

JOHNSON COUNTY

20

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

DAVID RUSSELL
Commissioner Precinct 2

WAYNE BRIDEWELL
County Judge
Donna Durham
DONNA PARKER
Secretary to Commissioner's Court

Metro
477-3222

(817) 645-7151

Burleson No.
295-8550

203
BILLY BOGGS
Commissioner Precinct 3
BILLY BOGGS
Commissioner Precinct 4

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JANUARY 2, 1987

9:00 A.M. SWEARING IN CEREMONY

10:30 READING OF BILLS
APPROVAL OF MINUTES

10:45 SUBDIVISIONS

1. Happy Acres - Precinct # 3
2. Southern Acres - Precinct #4

11:00 CONSIDERATIONS

1. Line Item Budget Amendment
2. Texas Commission on Jail Standards
3. County 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 of the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 10:30 A.M.
December 30, 1986

JANUARY 2, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 2nd day of January, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in regular session with all members present and considered the following:

SWEARING-IN CEREMONY

Officials elected in the November, 1986, general election were sworn into office.

Commissioners recessed at 9:45 a.m.

Commissioners re-convened at 10:30 a.m. in open court.

APPROVAL OF MINUTES

Before approving the minutes of the meeting of December 30, 1986, the Commissioners discussed the possibility of swearing in the Court Reporter as a Deputy in the County Clerk's office in order for her to record minutes in the Clerk's absence, thereby allowing all employees in the Clerk's office to attend to their regular duties without being called in to take minutes of the Commissioners' Court meetings if the Clerk is absent.

Motion was made by Comm. Roe, seconded by Comm. Harmon, to table the matter of the Court Reporter being sworn in as a Deputy of the County Clerk's office until the County Judge, the County Clerk, and the County Auditor have an opportunity to review the situation and make a recommendation to the Commissioners' Court at the next meeting. All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. York, to approve the minutes of the Commissioners' Court meeting of December 30, 1986, as written. All voted aye; motion passed.

205
22

READING OF BILLS

Motion was made by Comm. York, seconded by Comm. Roe, to pay the bills as presented today by the County Auditor. All voted aye; motion passed.

SUBDIVISIONS

1. Happy Acres

Motion made by Comm. York, seconded by Comm. Roe, to approve the final plat of the Happy Acres subdivision, subject to the developer bringing in four copies of the mylar with the proper signatures on those. All voted aye; motion passed.

2. Southern Acres

No action taken; will be re-scheduled at a later time, because the paperwork was not ready.

CONSIDERATIONS

1. Line Item Budget Amendment

No action taken; will be considered at the next meeting.

2. Texas Commission on Jail Standards

Judge Bridewell scheduled a meeting with the Commission in Austin for Tuesday, January 6, 1987, for the purpose of acquainting the new Commissioners with the procedures and standards of the Texas Commission on Jail Standards. No action was taken.

3. County Jail

Motion was made by Comm. Harmon, seconded by Comm. Miller, to request that the First Southwest Company make a presentation at the Commissioners' Court meeting on January 12, 1987, as to the type of financial services that they could offer on the building of a new jail. The other financial advisory companies will have an opportunity to speak at a later date. All voted aye; motion passed.

The meeting was adjourned.

23

Wayne Bridewell
WAYNE BRIDEWELL, County Clerk

Attested by:

Robby Goodnight
ROBBY GOODNIGHT, County Clerk

206

207
JANUARY 12, 1987

24

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 12th day of January, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the bills as presented by the County Auditor. All voted aye; motion passed.

CONSIDERATIONS

3. COMPUTER FOR COURT RECORDS AND SHERIFF'S OFFICE

County Court at Law Judge Tommy Altaras made a presentation to the Court regarding the need for a centralized computer to store court records and requested that the Commissioners' Court allow county personnel to study the situation and to reach some sort of solution.

Motion was made by Comm. Roe, seconded by Comm. York, to appoint Judge Altaras as Chairman of a committee to study the possibility of obtaining a computer and to also study any possibility of obtaining funding for the system in the way of grants, etc. Judge Altaras is to choose several persons from different offices to be members of the committee. All voted aye; motion passed.

SUBDIVISIONS

1. SHADY HILLS ESTATES

Motion was made by Comm. York, seconded by Comm. Roe, to approve the revision of the Shady Hills Estates subdivision of Lot 33, said lot being revised into Lots 33-R-1 and 33-R-2, subject to the \$100.00 revision fee being paid to the County Auditor's office. All voted aye; motion passed.

2. SUNDANCE

Commissioners' Court recessed at 9:55 a.m. in order for all interested parties to study the Sundance plat and the proposed lot revision.

Commissioners' Court reconvened at 10:10 a.m.

Judge Bridewell requested that anyone wanting to speak for or against the proposed revision to come forward.

Terry Harter, a landowner in the subdivision, requested that the deed restrictions be complied with as far as required lot size. Restriction No. 7 states, in part, that "no existing lot shall be subdivided into any lot or lots containing less than one and a half acres of land with not less than 150 lineal feet of street frontage."

A.P. Dear, another landowner, voiced his objections to the revision on the basis that the subdivision already has a critical water problem and that subdividing and adding more families would only compound the problem. Mr. Dear was advised by the Court that once a water supply system for a subdivision has been approved by the State, the Court cannot consider that in regard to platting.

Kelly Combs, a daughter of the landowner who is requesting permission to subdivide his land, stated that the Quality Control office had received a letter from Tri-County Utilities, the water supplier for the subdivision, stating that no problem could be foreseen regarding the additional houses being built in the subdivision.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the revision of Lots 10 and 11 of Block 1 of the Sundance Subdivision, subject to the mylar being revised to show that no lot would contain less than one and a half acres and have not less than 150 feet of road frontage, and also subject to the \$100.00 revision fee being paid. All voted aye; motion passed.

209

2 b

3. LACKEY ADDITION

Motion was made by Comm. York, seconded by Comm. Roe, to approve the final plat of the Lackey Addition, which consists of Lots 1, 2, and 3, of Block 1. All voted aye; motion passed.

4. SHANNON ESTATES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the final plat of Shannon Estates subdivision, consisting of Lots 1, 2, and 3, Block 1, subject to paying \$1,000.00 inspection fees and the posting of adequate financial security for the building of the road in the amount of \$5,000.00. All voted aye; motion passed.

5. WHISPERING MEADOWS

No one appeared to represent this subdivision; no action taken.

6. GOLDEN 60'S

Motion was made by Comm. York, seconded by Comm. Miller, to accept for county maintenance the roads in the Golden 60's subdivision which have been maintained by the developer for at least two years after the subdivision was completed. All voted aye; motion passed.

CONSIDERATIONS

9. FINANCING OF COUNTY JAIL

Mr. Boyd London of First Southwest Company of Dallas, made a presentation regarding the financing for constructing a new county jail. No action was taken.

5. REQUEST FOR EMPLOYEE OF JUVENILE PROBATION TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Vincent Warren of the Juvenile Probation Office attending a juvenile basic workshop in Huntsville from January 18-23, 1987. All voted aye; motion passed.

27

7. REQUEST FOR INDIGENT HEALTH CARE EMPLOYEES TO ATTEND SEMINARS

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve Eleanor Grimes attending a seminar on the Facts and Fears Surrounding the AIDS Virus in Houston on February 6, 1987, with no lodging expense involved, and to approve Mary Schaub and Linda Penny attending a seminar in Austin on February 16-17, 1987, on the legislation regarding the Indigent Health Care program. All voted aye; motion passed.

11. BURLESON ANNEX

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve having two handicap ramps and a railing built around the Justice of the Peace podium at the Burleson Annex at a cost of \$546.90 by Jim Gordeneer of Joshua. All voted aye; motion passed.

14. VOTING BOX BOUNDARY LINES AND DESIGNATED POLLING PLACES

No action was taken.

EXECUTIVE SESSION

Commissioners went in to Executive Session at 11:45 for the purpose of discussing acquisition of real property.

Commissioners recessed for lunch at 12:00 p.m.

Commissioners reconvened at 1:30 p.m. No action was taken in Executive Session.

CONSIDERATIONS

10. INVESTMENT IN FEDERAL SECURITIES

Mike Walling of E.F. Hutton made a presentation on investing in Treasury notes and Treasury bills. No action was taken.

16. BANK DEPOSITORY CONTRACT

No action was taken.

DISCUSSION OF COURTHOUSE ANNEX IN ALVARADO

Mayor Moore of Alvarado made a presentation and requested the Commissioners to consider opening a Courthouse Annex in the City of Alvarado. Several Alvarado citizens agreed with the Mayor.

Commissioners' Court went in to Executive Session at 2:50 p.m.

to discuss the acquisition of real property and reconvened into open court at 3:25 p.m.

No action was taken in the Executive Session, and Commissioner York and Mayor Moore from Alvarado will make a report to the Court at the meeting of January 19, 1987, about the possible location of a Courthouse Annex in Alvarado.

6. REQUEST FOR TWO EMPLOYEES OF TAX OFFICE TO ATTEND SEMINAR

Motion was made by Comm. Harmon, seconded by Comm. York, to approve Anita Harrison and Barbara Wesson, employees of the Tax Office, attending a seminar concerning motor vehicle registration at Texas A & M University. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went in to Executive Session at 3:27 p.m. to discuss personnel matters.

Commissioners reconvened at 4:25 p.m.

As a result of the Executive Session, motion was made by Comm. Miller, seconded by Comm. Harmon, to increase the salary of Dick Horn, Maintenance Foreman at the old hospital building, to \$975.00 per month, and to hire part-time contract labor at \$5.00 per hour, after checking with the County Auditor's office, only when necessary. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the minutes of the meeting of January 2, 1987, as written. All voted aye; motion passed.

CONSIDERATIONS

12. ADVERTISE FOR BIDS

Motion was made by Comm. York, seconded by Comm. Roe, to authorize Precinct No. 3 advertising for bids for the hauling of pea gravel and road base material and for the repair of a loader. All voted aye; motion passed.

13. SOIL CONSERVATION SERVICE

Judge Bridewell agreed to write a letter to the Soil Conservation Service explaining to them that the County is up to date on their annual payments in the amount of \$4,500.00 to the Soil Conservation Service.

1. APPOINTMENT OF MEMBER TO MENTAL HEALTH-MENTAL RETARDATION BOARD

Judge Bridewell explained to the Court that a current member is resigning from the Board due to health reasons, and appointment of another member will need to be made as soon as possible.

2. APPOINTMENT OF MEMBER TO RURAL FIRE COMMISSION

Judge Bridewell explained to the Court that a current member is resigning from the Commission due to health reasons, and three other members' terms are expiring. Appointments to the Commission will need to be made as soon as possible.

The meeting was adjourned.


ROBBY GOODNIGHT, County Clerk

213

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE

Commissioner Precinct 1

~~RON HARMON~~

~~DAVID RUSSELL~~

Commissioner Precinct 2

WAYNE BRIDEWELL

County Judge

~~DONNA DURHAM~~

~~DONNA PARKER~~

Secretary to Commissioner's Court

(817) 645-7151

Metro
477-3222

Burleson No.
295-8550

JIMMIE W. YORK

Commissioner Precinct 3

~~BUD MILLER~~

~~BILLY BOB KIRK~~

Commissioner Precinct 4

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JANUARY 19, 1987 - 9:00 A.M.

9:00 A.M.

CONSIDERATIONS

1. Courthouse Annex in Alvarado
2. County Jail
3. Voter Registration
4. Vote Counting Machines
5. Discussion of County taking over maintenance of roads in subdivisions that have been maintained by developers for at least two years
6. Indigent Health Care Program
7. Rural Fire Commission
8. Mental Health and Mental Retardation District
9. Line Item Budget Amendment
10. Hospital Building
11. County Holidays for 1987
12. Reservations for Christmas Party in 1987
13. Salary Grievance Committee
14. Voting Box Boundary Lines and Designated Polling Places

11:30

APPROVAL OF MINUTES

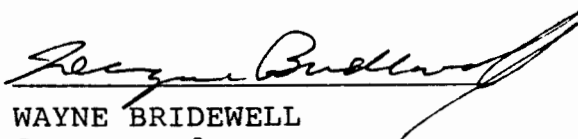
1:30 P.M.

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

POSTED: 1:30 P.M.
January 13, 1987


WAYNE BRIDEWELL
County Judge

JANUARY 19, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 19th day of January, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

8. MENTAL HEALTH AND MENTAL RETARDATION CENTER

Motion made by Comm. York, seconded by Comm. Miller, to approve the appointment of Tommy Altaras, Laura Gibson, Nita Mayfield, and Katherine Wells for two-year terms as members of the board of the Johnson County Mental Health-Mental Retardation Center. All voted aye; motion passed.

1. COURTHOUSE ANNEX

Commissioners went into Executive Session at 9:25 a.m. to discuss acquisition of real estate.

Commissioners reconvened into open court at 10:10 a.m.

As a result of the Executive Session, motion made by Comm. Miller, seconded by Comm. Harmon, to approve the written lease of the Robertson building in Alvarado for a two-year period at the rate of \$600.00 per month beginning on February 1, 1987, and containing the other provisions of the written lease agreement, said building to house the Courthouse Annex for the Alvarado area.

VOTING FOR: Comm. Harmon, York, and Miller

ABSTAINING: Comm. Roe

Motion passed.

5. DISCUSSION OF COUNTY TAKING OVER ROADS, ...

Each Commissioner was given a list of roads in each precinct which were two years old or older and which had been maintained by the developer of the subdivision for that period of time.

31

214

215

2

Judge Bridewell requested that before each road is placed on agenda for approval, that each Commissioner inspect the road to be certain that the road meets county requirements.

No action taken.

3. VOTER REGISTRATION

Bob Craft, Chairman of the Democratic Party in Johnson County, presented ideas to improve elections and to solve several problems encountered in previous elections.

No action taken.

2. COUNTY JAIL

The Commissioners discussed with Sheriff Boggs the upcoming construction of a new county jail.

Motion made by Comm. Harmon, seconded by Comm. York, to advertise for architects and architectural firms to submit written proposals for the construction of a county jail based on the specifications and guidelines presented by Judge Bridewell, said firms to have previous experience in architectural design on the construction of a jail. All voted aye; motion passed.

Court recessed for lunch at 12:30 p.m.

Court reconvened in open session at 1:30 p.m.

EXECUTIVE SESSION

Court went in to Executive Session at 1:35 p.m. to discuss a litigation matter relating to the Indigent Health Care Program.

Court reconvened in open session at 4:10 p.m.

No action taken in Executive Session.

CONSIDERATIONS

14. VOTING BOX BOUNDARY LINES AND DESIGNATED POLLING PLACES

After a discussion with Lloyd Moss, City Manager for the City of Cleburne, the following motion was made by Comm. Roe, seconded by Comm. York:

Johnson County approves the re-drawing of the election precinct boundary lines for voting box 17, that would vote at the First Assembly of God Church on Kilpatrick Street in Cleburne; voting box 18, that would vote at the Cleburne City Hall in Cleburne; voting box 19, that would vote at the Civic Center in Cleburne; voting box 20, that would vote at the Henderson Street Baptist Church in Cleburne; voting box 21, that would vote at the Henderson Street Baptist Church in Cleburne; and voting box 16, that would vote at the Civic Center in Cleburne. As part of this motion, the Commissioners' Court would find that in voting box 21, that there was no suitable place in this voting precinct to hold an election and that the Henderson Street Baptist Church was a central location that would be most accessible to voters in voting box 21; and that in voting box 16, that there was no suitable place in this voting precinct to hold an election and that the Civic Center would be a central location which would be accessible to the voters in that area. *There are copies of two maps attached to the minutes and included as part of this motion, which will show the boundary lines of each of these voting box precincts.

All voted aye; motion passed.

EXECUTIVE SESSION

Court went in to Executive Session at 4:20 p.m. to discuss acquisition of real property.

Court reconvened in open session at 5:00 p.m.

No action taken in Executive Session.

APPROVAL OF MINUTES

Motion made by Comm. Roe, seconded by Comm. York, to approve the minutes of the meeting of January 12, 1987. All voted aye; motion passed.

* Maps were too large for book, Please contact County or deputies for maps

33

216

14 Jan 87
Roads.

217

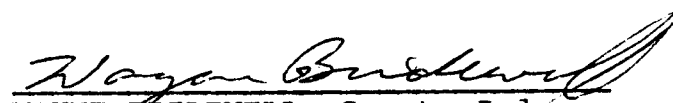
EXECUTIVE SESSION

Court went in to Executive Session at 5:10 p.m. to discuss a personnel matter.

Court reconvened in open session at 5:15 p.m.

Judge Bridewell advised that a personnel matter in regard to the Justice of the Peace office of Precinct No. 4 was discussed. It will be placed on a later agenda because it was not on today's agenda and no action could be taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

The State of Texas,
County of JOHNSON

Know All Men by These Presents: 5

Made this 19TH day of JANUARY, A. D. 19 87, by and between

HILLRAY, INC. , known herein as LESSOR,
and

JOHNSON COUNTY , known herein as LESSEE,
(The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

WITNESSETH, That the said Lessor does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the County of JOHNSON, State of Texas, and being

LOTS 7, 8 AND THE SOUTH 4 FEET OF LOT 6, BLOCK 29, ORIGINAL TOWN OF ALVARADO, TEXAS
AND KNOWN AS 118 SOUTH FRIOU STREET, ALVARADO, TEXAS.

for the term of TWO YEARS beginning the 1ST day of FEBRUARY
A. D. 19 87 and ending the 31ST day of JANUARY, 1989, paying
therefor the sum of FOURTEEN THOUSAND FOUR HUNDRED (\$14,400.00) DOLLARS,
payable MONTHLY IN ADVANCE AT THE RATE OF \$600.00 PER MONTH.

upon the conditions and covenants following:

First. That Lessee will well and PUNCTUALLY pay said rents in manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.

Second. That the said premises shall be used for OFFICES TO BE USED BY EMPLOYEES OR OFFICERS OF GOVERNMENTAL SUB-DIVISIONS.

and for no other purpose.

Third. That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, IN WRITING, thereto first obtained.

Fourth. That on failure to pay the rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at Lessor's discretion and Lessor or Lessor's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of these presents.

CONDITIONS:

- I. IT IS MUTUALLY AGREED THAT LESSOR SHALL MAINTAIN, REPAIR AND REFURBISH REAL PROPERTY, EXCEPT THAT IT SHALL BE THE RESPONSIBILITY OF LESSEE TO CLEAN, DECORATE OR REARRANGE INTERIOR OF THE PREMISES.
- II. HOWEVER LESSOR AGREES TO TURN OVER TO LESSEE PREPAID SERVICES OF D. O. ROBASON DBA CONSTRUCTION SPECIALITIES OF ROUTE 2, BOX 36, GRANDVIEW, TEXAS, PHONE 866-3874 TO BE USED SOLELY AT LESSEE'S DISCRETION IN THE INTERIOR OF ABOVE DESCRIBED PREMISES. THE AMOUNT OF THESE PREPAID SERVICES IS \$1058.60.
- III. IT IS MUTUALLY AGREED THAT LESSEE MAY, AT HIS OPTION, RENEW THIS LEASE FOR ANOTHER TERM OF TWO YEARS AT THE RATE OF \$700.00 PER MONTH.
- IV. IT IS FURTHER AGREED THAT LESSEE MAY PURCHASE ABOVE DESCRIBED PROPERTY AS OF 2/1/1991 FOR THE PRICE OF \$70,000.00 CASH OR OWNER TERMS.

IN TESTIMONY WHEREOF, The parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

HILLRAY, INC. LESSOR

BY: *William Robertson* LESSOR

JOHNSON COUNTY

BY: *Wagon Bullen* LESSEE

35

218.

219

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JANUARY 26, 1987 - 9:00 A.M.

9:00 A.M.

CONSIDERATIONS

1. Indigent Health Care Program
2. Justice of the Peace -Precinct #4
3. Purchasing System
4. Sale of piano in basement
5. Counseling and Foster Care for Juvenile Office
6. County Judges and Commissioners Conference
at Texas A&M
7. Medical Bill for prisoner at County Jail
8. Resolution for Johnson County Fresh Water
Supply Dist. No.1
9. County Jail
10. Tax Office- Canceling Outstanding Checks
11. Burleson Annex
12. Personnel Policy for Johnson County
13. Appointment of Board Members to Mental Health
and Mental Retardation Center
14. Appointment of Board Members to Johnson County
Rural Fire Commission
15. Tour of Possible Jail Sites
16. Line Item Budget Amendment
17. Hospital Building
18. County Holidays for 1987
19. Reservations for Christmas Party in 1987
20. Salary Grievance Committee
21. Voting Box Boundary Lines
22. Request for County Clerk to attend Seminar
23. Advertising for Bids

10:00

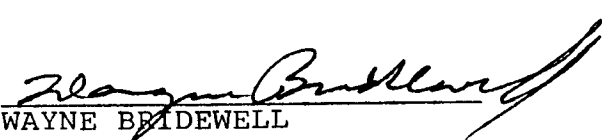
OPEN BIDS

11:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing
with land acquisition and personnel.
2. Reconvene into open session for potential action
resulting from the Executive Session pertaining
to land acquisition and personnel.

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


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
January 23, 1987

January 26, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 26th day of January, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CORRECTION OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to make the following corrections to the minutes of the meeting of January 12, 1987:

In regard to Shannon Estates, the motion should read:

"Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the final plat of Shannon Estates subdivision, consisting of Lots 1, 2, and 3, Block 1, subject to paying \$1,000.00 inspection fees and the posting of adequate financial security for the building of the road. All voted aye, motion passed."

In regard to the Executive Session concerning Dick Horn, Maintenance Foreman at the old hospital building, the motion should read:

"As a result of the Executive Session, motion was made by Comm. Miller, seconded by Comm. Harmon, to increase the salary of Dick Horn on contract basis at the old hospital building to \$975.00 per month, and to hire part-time contract labor at \$5.00 per hour, after checking with the County Auditor's office, only when necessary. All voted aye; motion passed."

All voted aye, and the motion to correct the January 12, 1987, minutes passed.

APPROVAL OF MINUTES

Motion made by Comm. Roe, seconded by Comm. Harmon, to approve the minutes of the meeting of January 19, 1987, with the following correction in regard to the County Jail:

220

"Motion by Comm. Harmon, seconded by Comm. York, to advertise for architects and architectural firms to submit written proposals for the construction of a county jail based on the specifications and guidelines presented by Judge Bridewell, said firms to have previous experience in architectural design on the construction of a jail. All voted aye; motion passed."

All voted aye to approve the minutes of the meeting of January 19, 1987, with the above correction; motion passed.

CONSIDERATIONS

18. COUNTY HOLIDAYS FOR 1987

Motion made by Comm. Miller, seconded by Comm. York, to approve the holidays for 1987, which are April 17, Good Friday; May 25, Memorial Day; July 3, Fourth of July; September 7, Labor Day; November 11, Veteran's Day; November 26 and 27, Thanksgiving; and December 24 and 25, Christmas; January 1, 1988, New Year's Day. All voted aye; motion passed.

22. REQUEST FOR COUNTY CLERK TO ATTEND SEMINAR

Motion made by Comm. Roe, seconded by Comm. Harmon, to approve the County Clerk attending a seminar for County Clerks at Texas A & M University on March 16 through 19, 1987, with the County paying the registration fee of \$50.00. All voted aye; motion passed.

20. SALARY GRIEVANCE COMMITTEE

Three public members were selected from the 1986 Grand Jurors to serve on the Salary Grievance Committee. Selected for the Committee were Pat Tekell of Cleburne, Tom Hazelwood of Cleburne, and Bobby Don Spurlin of Burleson.

6. COUNTY JUDGES AND COMMISSIONERS CONFERENCE AT TEXAS A&M

Motion made by Comm. Roe, seconded by Comm. Harmon, to approve the County Judge, the four Commissioners, and the County Auditor attending the County Judges and Commissioners conference at Texas A&M on February 24-26, 1987, and approve paying the registration fee of \$55.00 per person. All voted aye; motion passed.

1

7. MEDICAL BILL FOR PRISONER AT COUNTY JAIL

Motion by Comm. Roe, seconded by Comm. Harmon, to approve paying a medical bill to Dr. Lyle Freedman in the amount of \$1,700.00 for the treatment of a prisoner at the county jail. All voted aye; motion passed.

9. COUNTY JAIL

Financial advisory companies will be scheduled for February 10, 1987, to give oral presentations on financing a county jail. In addition to the oral presentation, a written proposal is to be submitted, which should include the following information:

1. Professional fee as financial advisors
2. Interest rates on 5, 6, 7, and 8 million dollars for both 15-year and 20-year paybacks
3. Experience in financial advisement regarding other governmental entities
4. Amount of time it will take the company to obtain funds after certificate of obligation or bond issue is approved
5. Experience in the upgrading of bond ratings for public entities

Interviews with architects, construction firms, and project managers for a county jail will be scheduled for the week of February 16, 1987. Written proposals from each firm or individual wishing to be considered must be submitted no later than 5:00 p.m. on February 12, 1987.

A recess was taken at 10:20 a.m.

Commissioners reconvened at 10:45 a.m.

CONSIDERATIONS

10. TAX OFFICE - CANCELING OUTSTANDING CHECKS

Motion made by Comm. York, seconded by Comm. Roe, to approve canceling the outstanding checks of the Tax Office for 1985 that have not been presented for payment, the list being attached to these minutes. All voted aye; motion passed.

11. BURLESON ANNEX

Tax Collector Ed Carroll informed the Court that a need exists for better security in the tax office at the Burleson Annex.

223

10

Motion was made by Comm. Roe, seconded by Comm. York, to approve having a deadbolt lock installed on the back door of the Burleson Annex building. All voted aye; motion passed.

Comm. Roe requested that Mr. Carroll seek estimates for a security system for the Burleson Annex before the budget workshops begin in the summer. Approval for a more advanced system could possibly be included in the next fiscal budget.

8. RESOLUTION FOR JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

Motion made by Comm. York, seconded by Comm. Harmon, to approve the following Resolution:

"Be it resolved that the Commissioners' Court of Johnson County, Texas, approve and support the request of the Johnson County Fresh Water Supply District No. 1, for the Legislature of the State of Texas to pass into law a Bill authorizing the Johnson County Fresh Water Supply District No. 1 to serve the rural area of Johnson County, Texas, with surface water and sewer facilities."

All voted aye; motion passed.

9. COUNTY JAIL (LIGHTS)

Motion made by Comm. Roe, seconded by Comm. Miller, to authorize the advertising for bids to repair the lighting on the Johnson County jail, in order to bring it up to the standards of the Texas Commission on Jail Standards. All voted aye; motion passed

4. SALE OF PIANO IN BASEMENT

Motion made by Comm. Roe, seconded by Comm. Miller, to approve the sale of the piano in the basement for \$25.00 to Pat Patton, with Mr. Patton picking the piano up and accepting it in "as is" condition. All voted aye; motion passed.

17. HOSPITAL BUILDING

MASI, Co. has requested that the Commissioners release to the company a plug at the old hospital building which is used for the mobile CAT scanning machine. Comm. Roe requested Judge Bridewell to check with Harris Systems to see if they can use it. No action was taken.

11

23. ADVERTISING FOR BIDS

Motion made by Comm. Miller, seconded by Comm. Roe, to authorize advertising for the purchase of 3/8" pea gravel, road base lime plant waste with 1/2" rock with fines, and for the hauling of 3/8" pea gravel and road base lime plant waste with 1/2" rock with fines and flexible road base material, priced per ton per loaded mile. The distance from site construction will be considered in determining final cost on material. The total cost of the cheapest product for each project will include a consideration of transportation costs. All voted aye; motion passed.

Commissioners recessed for lunch at 12:15 p.m., during which time the Commissioners are to tour possible jail construction sites in the county. (Item #15)

Commissioners reconvened into open court at 2:30 p.m.

CONSIDERATIONS

19. RESERVATIONS FOR CHRISTMAS PARTY IN 1987

Motion made by Comm. Miller, seconded by Comm. Harmon, to have the 1987 county employee Christmas party at the Riverview Country Club. All voted aye; motion passed.

3. PURCHASING SYSTEM

The Commissioners decided to go to Parker County on Monday, February 2, 1987, after the regular meeting, to meet with the County Judge and Commissioners there and discuss their purchasing system for Parker County. No action taken.

2. JUSTICE OF THE PEACE - PRECINCT #4

No Action Taken

225

12

1. INDIGENT HEALTH CARE PROGRAM

Dr. Arthur L. Raines, Director of the Indigent Health Care Program, requested that his volunteer secretary be hired as a full-time employee. It was decided that Judge Bridewell would check with Dr. Raines to see if some students from UTA or some other volunteers could possibly fill the position without pay.

16. LINE ITEM BUDGET AMENDMENT and

5. COUNSELING AND FOSTER CARE FOR JUVENILE OFFICE

Motion made by Comm. Harmon, seconded by Comm. Roe, to proceed with the line item budget amendments of \$8,000.00 each to be allocated for both foster care and counseling from the indigent health care fund. All voted aye; motion passed.

Commissioners recessed at 4:05 p.m.

Commissioners reconvened at 4:10 p.m.

EXECUTIVE SESSION

Commissioners went into Executive Session at 4:10 p.m. to discuss a personnel matter and the acquisition of real property.

Commissioners reconvened into open court at 5:15 p.m.

As a result of the Executive Session, appointment of members to the Johnson County Rural Fire Commission was considered.

14. APPOINTMENT OF BOARD MEMBERS TO JOHNSON COUNTY RURAL FIRE COMMISSION

Motion was made by Comm. York, seconded by Comm. Harmon, to appoint John Duke Smith and Roy Carroll to serve two year terms as members of the Johnson County Rural Fire Commission. All voted aye; motion passed. Other Board vacancies will be filled at a later date.

OPEN BIDS

Bids for a truck for Precinct #1 were opened. They are as follows:

13

Contractor's Supply - 1977 Mack - \$9,900 plus \$1,950 for
power steering plus \$750 for wet kit installed

Wilson Excavating Company - 1979 Mack - \$16,900 plus
\$2,000 for power steering

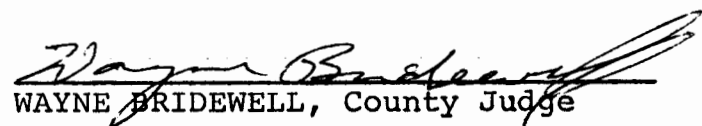
Buckner's Mack Truck - 1980 Mack - \$22,500
1984 Mack - \$36,500

Comm. Roe stated that he will look at all the trucks and study the
bids before he makes any decision. If and when Comm. Roe decides
to purchase a truck, the item will be placed on the agenda at that
time.

12. PERSONNEL POLICY FOR JOHNSON COUNTY

Judge Bridewell will present a copy of the present personnel
policy for Johnson County to the Commissioners at the next meeting
for the Court to review and to make any changes or additions.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

227

14



W. E. CARROLL
Tax Assessor Collector

JOHNSON COUNTY
TAX OFFICE
CLEBURNE, TEXAS 76031

January 19, 1987

COMMISSIONERS COURT OF JOHNSON COUNTY:

The following checks have been written from the Ad Valorem account of the Johnson County Tax Office prior to January, 1986. To date these checks have not been submitted for payment. We request that they be dismissed, and the amount of the total be transferred to the General Fund of Johnson County.

<u>CHECK #</u>	<u>MONTH</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
107	April	Stewart Jones	Overpayment	6.23
113	April	Kim Dunsom	Overpayment	3.04
143	April	John E. Stephens	Overpayment	2.55
201	May	Jack R. Parham	Overpayment	1.74
286	July	Marvin Guthrie	Overpayment	1.09
335	August	Terry Bradley	Overpayment	10.00
553	November	Johnson Co. Title	Rollback Tax Refund on	542.12
554	November	Ticor Realty	Overpayment Refund on	123.67
603	December	Mark Evans	Overpayment Refund on	3.09
647	December	Mr. Ada B. Cozzens	Overpayment Refund	6.51
670	December	Ticor Realty	Refund Duplicate for Massey	315.78
				<hr/> \$1015.82

Submitted,

W. E. Carroll
Tax Assessor Collector

RESOLUTION OF COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

WHEREAS, it has been brought to the attention of the Commissioners Court of Johnson County, Texas, that the Brazos River Authority has undertaken to furnish surface water to the rural areas of Johnson County, Texas; and

WHEREAS, the Johnson County Fresh Water Supply District No. 1 has requested the Legislature of the State of Texas to pass a bill which will better able the District to provide water and sewer services to residents and other local entities situated within the county; and

WHEREAS, the Fresh Water District has requested that the Commissioners Court approve the request of the Johnson County Fresh Water Supply District No. 1:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Commissioners Court of Johnson County, Texas, on the date set out below, hereby adopts the following resolution:

"BE IT RESOLVED, that the Commissioners Court of Johnson County, Texas, approve and support the request of the Johnson County Fresh Water Supply District No. 1 for the Legislature of the State of Texas to pass into law a bill authorizing the Johnson County Fresh Water Supply District No. 1 to serve the rural area of Johnson County, Texas, with surface water and sewer facilities."

Witness the signatures of the County Judge and the County Commissioners of Johnson County, Texas this the 26th day of January, 1987.

Wagner Bushland
COUNTY JUDGE

Billy F. Lee
COMMISSIONER

Don Johnson
COMMISSIONER

Jimmy W. York
COMMISSIONER

Bud Miller
COMMISSIONER

229

16



FORT WORTH DIVISION

(817) 626-2823 • 2901 NORTH FREEWAY • P.O. BOX 4507 • FORT WORTH, TEXAS 76106

January 5, 1987

County Auditors Office
Room 102
Courthouse
Cleburne, Tx 76031

I would like to present to following on R-Model
Macks. If you have any questions concerning the following
please give me a call.

1980-R685ST 80547
5 Speed transmission
Spoke wheels
10:00 x 20 tires
237 HP diesel engine
Power steering
Air brakes
34,000 lb. tandem axle
Extra clean
New paint
\$22,500.00 delivered to Cleburne

1984 R686ST 88489
6 Speed transmission
Budd wheels
New 11R24.5 steel belted tires
300 HP diesel engine
Dynatard engine brake
New batteries
Power steering
Air conditioner
Double frame
38,000 lb. tandem axle

Extra clean & in good condition
New oil & filters
New mud flaps
\$36,500.00 delivered to Cleburne

Note: Both trucks subject to prior sale.



R. A. Mask
Sales Representative
Bruckner Truck Sales, Inc.
Fort Worth Division
1-800-722-2804

RAM/las

230

231

18

WILSON EXCAVATING COMPANY
DAVID L. WILSON, OWNER/OPERATOR
916 CANYON DRIVE
CLEBURNE, TEXAS 76031
(817) 645-3769 or 641-2015

January 9, 1986

Johnson County Commissioner's Court
Auditors Room 202
Johnson County Court House
Cleburne, Texas 76031

Dear Commissioners of Johnson County:

RE: BID SUBMITTED TO COMMISSIONER'S COURT FOR 1-USED
MODEL-R MACK TRUCK-TRACTOR

The specifications for the Used Truck-Tractor are as follows:

Model - R Mack - 1979 Ser. #R686ST26953
11 X 24.5 Tires
5 SPD Transmission
300 Diesel Maxadine Engine
Conventional Cab
Standard Steering
Air Brakes
Dual Tandem Rear End
Custom Paint Job
Heavy Duty Commercial PTO Pump &
Wet Kit (practically new)
Truck is tight and has been
maintained properly
Has been operated by owner/operator
Truck is in good condition & ready
to work
PRICE: Truck as is \$16,900.00

We will install a brand new power steering system for an additional
cost of \$2,000. The price of the truck including the new power
steering will be \$18,900.00.

This truck can be inspected and road tested at J. D.'s Diesel
Repair on North Main at the Overpass.

Sincerely,

David L. Wilson
David L. Wilson
Owner, Wilson Excavating

dlw/pw

QUOTATION

FROM
Contractors Supply
Bx 10190, 3306 N MAIN
Cleburne, Texas

TO
Commissioners Court
Johnson County
Co. County Auditor
Cleburne, Texas

INQUIRY NO. _____
DATE 12-30-1986
TERMS _____
DELIVERY _____
PRICES QUOTED ARE F.O.B.:
Cleburne

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1977 MACK R-600 S/N R686ST 14169 - ALL MACK 300 hp. MACK ENGINE 5 sp MAXITORQUE TRAN 4/P.T.O. CONVENTIONAL CAB AIR BRAKES TANDEM AXLE 188" W.B. 10:00X22 DAYTON wheels 75% RADIALS ON REAR (MATCHED) 65% NYLON FRONT ROOF TOP AIR NEW PAINT (INSIDE/OUT) NEW BRAKES BOTH REAR AXLES NEW SEALS AIR RIDE SEAT GOOD CONDITION - "AS IS" OPTIONAL! complete NEW POWER STEERING installed DYNO TEST WET KIT - USED/INSTALLED		\$9900.00 \$1950.00 TIME \$750.00

QUOTED BY: Franklin Raymond Harris

233

JOHNSON COUNTY

20

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
FEBRUARY 2, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 READING OF BILLS AND MINUTES

9:15 SUBDIVISIONS

1. Trailwood Estates, Phase I-Revision - Prec. #3
2. Southern Acres - Revision - Prec. # 4
3. Nolan River Estates - Final - Prec. #1
4. X-Cell Ranch Estates - Revision - Prec. #2

9:45 CONSIDERATIONS

1. Request by City of Grandview for minor street repair
2. Request by City of Venus for minor street repair
3. Request by City of Godley for minor street repair
4. Advertising for bids
5. Salary Grievance Committee
6. Treasurer's Report
7. Bank Depository Contract
8. Voter Registration
9. Justice of the Peace Precinct # 4
10. Voting Box Boundary Lines

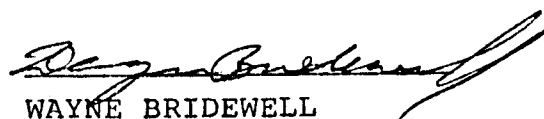
11:00 COURTHOUSE REPAIRS

10:30 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

2:30 TOUR OF PURCHASING SYSTEM FOR PARKER COUNTY AT COURTHOUSE IN WEATHERFORD, TEXAS

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
January 30, 1987

FEBRUARY 2, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 2nd day of February, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Roe, seconded by Comm. York, to approve the bills as presented by the County Auditor. All voted aye; motion passed.

SUBDIVISIONS

1. TRAILWOOD ESTATES

Several residents of the Trailwood Estates subdivision appeared and spoke in objection to the revision requested by Doris Gray, the developer. Mrs. Gray was represented by her attorney, Dolphin Whitehead. The area residents were represented by their attorney, Bob Mahanay.

After a lengthy discussion with the residents, they were advised that the Commissioners' Court had no jurisdiction over deed restrictions or the enforcement of the restrictions.

Motion was made by Comm. Roe, seconded by Comm. Harmon, to deny the requested revision of Trailwood Estates because the revised lots do not meet the requirements of the new subdivision rules and regulations on minimum lot size. All voted aye; motion passed.

3. NOLAN RIVER ESTATES

Several residents in the area of Nolan River Estates appeared before the Court. The only objection they had was that the deed restrictions did not prohibit mobile homes, which the developer had assured area residents that mobile homes would not be allowed. These residents were advised that the Commissioners' Court had no

235

22

control or jurisdiction over deed restrictions or the enforcement of the restrictions.

Motion was made by Comm. Roe, seconded by Comm. Harmon, to postpone the consideration of the Nolan River Estates final plat until the next meeting. All voted aye; motion passed.

2. SOUTHERN ACRES

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the revision of the Southern Acres III subdivision, which is a revision of Lots 21 and 22 of Phase 1 and of Lots 6 and 7 of Phase 2, which are replatted to be Lots 6-R-2, 7-R-2, and 21-R-1, subject to a \$100.00 revision fee being paid to the County Auditor. All voted aye; motion passed.

4. X-CELL RANCH ESTATES

Motion was made by Comm. Harmon, seconded by Comm. York, to deny the proposed revision on the X-Cell Ranch Estates subdivision of Lots 53-E, 53-W, 98-E, 98-W, 99-M, and 99-S, which are a revision of Lots 53, 98, and 99, because some of the lots do not meet the minimum requirements of having one acre and 150 feet road frontage. All voted aye; motion passed.

CONSIDERATIONS

2. REQUEST BY CITY OF VENUS FOR MINOR STREET REPAIR

Motion was made by Comm. York, seconded by Comm. Harmon, to authorize the Commissioner in Precinct No. 4 to make minor street repair in the City of Venus, with the City of Venus paying actual costs of labor and material used in these repairs. All voted aye; motion passed.

3. REQUEST BY CITY OF GODLEY FOR MINOR STREET REPAIR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to authorize the Commissioner in Precinct No. 1 to make minor street repairs in the City of Godley, with the City of Godley paying actual costs of labor and material used in these repairs. All voted aye; motion passed.

Comm. Roe requested that Judge Bridewell write a letter to

25

the Mayor of Godley to explain that the County will seek reimbursement for the labor and fuel and materials, with no charge for the use of the equipment itself, so there would be no misunderstanding on either side.

APPROVAL OF MINUTES

Motion was made by Comm. York, seconded by Comm. Harmon, to approve as presented the minutes of the meeting of January 26, 1987. All voted aye; motion passed.

CONSIDERATIONS

6. TREASURER'S REPORT

Motion was made by Comm. York, seconded by Comm. Roe, to approve the Treasurer's quarterly report for the months of October, November, and December, 1986, as presented by the Treasurer. All voted aye; motion passed.

8. VOTER REGISTRATION

Motion by Comm. Roe, seconded by Comm. Harmon, to approve the contract with Business Records Corporation for data processing of the Johnson County voter registration file at the cost set forth in the contract, said contract attached to the minutes. All voted aye; motion passed.

TOUR OF PARKER COUNTY PURCHASING SYSTEM

Because of a meeting of the Parker County Commissioners Court, this tour has been rescheduled for Tuesday, February 3, 1987, at 2:30 p.m.

4. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon, to allow the Commissioner of Precinct No. 4 to advertise for bids to trade a Case tractor loader for a newer model front end loader with backhoe that is smaller than his present one. All voted aye; motion passed.

237

EXECUTIVE SESSION

Commissioners went into Executive Session at 11:45 a.m. to discuss a personnel matter.

Commissioners reconvened in open session at 12:30 p.m., with the following results:

9. JUSTICE OF THE PEACE, PRECINCT NO. 4 AND PRECINCT NO. 1

Motion was made by Comm. Harmon, seconded by Comm. Miller, to hire a full-time secretary for Justice of the Peace, Precinct No. 4, at \$850.00 per month, and raise the salary of the secretary for Justice of the Peace, Precinct No. 1, to \$900.00 per month. All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Harmon, to replace the two loading zone spaces on the north side of the Courthouse with reserved parking spaces for Justices of the Peace, Precincts 1 and 4. All voted aye; motion passed.

Commissioners' Court recessed until 1:30 p.m. on Tuesday, February 3, 1987, for the purpose of going to Parker County to inspect their purchasing system.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk



**BUSINESS RECORDS
CORPORATION**
INFORMATION SYSTEMS
DIVISION

25

01/05/87

JOHNSON COUNTY

Business Records Corporation is pleased to submit for your consideration the following proposal relevant to data processing Johnson County's voter registration file which will include the following services:

- A. Application, certificates, and blank forms as required.
- B. Eight (8) copies of each voting precinct with voters listed in alphabetical order and a recap total number of voters in each precinct.
- C. Four (4) county wide master alphabetical lists with a recap of precinct totals.
- D. Supplemental lists as may be required for each election, these supplemental lists are run as combined supplementals so that you never have more than one complete supplemental behind the original master precinct list
- E. Every other year, complete new certificates as prescribed by the Secretary of State.
- F. Magnetic tapes of the master file and updates as required by the Secretary of State will be provided and transmitted to their office.

All of the above lists, records, forms and services will be provided @ \$.30 per voter appearing on the March 1, 1987 lists. Each year thereafter the charge would be \$.30 per voter appearing on the March 1st lists and will include magnetic tape updates to the Secretary of State.

Estimated total voters 38,500 @ \$.30 each

\$11,550.00 per year

Outlined below is a price list of optional services: extra copies of voter registration lists, pressure sensitive address labels, and jury wheel cards.

COMBINATION LISTS - Combines the registered voters, the poll lists, signature roster and affidavits. Three part form, glued together, enough for one election except Primaries. \$.02 per voter listed, minimum charge is \$35.00.

PRECINCT LISTS - Extra lists are run in multiples of eight (8) at \$577.00 per set.

MASTER ALPHA LISTS - Extra lists are run in multiples of four (4) at \$577.00 per set.

116 North Rogers Street, P.O. Drawer 2040, Waxahachie, Texas 75165 Phone 214-937-4800
Texas: 1-800-442-6333



238

239

24

Page 2

ADDRESS LABELS - Pressure sensitive labels \$.035 each can be used to deliver an important message to the voter and is much less expensive than addressing an envelope. Head of Household labels @ \$.035 each. Minimum charge is \$50.00 plus freight.

JURY WHEEL CARDS - These could and should be prepared in July when voter list contains all persons registered thru June. The date you see in the lower left hand corner is the birth date which serves to identify the over age 65. If requested, we can leave the date off. The price for jury wheel cards is \$.025 each. Minimum charge is \$50. plus freight.

If accepted, this proposal shall be considered an agreement and be binding on Business Records Corporation. Johnson County has the option of discontinuing the service at any time prior to February 1st of each successive year.

BUSINESS RECORDS CORPORATION

BY: *William W. Beaf Jr*

ACCEPTED THIS *2nd* DAY OF *February*, 1987

JOHNSON COUNTY

BY: *Wynne Brinkworth*
County Judge

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

FEBRUARY 9, 1987 - 8:30 A.M.

8:30 A.M.

COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00

READING OF BILLS AND MINUTES

9:15

SUBDIVISIONS

1. Whispering Meadows (Revision) Prec. #2
2. Oak Leaf Trail Prec. #4
3. Nolan River Estates Prec. #1
4. Trailwood Estates Prec. #3
5. XCell Estates Prec. #2
6. Whispering Creek (Assume Roads) Prec. #3

10:00

CONSIDERATIONS

1. Bank Depository Contract
2. Indigent Health Care Program
3. Purchasing System
4. Telephone Recorder for Jury Panels
5. Appointment of Board Member to Mental Health Mental Retardation Center
6. Appointment of Board Members to Johnson County Rural Fire Commission
7. Hospital Building
8. Quality Control Office
9. Justice of the Peace - Precinct # 4
10. Courthouse Repairs
11. Johnson County Historical Commission
12. Palo Pinto Community Service Corporation
13. Pending Litigation - Dale Hanna
14. Personnel Policy
15. Voting Box Boundary Lines
16. Line Item Budget Amendment
17. Tour of possible jail sites
18. Salary Grievance Committee
19. Closing a portion of County Road 1114
20. Request from AT & T to cross county roads
21. Renaming County Road 602-A
22. Request for Juvenile Employee to attend seminar

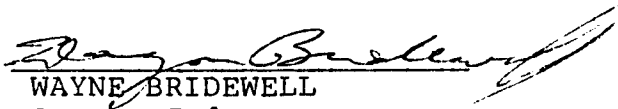
1:30

EXECUTIVE SESSION

1. V.T.A.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

23. Burleson Annex

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 4:00 P.M.
February 5, 1987

240

24/

2

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

FEBRUARY 9, 1987 - 8:30 A.M.

SUPPLEMENTAL AGENDA

2:00 P.M. GENERAL LIABILITY INSURANCE
STATE COMPTROLLER OFFICE

Wayne C. Bridewell

WAYNE BRIDEWELL
County Judge

Posted: February 9, 1987
10:30 A.M.

These items are being posted as a matter of urgent public necessity because action must be taken on both of these items today.

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

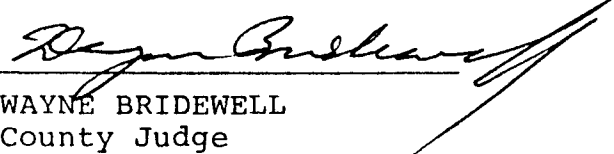
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
FEBRUARY 10, 1987 - 9:00 A.M.

SUPPLEMENTAL AGENDA CONTINUED FROM FEBRUARY 9, 1987 MEETING

9:00 A.M. INTERVIEW WITH FINANCIAL ADVISORS FOR BUILDING
OF A NEW COUNTY 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
of the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

Posted: 3:45 P.M.
February 9, 1987

242

243

4

FEBRUARY 9, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 9th day of February, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. York, seconded by Comm. Roe, to pay the bills as presented by the County Auditor. A question was raised to the Sheriff concerning a bill for electrical work at the jail in the amount of \$1,589.90. The Sheriff insisted that was the cheapest it could be done, and the electrician was available at all times. The Court suggested that the costs need to be lowered for future items.

All voted aye; motion passed.

SUBDIVISIONS

3. NOLAN RIVER ESTATES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the final plat of Nolan River Estates subdivision, Phase 2, which consists of Lots 1E through 15E in Block E and Lots 1F through 16F in Block F, with the deed restrictions as filed with the County Clerk. All voted aye; motion passed.

5. X-CELL RANCH ESTATES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the revision of the X-Cell Ranch Estates subdivision, Lots 53, 98, and 99, which are revised to be Lots 53-E, 53-W, 98-R, 99-N, and 99-S. All voted aye; motion passed.

1. WHISPERING MEADOWS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the re-plat of Tract 54 of the Whispering Meadows, Section 2, subdivision. All voted aye; motion passed.

5

2. OAK LEAF TRAIL

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the final plat of the Oak Leaf Trail subdivision, subject to the posting of adequate financial security by the developer for the paving of the roads. All voted aye; motion passed.

4. TRAILWOOD ESTATES

The County Attorney advised the Court that, according to the statutes, the residents in the Trailwood Estates subdivision would have to be notified that a request for plat revision had been filed. Even though the residents had appeared in Court the week before for a plat revision, they had not been notified of the request on today's agenda. Therefore, the developer would need to notify the area residents again, following the proper steps to notify them, before this item could be placed on the agenda again for any type of action. No action was taken.

CONSIDERATIONS

2. INDIGENT HEALTH CARE PROGRAM

Dr. Arthur L. Raines, County Health Officer, presented financial and activity reports to the Court regarding the Indigent Health Care Program.

Executive Session

Commissioners went into Executive Session at 11:05 a.m. to discuss personnel matters in regard to the Indigent Health Care Program.

Commissioners reconvened into open court at 11:35 a.m.

As a result of the Executive Session, motion was made by Comm. Harmon, seconded by Comm. Miller, to approve hiring a caseworker/computer operator for the Indigent Health Care office at a salary of \$1,280.00 per month for the remainder of the fiscal year. All voted aye; motion passed.

Court recessed for lunch at 12:05 p.m.

Court reconvened into open session at 1:30 p.m.

7. HOSPITAL BUILDING

After a discussion with the County Attorney concerning legal issues and requirements of advertising the old hospital building for sale, motion was made by Comm. Harmon, seconded by Comm. York, to advertise for the sale of the old hospital building and grounds, subject to meeting all legal requirements concerning its legal conveyance. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the minutes of the meeting of February 2, 1987, as presented. All voted aye; motion passed.

CONSIDERATIONS

1. BANK DEPOSITORY CONTRACT

Motion by Comm. Roe, seconded by Comm. York, to approve authorizing the advertising for bids for a bank depository contract for 1987-1988, based upon the specifications that were prepared by Lockhart & Company, of which a copy is attached to these minutes. In addition to these specifications, the following paragraph will be included:

"Johnson County is making preparations to build a county jail, and it is anticipated that five to seven million dollars from bonds or certificates of obligation will be deposited in escrow during the next two years to finance the construction of the jail."

All voted aye; motion passed.

15. VOTING BOX BOUNDARY LINES

Motion was made by Comm. York, seconded by Comm. Miller, to approve Clifford Recer, County Surveyor, preparing the field notes for the two voting boxes, one on west side of Cleburne and one on the east side of Cleburne, which are not in the city limits, with the change including the north half of the Courthouse of Precinct

7

No. 4, at an estimated cost of \$150 - \$200. All voted aye; motion passed.

23. BURLESON ANNEX

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve having outdoor carpet installed on top of the two handicap ramps at the Burleson Annex, at an estimated cost of \$190.00. All voted aye; motion passed.

22. REQUEST FOR JUVENILE EMPLOYEE TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Susan Musick, Juvenile Probation Officer, attending a re-certification workshop at New Braunfels, Texas, on February 22 - February 27, 1987. All voted aye; motion passed.

16. LINE ITEM BUDGET AMENDMENT

Motion by Comm. Harmon, seconded by Comm. Miller, to approve the line item budget amendment as presented by the County Auditor, which would include combining certain accounts into the general fund, as recommended by the outside auditors. All voted aye; motion passed.

4. TELEPHONE RECORDER FOR JURY PANELS

Motion by Comm. Miller, seconded by Comm. Harmon, to approve the purchase of a tape recorder-answering machine at an estimated cost of \$550.00 and the installation of a telephone line for a jury notification system. If a recorder-answering machine that is compatible with the phone system can be purchased at a lesser price, the one with the lower price would be purchased. All voted aye; motion passed.

20. REQUEST FROM AT & T TO CROSS COUNTY ROADS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the American Telephone & Telegraph boring under county roads adjacent to the MKT Railroad right of way in Johnson County with AT & T being responsible for repairing any damage to county

roads and posting a deposit of \$150.00 for each county road that is bored under, said deposit being held until each Commissioner has inspected any damage, if any, and approved all repairs to his satisfaction. All voted aye; motion passed.

18. SALARY GRIEVANCE COMMITTEE

Because Pat Tekell, a member of the Salary Grievance Committee was unable to serve on the committee, another name was drawn from the past two Grand Juries. The name of Mrs. B.W. Corzine was drawn, and the County Clerk will notify her of her appointment.

EXECUTIVE SESSION

Commissioners went into Executive Session at 3:30 p.m. to discuss personnel matters and pending litigation.

Commissioners reconvened into open court at 4:45 p.m.

Results of the Executive Session:

6. APPOINTMENT OF BOARD MEMBERS TO JOHNSON COUNTY RURAL FIRE COMM.

Motion was made by Comm. Roe, seconded by Comm. York, to approve appointing W.R. Korb of Rio Vista as a member of the Johnson County Rural Fire Commission. All voted aye; motion passed.

13. PENDING LITIGATION

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve hiring Frank Betancourt of law firm of Dehay & Blanchard in Dallas, to represent the County Clerk, Johnson County, members of Commissioners' Court, and the Judge of the County Court at Law in a lawsuit filed by Jeanine Camp, a former employee in the County Clerk's office. All voted aye; motion passed.

8. QUALITY CONTROL OFFICE

Motion was made by Comm. Miller, seconded by Comm. Harmon, to raise the salary of the Permit Clerk in the Quality Control office to \$875.00 per month. All voted aye; motion passed.

SUPPLEMENTAL AGENDA

No action was taken.

9

Commissioners recessed until Tuesday, February 10, 1987, at 9:00 a.m.,

at which time financial advisors will make presentations.

Commissioners reconvened at 9:00 a.m., Tuesday, February 10, 1987.

PRESENTATIONS BY FINANCIAL ADVISORS

The following financial advisors made presentations to the Court regarding the financing of constructing a county jail:

9:00 a.m. First Southwest Company
9:30 a.m. Consolidated Financial Resources, Inc.
10:00 a.m. Southwestern Capital Markets, Inc.
10:30 a.m. E.F. Hutton & Company, Inc.
11:00 a.m. Southwest Securities, Inc.
11:30 a.m. Eppler, Guerin & Turner, Inc.
1:30 p.m. Underwood, Neuhaus, & Co.

Commissioners recessed at 2:15 p.m.

Commissioners reconvened into open court at 2:25 p.m.

CONSIDERATIONS

7. HOSPITAL BUILDING

Motion by Comm. Roe, seconded by Comm. Harmon, to approve Medical Ancillary Services, Inc., which is owned by Methodist Affiliated Hospitals, removing a special electrical plug for the mobile CAT scan unit from the old hospital building.

VOTING AYE: Comm. Roe, Comm. Harmon, and Comm. Miller

VOTING NO: Comm. York

Motion passed.

12. PALO PINTO COMMUNITY SERVICE CORPORATION

Motion made by Comm. Harmon, seconded by Comm. Miller, to appoint Billy Roe to the Board of Directors of the Palo Pinto Community Service Corporation. All voted aye; motion passed.

249

10

14. PERSONNEL POLICY

Motion was made by Comm. Roe, seconded by Comm. Miller, to form a committee to study the personnel policies of the county and to prepare a draft of possible changes in the personnel policy. The committee will consist of Comm. Ron Harmon as Chairman, County Auditor Donnie Williams, Tax Collector Ed Carroll, Sheriff Eddy Boggs, County Clerk Robby Goodnight, Henry Brown, Director of Quality Control, and Comm. Bud Miller. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 2:55 p.m. to discuss acquisition of real property and personnel matters.

Commissioners reconvened into open court at 3:40 p.m.

Results of the Executive Session:

3. PURCHASING SYSTEM

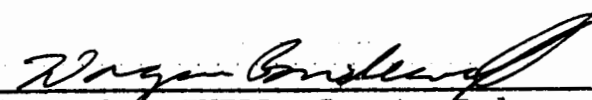
Motion was made by Comm. Harmon, seconded by Comm. Miller, to authorize advertising for an Administrative Assistant who has qualifications and previous experience in a responsible purchasing position. This Administrative Assistant will be responsible to the Commissioners' Court, with the Court adding more responsibilities to the job as the Court sees fit. Salary will be determined after interviewing qualified applicants. All voted aye; motion passed.

CONSIDERATIONS

10. COURTHOUSE REPAIRS

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve having a doorway installed to the telephone operator's office at an estimated cost of \$250.00. All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

11

SPECIFICATIONS FOR BANK DEPOSITORY CONTRACT FOR
1987 AND 1988

Johnson County, in accordance with Article 2545 Vernons Civil Statutes of Texas, hereby issues an invitation to bid on the County Depository Contract for the next two fiscal years (1987 and 1988). These statutes require that all applications for the depository contract shall include a statement of condition and a certified check as a guarantee of good faith. This check should be made payable to the County Judge of Johnson County and be in the amount of \$60,850.

In addition to any other services offered, please specifically address the following areas:

A. Demand Deposits

The County wishes to place all demand deposits into interest-bearing accounts such as a money market or NOW account. Please specify the rates of interest paid on such accounts and any restrictions that apply.

B. Time Deposits

Specify rates paid for all certificates of deposit. List rates by maturities for time deposits under \$100,000 and for \$100,000 and over. List all options such as fixed or guaranteed rate and specify any restrictions that apply.

C. Repurchase Agreements

Specify rates paid for repurchase agreements with maturities of less than 14 days. Specify any restrictions that apply.

D. Other Services

Please include all information, including costs to the County, relating to other services available, such as paying agent on bond issues, banking supplies, and short-term loans.

Johnson County reserves the right to withdraw any amount of funds that are deposited in the County Depository and that are not required immediately to pay obligations of the County, and invest those funds in other legal investments.

Johnson County is making preparations to build a new county jail and it is anticipated that 5 to 7 million dollars from general obligation bonds or certificate of obligation will be deposited in escrow during the next 2 years to finance the building of the new jail.

251

12

Proposed: 12
Approved:

General Fund

Approved
12/29/87

		1	2	3	4	5	6
				To:	From:		Balance
1	Disbursements						
2	✓ Civil Defense						
3							
4	Fica			-0-	25500		(255)
5							
6	✓ Veterans Office						
7							
8	Fica			-0-	163800		(1638)
9							
10	✓ Quality Control						
11							
12	Fica			-0-	446000		(446)
13	Retirement			-0-	436700		(4367)
14							
15	✓ Justice & Peace						
16							
17	Fica			-0-	601700		(6017)
18	Retirement			-0-	589100		(5891)
19							
20	✓ County Auditor						
21							
22	Fica			-0-	534400		(5344)
23	Retirement			-0-	523200		(5232)
24							
25	✓ Ind. Dept. of Public Safety						
26							
27	Fica			-0-	75400		(754)
28	Retirement			-0-	73800		(738)
29							
30	✓ Co. Extension Office						
31							
32	Fica			-0-	75500		(755)
33	Retirement			-0-	73900		(739)
34							
35	✓ District Judges						
36							
37	Fica			-0-	325000		(3250)
38	Retirement			-0-	318200		(3182)
39	Telephone			699700	700000		(3)
40	Adm. Jud. District			218100	217800		3
41							
42	✓ Juvenile Board						
43							
44	Fica			-0-	61900		(619)
45	Retirement			-0-	60600		(606)
46							
47							
48							
49							
50							

General Fund (cont)

	1	2	3	4	5	6
			To:	From:		Increase Decrease
Disbursements (cont)						
County Clerk						
Deputies (one attached)			111,684.00	113,872.00		(2,188.00)
Fica			-0-	10,326.00		(10,326.00)
Retirement			-0-	10,110.00		(10,110.00)
District Clerk						
Fica			-0-	6,755.00		(6,755.00)
Retirement			-0-	6,613.00		(6,613.00)
Co. Treasurer						
Fica			-0-	2,416.00		(2,416.00)
Retirement			-0-	2,365.00		(2,365.00)
Tax Assessor						
Fica			-0-	17,342.00		(17,342.00)
Retirement			-0-	16,978.00		(16,978.00)
Voter Registration						
Fica			-0-	9,290.00		(9,290.00)
Retirement			-0-	9,100.00		(9,100.00)
Sheriff						
Fica			-0-	56,936.00		(56,936.00)
Retirement			-0-	55,742.00		(55,742.00)
Liability Insurance			16,963.00	-0-		16,963.00
Co. Attorney						
Fica			-0-	8,496.00		(8,496.00)
Retirement			-0-	8,318.00		(8,318.00)
District Attorney						
Fica			-0-	10,640.00		(10,640.00)
Retirement			-0-	10,416.00		(10,416.00)
County Judge						
Fica			-0-	3,864.00		(3,864.00)
Retirement			-0-	3,783.00		(3,783.00)

253

14

General Fund (cont)

Prepared by	K2
Approved by	

	1	2	3	4	5	6
WILSON JONES MAIL ROOM	Disbursements (cont)			To:	From:	Balance
1	✓ Constables					
2						
3	From			- 0 -	1920 00	(1920
4	Retirement			- 0 -	1880 00	(1880
5						
6	✓ Co. Court as Law					
7						
8	From			- 0 -	5257 00	(5257
9	Retirement			- 0 -	5147 00	(5147
10						
11	✓ Courthouse + Jail					
12						
13	From			- 0 -	2427 00	(2427
14	Retirement			- 0 -	2376 00	(2376
15						
16	✓ Non-Departmental					
17						
18	From			- 0 -	356 00	(356
19	w/c + w/s			- 0 -	14000 00	(14000
20	Group Medical			- 0 -	172000 00	(172000
21						
22						
23	Grange benefits			505593 00	- 0 -	505593
24						
25	✓ Juvenile office (see attached)					
26						
27	Salary-Chief			29901 00	21008 00	8875
28	Salary-Clerks			25807 00	11767 00	14040
29	Salary-Det. officers			70763 00	- 0 -	70763
30	Travel-Chief			5800 00	3300 00	2500
31	From			- 0 -	2344 00	(2344
32	Retirement			- 0 -	2295 00	(2295
33	Matching Grant			- 0 -	95847 00	(95847
34	Juvenile Audit			2500 00	- 0 -	2500
35						
36	Jury					
37						
38	Court Reporters			90448 00	- 0 -	90448
39	Juries			60000 00	- 0 -	60000
40						
41	Law Library					
42						
43	Salary-Custodian			11767 00	- 0 -	11767
44	Books			15000 00	- 0 -	15000
45						
46	✓ Light of Way					
47						
48	Flood Control			4500 00	- 0 -	4500
49	Land Acquisition			485500 00		485500
50						
	Totals			144540 00	211740 00	203140

General Fund

		1	2	3	4	5	6
Income:				To:	From:	Increase Decrease	
✓ Juvenile Grant				21124.00	- 0 -		21124.00
✓ Jus. Prob. Fee				11000.00	- 0 -		11000.00
✓ Miscellaneous				11000.00	- 0 -		11000.00
✓ Sheriff's Fee				26000.00			26000.00
✓ Taxes				229449.00	1872737.00		352712.00
✓ Other Fees of office				35700.00	66000.00		29100.00
✓ Sonerville County				13175.00	7700.00		5475.00
✓ Interest Income				107000.00	1000000.00		700000.00
Total				2454448.00	1987037.00		467411.00
Disbursements				5068965.00	4365321.00		703644.00
Income				4463504.00	3996093.00		467411.00
					increase of		236233.00

Jerry Ford

[illegible]

Light & Way

	Initials	U
Prepared by	KB	1-23
Approved by		

[illegible]

257

13

Law Library

Prepared by	H3	1-2
Approved by		

WILSON JONES PAGE 411-A	(Consolidate with General Fund)						Increase Decrease
	1	2	3	4	5	6	
			To:	From:			
1	Disbursements:						
2							
3	Salary - Custodian		- 0 -	11,767.00			(11,767.00)
4	Books		- 0 -	15,000.00			(15,000.00)
5	Fica		- 0 -	842.00			(842.00)
6	Retirement		- 0 -	824.00			(824.00)
7	Hospitalization		- 0 -	960.00			(960.00)
8							
9	Total			29,393.00			(29,393.00)
10							
11	Income:						
12							
13							
14	Cont. Fund		- 0 -	29,000.00			(29,000.00)
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							

Hospital Proceeds

	Initials	Date
Prepared by	JE	4-2-37
Approved by		

	1	2	3	4	5	6
Disbursements:			To:	From:		Increase Decrease
Fica			- 0 -	1253500		(1253500)
Retirement			- 0 -	1227200		(1227200)
Hospitalization			- 0 -	768000		(768000)
W/C & U/S			- 0 -	300000		(300000)
Prize Benefits			3548700	- 0 -		3548700
Commodities			500000	800000		(300000)
Ind Health Supplies			600000	300000		300000
Ind Health Publications			900000	400000		500000
Health off - Supplies			1500000	2000000		(500000)
			4888700	4888700		- 0 -
Added:						
Prosthetic - 8000						
Equipment 8000						
Take Home:						
Ind & AC 1200000						
Indigene Health Care			18400000	20000000		(1600000)
Foster Care			800000	- 0 -		800000
Counseling			800000	- 0 -		800000

258

259

JVP Ford (see attached)

Page No.	13
Date	

	1	2	3	4	5	6
Disbursements:			To:	From:		Balance
1 Probation:						
2						
3 Chief Prob. Officer			-0-	8893.00		(8893.00)
4 Travel - Prob. off.			4500.00	7500.00		(3000.00)
5 Fee			-0-	5259.00		15259.00
6 Retirement			-0-	5149.00		(5149.00)
7 Hospitalization			-0-	4722.00		(4722.00)
8 Fringe Benefits			14404.00	-0-		14404.00
9						
10 Detection:						
11 Salaries			-0-	84835.00		(84835.00)
12 Fee			-0-	6066.00		(6066.00)
13 Retirement			-0-	5939.00		(5939.00)
14 Hospitalization			-0-	7216.00		(7216.00)
15 Supplies			-0-	1500.00		(1500.00)
16						
17 Miscellaneous						
18						
19 Travel			-0-	3000.00		(3000.00)
20 Audit			-0-	2500.00		(2500.00)
21 Misc Exp.			-0-	2000.00		(2000.00)
22 W/C - U/I			-0-	4930.00		(4930.00)
23						
24			18904.00	149509.00		(130605.00)
25						
26 Income:						
27						
28 Comm. Admin Fund			-0-	84166.00		(84166.00)
29 Grant Fund			-0-	23961.00		(23961.00)
30 County Watch			-0-	95847.00		(95847.00)
31 Probation Fund			-0-	11000.00		(11000.00)
32 Misc.			-0-	3000.00		(3000.00)
33						
34 State Aid			83563.00	-0-		83563.00
35						
36						
37			83563.00	217974.00		(134411.00)
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

21

	Totals	Doc
Prepared by	KB	1787
Approved by		

[illegible]

261

22

R+B#2

Prepared by:	RB
Approved by:	

	1	2	3	4	5	6
Disbursements			To	From		Balance
1						
2			-0-	10787.00		(10787.00)
3			-0-	10561.00		(10561.00)
4			-0-	11000.00		(11000.00)
5			-0-	11390.00		(11390.00)
6			43738.00	-0-		43738.00
7						
8						
9			43738.00	43738.00		-0-
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

263 24

R-B #4

Indicate	123	7-9
Approved By		
Approved Date		

WILSON JONES DATE							Increase Decrease
	1	2	3	4	5	6	
	Disbursements		To:	From:			
1							
2	1			11516.00			(11516.00)
3	Retirement			11274.00			(11274.00)
4	Hospitalization			8781.00			(8781.00)
5	W/C & U/S			8000.00			(8000.00)
6	Surge benefits		39571.00				39571.00
7							
8							
9			39571.00	39571.00			
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							

25

GENERAL FUND

COUNTY CLERK

PAYROLL SUMMARY

Senior Deputy	\$15,024.00
Deputy I 1 @	11,700.00
Deputy I 1 @	11,520.00
Deputy II 1 @	11,280.00
Deputy II 1 @	10,800.00
Deputy III 1 @	10,560.00
Deputy III 4 @	10,200.00

264

265

26

GENERAL FUND

JUVENILE FUND

Salary - Chief	\$29,901.00
Salary - Detention Officers	70,763.00
Salary Clerks	25,807.00
Travel - Chief	5,800.00
Telephone	3,700.00
Postage	250.00
Juvenile Audit	2,500.00

TOTAL BUDGET

\$138,721.00

PAYROLL SUMMARY

Detention Officer 1 @	\$15,272.00
Detention Officer 1 @	14,403.00
Detention Officer 1 @	13,872.00
Detention Officer 2 @	13,608.00
Clerk 1 @	14,040.00
Clerk 1 @	11,767.00

JVP FUND

Estimated Receipts:

State Aid #TJPC-A-87-126	\$83,563.00	
Total Receipts		\$83,563.00

Estimated Disbursements:

Probation Officers	\$64,659.00	
Travel - Probation Officers	4,500.00	
Fringe Benefits	14,404.00	
Total Disbursements		\$83,563.00
Balance in Fund		-0-

Payroll Summary

Travel

Probation Officer 1 @	\$23,922.00	\$1,500.00
Probation Officer 1 @	22,737.00	1,500.00
Probation Officer 1 @	18,000.00	1,500.00

267
JOHNSON COUNTY

23
OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

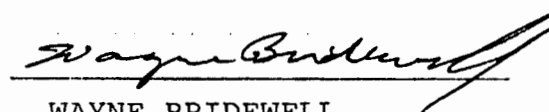
(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
FEBRUARY 13, 1987 - 9:00 A.M.

9:00 A.M. REVIEW WRITTEN PROPOSALS FOR THE NEW
COUNTY 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 of the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
February 10, 1987

29
FEBRUARY 13, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 13th day of February, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a called session with all members present and considered the following:

The Commissioners' Court met to consider proposals for construction of a county jail from architects, jail construction companies, and construction managers.

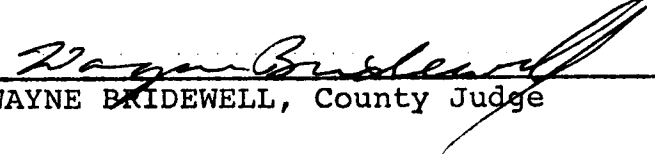
The Court recessed at 9:25 a.m. to study the proposals.

The Court reconvened into open court at 11:15 a.m.

The following architects, construction companies, and construction managers will be interviewed beginning Monday, February 16, 1987, and continuing Tuesday, February 17, 1987:

1. Parkey & Partners
2. Jail Planners
3. SHWC, Inc.
4. D.S.A., Inc.
5. Creative Environmental Concepts
6. Gondeck
7. DiStefano & Associates
8. Danny Butler

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

268

269

30

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

FEBRUARY 16, 1987 - 8:30 A.M.

8:30 A.M. COUNTY ROAD 414
 COUNTY ROAD 602A

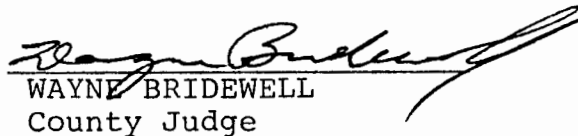
9:00 CONSIDERATIONS

1. Hospital Building
2. Advertising for Bids
3. Justice of the Peace Precinct #4
4. Litigation - Dale Hanna
5. County Jail
6. Voters Registration
7. Voting Box Boundary Lines
8. Johnson County Historical Commission
9. Interview of Architects, jail construction companies and construction managers for new county jail

11:00 EXECUTIVE SESSION

1. V.T.C.S. art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 8:30 A.M.
February 13, 1987

31

FEBRUARY 16, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 16th day of February, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a called session with all members present and considered the following:

CONSIDERATIONS

2. ADVERTISING FOR BIDS

Motion was made by Comm. Miller, seconded by Comm. Harmon, to authorize advertising for the sale of any excess items at the old hospital building that the County does not need. All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. York, to authorize advertising for routine electrical and plumbing maintenance repairs at the county jail for a period of six months on an hourly basis with a response time of 24 hours. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 9:37 a.m. to discuss personnel matters.

Commissioners reconvened into open court at 10:10 a.m.

Results of the Executive Session:

6. VOTERS REGISTRATION

7. VOTING BOX BOUNDARY LINES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve appointing a committee to study the voters registration, voting machines, designated polling places, and voting box boundary lines. This committee will consist of the County Judge, Tax Collector, County Clerk, and County Chairmen of the Democratic and Republican parties. All voted aye; motion passed.

211 32

CONSIDERATIONS

1. HOSPITAL BUILDING

Motion was made by Comm. Miller, seconded by Comm. Harmon, to buy a used 11 HP Dynamark lawnmower for \$375.00, to be used for the hospital grounds. All voted aye; motion passed.

Commissioners recessed at 10:20 a.m.

Commissioners reconvened into open court at 10:30 a.m.

EXECUTIVE SESSION

Commissioners went into Executive Session at 10:30 a.m. to discuss pending litigation and land acquisition.

Commissioners reconvened into open session at 11:20 a.m.

No action was taken as a result of Executive Session.

Commissioners recessed for lunch at 11:20 a.m.

Commissioners reconvened into open session at 1:30 p.m.

INTERVIEWS

The following three companies made presentations concerning the construction of a county jail:

1:30 p.m. Parkey & Partners

2:15 p.m. Jail Planners

3:00 p.m. SHWC, Inc.

Commissioners recessed at 3:45 p.m.

Commissioners reconvened into open session at 4:00 p.m.

CONSIDERATIONS

3. JUSTICE OF THE PEACE, PRECINCT NO. 4

Motion was made by Comm. York, seconded by Comm. Harmon, to remove the wall between the Justice of the Peace Precinct #4 office and storage closet and the wall in the hallway and to close in that

23

area for the Justice of the Peace office, at an estimated cost of \$200.00, and to purchase an additional phone for that office at an estimated cost of \$100.00. All voted aye; motion passed.

Commissioners recessed until Tuesday, February 17, 1987, at 9:00 a.m.,
at which time jail construction firms will make presentations.
Commissioners reconvened at 9:00 a.m., Tuesday, February 17, 1987.

PRESENTATIONS BY JAIL CONSTRUCTION
FIRMS

The following jail construction firms made presentations to the Court regarding the construction of a county jail:

9:00 a.m. D.S.A., Inc.
9:45 a.m. Creative Environmental Concepts
10:30 a.m. Gondeck
11:15 a.m. DiStefano & Associates
1:30 p.m. Danny Butler

EXECUTIVE SESSION

Commissioners went into Executive Session at 2:45 p.m. to discuss pending litigation with the County Attorney and acquisition of real property.

Commissioners reconvened into open court at 3:45 p.m.

Results of the Executive Session:

4. LITIGATION

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve hiring Lee Thomas, an attorney in Fort Worth, to represent Robby Goodnight, County Clerk, in his official and individual capacities in a lawsuit filed by Jeanine Camp against the County Clerk, Judge of County Court at Law, Johnson County, and members of the Commissioners' Court. All voted aye; motion passed.

213

28

CONSIDERATIONS

2. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. Miller, to authorize advertising for bids to repair the motor of a 1986 Chevrolet truck-tractor with a Caterpillar diesel engine for Precinct No. 3. All voted aye; motion passed.

1. HOSPITAL BUILDING

Motion was made by Comm. Roe, seconded by Comm. Harmon, to authorize the payment of a 1% finder's fee to a real estate agent that would deliver a contract of sale for the purchase of the old hospital building, sale amount to be acceptable to the Commissioners' Court. All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

FEBRUARY 23, 1987 - 9:00 A.M..

9:00 A.M.

CONSIDERATIONS

1. Request by County Auditor to attend County Auditors Seminar at Austin
2. County Jail
3. Hospital Building
4. Johnson County Historical Commission
5. Renaming of County Road 602 A
6. Grant for Juvenile Investigator
7. Option to Purchase Property for New Jail Site
8. Audit of Telephone and Utility Bills

9:45

APPROVAL OF MINUTES

10:00

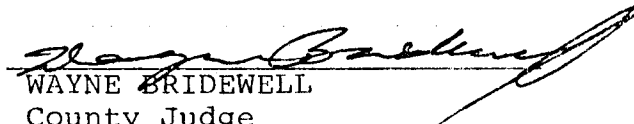
OPEN BIDS ON LIGHT FIXTURES AT JAIL, USED WHEEL LOADER BACKHOE FOR PRECINCT # 4, AND ROAD MATERIAL, PEA GRAVEL AND HAULING

11:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
February 20, 1987

274

275

February 23, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 23rd day of February, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

1. REQUEST BY COUNTY AUDITOR TO ATTEND SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the County Auditor attending a seminar for new County Auditors in Austin on March 16 through 19, 1987. All voted aye; motion passed.

6. GRANT FOR JUVENILE INVESTIGATOR

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Resolution, attached to the minutes, approving the 3rd year application for a grant for a juvenile officer and secretary for the Sheriff's Office. All voted aye; motion passed.

5. RENAMING OF COUNTY ROAD 602A

Motion was made by Comm. Miller, seconded by Comm. York, to approve the renaming of County Road 602A to John R. Brooks Road, with the County continuing to have County Road 602A signs on the road, and with Mr. John W. Brooks agreeing to have the road name signs prepared for each end of the road at his own personal expense, and the payment of a \$100.00 fee for renaming the road. All voted aye; motion passed.

8. AUDIT OF TELEPHONE AND UTILITY BILLS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve Ben Sanford and Associates, Inc., auditing the records of

the telephone, electric, and gas companies that have provided services for Johnson County with Johnson County agreeing to pay 60% of all refunds or credits obtained by BSA, Inc. within 10 days from receiving cash or credit from the vendor in question. BSA, Inc. shall not participate in subsequent monthly savings realized by Johnson County, and if no refunds are obtained, there will be no fee for this service. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. York, seconded by Comm. Miller, to approve the minutes of the Commissioners' Court meetings on February 9, February 13, and February 16, 1987. All voted aye; motion passed.

CONSIDERATIONS

4. JOHNSON COUNTY HISTORICAL COMMISSION

Judge Bridewell requested the Commissioners to review the list of members of the Historical Commission. No action taken.

EXECUTIVE SESSION

Commissioners went into Executive Session at 9:40 a.m. to discuss acquisition of real property.

Commissioners reconvened into open court at 10:00 a.m.

Results of the Executive Session:

7. OPTION TO PURCHASE PROPERTY FOR NEW JAIL SITE

Motion was made by Comm. York, seconded by Comm. Miller, to approve Johnson County signing the option agreement to purchase 35.23 acres of land from John Wasilchak for \$6,000.00 per acre on a six month option, with a copy of the option agreement being attached to the minutes. All voted aye; motion passed.

OPENING OF BIDS

The following bids were opened: (Copies of bids are attached)

Used Wheel Loader Backhoe: Wright Ford Tractor

Motion was made by Comm. Roe, seconded by Comm. York, to approve the bid of Wright Ford Tractor for the purchase of a Ford 555-B tractor loader backhoe with the trade-in of a used Case 1150B tractor loader with a difference of \$13,950.00 to be paid by Johnson County. All voted aye; motion passed.

Light Fixtures at County Jail: Aaron Electric, Fort Worth

and Hunt Electric, Cleburne

These bids will be reviewed to determine which is the lower bid.

No action taken.

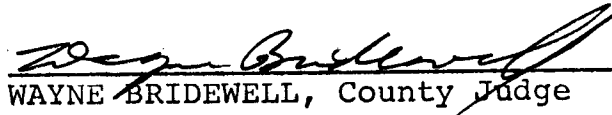
Road Material, Pea Gravel and Hauling: J&B Transportation

Company, Inc., Brazos Point, Inc., Chem-Cal Lime, Inc., Charlie Phillips Trucking, Inc., Davis Trucking, Johnny Isenburg, and Texas Lime Co.

These bids will be reviewed to determine which is the lowest bid.

No action taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

STATE OF TEXAS

COUNTY OF JOHNSON

Be it remembered that the Commissioners Court of Johnson County, Texas, met in special session at its regular meeting place in the Courthouse on the 23rd day of February, 1987, with all the members present and acting, to-wit:

A Motion was made by Commissioner Rob to approve the application to the Council of Governments for assistance in the third (3rd) year for project funding in and on October 1, 1988 (10-1-88). This Project provides for one (1) Juvenile Investigator and one (1) Secretary for Johnson County. This action of approval for funding for the County's share of the Grant being approved by the Council of Governments.

A resolution was also made to continue this Project at least the same level after the Grant expires if it proves to be successful.

The Motion and Resolution were seconded by Commissioner Miller.

The Motion and Resolution were declared to have carried.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Johnson County, Texas approves this submission of a Juvenile Officer Grant Application in its second (2nd) year to the Council of Governments.

Billy Z. Roe
COMMISSIONER, PRECINCT # 1

James W. Sparks
COMMISSIONER, PRECINCT # 3

[Signature]
COMMISSIONER, PRECINCT # 2

Bud. McLeod
COMMISSIONER, PRECINCT # 4

Blayne B. Burtch
COUNTY JUDGE

Proposal

Page No. _____ of _____ Pages

AARON ELECTRIC

P. O. BOX 6342 • FORT WORTH, TEXAS 76115 • 483 - 9674

PROPOSAL SUBMITTED TO <i>Johnson County</i>	PHONE	DATE <i>2-16-87</i>
STREET	JOB NAME <i>County Jail</i>	
CITY, STATE AND ZIP CODE <i>Deburne, Texas</i>	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

*Furnish All Labor & Material
and Light Fixtures*

Change out fixtures: Type-Kenal-S-1235

*Price Per fixtures: 175.⁰⁰
Labor & material & fixture*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

One Hundred & Seventy Five ⁰⁰/₁₀₀ dollars (\$ *175.⁰⁰ per unit*)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Boyd P. Aaron

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

February 17, 1987

Johnson County
Johnson County Courthouse
Cleburne, Texas 76031

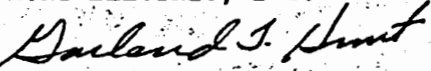
Gentlemen:

The jail fixture and installation specification sheet is so vague that I cannot give you a fair contract price. The sheet does not give enough information to enable me to figure conduit runs, wire lengths, etc. Also, I do not know how much waiting time is involved for the jailer to move prisoners from one cell to another while work is taking place. Therefore, my bid is figured on a cost plus basis.

Please find enclosed my written proposal. If you have any questions, please feel free to give me a call. I feel my company can perform quality workmanship along with keeping costs at an efficient rate.

Sincerely,

HUNT ELECTRIC, INC.



Garland T. Hunt
President

GTH/kh

Enclosure

280

281
ProposalPage No. **01** of **Pages****HUNT ELECTRIC, INC.**
Electrical Contractors
P.O. Drawer O
CLEBURNE, TEXAS 76031
(817) 645-8566 (817) 295-2208

PROPOSAL SUBMITTED TO Johnson County		PHONE 641-4421	DATE February 17, 1987
STREET Johnson County Courthouse		JOB NAME County Jail	
CITY, STATE and ZIP CODE Cleburne, Texas 76031		JOB LOCATION 116 South Mill	
ARCHITECT	DATE OF PLANS	JOB PHONE 645-8844	

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

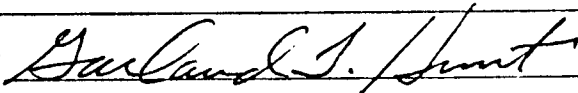
SEE BELOW

dollars (\$ _____).

Payment to be made as follows:

UPON COMPLETION — PAYMENT IS DUE AND PAYABLE UPON RECEIPT OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
SignatureNote: This proposal may be withdrawn by us if not accepted within **30** days.

We hereby submit specifications and estimates for:

MATERIAL	15% X last column of Trade Service *	
LABOR	Journeyman	24.00 per hour
	1 year helper	6.50 per hour
	2 year helper	9.50 per hour
	3 year helper	13.00 per hour
	4 year helper	16.25 per hour

*Trade Service is a national suggested wholesale pricing service

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

THE STATE OF TEXAS *
COUNTY OF JOHNSON * KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by and between JOHN WASILCHAK of P.O. Box 484, Nemo, Texas 76070, hereinafter called OPTIONOR, and JOHNSON COUNTY of the State of Texas, hereinafter called OPTIONEE.

In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to OPTIONOR, the receipt of which is hereby acknowledged, OPTIONOR hereby grants to OPTIONEE, its successors or assigns, the exclusive right and option to buy property in the County of Johnson, State of Texas, described as follows:

BEING a part of the HECTOR McNEIL SURVEY, Abstract 565, Johnson County, Texas, and being the 30.03 acre tract as described in Volume 328, Page 161, and the 5.21 acre tract as described in Volume 321, Page 392, Deed Records of Johnson County, Texas;

BEGINNING at a steel pin being the Northeast corner of a 5.21 acre tract as described in Volume 321, Page 362, Deed Records of Johnson County, Texas;

THENCE South 115.2 varas, passing the Southeast corner of said 5.21 acre tract and the Northeast corner of the 30.03 acre tract as described in Volume 328, Page 161, Deed Records of Johnson County, Texas, continuing in all 2064.44 feet to a steel pin for corner;

THENCE South 88 degrees 45 minutes West 758.33 feet to a steel pin for corner;

THENCE North 00 degrees 55 minutes East 2076.20 feet to a steel pin for corner;

THENCE North 89 degrees 37 minutes East 724.89 feet to the PLACE OF BEGINNING and containing 35.23 acres of land;

for the sum of TWO HUNDRED AND ELEVEN THOUSAND THREE HUNDRED AND EIGHTY AND NO/100 DOLLARS (\$211,380.00), hereinafter called the purchase price.

If the OPTIONEE purchases the property subject to this agreement, the consideration paid for this option shall not be applied to the purchase price.

282

Written notice exercising this option shall be given on or before 180 days from the date this option is executed; and within 30 days after receipt thereof, OPTIONOR shall deliver to OPTIONEE, against payment of the purchase price, a general warranty deed to said property. Tender of OPTIONEE'S valid check shall constitute a sufficient tender of the purchase price.

The title to said property is to be conveyed free and clear of all encumbrances, including the following reservations and exceptions:

none p.b.
✓

The OPTIONOR shall furnish OPTIONEE a policy of title insurance insuring the title of OPTIONEE to be free and clear of all matters except those reserved or excepted herein.

The advalorem taxes shall be prorated between the parties to date of delivery of the deed of conveyance; if said taxes are not ascertainable at the time of delivery of the deed of conveyance, the amount of the prior year's taxes shall then be used as a basis of proration. All special assessments, if any, shall be paid by OPTIONOR.

OPTIONOR shall furnish to OPTIONEE a plat of a road extending from the subject property directly to Vantage Street and OPTIONEE shall pave, curb, gutter and maintain said road.

OPTIONOR shall dedicate a sixty-foot strip of property to the City of Cleburne across a 5.1 acre tract owned by OPTIONOR which is adjacent to the subject property to be used for establishing a road extending from the subject property to Kilpatrick Street; OPTIONOR shall have the right to choose the location of such roadway.

OPTIONOR shall cause the subject property to be re-platted.

OPTIONOR shall obtain a special use permit from the City of Cleburne for the purpose of constructing a Johnson County Law Enforcement Complex. This is to be accomplished by appropriate zoning application procedures.

The exercise of OPTIONEE'S option to purchase is contingent upon OPTIONEE'S receiving approval of appropriate financing.

The exercise of OPTIONEE'S option to purchase is contingent upon the approval by its appointed architect of the soil suitability for the intended use after proper testing.

OPTIONOR shall furnish to OPTIONEE as soon as possible a title report of the subject property.

OPTIONOR shall furnish to OPTIONEE an up-to-date survey of the property the subject of this Contract.

OPTIONEE shall reimburse OPTIONOR the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00), or the exact amount of expenses incurred by OPTIONOR, whichever is less, for the following performances by OPTIONOR, to-wit:


1. Obtaining a plat of a road extending from the property to be purchased by Optionee to Vantage Street;
2. Obtaining a re-plat of the subject property;
3. Obtaining a special use permit from the City of Cleburne;
4. Obtaining an up-to-date survey of the subject property.

All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the party's above listed address, or when delivered personally to such party.

285

This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, or assigns.

IN WITNESS WHEREOF, the OPTIONOR and OPTIONEE have executed this Option this 23rd day of February, 1987.


JOHN WASILCHAK, OPTIONOR
P.O. Box 484
Nemo, Texas 76070

COUNTY OF JOHNSON, OPTIONEE

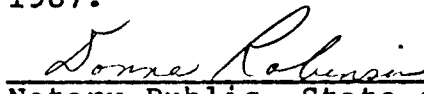
By: 
Wayne Bridewell, County Judge

THE STATE OF TEXAS *

COUNTY OF JOHNSON *

BEFORE ME, the undersigned authority, on this day personally appeared JOHN WASILCHAK, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, 1987.


Notary Public, State of Texas
Notary's Printed Name:
Donna Robinson
Commission Expires: 3-6-89

THE STATE OF TEXAS *

COUNTY OF JOHNSON *

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE BRIDEWELL, County Judge of JOHNSON COUNTY, TEXAS, a governmental body, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the

purposes and consideration therein expressed; in the
capacity therein stated, and as the act and deed of said
JOHNSON COUNTY, of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day
of February, 1987.

Connie K. Allen
Notary Public, State of Texas
Notary's Printed Name:
CONNIE K. ALLEN
Commission Expires: 3-20-90

287

817/45-2321

Metro 817/477/3335

CHARLIE PHILLIPS TRUCKING, INC.
SAND & GRAVEL
DRAWER G
ALVARADO, TEXAS 76009

February 16, 1987

Johnson County

Thank you for the opportunity to quote the following material:

Flexible Base (Specification attached) - Our price
is \$2.85 per ton FOB our crusher and
haul rates from the crusher to the job
site are attached depending on mileage.

Pea Gravel - Our price is \$3.80 per ton FOB
Brazos Point and haul rates from the
Brazos Point to the job site are
attached depending on mileage.

CHARLIE PHILLIPS TRUCKING, INC.

Arnold McBeath
Superintendent

Arnold McBeath

SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC.
MOTOR FREIGHT COMMODITY TARIFF 2-I

SECTION 3 - DISTANCE COMMODITY RATES

ITEM 411 SAND, GRAVEL AND OTHER COMMODITIES AS DESCRIBED IN ITEM 415 (NOTES 4, 5, 6 & 7)

Col. 1 - Minimum weight 10 tons per vehicle used (Note 3).

Col. 2 - Minimum weight 20 tons per vehicle used (Note 1).

RATES IN CENTS PER TON

DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES	
		COL. 2 20 TONS			COL. 2 20 TONS			COL. 2 20 TONS
10 & Under		171	35		380	136 - 140		1109
11		177	36		392	141 - 145		1146
12		183	37		405	146 - 150		1181
13		189	38		414	151 - 155		1216
14		195	39		422	156 - 160		1247
15		207	40		435	161 - 165		1280
16		213	41 - 45		468	166 - 170		1313
17		219	46 - 50		521	171 - 175		1346
18		222	51 - 55		555	176 - 180		1379
19		234	56 - 60		578	181 - 185		1412
20		241	61 - 65		621	186 - 190		1442
21		249	66 - 70		670	191 - 195		1475
22		257	71 - 75		685	196 - 200		1506
23		261	76 - 80		721	201 & Over		Note 2
24		273	81 - 85		755			
25		278	86 - 90		784			
26		287	91 - 95		812			
27		294	96 - 100		837			
28		306	101 - 105		882			
29		314	106 - 110		912			
30		327	111 - 115		943			
31		341	116 - 120		973			
32		349	121 - 125		1003			
33		361	126 - 130		1039			
34		370	131 - 135		1075			

(Continued)

THIS SPACE INTENTIONALLY LEFT BLANK

ISSUED: FEBRUARY 2, 1987

EFFECTIVE: FEBRUARY 7, 1987

ISSUED BY:
SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC., AGENT
1806 RIO GRANDE - P. O. BOX 1377
AUSTIN, TEXAS 78767

974:306A

For explanation of abbreviations and reference marks, see last page of this tariff.

CORRECTION NO. 399

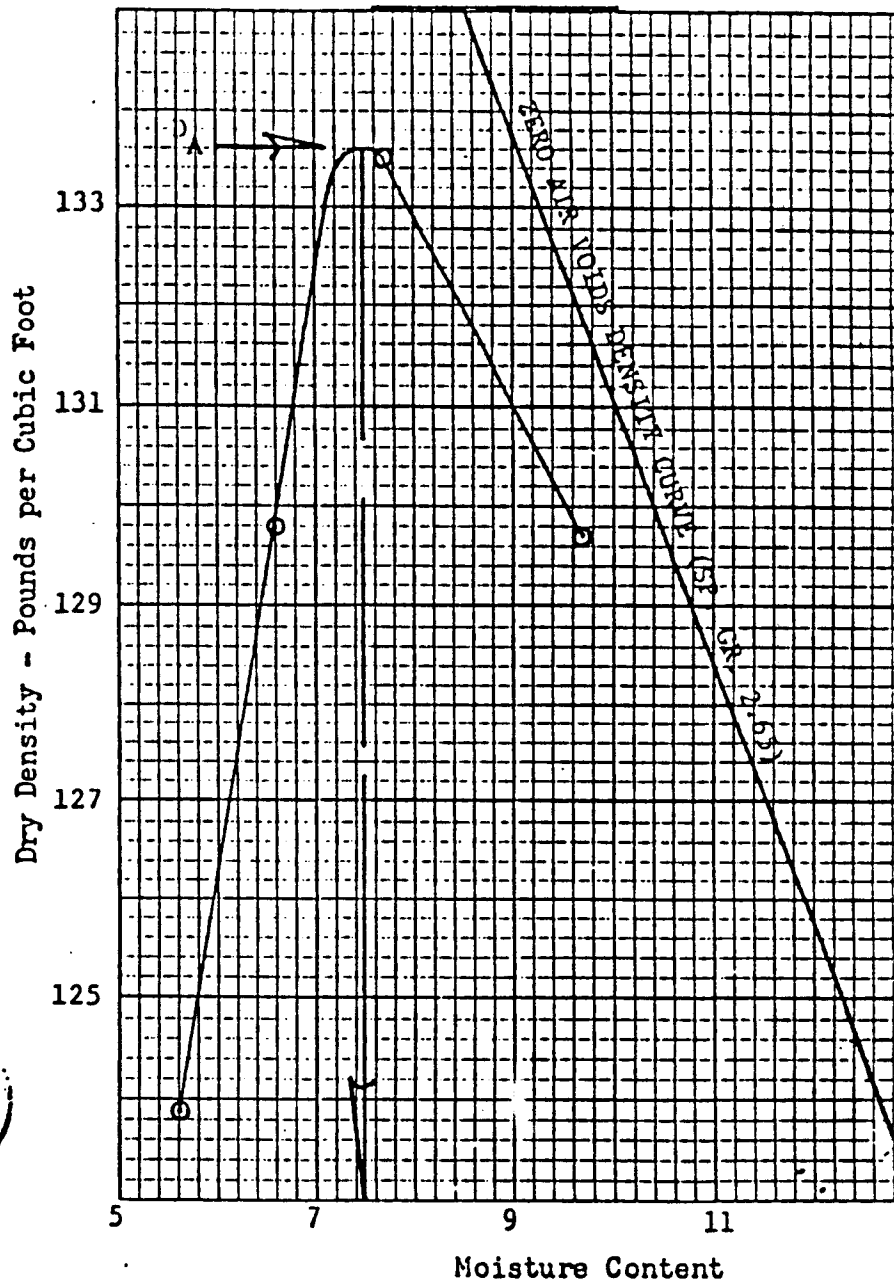
288

289

SOILS AND BASE MOISTURE-DENSITY TEST REPORT

Cont. 3414 Sec. 1 Job 3
 County Johnson
 Proj. or IPE A 3414-1-3
 Highway No. FM 3048
 Engineer E.D. Shockley
 Address Cleburne, Texas
 Contractor Mason Const., Inc.
 Sampler E.E. Raby
 Sampler's Title E.T. IV
 Sampled From Roadway
 Date Sampled 11-6-86
 Date Rec'd 11-6-86 Reported 11-19-86
 DA 133.6
 % Moist. @ DA 7.5
 Specification Item 249
 Ty. A Gr. 4 Class 2
 Flexible Base

Test Method Tex 113E



SAMPLE IDENTIFICATION

Lab. No.		Identification Marks		Location-Property-Station Number			Type of Material	
2-86-1910		Charlie Phillips, Wilbanks Pit, Sta. 80+00					Crushed Limestone	
LL	PI	SL	LS	SR	Class	Soil Binder	WBM % Loss	% Increase to Moisture
23	8	18.4	2.9	1.90		20	33	13

Spec 45max 4-12

PERCENT RETAINED ON

20-35

50 max

20 max

Square Mesh Sieve															Grain Diam.			Spe
Opening in Inches								Sieve Numbers							In Millimeters		fi	
		1 3/4	1 1/4	7/8	5/8	1/2	3/8	4	10	20	40	60	100	200	.05	.005	.001	Grav
		0	5	28	40	46	54	64	73		80							

Spec

0-5

5-35

40-75

65-80

PROPOSAL

DATE: February 13, 1987

TO: Johnson County Commissioners

FROM: Davis Trucking
Rt. 5 Box 1776
Cleburne, Texas 76031
645-7437

Item #1: 100,000 tons Road Base
Bid Round Rock Base @2.00/ton

PRECT.	BASE	HAULING	TOTAL
1	2.00	2.57/ton	\$ 4.57/ton
2	2.00	3.06/ton	5.06/ton
3	2.00	3.61/ton	5.61/ton
4	2.00	2.94/ton	4.94/ton

Item #2: 30,000 tons 3/8" Peagravel
Bid Trinity Peagravel @3.10/ton

PRECT.	BASE	HAULING	TOTAL
1	3.10	2.19/ton	\$ 5.29/ton
2	3.10	2.78/ton	5.88/ton
3	3.10	3.41/ton	6.51/ton
4	3.10	3.32/ton	6.42/ton

30,000 tons 3/8" Peagravel
Bid Brazos Point Peagravel @3.80/ton

PRECT.	BASE	HAULING	TOTAL
1	3.80	2.19/ton	\$ 5.99/ton
2	3.80	2.78/ton	6.58/ton
3	3.80	3.41/ton	7.21/ton
4	3.80	3.32/ton	7.12/ton

[Handwritten signature]

290

291



RANGAIRE CORPORATION

TEXAS LIME COMPANY

P O BOX 851 817/641-4433
CLEBURNE, TEXAS 76031 • TEXAS WATS 1-800-633-8009

February 16, 1987

Mr. Donnis M. Williams
County Auditor
Room 102
County Courthouse
Cleburne, Texas 76031

Dear Mr. Williams:

We appreciate the opportunity to bid on the following material:

100,000 tons Item# 1 $\frac{1}{2}$ " Rock with fines

Our material price will be \$1.60 per ton f.o.b. plantsite on
State Park Road 21.

If we may be of service or if you have any questions, please
call.

Sincerely,

Bob Kendig
Sales Engineer

BK:da

TO: Johnson County
Cleburne, Texas 76031

This is to submit my bid for road base from the Lime Plant
at Blum, Texas to any location in Johnson County at a suit-
able dump site.

South side of the County \$3.00 per ton
North side of the County \$3.23 per ton

Approximately 30,000 Tons of 3/8 pea gravel from General
Portland Trinity Division or Rainbow on FM 199 to:

Freight # 1 \$2.74 per ton
2 2.84
3 2.99
4 2.99

Thank you,

Johnnie Isenberg
Box 215
Grandview, Texas 76050

Tel # 866-2539
-3523
-3550

292

293



CHEMICAL LIME, INC.

February 16, 1987

Johnson County
Cleburne, Texas 76031
Attn: Donnie M. Williams
County Auditor

We are pleased to quote the following price on Road Base Material for the following locations in Johnson County, Texas:

Precinct #1 - Cleburne Civic Center, Cleburne, TX -	\$7.55/ton delivered
Precinct #2 - Downtown Joshua, Texas -	\$8.21/ton delivered
Precinct #3 - Downtown Alvarado, Texas	\$8.70/ton delivered
Precinct #4 - Downtown Grandview, Texas-	\$9.21/ton delivered

Size: 3/8" x 0

Quantity: 100,000 tons approximately

The above prices are subject to Texas R.R.C. freight increases and additional fuel surcharges subsequent to this quotation.

Yours truly,

Merle F. Belcher
Sales

MFB:sb

P.O. BOX 473

CLIFTON, TEXAS 76634

PHONE: 817/675-8668

2-16-87

Johnson County
Cleburne TX. 76031

Brazos Point Inc would like to
submit the follow bid for materials
to be used by Johnson County Pricents.

ASTM Grade 8 PEA GRAVEL

30,000 TONS 3/8 PEA GRAVEL
\$3.50 PER TON Net F.O.B. BRAZOS POINT INC.

Test data will be furnished along with
samples of the material upon Request.

Hal A. Rechenan
Sales Rep. Brazos Point Inc.



BRAZOS POINT, INC.
A Subsidiary of Centex Corporation
P.O. BOX 36338
FORT WORTH, TEXAS 76136

295



7200 Midway Road—P.O. Box 18629—Fort Worth, Tex. 76118
(817) 284-4886 Metro (817) 589-1865

February 13, 1987

Johnson County
County Auditor
Cleburne, Texas 76021

Attn: Donnie M. Williams

HAULING QUOTATION

Price per ton, per loaded mile for the items below:

Item 1 - Approximately 100,000 tons of road base lime plant waste with $\frac{1}{2}$ " rock with fines

Item 2 - Approximately 30,000 tons of $\frac{3}{8}$ " pea gravel

PRICE \$0.09

This quote is firm for the duration of the job. Enclosed is a copy of Railroad Commission certificate, and a Liability Insurance certificate will be sent to you shortly.

Thank You,


Terry Cloud
Sales Manager Aggregate Division

TC/aw

CERTIFICATE OF INSURANCE

ISSUE DATE: 2-19-87

2-19-87

Pam Ellis & Associates
2007 N. Henderson
Dallas, Texas 75206

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	United Southern Assurance
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

J & B Transportation Co., Inc.
P. O. Box 18629
Ft. Worth, Texas 76118

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				<input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY		
	AUTOMOBILE LIABILITY	AC4001	12-1-86	12-1-87	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.) <input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$ 500,	
	EXCESS LIABILITY				<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)		
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\$1,000 BI/PD deductible per occurrence

CERTIFICATE HOLDER

Johnson County Courthouse
County Auditor
Cleburne, Texas 76031
Attn: Donnie M. Williams

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pamela C. Ellis
PAM ELLIS & ASSOCIATES

297



Wright Ford Tractor, Inc.
3319 N. Main, Cleburne, Texas 76031
Phone 645-8870 Metro 477-3652

FEBRUARY 11, 1987

Bid awarded
2-23-87
Dr

JOHNSON COUNTY PRECINCT 4
COURT HOUSE
CLEBURNE, TX 76031

DEAR SIRs:

I WOULD LIKE TO SUBMIT THE FOLLOWING BID FOR YOUR
CONSIDERATION:

1 FORD 555B TRACTOR-LOADER BACKHOE
62 HORSEPOWER DIESEL ENGINE

THIS UNIT MEETS OR EXCEEDS ALL SPECIFICATIONS.
IT HAS BEEN A DEMO MODEL. IT IS IN NEW CONDITION
AND HAS 89 HOURS RUNNING TIME. IT HAS A NEW (1 YEAR)
WARRANTY AND A REDUCED PRICE.

DELIVERED PRICE \$ 26,700.00

TRADE IN VALUE FOR USED CASE
1150B TRACK LOADER \$ 12,750.00

DELIVERED NET PRICE WITH TRADE \$ 13,950.00

THANK YOU FOR YOUR CONSIDERATION.

SINCERELY,

Gene Petross
GENE PETROSS, SALES

GP/gp

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

FEBRUARY 23, 1987 - 9:00 A.M..

9:00 A.M.

CONSIDERATIONS

1. Request by County Auditor to attend County Auditors Seminar at Austin
2. County Jail
3. Hospital Building
4. Johnson County Historical Commission
5. Renaming of County Road 602 A
6. Grant for Juvenile Investigator
7. Option to Purchase Property for New Jail Site
8. Audit of Telephone and Utility Bills

9:45

APPROVAL OF MINUTES

10:00

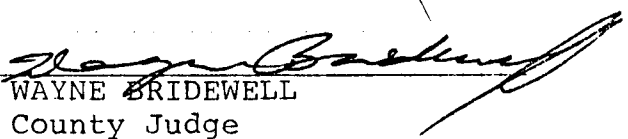
OPEN BIDS ON LIGHT FIXTURES AT JAIL, USED WHEEL LOADER BACKHOE FOR PRECINCT # 4, AND ROAD MATERIAL, PEA GRAVEL AND HAULING

11:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
February 20, 1987

~~298~~

298
JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MARCH 2, 1987 - 8:30 A.M.

8:30 A.M.

COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY
CONTROL AND DEVELOPERS

9:00

READING OF BILLS
APPROVAL OF MINUTES

9:15

SUBDIVISIONS

1. Whispering Creek (Assume Roads) - Prec. # 3
2. Closing a portion of County Road 1114

9:30

CONSIDERATIONS

1. Justice of the Peace Office - Precinct # 1
2. Selection of Architect, Construction Manager and Financial Advisor for New Jail
3. Advertising for Bids
4. Courthouse Repairs
5. Hospital Building
6. County Jail
7. Report on Johnson County Rural Fire Commission
8. Subdivision Roads

10:00

BIDS ON LIGHT FIXTURES AT JAIL AND
ROAD MATERIAL, PEA GRAVEL AND HAULING

11:00

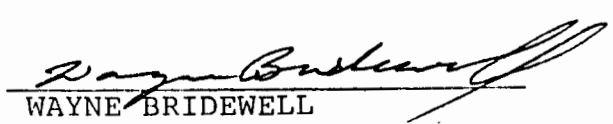
EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

1:30

REVISION OF HOMESTEAD SUBDIVISION PLATS

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 8:30 A.M.
February 26, 1987

MARCH 2, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 2nd day of March, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular called session with all members present and considered the following:

CONSIDERATIONS

6. County Jail

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the purchase of a new commercial washing machine for the County Jail at an estimated cost of \$400.00. All voted aye; motion passed.

READING OF BILLS

Motion was made by Comm. Miller, seconded by Comm. Roe to approve the payment of bills as presented by the County Auditor. All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Miller to approve canceling checks that had been outstanding more than 60 days at the County Treasurer's Office. Comm. York withdrew his motion after discussion about contacting persons about larger checks that were outstanding.

Motion was made by Comm. Roe, seconded by Comm. Harmon to postpone consideration of canceling checks in County Treasurers' Office that have been outstanding for more than 60 days until meeting on March 9 so County Treasurer can contact persons about larger checks that were outstanding. All voted aye; motion passed.

SUBDIVISIONS

2. CLOSING A PORTION OF COUNTY ROAD 1114

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve closing the county's portion of 757.17 feet on the east end of C.R. 1114 where it intersects with Nolan River Drive. All voted aye; motion passed.

300

BIDS ON LIGHT FIXTURES AT JAIL AND ROAD
MATERIAL, PEA GRAVEL AND HAULING

No action taken.

MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the minutes of the Commissioners Court meeting on February 23, 1987 as presented. All voted aye; motion passed.

CONSIDERATIONS

8. SUBDIVISION ROADS

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the consideration of a road classification system for the county. All voted aye; motion passed.

The Commissioners Court will hear a presentation from Morris James, a consultant from Austin, about the establishment of a road classification system on March 9, 1987.

The Commissioner Court recessed for lunch at 11:45 A.M. and reconvened at 1:40 P.M. to consider action on other matters.

REVISION OF HOMESTEAD SUBDIVISION PLATS

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the revisions of the plats of Phase One, Phase Three and Phase Nine, Section A of the Metroplex Homestead Subdivision subject to the paying of a \$100.00 fee for each plat and putting the notation on each plat that land was not located in the extra-territorial jurisdiction of any city. Motion passed. Comm. York abstained.

CONSIDERATIONS

4. COURTHOUSE REPAIRS

Motion was made by Comm. York, seconded by Com. Harmon to approve the purchase of carpet for the 18th District Courtroom and offices in the amount of \$2,300.00 from Impressive Trends Carpet of Cleburne and mini-blinds in the amount of \$791.10 from the Blind Place in Cleburne. All voted aye; motion passed.

24

Motion was made by Comm. Miller, seconded by Comm. Roe to approve the Quality Control Office having a portion of the old carpet from the 18th District Courtroom installed in the Quality Control Office. All voted aye; motion passed.

The meeting was recessed until 6:30 P.M. to meet with the Planning and Zoning Commission at the Cleburne City Hall on the request for a Special Use Permit for the Johnson County Law Enforcement Complex.

The Planning and Zoning Commission approved a Special Use Permit for the Johnson County Law Enforcement Complex on a 35.23 acre tract that the county has an option to purchase from John Wasilchak.

The meeting was recessed until 9:00 A.M. on March 5, 1987 to interview architects and construction managers on the building of a new county jail.

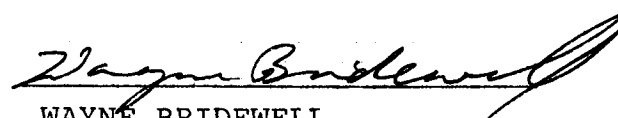
The Commissioners Court interviewed the following architects and construction managers:

9:10 A.M. - Parkey and Partners of Dallas

10:50 A.M. - Creative Environmental Concepts, Inc. of Lufkin

1:45 P.M. - Danny Butler Construction Company of Glen Rose

The meeting was adjourned at 3:30 P.M.


WAYNE BRIDEWELL
County Judge

Attested by:

ROBBY GOODNIGHT
County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MARCH 9, 1987 - 8:30 A.M.

- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 READING OF BILLS
APPROVAL OF MINUTES
- 9:15 SUBDIVISIONS
1. Trailwood Estates Revision - Precinct # 3
 2. Towering Oaks (Assume Roads) - Precinct # 3
 3. Whispering Creek (Assume Roads) - Precinct # 3
 4. Oak Leaf Trail Precinct # 4
- 9:45 CONSIDERATIONS
1. Johnson County Historical Commission
 2. Appointment of Member to Johnson County Rural Fire Commission
 3. Appointment of Member to Johnson County Mental Health and Mental Retardation Center
 4. Cleburne High School Band
 5. Line Item Budget Amendment
 6. Request by City of Joshua to repair streets
 7. Downtown Merchants Association
 8. Request for County Treasurer to attend Seminar
 9. Request for County Clerk to attend Seminar
 10. Computer System
 11. Telephone System
 12. Advertising for Bids
 13. Courthouse Repairs
 14. Hospital Building
 15. County Jail
 16. Report on Johnson County Rural Fire Commission
 17. Subdivision Roads
 18. Selection of Architect, Construction Manager and Financial Advisor for New Jail
 19. Bids on Light Fixtures at Jail and Road Material, Pea Gravel and Hauling
 20. Youth and Government Program
 21. Flood Insurance Program
- 10:00 OPEN BIDS
1. Bank Depository Contract
 2. Truck-Tractor Engine repair
- 11:30 EXECUTIVE SESSION
1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
 2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.
- 1:30 REQUEST BY A T & T TO BORE UNDER COUNTY ROADS

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MARCH 9, 1987 - 8:30 A.M.

8:30 A.M.

COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY
CONTROL AND DEVELOPERS

9:00

READING OF BILLS
APPROVAL OF MINUTES

9:15

SUBDIVISIONS

1. Trailwood Estates Revision - Precinct # 3
2. Towering Oaks (Assume Roads) - Precinct # 3
3. Whispering Creek (Assume Roads) - Precinct # 3
4. Oak Leaf Trail Precinct # 4

9:45

CONSIDERATIONS

1. Johnson County Historical Commission
2. Appointment of Member to Johnson County Rural Fire Commission
3. Appointment of Member to Johnson County Mental Health and Mental Retardation Center
4. Cleburne High School Band
5. Line Item Budget Amendment
6. Request by City of Joshua to repair streets
7. Downtown Merchants Association
8. Request for County Treasurer to attend Seminar
9. Request for County Clerk to attend Seminar
10. Computer System
11. Telephone System
12. Advertising for Bids
13. Courthouse Repairs
14. Hospital Building
15. County Jail
16. Report on Johnson County Rural Fire Commission
17. Subdivision Roads
18. Selection of Architect, Construction Manager and Financial Advisor for New Jail
19. Bids on Light Fixtures at Jail and Road Material, Pea Gravel and Hauling
20. Youth and Government Program
21. Flood Insurance Program

10:00

OPEN BIDS

1. Bank Depository Contract
2. Truck-Tractor Engine repair

11:30

EXECUTIVE SESSION

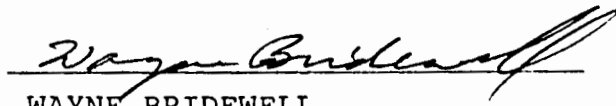
1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

1:30

REQUEST BY A T & T TO BORE UNDER COUNTY ROADS

303

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 8:30 A.M.
March 6, 1987

81

MARCH 9, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 9th day of March, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve payment of bills as presented by the County Auditor. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. York, seconded by Comm. Miller, to approve minutes of the meeting of March 2, 1987, as presented. All voted aye; motion passed.

SUBDIVISIONS

1. TRAILWOOD ESTATES

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the revising of Lot 1, Block 3, of the Trailwood Estates subdivision into Lots 1A, 1B, 1C, and 1D, Block 3.

Voting Aye: Roe, Harmon, and Miller

Voting No: York

Motion passed.

Commissioners recessed at 10:50 a.m.

Commissioners reconvened into open court at 11:05 a.m.

OPEN BIDS

1. BANK DEPOSITORY

Bids were received from Interfirst Bank, Cleburne, and from

3041

First National Bank in Cleburne for the bank depository contract. The county's outside auditors, Lockhart and Company, are to study the bids and report back to the Commissioners their findings before the Court makes a final decision at a later meeting. No action taken.

CONSIDERATIONS

4. CLEBURNE HIGH SCHOOL BAND

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Cleburne High School band having a fund-raising thermometer erected on the Courthouse lawn. All voted aye; motion passed.

16. JOHNSON COUNTY RURAL FIRE COMMISSION

A.L. "Bud" Sellers, Secretary-Treasurer and Acting Chairman of the Rural Fire Commission, presented the financial report of the Johnson County Rural Fire Commission. No action taken.

9. REQUEST FOR COUNTY CLERK TO ATTEND SEMINAR

Motion was made by Comm. Harmon, seconded by Comm. Miller, to authorize the County Clerk and one deputy attending a Probate Seminar in Beaumont April 8-10, 1987, and the County Clerk and one deputy attending the County Clerk's convention in Longview June 9-12, 1987. All voted aye; motion passed.

6. REQUEST BY CITY OF JOSHUA TO REPAIR STREETS

Motion was made by Comm. Roe, seconded by Comm. York, to authorize the Commissioner of Precinct No. 2 to clean the ditch on the City of Joshua's side of County Road 850. All voted aye; motion passed.

8. REQUEST FOR COUNTY TREASURER TO ATTEND SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the County Treasurer attending the County Treasurer's seminar at Texas A&M April 20-23, 1987. All voted aye; motion passed.

SUBDIVISIONS

2. TOWERING OAKS

3. WHISPERING CREEK

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the County assuming maintenance of roads in Towering Oaks subdivision and Whispering Creek subdivision, said roads having been completed and maintained by the developer for over two years. All voted aye; motion passed.

4. OAK LEAF TRAIL

Motion by Comm. York, seconded by Comm. Harmon, to approve the filing of the corrected plat of Oak Leaf Trail. All voted aye; motion passed.

OPEN BIDS

2. TRUCK-TRACTOR ENGINE REPAIR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the Commissioner of Precinct No. 3 having a truck-tractor engine repaired on a Kodiak diesel tractor as an emergency matter because the truck is out of operation and no bids were received when advertised for repairs to the truck-tractor. All voted aye; motion passed.

CONSIDERATIONS

12. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to authorize the County Auditor to advertise for different types of base material that the Commissioners need in their precincts that have not been previously advertised for. All voted aye; motion passed.

Commissioners recessed for lunch at 12:05 p.m.

Commissioners reconvened into open court at 2:25 p.m.

REQUEST BY A T & T TO BORE UNDER COUNTY ROADS

Gerald Borchers of AT&T requested that the Court not require AT&T to pay the \$150.00 deposit per road for boring under county roads along the MKT Railroad, as previously required by the Court. Since all developers and individuals are required to make the deposit when crossing county roads, an exception to AT&T could not be granted. AT&T's deposit will be refunded upon completion of their work, as long as the repairs are satisfactory to the Commissioner of each precinct in which the work was done. No Action taken.

CONSIDERATIONS21. FLOOD INSURANCE PROGRAM

Maryetta Cunningham of Federal Emergency Management Agency requested the Commissioners' Court to join the flood program so that homeowners could acquire flood insurance. No action taken.

Commissioners recessed at 3:30 p.m.

Commissioners reconvened into open court at 3:40 p.m.

OUTSTANDING CHECKS

Motion was made by Comm. York, seconded by Comm. Harmon, to approve canceling a list of checks, attached to these minutes, that have been outstanding for more than 60 days, with the exception of the check to Jenny Steen in the amount of \$3.67, which has been cashed. All voted aye; motion passed.

CONSIDERATIONS13. COURTHOUSE REPAIRS

No action taken.

18. SELECTION OF ARCHITECT, CONSTRUCTION MANAGER, ...

This was rescheduled for a later meeting. No action taken.

20. YOUTH IN GOVERNMENT

Motion was made by Comm. Harmon, seconded by Comm. Miller, to

411
approve Commissioners' Court participating in Youth in Government program on Friday, April 24, 1987. All voted aye; motion passed.

17. SUBDIVISION ROADS

No action taken.

7. DOWNTOWN MERCHANTS ASSOCIATION

Judge Bridewell will inform the Downtown Merchants Association that the Market Square will be available for booths during 1987 Spring Fling.

19. BIDS ON ROAD MATERIAL, PEA GRAVEL, AND HAULING

PEA GRAVEL:

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the low bid of Trinity at \$3.10 a ton FOB for 3/8" pea gravel if it meets the quality requirements of the County. If it does not meet the quality requirement, the County would buy the next lowest bid from Brazos Point at \$3.50 a ton FOB for 3/8" pea gravel. All voted aye; motion passed.

ROAD BASE LIME PLANT WASTE WITH 1/2" ROCK WITH FINES:

Motion was made by Comm. Roe, seconded by Comm. Miller, to accept the bid from Texas Lime of \$1.60 per ton FOB and the bid of Round Rock of \$2.00 per ton FOB for road base lime plant waste with 1/2" rock with fines, with each Commissioner determining which plant would be cheapest considering the transportation costs and loading availability. All voted aye; motion passed.

HAULING:

Motion was made by Comm. Harmon, seconded by Comm. York, to accept the bid of JB Trucking of 9¢ per ton per loaded mile, being the only bid received which met specifications. All voted aye; motion passed.

(All bids submitted are attached to the minutes.)

309

CONSIDERATIONS

12. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Roe, to authorize the County Auditor to re-advertise for bids for electrical and plumbing repairs for the Courthouse, County Jail, and other County offices. All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

13

DEPOSITORY BID

JOHNSON COUNTY

THE FIRST NATIONAL BANK
CLEBURNE, TEXAS

310

311

PEOPLE
PROUD
PROGRESSIVE

**THE FIRST
NATIONAL BANK
IN CLEBURNE**

March 5, 1987

J.D. Quesenbury
Chief Executive Officer

Honorable Wayne Bridewell, County Judge
Commissioner's Court of Johnson County
Johnson County Courthouse
Cleburne, Texas 76031

Re: Bid on Johnson County Depository

Gentlemen:

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

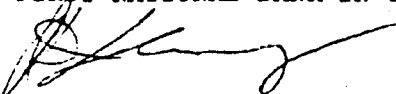
Please consider this as our formal bid and application as the County Depository; and, in support of such application, we submit the following information as required by the above quoted statutes:

1. Amount of paid up capital stock: \$ 817,890
2. Amount of permanent surplus: \$ 1,680,683
3. Statement of Condition of The First National Bank in Cleburne as of December 31, 1986 which is attached hereto and marked "Exhibit A".
4. Certified check in the amount of \$60,850.00 payable to the County Judge of Johnson County, Texas.
5. The bid of The First National Bank in Cleburne which is attached hereto.

Gentlemen, the local management and local ownership of The First National Bank respectfully request that we be designated as your depository for the ensuing two years.

Sincerely,

FIRST NATIONAL BANK IN CLEBURNE


J. D. Quesenbury
Chief Executive Officer

JDQ/lb

THE FIRST NATIONAL BANK IN CLEBURNE
STATEMENT OF CONDITION
DECEMBER 31, 1986

<u>ASSETS</u>		
Cash & due from banks		\$ 5,552,000
Interest bearing deposits with financial institutions		1,900,000
Securities		13,266,000
Federal funds sold		5,800,000
Loans	\$ 63,269,000	
Less: Reserve For Loan Loss	<u>1,532,000</u>	
Net loans		61,737,000
Bank premises and equipment	\$ 2,816,000	
Less: Accumulated depreciation	<u>1,034,000</u>	
Net premises and equipment		1,782,000
Other real estate owned		3,186,000
Accrued interest receivable and other assets		<u>1,741,000</u>
 TOTAL ASSETS		 <u>\$ 94,964,000</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
Non-interest bearing deposits		\$ 13,088,000
Interest-bearing deposits		<u>76,610,000</u>
Total Deposits		89,698,000
Federal funds purchased		632,000
Accrued interest and miscellaneous liabilities		<u>676,000</u>
 Total liabilities excluding Subordinated Debenture		 <u>91,006,000</u>
Subordinated Debenture		1,000,000
Stockholders' Equity		
Common Stock	\$ 818,000	
Surplus	1,681,000	
Undivided profits	<u>459,000</u>	
		<u>2,958,000</u>
 Total Stockholders' Equity and Subordinated Debenture		 <u>3,958,000</u>
 TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		 <u>\$ 94,964,000</u>

* 403 North Main * P. O. Box 537 * Cleburne, Texas 76031 * (817) 641-6631 *
 * Metro 477-2451 *

*** MEMBER F.D.I.C. ***

313

OFFICERS

J. D. Quesenbury
Chief Executive Officer

John Kelly
President & COO

Harold Gilliam
Executive Vice President

Ed Fitzhugh
Senior Vice President

Bob G. Rogers
Senior Vice President

Deloris Wolfe
Senior Vice President

Patrick M. Brown
Cashier

Jo Ann Holly
Vice President

Darrell Miles
Vice President

Landy Bennett
Assistant Vice President

Carol Rose
Assistant Vice President

Judy Reed
Banking Officer

Pat McCall
Banking Officer

Dean Woodruff
Assistant Cashier

DIRECTORS

David E. Waldrip
Chairman of the Board
First National Bank
President
David's Supermarket, Inc.

L. O. Bentley
President
L. O. Bentley & Assoc, Inc.

Charles Rebstock
President
Clebume Enterprises, Inc.

J. D. Quesenbury
Chief Executive Officer
First National Bank

John Kelly
President & COO
First National Bank

Robert T. Childress
Childress & Recer Engineering

Randy Roden
Secretary/Treasurer
David's Supermarket, Inc.

James A. Barnett
Senior Vice President,
Retired
First National Bank

James A. Johnson, M.D.
Physician

M. T. Sandlin
President
M. T. Sandlin Bldg. Corp.

J. Hunter Pearson
Retired
Vice Chairman of the Board
First National Bank

Robert E. Kandt
President
Kandt Variety Stores of
Clebume, Inc.

ADVISORY DIRECTORS

Dr. W. F. Patrick
Optometrist

Larry Stegemoller
Contractor

Ray Triplett
Triplett Paint & Body
Shop

DEPOSIT BID
of
THE FIRST NATIONAL BANK IN CLEBURNE

I. Demand Deposits

Demand deposit services are offered to the County at no service charge provided there is a minimum average monthly balance in these accounts of \$600,000. A deficiency in the average minimum balance will be service charged at .44% of the deficient amount on a monthly basis. Demand deposit accounts will not bear interest.

II. Time Deposits

5.25% interest will be paid on all time deposits. Time Deposits may be made in the form of Certificates of Deposit or Investment Savings Accounts for each County fund up to an aggregate amount of \$600,000.00 for all funds.

Repurchase agreements will not be offered.

III. Excess Funds

County funds in excess of the amounts in demand deposit accounts and the \$600,000.00 maximum to be invested in Bank time deposits must be placed in other qualified securities outside the Bank.

IV. Overdrafts

There will be no charge for handling temporary overdrafts for periods of up to 5 days. Overdrafts in excess of five days on any account or in excess of aggregate demand deposit balances are not permitted under the bid.

V. Loans

The rate of interest to be charged on loans to the County will be The First National Bank base rate. Aggregate loans will be subject to the Legal and Internal Lending Limit of the Bank. Maturity dates of loans will not exceed the duration of this bid.

VI. Other Services

1. The Bank will provide all customary deposit services at no cost to the County.
2. The Bank will provide securities transaction services for the County at the Bank's cost.
3. The Bank agrees to waive monthly maintenance charges for County personnel who elect direct payroll deposit with the Bank.

VII. Pledge to Secure Account

All County deposits will be secured as prescribed in the Texas Statutes governing County deposits.

314

315

DEPOSIT BID
of
THE FIRST NATIONAL BANK IN CLEBURNE
Page 2.

VIII. Application of Bid

This bid applies to the current funds of the County of Johnson, the Trust Funds of the County and District clerks, and any other funds over which the Commissioner's Court has jurisdiction.



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

March 6, 1987

Commissioner's Court of Johnson County
Johnson County Courthouse
Cleburne, TX 76031

Gentlemen:

In accordance with Article No. 2545 of Vernon's Civil Statutes of Texas, please be advised that InterFirst Bank Cleburne, N.A. desires to be designated as the bank depository for the stipulated two year term.

Please consider this letter and supporting documentation as our formal depository bid. In addition we are supplying the following information as required by the above statutes.

1. Amount of paid up capital stock - \$600,000.
2. Amount of permanent surplus - \$880,000.
3. A statement of condition of InterFirst Bank Cleburne.
4. A Cashier's Check in the amount of \$60,850.00 payable to the County Judge of Johnson County, Texas.

We thank you for your consideration of our bid.

Sincerely,

Eddie Saylor
Chairman of the Board &
Chief Executive Officer

ES/sw
Enclosure

*There is
overnight?
Time limit
on checks?*



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

Johnson County Depository Bid of
InterFirst Bank Cleburne, N.A.
March 6, 1987

I. Demand Deposits

InterFirst Bank Cleburne agrees to pay the County on all demand deposits the daily quoted InterFirst Bank Dallas public fund money market checking account rate. This is a floating rate and is subject to change on a daily basis. The currently quoted rate for these funds is 4.25%. Interest will be paid monthly on the average collected balance for each account. The County will not be restricted as to the number of checks that can be written on each account. The normal monthly maintenance charges on these accounts will be waived.

II. Time Deposits

InterFirst Bank Cleburne will place up to \$3,000,000 of the County's time certificates of deposit in the InterFirst Corporation Packaged Affiliate Certificate of Deposit (PAC) Program. The certificates of deposit will be broken down into \$100,000 increments and placed in separate, federally insured, InterFirst Banks around the State. Each \$100,000 deposit is fully insured by the FDIC. The rate paid on these PAC deposits will be the InterFirst Bank Dallas commercial CD rate. InterFirst Bank Cleburne reserves the right to increase the \$3,000,000 limit on the amount of funds the County may place in the PAC program. A leaflet further explaining the program and legal opinion from the FDIC are enclosed for your benefit.

If the County's time certificates of deposits exceed \$3,000,000, the excess over \$3,000,000 will be maintained by InterFirst Bank Cleburne and fully secured by acceptable pledges. The rates on all certificates of deposit issued by InterFirst Bank Cleburne, regardless of amount, will be the higher of 4.25% or the U.S. Treasury Bill asked discount rate less 1.00% for the Bill nearest the desired maturity date of the CD.



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

As an alternative to the PAC deposit program or investing in InterFirst Bank Cleburne CD's at the above rates, InterFirst Bank Cleburne will act as agent for the County in the purchase of U.S. Treasury bonds, bills, notes or other legal investment. There will be no charges for the services of InterFirst Bank Cleburne, however, any third party brokerage charges, commissions, transaction fees, etc. associated with these transactions will be the responsibility of the County.

III. Escrow Funds

No escrow fee will be charged to the County by InterFirst Bank for the handling of escrow funds deposited with it by Johnson County.

IV. Collection Expense

No expense will be charged to the County by InterFirst Bank for collection items deposited by the County in the bank, except the charges which may be made by others on collection items which the depository is not allowed to pay by reason of any act of Congress of the United States or rule or regulation of the Federal Reserve System and/or Federal Deposit Insurance Corporation (out-of-pocket expense only - no charge for bank's services).

V. Rate of Interest to be charged on Loans

We agree to lend to the County subject to legal requirements at the prevailing base rate as quoted by InterFirst Bank Ft. Worth.

VI. Night Depository Service

Our night depository service will be provided to the County free of charge, including bags and keys.

VII. Pledge to Secure Account

InterFirst Bank Cleburne will at all times keep all accounts fully secured with approved securities in accordance with the laws of the State of Texas. InterFirst Bank Cleburne shall have the right and privilege of substituting securities upon obtaining the approval of the County provided the total amount of securities pledged is adequate as herein provided.

319



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

VIII. Safe Deposit Boxes

We will furnish adequate safe deposit box or boxes without charge to the County.

IX. Cashier's Checks and Money Orders

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

X. Wire Transfer Service

We will charge only for the out-of-pocket expense. There will be no charge for bank's service.

XI. Coin Wrappers

No charge.

XII. Traveler's Checks

No charge for American Express Traveler's checks for County officials.

XIII. Printed Checks

All standard, printed voucher checks, or three-to-a-page checks will be charged to the County at cost from an approved InterFirst Bank Cleburne check vendor.

XIV. Safekeeping

Negotiable instruments will be safely kept in the bank vault with receipts issued at no charge.

This bid applies to the County of Johnson, the trust funds of County and District officials, and any other funds over which the Commissioners' Court has jurisdiction.

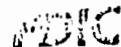
Dated this 6th day of March 1987.

Bidder: InterFirst Bank Cleburne, N.A.

By:

A handwritten signature in cursive script, reading "Eddie Taylor".

Title: Chairman of the Board
and Chief Executive Officer



Federal Deposit Insurance Corporation
Washington DC 20429

Legal Division

May 22, 1986

Mr. L. Keith Blackwell, Esq.
General Counsel
InterFirst Corporation
P. O. Box 83000
Dallas, Texas 75283-1010

Dear Mr. Blackwell:

Thank you for your letter of May 8, 1986, addressed to Deputy General Counsel Douglas Jones. You describe InterFirst Corporation's Packaged Affiliate Certificate of Deposit Program ("PAC Program") as follows:

Under the PAC Program, a customer places funds at one of the Subsidiary Banks (the "Placing Bank") and instructs it to wire transfer for deposit for his account up to \$100,000 in any one or more of the other Subsidiary Banks (the "Depository Bank"). Pursuant to such instructions, the Placing Bank transfers up to \$100,000 of such funds to each Depository Bank in the name of such customer. Therefore, the Subsidiary Bank has received a deposit, established an account in the name of a customer and has caused the issuance of a certificate of deposit evidencing such deposit.

You ask Mr. Jones to "confirm . . . that, since each Subsidiary Bank actually receives the funds, establishes an account in the name of such customer and causes the issuance of a certificate of deposit in the name of the customer, each account established by a Subsidiary Bank pursuant to the PAC program is eligible for FDIC insurance." Mr. Jones has forwarded your letter to me for reply.

Based on my understanding of the PAC Program, it appears to me that the program does what it sets out to do--that is, create a depository relationship directly between the customer and each "Depository Bank." Accordingly, the customer's deposits at each "Depository Bank"--both those placed through the PAC Program and any other deposits he may have placed himself--would be insured in the aggregate up to a maximum of \$100,000.

Sincerely,

Roger A. Hood
Assistant General Counsel

320

321

TEXAS LIME COMPANY



RANGAIRE CORPORATION

P. O. BOX 851
CLEBURNE, TEXAS 76031 • TEXAS WATS 1-800-633-8009

February 16, 1987

Mr. Donnis M. Williams
County Auditor
Room 102
County Courthouse
Cleburne, Texas 76031

Dear Mr. Williams:


We appreciate the opportunity to bid on the following material:

100,000 tons Item# 1 1/2" Rock with fines

Our material price will be \$1.60 per ton f.o.b. plantsite on
State Park Road 21.

If we may be of service or if you have any questions, please
call.

Sincerely,


Bob Kendig
Sales Engineer

BK:da



AND TRANSPORTATION
COMPANY
INC.

7200 Midway Road—P.O. Box 18629—Fort Worth, Tex. 76118
(817) 284-4886 Metro (817) 589-1865

February 13, 1987

Johnson County
County Auditor
Cleburne, Texas 76021

Attn: Donnie M. Williams

HAULING QUOTATION

Price per ton, per loaded mile for the items below:

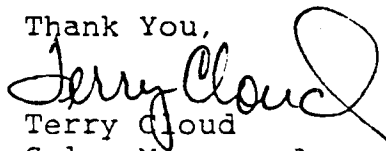
Item 1 - Approximatley 100,000 tons of road base lime plant
waste with $\frac{1}{2}$ " rock with fines

Item 2 - Approximately 30,000 tons of $\frac{3}{8}$ " pea gravel

PRICE \$0.09

This quote is firm for the duration of the job. Enclosed is
a copy of Railroad Commission certificate, and a Liability
Insurance certificate will be sent to you shortly.

Thank You,


Terry Cloud
Sales Manager Aggregate Division

TC/aw

322

323

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

2-19-87

Pam Ellis & Associates
2007 N. Henderson
Dallas, Texas 75206

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** United Southern Assurance

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

J & B Transportation Co., Inc.
P. O. Box 18629
Ft. Worth, Texas 76118

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	AC4001	12-1-86	12-1-87	BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL				PERSONAL INJURY	\$	\$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input type="checkbox"/> PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$ 500,	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\$1,000 BI/PD deductible per occurrence

CERTIFICATE HOLDER

Johnson County Courthouse
County Auditor
Cleburne, Texas 76031
Attn: Donnie M. Williams

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PAM ELLIS & ASSOCIATES

57

PROPOSAL

DATE: February 13, 1987

TO: Johnson County Commissioners

FROM: Davis Trucking
Rt. 5 Box 1776
Cleburne, Texas 76031
645-7437

Item #1: 100,000 tons Road Base
Bid Round Rock Base @2.00/ton

PRECT.	BASE	HAULING	TOTAL
1	2.00	2.57/ton	\$ 4.57/ton
2	2.00	3.06/ton	5.06/ton
3	2.00	3.61/ton	5.61/ton
4	2.00	2.94/ton	4.94/ton

Item #2: 30,000 tons 3/8" Peagravel
Bid Trinity Peagravel @3.10/ton

PRECT.	BASE	HAULING	TOTAL
1	3.10	2.19/ton	\$ 5.29/ton
2	3.10	2.78/ton	5.88/ton
3	3.10	3.41/ton	6.51/ton
4	3.10	3.32/ton	6.42/ton

30,000 tons 3/8" Peagravel
Bid Brazos Point Peagravel @3.80/ton

PRECT.	BASE	HAULING	TOTAL
1	3.80	2.19/ton	\$ 5.99/ton
2	3.80	2.78/ton	6.58/ton
3	3.80	3.41/ton	7.21/ton
4	3.80	3.32/ton	7.12/ton

TRF/JS
324

325

TO: Johnson County
Cleburne, Texas 76031

This is to submit my bid for road base from the Lime Plant at Blum, Texas to any location in Johnson County at a suitable dump site.

South side of the County \$3.00 per ton
North side of the County \$3.23 per ton

Approximately 30,000 Tons of 3/8 pea gravel from General Portland Trinity Division or Rainbow on FM 199 to:

Frect # 1	\$2.74 per ton
2	2.84
3	2.99
4	2.99

Thank you,

Johnnie Isenberg

Box 215

Grandview, Texas 76050

Tel # 866-2539
-3523
-3550



CHEMICAL LIME, INC.

February 16, 1987

Johnson County
Cleburne, Texas 76031
Attn: Donnie M. Williams
County Auditor

We are pleased to quote the following price on Road Base Material for the following locations in Johnson County, Texas:

Precinct #1 - Cleburne Civic Center, Cleburne, TX -	\$7.55/ton delivered
Precinct #2 - Downtown Joshua, Texas -	\$8.21/ton delivered
Precinct #3 - Downtown Alvarado, Texas	\$8.70/ton delivered
Precinct #4 - Downtown Grandview, Texas-	\$9.21/ton delivered

Size: 3/8" x 0

Quantity: 100,000 tons approximately

The above prices are subject to Texas R.R.C. freight increases and additional fuel surcharges subsequent to this quotation.

Yours truly,

Merle F. Belcher
Sales

MFB:sb

P.O. BOX 473

CLIFTON, TEXAS 76634

PHONE: 817/675-8668

324

Cleburne 817/645-6172
817/645-2321

327

Metro 817/477/3355

CHARLIE PHILLIPS TRUCKING, INC.
SAND & GRAVEL
DRAWER G
ALVARADO, TEXAS 76009

February 16, 1987

Johnson County

Thank you for the opportunity to quote the following material:

Flexible Base (Specification attached) - Our price
is \$2.85 per ton FOB our crusher and
haul rates from the crusher to the job
site are attached depending on mileage.

Pea Gravel - Our price is \$3.80 per ton FOB
Brazos Point and haul rates from
Brazos Point to the job site are
attached depending on mileage.

CHARLIE PHILLIPS TRUCKING, INC.

Arnold McBeath
Superintendent

Arnold McBeath

Arnold Brazos Point Plant - 15.6 miles S/W of Cleburne

3RD REVISED PAGE 27
CANCELS
2ND REVISED PAGE 27

SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC.
MOTOR FREIGHT COMMODITY TARIFF 2-1

61

SECTION 3 - DISTANCE COMMODITY RATES

ITEM 411 SAND, GRAVEL AND OTHER COMMODITIES AS DESCRIBED IN ITEM 415 (NOTES 4, 5, 6 & 7)

Col. 1 - Minimum weight 10 tons per vehicle used (Note 3).
Col. 2 - Minimum weight 20 tons per vehicle used (Note 1).

RATES IN CENTS PER TON

DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES	
		COL. 2 20 TONS			COL. 2 20 TONS			COL. 2 20 TONS
10 & Under		171	35		380	136 - 140		1109
11		177	36		392	141 - 145		1146
12		183	37		405	146 - 150		1181
13		189	38		414	151 - 155		1216
14		195	39		422	156 - 160		1247
15		207	40		435	161 - 165		1280
16		213	41 - 45		468	166 - 170		1313
17		219	46 - 50		521	171 - 175		1346
18		222	51 - 55		555	176 - 180		1379
19		234	56 - 60		578	181 - 185		1412
20		241	61 - 65		621	186 - 190		1442
21		249	66 - 70		670	191 - 195		1475
22		257	71 - 75		685	196 - 200		1506
23		261	76 - 80		721	201 & Over		Note 2
24		273	81 - 85		755			
25		278	86 - 90		784			
26		287	91 - 95		812			
27		294	96 - 100		837			
28		306	101 - 105		882			
29		314	106 - 110		912			
30		327	111 - 115		943			
31		341	116 - 120		973			
32		349	121 - 125		1003			
33		361	126 - 130		1039			
34		370	131 - 135		1075			

(Continued)

THIS SPACE INTENTIONALLY LEFT BLANK

ISSUED: FEBRUARY 2, 1987

EFFECTIVE: FEBRUARY 7, 1987

ISSUED BY:
SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC., AGENT
1806 RIO GRANDE - P. O. BOX 1377
AUSTIN, TEXAS 78767

974:306A

328

329 SOILS AND BASE MOISTURE-DENSITY TEST REPORT

Cont. 3414 Sec. 1 Job 3

County Johnson

Proj. or IPE A 3414-1-3

Highway No. FM 3048

Engineer E.D. Shockley

Address Cleburne, Texas

Contractor Mason Const., Inc.

Sampler E.E. Raby

Sampler's Title E.T. IV

Sampled From Roadway

Date Sampled 11-6-86

Date Rec'd 11-6-86 Reported 11-19-86

DA 133.6

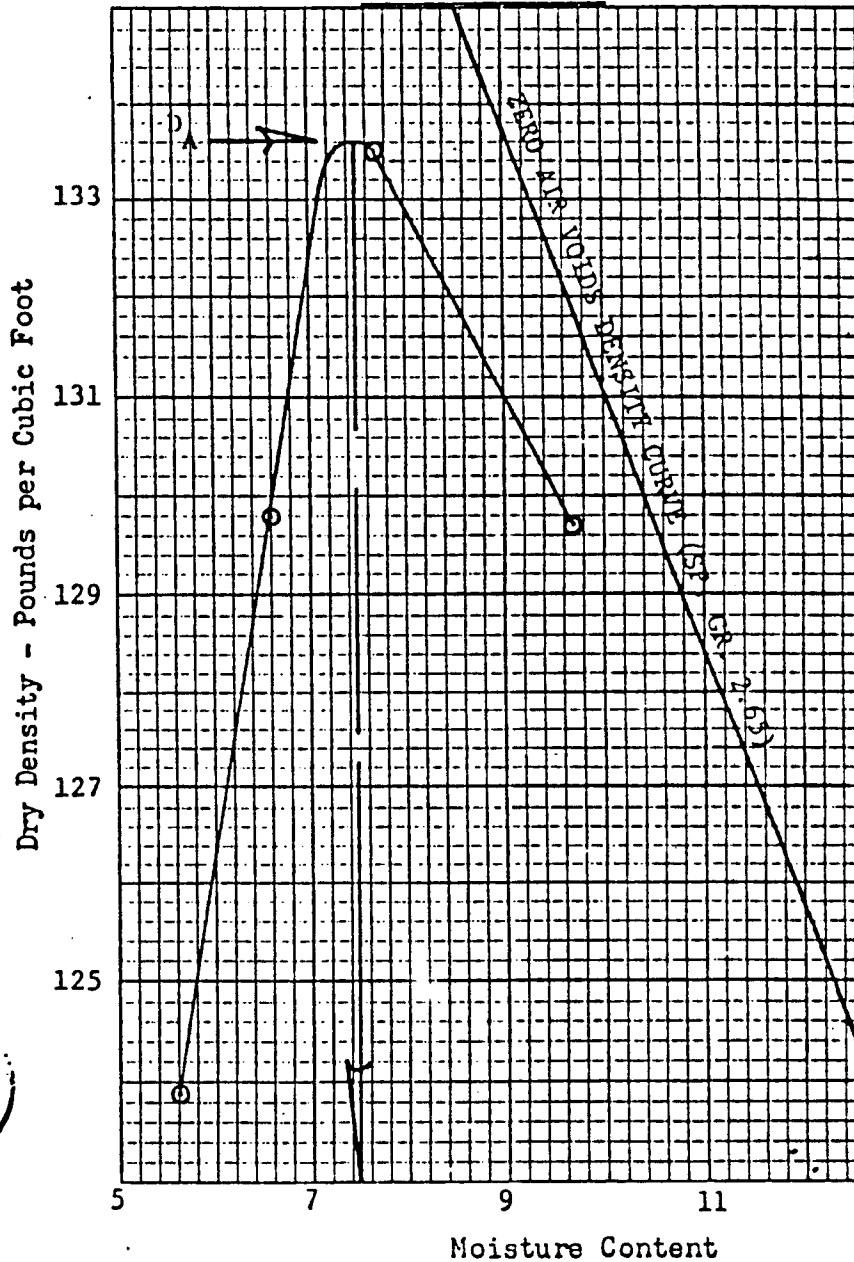
% Moist. @ DA 7.5

Specification Item 249

Ty. A Gr. 4 Class 2

Flexible Base

Test Method Tex 113E



SAMPLE IDENTIFICATION

Lab. No.		Identification Marks		Location-Property-Station Number			Type of Material	
2-86-1910		Charlie Phillips, Wilbanks Pit, Sta. 80+00					Crushed Limestone	
LL	PI	SL	LS	SR	Class	Soil Binder	WBM % Loss	% Increase Excess
23	8	18.4	2.9	1.90		20	33	13

Spec	45max	4-12						PERCENT RETAINED ON						20-35	50 max	20 max	
Square Mesh Sieve														Grain Diam.		S	
Opening in Inches								Sieve Numbers						In Millimeters			
	1 3/4	1 1/2	7/8	5/8	1/2	3/8	4	10	20	40	60	100	200	.05	.005	.001	Gr
	0	5	28	40	46	54	64	73		80							
Spec	0-5		5-35			40-75			65-80								

Spec 0-5 5-35 40-75 65-80

2-16-87

Johnson County
Cleburne TX. 76031

Brazos Point Inc would like to
submit the follow bid for materials
to be used by Johnson County Pricents.

ASTM Grade 8 PEA GRAVEL

30,000 TONS $\frac{3}{8}$ PEA GRAVEL
\$3.50 PER. TON Net F.O.B. BRAZOS POINT INC.

Test data will be furnished along with
samples of the material upon Request.

Hal A. Rechenan
Sales Rep. Brazos Point Inc.



BRAZOS POINT, INC.
A Subsidiary of Centex Corporation
P.O. BOX 36338
FORT WORTH, TEXAS 76136

D'WILL JONES
COUNTY TREASURER
JOHNSON COUNTY
CLEBURNE, TEXAS 76031

331

FEBRUARY 9, 1987

TO: THE COMMISSIONERS COURT
MARCH 2, 1987

PLEASE CANCEL THE FOLLOWING OUTSTANDING JURY CHECKS, ACCOUNT NO. 000-109-9
FOR MARCH 10, 1986 THRU OCTOBER 22, 1986 THAT ARE 60 DAYS OR MORE OLD AT THE
INTERFIRST BANK OF CLEBURNE.

DATES	CHECKS	NAMES	AMOUNTS
Mar. 10, 1986	1803	Tamela Norrell Jenkins	6.00
" 20, "	719	Eddie Dwayne Grimes	6.00
" 20, "	721	Ollie Wilkerson	6.00
" 20, "	740	Mrs. Mary Lee Biggs	6.00
" 20, "	741	James Edward Hudgins	6.00
" 25, "	1855	David Levey	6.00
Apr. 2, 1986	1917	William Pater George	6.00
" 7, "	1924	Mikki Jane Wages Clolopira	6.00
" 7, "	1974	Richard Joseph Guirey	12.00
" 9, "	1982	W.M. Scott	6.00
" 9, "	2000	James Alan Calkins	6.00
" 9, "	2001	Brenda Kay Cummins Nichols	6.00
" 10, "	2035	Theron L. Kilburn	32.00
" 15, "	752	Rebecca Meeks Lackey	6.00
" 15, "	2076	William Louis Sullivan	6.00
" 15, "	2078	Eugene Loflin	6.00
" 15, "	2096	Mrs. Kenneth R. Johns	6.00
" 15, "	2097	Mrs. Virgie Bakke	6.00
" 15, "	2114	Stanley Mack Berkley	6.00
" 22, "	2148	Keith Paul Hodges	6.00
" 22, "	2157	Albert D. Norrid	6.00
May 7, 1986	2198	Glenn Thomas Cooper	10.00
" 7, "	822	Glen David Green	6.00
" 9, "	2247	Timothy Raymond McRay	6.00
" 13, "	2314	James Finley	6.00
" 13, "	2335	Mrs. Kay P. Johnson	6.00
" 13, "	2344	Claud E. Worlow	6.00
" 13, "	2391	David Leon Pope	6.00
" 14, "	2425	Johnnie Louise Renea Walden	6.00
" 23, "	884	Peace Jeanette Babe Fenimore	6.00
" 23, "	888	Cynthia Rae Stric Stephens	6.00
" 23, "	900	Carmen R. Horton	6.00
" 29, "	934	John Jackson Burris	6.00
June 10, 1986	993	Karen Henderson Farmer	6.00
" 10, "	996	Danny Grady Sherrod	6.00
" 18, "	2517	Raymond Leroy Jordan, Jr.	6.00
July 1, 1986	1052	Carolyn Clark Williams	6.00
" 1, "	1059	Ronald R. Goodman	6.00
" 8, "	1073	Mable Westfall Mahon	6.00
" 8, "	2586	Robert Howard Sheeler	6.00
" 10, "	2630	Jackie Wayne Rasco	6.00
Aug. 7, 1986	2736	Mary L. Buchanon	6.00
" 6, "	1168	Stanley Lee Langford	6.00
" 19, "	2776	Shawn Larae Pecoek	6.00
" 19, "	1209	Keith Byrd Hassinger II	6.00
" 19, "	2805	Brenda Joy Carter Crowder	6.00

OUTSTANDING JURY CHECKS

DATES	CHECKS	NAMES	AMOUNTS
Sept. 4, 1986	2864	Martha Ellen Hasti Barrere	6.00
" 4, "	2865	Tom Louis Kennedy	6.00
" 4, "	2870	Howard Ross Bogart	6.00
" 4, "	2882	Charles E. Jideon	6.00
" 9, "	2923	Robert Daniel Saunders	6.00
" 9, "	2942	Naomi Ruth Jennings	6.00
" 10, "	2958	Madeline Anita PeSwindler	6.00
" 10, "	3013	Mark David Matzner	6.00
" 10, "	3015	Adalph Jim Preacher	6.00
" 10, "	3027	Rayas Dale Bunch	6.00
" 10, "	3028	Nolan Wayne Humphries	6.00
" 10, "	1277	Charley Ray Smith	6.00
" 18, "	3118	Jeffrey Lee Gatlin	6.00
" 18, "	3121	Nancy B. Jones	6.00
Oct. 2, 1986	3204	Calvin Cooledge Apple	6.00
" 2, "	3221	Jose Rogelic Alvarez	6.00
" 7, "	1330	Liston L. Bryant	6.00
" 7, "	1355	Muriel Pierson Klawitler	6.00
" 7, "	1376	Marie Ann Burger Lamerson	6.00
" 7, "	1387	Norma Lee Holman Davis	6.00
" 17, "	3379	James Laurence Keathley	8.00
" 22, "	3447	Jacqueline Cunningham	6.00

TOTALS \$446.00

D'WILL JONES

D'Will Jones
JOHNSON COUNTY TREASURER

*Cancel and Approved
by Commissioners Court
March 9, 1987*

333
JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
MARCH 16, 1987 - 9:00 A.M.

9:00 APPROVAL OF MINUTES

9:10 CONSIDERATIONS

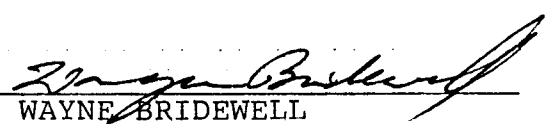
1. Johnson County Historical Commission
2. Advertising for Bids
3. Courthouse Repairs
4. Appointment of Member to Johnson County Rural Fire Commission
5. Appointment of Member to Johnson County Mental Health and Mental Retardation Center
6. Computer System
7. Purchasing System
8. Hospital Building
9. County Jail
10. Subdivision Roads
11. County Attorney's Office
12. Selection of Architect, Counstruction Manager and Financial Advisor for New Jail

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from Executive Session pertaining to litigation, land acquisition and personnel.

1:30 PRESENTATION ON PRIVATELY OWNED MINIMUM SECURITY PRISON -
PAT KENDRICK

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
March 13, 1987

MARCH 16, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 16th day of March, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes of the meeting of March 9, 1987, with the addition of "No action taken" regarding AT&T's request to bore under county roads. All voted aye; motion passed.

CONSIDERATIONS

7. PURCHASING SYSTEM

No action taken.

11. COUNTY ATTORNEY'S OFFICE

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the County Attorney's office hiring an additional employee in the Worthless Check Department that would be paid \$750.00 per month, with the salary and benefits being paid from the County Attorney's worthless check fund. All voted aye; motion passed.

4. APPOINTMENT OF MEMBER TO RURAL FIRE COMMISSION

Motion was made by Comm. Harmon, seconded by Comm. York, to approve appointing Arval Martin, Jr. of Cleburne as a member of the Johnson County Rural Fire Commission. All voted aye; motion passed.

5. APPOINTMENT OF MEMBER TO MENTAL HEALTH AND MENTAL RETARDATION BOARD

No action taken.

335

2. ADVERTISING FOR BIDS

No action taken.

1. JOHNSON COUNTY HISTORICAL COMMISSION

Mildred Padon, Curator of Layland Museum and member of the Johnson County Historical Commission, requested Commissioners' assistance with the Buchanan Cemetery in Johnson County.

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve endorsing a check in the amount of \$25.00 from Martha E. Drake to the Layland Museum in Cleburne. All voted aye; motion passed.

Commissioners recessed at 10:35 a.m.

Commissioners reconvened at 10:55 a.m.

3. COURTHOUSE REPAIRS

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the purchase of one 18,600 BTU air conditioner for the Sheriff's office at a cost of \$579.00 and three 12,500 BTU air conditioners at a cost of \$453.00 each, one being for office of Justice of the Peace, Precinct No. 4, one for County Court at Law division of County Clerk's office, and one for the Commissioner of Precinct No. 2. These are to be purchased from Higginbotham Brothers and Co. in Cleburne, and are Whirlpool air conditioners. All voted aye; motion passed.

Commissioners recessed for lunch at 11:55 a.m.

Commissioners reconvened into open court at 1:45 p.m.

CONSIDERATIONS

10. SUBDIVISION ROADS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to hire Morris James as consultant for fee in contract to put together a comprehensive road classification system for

67
Johnson County, with the contract being attached to these minutes.

VOTING FOR: Harmon, York, and Miller

VOTING AGAINST: Roe

Motion passed.

PRESENTATION ON PRIVATELY OWNED MINIMUM SECURITY PRISON

Pat Kendrick appeared before the Court to present plans for a privately owned minimum security prison to be constructed in the county. No action taken.

Commissioners recessed at 3:45 p.m.

Commissioners reconvened into open court at 3:55 p.m.

EXECUTIVE SESSION

Commissioners went into Executive Session at 4:00 p.m. to discuss a personnel matter.

Commissioners reconvened into open session at 4:30 p.m.

No action taken as a result of Executive Session.

Commissioners recessed until 9:00 a.m., Tuesday, March 17, 1987.

Commissioners reconvened at 9:00 a.m., Tuesday, March 17, 1987.

12. SELECTION OF ARCHITECT

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve hiring Parkey & Partners, Architects, as the architects for the construction of the new jail for Johnson County, as set forth in the contract attached to these minutes. All voted aye; motion passed.

12. SELECTION OF CONSTRUCTION MANAGER

Motion was made by Comm. Roe, seconded by Judge Bridewell, to approve hiring Danny Butler Construction Company as the

337

Construction Manager of the new jail for Johnson County, as set forth in the contract attached to these minutes. All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. York, that Comm. Roe serve as liasion between the Commissioners' Court and the architect and construction manager on the procedures involving the construction of the new jail. All voted aye; motion passed.

Commissioners recessed at 10:40 a.m.

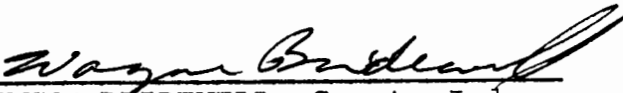
Commissioners reconvened into open court at 10:50 a.m.

CONSIDERATIONS

12. SELECTION OF FINANCIAL ADVISOR

Motion was made by Comm. Harmon, seconded by Comm. York, to approve having the First Southwest Company act as Financial Advisor to Johnson County for the construction of the new jail, subject to their fee being mutually agreed upon. All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

71

A PROPOSAL
EVALUATION OF JOHNSON COUNTY ROADS
AND
DEVELOPMENT OF A COMPREHENSIVE CLASSIFICATION SYSTEM
FOR COUNTY ROADS

Submitted by

MORRIS JAMES
CONSULTANT

The purpose of this proposal is to describe the method by which a road classification system policy can be developed for Johnson County, Texas.

The need for such a policy is characteristic of many counties in Texas where growth in urban counties has spilled out into adjacent counties.

Also, road policies in some counties have not been developed in the past for the construction of subdivision roads that met county road specifications; or, if policies existed in some counties, they were not enforced. As a result, many subdivisions in the unincorporated areas of Texas counties contain substandard private residential roads that cannot be brought into the county road maintenance system until they are upgraded.

It is the goal of this proposal to develop a method whereby members of the Johnson County Commissioners Court can both classify existing county roads under a uniform road policy and allow the court to economically and consistently address ~~substandard~~ roads in the county road maintenance program under that policy.

my
D.B.

329

PHASE I EVALUATION

- A Study of previous subdivision rules and regulations and road classes
- B Analysis of previous unwritten policies and practices
 - 1 Interviews with commissioners and county judge
 - 2 On-sight visits to roads in precincts
- C Development of specifications for county-wide road improvement and road classification policy [This phase may include but will not necessarily be limited to:]
 - 1 Discussion of road classification and road-building methods and unique characteristics of each precinct with commissioners and employees, with permission of precinct commissioner
 - 2 Evaluation of material at Texas Department of Highways and Public Transportation involving road policy and road specifications

PHASE II POLICY DEVELOPMENT

- A Analysis and incorporation of PHASE I material into a cohesive set of recommendations for a policy statement
- B Write first draft of road program policy
- C Review by members of court

PHASE III FINAL POLICY DEVELOPMENT

- A Incorporation of PHASE II suggestions into draft
- B Preparation of final draft
- C Review by legal counsel

PHASE IV PRESENTATION TO COMMISSIONERS COURT

- A Presentation of final draft to court
- B Final review by court
- C Incorporation of court suggestions into draft
- D Completed report presented

73

COMPLETED REPORT TO INCLUDE

- A Road classification system for entire county, process for classifying and re-classifying roads; and rules and regulations for implementing the system
- B Methods of contracting with private landowners for
 - 1 Conveying existing roads to county
 - 2 Paying private landowner share of road ungrading expense
- C Examples of court orders necessary for implementing program
- D Examples of contract language between county and private landowner for paying private landowner cost of program

EXPENSE TO COUNTY

Fee to Morris James, Consultant, for development of report	\$8,000
Estimated fee for legal counsel review of policy draft in PHASE III	
eight (8) hours @ \$120 per hour	960
Travel expense to include 21¢ per mile for use of personal vehicle or actual cost of airline or other transportation, food and lodging	
Long-distance telephone expense for project-related phone calls, and other expenses normally associated with project development	

[Actual travel costs cannot be estimated but project more than likely will require at least five (5) trips to the county and at least three (3) overnight stays in PHASES I and IV]

TOTAL EXPENSE TO COUNTY

\$8,960

Plus expenses for travel and any additional expense for legal counsel above the eight hour estimate or for any additional legal counsel expense required by the court

PAYMENT SCHEDULE

Down payment of	\$4,000
At PHASE IIB completion	2,000
At PHASE IV completion	2,000

BILLING

Travel expense will be billed as it occurs
Payments for PHASE IIB and PHASE IV completion to be billed at the time

TIME OF PROJECT

PHASE I through PHASE IIB to take no more than four (4) months from receipt of down payment

Completion of remainder of project will depend on work schedule of commissioners court in performing review of work done and the time needed for review by legal counsel

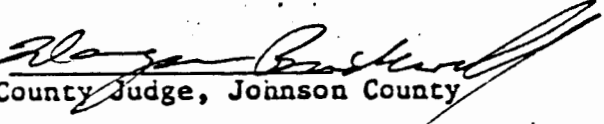
341

My work in PHASES IIC through PHASE IV, following reviews by legal counsel or members of the commissioners court, can be completed within two weeks following suggestions for changes by either the court or legal counsel.

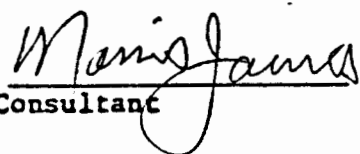
Acceptance of this proposal by the Johnson County, Texas, Commissioners Court, and any changes agreed to by the court and the consultant and initialed by both parties, is represented by the signatures that follow. When signed by a representative of the county and the consultant, this proposal constitutes a letter of agreement between the county and the consultant for the delivery of and payment for the services described in the proposal.

Signed this date: 16 March 1987

By:


County Judge, Johnson County

By:


Consultant

Duplicate Original

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B801

**Standard Form of Agreement Between
Owner and Construction Manager**

Recommended for use with the current editions of standard AIA agreement forms and documents.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 17th day of March in the year of Nineteen
Hundred and 87

BETWEEN the Owner: Johnson County of the State of Texas

and the Construction Manager: Danny Butler Construction Co.
P.O. Box 7378
Glen Rose, Texas 76043

For services in connection with the following described Project:
(Include detailed description of Project location and scope)

Law Enforcement Offices, Courtroom and 288 person jail facility located in
Cleburne, Johnson County, Texas

The Architect for the Project is: Parkey and Partners Architects, Inc.

The Owner and the Construction Manager agree as set forth below.

2.6.

342

343

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

ARTICLE 1

CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

The Construction Manager covenants with the Owner to further the interests of the Owner by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and any other services included in Article 16 as Basic Services.

1.1 PRECONSTRUCTION PHASE

1.1.1 Provide preliminary evaluation of the program and Project budget requirements, each in terms of the other. With the Architect's assistance, prepare preliminary estimates of Construction Cost for early schematic designs based on area, volume or other standards. Assist the Owner and the Architect in achieving mutually agreed upon program and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.

1.1.2 Review designs during their development. Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.

1.1.3 Provide for the Architect's and the Owner's review and acceptance, and periodically update, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules.

1.1.4 Prepare for the Owner's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipate the various elements of the Project, and based on Schematic Design Documents prepared by the Architect. Update and refine this estimate periodically as the Architect prepares Design Development and Construction Documents. Advise the Owner and the Architect if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

1.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

1.1.5.1 Provide recommendations and information to the Owner and the Architect regarding the assignment of re-

sponsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.5.2 Advise on the separation of the Project into Contracts for various categories of Work. Advise on the method to be used for selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.5.3 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.5.4 Investigate and recommend a schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases.

1.1.6 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical Phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

1.1.6.1 Identify or verify applicable requirements for equal employment opportunity programs for inclusion in the proposed Contract Documents.

1.1.7 Make recommendations for pre-qualification criteria for Bidders and develop Bidders' interest in the Project. Establish bidding schedules. Assist the Architect in issuing Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7.1 With the Architect's assistance, receive Bids, prepare bid analyses and make recommendations to the Owner for award of Contracts or rejection of Bids.

1.1.8 With the Architect's assistance, conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services un-

N.B.

26.

der this Agreement, will end ~~XXXXXX~~ ^{one (1) year} after final payment to all Contractors is due.

1.2.1 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for Construction as set forth below and in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractors' Construction Schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the Contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.

1.2.3 Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever projected costs exceed budgets or estimates.

1.2.3.2 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

1.2.3.3 Recommend necessary or desirable changes to the Architect and the Owner, review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.4 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

77.

1.2.4 Review the safety programs developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the Project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. As appropriate, require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Subject to review by the Architect, reject Work which does not conform to the requirements of the Contract Documents.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner with a copy to the Architect.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect those recommended for approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner and the Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors' Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instruc-

345

tions; other related documents and revisions which arise out of the Contracts or Work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and the Architect. At the completion of the Project, deliver all such records to the Architect for the Owner.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. Assist the Architect in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner, the Contractors, the Architect and the Construction Manager, which consent shall not be unreasonably withheld.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon authorization in writing from the Owner and shall be paid for as provided in this Agreement.

1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the Owner.

1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.

1.3.3 Services for tenant or rental spaces.

1.3.4 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.

1.3.5 Services made necessary by the default of a Contractor.

1.3.6 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.7 Recruiting or training maintenance personnel.

1.3.8 Inspections of, and services related to, the Project after the end of the Construction Phase.

1.3.9 Providing any other services not otherwise included in this Agreement.

1.4 TIME

1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements of the Project, including a program, which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

2.2 The Owner shall provide a budget for the Project, based on consultation with the Construction Manager and the Architect, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Construction Manager, provide a statement of funds available for the Project and their source.

2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The Owner shall retain an architect whose services, duties and responsibilities are described in the agreement between the Owner and the Architect, AIA Document B141/CM, 1980 Edition. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager, and will not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. Actions taken by the Architect as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Owner may require to verify the Project Applications for Payment.

2.6

or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.7 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.8 The services, information and reports required by Paragraphs 2.1 through 2.7, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager and the Architect.

2.10 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.11 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

ARTICLE 3 CONSTRUCTION COST

N.B. 3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Contracts, ~~as set forth in the Construction Manager's estimate of the Construction Cost, plus the Construction Manager's compensation.~~

3.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.7, inclusive.

3.3 Evaluations of the Owner's Project budget and cost estimates prepared by the Construction Manager represent the Construction Manager's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining Bid prices or other competitive bidding or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

3.4 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.1 or Paragraph 2.2, or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties to this Agreement. If such a fixed limit has been established, the Construction Manager shall include contingencies for design, bidding and price escalation, and

79 shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.

3.4.1 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Construction Manager's control, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry occurring between the originally scheduled date and the date on which Bids are received.

3.4.2 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.4.1) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the scope and quality of the Work as required to reduce the Construction Cost. In the case of item (4), the Construction Manager, without additional compensation, shall cooperate with the Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4 ~~CONSTRUCTION SUPPORT ACTIVITIES~~

N.B. 4.1 ~~Construction support activities, as proposed by the Construction Manager, shall be included in the Construction Cost, unless otherwise provided in the Contract Documents.~~

ARTICLE 5 ~~DIRECT PERSONNEL EXPENSE~~

N.B. 5.1 ~~Direct personnel expenses incurred by the Construction Manager in the performance of its duties under the Contract Documents, excluding those which are covered by the fee and the portion of the fee which is allocated to the Construction Manager's overhead and general expenses, shall be included in the Construction Cost, unless otherwise provided in the Contract Documents.~~

ARTICLE 6 REIMBURSABLE COSTS

N.B. 6.1 The term Reimbursable Costs shall mean costs actually incurred in the proper performance of the Construction Manager's duties under the Contract Documents, which are not higher than the market price for such costs at the time they are incurred, except with respect to the Construction Manager's overhead and general expenses, which shall be included in the Construction Cost.

347

PAYMENTS TO THE CONSTRUCTION MANAGER

20.6.

70.61

n.b.

N.B.

20.6

7.4.2 If construction of the project has started and is stopped by reason of such variance, not the fault of the Commission, the assets in the Commission's inventory shall be transferred to the General Manager for the costs of the construction.

W.B.

23.

2.5

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

AIA DOCUMENT B201 • OWNER-CONSTRUCTION MANAGER AGREEMENT • JUNE 1990 EDITION • AIA®
©1990 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, D.C. 20006

ESG7 - 1929 6

fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least fourteen days' written notice to the Construction Manager in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date ~~together with Reimbursable Costs then due and all Termination Expenses~~ *2.6.*

2.6. 10.4 ~~Termination Expenses are defined as Reimbursable Costs directly attributable to termination for which the Construction Manager is not otherwise compensated.~~

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law in effect at the location of the Project.

11.2 Terms in this Agreement shall have the same meaning as those in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant Date of Substantial Completion of the Project, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion of the Project, not later than the date of issuance of the final Project Certificate for Payment.

11.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, as set forth in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Construction Manager shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

13.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 14

INSURANCE

14.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Construction Manager is legally liable.

349

ARTICLE 15
BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 7, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

- 15.1 AN INITIAL PAYMENT of Twenty Five Thousand Dollars (\$ 25,000.00) shall be made upon execution of this Agreement and credited to the Owner's account as follows: after Johnson County, Texas receives funding for this project from the issuance of either Certificates of Obligation or General Obligation Bonds. This amount is part of the total compensation for the Construction Manager.

15.2 BASIC COMPENSATION

- 15.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 and 1.2, and any other services included in Article 16 as part of Basic Services, Basic Compensation shall be computed as follows:

based on a fixed fee of Two Hundred Fifty Thousand... (\$250,000.00) Dollars.

The Construction Manager shall receive the balance of his fee in sixteen (16) equal monthly payments beginning after the initial payment is made. However, the Construction Manager shall receive the balance owed within thirty (30) days after the jail is approved by the Texas Commission on Jail Standards if it is completed before all sixteen monthly payments are paid.

15.3 COMPENSATION FOR ADDITIONAL SERVICES

- 15.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Paragraph 1.3, and any other services included in Article 16 as Additional Services, compensation shall be computed as follows:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

Negotiated as needed.

- 15.4 ~~FOR REIMBURSABLE COSTS, as described in Article 16, the actual costs incurred by the Construction Manager in the interest of the Project.~~

- 15.5 Payments due the Construction Manager and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Construction Manager. Invoice to be made by the first day of
(Here insert any rate of interest agreed upon.) month, paid at first Commissioners Court meeting thereafter.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

- 15.6 The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that:

- 15.6.1 IF THE SCOPE of the Project or the Construction Manager's Services is changed materially, the amounts of compensation shall be equitably adjusted.

- 15.6.2 ~~IF THE SERVICES covered by this Agreement have not been completed within (xxxxx) months of the date hereof, through no fault of the Construction Manager, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.~~

63

ARTICLE 16
OTHER CONDITIONS OR SERVICES

(List Reimbursable Costs and costs not to be reimbursed.)

The Construction Manager shall furnish the following:

- (1) On-site construction office
- (2) Supervisory personnel
- (3) Additional insurance: \$500,000.00 combined single limit Manufacturers and Contractors Liability, Independent Contractors Liability, Johnson County Co-insured, \$ 1,000,000.00 Umbrella policy and other insurance as specified in Contract, Article 14.
- (4) Automobile liability insurance on vehicles with Johnson County, Texas named as additional insured.
- (5) A Waiver of Subrogation Agreement as to Johnson County, Texas and the Workmen's Compensation Insurance Carrier for Johnson County, Texas.
- (6) A Hold Harmless Agreement as to Johnson County, Texas for any causes of action arising from accidents that may occur during the construction of the jail.
- (7) Provide current Certificates of Insurance to the County Auditor's Office for General Liability, Automobile Liability and Workmen's Compensation Insurance policies.
- (8) The Construction Manager shall provide the general liability insurance, automobile liability insurance and Workmen's Compensation insurance at no additional cost to Johnson County, Texas.

The Construction Manager shall work under the supervision of Parkey and Partners Architects, Inc. and shall construct the jail in accordance with their design plans and specifications.

The Commissioners Court shall approve all bills owed to contractors, subcontractor and material suppliers before payment, and Johnson County shall make these payment directly to the contractors, subcontractors and material suppliers.

Major or structural changes materially affecting the cost of the project shall be approved and confirmed in writing by Johnson County before such work is commenced. Any and all changes requested by Johnson County respecting a previously negotiated and executed purchase order or contract or any request that additional work be performed by the Construction Manager and any additional compensation for the Construction Manager shall be made in writing and approved by Johnson County and the Construction Manager. The Construction Manager will prepare the necessary change Purchase Order form for Johnson County's signature before such changes are commenced.

The Construction Manager shall pay the salaries, insurance and benefits of his employees from the fixed fee that he is paid for this project. The Construction Manager's Employees shall include his supervisory personnel and any clerical workers that he employs at the job site.

Johnson County shall provide Cleburne and Metro telephone lines at the jobsite for use on the project. Johnson County will pay long distance telephone calls relating to this project.

The Construction Manager shall not have any financial interest in the construction of this project other than the fixed fee for the payment of his services and any additional compensation that may be approved by Johnson County for additional work.

351

22B

This Agreement entered into as of the day and year first written above.

OWNER

Johnson County, Texas

Wayne Bridewell
Wayne Bridewell
County Judge

CONSTRUCTION MANAGER

Danny Butler Construction Co.

Danny Butler
Danny Butler, Owner

Duplicate Original

85

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the 17th day of March in the year of Nineteen
Hundred and 87

BETWEEN the Owner: Johnson County, State of Texas N.B. State of Texas

and the Architect: Parkey & Partners Architects, Inc.

For the following Project:

(Include detailed description of Project location and scope.)

The design, documentation, technical assistance, and construction administration of
a 288 bed jail, one courtroom and Sheriff's Office. These
services will include those facilities included in
the Request for Proposals to Build a County Jail
for Johnson County, Texas which is attached hereto. N.B.

The Owner and the Architect agree as set forth below. N.B.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute
of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or
substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United
States and will be subject to legal prosecution.

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • THIRTEENTH EDITION • JULY 1977 • AIA® • © 1977
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

B141-1977 1

352

353

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

87
necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

355

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

struction, and furnishing services as may be required in connection with the replacement of such Work.

~~1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~ 20.6.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

signed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

357

N.B.

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

N.B.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct and actual cost of all the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

N.B.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Owner for the purposes stated in the following Sub-Paragraphs:

5.1.1 Expense of transportation in connection with the Project, including expenses in connection with out-of-town work, long distance communication, and fees paid for securing removal of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic reproduction techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are extended or otherwise constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 6.1.2. Based on the lowest bona fide bid or negotiated proposal or, if none, such bid or proposal received from the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses thereon and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

~~ARTICLE 9~~

~~ARBITRATION~~

~~9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.~~

~~9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursement of Expenses incurred and all reasonable expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basis and Additional Compensation earned to the time of termination as follows:

- 1. 20 percent if termination occurs during the Schematic Design Phase;
- 2. 10 percent if termination occurs during the Design Development Phase;
- 3. 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

359

ARTICLE 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of -0- dollars (\$ -0-)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

W.B.
Parkey and Partners Architects, Inc. shall be paid a fixed fee of Two Hundred Seventy Five Thousand (\$275,000.00) Dollars.

No payments shall be due until after Johnson County receives funding for this project from the issuance of either Certificates of Obligation or General Obligation Bonds.

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase:	percent (15 %)
Design Development Phase:	percent (25 %)
Construction Documents Phase:	percent (45 %)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase:	percent (10 %)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

93

14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

W.B.

Principal - \$125.00 per hour (James Parkey and Thomas Ellerbee)
Supervisory - \$75.00 per hour (Walter Head and Daniel Todd)
Technical II - \$50.00 per hour
Technical I - \$35.00 per hour
Clerical - \$30.00 per hour

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of (1.12) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 ~~FOR REimbursable EXPENSES, as described in Article 15, and any other items included in Article 15, the Architect shall be reimbursed for such expenses a multiple of (1.12) times the amount expended by the Architect, the Architect's employees, and consultants in the interest of the Project.~~ *W.B.*

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.) nine and seven-eighths (9 7/8)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 ~~IF THE SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, the amounts of compensation and multiples set forth herein shall be equitably adjusted.~~ *W.B.*

360

361

ARTICLE 15

OTHER CONDITIONS OR SERVICES

Parkey and Partners Architects, Inc. shall furnish the following:

- (1) Professional Errors and Omissions insurance policy for this project in the minimum amount of Two Hundred Fifty Thousand (\$250,000.00). This insurance policy shall be continued in effect for at least five (5) years after the jail is completed. Current Certificates of Insurance shall be provided to the County Auditor's Office each year.
- (2) General Liability insurance policy in the minimum amount of One million ... (\$1,000,000.00) ... Dollars during the construction of this project. Johnson County, Texas shall be named as an additional insured on this policy.
- (3) Automobile liability insurance on vehicles with Johnson County, Texas named as an additional insured on this policy.
- (4) Workmen's Compensation Insurance on employees of Parkey and Partners Architects, Inc.
- (5) Parkey and Partners Architects, Inc. shall provide the above described Professional Errors and Omissions insurance policy, general liability insurance policy, automobile insurance policy and Workmen's Compensation insurance policies at no additional expense to Johnson County, Texas.
- (6) Provide current Certificates of Insurance to the County Auditor's Office for Professional Errors and Omissions, General Liability, Automobile Liability and Workmen's Compensation insurance policies.
- (7) A Waiver of Subrogation Agreement as to Johnson County, Texas and the Workmen's Compensation Insurance carrier for Johnson County, Texas.
- (8) A Hold Harmless Agreement as to Johnson County, Texas for any causes of action arising from accidents that may occur during the construction of the jail.

The Construction Manager shall work under the supervision of Parkey and Partners Architects, Inc. and shall construct the jail in accordance with their design plans and specifications.

R.B.

95

92.6

This Agreement entered into as of the day and year first written above.

OWNER
Wayne B. Bredenk
Johnson County
BY WAYNE BREDENK
County Judge

ARCHITECT
Parkey & Partners Architects, Inc.
James Parkey, Chairman
BY James Parkey

363

REQUEST FOR PROPOSALS TO BUILD A
COUNTY JAIL FOR JOHNSON COUNTY, TEXAS

Johnson County is requesting proposals for the building of a county jail with a capacity of 192 to 288 prisoners. The jail should be designed in such a manner that the jail could be expanded later on to a capacity of 576 prisoners.

Johnson County is seeking to build a secure and functional jail facility that will have maximum utilization of jail personnel. The jail should have low maintenance and efficient use of utilities. The jail design must meet or exceed the minimum standards of the Texas Commission on Jail Standards and should be built at the lowest possible cost.

Space shall be allocated for, but not limited to, the following functions:

1. Inmate reception and holding
2. Inmate processing
3. Shakedown
4. Inmate detention
5. Adequate segregation of inmates
6. Food service
7. Attorney interviews
8. Storage
9. Visiting
10. Public areas
11. Booking
12. Identification
13. Dressing in and out
14. Sally ports
15. Guard stations
16. Line up
17. Laundry
18. Inmate programs and activities
19. Counseling
20. Medical examination and treatment
21. Jail administrative offices
22. Multi-purpose rooms
23. Squad rooms
24. Recreation and exercise
25. Video taping and intoxilizer programs
26. Minimum of two violent cells
27. Minimum of one (1) courtroom.
28. Outdoor storage compound for seized vehicles
29. Offices for Sheriff's Office including clerical, record keeping and investigators offices.

- 97
30. Space should be allocated for a kitchen, inmate commissary and library. It is permissible to use the same room or space allocation for more than one of the listed "functions" where such use will not deny any constitutional rights of inmates, custodial personnel or the general public, and where such use will not impair the safety, security, sanitation or segregation of the facility.

365

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MARCH 23, 1987 - 9:00 A.M.

9:00 A.M.

APPROVAL OF MINUTES

9:15

CONSIDERATIONS

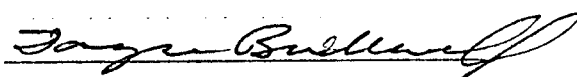
1. Appointment of Members to Johnson County Historical Commission
2. Advertising for Bids
3. Courthouse Repairs
4. Appointment of Members to Johnson County Mental Health and Mental Retardation Center
5. Computer System
6. Purchasing System
7. Personnel Policy
8. Hospital Building
9. County Jail
10. Selection of Financial Advisor for New Jail
11. Line Item Budget Amendment
12. Resolution on Privately Owned Minimum Security Prison
13. Sheriff's Department
14. Telephone System
15. Bids on Light Fixtures at County Jail
16. Alvarado Courthouse Annex
17. Request by Tax Assessor and Collector to attend Seminar
18. Boundary line on Johnson County Precinct # 1 Barn

11:30

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from Executive Session pertaining to litigation, land acquisition and personnel.

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


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
March 20, 1987

MARCH 23, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 23rd day of March, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

12. RESOLUTION ON PRIVATELY OWNED MINIMUM SECURITY PRISON

Pat Kendrick, Sr. appeared to request the Court to adopt a Resolution supporting the construction of a privately owned minimum security prison in Johnson County. The Court requested Mr. Kendrick to hold some area meetings to inform the public of his plan. No action taken.

Commissioners recessed at 10:30 a.m.

Commissioners reconvened into open court at 10:45 a.m.

CONSIDERATIONS

10. SELECTION OF FINANCIAL ADVISOR FOR NEW JAIL

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the contract with First Southwest Company for financial advisory services on the funding of the new Johnson County Law Enforcement Center, and a copy of this contract is attached to these minutes, setting forth the fee and other provisions. All voted aye; motion passed.

17. REQUEST BY TAX COLLECTOR TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the Tax Collector and two assistants attending a tax seminar in Houston on May 17-19, 1987. All voted aye; motion passed.

367

16. ALVARADO COURTHOUSE ANNEX

Motion by Comm. York, seconded by Comm. Harmon, to approve the Alvarado Courthouse Annex having a separate telephone line installed for the Tax Office. All voted aye; motion passed.

5. COMPUTER SYSTEM

Tommy Altaras, Judge of the County Court at Law, made a presentation concerning a centralized computer system for Johnson County. No action taken.

Commissioners recessed for lunch at 12:00 p.m.

Commissioners reconvened into open court at 1:40 p.m.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes of the Commissioners' Court meeting of March 16, 1987, as presented. All voted aye; motion passed.

CONSIDERATIONS

18. BOUNDARY LINE ON JOHNSON COUNTY PRECINCT #1 BARN

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the County Judge signing a Warranty Deed to the City of Cleburne for .013 acres of land behind the Precinct #1 barn in Cleburne in exchange for the City of Cleburne conveying .031 acres to Johnson County, in order to conform the boundary line of the back of the Johnson County Precinct #1 barn to the present location of the fence. All voted aye; motion passed.

11. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the line item budget amendments as presented by the County Auditor, a copy of these line item amendments being attached to these minutes. All voted aye; motion passed.

2. ADVERTISING FOR BIDS

No action taken.

1. APPOINTMENT OF MEMBERS TO JOHNSON COUNTY HISTORICAL COMMISSION

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve appointing the following persons to serve on the Johnson County Historical Commission:

Ted Franks, Cleburne
Shelley Swatzell, Cleburne
Mr. & Mrs. Philip Taylor, Cleburne
Mr. & Mrs. Ron Hendrickson, Cleburne
Mildred Padon, Cleburne
Herb Alfrey, Godley
Mr. & Mrs. W.I. "Rip" Boteler, Alvarado
Clyde Head, Cleburne
Mrs. J.W. Ellis, Godley
Lamar Brown, Grandview
Amos Porter, Burleson
Georgia Fuqua, Cleburne
Juanita Jahn, Burleson
Jeanette Gibbs, Alvarado
Mrs. Jack Gattis, Alvarado
Mrs. Melvin (Mary) Jackson, Alvarado,
Mrs. Royce Baker, Burleson
Faye Mercer, Burleson
Glen Harris, Joshua
Lottie Ogles, Joshua
W.A. Seals, Jr., Cleburne
B.B. Aldridge, Grandview
Jimmie W. York, Burleson

All voted aye; motion passed.

4. APPOINTMENT OF MEMBERS TO MENTAL HEALTH-MENTAL RETARDATION CENTER

No action taken.

Commissioners recessed at 2:10 p.m.

Commissioners reconvened into open court at 2:20 p.m.

CONSIDERATIONS

9. COUNTY JAIL

15. BIDS ON LIGHT FIXTURES AT COUNTY JAIL

No action taken.

14. TELEPHONE SYSTEM

No action taken.

369

7. PERSONNEL POLICY

The Court reviewed and discussed the new personnel policy as drafted by the Personnel Committee. No action taken.

6. PURCHASING SYSTEM

No action taken.

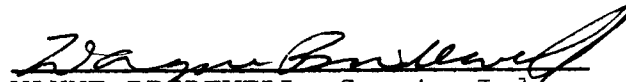
EXECUTIVE SESSION

Commissioners went into Executive Session at 3:40 p.m. to discuss a personnel matter.

Commissioners reconvened into open court at 5:15 p.m.

No action was taken as a result of the Executive Session.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

13

AGREEMENT
FOR
FINANCIAL ADVISORY SERVICES
By and Between
JOHNSON COUNTY
(Herein referred to as the "Issuer")
and
FIRST SOUTHWEST COMPANY

It is understood that the Issuer has under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and First Southwest Company effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

2. We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and pay those expenses set out in Appendix A, provided, however, that our obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

3. We agree to perform the following duties normally performed by such financial advisors and all other duties as, in our judgment, may be necessary or advisable:

a. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service debt. This survey will include an analysis of the existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by other consultants employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and other consultants and experts, if any, employed by the Issuer.

b. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including

such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

c. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

d. We understand the Issuer has retained, or will retain, a firm of municipal bond attorneys ("Bond Counsel") whose fees will be paid by the Issuer.

e. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

1. Advertised Sale: We will supervise the sale of the Debt Instruments at a public sale in accordance with procedures set out herein.

2. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will cooperate with any managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing Bond Purchase Contract, Underwriters Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

f. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

g. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examination, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We will also provide sufficient copies of the Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

h. We will, after consulting with the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required in the successful marketing of the Debt Instruments.

105

i. Subject to the approval of the Issuer, we will organize and make arrangements for such investor information meetings as, in our judgment, may be necessary.

j. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations, including representatives from the Issuer.

k. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinating the receipt and tabulation and comparison of bids and we will advise the Issuer as to the best bid. We will provide the Issuer with our recommendation as to acceptance or rejection of such bid.

l. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We shall assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

m. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

n. If requested, we will counsel with the Issuer in the selection of a Trustee and Paying Agent/Registrar for the Debt Instruments, and we will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

o. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

p. We agree to do, or cause to be done, all work incident to printing of the Debt Instruments, obtaining approval, as may be required by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser.

q. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

r. We will attend any and all meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when we may be of assistance or service and the subject of financing is to be discussed.

373

s. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

t. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

u. We will, when requested by the Issuer, review and evaluate vendor financing and sale/lease back proposals presented to the Issuer.

4. In addition to the services set out above, we agree to provide the following services when so requested.

a. We will provide our advice as to the investment of certain funds of the Issuer. We will, when so directed, purchase those investments authorized to be purchased and we will charge a normal and customary commission for each such transaction.

b. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

c. We will provide our advice and assistance in the development of, and financing for, any capital improvements programs of the Issuer.

d. We will provide expert testimony and other presentations required by the Issuer before any legislative or regulatory bodies necessary to achieve the financing goals of the Issuer. It is agreed that First Southwest Company will not act in the capacity of a "compensated lobbyist" as defined by the applicable laws of the entity where such appearances are required on behalf of the Issuer.

e. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

It is recognized that any additional services that may be required by the Issuer under this Section (4) are of such an unknown and contingent nature that no fee or expense reimbursement estimate can be made at this time. First Southwest Company agrees to use its best efforts to provide such services, if in its opinion such services are within the scope of its expertise, and are necessary and appropriate, and further agrees to negotiate in good faith any additional fees and charges for such services.

5. The fee due to First Southwest Company in accordance with Appendix A attached hereto, any other fees as may be mutually agreed and all expenses for which First Southwest Company is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

6. This agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of five years from the date of acceptance, and may be extended by mutual agreement, provided, however, this Agreement may be terminated without cause by the Issuer or First Southwest Company upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due First Southwest

Company for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

7. In the event any bond election shall fail, the fee due us shall be nothing; however, should the same or similar propositions again be submitted to election held within twelve months from the date hereof, then at our option the agreement covered by this proposal shall apply to any such bonds.

8. It is further understood and agreed that we reserve the right to submit a bid for the bonds when offered for sale.

This Agreement is submitted in duplicate originals. When accepted by the Issuer, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and First Southwest Company for the purposes and considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on both copies and the return of one executed copy to First Southwest Company.

Respectfully submitted,

FIRST SOUTHWEST COMPANY

By *[Signature]*
Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer on this the 23rd day of MARCH, 1987, pursuant to the provisions of Resolution 407 passed and approved by the Issuer on MARCH 23, 1987.

By *[Signature]*
County Judge of
Johnson County, TEXAS

ATTEST:

[Signature]
County Clerk
Johnson County, TEXAS

375

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by us, it is understood and agreed that our fee for each issue of Debt Instruments will be as follows:

Base Fee - Any Issue					\$ 2,500
Plus	\$9.375	per	\$1,000	up to	250,000
Plus	8.25	per	\$1,000	next	250,000
Plus	5.25	per	\$1,000	next	500,000
Plus	3.50	per	\$1,000	next	1,500,000
Plus	2.06	per	\$1,000	next	2,500,000
Plus	1.88	per	\$1,000	next	5,000,000
Plus	1.46	per	\$1,000	next	10,000,000
Plus	1.01	per	\$1,000	next	10,000,000
Plus	0.98	per	\$1,000	next	20,000,000
Plus	0.94	per	\$1,000	over	50,000,000

If application to a State or Federal Agency is made in connection with a financing, our fee shall be 125% of the above schedule.

No hourly fee will be charged for any of our services or for the furnishing of any other financial services, except as shall be mutually agreed under provisions of this agreement.

<u>Expense Items</u>	<u>Paid By</u>
Preparation, printing and distribution of Official Statements and accompanying documents (both Advertised Sale and Negotiated Sale)	Issuer
Reports of independent consultants	Issuer
Information meetings	Issuer
Rating fees	Issuer
Travel to rating meetings (Issuer's Personnel)	Issuer
Verification of calculations	Issuer
Printing of Debt Instruments	Issuer
Delivery of Debt Instruments	Issuer

Fees for Selected Issue Sizes - Normal Financings

<u>Issue Size</u>	<u>Fee</u>
\$5,000,000	\$19,931.25
6,000,000	21,811.25
7,000,000	23,691.25

STATE OF TEXAS

COUNTY OF JOHNSON

)
) KNOW ALL MEN BY THESE PRESENTS:
)

That the City of Cleburne, Texas, a Municipal Corporation, acting herein by and through the undersigned, duly authorized to execute these presents, of the County of Johnson, State of Texas, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid to it by Johnson County, Texas, acting by and through its County Judge, duly authorized by Commissioner's Court, to act on behalf of Johnson County, Texas, Grantee, the receipt of which cash is hereby acknowledged, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto Johnson County, Texas, Grantee, all that certain tract or parcel of land described as follows:

All that certain tract of land out of the L. J. Hale Survey, Abstract No. 354, Johnson County, Texas, being a portion of that 4.7 acre tract conveyed to the City of Cleburne, Johnson County, Texas, recorded in Volume 433, Page 514, of the Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set for the Southwest corner of the tract conveyed to Johnson County, Texas in deed recorded in Volume 1133, Page 196, of the Deed Records of Johnson County, Texas, same being the Northwest corner of this tract;

THENCE N 65°23'17" E, parallel to the right-of-way of U. S. Highway No. 67, a distance of 182.67 feet to an iron rod in a chain link fence for a corner;

THENCE S 60°42'49" W, along said fence, 181.78 feet to a corner post for a corner;

THENCE with a chain link fence, N 30°22'33" W, 14.89 feet to the place of BEGINNING and containing 1353 square feet or 0.031 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto and anywise belonging into the said Grantee, its successors and assigns forever; and the City of Cleburne, Texas, a Municipal Corporation, Grantor, hereby binds itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

377

WITNESS THE HAND of the City of Cleburne, Texas, a Municipal Corporation, this 18th day of March, 1987.

CITY OF CLEBURNE, TEXAS
A MUNICIPAL CORPORATION OF THE STATE
OF TEXAS - GRANTOR

BY: J. T. Bass
J. T. Bass, Mayor

ATTEST:

Jean Hamilton
Jean Hamilton, City Secretary

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 18 day of March, 1987 by J. T. Bass, Mayor, City of Cleburne, Texas, a Municipal Corporation, on behalf of said Municipality.

Luth Brown
Notary Public in and for
Johnson County, Texas

My Commission Expires:

10-87

STATE OF TEXAS

COUNTY OF JOHNSON

)
) KNOW ALL MEN BY THESE PRESENTS:
)

That Johnson County, Texas, acting herein by and through the undersigned, duly authorized to execute these presents, of the County of Johnson, State of Texas, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid to it by the City of Cleburne, Texas, a Municipal Corporation, acting by and through its Mayor, duly authorized to act on behalf of the City of Cleburne, Texas, Grantee, the receipt of which cash is hereby acknowledged, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the City of Cleburne, Texas, Grantee, all that certain tract or parcel of land described as follows:

All that certain tract of land out of the L. J. Hale Survey, Abstract No. 354, Johnson County, Texas, being a portion of that 1.86 acre tract of 1 and conveyed to Johnson County, Texas, by deed recorded in Volume 1133, Page 196, of the Deed Records of Johnson County, Texas, being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod, said rod being 515.44 feet S 30°22'33" E, from the Northeast corner of that 12.7 acre tract conveyed to the National Guard by deed recorded in Volume 367, Page 605, Deed Records of Johnson County, Texas, said rod being the Northeast corner of this tract;

THENCE S 30°22'33" E, 9.56 feet to an iron rod set for the Southeast corner of the above described tract;

THENCE along the south line of the above described tract; S 65°23'16" W, a distance of 117.33 feet to an iron rod set in an existing chain link fence for a corner of this tract;

THENCE with the chain link fence, N 60°42'49" E, 116.76 feet to the place of BEGINNING and containing 558 square feet of 0.013 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto and anywise belonging into the said Grantee, its successors and assigns forever; and Johnson County, Texas, Grantor, hereby binds itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

378

379

WITNESS THE HAND of Johnson County, Texas, this 23rd day of
March, 1987.

JOHNSON COUNTY, TEXAS, GRANTOR

BY: Wayne Bridewell
County Judge Wayne Bridewell

ATTEST:

Polley G Goodnight
County Clerk

STATE OF TEXAS

COUNTY OF JOHNSON

)
)
)

This instrument was acknowledged before me on this 23rd day
of March, 1987 by County Judge, Wayne Bridewell, duly
authorized by Commissioner's Court to execute same, on behalf of
Johnson County, Texas.

Donna Parker
Notary Public in and for
Johnson County, Texas

My Commission Expires:

9-16-89

3-23-87

Budget

for the year

Non-Departmental

to : of : from :

Medicines			
Bonds	1000 -	0 -	0 -
Cent-Applying Other	7500 -	0 -	0 -
Insurance & Restoration	8500 -	0 -	0 -
Insurance Extra Help	3000 -	0 -	0 -
Box A/C			
Travel - Staff	500 -	0 -	0 -
Computer Supplies	500 -	0 -	0 -
Medicines			
Office Supply & Paper	5000 -	0 -	0 -
Travel - Insurance	50000 -	0 -	0 -
Medicines			
Medicines	129316 -	0 -	0 -
Insurance	129316 -	0 -	0 -
Building Supp	3000 -	0 -	0 -

129316
3000

Hospital Doc - Memorial Hospital

for

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
MARCH 30, 1987 - 9:00 A.M.

9:00

CONSIDERATIONS


1. Award Bid on Bank Depository Contract
2. Mileage rate on travel expenses
3. Juvenile Board
4. Texas Employment Commission
5. County Jail
6. Open bids on road base material

10:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with personnel and litigation.
2. Reconvene into open session for potential action resulting from Executive Session pertaining to personnel and litigation.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
March 27, 1987

381

382

2

MARCH 30, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 30th day of March, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

1. AWARD BID ON BANK DEPOSITORY CONTRACT

Motion was made by Comm. Roe, seconded by Comm. York, to approve the best bid of the Interfirst Bank of Cleburne to be the county depository for the next two-year period. All voted aye; motion passed.

6. OPEN BIDS ON ROAD BASE MATERIAL

Motion was made by Comm. Roe, seconded by Comm. Miller, to accept the bid from Fort Worth Crushed Stone and from Concord Materials for 1-3/4" flex base crushed limestone THD-242, type A grade 2, depending upon the cost of hauling the material to the different job sites for a period of six months. All voted aye; motion passed.

2. MILEAGE RATE ON TRAVEL EXPENSES

Motion by Comm. Harmon, seconded by Comm. Roe, to set the county reimbursement for automobile travel expense at 21¢ per mile. All voted aye; motion passed.

5. COUNTY JAIL

No action taken.

Commissioners recessed at 10:00 a.m.

Commissioners reconvened into open court at 10:05 a.m.

EXECUTIVE SESSION

Commissioners went into Executive Session at 10:05 a.m. to discuss personnel matters.

Commissioners reconvened into open court at 11:00 a.m.
As a result of the Executive Session, the following action was taken:

5. COUNTY JAIL

Motion was made by Comm. Miller, seconded by Comm. Harmon to hire a part time nurse on a contract basis at the County Jail for 20 hours per week at \$10.00 per hour for the remaining six months of the fiscal year if the County Auditor determined that the funds were available. All voted aye; motion passed.

CONSIDERATIONS

3. JUVENILE BOARD

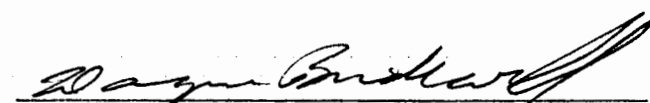
Motion was made by Comm. Roe, seconded by Judge Bridewell, to approve paying Judge Tommy Altaras of the County Court of Law the amount of \$721.00 a month for serving as a member of the Juvenile Board.

Voting Aye: Roe, York, Miller, and Judge Bridewell

Voting No: Harmon

Motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

384

FORT WORTH CRUSHED STONE, INC.

P. O. BOX 12728 • 3700 REAGAN DRIVE • TELEPHONE 244-6024 • FORT WORTH, TEXAS 76116

March 11, 1987

Ref Bid: 5:00 P. M. March 27, 1987
Flex Base
Crushed Lime Stone
THD-242 Type-A Grade 2
(1972 Spec.)

Johnson County
Donnie M. Williams
County Auditor
Room 102
County Courthouse
Cleburne, Texas 76031

Dear Sir:

Below is our bid for Flex Base.

Item THD 242 Type A Grade 2

\$2.35 per ton FOB Hood County pit.
(Approx. 3 miles south of Cresson, Texas on U. S. 377)

\$2.15 per ton FOB Johnson County pit.
(Approx. 15 miles west of the Johnson County Courthouse
off U. S. 67)

Thank you,

Fred H. Brown
Fred H. Brown
President

FHB:ky

COWCOAD MATERIALS, INC.
612 BELLEVUE
CLEBURNE, TX. 76031
(817) 641-7158

Bid on $1\frac{3}{4}$ " Flex base THD Type A GRZ
Loaded on county trucks at our plant
4 miles North-west of courthouse on
highway #171 - Trucks will not be delayed
at plant. \$2.60 per ton.

Desire payment in 30 days after
invoice is rendered, also purchase order
every 30 days.

THANK YOU

Tom B. Russell
COWCOAD MATERIALS INC
612 Bellevue St.

Inc: Test Report

Cleburne Tex

Southwest LAB.

386



SOUTHWESTERN LABORATORIES

Materials, environmental and geotechnical engineering, nondestructive, metallurgical and analytical services
P.O. Box 1379 • 2900 Cullen • Fort Worth, Texas 76101-1379 • 817/332-5181

File No. 1608100
Report No. 607217
Report Date Oct 10, 198
Date Received Oct. 3, 19

Client: Concord Materials, Inc.
Attn: Tom Ransdell

Project: Stock Material - Crushed Stone Base.

— SIEVE ANALYSIS

Laboratory Procedures Used: THD 1982: ITEM 248 TYPE A GRADE 2

<u>SIEVE SIZE</u>	<u>PERCENT RETAINED</u>	<u>SPECIFICATIONS</u>
1 3/4"	0.00	0 - 10
#4	54.30	45 - 75
#40	72.20	60 - 85

<u>Atterberg Limits:</u> ASTM D4318 Method A		<u>SPECIFICATIONS</u>
Liquid Limit	39	40
Plasticity Index	9	12
Linear Shrinkage	5.4	--

<u>Wet Ball Mill:</u> THD 116E		
*Wet Ball Value	52.7	50 MAX
*Percent Increase	24.9	20 MAX

*DOES NOT COMPLY WITH SPECIFICATIONS

Technician: R. Moallemi

Copies: 2cc: Concord Materials, Inc.

SOUTHWESTERN LABORATORIES

Richard R. Jany, Jr.



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

March 6, 1987

Commissioner's Court of Johnson County
Johnson County Courthouse
Cleburne, TX 76031

Gentlemen:

In accordance with Article No. 2545 of Vernon's Civil Statutes of Texas, please be advised that InterFirst Bank Cleburne, N.A. desires to be designated as the bank depository for the stipulated two year term.

Please consider this letter and supporting documentation as our formal depository bid. In addition we are supplying the following information as required by the above statutes.

1. Amount of paid up capital stock - \$600,000.
2. Amount of permanent surplus - \$880,000.
3. A statement of condition of InterFirst Bank Cleburne.
4. A Cashier's Check in the amount of \$60,850.00 payable to the County Judge of Johnson County, Texas.

We thank you for your consideration of our bid.

Sincerely,

A handwritten signature in cursive script, reading "Eddie Saylor".

Eddie Saylor
Chairman of the Board &
Chief Executive Officer

ES/sw
Enclosure

Handwritten notes:
28 March 1987
on 3-6-87

388

8



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

Johnson County Depository Bid of
InterFirst Bank Cleburne, N.A.
March 6, 1987

I. Demand Deposits

InterFirst Bank Cleburne agrees to pay the County on all demand deposits the daily quoted InterFirst Bank Dallas public fund money market checking account rate. This is a floating rate and is subject to change on a daily basis. The currently quoted rate for these funds is 4.25%. Interest will be paid monthly on the average collected balance for each account. The County will not be restricted as to the number of checks that can be written on each account. The normal monthly maintenance charges on these accounts will be waived.

II. Time Deposits

InterFirst Bank Cleburne will place up to \$3,000,000 of the County's time certificates of deposit in the InterFirst Corporation Packaged Affiliate Certificate of Deposit (PAC) Program. The certificates of deposit will be broken down into \$100,000 increments and placed in separate, federally insured, InterFirst Banks around the State. Each \$100,000 deposit is fully insured by the FDIC. The rate paid on these PAC deposits will be the InterFirst Bank Dallas commercial CD rate. InterFirst Bank Cleburne reserves the right to increase the \$3,000,000 limit on the amount of funds the County may place in the PAC program. A leaflet further explaining the program and legal opinion from the FDIC are enclosed for your benefit.

If the County's time certificates of deposits exceed \$3,000,000, the excess over \$3,000,000 will be maintained by InterFirst Bank Cleburne and fully secured by acceptable pledges. The rates on all certificates of deposit issued by InterFirst Bank Cleburne, regardless of amount, will be the higher of 4.25% or the U.S. Treasury Bill asked discount rate less 1.00% for the Bill nearest the desired maturity date of the CD.



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

As an alternative to the PAC deposit program or investing in InterFirst Bank Cleburne CD's at the above rates, InterFirst Bank Cleburne will act as agent for the County in the purchase of U.S. Treasury bonds, bills, notes or other legal investment. There will be no charges for the services of InterFirst Bank Cleburne, however, any third party brokerage charges, commissions, transaction fees, etc. associated with these transactions will be the responsibility of the County.

III. Escrow Funds

No escrow fee will be charged to the County by InterFirst Bank for the handling of escrow funds deposited with it by Johnson County.

IV. Collection Expense

No expense will be charged to the County by InterFirst Bank for collection items deposited by the County in the bank, except the charges which may be made by others on collection items which the depository is not allowed to pay by reason of any act of Congress of the United States or rule or regulation of the Federal Reserve System and/or Federal Deposit Insurance Corporation (out-of-pocket expense only - no charge for bank's services).

V. Rate of Interest to be charged on Loans

We agree to lend to the County subject to legal requirements at the prevailing base rate as quoted by InterFirst Bank Ft. Worth.

VI. Night Depository Service

Our night depository service will be provided to the County free of charge, including bags and keys.

VII. Pledge to Secure Account

InterFirst Bank Cleburne will at all times keep all accounts fully secured with approved securities in accordance with the laws of the State of Texas. InterFirst Bank Cleburne shall have the right and privilege of substituting securities upon obtaining the approval of the County provided the total amount of securities pledged is adequate as herein provided.

390

10



InterFirst Bank Cleburne, N.A.
Post Office Box 477
One North Main Street
Cleburne, Texas 76031
(817) 645-9171
Metro No. 477-3419
Fort Worth No. 295-0141

VIII. Safe Deposit Boxes

We will furnish adequate safe deposit box or boxes without charge to the County.

IX. Cashier's Checks and Money Orders

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

X. Wire Transfer Service

We will charge only for the out-of-pocket expense. There will be no charge for bank's service.

XI. Coin Wrappers

No charge.

XII. Traveler's Checks

No charge for American Express Traveler's checks for County officials.

XIII. Printed Checks

All standard, printed voucher checks, or three-to-a-page checks will be charged to the County at cost from an approved InterFirst Bank Cleburne check vendor.

XIV. Safekeeping

Negotiable instruments will be safely kept in the bank vault with receipts issued at no charge.

This bid applies to the County of Johnson, the trust funds of County and District officials, and any other funds over which the Commissioners' Court has jurisdiction.

Dated this 6th day of March 1987.

Bidder: InterFirst Bank Cleburne, N.A.

By:

A handwritten signature in dark ink, appearing to read "Eddo Taylor".

Title: Chairman of the Board
and Chief Executive Officer

May 22, 1986

Mr. L. Keith Blackwell, Esq.
General Counsel
InterFirst Corporation
P. O. Box 83000
Dallas, Texas 75283-1010

Dear Mr. Blackwell:

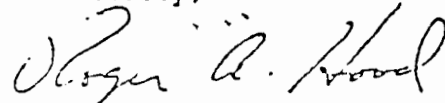
Thank you for your letter of May 8, 1986, addressed to Deputy General Counsel Douglas Jones. You describe InterFirst Corporation's Packaged Affiliate Certificate of Deposit Program ("PAC Program") as follows:

Under the PAC Program, a customer places funds at one of the Subsidiary Banks (the "Placing Bank") and instructs it to wire transfer for deposit for his account up to \$100,000 in any one or more of the other Subsidiary Banks (the "Depository Bank"). Pursuant to such instructions, the Placing Bank transfers up to \$100,000 of such funds to each Depository Bank in the name of such customer. Therefore, the Subsidiary Bank has received a deposit, established an account in the name of a customer and has caused the issuance of a certificate of deposit evidencing such deposit.

You ask Mr. Jones to "confirm . . . that, since each Subsidiary Bank actually receives the funds, establishes an account in the name of such customer and causes the issuance of a certificate of deposit in the name of the customer, each account established by a Subsidiary Bank pursuant to the PAC program is eligible for FDIC insurance." Mr. Jones has forwarded your letter to me for reply.

Based on my understanding of the PAC Program, it appears to me that the program does what it sets out to do--that is, create a depository relationship directly between the customer and each "Depository Bank." Accordingly, the customer's deposits at each "Depository Bank"--both those placed through the PAC Program and any other deposits he may have placed himself--would be insured in the aggregate up to a maximum of \$100,000.

Sincerely,



Roger A. Hood
Assistant General Counsel

392

15

DEPOSITORY BID

JOHNSON COUNTY

THE FIRST NATIONAL BANK
CLEBURNE, TEXAS

PEOPLE
PROUD
PROGRESSIVE



THE FIRST
NATIONAL BANK
IN CLEBURNE

March 5, 1987

J.D. Quesenbury
Chief Executive Officer

Honorable Wayne Bridewell, County Judge
Commissioner's Court of Johnson County
Johnson County Courthouse
Cleburne, Texas 76031

Re: Bid on Johnson County Depository

Gentlemen:

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

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

1. Amount of paid up capital stock \$ 817,890
2. Amount of permanent surplus \$1,680,683
3. Statement of Condition of The First National Bank in Cleburne as of December 31, 1986 which is attached hereto and marked "Exhibit A".
4. Certified check in the amount of \$60,850.00 payable to the County Judge of Johnson County, Texas.
5. The bid of The First National Bank in Cleburne which is attached hereto.

Gentlemen, the local management and local ownership of The First National Bank respectfully request that we be designated as your depository for the ensuing two years.

Sincerely,

FIRST NATIONAL BANK IN CLEBURNE

J. D. Quesenbury
Chief Executive Officer

JDQ/lb

394

14

THE FIRST NATIONAL BANK IN CLEBURNE
STATEMENT OF CONDITION
DECEMBER 31, 1986

ASSETS

Cash & due from banks		\$ 5,552,000
Interest bearing deposits with financial institutions		1,900,000
Securities		13,266,000
Federal funds sold		5,800,000
Loans	\$ 63,269,000	
Less: Reserve For Loan Loss	1,532,000	
Net loans		61,737,000
Bank premises and equipment	\$ 2,816,000	
Less: Accumulated depreciation	1,034,000	
Net premises and equipment		1,782,000
Other real estate owned		3,186,000
Accrued interest receivable and other assets		1,741,000
TOTAL ASSETS		\$ 94,964,000

LIABILITIES AND STOCKHOLDERS' EQUITY

Non-interest bearing deposits		\$ 13,088,000
Interest-bearing deposits		76,610,000
Total Deposits		89,698,000
Federal funds purchased		632,000
Accrued interest and miscellaneous liabilities		676,000
Total liabilities excluding Subordinated Debenture		91,006,000
Subordinated Debenture		1,000,000
Stockholders' Equity		
Common Stock	\$ 818,000	
Surplus	1,681,000	
Undivided profits	459,000	2,958,000
Total Stockholders' Equity and Subordinated Debenture		3,958,000
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$ 94,964,000

* 403 North Main * P. O. Box 537 * Cleburne, Texas 76031 * (817) 641-6631 *
 * Metro 477-2451 *

*** MEMBER F.D.I.C. ***

15

OFFICERS

J. D. Quesenbury
Chief Executive Officer

Ed Fitzhugh
Senior Vice President

Patrick M. Brown
Cashier

Landy Bennett
Assistant Vice President

Pat McCall
Banking Officer

John Kelly
President & COO

Bob G. Rogers
Senior Vice President

Jo Ann Holly
Vice President

Carol Rose
Assistant Vice President

Dean Woodruff
Assistant Cashier

Harold Gilliam
Executive Vice President

Deloris Wolfe
Senior Vice President

Darrell Miles
Vice President

Judy Reed
Banking Officer

DIRECTORS

David E. Waldrip
Chairman of the Board
First National Bank
President
David's Supermarket, Inc.

J. D. Quesenbury
Chief Executive Officer
First National Bank

Randy Roden
Secretary/Treasurer
David's Supermarket, Inc.

M. T. Sandlin
President
M. T. Sandlin Bldg. Corp.

L. O. Bentley
President
L. O. Bentley & Assoc, Inc.

John Kelly
President & COO
First National Bank

James A. Barnett
Senior Vice President,
Retired
First National Bank

J. Hunter Pearson
Retired
Vice Chairman of the Board
First National Bank

Charles Rebstock
President
Cleburne Enterprises, Inc.

Robert T. Childress
Childress & Recer Engineering

James A. Johnson, M.D.
Physician

Robert E. Kandt
President
Kandt Variety Stores of
Cleburne, Inc.

ADVISORY DIRECTORS

Dr. W. F. Patrick
Optometrist

Larry Stegemoller
Contractor

Ray Triplett
Triplett Paint & Body
Shop

396

16

DEPOSIT BID
of
THE FIRST NATIONAL BANK IN CLEBURNE

I. Demand Deposits

Demand deposit services are offered to the County at no service charge provided there is a minimum average monthly balance in these accounts of \$600,000. A deficiency in the average minimum balance will be service charged at .44% of the deficient amount on a monthly basis. Demand deposit accounts will not bear interest.

II. Time Deposits

5.25% interest will be paid on all time deposits. Time Deposits may be made in the form of Certificates of Deposit or Investment Savings Accounts for each County fund up to an aggregate amount of \$600,000.00 for all funds.

Repurchase agreements will not be offered.

III. Excess Funds

County funds in excess of the amounts in demand deposit accounts and the \$600,000.00 maximum to be invested in Bank time deposits must be placed in other qualified securities outside the Bank.

IV. Overdrafts

There will be no charge for handling temporary overdrafts for periods of up to 5 days. Overdrafts in excess of five days on any account or in excess of aggregate demand deposit balances are not permitted under the bid.

V. Loans

The rate of interest to be charged on loans to the County will be The First National Bank base rate. Aggregate loans will be subject to the Legal and Internal Lending Limit of the Bank. Maturity dates of loans will not exceed the duration of this bid.

VI. Other Services

1. The Bank will provide all customary deposit services at no cost to the County.
2. The Bank will provide securities transaction services for the County at the Bank's cost.
3. The Bank agrees to waive monthly maintenance charges for County personnel who elect direct payroll deposit with the Bank.

VII. Pledge to Secure Account

All County deposits will be secured as prescribed in the Texas Statutes governing County deposits.

17

DEPOSIT BID
of
THE FIRST NATIONAL BANK IN CLEBURNE
Page 2.

VIII. Application of Bid

This bid applies to the current funds of the County of Johnson, the Trust Funds of the County and District clerks, and any other funds over which the Commissioner's Court has jurisdiction.

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

APRIL 1, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 READING OF BILLS
APPROVAL OF MINUTES

9:15 SUBDIVISIONS

1. Homestead - Revision Phases 2,4,9 - Prec. #3
2. Rolling Oaks-Phase I - (Roads) - Prec. #4
3. Rancho Villa - (Roads) - Prec. # 4

9:45 CONSIDERATIONS

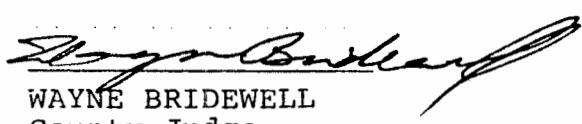
1. Appointment of Members to the Johnson County Historical Commission
2. Advertising for Bids
3. Courthouse Repairs
4. Appointment of Members to Johnson County Mental Health and Mental Retardation Center
5. Purchasing System
6. Personnel Policy
7. Hospital Building
8. County Jail
9. Telephone System
10. Judges Professional Liability Insurance
11. Road Classification System
12. Juvenile Board
13. Bids on Road Base Material
14. Selection of Administrative Assistant
15. Request for Juvenile Probation Officer to attend Seminar

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to personnel.

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 the Vernon's Civil Statutes.

POSTED: 4:30 P.M.
March 27, 1987


WAYNE BRIDEWELL
County Judge

APRIL 1, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 1st day of April, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular meeting with all members present and considered the following:

CONSIDERATIONS

11. ROAD CLASSIFICATION SYSTEM

Motion was made by Comm. Roe, seconded by Comm. Miller, to pay the cost of the road classification study out of the Revenue Sharing fund for capital projects. All voted aye; motion passed.

READING OF BILLS

Motion was made by Comm. York, seconded by Comm. Roe, to approve paying the bills as presented by the Auditor, with the exception of two bills to J & B Trucking that are approved subject to Comm. York's approval of the amounts on those two bills. All voted aye; motion passed.

PRESENTATION OF PLAQUES

Plaques were presented to James Parker of the Liberty Chapel area and J.W. Dickey of Bono for their many years of service on the Johnson County Rural Fire Commission.

CONSIDERATIONS

2. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon, to authorize the Auditor to advertise for three used diesel truck tractors, two for Precinct # 4 and one for Precinct # 3. All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Miller, to

400 authorize the Auditor to advertise for a used gradal for Precinct #2.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe, to authorize the Auditor to advertise for bids for the repair of the wooden frame maintenance building with sheetmetal roof in Precinct #3.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. York, to authorize the Auditor to advertise for the sale of the excess items located in the basement. All voted aye; motion passed.

CONSIDERATIONS

1. APPOINTMENT OF MEMBERS TO THE HISTORICAL COMMISSION

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the appointment of Gail Ledbetter of the Liberty Chapel area to the Johnson County Historical Commission. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes of the meeting on March 23, 1987, as presented. All voted aye; motion passed.

CONSIDERATIONS

4. APPOINTMENT OF MEMBERS TO MENTAL HEALTH & MENTAL RETARDATION CENT.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the appointment of Mrs. Robert Ables of Burleson to serve as a member of the Johnson County Mental Health and Mental Retardation Center. All voted aye; motion passed.

9. TELEPHONE SYSTEM

No action taken.

EXECUTIVE SESSION

Commissioners went into Executive Session at 11:15 a.m. to discuss a personnel matter.

21
Commissioners reconvened into open court at 11:30 a.m.

No action was taken as a result of the Executive Session.

CONSIDERATIONS

15. REQUEST FOR JUVENILE PROBATION OFFICER TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Jane James, Juvenile Probation Officer, attending a Probation Officer's workshop in Wichita Falls on April 8-10, 1987. All voted aye; motion passed.

6. PERSONNEL POLICY

No action taken.

Commissioners recessed for lunch at 11:40 a.m.

Commissioners reconvened into open court at 1:45 p.m.

SUBDIVISIONS

1. HOMESTEAD - REVISION, PHASES 2, 4 & 9

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the proposed revisions of Phase 2, Phase 4, and Phase 9 of the Homesteads subdivision. All voted aye; motion passed.

CONSIDERATIONS

2. ADVERTISING FOR BIDS

A discussion was had concerning the amount of general liability insurance required regarding the plumbing and electrical repair bids. No action was taken.

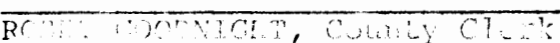
The meeting was recessed until 7:00 p.m., at which time interviews were scheduled with prospective Administrative Assistants.

No action was taken in regard to the Administrative Assistant.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBERT GOODNIGHT, County Clerk

402

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
APRIL 13, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY
CONTROL AND DEVELOPERS

9:00 A.M. READING OF BILLS
APPROVAL OF MINUTES

9:15 SUBDIVISIONS

1. Rolling Oaks - Phase I (Roads) Prec.# 4
2. Rancho Villa (Roads) - Prec. #4
3. Fox Hollow (Roads) - Prec. # 4
4. Woodlands South - Prec. #3

9:45 CONSIDERATIONS

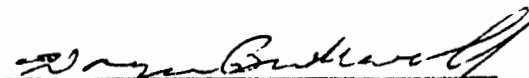
1. County Treasurer's Quarterly Report
2. Request by City of Grandview to repair streets
3. Indigent Care Contract with Burleson Nursing Home
4. Bids for plumbing and electrical repairs
5. Advertising for Bids
6. Courthouse repairs
7. Appointment of Board Members to Johnson County
Mental Health and Mental Retardation Center
8. Election Committee Report on Vote Counting
Machines
9. Resolution on Privately Owned Prison - Pat Kendrick
10. Selection of Administrative Assistant
11. Judge's Professional Liability Insurance
12. Request by City of Venus to Annex Approx. 300
feet of C.R. 620 - John Daniel
13. Designation of regular meeting times for
Commissioners Court
14. Personnel Policy
15. Line Item Budget Amendment
16. Recording of Subdivision Plats
17. Request by Sheriff to Attend Attorney General's
Conference on May 21-22, 1987.
18. Sheriff's Office
19. County Jail
20. Hospital Building
21. Request by Alvarado I.S.D. to purchase materials
from Prec. # 3
22. Pending Litigation - Dale Hanna
23. Improper Disposal and Storage of Solid Waste-
Dale Hanna

1:30 P.M. EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing
with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action
resulting from the Executive Session pertaining
to litigation, land acquisition and personnel.

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

23


WAYNE BRIDEWELL
County Judge

POSTED: April 10, 1987
8:30 A.M.

404

APRIL 27, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 27th day of April, 1987 the Honorable Commissioners Court of Johnson County met in special session in the Courthouse, thereof in the City of Cleburne, Texas with all members present and considered the following:

CONSIDERATIONS

WORKSHOP ON THE DESIGN OF THE NEW COUNTY JAIL

The Commissioners Court discussed the design of the new county jail with Dr. Arthur Raines, the County Health Officer, Sheriff Eddy Boggs, Danny Butler, Construction Manager, James Parkey, and Tom Ellerbee, Architects.

The Commissioners Court had a recess from 11:20 A.M. until 11:35 A.M.

SELECTION OF AN ADMINISTRATIVE ASSISTANT

The Commissioners Court had an Executive Session on personnel from 11:45 A.M. until 12:20 P.M. No action was taken as a result of this Executive Session.

TOUR OF MENTAL HEALTH AND MENTAL RETARDATION CENTER FACILITIES

The Commissioners Court went on a tour of Mental Health and Mental Retardation Center Facilities from 12:20 P.M. until 3:25 P.M. with Joe Mirisciotti, the Executive Director of the Johnson County Mental Health - Mental Retardation Center.

The Commissioners Court had an Executive Session on personnel from 3:25 P.M. until 4:10 P.M. No action was taken as a result of this Executive Session.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

McNEILL ELECTRIC INC.

1007 N. Main
CLEBURNE, TEXAS 76031
Phone 645-3501

PROPOSAL SUBMITTED TO Johnson County Auditor		PHONE 641-4421 ext:123	DATE 3-17-87
PROJECT Courthouse room 102		JOB NAME Donnie Williams County Auditor	
CITY, STATE AND ZIP CODE Cleburne, TX. 76031		JOB LOCATION Courthouse room 102	
ARCHITECT McNeill Electric Inc.	DATE OF PLANS 3-17-87	Cleburne, TX. 76031	JOB PHONE

We hereby submit specifications and estimates for:

Electrical repairs requiring licensed electrician:
\$25.00 per hour for each journeyman electrician.
\$10.00 per hour for each helper.
List price on all materials used.
Guarantee 24 hour response time.
Time and half for all holidays, weekends and after 5:00 pm weekdays.

Yes
Liability Policy

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with work and payment will be made as outlined above.

Signature *[Signature]*

406

20

HUNT ELECTRIC, INC.
Electrical Contractors
P.O. Drawer O
CLEBURNE, TEXAS 76031
(817) 645-8566 (817) 295-2208

PROPOSAL SUBMITTED TO Donnie Williams - County Auditor		PHONE 641-4421	DATE March 26, 1987
STREET Courthouse Room 102		JOB NAME Johnson County Service Work (Electrical)	
CITY, STATE and ZIP CODE Cleburne, Texas 76031		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We **Propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:
SEE BELOW _____ dollars (\$ _____).

Payment to be made as follows:
PAYMENT IS DUE AND PAYABLE UPON RECEIPT OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Garland S. Hunt*
Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:
Electrical repairs at following rates:

1. Response time within 24 hours of call
2. Licensed journeyman - One (1) to three (3) hours \$35.00 per hour
3. Licensed journeyman - Four (4) to ten (10) hours \$30.00 per hour
4. Licensed journeyman - Ten (10) and above \$24.00 per hour
5. There will be a one (1) hour minimum charge with time starting at shop
6. All work is guaranteed one year from installation date **
7. Work to be performed between the hours of 8:00 A.M. and 5:00 P.M.
8. Overtime work to be performed at the rate of 1½ times regular rate

**Guaranteed work applicable only under normal use and conditions

Marshall Young Inc
505 S. 1st St
Wichita, KS 67202

JACKSON

CT/ EOT 294-A-2

LEN ROSE, TEX.

817-817-7820

OR Rt. 2807 507 PERMANENT ADDRESS
CLEBURNE, TX.

JOURNEYMAN LICENSE (CLEBURNE TX. 1987)

8 YEARS @ WORKING EXPERIENCE AS MAINTENANCE
ELECTRICIAN

CITY OF DALLAS 7 YRS.

INDUSTRIAL TROUBLESHOOTING + BLOS. MAINT
SOME ELEVATOR EXP.

ESTINGHOUSE ELEC. 1 YEAR +
LIGHTING, D.C. POWER (EMERGENCY POWER)

DESIGN MODIFICATIONS, REMOTE CONTROLS ETC.

NOT QUALIFIED IN ELECTRONICS OR REFRIGERATION.

SOME CHILLED WATER + BOILER WORK EXPERIENCE.

REFERENCE: BARBARA BOSHER COUNTY AGENT -

" VINCE BARBUTO

VINCE GARAGE CLEB. TX.

PRLO INTO
COUNTY AGENT -

ON BUFFALO ST.

CLEB. TX

Available 24 HRS DAY ON CALL USUALLY 2 HOUR NOTICE.
HES HAVE ALL TOOLS + TEST EQUIP.

~~5.00~~ \$20 PER HOUR.

408

J. Miller Plumbing Co.

Rt. 2 box 546, Joshua 76058

Business # 641-8610

Hourly Rate \rightarrow \$32.00 w/helper

J. Miller

Renewing thru Jo Co Ins.

\$100,000/\$100,000

STATEMENT

- Repair and Remodeling
- Electric Sewer Service
- Water Lines
- Water Heaters
- Gas Line Repair

59,000



Owner Lance D. Martin

Martin Plumbing Co.

Box 655 • 216 E. Chambers • 817-645-0370
Cleburne, Texas 76031

Date 3-2-87

County Judge Wayne Brizewell
Johnson County Courthouse
Plumbing Bid for Jail & Courthouse
Terms per hr w/24 hour reponse time.

DESCRIPTION		AMOUNT
My bid is \$34.50		
per hr to include		
regular time and		
overtime calls at		
the courthouse and		
the county Jail and		
my reponse time will		
be extremely prompt		
and my work will meet		
or exceed all standards		
Thank you		
Lance D. Martin		

410

PROPOSAL

MIKE TRIBBLE PLUMBING

7 Mockingbird Ct.
Joshua, TX 76058
817/645-5786 • 641-7291

Proposal No. 208

Sheet No.

Date 3/16/87

Proposal Submitted To

Name County OF Johnson
Street _____
City _____
State _____
Telephone Number _____

Work To Be Performed At

Street County OF Johnson
City _____ State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Plumbing repairs.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 35.00 HR.).
with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Mike Tribble Plbg. Co.
Public Liability Insurance on above work to be taken out by

Respectfully submitted

Mike Tribble

Per

Note — This proposal may be withdrawn
by us if not accepted within — days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

31

645-8338

STATEMENT

FROM

FROM Sullivan Plumbing
529 W. Heard

529 W. 94th St

Cleburne March 27 19 87

TO

TO The County of Johnson
ADDRESS

ADDRESS

CITY

CITY Clarence Texas

TERMS

eat time by hour

\$25.00 Twenty five dollars
per hour minimum of

per hour minimum of

3- Two names change

are \$50.00 Fifty dollars

4/2

29

ESTABLISHED
1904



OWNER
FRED HADLEY
645-3393

OMPANY

LAYLAND PLUMBING CO.
COMMERCIAL AND RESIDENTIAL

(817) 645-5671

114 N. CADDO

CLEBURNE, TEXAS 76031

FIXTURES
ANSWERED PROMPTLY

N. Caddo St.
11

3-17-87

We hereby agree to	
Charge \$32.50 per hour	
(For License Plumber & Helper) for	
repair work only plus	
materials for the Johnson	
County Buildings.	
\$300,000.00 / 250,000.00	
Bodily Property	
WE HONOR DISCOVERY CARDS	

A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE ADDED TO ACCOUNTS WHERE UNPAID
BALANCE IS DUE FOR WHICH STATEMENT HAS BEEN RENDERED

414

Awarded
4-13-57 GRANDVIEW ELECTRIC
Bob Moulder
P.O. Box 246
Grandview, Texas 76050

04-20-

24

Yes-Liability Policy - aid by th 100,000/100,000

TO: Johnson County Commissioners' Court
FROM: Grandview Electric

In response to your request for maintenance bids, we submit the following:

- | | |
|-------------------------------------|------------------|
| 1. Licensed Electrician | \$20.00 per hour |
| 2. Licensed Electrician with helper | \$33.50 per hour |

Thank you,

Bob Moulder
Bob Moulder

THIS RATE INCLUDES ANY OVERTIME CALLS - Bob M.

STATE OF TEXAS

COUNTY OF JOHNSON

Be it remembered that the Commissioners Court of Johnson County, Texas, met in regular session at it's regular meeting place in the Courthouse on the 13th day of April, 1987.

A motion was made by Commissioner Billy F. Roe to approve the concept of a privately owned minimum security prison to be located in the southeast unincorporated portion of the county.

The Motion was seconded by Commissioner Bud Miller.

Ayes: Billy F. Roe, Bud Miller, Ron Harmon, Jimmy York
And Wayne Bridewell
Nays: NONE

The Motion was declared to have passed.

Billy F. Roe
BILLY F. ROE
Commissioner, Precinct #1

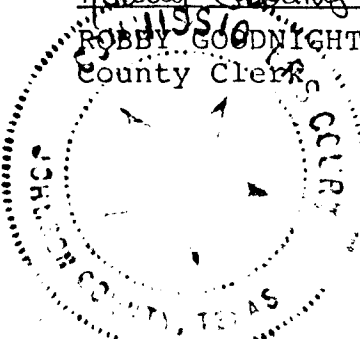
Ron Harmon
RON HARMON
Commissioner, Precinct #2

Jimmy W. York
JIMMIE W. YORK
Commissioner, Precinct #3

Bud Miller
BUD MILLER
Commissioner, Precinct #4

Wayne Bridewell
WAYNE BRIDEWELL
County Judge

ATTESTED BY:

Robby Goodnight
ROBBY GOODNIGHT
County Clerk


414

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

APRIL 20, 1987 - 9:00 A.M.

9:00 APPROVAL OF MINUTES

9:10 CONSIDERATIONS

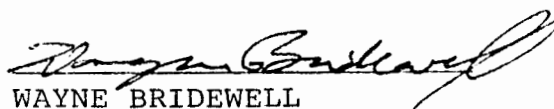
1. Request by County Auditor to attend Annual County Auditor's Conference
2. Indigent Care Contract with Burleson Nursing Home
3. Advertising for Bids
4. Courthouse Repairs
5. Appointment of Board Members to Johnson County Mental Health and Mental Retardation Center
6. Selection of Administrative Assistant
7. Judge's Professional Liability Insurance
8. Designation of regular meeting times for Commissioners Court
9. Personnel Policy
10. Line Item Budget Amendment
11. Request by Sheriff to attend a Seminar
12. County Jail
13. Hospital Building
14. Johnson County Historical Commission
15. Budget Hearings
16. Request by Juvenile Officer for Detention Supervisor to attend seminar

10:00 OPEN BIDS ON USED GRADAL FOR PRECINCT # 2,
THREE USED 79 OR NEWER TRUCK TRACTORS,
USED FURNITURE AND EQUIPMENT IN BASEMENT AND
REPAIR OF SHEETMETAL BUILDING IN PRECINCT # 3

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 4:00 P.M.
April 16, 1987

APRIL 20, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 20th day of April, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

16. REQUEST BY JUVENILE OFFICER FOR DETENTION SUPERVISOR TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve Sherry Scott, the Detention Supervisor, attending a 40-hour basic juvenile detention center personnel training course at New Braunfels. All voted aye; motion passed.

1. REQUEST BY COUNTY AUDITOR TO ATTEND ANNUAL COUNTY AUDITOR'S CONFERENCE

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the County Auditor attending the County Auditor's Conference at the LBJ School of Public Affairs in Austin on May 13-15, 1987. All voted aye; motion passed.

2. INDIGENT CARE CONTRACT WITH BURLESON NURSING HOME

No action taken.

5. APPOINTMENT OF BOARD MEMBERS TO JOHNSON COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER

No action taken.

7. JUDGE'S PROFESSIONAL LIABILITY INSURANCE

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the payment of the premium for professional liability insurance for the Judge of the 249th Judicial District in the amount of \$1,175.00. All voted aye; motion passed.

418

13. HOSPITAL BUILDING

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the County Auditor checking on the price of placing a "For Sale" sign on the old hospital building property and having the sign erected at the most reasonable price. All voted aye; motion passed.

10. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the line item amendments as presented by the County Auditor, a copy of which is attached to these minutes. All voted aye; motion passed.

15. BUDGET HEARINGS

No action taken.

OPEN BIDS

USED GRADAL FOR PRECINCT #2

Motion was made by Comm. York, seconded by Comm. Roe, to approve the purchase of a used gradal from Texas American Bank in Fort Worth at a cost of \$7,200.00. All voted aye; motion passed.

USED '79 OR NEWER TRUCK TRACTORS

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the low bid from Bruckner's Mack Trucks of Fort Worth, in the amount of \$14,650.00 for Prec. # 4. All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Harmon, to authorize the Commissioner in Precinct #4 to advertise for a used '79 or newer truck tractor. All voted aye; motion passed.

REPAIR OF SHEETMETAL BUILDING IN PRECINCT #3

No action taken.

USED FURNITURE AND EQUIPMENT IN BASEMENT

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the bids received of \$10.00 on the addressograph equipment by Delphus Runnels and \$10.00 on the dark green cabinet by Henry Brown. All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Miller, to authorize the Building Superintendent to dispose of those items which were not bid on, other than the desk. All voted aye; motion passed.

CONSIDERATIONS

3. ADVERTISING FOR BIDS


Motion was made by Comm. Harmon, seconded by Comm. York, authorizing the County Auditor to advertise for AC-5 asphalt, MC-30 prime oil , and for CRS-2 emulsified asphalt, MS-2 emulsified asphalt, HFRS-2 emulsified asphalt, and RS-250 emulsified asphalt. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 11:30 a.m. to discuss a personnel matter.

Commissioners reconvened into open court at 12:00 noon. No action was taken as a result of the Executive Session.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk



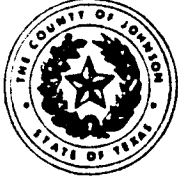
JOHNSON COUNTY HEALTH DEPARTMENT
QUALITY CONTROL DIVISION
BASEMENT COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031
(817) 641-4421
(817) 295-8911
METRO 477-3222

4/6

ARTHUR L. RAINES, M.D.
County Health Officer
QUALITY CONTROL DIVISION
H.B. Brown, Jr.
Chief Inspector
Kenneth Ketron
Asst. Chief Inspector
Delphus Runnels
Inspector
F.B. Miller, Jr.
Inspector
Melissa Jones
Secretary

I bid \$10.00 on addressograph
equipment.

Delphus Runnels



JOHNSON COUNTY HEALTH DEPARTMENT
QUALITY CONTROL DIVISION
BASEMENT COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031
(817) 641-4421
(817) 295-8911
METRO 477-3222

ARTHUR L. RAINES, M.D.
County Health Officer
QUALITY CONTROL DIVISION
H.B. Brown, Jr.
Chief Inspector
Kenneth Ketron
Asst. Chief Inspector
Delphus Runnels
Inspector
F.B. Miller, Jr.
Inspector
Melissa Jones
Secretary

I bid \$10.⁰⁰ on dark green metal
Cabinet.

NB Bailey

422

Proposal No. _____ Sheet No. _____ Date 4-17-77	
Proposal Submitted To	Work To Be Performed At
Name <u>Colman Leary Auditor</u> Street <u>County Courthouse</u> City <u>El-Paso, Texas</u> State _____ Telephone Number _____	Street <u>President 3 Building</u> City <u>El Paso</u> State _____ Date of Plans _____ Architect _____
<p>We hereby propose to furnish all the materials and perform all the labor necessary for the completion of</p> <p><u>Remove lean-tos</u> <u>Remove roof</u> <u>Build and hang 5 sliding doors</u> <u>Install new side walls</u> <u>Straighten and repair end walls and doors</u> <u>Install new roof and laths.</u></p> <p><u>Demolition and new installation @ \$2.10 per square foot. Material and labor @ \$19,900.00.</u> <u>Roofing material .026 gauge galvalume screwed to laths with #10 x 1 1/2" screws w/rubber grommets to insure no leakage. All 2x4 laths to be replaced and 2x6 joists where needed.</u> <u>Roofing will be sealed with ribbon caulk for no leakage.</u></p> <p>All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of <u>Nineteen thousand nine hundred - - - - -</u> Dollars (\$ 19,900.00). with payments to be made as follows:</p> <p>Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____</p> <p style="text-align: right;">Respectfully submitted <u><i>Frank R. Sapp</i></u> STEEL FAB Per <u>FRANK R. SAPP, OWNER</u> Note - This proposal may be withdrawn by us if not accepted within _____ days</p>	
ACCEPTANCE OF PROPOSAL	
<p>The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p style="text-align: right;">Signature _____ Date _____ Signature _____</p>	

Bill Jackson Wrecker Service

308 W. Kilpatrick
Cleburne, Texas 76031

Metro 295-8371
Phone 645-4212

RRC No. 30825
ICC No. 140021



*No Hill Too Steep - No Ditch Too Deep!
24 Hour Wrecker Service*

April 15, 1987

Johnson County Auditor
Room 102
Courthouse
Cleburne, Texas 76031

To whom it may concern:

I, Bill Jackson, submit a bid to Johnson County for a 1979 Mack R600 Conventional. The serial number is R686ST26953 and it has the following specifications:

- Tires, 11-24-5
- Engine, 300 Mack
- Horsepower, 285
- Transmission, 5 speed
- Twin Screw
- Wet kit
- Sliding fifth wheel plate
- Solid or floating fifth wheel
- Air ride seat

It will be guaranteed for thirty days unless out of oil or water.

Price: Eighteen thousand dollars (\$18,000.00)

Sincerely,

Bill Jackson

Bill Jackson

424



Unwinded
4-28-187

806 376-6273 • 8351 AMARILLO BLVD. EAST
P.O. BOX 31958 • AMARILLO, TEXAS 79120

806 762-0261 • 802 AMARILLO HIGHWAY
P.O. BOX 1339 • LUBBOCK, TEXAS 79408

SALES QUOTATION and ORDER — For Vehicles and Equipment as described below

To Johnson County Precinct No.4 - Bud Miller Date March 27, 1987

Street/Mailing _____

City, State Grandview, Texas 76050 Phone No.: 817-866-3359

Make Mack Model U 685 T Serial No. 18475 Year 1979

WHEELBASE 146	PLATFORM 113	FRAME REINFORCE -	ENGINE 237/HP ENDT-675	CLUTCH 14"	TRANSMISSION TRL-1076 ⁵ Spd
FRONT AXLE FAWC-12,000#	REAR AXLE RAD23C-23,000#	CARRIER(S)	RATIO 4.00:1	ENGINE BRAKE <input type="checkbox"/> MAXI MISER <input type="checkbox"/>	AIR COMPRESSOR 12 CFM
FR. WHEEL TYPE Std. Spoke	FR. RIM SIZE 8.25x22.5	FR. TIRE SIZE 11R22.5G	PLY 14	MAKE Goodyear	TREAD Super
REAR WH. TYPE Std. Spoke	RR. RIM SIZE 8.25x22.5	RR. TIRE SIZE 11R22.5G	PLY 14	MAKE Goodyear	TREAD G167
EXHAUST TYPE Single Vertical	FUEL TANK Std. Rect.	CAPACITY-LOC. LH RH - 75	BUMPER Std. Flush	TOWING Frame Eyes	CAB CA-491
ELEC. SYSTEM 12 V	HORN Electric	STARTER 12 V	RAD. SHUTTER -	MIRRORS Dual West Coast	HOOD Fiberglass
SHOCK ABS. Std.	HEAT & DEF. Std.	AIR COND. -	TRAILER CONN. SEMI <input checked="" type="checkbox"/> FULL <input type="checkbox"/>	BREAKAWAY S.V.	HAND CONT. V.
PAINT: New			CAB & SHEET METAL: Mack White		
			CHASSIS RUNNING GEAR: Mack Black		

ITEM	EXTRAS
1.	Fifth Wheel - Mounted 12" fwd. of rear axle
2.	Air system dryer
3.	Rear overload stabilizer springs
	63 MPH at 2100 RPM
	Engine Speed
	30-Day Warranty: 50-50 (Bruckner's-Customer) on any work needed on the drive train. All work to be performed at Bruckner's Mack Trucks in Ft. Worth, Tx. Drivetrain warranty is for the internal engine, transmission, and 3rd member parts only. Warranty does not apply to abuse.
Description of trade-in:	

Cash Price per Vehicle	\$ 14,650.00	Total Cash Sales Price	\$
Other Equipment (Bodies, Tanks, etc.)	\$	Less: Deposit for Order \$	
Total Price Before F.E.T.	\$	Down Payment	\$
F.E.T.	\$ N/A	Sale Amount to be Financed	\$
Total Cash Price per Vehicle	\$	Insurance (credit life, etc.)	\$
Total Cash Price for <u>1</u> Vehicles	\$ 14,650.00	Total Amount to be Financed	\$
Less: Allowance for Trade-ins	\$	Finance Charge:	\$
TOTAL CASH SALES PRICE	\$ 14,650.00	Total Payments: _____ mos. at \$	\$

Date 3/27/87 19 (Signed) [Signature]

TEXAS
AMERICAN
BANK
RIVERSIDE

April 6, 1987

To Whom It May Concern:

Jesse Sellers is selling to Johnson County, Precinct #2
the equipment described below:

Warner Sweeney Hydro-scope, diesel motors (Upper & lower)
365 degree swing, tire size- 920, 90% rubber, 5/8 yard 60
inch bucket. Serial # 61008.

This is to be purchase for \$7,200.00.

Jesse Sellers
JESSE SELLERS

2332 Bird
Ft Worth Texas 76111
817-8344037

4-20-00 JWP meeting

424

4-13-81

4-13-81

LINE ITEM AMENDMENTS

	1	2	3	4	5
	<u>JVP FUND</u>				
1	RECEIPTS:		TO:	FROM:	INCREASE/DECREASE
2					
3	GENERAL FUND LOAN		12000.00	-0-	12000.00
4					
5					
6	(GENERAL FUND)	<u>NON-DEPARTMENTAL</u>			
7	DISBURSEMENTS:				
8					
9	OPERATING RESERVE		-0-	12000.00	[12000.00]
10					
11	COURT APPT-ATTNY-OTHER		7000.00	-0-	7000.00
12					
13	ADVERTISING		2000.00	-0-	2000.00
14					
15	PURCHASE & RENOVATION		-0-	9000.00	[9000.00]
16					
17	PURCHASE-SOWELL BLDING			20000.00	[20000.00]
18					
19	BLDING MAINTANANCE (NEW ITEM)		20000.00	-0-	20000.00
20					
21	(GENERAL FUND)	<u>JUSTICE OF THE PEACE</u>			
22	DISBURSEMENTS:				
23					
24	RECORD BOOKS		700.00	-0-	700.00
25					
26	POSTAGE		-0-	700.00	[700.00]
27					
28					
29					
30		<u>HOSPITAL PROCEEDS-MEMORIAL HOSPITAL</u>			
31	DISBURSEMENTS:				
32					
33	MAINTENANCE		5000.00	-0-	5000.00
34					
35					
36		<u>HOSPITAL PROCEEDS-MISCELLANEOUS</u>			
37	DISBURSEMENTS:				
38					
39	INDIGENT HEALTH CARE		-0-	5000.00	[5000.00]
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
APRIL 27, 1987 - 9:00 A.M.

9:00 A.M. WORKSHOP ON THE DESIGN OF THE NEW COUNTY JAIL

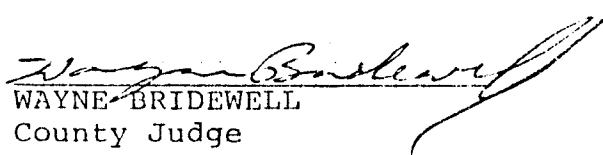
11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

11:30 SELECTION OF AN ADMINISTRATIVE ASSISTANT

12:00 TOUR OF MENTAL HEALTH AND MENTAL RETARDATION CENTER FACILITIES

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
April 24, 1987

428
APRIL 13, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 13th day of April, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve payment of bills as presented by the County Auditor. All voted aye; motion passed.

SUBDIVISIONS

1. ROLLING OAKS
2. RANCHO VILLA

No action taken.

3. FOX HOLLOW

No action taken.

4. WOODLANDS SOUTH

No action taken.

APPROVAL OF MINUTES

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the minutes of the meeting of March 30, 1987, and April 1, 1987, as presented. All voted aye; motion passed.

CONSIDERATIONS

12. REQUEST BY CITY OF VENUS TO ANNEX APPROXIMATELY 300' OF C.R. 620

Motion was made by Comm. York, seconded by Comm. Miller, to approve the City of Venus annexing beginning on FM 157, 900 ft. North of U.S. Hwy. 67 and going 1250 ft. East on County Road 620 to a point intersecting the abandoned IGBN Railroad. All voted aye; motion passed.

2. REQUEST BY CITY OF GRANDVIEW TO REPAIR STREETS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to allow the Commissioner of Precinct #4 to assist the City of Grandview in repairing streets, with the City paying the actual costs of labor and material. All voted aye; motion passed.

1. COUNTY TREASURER

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the County Treasurer canceling checks that have been outstanding more than 60 days from the date of issue. All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the Quarterly Report as presented by the County Treasurer. All voted aye; motion passed.

8. ELECTION COMMITTEE REPORT ON VOTE COUNTING MACHINES

Motion was made by Comm. Harmon, seconded by Comm. Miller, to authorize the advertising for bids on a vote-counting machine with programming capabilities and 56 election boxes. The specifications would include the requirement that payment for the machine be due not before October 1, 1987, that the vote-counting machine would have the approval of the Secretary of State's office, that the machine would have a warranty of at least five years, and that the machine would have previous experience in other actual elections. All voted aye; motion passed.

Commissioners recessed at 10:40 a.m.

Commissioners reconvened into open court at 11:00 a.m.

CONSIDERATIONS

9. RESOLUTION ON PRIVATELY OWNED PRISON

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Resolution, a copy of which is attached to these minutes, approving the concept of a privately owned minimum

430

security prison to be located in the southeast unincorporated portion of Johnson County. All voted aye; motion passed.

21. REQUEST BY ALVARADO I.S.D. TO PURCHASE MATERIALS FROM PREC. #3

Motion was made by Comm. Miller, seconded by Comm. Harmon, to authorize the Commissioner in Precinct #3 providing material to the Alvarado Independent School District, with the Alvarado I.S.D. paying for the actual cost of the material, subject to the Commissioner in Precinct #3 approving of their request for material. All voted aye; motion passed.

5. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon, to authorize advertising for automobile liability insurance, property damage insurance, and hospitalization insurance for the County. All voted aye; motion passed.

4. BIDS FOR PLUMBING AND ELECTRICAL REPAIRS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to accept the low bid of Johnson County Plumbing for plumbing repairs at a flat rate of \$30.00 per hour, for a period of six months, with them having \$100,000 and \$100,000 insurance coverage, and the low bid of Grandview Electric of \$20.00 per hour for an electrician and \$33.50 per hour for an electrician and helper, for a period of six months, with them having insurance of \$100,000 and \$100,000. Each of these bids is for a flat rate with no overtime rate being charged. All voted aye; motion passed.

3. INDIGENT CARE CONTRACT WITH BURLESON NURSING HOME

No action taken.

Commissioners recessed for lunch at 12:00 p.m.

Commissioners reconvened into open court at 1:40 p.m.

CONSIDERATIONS

14. PERSONNEL POLICY

No action taken.

EXECUTIVE SESSION

Commissioners went into Executive Session at 3:45 p.m. to discuss a litigation matter.

Commissioners reconvened into open court at 4:00 p.m.

Result of the Executive Session:

22. PENDING LITIGATION - DALE HANNA

Motion was made by Comm. Roe, seconded by Comm. Miller, to authorize hiring Frank Betancourt to represent Johnson County, Dan Boulware, and John MacLean in a lawsuit filed in Federal Court by Jay Brummet and to also authorize Dan Boulware and John MacLean to hire other attorneys to represent them if a conflict of interest arises in one attorney representing all three of them. All voted aye; motion passed.

23. IMPROPER DISPOSAL AND STORAGE OF SOLID WASTE - DALE HANNA

Motion was made by Comm. Harmon, seconded by Comm. Roe, to authorize the County Attorney to file a lawsuit for an injunction against Ray Berry for operating an illegal trash dump, in violation of the Texas Solid Waste Disposal Act. All voted aye; motion passed.

Commissioners recessed at 4:05 p.m.

Commissioners reconvened into open court at 4:20 p.m.

CONSIDERATIONS

13. DESIGNATION OF REGULAR MEETING TIMES FOR COMMISSIONERS' COURT

No action taken.

EXECUTIVE SESSION

Commissioners went into Executive Session at 4:45 p.m. to discuss a personnel matter.

Commissioners reconvened into open court at 5:35 p.m.

No action was taken as a result of the Executive Session.

The meeting was adjourned.

432

Wayne Bridewell
WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

SKILLED NURSING CARE CONTRACT
FOR INDIGENT HEALTH CARE SERVICES
BETWEEN
JOHNSON COUNTY
and
BURLESON NURSING HOME

- 1.00 Parties.
County shall refer to Johnson County, Texas.
- Nursing Home shall refer to Burleson Nursing Home,
Burleson, Texas.
- 2.00 Definitions.
- 2.01 Skilled nursing care shall refer to that service required of the county by the Act and which must be provided at the request of a physician by a skilled nursing care facility licensed by the State of Texas.
- 2.02 Eligible resident. An eligible resident is a resident of the county who has been declared eligible for indigent health care services according to the Act and the rules and regulations published by the Department and found in the County Indigent Health Care Handbook or established by the county and included in the CIHC program in accordance with the Act.
- 2.03 Mandated provider. A party to a contract with the county for the provision of all or part of the required health care services.
- 2.04 Act. The Indigent Health Care and Treatment Act.
- 2.05 Department. The Texas Department of Human Resources.
- 2.06 CIHC program. The system established by the county for accepting applications, certifying eligibility for services and reviewing eligibility for indigent status; it also includes the county's arrangements for receiving, reviewing and paying bills from mandated providers.
- 2.07 County Limit of Responsibility. The county's obligation to pay for health care services is limited in the following manner:
- 2.071 Total expenditures for all eligible residents not to exceed 10% of the county's General Revenue Tax Levy.
- 2.072 No more than \$30,000 in the county fiscal year for mandatory services for an eligible county resident delivered by all providers, including hospitals and skilled nursing facilities;
- a total of 30 cumulative days in the county fiscal year for hospital or skilled

433
435

436

434

nursing facility care, or both, or up to a maximum payment of \$30,000 for all mandatory services to the resident, whichever comes first.

3.00

Term of Contract.

3.01 This contract shall be effective on 16 February, 1987, and shall be terminated one year from that date.

3.02 This contract is automatically renewed at the date of termination unless one of the parties notifies the other party in writing prior to the termination date of its desire to renegotiate.

3.03 The contract may be terminated by either of the parties by written notice during the term of the contract. Such termination takes place thirty (30) days following the receipt of the termination notice by the other party.

3.04 Services to eligible residents of the county that have begun prior to the receipt of the notice of termination by the mandated provider shall continue until the service has been completed or services have been terminated by a physician. The bill for such services shall be the responsibility of the county to the extent required by the law and the terms of the contract.

3.05 Services provided by the mandated provider to an eligible resident of the county after the contract has been terminated shall not be the responsibility of the county.

4.00

Responsibilities of Parties.

4.01 The county shall be responsible for the reimbursement of the nursing home at a rate level no higher than the rate prescribed by the Department for skilled nursing care services in the County Indigent Health Care Program Handbook or other publication designated by the department.

4.02 County responsibility for reimbursement to the nursing home is limited to those services provided at the request of a physician to eligible residents of the county.

4.03 The nursing home shall comply with the record-keeping requirements requested by the county and the Department for the provision of services to eligible residents for emergency and non-emergency services.

4.04 The county shall reimburse the nursing home for services within forty-five (45) days after receipt of a bill, except that in those cases where the county exercises a utilization review procedure or questions the medical necessity of the bill, the county shall pay the bill within forty-five (45) days following approval of the bill.

4.05 Transportation.

The county shall be responsible only for those transportation charges that are customary and usual for

435

moving an eligible resident to the nursing home at the request of a physician.

4.06 The nursing home shall send bills to the county at an address provided by the county. The county may review the charges from the nursing home prior to payment and may require an audit of the nursing home's charges from time to time during the term of the contract.

4.07 The county shall provide the nursing home with information on county expenditures as the county approaches its limit of responsibility per indigent as required in the Department's rules and regulations.

4.08 The county shall be responsible for no more than three (3) prescriptions per month per patient, including refills.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written.

(county)

By Raymond B. Boudreau
Title County Judge

(nursing home)

By Mr. P. K. King
Title VP/Operations

437

438 436

COMMERCIAL INSURANCE PROPOSAL

HAS BEEN PREPARED FOR

Johnson County Commissioners Court
County Courthouse
Cleburne, Texas 76031

Approved
4-30-87
SW

+ Frie on Property
+ Auto Ins -
+ Boiler Ins

(Current and past partnerships, joint ventures and other entities need to be named as insured)

Based upon the information furnished, the following is an outline of insurance benefits being proposed for your operation. Premiums are indicated and are subject to amendment. The coverages are subject to policy conditions, exclusions and specifications.

This proposal does not bind any coverage.

Higher liability and property limits and additional coverages can possibly be quoted upon request.

BY **NITSCHKE INSURANCE AGENCY**
101 N.W. Renfro
Burleson, Texas 76028
(817) 295-1163

DATE: April 24, 1987

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
MAY 1, 1987 - 8:30 A.M.

- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 A.M. READING OF BILLS
APPROVAL OF MINUTES
- 9:15 SUBDIVISIONS
1. Homestead (Revision) Phase 5-7 Lot B Block Z -Prec.3
 2. Trailwood Estates (Revision) Phase 1 Lot 1 Block 1-
Prec. 3
 3. Fox Hollow - Prec. 4
 4. Greenfield Ridge - Phase 2 (Prel.) - Prec. 4
 5. Walnut Creek Park (Mobile Home Park) - Prec. 3
 6. Bramble Creek Estates - Prec. 3
 7. Hidden Lakes Estates -Corrected Plat - Prec. 3
 8. Quail Park - (Roads) - Prec. 4
- 10:00 CONSIDERATIONS
1. Department of Human Resources - Foster Parent Month
 2. Request by Court Coordinator to attend seminar
 3. Construction and Funding of New County Jail
 4. Selection of an Administrative Assistant
 5. County Auditor's Office
 6. Indigent Health Care Program
 7. Advertising For Bids
 8. Appointment of Board Member to Johnson County Mental
Health and Mental Retardation
 9. Designation of regular meeting times for
Commissioners Court
 10. Personnel Policy
 11. Request by Sheriff to attend a seminar
- 10:00 OPEN BIDS FOR AUTOMOBILE, PROPERTY, BOILER AND HOSPITALIZATION INSURANCE.
- 11:30 EXECUTIVE SESSION
1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with
litigation, land acquisition and personnel.
 2. Reconvene into session for potential action
resulting from the Executive Session pertaining
to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

POSTED: 9:00 A.M.
April 28, 1987


WAYNE BRIDEWELL
County Judge

437

440 438
MAY 1, 1987

STATE OF TEXAS

COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 1st day of May, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with Commissioners Billy Roe, Ron Harmon, and Bud Miller and County Judge Wayne Bridewell present, and they considered the following:

READING OF BILLS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve payment of bills as presented by the County Auditor. All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the minutes as written of the meetings of April 13, April 20, and April 27, 1987. All voted aye; motion passed.

SUBDIVISIONS

7. HIDDEN LAKES ESTATES

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve filing the corrected plat of lots 32-R and 33-R of the Hidden Lakes Estates subdivision. The filing fee and revision fee have been paid by the developer. All voted aye; motion passed.

8. QUAIL PARK

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the County accepting the maintenance of the roads in Phase 2 of Quail Park subdivision, having been maintained by the developer for more than two years. All voted aye; motion passed.

25

CONSIDERATIONS

9. DESIGNATION OF REGULAR MEETING TIMES FOR COMMISSIONERS' COURT

Motion was made by Comm. Roe, seconded by Comm. Harmon, to change the regular meeting times of Commissioners' Court meetings to the second and fourth Monday of each month, effective in June, 1987. All voted aye; motion passed.

6. INDIGENT HEALTH CARE PROGRAM

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the skilled nursing care contract for indigent health care services between Johnson County and the Burleson Nursing Home. All voted aye; motion passed.

SUBDIVISIONS

4. GREENFIELD RIDGE

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the preliminary plat of the Greenfield Ridge, Phase II subject to lots 39 and 40 being combined into one lot. All voted aye; motion passed.

CONSIDERATIONS

2. REQUEST BY COURT COORDINATOR TO ATTEND SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve Linda Canty, the Court Coordinator for the 18th and 249th District Courts, attending a seminar in Huntsville on June 15-19, 1987. All voted aye; motion passed.

1. DEPARTMENT OF HUMAN RESOURCES - FOSTER CARE MONTH

Judge Bridewell presented a proclamation to Barbara Wells, Foster Care Development Director, and to Janice Allen, Director of the Department of Human Resources, in appreciation of the foster parents in Johnson County and in honor of Foster Parent Month.

439
441

440

OPEN BIDS

AUTOMOBILE, PROPERTY, BOILER INSURANCE

Motion was made by Comm. Roe, seconded by Comm. Miller, to accept the bid from the Nitsche Insurance Agency for automobile, property, and boiler insurance for the County. (A copy of the bid is attached to these minutes.) All voted aye; motion passed.

HOSPITALIZATION INSURANCE

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the bid from the Great West Company for hospitalization insurance for county employees at a premium of \$16,834.34 per year. All voted aye; motion passed.

CONSIDERATIONS

7. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to advertise for #4 crushed aggregate, to be bid by the ton, F.O.B. All voted aye; motion passed.

Commissioners recessed at 10:50 a.m.

Commissioners reconvened into open court at 11:00 a.m.

CONSIDERATIONS

3. CONSTRUCTION AND FUNDING OF NEW COUNTY JAIL

A discussion was held with Boyd London of First Southwest Company, the financial advisor for the County, regarding funding of the new county jail.

A discussion was held with Parkey and Partners, the architects for the new county jail, regarding construction of the jail.

A motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the bid from Childress and Recer Engineering and Surveying in the amount of \$785.00 to do the surveying work, and the bid from Baker and Shiflett, Soil and Foundation Engineers, to do the soil work, in an amount not to exceed \$3,000.00. All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Harmon to authorize Parkey and Partners Architects to proceed with the drawing of the construction documents for the new Johnson County Law Enforcement Center. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 1:05 p.m. to discuss a litigation matter.

Commissioners reconvened into open court at 1:55 p.m.

No action was taken as a result of the Executive Session.

Commissioner Harmon left the meeting at 1:55 p.m. due to a prior commitment.

SUBDIVISIONS

1. HOMESTEADS

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the revision of Phase 5, Phase 7, and Block Z of Phase 9A of the Homesteads subdivision, subject to the \$100.00 revision fee being paid for each plat. All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 2:27 p.m. to discuss a personnel matter.

Commissioners reconvened into open court at 3:00 p.m.

No action was taken as a result of the Executive Session.

MEETING RECESSED

Due to the absence of two Commissioners, the meeting was recessed until 1:30 p.m. on Monday, May 4, 1987.

MEETING RECONVENED

Commissioners reconvened their meeting at 1:30 p.m. on Monday, May 4, 1987, with all members present and considered the following:

441
~~433~~

434 442

CONSIDERATIONS

4. SELECTION OF AN ADMINISTRATIVE ASSISTANT and
5. COUNTY AUDITOR'S OFFICE

An Executive Session was held concerning personnel in these two matters.

EXECUTIVE SESSION

Commissioners went into Executive Session at 1:40 p.m. to discuss personnel matters (items 4 & 5).

Commissioners reconvened into open court at 4:30 p.m.

Results of the Executive Session:

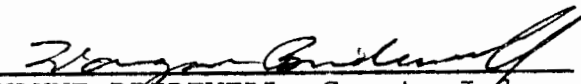
Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the establishment of a formal purchasing system for Johnson County, to be placed in the County Auditor's Office, and to authorize a \$150.00 monthly increase in pay for the Chief Accountant and the hiring of an additional clerical person for the County Auditor's office.

Voting Aye: Roe, Harmon, Miller, and Bridewell

Voting No: York

The motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

COVERAGE	PREMIUM BASIS*	PREMIUM
IV. GENERAL LIABILITY – AUTOMOBILE		
Liability <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Owners/Contractors Protective <input type="checkbox"/> Premises/Operations <input type="checkbox"/> Personal Injury A, B, & C <input type="checkbox"/> Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Broad Form Comprehensive <input type="checkbox"/> Schedule <input type="checkbox"/> General Liability Endorsement		
Single Limit \$..... B.I. & P.D. Per Occurrence \$..... Aggregate Dual Limit \$..... B.I. Per Occurrence \$..... Aggregate \$..... P.D. Per Occurrence \$..... Aggregate Medical Payments \$..... Each Person \$..... Ea. Accident Additional Liability Coverages Included		
Automobile (Premiums based on 5/15/86 modifier of .68) <input type="checkbox"/> Garage Liability - Haz 1 <input type="checkbox"/> Haz 2 <input type="checkbox"/> <input checked="" type="checkbox"/> All Owned or Leased Autos <input type="checkbox"/> Uninsured Motorist <input checked="" type="checkbox"/> Hired Car <input checked="" type="checkbox"/> Non-owned Auto Number of Units... 175 Single Limit \$..... B.I. & P.D. Each Occurrence per attached Dual Limit \$ 100,000 B.I. Each Person \$ 300,000 Each Occurrence \$ 100,000 P.D. Each Occurrence Medical Payments \$..... Each Person Uninsured Motorist \$..... Each Person \$..... Ea. Accident Physical Damage: <input type="checkbox"/> Comprehensive <input type="checkbox"/> Fire/Theft/CAC <input type="checkbox"/> Dealers Physical Damage <input type="checkbox"/> Collision - PP <input type="checkbox"/> Commercial Other Auto Coverages (specify) *F, T, CAC and Collision on 4 vehicles; F, T, CAC on all vehicles excluding equipment. **Premium Discount to be given at audit. Breakdown of premium by 250 precinct is available		
V. WORKERS' COMPENSATION Including Employers' Liability Limit \$..... Experience Modification..... Audit Basis: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Endorsements TYPE POLICY IF PARTICIPATING INDICATE PLAN. IF RETRO INDICATE PLAN. <input type="checkbox"/> Standard <input type="checkbox"/> Variable (1 Year) <input type="checkbox"/> Participating <input type="checkbox"/> Variable (3 Year) <input type="checkbox"/> Retro <input type="checkbox"/> Level		
VI. BOILER & MACHINERY effective 6/15/86 to 6/15/89 <input type="checkbox"/> Limited Form <input checked="" type="checkbox"/> Broad Form <input type="checkbox"/> Business Interruption 6/15/87 <input type="checkbox"/> Repair & Replacement <input type="checkbox"/> Other (Describe) installment \$500,000. per accident-\$250. deductible-located at courthouse		
VII. COMMERCIAL CHECKMATE EXCESS LIABILITY only Limit \$..... Each Occurrence \$..... Aggregate Subject to: Acceptable primary limits as per application Self-insured retention of \$..... Special Provisions		
VIII. LIFE — GROUP HOSPITALIZATION — RETIREMENT PLANS "LETS COMPARE OUR NEW PRODUCTS"		
APPLICANT'S SIGNATURE _____ DATE _____		
TOTAL PREMIUM <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 3 year		\$ 55,473.00

* (a) Area (Sq. Ft.)
(b) Frontage

(c) Remuneration
(d) Sales or Receipts

(e) Number insured
(f) Contract Cost

(g) Other

444

COVERAGE	LIMITS	PREMIUM
I. PROPERTY		
Buildings Coinsurance 80 % <input checked="" type="checkbox"/> Fire, Lightning and Extended Coverage <input checked="" type="checkbox"/> Vandalism and Malicious Mischief <input type="checkbox"/> Sprinkler Leakage (% Coinsurance) <input type="checkbox"/> Other Deductibles Applicable: \$1000. <input checked="" type="checkbox"/> Windstorm and Hail \$1000 <input checked="" type="checkbox"/> Other Perils <input type="checkbox"/> All Perils Designated Locations per attached schedule of locations	per attached	\$ 6,245.00
Personal Property Coinsurance 80 % <input checked="" type="checkbox"/> Fire, Lightning and Extended Coverage <input checked="" type="checkbox"/> Vandalism and Malicious Mischief <input type="checkbox"/> Sprinkler Leakage <input checked="" type="checkbox"/> Other Replacement Cost Deductibles Applicable: \$1000. <input checked="" type="checkbox"/> Windstorm and Hail \$1000 <input checked="" type="checkbox"/> Other Perils <input type="checkbox"/> All Perils Improvement and Betterments \$ Designated Locations per attached schedule of locations	per attached	Incl.
Miscellaneous Coverages <input type="checkbox"/> Other..... <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Valuable Papers <input type="checkbox"/> Glass <input type="checkbox"/> Garage Keepers Legal Liability		
Gross Earnings (Contribution or Coinsurance%) Loss of Earnings Each 30 days \$ Aggregate Loss of Rents (Monthly Limitation) Each 30 days \$ Aggregate Extra Expense (.....)		
II. INLAND MARINE		
<input type="checkbox"/> Named Perils - (Fire, Lightning, Extended Coverage, V&MM & Transportation Perils, (Theft Coverage Optional)) <input type="checkbox"/> All Risks <input type="checkbox"/> Motor Truck Cargo Floater (Carriers Liability or Owners Goods on Owners Vehicles). <input type="checkbox"/> Transportation Floater (Owners Goods on Common Carriers). <input type="checkbox"/> Contractors Equipment <input type="checkbox"/> Tool Floaters <input type="checkbox"/> Parcel Post <input type="checkbox"/> Installation Floater <input type="checkbox"/> Bailees Customers <input type="checkbox"/> Neon Sign <input type="checkbox"/> Installment Sales <input type="checkbox"/> Leased Equipment <input type="checkbox"/> Exhibition Floater <input type="checkbox"/> Miscellaneous Property Floaters <input type="checkbox"/> Other Inland Marine Coverages (Specify)		
Limits of Liability \$..... - any one vehicle \$..... - while in transit/any one shipment \$..... - while at locations \$..... - any one Sign/Package/or item \$..... - any one Catastrophe <input type="checkbox"/> Limits - Various as per Form.		
III. CRIME		
<input type="checkbox"/> (1) Mercantile Open Stock Burglary <input type="checkbox"/> (including Theft) <input type="checkbox"/> Church Theft <input type="checkbox"/> (2) Storekeepers Burglary and Robbery Employee Dishonesty <input type="checkbox"/> Commercial Blanket <input type="checkbox"/> Blanket Position <input type="checkbox"/> Blanket Crime <input type="checkbox"/> Public Employees Blanket <input type="checkbox"/> Individual/Schedule <input type="checkbox"/> Specific Excess Money and Securities - Inside Premises \$..... Outside Premises \$ Depositors Forgery <input type="checkbox"/> Including Employees <input type="checkbox"/> Excluding Employees <input type="checkbox"/> Personal Accounts Counterfeit Paper Currency and Money Orders Other Insuring Agreements		

Great-West Life



April 1, 1987

7557 Rambler Rd. - Suite 1100
Lock Box 8
Dallas, Texas 75231
Telephone (214) 361-2268

Mr. Kenneth Nitsche
Nitsche Insurance Agency
101 N.E. Renfro
Burleson, TX 76028

RE: Johnson County #57093

Dear Kenneth:

May 1, 1987, marks the renewal date for the above captioned account. Please refer to Exhibit I of the renewal action to see the rates needed to renew this case effective May 1.

As you can tell on Exhibit I, the approximate renewal increase is 33 percent. Many factors led to this increase and are detailed below:

- 1) An increase of 5 percent due to the change of this industry code in Great-West Life's rating structure.
- 2) An increase of 5 percent across the board which took effect on all of Great-West Life cases effective September 1, 1986.
- 3) A 10 percent increase which took effect on all Great-West Life cases effective March 1, 1987.
- 4) An increase of 10 percent due to the claim experience on this account.

Please note that this renewal was capped at a 33 percent renewal increase, the actual increase due to manual and claims experience was actually 49 percent. Also on Exhibit I you will see a fourth column, this represents the net rates should Great-West Life's new Section 125 program be put into force. The Section 125 program allows for premium to be paid on a pre-tax basis, therefore saving both the employee and employer dollars. The explanation of how the reduced rates were arrived at is explained on the page following Exhibit I. Please note by utilizing the Section 125 program the net increase would be reduced to approximately 23 percent.

All of these items will be referred to in our meeting.

Sincerely,

Kevin C. Phelon
Account Supervisor

KCP:mjs

Enclosure

THE GREAT-WEST LIFE ASSURANCE COMPANY
US HEADQUARTERS: ENGLEWOOD, COLORADO

446

66

EXHIBIT I

County of Johnson

Rates Effective: May 1, 1987

	<u>Amounts or Units of Coverage (4)</u>	<u>Current Rates</u>	<u>1st Quarter Rates</u>	<u>*1st Quarter W/125</u>
Life	\$3,515,700	\$.39	\$.42	\$.42
AD&D	\$3,515,700	\$.04	\$.06	\$.06
Dependent Life	92	\$ 1.61	\$ 1.71	\$ 1.71
Employee Medical	76	\$ 75.15	\$ 90.42	\$ 89.47
Dependent Medical	26	\$104.89	\$168.00	\$127.00
Employee Dental	218	\$ 5.70	\$ 7.71	\$ 7.71
Dependent Dental	92	\$ 9.38	\$ 13.06	\$ 13.06
Employee Visioncare	218	\$ 1.37	\$ 2.37	\$ 2.37
Dependent Visioncare	92	\$ 2.18	\$ 3.85	\$ 3.85
TOTAL Monthly Cost		\$12,704.71	\$16,834.34	\$15,692.72
% Change			33%	23%

- 1) The Renewal Rates outlined above are effective at May 1, 1987.
- 2) Thereafter, the rates will increase at an expected level of 0% per quarter until your next anniversary review at May 1, 1988.
- 3) The above rate action is contingent upon all benefits being renewed.
- *4) The Fourth Column represents rates including Great-West Life's new Section 125 program.

67

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
MAY 7, 1987 - 9:00 A.M.

9:00 A.M. CONSTRUCTION AND FUNDING OF THE NEW
JOHNSON COUNTY JAIL

10:15 A.M. COMPUTER SYSTEM

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
May 4, 1987

448

MAY 7, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 7th day of May, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a called session with Commissioners Billy Roe, Ron Harmon, and Jimmie York and County Judge Wayne Bridewell present, and they considered the following:

CONSTRUCTION AND FUNDING OF THE NEW JOHNSON COUNTY JAIL

A discussion was held with Danny Butler, Construction Manager, regarding the construction and funding of the new county jail. No action was taken.

COMPUTER SYSTEM

A discussion was held with Rod Williams, Adult Probation Director, and Harry Joel, the owner of a local computer company, concerning the future acquisition of a central computer system for the County. No action was taken.

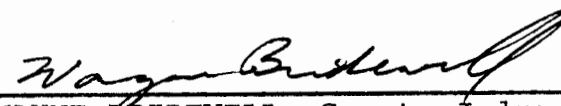
Commissioners recessed for lunch at 12:00 p.m.

Commissioners reconvened into open session at 1:45 p.m.


CONSTRUCTION AND FUNDING OF THE NEW JOHNSON COUNTY JAIL

The discussion with Danny Butler regarding the construction and funding of the new county jail continued. No action was taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

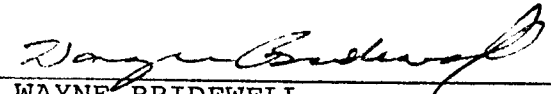
Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
MAY 11, 1987 - 8:30 A.M.

- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:15 A.M. READING OF BILLS
APPROVAL OF MINUTES
- 9:15 SUBDIVISIONS
1. Bramble Creek Estates - Precinct # 3
 2. Walnut Creek Park - Precinct # 3
 3. Esperanza Estates - Precinct # 4
- 10:00 OPEN BIDS ON ASPHALT AND EMULSIFIED ASPHALT, VOTE COUNTING SYSTEM AND BALLOT BOXES, USED DIESEL TRUCK-TRACTOR.
- 10:00 BID ON REPAIR OF SHEET METAL BUILDING IN PREC. # 3
CONSIDERATIONS
1. Construction and Funding of New County Jail
 2. Personnel Policy
 3. Buchanan Cemetery
 4. Request by County Auditor for Assistant to attend Purchasing Seminar
 5. Resolution Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation
 6. Alvarado Courthouse Annex
 7. Optional County Sales Tax
 8. Contract with Delinquent Tax Attorney
 9. County Tax Assessor's Office
 10. Line Item Budget Amendment
 11. Request by County Clerk to attend Election School
 12. Request by Alvarado I.S.D. to approve Tax Sale of Property
 13. Designated Meeting Times
 14. Appointment of Board Member to Johnson County Mental Health and Mental Retardation
 15. Johnson County Rural Fire Departments
 16. Advertise for bids
- 11:30 EXECUTIVE SESSION
1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
 2. Reconvene into session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

POSTED: 9:15 A.M.
May 8, 1987


WAYNE BRIDEWELL
County Judge

449

450

MAY 11, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 11th day of May, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Miller, seconded by Comm. Harmon, to pay the bills as presented by the County Auditor. All voted aye; motion passed.

SUBDIVISIONS

1. Bramble Creek Estates

Motion was made by Comm. York, seconded by Comm. Roe, to accept the preliminary plat of Bramble Creek Estates subdivision, Lots 1-7 in Block 1 and Lot 7, which is for a water well. All voted aye; motion passed.

3. Esperanza Estates

No Action Taken.

2. Walnut Creek Park

No action taken; to be re-scheduled at a later meeting.

Commissioners recessed at 10:15 a.m.

Commissioners reconvened into open court at 10:30 a.m.

OPEN BIDS

Used Diesel Truck-Tractor

Motion was made by Comm. Roe, seconded by Comm. York, to approve the purchase of a 1979 Mack truck from the First State Bank of Rio Vista for \$12,500.00, for Precinct #4. All voted aye; motion passed. (Bids are attached to these minutes.)

Vote Counting System

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the low bid from the AIS Company for a vote counting machine at a cost of \$52,229.00, said machine having a self-programming capability, to be purchased on a seven year lease-purchase plan with semi-annual payments. All voted aye; motion passed.

Repair of Sheet Metal Building in Precinct #3

No action taken.

CONSIDERATIONS

1. Construction and Funding of New County Jail

A discussion was held with Tom Ellerbee of Parkey & Partners, Architects, concerning the site of construction of the new jail.

Commissioners recessed for lunch at 12:40 p.m.

Commissioners reconvened into open session at 1:50 p.m.

CONSIDERATIONS

1. Construction and Funding of New County Jail

5. Resolution Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation

After a discussion with Boyd London of First Southwest Co., financial advisor for the new jail, a motion was made by Comm. Roe, seconded by Comm. Miller, to authorize the publication of notice of intention to issue certificates of obligation for the construction of a Johnson County Law Enforcement Center, including Sheriff's office, a courtroom, 288 bed jail, and the remodeling of the juvenile detention center, at a cost of \$7,274,000.00, with a sale date of July 6, 1987. All Commissioners and the County Judge voted aye; motion passed.

OPEN BIDSAsphalt and Emulsified Asphalt

Motion was made by Comm. Roe, seconded by Comm. Harmon, to accept the low bid from Koch Materials Company of Saginaw for emulsified asphalt, and the low bid from Southern Asphalt and Petroleum Company of Fort Worth for the asphalt. All voted aye; motion passed. (Bids are attached to these minutes.)

Bid On Repair of Sheet Metal Building in Precinct # 3

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve bid of \$19,900.00 by Steel Fab of Cleburne, Texas for repair of Sheet Metal Building for Precinct # 3. All voted aye; motion passed.

8. Contract with Delinquent Tax Attorney

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve contract with Prappas and Darlow for the collection of delinquent county taxes. A copy of the contract and Resolution are attached. All voted aye; motion passed.

9. County Tax Assessor's Office

Motion was made by Comm. Harmon, seconded by Comm. Roe to consider a request by the Tax Collector's office for a Whisperwriter Machine in next year's budget requests. All voted aye; motion passed.

Motion was made by Comm. Miller to authorize Tax Collector's Office to lease a Whisperwriter Machine for Alvarado Courthouse Annex for \$71.00 a month. Motion died for lack of a second.

12. Request by Alvarado I.S.D. to Approve Tax Sale of Property

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the Alvarado I.S.D. tax sale of five (5) pieces of property in which proceeds were not enough to pay for expenses and taxes owed. All voted aye; motion passed.

6. Alvarado Courthouse Annex

No action taken.

15. Johnson County Rural Fire Departments

Motion was made by Comm. Roe, seconded by Comm. Miller to approve Johnson County Rural Fire Departments having a meeting at the Courthouse on Saturday, May 16, 1987.

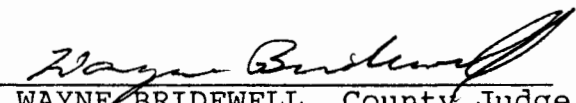
4. Request by County Auditor for Assistant to Attend Purchasing Seminar

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve Assistant in County Auditor's Office attending a Purchasing Seminar in May of the North Central Texas Council of Governments. All voted aye; motion passed.

11. Request by County Clerk to Attend Election School

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the County Clerk attending an Election School in Austin on August 18 and 19, 1987. All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

454

FIRST STATE BANK

P.O. BOX 100 HWY 174 SOUTH
RIO VISTA, TEXAS 76093
(817) 373-2944

MIKE LEHRMANN
Executive Vice President

*awarded
5-14-87*

April 21, 1987

Donnie M. Williams
County Auditor
Johnson County Courthouse Room 102
Cleburne, Texas 76031

Dear Mr. Williams:

Please be advised that the First State Bank of
Rio Vista, Texas hereby agrees to sell one 1979
Mack Truck, Serial #R3388, to Johnson County for
a purchase price of \$12,500.

If you need any additional information, please do
not hesitate to call.

Sincerely,

Mike Lehrmann
Mike Lehrmann



DRIVE-IN

WALK-IN

MAIL-IN

FLY-IN

TELEPHONE 829-1691

75
WE BUY USED, BURNED
& WRECKED TRUCKS

LEONARD'S TRUCK PARTS

— USED TRUCK PARTS OF ALL KINDS —
Interstate 35 North -:- P. O. Box 521
Waco, Texas 76703

S-S-87

JOHNSON COUNTY
CLEBURNE, TEXAS

DEAR SIR:

ENCLOSED, FIND BIDS ON (2) DIESEL TRACTORS THAT WE
HAVE FOR SALE:

1980 FREIGHTLINER - CONV. TWIN - SCREW
6-V-92 DETROIT MOTOR 310 H.P.
RT. 9509-A FULLER 9-SP. TRANS
SOLID ROCKWALL 38,000 LB. REARS
BUDD WHEELS
POWER STEERING
AIR STARTER \$12,000⁰⁰/₁₀₀
FREIGHTLINER 4-SPRING SUPP.

1977 MACK R-600 CONV.
300 MOTOR - (MACK)
S-SPEED TRANS.
38,000 - MACK REARS - 3.87 RATIO
ADD-ON SLEEPER
MACK SUPP.
\$15,000⁰⁰/₁₀₀

AS IS - NO WARRANTY - BOTH TRACTORS - COND. CLEAN - GOOD
RUNNING COND.

THANK YOU
Howard Simpson

4/55



Business Records Corporation
Election Services Division

7800 STEMMONS FREEWAY

SUITE 380

DALLAS, TEXAS 75247

(214) 638-1200

May 6, 1987

Johnson County Commissioners Court
Johnson County Courthouse
Cleburne, Texas 76031

Gentlemen:

Business Records Corporation is pleased to respond to your invitation to bid on a new election system.

The OPTECH III-C is a centralized Mark Sense Voting System with a 200 ballot per minute auto-feed system. The OPTECH meets or exceeds all specifications outlined in your invitation to bid with the exceptions of items 6 and 7. In addition it provides the following unique features:

1. THE BALLOT - the OPTECH ballot may be one, two, or three columns wide (printed front and back). This allows for over 500 voting positions, nearly double any other Mark Sense System. It also means that the type size can be much larger, facilitating easy reading for the older voter.

2. IBM PC Based - The IBM based OPTECH allows the county to be completely self sufficient for programming elections. This feature alone can save thousands of dollars per year and it will not be necessary to depend on an out of state company to program every election. At non-election times the IBM PC can perform many election and non-election related task so it is used all year, not just at election time.

3. No Pre-Sorting Ballots - Since the OPTECH reads ballots in any orientation (upside down, backwards, etc.) it is not necessary to pre-sort and arrange all the ballots. This saves valuable time election nite.

4. Auto-Sort - The OPTECH automatically sorts write-ins, unread and mutilated ballots so that the counting process does not stop when the reader sees one of these ballots. Once again saving valuable time.

BID

1	OPTECH III-C.....	\$48,250.00
	Central Count Ballot Tabulation System	
56	Ballot Boxes @ \$55.50 each.....	3,108.00
	Non-stuffable (14X14X18) aluminum	
Total		\$51,358.00

ALTERNATE BID

1	OPTECH III-C.....	\$48,250.00
	Central Count Ballot Tabulation System	
	*Election Management Software.....	7,500.00
56	Ballot Boxes @ \$55.50 each.....	3,108.00
	Non-Stuffable (14X14X18) Aluminum	
Total		\$58,858.00

ALTERNATE # 2
(Ballot Boxes only)

56	Ballot Boxes @ \$68.85 each.....	\$ 3,855.60
	Collapsible (15X17X15)	

LEASE PURCHASE

3 Year		
	36 monthly payments of.....	\$ 1,630.62
	alternate.....	1,868.74
5 Year		
	60 monthly payments of.....	\$ 1,063.62
	alternate.....	1,218.95

* The election management software allows the county to completely program their own elections.

It also performs the following functions:

1. Tracks poll workers
2. Tracks polling places
3. Tracks absentee voters

458



AMERICAN INFORMATION SYSTEMS, INC.

May 5, 1987

County Auditors Office
Johnson County Courthouse
Room 102
Cleburne, Texas 76031

Dear Sir:

We wish to thank you for allowing AIS to become involved in your efforts to acquire a new Voting System for Johnson County. Enclosed please find our response to your "Call for Bid."

The problems associated with hand counting paper ballots have forced many voting jurisdictions to search for alternative voting methods. Many voting systems that have been introduced have attempted to solve the problems associated with the traditional method of manual tabulation by replacing the paper ballot with a mechanical or electronic machine at the precinct level. We submit that the Centralized Method of Optically Scanning Paper Ballots on equipment designed to perform this function has proven itself to be the most efficient and cost effective approach to expediting the electoral process.

AIS will provide additional information upon request.

Respectfully yours,

Mike D. Devereaux
Marketing, AIS

Enclosures
MDD/jmh

8512 Maple Street • Omaha, Nebraska 68134 • (402) 397-5544



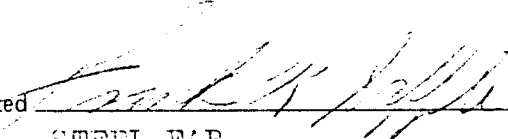
INITIAL INSTALLATION COST
JOHNSON COUNTY, TEXAS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	AIS-315 OMR Ballot Reader	\$48,500.00	\$48,500.00
1	AIS-315 Scanner Table	425.00	no charge
56	Ballot Boxes	52.00	3,080.00
1	AIS-315 Start-up Kit	495.00	495.00
23	Doz. Precinct Pencils	5.50	<u>154.00</u>
	TOTAL		\$52,229.00

*
awarded
5-11-87
LW

460

Proposal

STEEL FAB 125 B Century Drive Cleburne, Texas 76031		PHONE: 1-817 641 9461 Shop 1-817 645 7914 Home	Proposal No. 976 Sheet No. Date 4-17-87
Proposal Submitted To		Work To Be Performed At	
Name <u>Johnson County Auditor</u> Street <u>County Courthouse</u> City <u>Cleburne, Texas</u> State _____ Telephone Number _____		Street <u>Precinct 3 Building</u> City <u>Alvarado</u> State _____ Date of Plans _____ Architect _____	
We hereby propose to furnish all the materials and perform all the labor necessary for the completion of <u>Remove lean-to</u> <u>Remove lean-tos</u> <u>Remove roof</u> <u>Build and hang 5 sliding doors</u> <u>Install new side walls</u> <u>Straighten and repair end walls and doors</u> <u>Install new roof and laths.</u> <u>Demolition and new installation @ \$2.10 per square foot. Material and labor @ \$19,900.00.</u> <u>Roofing material .026 guage galvalume screwed to laths with #10 x 1 1/2' screws w/rubber grommetts to insure no leakage. All 2x4 laths to be replaced and 2x6 joists where needed.</u> <u>Roofing will be sealed with ribbon caulk for no leakage.</u> All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of <u>Nineteen thousand nine hundred - - - - -</u> Dollars (\$ 19,900.00). with payments to be made as follows: Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____			
Respectfully submitted <u></u> STEEL FAB Per <u>FRANK K. SAFFLE, OWNER</u> Note - This proposal may be withdrawn by us if not accepted within _____ days			
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature _____ Signature _____			

EMULSIFIED ASPHALTS

- 1) CRS - 2
- 2) MS - 2
- 3) HFRS - 2
- 4) RS - 250 *Should be RS-2*

These delivered at a temperature of not less than 250° degrees to job site. Twenty-four (24) hour delivery service required. Bids will be by the gallon delivered to job site in Johnson County.

Bids will be for a six month supply.

Bids will specify amount of unloading time allowed without penalty and rate of demurrage per hour longer than that.

*Delivered Price to any point in Johnson Co.
is \$0.44 per gallon on any of the above listed
emulsions. First 1 1/2 hours free unloading, then
cost is \$30.00 per hour.*

*James E. Kelly
Sales Representative
Koch Materials Co.
4-27-87
817-232-4441*

462

EMULSIFIED ASPHALTS

- 1) CRS - 2
- 2) MS - 2
- 3) HFRS - 2
- 4) RS - 250 *No Bid.*

These delivered at a temperature of not less than 250° degrees to job site. Twenty-four (24) hour delivery service required. Bids will be by the gallon delivered to job site in Johnson County.

Bids will be for a six month supply.

Bids will specify amount of unloading time allowed without penalty and rate of demurrage per hour longer than that.

Delivered Price - \$0.5195 Gal - for CRS-2, MS-2 or HFRS-2
Specify Location of Plants - 1. 3101 W. Pleasant Ridge Rd, Arlington Tx. (817-467-4398) - 2. 1801 Lancaster - Hutchins Rd, Lancaster, TX (214-227-)
Specify Demurrage Charge - 1 1/2 hr. Free - \$15.00 per thirty (30) minutes or fraction or part thereof.

The above bid is for truck Transport Loads Delivered to Jobsite.
The temperature for Emulsion Asphalt shall not be less than 130° or more than 200°.

Jimmy Williams 5/8/87

*Jimmy Williams
Marketing Representative
Rite Petroleum Company
P.O. Box 945
Lancaster, Tx. 75146
(214) 299-5577*

83

Southern Asphalt and Petroleum Co.

3632 LAWNWOOD • P. O. BOX 7637 • PHONE EDISON 2-4149

Fort Worth, Texas 76111

May 1, 1987

Donnie M. Williams, County Auditor
Johnson County Courthouse, Room 102
Cleburne, Texas 76031

This is to acknowledge receipt of your Invitation to Bid on the Asphalt requirements for Johnson County.

The following prices are " TODAY'S POSTED PRICES " and are subject to change. Prices on materials will be the " TODAY'S POSTED PRICE " on date of delivery. Any Increase or Decrease in Prices from our Supplier will be passed on to Johnson County as " TODAY'S POSTED PRICES." Freight has been averaged out so there is one price for all Precincts.

MC-30 Asphalt \$0.5740 Per Gal
AC-5 Asphalt \$0.4905 Per Gal

Minimum Load: 40,000 Pounds being delivered in Asphalt Tank Trucks to the Job-Site in Johnson County.

1 1/2 hours of unloading time is allowed without penalty then Demurrage charge is \$ 32.00 per hour.

Terms: Net 30

Thank you for your consideration, and for the business that you have given us in the past, we remain.

Very truly yours,

Denny Willis
SOUTHERN ASPHALT & PETROLEUM COMPANY
Denny Willis, General Manager

464

CONTRACT FOR THE COLLECTION
OF DELINQUENT TAXES

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

THIS CONTRACT is made and entered into by and between JOHNSON COUNTY, acting herein by and through its governing body, hereinafter called First Party, and PRAPPAS & DARLOW, P.C., hereinafter styled Second Party.

I

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent state taxes, penalties and interest within JOHNSON COUNTY owing to the State of Texas, JOHNSON COUNTY and those tax entities for which the County collects, except for those entities who specifically contract with other delinquent tax attorneys, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes.

II

Second Party is to call to the attention of the collector or other officials any error, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

III

First Party agrees to furnish delinquent tax statements to Second Party on all property within taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalties and interest computed on statements before such statements are mailed to property owners.

85

IV

Second Party agrees to file suit on and reduce to judgment and sale any property located within the County against which a tax lien would prevail provided First Party will furnish the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code §33.48 (Vernon 1979).

V

Second Party agrees to make progress reports to First Party on request, and to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI

First Party agrees to pay to Second Party as compensation for services required hereunder ten (10%) percent of the amount collected of all delinquent taxes, penalties, interest and attorneys fees of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalties, interest and attorneys fees is made to the collector. The collector shall pay over said funds monthly by check.

VII

This contract is drawn to cover a period beginning July 1, 1987 and ending July 1, 1988; provided however that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided further that Second Party shall handle to conclusion all suits in which trial commences

466

judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written. First Party shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

VIII

This contract is executed on behalf of First party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 11th day of MAY, 1987, Johnson County, Texas.

THE COUNTY OF JOHNSON

By: [Signature]
County Judge
PRAPPAS & DARLOW, P.C.

[Signature]
GEORGE J. PRAPPAS
Attorney at Law

RESOLUTION AND ORDER

On this the 11th day of MAY, 1987, at a meeting of the Commissioner's Court of Johnson County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Johnson County Commissioner of Precinct No. 2, seconded by Johnson County Commissioner of Precinct No. 1, that said Commissioner's Court in behalf of said County do make and enter into a contract with PRAPPAS & DARLOW, P.C., licensed attorneys, for the latter to collect delinquent taxes in said County for ten (10%) percent of the amount of taxes, penalties, interest and attorneys fees collected, said contract to end on the 1st day of July, 1988, with six months thereafter to complete pending suits, and be on forms currently promulgated and recommended by the State Property Tax Board.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

Bill Z. Roe
PKC
Gammie W. Zwick
Paul W. Zwick

Those voting "No" were:

None

468

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE
County Clerk

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioners Court

BILL
County Clerk

Metro
477-3222

(817) 641-4421

Burleson No
295-8550

Supplemental Agenda

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MAY 18, 1987 - 1:00 P.M.

1:00 P.M.

SUBDIVISION

1. Walnut Creek Park - Precinct # 3

1:15 P.M.

APPROVAL OF MINUTES

1:30

CONSIDERATIONS

1. Request by Johnson County Fresh Water Supply District No. 1 to grade a road
2. Request for Justice of the Peace and Constable in Precinct # 1 to attend semi
3. Line Item Budget Amendment
4. Election Commission recommendations on voting procedures
5. Advertising for Bids
6. Vote Counting Machine, Optional County San Tax Election, Changes in Voting Box Boundary lines and Designated Polling Places
7. County Auditor's Office
8. Hospital Building
9. Designation of regular meeting dates

9:00 on Tuesday, May 19, 1987

1. Budget Hearings

9:30 on Wednesday, May 20, 1987

1. Budget Hearings

10:00 on Thursday, May 21, 1987

1. Construction of New County Jail

3:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

Wayne Bridewell
WAYNE BRIDEWELL
County Judge

11:30 A.M.

XXXXXXMX

POSTED: XXXXXXMX

May XX, 1987

XX

19,

MAY 18, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 18th day of May, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present except Billy Roe, Commissioner of Precinct #1, and considered the following:

CONSIDERATIONS

6. VOTE COUNTING MACHINE, OPTIONAL COUNTY SALES TAX ELECTION, CHANGES IN VOTING BOX BOUNDARY LINES AND DESIGNATED POLLING PLACES

A discussion was held with Professors David Guinn and Mike Morrison regarding all of the items listed above.

SUBDIVISIONS

1. WALNUT CREEK PARK

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the private sewage facility site plan for Phase 1 of the Walnut Creek Park Mobile Home Rental Park, subject to the site plan designating the one acre boundary lines for each of the septic systems, and subject to each mobile home having a minimum of one acre for the septic system. Phase 1 is shown to have seven mobile home rental sites on an area of 7.3 acres, and this approval of the site plan is subject to there being no greater density on septic systems for this area than is shown on the site plan, which is seven mobile home rental sites on 7.3 acres. Each mobile home rental site will have a minimum of one acre and will have a road frontage of at least 150 feet.

All voted aye; motion passed.

Commissioners recessed at 2:45 p.m.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the minutes as written for the meetings of May 1, May 7, and May 11, 1987.

All voted aye; motion passed.

CONSIDERATIONS

1. REQUEST BY JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 TO GRADE A ROAD

Motion was made by Comm. Miller, seconded by Comm. York, to approve the Commissioner in Precinct #2 grading the road from the Mountain Valley Country Club to the Sewer Treatment Plant of the Johnson County Fresh Water Supply District #1.

All voted aye; motion passed.

2. REQUEST FOR JUSTICE OF THE PEACE AND CONSTABLE IN PRECINCT #1 TO ATTEND SEMINAR

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve Constable Hauk and Justice of the Peace Joe Post attending a Justice of the Peace and Constable Association conference at San Antonio, Texas, on June 3-6, 1987.

All voted aye; motion passed.

8. HOSPITAL BUILDING

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve paying the \$5,000.00 deductible on the insurance and \$2,000.00 maintenance costs to repair the cooling tower at the old hospital building.

All voted aye; motion passed.

A discussion was had regarding advertising the hospital building for sale in the weekend editions of major metropolitan newspapers. The Auditor was to call for rate quotations. No action was taken.

6. VOTE COUNTING MACHINE

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the use of an electronic vote counting system which will be provided by the AIS Company in future elections, which has been approved by the Secretary of State's office. The approval from the Department of Justice will be sought for the use of this electronic vote counting machine.

All voted aye; motion passed.

6. OPTIONAL COUNTY SALES TAX ELECTION

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the calling of a special election on August 8, 1987, for an optional 1/2% county sales and use tax in accordance with the provisions of V.A.C.S. Article 2353e. The proceeds from this sales and use tax will be used to reduce the county property tax rate.

All voted aye; motion passed.

9. DESIGNATION OF REGULAR MEETING DATES

Motion was made by Comm. Harmon, seconded by Comm. York, to designate the first, second, and fourth Mondays of each month as regular meeting dates of the Commissioners' Court, with the bills being paid on the second and fourth Mondays of each month.

All voted aye; motion passed.

5. ADVERTISING FOR BIDS

No action taken.

3. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the line item budget amendments as presented by the Auditor.

All voted aye; motion passed.

472

6. CHANGES IN VOTING BOX BOUNDARY LINES AND DESIGNATED POLLING PLACES

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the changes in the designated polling places, with the change in the western boundary line of Voting Box 22 to be extended to County Road 805A and County Road 805, and to approve the extension of Voting Box 20 westward between Henderson and Chambers Streets to Caddo Street to include the north one-half of the Courthouse. This motion would also include the approval of the Commissioners' boundary lines in Cleburne to be the same as the western boundary line in Voting Box 20. A copy of the new designated polling places is included in the minutes. These changes in the designated polling places are the polling places that are recommended by the Voting Commission.

All voted aye; motion passed.

RECESS

The meeting was recessed until 9:00 a.m. Tuesday, May 19, 1987, for the purpose of budget workshop hearings.

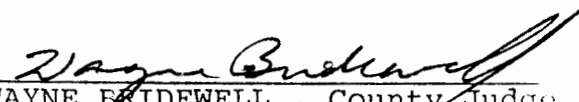
BUDGET HEARINGS

The Commissioners Court held budget hearings on May 19, 1987 from 9:00 A.M. until 5:30 P.M. The meeting was recessed until 9:00 A.M. on May 20, 1987.


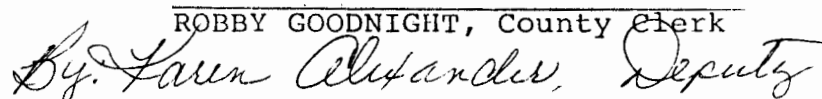
The Commissioners Court held budget hearings on May 20, 1987 from 9:00 A.M. until 4:45 P.M. The meeting was recessed until 9:00 A.M. on May 21, 1987.

The Commissioners Court held budget hearings on May 21, 1987 from 9:00 A.M. until 12:00 P.M.

The meeting was adjourned.


WAYNE ERIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

Lynn Alexander, Deputy

93

LINE ITEM AMENDMENTS

	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
<u>ROAD & BRIDGE - 2</u>			
Equipment	\$3510.00		\$3510.00
Utilities		\$3500.00	(\$3500.00)
Rent		\$10.00	\$10.00
<u>COUNTY CLERK</u>			
Deputies	\$2135		(2135.00)
Record Books	1100		(1100.00)
Part-Time Clerk		3235.00	3235.00
<u>QUALITY CONTROL</u>			
Copy Machine	\$2250		(2250.00)
To Non-Departmental			
<u>NON-DEPARTMENTAL</u>			
Court Appointed Atty.-Other		25,000.00	25,000.00
Advertising		1,000.00	1,000.00
Insurance Property Damage		1,380.00	1,380.00
Ins. Auto & Trucks		19,684.00	19,684.00
Operating Reserve	47,064		(47,064.00)
Start charging Burleson Rent to Telephone Burleson			
<u>TAX ASSESSOR-COLLECTOR</u>			
Deputies	4900		(4900.00)
Extra Help		4900.00	4900.00
<u>CONSTABLES</u>			
TRavel	300		(300.00)
Postage		300.00	\$300.00
<u>SHERIFF</u>			
Office Supplies & Postage		5,000.00	5,000.00
Jail Supplies	5000		(5,000.00)
<u>REVENUE SHARING</u>			

Charge Bills for April of \$1105.22 to "Audit" line item instead of "Acct. Procedures" line item

474

LINE ITEM AMENDMENTS

Page 2

	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
<u>HOSPITAL PROCEEDS-MISC.</u>			
Visiting Physicians		\$10,000.00	\$10,000.00
Indigent Health Care	\$15,750		(\$15,750.00)
<u>HOSPITAL PROCEEDS-HEALTH OFFICER</u>			
Relief Nurse		5,750.00	5,750.00
<u>HOSPITAL PROCEEDS-MEDICAL EXAMINER</u>			
Postage & Telephone	1,000		(1,000.00)
Equipment		1,300.00	1,300.00
<u>HOSPITAL PROCEEDS-INDIGENT HEALTH CARE</u>			
Computer Maint.	300		(300.00)

BOX NO.

POLLING PLACE

1. Godley United Methodist
2. First Assembly of God Church - Joshua
3. Burleson Church of Christ - Burleson
4. Crestmont Baptist Church - Burleson
5. First Baptist Church - Burleson
6. Freeland Highland Community
7. Cana Baptist Church - Burleson
8. First Baptist Church - Lillian
9. Sand Flat Baptist Church
10. Alvarado High School - Alvarado
11. Briar Oaks Fire Hall
12. First United Methodist Church - Joshua
13. High School Library - Joshua
14. Community Center - Godley
15. Bono Community Center
16. United Presbyterian Church - Cleburne
17. First Assembly of God Church - Cleburne
18. Saint Mark United Methodist Church - Cleburne
19. First United Methodist Church - Cleburne
20. Henderson Street Baptist Church - Cleburne
21. Saint Paul United Methodist Church - Cleburne
22. White Building at Keene I.S.D.
23. Alvarado Methodist Church - Alvarado
24. Greenbriar Church
25. Venus Community Center
26. Grandview City Hall
27. Grandview Community Center
28. Rio Vista City Hall

476

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burison No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

MAY 27, 1987 - 9:30 A.M.

9:30


CONSIDERATIONS

1. Examination of Census Tracts and Enumeration Districts concerning possible changes
2. Buchanan Cemetery
3. Construction and Financing of New County Jail
4. Request by Juvenile Officer to attend seminar
5. Advertising for Bids

10:30

APPROVAL OF MINUTES

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 3:00 P.M.
May 22, 1987

97
MAY 27, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 27th day of May, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

1. EXAMINATION OF CENSUS TRACTS AND ENUMERATION DISTRICTS
CONCERNING POSSIBLE CHANGES

A discussion with Professor Mike Morrison and Joel Sawyer regarding the above in regard to redistricting was held. No action was taken.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the minutes as written for the meeting of May 18, 1987.

All voted aye; motion passed.

CONSIDERATIONS

5. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to authorize the Commissioner in Precinct #1 to advertise for the purchase of a new or used steel wheel roller.

All voted aye; motion passed.

4. REQUEST BY JUVENILE OFFICER TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Susan Musick, Juvenile Probation Officer, attending an intermediate juvenile probation officer training course in San Antonio on June 2-4, 1987.

All voted aye; motion passed.

477

478

2. BUCHANAN CEMETERY

No action taken.

RECESS

Commissioners' Court recessed until 11:00 a.m. Thursday,
May 28, 1987.

The Court reconvened at 11:00 a.m. Thursday, May 28, 1987,
and considered the following:

CONSIDERATIONS

3. CONSTRUCTION AND FINANCING OF NEW COUNTY JAIL

The Court met with Tom Ellerbee, an architect with Parkey
and Partners, to discuss plans of the new county jail. No action
was taken.

5. ADVERTISING FOR BIDS

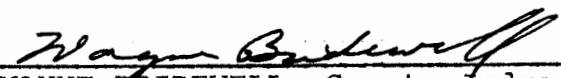
Motion was made by Comm. York, seconded by Comm. Miller, to
authorize the Commissioner of Precinct #2 to advertise for a used
1500 gallon hydrostatic asphalt distributor with circulating bar
in good working condition.

All voted aye; motion passed.

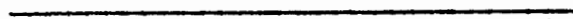
Motion was made by Comm. Roe, seconded by Comm. Harmon, to
authorize the Commissioner of Precinct # 3 to advertise for two
new or used pickup trucks.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

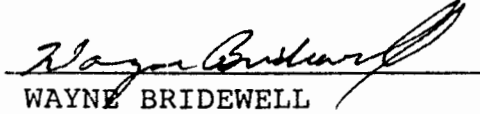
Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
JUNE 1, 1987 - 8:30 A.M.

- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 A.M. SUBDIVISIONS
1. Bluebonnet Hills - Revision - Prec. 2
 2. Sanders View - Prec. 4
 3. Buffalo Creek - Prec. 4
 4. Summit View - Prec. 2
 5. Bramble Creek - Prec. 3
- 9:30 APPROVAL OF MINUTES
- 9:45 CONSIDERATIONS
1. Personnel Policy
 2. Advertising for Bids
 3. Buchanan Cemetery
 4. Sheriff's Office
 5. Election Commission Recommendations
 6. Appointment of Board Member to Mental Health and Mental Retardation Center
 7. Computer System
 8. Construction of New County Jail
 9. Meeting with Texas Commission on Jail Standards in Austin at 1:00 P.M. on June 2, 1987
- 10:30 EXAMINATION OF CENSUS TRACTS AND ENUMERATION DISTRICTS CONCERNING POSSIBLE CHANGES
- 11:00 EXECUTIVE SESSION
1. V.T.A.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
 2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

POSTED: 9:00 A.M.
May 29, 1987


WAYNE BRIDEWELL
County Judge

480

JUNE 1, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 1st day of June, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

EXECUTIVE SESSION

Commissioners went into Executive Session at 9:10 a.m. to discuss a litigation matter with the County Attorney.

Commissioners reconvened into open court at 9:35 a.m. with no action taken as a result of the Executive Session.

SUBDIVISIONS

1. BLUEBONNET HILLS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the replat of Lot 26, Section 1, of the Bluebonnet Hills subdivision, subject to the \$100.00 revision fee being paid.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the minutes of the meeting of May 27, 1987, as written.

All voted aye; motion passed.

SUBDIVISIONS

- 2. SANDERS VIEW
- 3. BUFFALO CREEK
- 4. SUMMIT VIEW

Everett Frazier, developer of these subdivisions, appeared before the Court to discuss the status of these subdivisions. No action was taken.

482

CONSIDERATIONS

2. ADVERTISING FOR BIDS

No action taken.

6. APPOINTMENT OF BOARD MEMBER TO MENTAL HEALTH-RETARDATION CENTER

No action taken.

EXAMINATION OF CENSUS TRACTS AND ENUMERATION DISTRICTS

No changes were made by the Commissioners.

EXECUTIVE SESSION

Commissioners went into Executive Session at 10:20 a.m. to discuss a litigation matter with the County Attorney.

Commissioners reconvened into open court at 10:55 a.m. with no action taken as a result of the Executive Session.

CONSIDERATIONS

1. PERSONNEL POLICY

Commissioners will review the proof of the Personnel Policy and notify the County Judge of any needed changes. No action taken.

3. BUCHANAN CEMETERY

No action taken.

5. ELECTION COMMISSION RECOMMENDATIONS

No action taken.

7. COMPUTER SYSTEM

No action taken.

RECESS

Commissioners recessed until 10:00 a.m. on Wednesday, June 3, 1987.

Judge Bridewell and Commissioner Roe met in Austin with the Texas Commission on Jail Standards on Tuesday, June 2, 1987, regarding plans and specifications for the construction of the Johnson County Law Enforcement Center.

Commissioners reconvened into open court on Wednesday,
June 3, 1987, at 10:00 a.m. with all members present.

CONSIDERATIONS

8. CONSTRUCTION OF NEW COUNTY JAIL

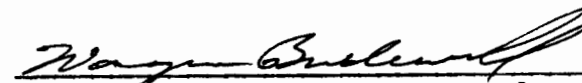
Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the construction plans for the new Johnson County Law Enforcement Center with the changes discussed with the Texas Commission on Jail Standards on June 2, 1987, and approve the preparation of the construction drawings and approve the construction of the infirmary with one section having single cells and the other section having four single cells and two wards.

All four Commissioners and the County Judge voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe, to authorize advertising for bids on the construction of the new county jail to include the requirement of bid bonds of 5% or a cashier's check in lieu thereof, and to require payment bonds and performance bonds on all bids of \$50,000.00 or more. On bids under \$50,000.00, payment bonds and performance bonds or a letter of credit in lieu thereof that would have a payment date of 120 days past completion date would be required.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

484

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE A. FORB
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioners Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
JUNE 8, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY
CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. Bent Oaks - Precinct # 3


9:00 READING OF BILLS

APPROVAL OF MINUTES

9:30 CONSIDERATIONS

1. Dairy Month Celebration
2. Quality Control Office
3. Purchasing Manual
4. Adult Probation Office
5. Computer System
6. Construction and Funding of New County Jail
7. Buchanan Cemetery
8. Resolution Authorizing the Publication of Notice
of Intention to Issue Certificates of Obligation
9. Advertising for Bids
10. Personnel Policy
11. Election Commission Recommendations
12. Appointment of Board Member to Mental Health and
Mental Retardation 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
of the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
June 5, 1987

6

JUNE 8, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 8th day of June, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes of the meeting of June 1, 1987, as written.

All voted aye; motion passed.

READING OF BILLS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve payment of bills as presented by the County Auditor.

All voted aye; motion passed.

SUBDIVISIONS

1. BENT OAKS

Bobby Murray, developer of Bent Oaks subdivision, appeared and was advised to get approval from the City of Fort Worth, because the subdivision lies in its ETJ, before the Court could approve the subdivision plat. No action taken.

CONSIDERATIONS

2. QUALITY CONTROL OFFICE

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the purchase of a used Monroe 765 survey computer in the amount of \$500.00 for the Quality Control Office.

All voted aye; motion passed.

11. ELECTION COMMISSION RECOMMENDATIONS

Motion was made by Comm. Miller, seconded by Comm. York, to approve the use of a combination form for the list of registered

486 7
voters (poll list, signature roster, and affidavits) in future elections.

All voted aye; motion passed.

1. DAIRY MONTH CELEBRATION

Motion was made by Comm. Harmon, seconded by Comm. York, to approve having the cow-milking contest on the lawn of the Courthouse on June 23, 1987, in celebration of Dairy Month.

All voted aye; motion passed.

4. ADULT PROBATION OFFICE

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Adult Probation Office finishing three additional offices in the storage area of that building with the cost of this remodeling being paid out of the old Adult Probation account.

All voted aye; motion passed.

9. ADVERTISING FOR BIDS

No action taken.

Commissioners recessed at 10:30 a.m.

Commissioners reconvened at 10:45 a.m.

CONSIDERATIONS

5. COMPUTER SYSTEM

No action taken.

3. PURCHASING MANUAL

No action taken.

7. BUCHANAN CEMETERY

No action taken.

10. PERSONNEL POLICY

No action taken.

12. APPOINTMENT OF BOARD MEMBER TO MHMR CENTER

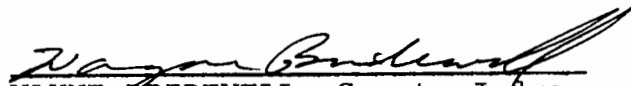
No action taken.

8. RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the Order Directing Publication of Notice of intention to Issue certificates of Obligation, Series 1987, in the amount of \$7,425,000.00, with a sale date of 2:00 p.m. on July 6, 1987. A copy of order is attached to the minutes.

All four Commissioners and the County Judge voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

488

ORDER
DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION, SERIES 1987

THE STATE OF TEXAS
COUNTY OF JOHNSON

:
:

WHEREAS, the Commissioners Court deems it advisable to give notice of intention to issue certificates of obligation in the amount of \$ 7,425,000 for the purpose of paying, in whole or in part, contractual obligations to construct, equip, and acquire a new county jail and the site therefor and to remodel and equip the existing county jail which will be used as a juvenile dentention center, and to pay legal, fiscal and architectural 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:

1. 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.

15

JOHNSON COUNTY
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
SERIES 1987

The County of Johnson does hereby give notice of intention to issue Certificates of Obligation, Series 1987, in the maximum principal amount not to exceed \$ 7,425,000 for the purpose of paying, in whole or in part, contractual obligations to construct, equip and acquire a new county jail and the site therefor, and to remodel and equip the existing county jail which will used as a juvenile detention center, and to pay legal, fiscal and architectural 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 1987, at 2:00 P.M., on July 6, 1987, at a Regular Meeting, at the County Courthouse, Commissioners Courtroom, Cleburne, Texas.

Wayne Bridewell, County Judge

490

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
JUNE 15, 1987 - 9:00 A.M.

9:00 **APPROVAL OF MINUTES**


9:15 **CONSIDERATIONS**

1. Request of Alvarado I.S.D. to repair parking lot and pavement
2. Purchasing Manual
3. Buchanan Cemetery
4. Advertising for Bids
5. Personnel Policy
6. Indigent Health Care
7. Line Item Budget Amendment
8. Request by Juvenile Officer to attend Seminar
9. Request by Tax Office for three employees to attend Secretary of State's Voter Registration Seminar
10. Request by City of Venus to annex county road 214
11. Rabies Control Act

11:00 **EXECUTIVE SESSION**

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into session for potential action resulting from Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
June 12, 1987

JUNE 15, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 15th day of June, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the minutes of the meeting on June 8, 1987, as written.

All voted aye; motion passed.

CONSIDERATIONS

1. REQUEST OF ALVARADO I.S.D. TO REPAIR PARKING LOT AND PAVEMENT

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the Comm. in Precinct Number 3 patching holes in the Alvarado I.S.D. high school parking lot and repairing the pavement.

All voted aye; motion passed.

8. REQUEST BY JUVENILE OFFICER TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve Jane James, a Juvenile Probation Officer, attending the Texas Corrections Associations Seminar in Galveston on June 21-24, 1987.

All voted aye; motion passed,

7. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Harmon, seconded by Comm. York to approve the line item budget amendment as presented by the County Auditor. A copy of the line item budget amendment is attached hereto.

491

492

All voted aye; motion passed.

10. REQUEST BY CITY OF VENUS TO ANNEX A COUNTY ROAD

Motion was made by Comm. Miller, seconded by Comm. Roe to approve the City of Venus annexing the following county road; Beginning on County Road 109 at Venus City limits and extending south to the intersection of County Road 214; containing 600 ft. of County Road 109. Then south on County Road 214 for 2,000 ft.

All voted aye; motion passed.

9. REQUEST BY TAX OFFICE FOR THREE EMPLOYEES TO ATTEND
SECRETARY OF STATE'S VOTER REGISTRATION SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve three employees of the Tax Office attending the Secretary of State's Voter Registration Seminar in Austin on August 18-20, 1987.

All voted aye; motion passed.

11. RABIES CONTROL ACT

Motion was made by Comm. Harmon, seconded by Comm. Roe to appoint Sheriff Eddy Boggs as the legally appointed Local Health Authority as required by the Rabies Control Act of 1981 (Art. 4477-6a, V.T.C.S.)

All voted aye; motion passed.

4. ADVERTISING FOR BIDS

No action taken.

5. PERSONNEL POLICY

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the Johnson County Employee Handbook as presented.

2. PURCHASING MANUAL

No action taken.

3. BUCHANAN CEMETERY

No action taken.

COMMISSIONERS RECESSED FOR LUNCH AT 10:45 A.M.

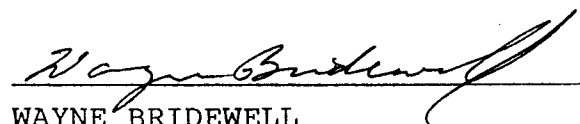
COMMISSIONERS RECONVENED AT 12:00 P.M.

6. INDIGENT HEALTH CARE

The Commissioners discussed the indigent health care obligation of Walls Regional Hospital with James R. Killingsworth, Karl Eason, Nick H. Kupferle, III, Marion Freeman, Vicki Patterson, and Jack Browder.

No action taken.

The meeting was adjourned.


WAYNE BRIDEWELL
County Judge

Attested by:

ROBBY GOODNIGHT
County Clerk

Submitted 6-22-87

LINE ITEM AMENDMENTS

444

	<u>TO</u> FROM	<u>FROM</u> TO	<u>AMOUNT</u>
<u>COUNTY CLERK</u>			
Record Books	\$ 329.04		\$ 329.04
Telephone		\$ 329.04	(329.04)
<u>QUALITY CONTROL</u>			
Miscellaneous	46.80		46.80
Telephone		46.80	(46.80)
<u>NON-DEPARTMENTAL</u>			
Court Appt. Atty - 249th	15,000.00		15,000.00
Advertising	1,000.00		1,000.00
Equipment	3,000.00		3,000.00
Burleson Annex Rent	493.68		493.68
Telephone - Burleson		493.68	(493.68)
Audit	3,373.54		3,373.54
Operating Reserve		3,373.54	(3,373.54)
<u>DISTRICT JUDGES 18th & 249th</u>			
Juries		15,000.00	(15,000.00)
Telephone		4,000.00	(4,000.00)
<u>DISTRICT CLERK</u>			
Part-time Clerk	168.60		168.60
Telephone		168.60	(168.60)
<u>COURTHOUSE AND JAIL</u>			
Operating supplies		5,000.00	(5,000.00)
Repairs & Replacements	5,000.00		5,000.00
<u>SHERIFF</u>			
Gas & Oil		5,000.00	(5,000.00)
Jail Supplies		5,000.00	(5,000.00)
Groceries	10,000.00		10,000.00
Animal Control		500.00	(500.00)
Storage	500.00		500.00
<u>HOSPITAL PROCEEDS - MISC.</u>			
Rape Crisis	1,000.00		1,000.00
Counseling		1,000.00	(1,000.00)

Charge "Audit" line item of Revenue Sharing \$3,373.54, to "Audit" line item of non-departmental.

CITY COUNCIL
ernice Clower
udy Faulkner
erry Slough
im White
len Woolard

CITY OF VENUS

BOX 380 • VENUS, TEXAS 76084
PHONE (214) 366-3348

James Flatt
MAYOR

Kathleen White
CITY SECRETARY

Johnson County Commissioners
Johnson County
Cleburne, Tx. 76031

Dear Sirs:

①
The City of Venus wishes to annex a portion of
County Road 109 and County Road 214.

The dimensions are as follows, and are seperatly
enclosed documents.

Beginning on County Rd. 109 at Venus City limits
and extending south to the intersection of County
Road 214; containing 600 ft. of County Rd. 109.
Then south on County Rd. 214 for 2000 ft.

Your consideration will be deeply appreciated.

Sincerely yours,

John Daniel
Director of Public Works

JD/mr

[illegible]

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF VENUS, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Venus, Texas, the following described territory, to-wit:

See Exhibit "A", attached and incorporated for all purposes.

We certify that the above described tract of land is contiguous and adjacent to the City of Venus, Texas, is not more than one-half ($\frac{1}{2}$) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

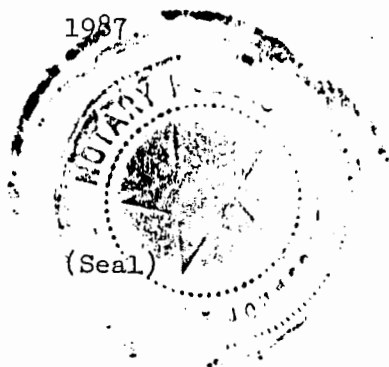
Wayne Bridewell
Wayne Bridewell
County Judge of
Johnson County, Texas

THE STATE OF TEXAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Bridewell, County Judge of Johnson County,
TEXAS, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of JUNE,



Julie P. New
Notary Public in and for the State
of Texas

498

12

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YONK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioners Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

Supplemental Agenda

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JUNE 22, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. Granda Vista - Precinct # 2
2. Greenfield Ridge - Precinct # 4
3. Cambridge Park - Precinct # 3
4. J.K. Addition - Precinct # 4
5. Buffalo Hills Phase 3 - Precinct # 2

9:00 READING OF BILLS
APPROVAL OF MINUTES

9:45 CONSIDERATIONS

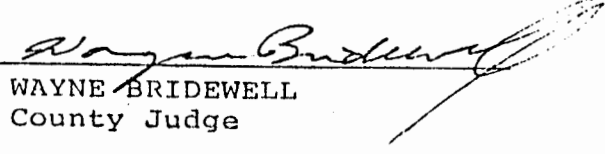
1. Purchasing Manual
2. Buchanan Cemetery
3. Advertising for Bids
4. Order Calling special election on August 8, 1987 for the purpose of adoption of a one-half percent county sales and use tax within the county to be used to reduce the county property tax rate.
5. Presentation of Plaque
6. Tax Collection Contract with Burleson I.S.D.
7. Request for two Indigent Care Office Employees to attend a seminar
8. Request for County Clerk to attend a seminar
9. Construction of new County Jail
10. Right of Way acquisition for Cleburne Bypass of US 67
11. Water drainage on C.R. 920

10:00 OPEN BIDS ON THREE WHEEL STEEL ROLLER, HALF TON NEW OR USED PICK UP FOR PRECINCT # 3, USED ASPHALT DISTRIBUTOR FOR PRECINCT # 2

1:30 SUBDIVISIONS

1. Bramble 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 of the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 1:30 P.M.
~~7:30 P.M.~~
June 19, 1987

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
JUNE 22, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. Granda Vista - Precinct # 2
2. Greenfield Ridge - Precinct # 4
3. Cambridge Park - Precinct # 3
4. J.K. Addition - Precinct # 4
5. Buffalo Hills Phase 3 - Precinct # 2

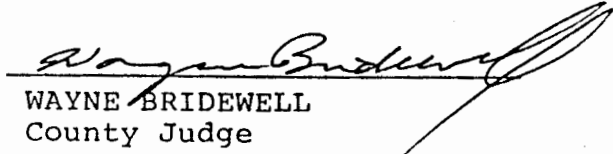
9:00 READING OF BILLS
APPROVAL OF MINUTES

9:45 CONSIDERATIONS

1. Purchasing Manual
2. Buchanan Cemetery
3. Advertising for Bids
4. Order Calling special election on August 8, 1987 for the purpose of adoption of a one-half percent county sales and use tax within the county to be used to reduce the county property tax rate.
5. Presentation of Plaque
6. Tax Collection Contract with Burleson I.S.D.
7. Request for two Indigent Care Office Employees to attend a seminar
8. Request for County Clerk to attend a seminar
9. Construction of new County Jail
10. Right of Way acquisition for Cleburne Bypass of US 67
11. Water drainage on C.R. 920

10:00 OPEN BIDS ON THREE WHEEL STEEL ROLLER, HALF TON NEW OR USED PICK UP FOR PRECINCT # 3, USED ASPHALT DISTRIBUTOR FOR PRECINCT # 2

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 8:30 A.M.
June 19, 1987

Set 499

500

JUNE 22, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 22nd day of June, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve payment of bills as presented by the County Auditor. All voted aye; motion passed.

CONSIDERATIONS

8. REQUEST FOR COUNTY CLERK TO ATTEND SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the County Clerk attending a seminar on elections presented by the Texas Association of Counties in Austin on July 29-30, 1987.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the minutes of the meeting of June 15, 1987.

All voted aye; motion passed.

SUBDIVISIONS

1. GRANDA VISTA

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the final plat of the Granda Vista Estates subdivision.

All voted aye; motion passed.

2. GREENFIELD RIDGE

Motion was made by Comm. Miller, seconded by Comm. York, to approve the final plat of the Greenfield Ridge, Phase 2, subdivision.

All voted aye; motion passed.

3. CAMBRIDGE PARK

Motion was made by Comm. York, seconded by Comm. Miller, to approve the final plat of Cambridge Park subdivision, subject to the developer presenting sufficient copies of the final plat on mylar.

All voted aye; motion passed.

4. J-K ADDITION

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the final plat of the J-K Addition subdivision.

All voted aye; motion passed.

5. BUFFALO HILLS

To be rescheduled at a later meeting; no action taken.

CONSIDERATIONS

1. PURCHASING MANUAL

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the purchasing manual and procedures, to be effective on July 1, 1987.

All voted aye; motion passed.

5. PRESENTATION OF PLAQUE

Comm. Roe presented a plaque to Virgil Anderson upon his retirement as Foreman in Precinct #1.

OPEN BIDSTHREE WHEEL STEEL ROLLER

Nichols Machinery in Dallas bid on three different types of steel wheel rollers (bid is attached to these minutes).

Comm. Roe is to study the bid. No action was taken.

NEW OR USED PICKUP

No bids were received. This item will be re-advertised.

ASPHALT DISTRIBUTOR

Motion was made by Comm. Miller, seconded by Comm. York, to approve the bid from the Romco Equipment Company in Dallas for a used asphalt distributor for Precinct #2 at a cost of \$5,500.00.

All voted aye; motion passed.

CONSIDERATIONS3. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Precinct #2 Commissioner advertising for a new or used motor grader and roller and the Precinct #3 Commissioner advertising for a new or used motor grader and a back hoe with front end loader.

All voted aye; motion passed.

RECESS

Commissioners recessed at 10:25 a.m.

Commissioners reconvened into open court at 10:45 a.m.

CONSIDERATIONS6. TAX COLLECTION CONTRACT WITH BURLESON I.S.D.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the tax collection contract with the Burleson I.S.D.

All voted aye; motion passed.

7. REQUEST FOR TWO INDIGENT CARE OFFICE EMPLOYEES TO ATTEND SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve Mary Schaub attending a seminar on "Planning and Motivating the Difficult to Motivate Client" at UTA on July 31-August 1, 1987, and Linda Penny and Mary Schaub attending a seminar on "Divorce Mediation: Mental Health and Legal Aspects" at UTA on August 7-8, 1987.

All voted aye; motion passed.

4. ORDER CALLING SPECIAL ELECTION ON AUGUST 8, 1987,...

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the Order of a Special Election on August 8, 1987, for the purpose of the adoption of a one-half percent county sales and use tax within the county to be used to reduce the county property tax rate.

All voted aye; motion passed.

10. RIGHT OF WAY ACQUISITION FOR CLEBURNE BYPASS OF U.S. 67

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve Johnson County participating in the right of way procurement of 12 acres of land owned by the Seventh Day Adventists at a cost of \$60,000, with the County's portion being \$6,000.00, for the northeast quadrant of the Cleburne bypass of U.S. 67.

All voted aye; motion passed.

LUNCH RECESS

Commissioners recessed for lunch at 11:35 a.m.

Commissioners reconvened into open court at 1:55 p.m.

SUBDIVISION

BRAMBLE CREEK

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the final plat of the Bramble Creek Estates subdivision.

All voted aye; motion passed.

584

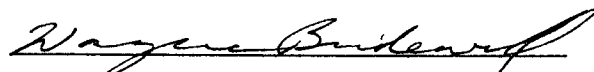
25

CONSIDERATION

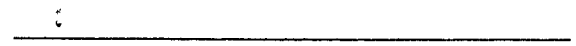
11. WATER DRAINAGE ON C.R. 920

Several area residents appeared to express their concerns about the recent water drainage problems on C.R. 920. Comm. Harmon assured them that the necessary steps were being taken to correct and alleviate the problems.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

ORDEN DE ELECCION ESPECIAL

Por la presente se ordena que se llevará a cabo una elección el August 8, 1987 con
(fecha)
el propósito de:

Adopción del medio ($\frac{1}{2}\%$) por ciento del impuesto sobre la venta
y uso en el condado para reducir la tasa sobre la propiedad
en el condado.

La votación en ausencia en persona se llevará a cabo de lunes a viernes en
County Clerk's Office at Johnson County Courthouse in Cleburne; Courthouse
Annex in Burleson; and Courthouse Annex in Alvarado
(sitio)

entre las 8:00 de la mañana y las 5:00 de la tarde empezando el July 20, 1987
(fecha)
y terminando el August 4, 1987
(fecha)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Robby Goodnight
(Nombre del Secretario de la Votación En Ausencia)
County Clerk
Johnson County Courthouse
(Dirección)
Cleburne, Texas 76031
(Ciudad) (Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las
horas de negocio el July 31, 1987
(fecha)

Emitida este día 22nd de June, 19 87.

Wagon Brulewiff
Firma del Juez del Condado

ORDER OF SPECIAL ELECTION

An election is hereby ordered to be held on August 8, 1987 for the purpose of:
(date)

Adoption of a one-half percent county sales and use tax within
the county to be used to reduce the county property tax rate.

Absentee voting by personal appearance will be conducted each weekday at County Clerk's
Office at Johnson County Courthouse in Cleburne; Courthouse Annex
in Burleson; and Courthouse Annex in Alvarado.

(location)

~~Note: If county clerk is not the absentee voting clerk, this information in the block is required~~

between the hours of 8:00 a.m. and 5:00 p.m. beginning on July 20, 1987
(date)
and ending on August 4, 1987
(date)

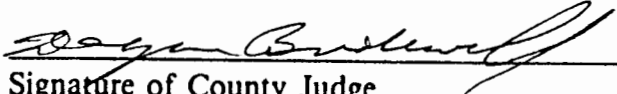
Applications for ballot by mail shall be mailed to:

Robby Goodnight
(Name of Absentee Voting Clerk)
County Clerk
Johnson County Courthouse
(Address)
Cleburne, Texas 76031
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on

July 31, 1987
(date)

Issued this the 22nd day of June, 19 87.


Signature of County Judge

QUOTATION



To: Johnson County Prec. #1
c/o County Courthouse Room 102
Cleburne, Texas 76031

Date June 11, 1987

MACHINERY COMPANY

1311 SOUTH ERVAY STREET P. O. BOX 660236 DALLAS, TEXAS 75266-0236 (214) 421-3581

Quantity	DESCRIPTION	Unit Price	Total
	Thank you for the privilege to submit this bid per your request on the following machine.		
1	New Ingram 12 Ton 3 Wheel Compaction Roller F.O.B. Cleburne, Texas Delivery: 1 to 3 days subject to prior sale		\$ 49,128.00
1	New Ingram 14 Ton 3 Wheel Compaction Roller F.O.B. Cleburne, Texas Delivery approximately 60 to 90 days ARO		\$ 52,447.00
1	Used 1986 Model Ingram 12 Ton 3 Wheel Compaction Roller F.O.B. Cleburne, Texas Subject to prior sale.		\$ 38,609.00

FORM D-27-

Conley-Lott-Nichols Machinery Company

507

By: *[Signature]*

AMARILLO CORPUS CHRISTI DALLAS HOUSTON LONGVIEW LUBBOCK ODESSA SAN ANTONIO



Cash Road at Halifax / P.O. Box 560248 / Dallas, Texas 75356-0248 / (214) 637-1650

June 16, 1987

Mr. Donnie M. Williams
County Auditor
Room 102, Courthouse
Cleburne, Texas 76031

Dear Mr. Williams:

In response to your notice to all interested bidders, ROMCO is pleased to offer the following:

1 - Used 1500 Gallon Hydrostatic Asphalt Distributor

Purchase Price, F.O.B. Dallas \$5,500.00

This unit is currently in use and is offered on an "As Is" basis without installation.

Delivery is approximately 30 days from receipt of order.

Sincerely,

David Holbrook
Equipment Sales

DH/js

Letter of
award
6-22-87
JL

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

TAX COLLECTION CONTRACT

STATE OF TEXAS X
COUNTY OF JOHNSON X

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into on this the 2nd day of JUNE, 1987, 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 BURLESON INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "BURLESON ISD".

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 by the Board of Tax Professional Examiners, Austin, Texas, with registration number 15264-9; and that the JOHNSON COUNTY TAX OFFICE has employed personnel in offices located in Alvarado, Burleson, and Cleburne, who are fully qualified and legally empowered to collect taxes for BURLESON ISD.

WHEREAS, BURLESON ISD desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of BURLESON ISD's 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 BURLESON ISD for the collection of BURLESON ISD'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 BURLESON ISD the following services:

1. To begin collecting the delinquent taxes as of JULY 1, 1987.
2. Collect current taxes beginning on OCTOBER 1, 1987, or as soon thereafter as practical.
3. Prepare tax notices and receipts on each parcel of property subject to taxation in BURLESON ISD.

510

31

4. Mail to each taxpayer or his agent, a notice of tax due on OCTOBER 1, or as soon thereafter as practical.
5. Make daily deposits of all collections received by JOHNSON COUNTY TAX OFFICE on behalf of BURLESON and assure that such collections are transferred to a financial institution selected by BURLESON ISD as agreed to by and between the parties.
6. Issue all tax certificates on property either paid or unpaid.
7. Provide monthly reports of collections to BURLESON ISD or its representative on or before the 10th working day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
8. Mail no less than three (3) notices of tax due on the current taxes due and owing. The first notice to be mailed OCTOBER 1, or as soon thereafter as practical, the second notice to be mailed on or about FEBRUARY 15, or as soon thereafter as practical, and the third to be mailed between MAY 1 and JUNE 1.
9. Prepare and file all reports with the State Property Tax Board as required.
10. Provide office space in or near the JOHNSON COUNTY BURLESON ANNEX for maps, plats, etc., which are currently used by BURLESON ISD tax office for the public use.
11. The JOHNSON COUNTY TAX OFFICE shall notify the BURLESON ISD of any installment agreements and payments under Section 33.02 of the State Property Tax Code.
12. The JOHNSON COUNTY TAX OFFICE and BURLESON ISD have contracted jointly with the law firm of Prappas & Darlow, P. C., to collect delinquent taxes at the rate of ten per cent of the amount collected of all delinquent taxes, penalties, interest, and attorney's fees actually collected and paid to the collector of taxes.

For the services as provided above, BURLESON ISD will pay to the JOHNSON COUNTY TAX OFFICE the sum of ninety cents (\$.90) per account for current tax collections and each year thereafter. For the delinquent taxes to be collected as of JULY 1, 1987, there will be a fee of fifty cents (\$.50) per account. This is for transferring the delinquent tax to the JOHNSON COUNTY TAX OFFICE delinquent tax roll, and is a one-time charge. These monies are to be paid to JOHNSON COUNTY TAX OFFICE prior to DECEMBER 1, 1987.

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 BURLESON ISD acting by and through its governing body and 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 May 2, 1988, 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 Collection Contract is for one year period to begin on JULY 1, 1987, and to end JUNE 30, 1988. This contract may be renewed for successive one year periods by the BURLESON ISD and the JOHNSON COUNTY TAX OFFICE.

This Agreement is executed on this the 22nd day of JUNE, 1987.

BURLESON ISD

by Dr. Bernard Buckner
President of Board of Education
Burleson Independent School Dist.

JOHNSON COUNTY TAX OFFICE

W. E. Carroll
W. E. Carroll, Tax Assessor-Collector

Nagor Budewitz
County Judge

Bill Z. Lee
Commissioner, Precinct #1

[Signature]
Commissioner, Precinct #2

Jimmy W. York
Commissioner, Precinct #3

Bud Miller
Commissioner, Precinct #4

512

JOHNSON COUNTY

OFFICIAL AGENDA

DOE

Commissioner Precinct 1

WAYNE BRIDEWELL

County Judge

JIMMIE W. YORK

Commissioner Precinct 3

RON HARMON

Commissioner Precinct 2

DONNA DURHAM

Secretary to Commissioner's Court

BUD MILLER

Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SUPPLEMENTAL AGENDA

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JULY 6, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. North Hills Estates, Phase 3 - Prec. 2
2. Pearl Addition - Prec. 3
3. Saddle Hills, Phase 2 & 3 - Prec. 3
4. Richland Estates - Prec. 4

9:00 APPROVAL OF MINUTES

9:30 CONSIDERATIONS

1. Request for Asst. Medical Examiner to attend a Seminar
2. Request by City of Godley for repair of streets
3. Advertising for Bids
4. Western Data Corp.
5. Award bid on purchase of steel wheel roller for Prec. # 1
6. Texas Association of Counties Post Legislative Council Meeting in Austin on July 29 & 30
7. Computer System
8. Examination of Census Tracts and Enumeration Districts Concerning Possible Changes
9. Indigent Health Care
10. Old hospital building
11. Otis Elevator Company
12. Subdivision Rules
13. Flood Insurance Program
14. Market Square
15. Extension of Roads and Utilities to New County Jail
16. Wage and Hour Law
17. Repair of bridge on C.R. 1237

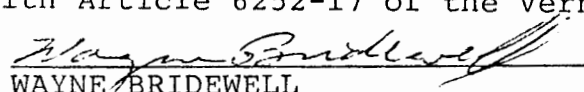
11:00 MANDALAY SUBDIVISION

2:00 Consideration of passing an order to authorize the Issuance of Certificates of Obligation, Series 1987 for the purpose of paying, in whole or in part, contractual obligations to construct, equip and acquire a new county jail and the site therefor, and to remodel and equip the existing county jail which will be used as a juvenile detention center, and to pay legal, fiscal, and architectural fees in connection with this project and related matters thereto.

3:15 Selection of Engineer for Extension of roads and utilities, site drainage, parking lot drainage and minimum finished floor elevation for new county 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 of the Vernon's Civil Statutes.

Posted: 4:30 P.M.
July 2, 1987


WAYNE BRIDEWELL
County Judge

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JULY 6, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. North Hills Estates, Phase 3 - Prec. 2
2. Pearl Addition - Prec. 3
3. Saddle Hills, Phase 2 & 3 - Prec. 3
4. Richland Estates - Prec. 4

9:00 APPROVAL OF MINUTES

9:30 CONSIDERATIONS

1. Request for Asst. Medical Examiner to attend a Seminar
2. Request by City of Godley for repair of streets
3. Advertising for Bids
4. Western Data Corp.
5. Award bid on purchase of steel wheel roller for Prec. # 1
6. Texas Association of Counties Post Legislative Council Meeting in Austin on July 29 & 30
7. Computer System
8. Examination of Census Tracts and Enumeration Districts Concerning Possible Changes
9. Indigent Health Care
10. Old hospital building
11. Otis Elevator Company
12. Subdivision Rules
13. Flood Insurance Program
14. Market Square
15. Extension of Roads and Utilities to New County Jail
16. Wage and Hour Law
17. Repair of bridge on C.R. 1237

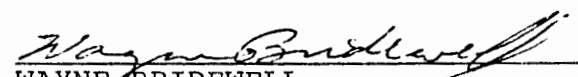
11:00 MANDALAY SUBDIVISION

2:00 Consideration of passing an order to authorize the Issuance of Certificates of Obligation, Series 1987 for the purpose of paying, in whole or in part, contractual obligations to construct, equip and acquire a new county jail and the site therefor, and to remodel and equip the existing county jail which will be used as a juvenile detention center, and to pay legal, fiscal, and architectural fees in connection with this project and related matters thereto.

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 the Vernon's Civil Statutes.

513

Posted: 1:00 P.M.
July 2, 1987


WAYNE BRIDEWELL
County Judge

514

JULY 6, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 6th day of July, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes of the meeting on June 22, 1987 as written.

All voted aye; motion passed.

SUBDIVISIONS

1. NORTH HILLS ESTATES, PHASE 3

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the Preliminary Plat of the North Hills Estates, Phase 3 subdivision.

All voted aye; motion passed.

2. PEARL ADDITION

3. SADDLE HILLS, PHASE 2 AND 3

Motion was made by Comm. York, seconded by Comm. Miller to return the Letter of Credit for the construction of roads to the developer in the Pearl Addition subdivision at this time, and return the Letter of Credit to the developer in the Saddle Hills, Phase 2 and 3 subdivision subject to the developer completing the ditches on the roads within 90 days.

All voted aye; motion passed.

4. RICHLAND ESTATES

No action taken.

CONSIDERATIONS

1. REQUEST FOR ASST. MEDICAL EXAMINER TO ATTEND A SEMINAR

No action taken.

2. REQUEST BY CITY OF GODLEY FOR REPAIR OF STREETS

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the Comm. in Precinct 2 applying emulsion for dust control on approximately 5 miles of streets in the City of Godley with the City of Godley paying for the actual cost of materials, labor and any other necessary expenses.

All voted aye; motion passed.

3. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon to approve the Comm. in Precinct 4 purchasing a used pickup truck.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. York to approve advertising for pharmacy service at the county jail.

All voted aye; motion passed.

17. REPAIR OF BRIDGE ON C.R. 1237

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve the Comm. in Precinct 1 constructing a bridge on C.R. 1237 as an emergency, because recent flooding has washed out the crossing.

All voted aye; motion passed.

6. TEXAS ASSOCIATION OF COUNTIES POST LEGISLATIVE COUNCIL MEETING IN AUSTIN ON JULY 29 and 30

No action taken.

4. WESTERN DATA CORP.

No action taken.

516

MANDALAY SUBDIVISION

Motion was made by Comm. Harmon, seconded by Comm. Miller to ask the developer to submit to us as expeditiously as possible his list of the requested exceptions as prescribed in the 1986 subdivision standards for consideration of the court.

All voted aye; motion passed.

The Commissioners Court will set the Mandalay Subdivision for consideration in it's next meeting at 1:30 P.M. on Monday, July 13, 1987.

LUNCH RECESS

Commissioners recessed for lunch at 12:15 P.M.

Commissioners reconvened into open court at 1:45 P.M.

CONSIDERATIONS

11. OTIS ELEVATOR COMPANY

Motion was made by Comm. Roe, seconded by Comm. Harmon to not make the modifications to the elevator in the Courthouse proposed by the Otis Elevator Company, because the elevator met safety standards when it was installed and now complys with safety standards under the grandfather clause.

All voted aye; motion passed.

CERTIFICATES OF OBLIGATION, SERIES 1987

Motion was made by Comm. Harmon, seconded by Comm. Miller to accept the low bid of Prudential-Bache Securities at 6.9543% for the Certificate of Obligation, Series 1987 in the amount of \$7,425,000 for the construction of the new jail and modification of the old jail for a juvenile detention center.

All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the passage of an Order Authorizing the Issuance of Certificates of Obligation, Series 1987 in the amount of \$7,425,000 for the construction of the new jail and modification of the old jail for a juvenile detention center.

All voted aye; motion passed.

CONSIDERATIONS

8. EXAMINATION OF CENSUS TRACTS AND ENUMERATION DISTRICTS CONCERNING POSSIBLE CHANGES

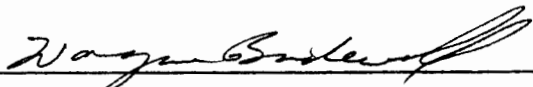
Joel Sawyer, an assistant to Professor Michael Morrison, discussed possible changes to the Census Tracts and Enumeration Districts for the 1990 Census. These proposed changes will be submitted by Professor Michael Morrison to the Census Bureau. Each Enumeration District must have between 250 and 550 houses in it.

SELECTION OF ENGINEER FOR EXTENSION OF ROADS AND UTILITIES, SITE DRAINAGES, PARKING LOT DRAINAGE AND MINIMUM FINISHED FLOOR ELEVATION FOR NEW COUNTY JAIL.

Motion was made by Comm. Roe, seconded by Comm. Harmon to accept the low proposal of Childress and Recer Engineering and Surveying of Cleburne in the amount of \$4,480.00 for the extension of roads and utilities, site drainage, parking lot drainage, and minimum finished floor elevation for new county jail.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested By:

ROBBY GOODNIGHT, County Clerk

5/8
CHILDRESS and REGER
ENGINEERING and SURVEYING

ROBERT T. CHILDRESS, JR.
Registered Professional Engineer

CLIFFORD E. REGER
Registered Public Surveyor

128 S. RIDGEWAY
CLEBURNE, TEXAS 76031

TELEPHONE
817 645-9661
817 645-9662

May 7, 1987

Honorable Wayne Bridewell, County Judge
and Johnson County Commissioner's Court
Johnson County Courthouse
Cleburne, Texas 76031

Re: Construction Cost Estimate
for Off-Site Streets and
Sewer Line to Serve Proposed
New Jail Facility

Gentlemen:

We have examined the plats and visited the site related to the proposed new County Jail facility. It is our understanding that the off-site street work will consist of extending Vantage Drive approximately 150 feet to the site, and constructing Ridgemar Drive from Kilpatrick Street to the site, a distance of approximately 391 feet. Also, a sewer line is to be constructed from Kilpatrick Street to the South line of the proposed site, a total distance of approximately 300 feet. It is our understanding that a water line is adjacent to the site and that no off-site water line construction will be needed.

We estimate that the cost to construct the streets and the sewer line will be \$29,000.00. This assumes that the standard City street and sewer specifications will be used.

We propose to provide engineering services for the project for a fixed fee of \$3,480.00. This fee will include the field work and design work to prepare construction plans and specifications, obtaining approval of plans by the City, preparing all bidding documents, soliciting bids in accordance with the laws of the State of Texas, attending the bid opening with the

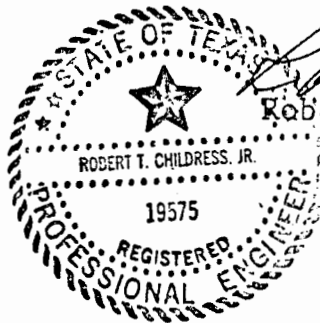
Page 2

Commissioner's Court, recommendations for contract awards, preparation of contract documents, layout for construction and general construction supervision. Upon completion of the work, we will provide a certificate of completion to the County.

If you have any questions regarding the estimate or the proposal, please call on us.

Very truly yours,

CHILDRESS & RECER

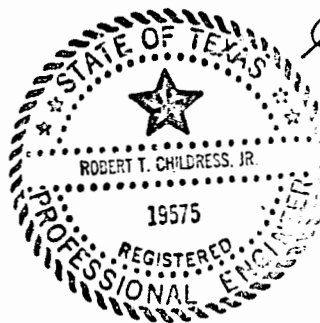


Robert T. Childress, Jr.
Robert T. Childress, Jr., P.E.

RTC/vm

ADDENDUM: July 6, 1987

We propose to furnish a grading plan for the proposed jail site, including parking lots, and to propose a finished floor elevation as requested by Architect for an additional fee of \$1,000.00.



Robert T. Childress, Jr.
Robert T. Childress, Jr., P.E.

520

RONALD J. ROBINSON, P.E.

CONSULTING ENGINEER

P.O. BOX 10003 / CLEBURNE, TEXAS 76033
817/641-3043

July 6, 1987

Johnson County Commissioners Court

Attention: Judge Wayne Bridewell

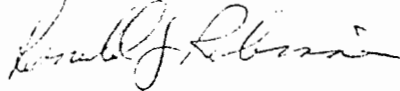
Re: Proposal for Street, Sanitary
Sewer, and Water Extensions,
Site Drainage and Finish Floor
Elevation for the new jail in
Cleburne, Johnson County.

Dear Sirs:

I am very interested in providing consulting engineering services for this project. My fee for the project will be Eight Thousand Five Hundred Dollars (\$8,500.00), and the following services will be provided:

- (1) A set of engineering plans and specifications for the streets, sanitary sewer, water, and site drainage that will be approved by the City of Cleburne, Texas.
- (2) Bid documents.
- (3) Weekly and final inspections. (No quality testing or inspection will be provided, these are usually provided by a testing lab or a geotechnical engineer.)

Sincerely,



Ronald J. Robinson, P.E.

RJR:sm



SZURGOT & ASSOCIATES, INC.

P. O. BOX 545

BURLESON, TEXAS 76028
PHONES 295-4891
645-2514

July 6, 1987

Johnson County
Commissioners Court
Cleburne, Texas 76031

In Re: Proposal for Engineering, New Jail, Cleburne

Dear Sirs,

Szurgot & Associates, Inc. proposes to design the water, sewer and street extensions for the new jail located in Cleburne, Johnson County, Texas, and proposes to provide the necessary construction staking. In addition, Szurgot & Associates, Inc. will provide additional services for staking buildings, parking lots and setting grades. This will include all bid documents and specifications.

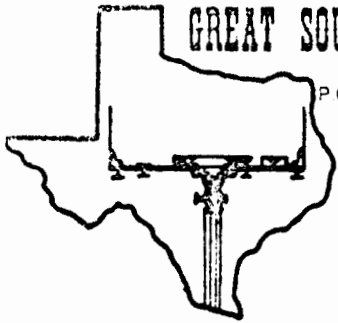
Szurgot & Associates, Inc. will provide all of the above for a fee of \$10,000.00.

Yours truly,

Barney Ballard, P. E.
Consulting Engineer

BB:pm

522



GREAT SOUTHWESTERN SURVEYORS OF TEXAS

P.O. BOX 93 • CLEBURNE, TEXAS 76031 • (817)641-3345

July 6, 1987

Hon. Wayne Bridewell
Johnson County Judge
Johnson County Court House
Cleburne, Texas 76031

Re: Engineering Proposal for Proposed County Jail Facilities

Honorable sir:

Pursuant to your request, we are submitting this proposal for site grading plan, and street and utility extensions for offsite and onsite sanitary sewer and water service to the proposed jail site. This letter supersedes the previous proposal dated June 24, 1987.

We specifically include the following items:

1. Site grading plan and preliminary drainage study.
2. Plan and profile drawings for offsite and onsite sanitary sewer.
3. Plan and profile drawings for approximately 540 feet of offsite roadway.
4. Water layout drawing.
5. Water detail sheet.
6. Sewer detail sheet.
7. Paving sections and detail sheet.
8. Construction specifications and bid documents.
9. Periodic site inspection and inspection upon completion of the project.
10. Obtain approval from the City of Cleburne for project planning.

The fee for these services would be \$5,700.00.

There is a possibility that subsurface storm water drainage systems may be necessary for this project; however, until preliminary engineering studies have been made, it is not feasible to determine the necessity for said system. Therefore, it is necessary for an additional \$1,200.00 to be placed in contingency to cover the design fee for said facilities should they become necessary.

We specifically exclude the following items:

1. Preliminary design surveying.
2. Construction surveying.

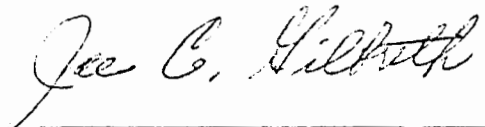
However, we would be happy to provide the excluded services after further negotiations should these services be deemed necessary for this project.

We are pleased to be asked to make this proposal to provide professional services on this project, which you can make an agreement by signing in the space provided below and returning one copy of same to our offices.

Sincerely,

Great Southwestern
Surveyors of Texas

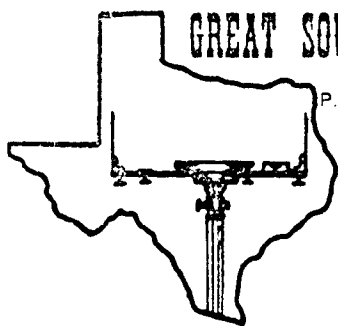
Johnson County, Texas



Joe C. Gilbreth, PE Date

JCG:ss

Hon. Wayne Bridewell, Date
County Judge



GREAT SOUTHWESTERN SURVEYORS OF TEXAS

P.O. BOX 93 • CLEBURNE, TEXAS 76031 • (817)641-3345

524

July 6, 1987

Hon. Wayne Bridewell
Johnson County Judge
Johnson County Court House
Cleburne, Texas 76031

Re: Engineering Proposal for Proposed County Jail Facilities

Honorable sir:

Pursuant to your request, we are submitting this proposal for site grading plan, and street and utility extensions for offsite and onsite sanitary sewer and water service to the proposed jail site. This letter supersedes the previous proposal dated June 24, 1987.

We specifically include the following items:

1. Site grading plan and preliminary drainage study.
2. Plan and profile drawings for offsite and onsite sanitary sewer.
3. Plan and profile drawings for approximately 540 feet of offsite roadway.
4. Water layout drawing.
5. Water detail sheet.
6. Sewer detail sheet.
7. Paving sections and detail sheet.
8. Construction specifications and bid documents.
9. Periodic site inspection and inspection upon completion of the project.
10. Obtain approval from the City of Cleburne for project planning.

The fee for these services would be \$5,700.00.

There is a possibility that subsurface storm water drainage systems may be necessary for this project; however, until preliminary engineering studies have been made, it is not feasible to determine the necessity for said system. Therefore, it is necessary for an additional \$1,200.00 to be placed in contingency to cover the design fee for said facilities should they become necessary.

We specifically exclude the following items:

1. Preliminary design surveying.
2. Construction surveying.

However, we would be happy to provide the excluded services after further negotiations should these services be deemed necessary for this project.

We are pleased to be asked to make this proposal to provide professional services on this project, which you can make an agreement by signing in the space provided below and returning one copy of same to our offices.

Sincerely,

Great Southwestern
Surveyors of Texas

Johnson County, Texas



Joe C. Gilbreth, PE Date

JCG:ss

Hon. Wayne Bridewell, Date
County Judge

526

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JULY 13, 1987 - 9:00 A.M.

9:00 READING OF BILLS
 APPROVAL OF MINUTES

9:30 CONSIDERATIONS

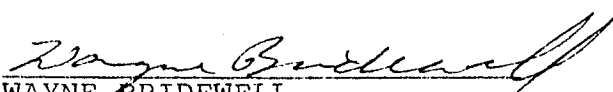
1. Election Commission Report
2. Johnson County Historical Commission
3. Buchanan Cemetery
4. Appointment of Board Member to MHMR Center
5. Advertising for Bids
6. Request for Asst. Medical Examiner to attend
a Seminar
7. Award bid on purchase of steel wheel roller
for Prec. # 1
8. Texas Association of Counties Post Legislative
Council Meeting in Austin on July 29 & 30
9. Indigent Health Care
10. Subdivision Rules
11. Flood Insurance Program
12. Market Square
13. Construction of New County Jail
14. Request for Juvenile Officer to attend Seminar
15. Appointment of Election Judges
16. Probate Judge's Seminar in Dallas

10:00 OPEN BIDS ON MOTOR-GRADER AND ROLLER FOR PREC. # 2,
 PICKUP TRUCK FOR PREC. # 3

11:00 JOHNSON COUNTY ADULT PROTECTIVE SERVICES

1:30 MANDALAY SUBDIVISION

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

Posted: 9:00 A.M.
July 10, 1987

JULY 13, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 13th day of July, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the minutes of the meeting on July 6, 1987 as written.

All voted aye; motion passed.

CONSIDERATIONS

1. INDIGENT HEALTH CARE

No action taken.

4. APPOINTMENT OF BOARD MEMBER TO MHMR CENTER

No action taken.

2. JOHNSON COUNTY HISTORICAL COMMISSION

Motion was made by Comm. Miller, seconded by Comm. York to appoint Bob Carlock of the Union Hill Community and Melvin Jackson of the Alvarado area as members of the Johnson County Historical Commission.

All voted aye; motion passed.

3. BUCHANAN CEMETERY

No action taken.

6. REQUEST FOR ASST. MEDICAL EXAMINER TO ATTEND A SEMINAR

No action taken.

READING OF BILLS

Motion was made by Comm. Miller, seconded by Comm. Roe to approve the bills as presented by the County Auditor.

All voted aye; motion passed.

CONSIDERATIONS5. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. Harmon to advertise for the changing of oil, filters and greasing vehicles for the Sheriff's Department, air conditioning and heating repairs for county buildings including the jail, automobile repairs for the Sheriff's Department and unleaded gasoline for the Sheriff's Office.

All voted aye; motion passed.

1. ELECTION COMMISSION REPORT

Copies of the Recommendations of the Election Commission were given to the members of the Commissioners Court. Bob Craft, Ed Carroll, Robby Goodnight and Wayne Bridewell reviewed the recommendations. Loy Norris was unable to attend, because he had gone to a funeral in Dallas.

Motion was made by Comm. Miller, seconded by Comm. Harmon to appoint the Election Commission as a standing committee to be called at the will of the Chairman as needed to consider and resolve election problems that occur in the future and the Election Commission shall consist of the County Judge as Chairman, County Clerk, County Tax Collector and the Chairperson of the Democratic Party and the Chairperson of the Republican Party.

All voted aye; motion passed.

OPEN BIDS ON MOTOR GRADER AND ROLLER FOR
PRECINCT # 2 AND PICKUP TRUCK FOR PRECINCT # 3

Bids were received on the motor grader from Darr Equipment in the total amount of \$96,525.00 with interest on a new motorgrader, and Waukesha-Pearce Ind. in the total amount of \$52,550.58 with interest for a demonstrator motorgrader.

Bids were received on the Vibratory Sheepsfoot Soil Compactor from Case Power & Equipment in the total amount of \$47,524.23 with interest for a new roller, Waukesha-Pearce Ind. in the total amount of \$33,989.73 with interest for a demonstrator roller, Nichols Machinery in the total amount of \$40,274.72 with interest for a used roller, and Darr Equipment in the total amount of \$57,274.00 with interest for a new roller.

Comm. Harmon said that he had negotiated with the low bidder for the motorgrader and Waukesha-Pearce Ind. had agreed to a reduced total price of \$45,218.00 with interest. He also said that he had negotiated with the low bidder for the Vibrating Sheepsfoot Soil Compactor, and Waukesha-Pearce Ind. had agreed to a reduced price of \$ 29,748.75 with interest.

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the Comm. in Precinct # 2 purchasing the demonstrator motor grader from Waukesha-Pearce Ind. for a total price of \$45,218.00 with interest and a demonstrator Vibratory Sheepsfoot Soil Compactor from Waukesha-Pearce Ind. for a total price of \$29,748.75 with interest on a municipal lease with 7½% interest.

All voted aye; motion passed.

One bid was received from Sunshine Chrysler-Plymouth-Dodge of Cleburne for two new pickups for Precinct # 3. A copy of this bid is attached to the minutes. The Commissioner in Precinct # 3 will study this bid.

No action taken.

CONSIDERATIONS7. AWARD BID ON PURCHASE OF STEEL WHEEL ROLLER FOR PRECINCT # 1

Motion was made by Comm. Harmon, seconded by Comm. Miller to reject the bid for a steel wheel roller for Precinct # 1.

All voted aye; motion passed.

12. MARKET SQUARE

The Commissioners Court would like for the Downtown Merchants Assoc. to submit written recommendations concerning the use of Market Square. The Commissioners Court will consider these recommendations at 9:30 A.M. on July 20, 1987, at the next meeting.

15. APPOINTMENT OF ELECTION JUDGES

No action taken.

8. TEXAS ASSOCIATION OF COUNTIES POST LEGISLATIVE COUNCIL MEETING IN AUSTIN ON JULY 29 and 30

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve Comm. York, Comm. Miller, County Judge and County Auditor attending the Texas Association of Counties Post Legislative Council Meeting in Austin on July 29 and 30, 1987.

All voted aye; motion passed.

16. PROBATE JUDGE'S SEMINAR IN DALLAS

Motion was made by Comm. Harmon, seconded by Comm. York to approve the County Judge attending a Probate Judge's Seminar in Dallas on August 6 and 7, 1987 and paying the registration fee of \$50.00.

All voted aye; motion passed.

LUNCH RECESS

Commissioners recessed for lunch at 12:00 P.M.

Commissioners reconvened into open court at 1:40 P.M.

MANDALAY SUBDIVISION

The Commissioners Court considered the developer's request for exceptions to the Subdivision Regulations passed in 1986.

Motion was made by Comm. Harmon, seconded by Comm. Miller to deny the requested exceptions for the Mandalay Subdivision and the 1986 subdivision standards shall apply.

All voted aye; motion passed.

CONSIDERATIONS

14. REQUEST FOR JUVENILE OFFICER TO ATTEND SEMINAR

Motion was made by Comm. York, seconded by Comm. Miller to approve Jane James, a Juvenile Probation Officer, attending a seminar on Child Abuse Identification and Intervention in Austin on July 28-30, 1987.

All voted aye; motion passed.

The meeting was adjourned.

WAYNE BRIDEWELL, County Judge

Attested By:

ROBBY GOODNIGHT, County Clerk

532

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Darr Equipment Co.

P.O. Box 20737

Dallas, TX 75220

Attn: David Wilmoth

Signature: David Wilmoth

Name and title: David Wilmoth, Sales Manager

Date of bid: July 9, 1987

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of CP323: Caterpillar

From existing stock or to be ordered: Ordered

Unit price per each as specified: 54,815 + 2,457 for optional blade

Total bid price: \$54,815

Delivery date anticipated: 4 weeks from date of order

Factory or dealer warranties: six month warranty

Name and location of authorized repair stations: Darr Equipment Co.

Dallas, Ft. Worth, Waco, Wichita Falls, Tyler, Texarkana, Sherman

Company Name: Darr Equipment Co.

Representative: David Wilmoth David Wilmoth

July 9 1987

County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Conley Lott Nichols Machinery Co.

1311 S. Ervay St.

Dallas Tex 75215

Signature: _____

Name and title: Gene Secrest- Sales Rep

Date of bid: 7-8-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of 172PD (PDB) : Bomag

From existing stock or to be ordered: Used in stock- new at factory in Ohio

Unit price per each as specified: New 172PD-47,179.00; New 172PDB w/Blade 50,589.00
Used 172PD 36,379.00

Total bid price: New 172PD- 47,179.00, New 172PDB w/Blade 50,589.00 Used 172PD
36,379.00

Delivery date anticipated: 2 to 7 days subject to availability or prior sale

Factory or dealer warranties: New powertrain 3 years or 5000 hours whichever first
occurs, used is 24 month parts warranty.

Name and location of authorized repair stations: _____
Conley Lott Nichols Machinery Co. 1311 So. Ervay St., Dallas, Texas

Company Name: Conley Lott Nichols Machinery Co.

Representative: Gene Secrest

533

534

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Waukesha-Pearce Industries, Inc.

P.O. Box 560585

Dallas, Texas 75356-0585

Signature: Charles Whippo

Name and title: Charles Whippo - Sales Rep.

Date of bid: 7/7/87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Dresser
Model, make of Galion: PD66A - Demo

From existing stock or to be ordered: Stock

Unit price per each as specified: \$28,564.00 * blade option add \$3,830.00

Total bid price: \$28,564.00

Delivery date anticipated: Seven Days

Factory or dealer warranties: 3 years/5,000 hours

Name and location of authorized repair stations: Waukesha-Pearce
525 N. Loop 12, Irving, Tx 75061

Company Name: Waukesha-Pearce Ind. Inc.

Representative: Charles Whippo

7/7/87

Cab: Open ROPS

Standard Equipment: 12-volt electrical system. Heavy-duty battery. 42-AMP alternator. Horn. Two-stage dry-type air cleaner with service indicator. Hood sides. Muffler. Lockable instrument panel. Limited slip differential. Parking brake. Hydraulic wheel brakes. Automatic neutral start switch with neutral detent. Upholstered, adjustable bucket seat. Articulated hydrostatic steering. 14.9 X 24-6 ply sure ground grip tires. Automatic vibrator reversing. Drum scraper with reversible cleaner bars. Hydrostatic transmission, back-up alarm.

Warranty: Bidder must specify warranty for new unit for defective parts, workmanship and power-train. Demonstrator unit must be warranted not less than 24 months.

Manuals: One (1) each of operators manual, parts, catalog and technical manual shall be provided with unit at time of delivery.

Delivery: Complete printed literature and/or specifications of unit must be included with each bid. Each bidder shall specify the delivery which shall not be more than 7 days after receipt of purchase order.

Comparable Equipment: Manufacturer specified equipment known to meet these specifications are: BOMAG 172

Financing: Shall be under municipal lease purchase plan for a thirty six (36) month program with annual payment on January 1st of each calendar year.

Bid: Rate of simple interest: 7.0% APR
Annual payment: _____
Total bid: _____

Bid: Unit 1 - 1987 Case 602PD \$44,483.00

Unit is interest free until January, 1988. Equal payments of \$15,841.41
\$15,841.41 January, 1988
\$15,841.41 January, 1989
\$15,841.41 January, 1990
\$47,524.23 TOTAL PAYOUT

Bid: Unit 2 - 1987 Case 602PD with Leveling Blade \$47,898.00

Unit is interest free until January, 1988. Equal payments of \$17,057.57
\$17,057.57 January, 1988
\$17,057.57 January, 1989
\$17,057.57 January, 1990
\$51,172.71 TOTAL PAYOUT



Jim Thomas
General Manager

CASE POWER & EQUIPMENT

536

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Darr Equipment Co.

P.O. Box 20737

Dallas, TX 75220

Signature: David Wilmoth

Name and title: David Wilmoth/Sales Manager

Date of bid: July 3, 1987

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of 140G: Caterpillar

From existing stock or to be ordered: Stock

Unit price per each as specified: \$96,525.00

Total bid price: \$96,525.00 less Trade (14,000) Net bid \$82,525.00

Delivery date anticipated: July 20, 1987

6 month full warranty; up to 3 years or 5,000
Factory or dealer warranties: hours extended power train warranty.

Name and location of authorized repair stations: Darr Equipment Co.
Dallas Fort Worth, Waco, Wichita Falls, Tyler, Texarkana, Sherman .

Company Name: Darr Equipment Co.

Representative: David Wilmoth

July 7, 1987

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Waukesha-Pearce Ind.Inc.

P.O. Box 560585

Dallas, Tx 75356-0585

Signature: Charles Whippo

Name and title: Charles Whippo -Sales Rep.

Date of bid: 7/7/87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of Dresser: A550 Demo

From existing stock or to be ordered: Stock

Unit price per each as specified: A550 Demo \$67,162, Less Trade-IN \$23,000

Total bid price: Net Bid Price After Trade \$44,162.00

Delivery date anticipated: Seven Days

Factory or dealer warranties: 3 year/5,000 Hrs.

Name and location of authorized repair stations: Waukesha-Pearce
525 N. Loop 12, Irving, Tx 75061

Company Name: Waukesha-Pearce Ind.Inc.

Representative: Charlie Whippo

537

538

RECOMMENDATIONS OF ELECTION COMMISSION

1. Central Scanning Ballot System

Motion was made by Bob Craft, seconded by Loy Norris to recommend that Johnson County use a central scanning ballot system, including software for programming, and special ballot boxes.

All voted aye; motion passed.

2. Minimum Training For Election Judges

Motion was made by Robby Goodnight, seconded by Bob Craft to recommend that minimum standards of training for election judges and alternate judges be required for all county wide elections.

All voted aye; motion passed.

3. Boundary Lines Of Box 22

Motion was made by Robby Goodnight, seconded by Bob Craft to recommend that the boundary lines of Box 22 in Keene be extended west to C.R. 805 A and C. R. 805.

All voted aye; motion passed.

4. Changes In Designated Polling Places

Motion was made by Loy Norris, seconded by Bob Craft to recommend that designated polling places be changed to those recommended by the Election Commission. A copy of the recommended designated polling places is attached hereto as Exhibit A.

All voted aye; motion passed.

5. Road Signs On County Roads

Motion was made by Bob Craft, seconded by Robby Goodnight to recommend that the Commissioners install uniform readable road signs on tall posts on all county roads as their budgets and time constraints will allow and encourage service clubs and citizens in the county to donate funds for this purpose.

All voted aye; motion passed.

6. Postal Service

Motion was made by Loy Norris, seconded by Bob Craft to recommend that the Postal Service consider changing from rural route designations to county road designations on mailing addresses.

All voted aye; motion passed.

7. Combination Form For Voters Lists

Motion was made by Loy Norris, seconded by Bob Craft to recommend that Johnson County use a Combination Form (List of Registered Voters - Poll List, Signature Roster, Affidavits) for the Voter Lists that is used by Midland County.

All voted aye; motion passed.

8. Review Of Voter Registration Lists

Motion was made by Ed Carroll, seconded by Robby Goodnight to recommend that volunteer groups review the Voter Registration List to determine if persons are in the incorrect voting box or precinct and report this to the Voter Registration Office.

All voted aye; motion passed.

9. Assistance To Election Judges

The County Clerk's Office and the Voter Registrar's Office will be open from 7:00 A.M. to 7:00 P.M. on election days to assist Election Judges and voters.

10. Election Commission

Motion was made by Loy Norris, seconded by Robby Goodnight to recommend that the Election Commission be appointed by the Commissioners Court as a standing committee to be called at the will of the Chairman as needed to consider and resolve election problems that occur in the future.

These meetings would be open to the public and election judges, clerks and other interested persons would be invited to attend.

All voted aye; motion passed.

548

SUNSHINE

Chrysler Plymouth Dodge, Inc.

2235 N. MAIN

CLEBURNE, TEXAS 76031

645-3953

Fort Worth/Dallas 477-3158



CHRYSLER



Dodge

Dodge Trucks

JULY 10, 1987

JOHNSON COUNTY AUDITOR'S OFFICE
JOHNSON COUNTY COURTHOUSE, ROOM 102
CLEBURNE, TEXAS 76031

PLEASE EXCEPT MY BID FOR (2) 1987 DODGE D-100 SWEPTLINE PICKUPS.

THESE UNITS ARE IN STOCK READY FOR IMMEDIATE DELIVERY.

THESE UNITS ARE WITHIN SPECIFICATIONS AS PER BID WITH THESE
ADDITIONS.

(A) CLOTH AND VINYL INTERIOR

(B) OPTIONAL 30 GALLON FUEL TANK

(C) EXTERIOR PAINT SEALANT AND FABRIC PROTECTOR

(D) 2 SPEED WIPERS

I WILL HOLD THESE UNITS UNTIL THE 20TH OF JULY FOR YOUR APPROVAL
AT WHICH TIME I WILL HAVE TO PUT THEM BACK IN INVENTORY FOR RETAIL.

SINCERELY,

BILL FORD
SALES MANAGER

AUTHORIZED DEALER  CHRYSLER
CORPORATION

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

* SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

JULY 16, 1987 - 9:00 A.M.

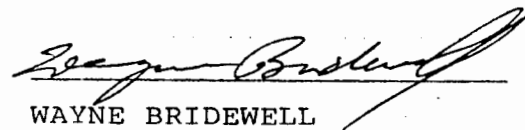
9:00 A.M.

CONSIDERATIONS

1. Parkey & Partners Architects, Inc.
2. Optional County Sales Tax

- * This meeting is being called as a matter of urgent public necessity, because Parkey and Partners Architects, Inc. are in the process of preparing the new jail construction plans and are in urgent need of financial arrangements to be made due to the delay in receiving funds from the Issuance of Certificates of Obligation and information has just been received from the State Comptroller's Office concerning the effects of the Optional County Sales Tax.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 4:00 P.M.
July 15, 1987

542

JULY 16, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this 16th day of July, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called meeting with all members, except Jimmie York, Commissioner of Precinct #3, present, and considered the following:

CONSIDERATIONS

1. Parkey & Partners, Architects, Inc.

Motion was made by Comm. Roe, seconded by Comm. Miller, to issue a check to Parkey & Partners Architects, Inc. jointly with the Independence Bank of Plano in the amount of \$27,500.00, the first 10% of the contract between Parkey & Partners and Johnson County. This check is to be drawn on the Right of Way Fund, which will be reimbursed as soon as the money is received from the Certificates of Obligation.

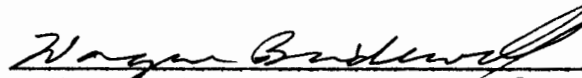
All voted aye; motion passed.

2. Optional County Sales Tax

Judge Bridewell apprised the Commissioners' Court of the effects of the county sales tax, should said tax come into being after the election of August 8, 1987.

No action taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
JULY 20, 1987 - 9:00 A.M.

9:00 A.M.

APPROVAL OF MINUTES

9:10

CONSIDERATIONS

1. Market Square
2. Appointment of Election Judges for Optional County Sales Tax Election on August 8, 1987
3. Adult Probation Office
4. County Road Signs
5. Indigent Health Care Program
6. Optional County Sales Tax Election
7. Request by Sheriff to attend Sheriff's Convention
8. County Treasurer's Quarterly Report
9. Advertising for Bids
10. Purchase of Pick-up truck for Pre. #3
11. Request by City of Alvarado to mow around sewer plant
12. Election Commission Recommendations
13. Minimum Training for Election Judges and Alternate Judges
14. Alvarado Reunion Parade

11:00

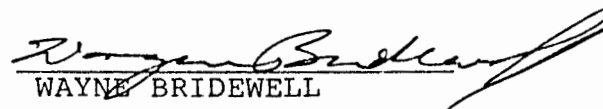
EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation.
2. Reconvene into open session for potential action resulting from Executive Session pertaining to litigation.

12:00 P.M.

TOUR OF I.B.M. COMPUTER OFFICE AT 201 MAIN STREET,
FORT WORTH, TEXAS

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
July 17, 1987

543

544

JULY 20, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 20th day of July, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called meeting with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the minutes of the meetings of July 13 and July 16, 1987, as presented.

All voted aye; motion passed.

CONSIDERATIONS

8. COUNTY TREASURER'S QUARTERLY REPORT

Motion was made by Comm. York, seconded by Comm. Miller, to approve the County Treasurer's quarterly report.

All voted aye; motion passed.

3. ADULT PROBATION OFFICE

Rod Williams, Director of Adult Probation Office, requested additional phone lines, but he needs to get additional information from Lanier to determine what exactly needs to be done and what the cost will be. The Court requested that Mr. Williams wait until after October 1, 1987, when the next fiscal year begins.

No action taken.

4. COUNTY ROAD SIGNS

Samples and prices of county road signs were given to the Court.

No action taken.

1. MARKET SQUARE

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve limiting parking on those parking spaces at Market Square next to Main Street to vendors who would pay \$2.00 a day, \$10.00 a week, or \$40.00 a month per space, and that under this statute, violation of this parking regulation would constitute a Class C misdemeanor with cars being towed away and stored at owner's expense. A sign will be posted on each end of the front row parking spaces next to Main Street notifying people of these parking regulations.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve reserving stalls under the shed at the Market Square for vendors at a cost of \$5.00 per day. Violation of this parking regulation would constitute a Class C misdemeanor with cars being towed away and stored at owner's expense. A sign will be posted on each end of the shed notifying people of these parking regulations.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe, to require that all vendors renting spaces at the Market Square be responsible for removing any boxes and trash that they would have at their rental spaces.

All voted aye; motion passed.

10. PURCHASE OF PICKUP FOR PRECINCT #3

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the rejection of the bids for purchase of two new pickup trucks for Precinct #3.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the Commissioner in Precinct #3 purchasing a used pickup truck for which he advertised twice before and received no bids.

All voted aye; motion passed.

546

9. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon, to approve the Commissioner in Precinct #4 advertising for the purchase of a used late model pickup truck.

All voted aye; motion passed.

11. REQUEST BY CITY OF ALVARADO

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the Commissioner in Precinct #3 mowing around the sewer plant in the City of Alvarado, with the City of Alvarado paying the actual costs of labor and materials used.

All voted aye; motion passed.

13. MINIMUM TRAINING FOR ELECTION JUDGES AND ALTERNATE JUDGES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to require minimum training of two hours for election judges and alternate judges.

All voted aye; motion passed.

14. ALVARADO REUNION PARADE

Judge Bridewell told the Commissioners they were invited to participate in the Alvarado Reunion Parade.

No action taken.

7. REQUEST BY SHERIFF TO ATTEND SHERIFF'S CONVENTION

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the Sheriff attending a Sheriff's Convention in Fort Worth on July 20 and July 21, 1987.

All voted aye; motion passed.

5. INDIGENT HEALTH CARE

No action taken.

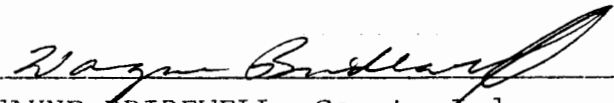
RECESS

Commissioners' Court recessed at 11:20 a.m. to go to Fort Worth to tour the IBM Computer Offices.

Motion was made by Comm. Harmon, seconded by Comm. Miller to advertise for competitive proposals for a central computer system for Johnson County.

All voted aye except for Comm. Roe who was not there.
Motion passed.

The meeting was adjourned.



WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

548

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE JULY 27, 1987 - 9:00 A.M.

9:00 SUBDIVISIONS

1. Shaded Lane Estates - Precinct 3
2. Hidden Glen Estates - Precinct 3
3. Nolan River Estates, Phase III - Precinct # 1
4. Rancho Villa - Precinct # 4
5. Rolling Oaks - Precinct # 4

9:00 READING OF BILLS APPROVAL OF MINUTES

9:30 CONSIDERATIONS

1. Request of County Treasurer to attend a Seminar
2. Appointment of Election Judges and Alternate Judges for the August 8, 1987 Election
3. Request by City of Venus to Annex County Road 214
4. Request of Juvenile Officer to attend a Seminar
5. Advertising for Bids
6. Line Item Budget Amendment
7. Appointment of Manager, Tabulation Supervisor, and Presiding Judge for Central Vote Counting System
8. Resolution on location of central vote counting station, sealed ballot boxes and starting time for processing ballots
9. Lockhart and Company
10. Adult Probation Office
11. County Road Signs
12. Old Hospital Building
13. Johnson County Historical Commission
14. Construction of New Jail
15. Computer System
16. Indigent Health Care Program
17. Subdivision Rules

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.

POSTED: 9:00 A.M.
July 24, 1987


WAYNE BRIDEWELL
County Judge

JULY 27, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 27th day of July, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve payment of bills as presented by the Auditor.

All voted aye; motion passed.

SUBDIVISIONS

1. SHADED LANE ESTATES

Motion was made by Comm. York, seconded by Comm. Miller, to approve the County's acceptance of the roads in the Shaded Lane Estates subdivision, Phase I, for county maintenance, said roads having been maintained by the developer for at least two years after they were completed.

All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Miller, to require the developer in the Shaded Lane Estates, Phase II, subdivision posting a new letter of credit for construction of roads in the amount of \$200,000.00 for one year and a new \$5,000.00 Letter of Credit for any repairs necessary to C.R. 608 for 1 year.

All voted aye; motion passed.

2. HIDDEN GLEN ESTATES

Motion was made by Comm. York, seconded by Comm. Miller, to approve the County's acceptance of the roads in the Hidden Glen Estates subdivision, Phase I and Phase II for county maintenance, said roads having been maintained by the developer for at least two years after they were completed.

All voted aye; motion passed.

550

CONSIDERATIONS

10. ADULT PROBATION OFFICE

Rod Williams, Director of Adult Probation, reported to the Court that a new phone system for his office will cost a total of \$2,829.67, including the trade-in of his present system. He reported that he can use his present system until the budget is set for the next fiscal year.

No action was taken.

3. REQUEST BY CITY OF VENUS TO ANNEX COUNTY ROAD 214

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the City of Venus annexing a portion of C.R. 214 beginning on County Road 214 at the Venus city limits and extending south 2600 feet. The annexation would include the width of the existing county right of way.

All voted aye; motion passed.

11. COUNTY ROAD SIGNS

No action taken.

6. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the line item budget amendments as presented by the Auditor.

All voted aye; motion passed.

RECESS

Commissioners recessed at 10:00 a.m.

Commissioners reconvened into open court at 10:35 a.m.

CONSIDERATIONS

5. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. York, to approve the advertising for the purchase of 1 to 4 patching machines.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. York,
to authorize advertising for bids for the hauling of road materials.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Miller, seconded by Comm. York,
to approve the minutes as written for the meeting on July 20, 1987.

All voted aye; motion passed.

CONSIDERATIONS

2. APPOINTMENT OF ELECTION JUDGES AND ALTERNATE JUDGES FOR THE AUGUST 8, 1987, ELECTION

Motion was made by Comm. York, seconded by Comm. Miller,
to approve the appointment of Susan Terry as Election Judge for
Voting Precinct #1 and Jeanette Munn as Election Judge for Voting
Precinct #22 for the Optional County Sales Tax Election on August 8,
1987.

All voted aye; motion passed.

7. APPOINTMENT OF MANAGER, TABULATION SUPERVISOR, AND PRESIDING JUDGE FOR CENTRAL VOTE COUNTING SYSTEM

Motion was made by Comm. Harmon, seconded by Comm. Roe, to
approve the appointment of Robby Goodnight as Manager, Karen
Alexander as Tabulation Supervisor, and Travis Prine as Presiding
Judge for the Central Vote Counting System.

All voted aye; motion passed.

8. RESOLUTION ON LOCATION OF CENTRAL VOTE COUNTING SYSTEM STATION, SEALED BALLOT BOXES AND STARTING TIME FOR PROCESSING BALLOTS

Motion was made by Comm. Miller, seconded by Comm. Harmon, to
approve the location of central vote counting station in the
Auxiliary Courtroom in the Courthouse basement, that the ballot
boxes would be sealed before the Election Judges pick them up where
the boxes could not be opened, with the Judges sealing the flaps
as soon as the polls were closed on election day. The processing
of absentee ballots would not begin before 5:00 p.m. on election
day, and other ballot boxes would not be processed before 7:00 p.m.

552

on election day for the Optional County Sales Tax Election on August 8, 1987.

All voted aye; motion passed.

1. REQUEST OF COUNTY TREASURER TO ATTEND A SEMINAR

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the County Treasurer attending a seminar in Odessa on September 22-24, 1987.

All voted aye; motion passed.

4. REQUEST OF JUVENILE OFFICER TO ATTEND A SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Susan Musick, Juvenile Probation Officer, attending an Institute on Children and Youth at Hunt, Texas, on September 13-17, 1987.

All voted aye; motion passed.

13. JOHNSON COUNTY HISTORICAL COMMISSION

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the appointment of Jodell McLean of Cleburne to the Johnson County Historical Commission.

All voted aye; motion passed.

EXECUTIVE SESSION

Commissioners went into Executive Session at 11:25 a.m. to discuss litigation matters with the County Attorney.

Commissioners reconvened into open court at 12:15 p.m.

No action was taken as a result of the Executive Session.

LUNCH RECESS

Commissioners recessed for lunch at 12:15 p.m.

Commissioners reconvened into open court at 1:35 p.m.

CONSIDERATIONS

14. CONSTRUCTION OF NEW JAIL

Commissioners met with Danny Butler, Construction Manager of the new jail.

No action was taken.

17. SUBDIVISION RULES

No action was taken.

15. COMPUTER SYSTEM

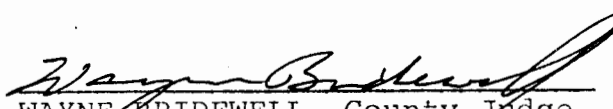
Representatives of IBM made a presentation to the Court about the County's needs for computerization.

No action was taken.

12. OLD HOSPITAL BUILDING

No action was taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk



WAYNE BRIDEWELL
COUNTY JUDGE
JOHNSON COUNTY

Johnson County Courthouse
Third Floor
Cleburne, Texas 76031

July 28, 1987

(817) 641-4421
Ft. Worth 295-8550
Metro 477-3222

John Daniel
Director of Public Works
City of Venus
Box 380
Venus, Texas 76084

RE: Annexation of County Rd. 214

Dear John;

I have enclosed a copy of the request for annexation of the following property:

Beginning on County Rd. 214 at the Venus City limits and extending south for 2600 ft.

The request for annexation would include the width of right of way of County Rd. 214.

Please contact me if you need any additional information.

Very truly yours,



WAYNE BRIDEWELL
County Judge

WB/dd
Enc.
CC: Commissioners

CITY COUNCIL
Bernice Clower
Judy Faulkner
Terry Slough
Tim White
Glen Woolard

CITY OF VENUS
BOX 380 • VENUS, TEXAS 76084
PHONE (214) 366-3348

James Flatt
MAYOR
Kathleen White
CITY SECRETARY

(2)

Johnson County Commissioners
Johnson County
Cleburne, Tx. 76031

Dear Sirs:

The City of Venus wishes to annex a portion of
County Road 109 and County Road 214.

The dimensions are as follows and are seperatly
enclosed documents.

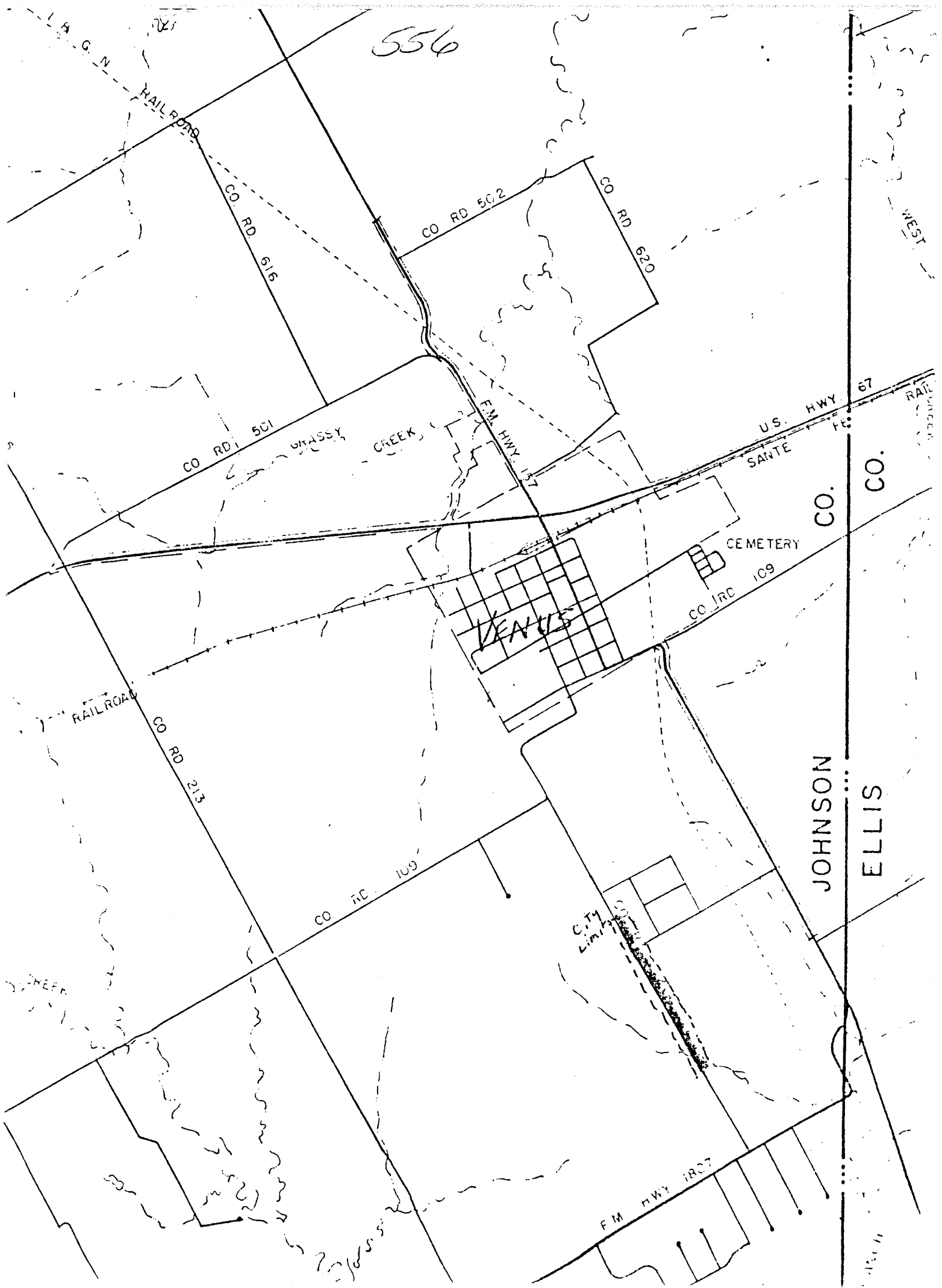
Beginning on County Rd. 214 at the Venus City
limits and extending south for 2600 ft.

Your consideration will be deeply appreciated.

Sincerely yours,

John Daniel
Director of Public Works

JD/mr



TO THE MAYOR AND GOVERNING BODY OF THE CITY OF VENUS, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Venus, Texas, the following described territory, to-wit:

See Exhibit "A", attached and incorporated for all purposes.

We certify that the above described tract of land is contiguous and adjacent to the City of Venus, Texas, is not more than one-half ($\frac{1}{2}$) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Wayne Bridewell
County Judge of
Johnson County, TEXAS

THE STATE OF TEXAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Bridewell, County Judge of Johnson
County, TEXAS, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of July, 1987.

(Seal)

Robert G. Good
County Clerk, Johnson County, Texas
Notary Public in and for the State
of Texas

submitted 7/27/87

558

19

LINE ITEM ADMENDMENTS

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>ROAD & BRIDGE # 4</u>			
Road Repair Supplies		\$20,700.00	\$(20,700.00)
Extra Labor	\$20,000.00		20,000.00
Utilities	700.00		700.00
<u>ROAD & BRIDGE # 3</u>			
Utilities	750.00		750.00
Equipment	10,000.00		10,000.00
Extra Labor	10,000.00		10,000.00
Road Repair Supplies		20,750.00	(20,750.00)
<u>COUNTY CLERK</u>			
* Record Books	2,000.00		2,000.00
<u>QUALITY CONTROL</u>			
Miscellaneous	100.00		100.00
Telephone		100.00	(100.00)
<u>NON-DEPARTMENTAL</u>			
Office Supplies	10,000.00		10,000.00
Bonds	1,200.00		1,200.00
Court Appt. Atty - County	10,000.00		10,000.00
Court Appt. Atty - Other	20,000.00		20,000.00
Equipment	5,000.00		5,000.00
Dues & Conferences	7,500.00		7,500.00
Insurance Auto & Truck	705.00		705.00
* Operating Reserve	80,000.00	76,405.00	3,595.00
<u>JUSTICE OF THE PEACE</u>			
Record Books	300.00		300.00
Telephone & Postage # 2		300.00	(300.00)
<u>COUNTY AUDITOR</u>			
Postage	373.49		373.49
Part-Time Clerk		373.49	(373.49)

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>COURTHOUSE & JAIL</u>			
Repairs & Replacements	\$ 2,500.00		\$ 2,500.00
Operating Supplies		\$ 2,500.00	(2,500.00)
<u>SHERIFF</u>			
* Groceries	20,000.00		20,000.00
<u>CHILD WELFARE</u>			
* Foster Care		80,000.00	(80,000.00)
<u>JVP-TJC</u>			
Deputies -TJC		1,125.24	(1,125.24)
Travel Deputies - TJC	1,125.24		1,125.24
<u>HOSPITAL PROCEEDS - MEMORIAL HOSPITAL</u>			
Building Supt.	4,500.00		4,500.00
Utilities	12,000.00		12,000.00
<u>HOSPITAL PROCEEDS - MISC.</u>			
Counseling		4,500.00	(4,500.00)
Indigent Health Care		12,000.00	(12,000.00)
<u>HOSPITAL PROCEEDS - MEDICAL EXAMINER</u>			
Equipment	100.00		100.00
Postage & Telephone		100.00	(100.00)

560

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

AUGUST 3, 1987 - 9:00 A.M.

9:00 A.M.

SUBDIVISIONS

1. Buffalo Hills, Phase III Cancellation- Prec. 2
2. Trailwood Estates, Phase I Lot 1Blk 1 Rev. -Prec.3
3. Bent Oaks - Preliminary - Prec. 3
4. Woodlands South - Preliminary - Prec. 3

9:30

APPROVAL OF MINUTES

9:35

CONSIDERATIONS

1. Request of Asst. Medical Examiner to attend a Seminar
2. First Southwest Company
3. Construction of New County Jail
4. State Department of Highways and Public Transportation
5. Appointment of Alternate Judges for Optional County Sales Tax Election on August 8, 1987
6. Advertising for Bids
7. Old Hospital Building
8. Computer System
9. Award of bid for Pharmacy Service at County Jail
10. County Road Signs
11. County Road Classification System
12. Appointment of Board Member to MHMR Center

1:30

TOUR OF MACDONALD-DOUGLAS COMPUTER OFFICES IN DALLAS, TEXAS

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
July 31, 1987

AUGUST 3, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 3rd day of August, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present, except Ron Harmon, Commissioner of Precinct #2, and considered the following:

SUBDIVISIONS

1. BUFFALO HILLS, PHASE III CANCELLATION

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the cancellation of the Buffalo Hills subdivision, Phase III.

All voted aye; motion passed.

3. BENT OAKS - PRELIMINARY

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the preliminary plat of the Bent Oaks subdivision.

All voted aye; motion passed.

4. WOODLANDS SOUTH - PRELIMINARY

Motion was made by Comm. York, seconded by Comm. Miller, to approve the preliminary plat of the Woodlands South subdivision, Lots 1-10.

All voted aye; motion passed.

CONSIDERATIONS

10. COUNTY ROAD SIGNS

Samples of signs were presented to the Court; no action was taken.

SUBDIVISIONS

2. TRAILWOOD ESTATES, PHASE I, LOT 1, BLOCK 1 REVISION

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the revision of Lot 1, Block 1, of the Trailwood Estates

561

562

subdivision, into Lots 1A, 1B, and 1C of Block 1, subject to the developer relocating the lateral lines for a septic system located in Lot 2 and Lot 1C, where all the lateral lines will be located within those two lots and approved by the Quality Control inspectors.

All voted aye; motion passed.

CONSIDERATIONS

9. AWARD OF BID FOR PHARMACY SERVICE AT COUNTY JAIL

Bids from Cleburne Pharmacy and Medical Arts Pharmacy were received, copies of which are attached to these minutes.

Motion was made by Comm. Roe, seconded by Comm. Miller, to accept the low bid from Medical Arts Pharmacy for pharmacy services at the jail. The bid is \$3.00 per prescription and 20% markup on over-the-counter items. This bid will be effective on September 1, 1987.

All voted aye; motion passed.

ASSISTANT MEDICAL EXAMINER ATTENDING SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the Assistant Medical Examiner attending a Forensics Seminar in Chicago, Illinois, on December 1-4, 1987.

All voted aye; motion passed.

RECESS

Commissioners recessed at 10:35 a.m.

Commissioners reconvened into open court at 10:45 a.m.

CONSIDERATIONS

2. FIRST SOUTHWEST COMPANY

Boyd London of First Southwest Company gave the Court information on contractual obligations to fund the purchase of equipment for the County.

No action was taken.

3. CONSTRUCTION OF NEW COUNTY JAIL

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve jail construction documents as presented by Parkey and Partners, Architects, and to authorize the advertising for bids for the construction of the new Johnson County Law Enforcement Center.

All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the purchase of 40 sets of jail construction documents and bid specification books at an approximate cost of \$2,800.00, with authorization to purchase additional copies of each as needed.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Roe, to set a price of \$150.00 for each set of jail construction documents and bid specification book which would be paid in advance before they are mailed out, with the County paying the cost of any postage or Federal Express or bus delivery charges to the person ordering the plans. One set of plans and bid specification book will be available to view at no charge in the County Auditor's office for anyone wishing to use those in preparing the bids.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the Construction Manager sending a copy of the construction documents and bid specification books to Dodge Reports and any other nationwide construction organizations that will distribute copies of these plans to their member organizations.

All voted aye; motion passed.

4. STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the Supplemental Contractual Agreement for Right of Way Procurement of parcel #100 from the Seventh Day Adventist Texas Conference with the Texas Department of Highways and Public Transportation for the northeast quadrant of the loop around

564 86
Cleburne.

All voted aye; motion passed.

5. APPOINTMENT OF ALTERNATE JUDGES

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the appointment of the Alternate Election Judges as presented by the County Clerk for the Optional County Sales Tax Election of August 8, 1987.

All voted aye; motion passed.

Commissioner York had to leave because of prior commitments.

6. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Judge Bridewell, to approve the advertisement for sale of a 1966 Gallion motor grader that belongs to Precinct #4.

All voted aye; motion passed

Motion was made by Comm. Roe, seconded by Judge Bridewell, to approve the Commissioner of Precinct #4 purchasing a culvert from the Hood-Tex Culvert Company as an emergency expenditure at an approximate cost of \$150.00, because this culvert is needed in order to complete a road paving project now in progress.

All voted aye; motion passed.

11. COUNTY ROAD CLASSIFICATION SYSTEM

Motion was made by Comm. Miller, seconded by Judge Bridewell, to approve payment of \$2,000.00 for Phase II of the county road classification system to Morris James, the consultant preparing the report.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the minutes of the meeting of July 27, 1987 as written, with the following clarification:

86

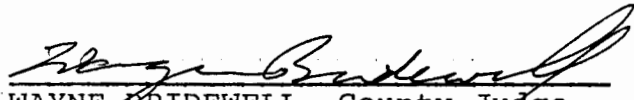
"2. HIDDEN GLEN ESTATES

Motion was made by Comm. York, seconded by Comm. Miller, to approve the County's acceptance of the roads in the Hidden Glen Estates subdivision, Phase I and Phase II, for county maintenance, said roads having been maintained by the developer for at least two years after they were completed.

All voted aye; motion passed."

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

5660 87
7-14-87
SPECIFICATIONS & INVITATION TO BID

Pharmacy Service for Johnson County

Scope: Johnson County, Texas is now accepting bids for pharmacy service for the Johnson County Jail.

Specifications:

Services required:

1. Prescriptions filled with generic drugs if available through distribution.
2. Prescriptions shall be "bubble packed" for controlled distribution.
3. Delivery service is required. The time frame for deliveries should be within one (1) hour for emergencies.
4. There should be a pharmacist available on a 24 hour basis for emergencies.
5. A thirty (30) day charge account is required. Turn around for payment is within thirty (30) days.
6. A computer printout or equivalent is required for prescriptions filled during the month (same as insurance report). It is to be presented to Consultant Pharmacist for audit.
7. Nonprescription drugs filled with generic drugs if available through distribution.
8. Provide nonprescription drugs and over the counter items that the County Health Officer needs at the Johnson County Jail for treatment of prisoners.
9. Over the counter items will be provided at price specified in bid or customary price if lower on an item.
10. A bidder must submit a bid on both prescription drugs and over the counter items.

Formula for bidding purposes:

1. The formula for bidding purposes on prescription drugs will be as follows:

Average Wholesale Price plus fee = price

$AWP + \$3.00/pc = price$

2. The formula for bidding purposes on nonprescription drugs and over the counter items will be as follows:

Average Wholesale Price plus a percentage markup = price

$AWP + 20\% = price$

3. Contract to be awarded on a yearly basis.

We can comply to all requirements as stated above -
Our price will be $AWP + \$3.00/pc = price$ for
all prescriptions -

Non prescription items + drugs will be
 $AWP + 20\% = price$ -



Cleburne Drug
501 N. Ridgeway,
Cleburne, Texas 76031
645-2415

We respectfully submit the following bid for pharmacy services.

Prescription Drugs:

Average Wholesale Price plus \$3.49 = price

Nonprescription drugs and over the counter items.

Average wholesale price plus 20% markup = price.

Gay W. & R. H.

567

COMPUTER AGE PHARMACY OLD FASHIONED SERVICE

568

**Supplemental Contractual Agreement
for
Right of Way Procurement
(County Form)**

THE STATE OF TEXAS

COUNTY OF TRAVIS

I
I
I

Contract No. _____
County Johnson
Project No. _____
CSJ No. 259-05-041
Account No. 8002-1-46
Highway U.S. 67 Bypass

This supplemental contractual agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the State, and Johnson County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 3rd day of August, 1987, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State and County entered into contractual agreements(s) and supplemental contractual agreement(s) for procurement of right of way on the following project on the date(s) indicated:

Date(s) of Agreement(s)

7-13-87

Limits

Fr: S.H. 174 N. of Cleburne

To: Existing U.S. 67 E. of Cleburne

and, which are made a part of this instrument by reference; and

WHEREAS, the County has requested that they be relieved of the obligation to acquire the necessary right of way and desires the State to assume the acquisition responsibility; and

WHEREAS, it is mutually desired by the County and the State to modify said original contract(s) and any supplemental contract(s) implementing the terms and provisions of the original contract(s);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the above-described contract(s) are modified hereby to the extent of the manner, mode and method of the County's obligation to acquire the necessary right of way and receive 90% reimbursement of the cost thereof in that the State hereby assumes the obligation to acquire the necessary right of way and the County shall accomplish its obligation by contributing 10% of the cost of the right of way as hereinafter described.

The State is to acquire all right of way except that the County shall continue with its present obligations to acquire the following-described right of way:

Parcels: All parcels except Parcel No. 100

Utilities: All

Other:

The County shall contribute to the State an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, executed by the County, a warrant or check payable to the State Department of Highways and Public Transportation in the amount of Six Thousand and no/100 ----- Dollars (\$ 6,000.00), which represents 10% of the estimated cost of the right of way; however, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as requested by the State. Upon completion of the project and in the event the amount as paid is more than 10% of the cost of the right of way, then any excess amount will be returned to the County. Cost of the right of way acquired by the State shall mean the total value of compensation to owners for their property interests either by negotiation or eminent domain.

This supplemental contractual agreement is approved and executed by and on behalf of the State on the date shown hereinafter.

Johnson County, Texas

EXECUTION RECOMMENDED:

By: Wayne Burdette
County Judge

District Engineer

Billy F. Lee
Commissioner, Precinct Number 1

THE STATE OF TEXAS

[Signature]
Commissioner, Precinct Number 2

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

Gumnie W. York
Commissioner, Precinct Number 3

BY: _____
Right of Way Engineer

Bob Miller
Commissioner, Precinct Number 4

Date _____

5-68 569

578

JUDGES AND ALTERNATES
SPECIAL ELECTION - AUGUST 8, 1987

Precinct #	Judge	Alternate
1	Susan Terry	June McLaughlin
2	Beverly Trammell	Vicki Wood
3	Betty Johnson	James E. Johnson
4	Jo Spurlin	Nell Bandy
5	C. A. Austin	Sue Scott
6	L. W. Blackstock	Wilda Jean Blackstock
7	Ethelene Carpenter	Freda Adams
8	Lee Wylie	Eddie Funderberg
9	Gayle Ledbetter	Charles Ledbetter
10	Virginia Hardee	Thelma Johnson
11	Wanda Hair	Ruby Thorn
12	Mrs. Arvell Ross	Bettye Ross
13	Mildred Fullen	Sonya Bransom
14	Mrs. J. G. Hardcastle	J.A. Blunt
15	A. D. Beckner	Mrs. Beckner
16	Pauline McCord	Ida Mae Snider
17	Wayne Mayberry	Mrs. Mayberry
18	Roy Giddens	Mrs. G. McCurdy
19	Mrs. Herman Gatewood Sr.	Mr. Gatewood, Sr.
20	Mildred Vaughn	Wanda Bolt
21	Porter Jones	Ann Ruth Jones
22	Jeanette Munn	Connie Mohr
23	Mrs. Evelyn Peppers	Gladys Cook

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioners Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

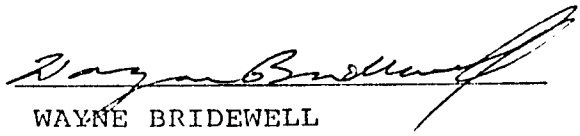
SUPPLEMENTAL AGENDA

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 10, 1987 - 8:30 A.M.

- 8:30 COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 SUBDIVISIONS
1. Garden Acres - Road Acceptance - Prec. 2
 2. Bramble Creek - Return letter of Credit - Prec. 3
 3. The Brambles Addition - Prec. 4
- 9:00 READING OF BILLS
APPROVAL OF MINUTES
- 9:30 CONSIDERATIONS
1. County Road Signs
 2. Competitive Proposals on Central Computer System
 3. Appointment of Board Member to MHMR Center
 4. Advertising for Bids
 5. Construction of New Jail
 6. Real Estate Closing for purchase of land for Johnson County Law Enforcement Center
 7. First Southwest Company
 8. Old Hospital Building
 9. Un-named road on East side of I35 just North of C.R. 604
 10. Chevron Pipeline Co.
 11. Indigent Health Care
 12. Award bid on purchase of motor grader for Prec. #3
 13. Award bid on purchase of back hoe
 14. Award bid on purchase of used pick up for Prec. # 4
- 11:00 EXECUTIVE SESSION
1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation.
 2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation.

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 the Vernon's Civil Statutes.

4:30P.
POSTED: ~~9:00~~ A.M.
August ~~6~~⁷, 1987


WAYNE BRIDEWELL
County Judge

571

572

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 10, 1987 - 8:30 A.M

8:30

COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY
CONTROL AND DEVELOPERS

9:00

SUBDIVISIONS

1. Garden Acres - Road Acceptance - Prec. 2
2. Bramble Creek - Return letter of Credit - Prec. 3
3. The Brambles Addition - Prec. 4

9:00

READING OF BILLS
APPROVAL OF MINUTES

9:30

CONSIDERATIONS

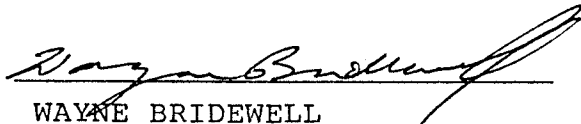
1. County Road Signs
2. Competitive Proposals on Central Computer System
3. Appointment of Board Member to MHMR Center
4. Advertising for Bids
5. Construction of New Jail
6. Real Estate Closing for purchase of land for
Johnson County Law Enforcement Center
7. First Southwest Company
8. Old Hospital Building
9. Un-named road on East side of I35 just North of
C.R. 604
10. Chevron Pipeline Co.
11. Indigent Health Care

11:00

EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with
litigation.
2. Reconvene into open session for potential action
resulting from the Executive Session pertaining
to litigation.

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 the Vernon's
Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 6, 1987

AUGUST 10, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 10th day of August, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular called session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve the bills for payment as presented by the County Auditor.

All voted aye; motion passed.

CONSIDERATIONS

2. COMPETITIVE PROPOSALS ON CENTRAL COMPUTER SYSTEM

No action.

SUBDIVISIONS

1. GARDEN ACRES - ROAD ACCEPTANCE - PREC. 2

No action.

2. BRAMBLE CREEK - RETURN LETTER OF CREDIT - PREC. 3

Motion was made by Comm. York, seconded by Comm. Miller to approve the return of the Letter of Credit to the developer of the Bramble Creek subdivision, because the road was finished and approved by the Quality Control Office.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the minutes of the meetings on July 27 as corrected and August 10, 1987 as presented.

All voted aye; motion passed.

574

06

CONSIDERATIONS

1. COUNTY ROAD SIGNS

Motion was made by Comm. Harmon, seconded by Comm. Miller to advertise for the purchase of road signs with the following specifications:

1. Size: 6" X 18"
2. Gauge: .063 inch and .080 inch
3. Metal: Anodized Aluminum
4. Color: Interstate Green
5. Material not required to be reflective
6. Mat finish or SEMI-GLOSS
7. Square Corners
8. One-fourth($\frac{1}{4}$) inch white border on outer perimeter of sign.
9. Size of County Road Numbers: four (4) inches in height
10. Size of the following on each sign in three-fourths ($\frac{3}{4}$) inch letters on the right end:

"Johnson"
County
Pct.

11. Johnson County Precinct numerals two (2) inches in height
12. Quality of vinyl material for stick on letters will be 2100 Commercial Grade reflective vinyl or equivalent
13. Quantity: 2,000

All voted aye; motion passed.

A RECESS WAS TAKEN AT 10:45 A.M.

COMMISSIONERS RECONVENED AT 11:00 A.M.

CONSIDERATIONS

14. AWARD BID ON PURCHASE OF USED PICK UP FOR PREC. # 4

Motion was made by Comm. Harmon, seconded by Comm. York to approve the low bid of \$ 7,750.00 from Cleburne Motor Company for the purchase of a used 1984 Ford pick up truck for Precinct # 4.

All voted aye; motion passed.

13. AWARD BID ON PURCHASE OF BACK HOE

No Action

12. AWARD BID ON PURCHASE OF MOTOR GRADER FOR PREC. #3

No Action

4. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve the Comm. in Precinct # 4 purchasing a 1978 Chevrolet 2 ton truck for \$4,000.00 from John Isenberg of Grandview.

All voted aye; motion passed.

7. FIRST SOUTHWEST COMPANY

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the Proposal and Agreement for Arbitrage Investment Rebate Services and Investment Execution Services of Unspent Proceeds By and Between Johnson County, Texas and First Southwest Company.

All voted aye; motion passed.

6. REAL ESTATE CLOSING FOR PURCHASE OF LAND FOR JOHNSON COUNTY
LAW ENFORCEMENT CENTER

Motion was made by Comm. Miller, seconded by Comm. Roe to approve the closing documents, payment of closing costs and authorize the County Judge to sign the legal documents necessary to purchase 35.23 acres of land from John Wasilchek for the location of the new Johnson County Law Enforcement Center.

5. CONSTRUCTION OF NEW JAIL

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the following bills owed for the construction of the new Johnson County Law Enforcement Center:

- | | |
|---|--------------|
| 1. Childress & Recer | \$ 785.00 |
| 2. Baker & Shiflett, Inc. | \$ 3,000.00 |
| 3. Danny Butler Construction | \$ 25,000.00 |
| 4. Parkey & Partners Arch. | \$220,000.00 |
| 5. Reimburse General Fund for
Architect Fees | \$ 27,500.00 |

9. UN-NAMED ROAD ON EAST SIDE OF I-35 JUST NORTH OF C.R. 604

No Action.

10. CHEVRON PIPELINE CO.

No Action.

8. OLD HOSPITAL BUILDING

Motion was made by Comm. Roe, seconded by Comm. Miller to approve advertising for insurance for the old hospital building.

All voted aye; motion passed.

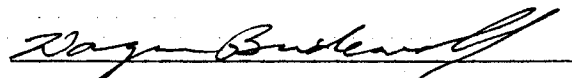
4. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Harmon to approve advertising for the following items:

1. Culverts
2. Timber
3. Flex Base Material
4. Hot Mix Asphalt
5. Pea Gravel
6. Lime Plant Waste $\frac{1}{2}$ inch rock with fines
7. FF Cold Mix
8. Pit Run Clay Base Gravel
9. AC-5 Asphalt
10. MC-30 Prime Oil
11. Grade A Surface Treatment Crushed Aggregate
12. Fog A Mist Asphalt

All voted aye; motion passed,

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

PROPOSAL AND AGREEMENT
FOR
INVESTMENT EXECUTION SERVICES
OF UNSPENT PROCEEDS
BY AND BETWEEN

JOHNSON COUNTY, TEXAS
(Hereinafter Referred to as the "Issuer")

AND
FIRST SOUTHWEST COMPANY

It is understood and agreed that the Issuer will have, in connection with the sale and delivery of its \$7,425,000 Texas Certificates of Obligation, Series 1987 (the "Obligations") from time to time proceeds realized from the issuance, sale and delivery of the Obligations by the Issuer and we have been requested to provide professional services to the Issuer in the investment of the available proceeds realized from the Obligations (the "Unspent Proceeds") until such proceeds are used for the project or projects for which the Obligations were issued. We are pleased to submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and First Southwest Company effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to any and all Unspent Proceeds of the Issuer from time to time during the period in which this Agreement shall be effective.

2. We agree to provide our professional services and our facilities and to direct and coordinate all programs of investing the Unspent Proceeds as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective, and to assume and pay those expenses incurred by us in connection with the investment of the Unspent Proceeds set out in Appendix A attached hereto, provided, however, that our obligation to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

3. We agree to perform the following duties in connection with the investment of the Unspent Proceeds:

a. To cooperate fully with the Issuer in preparing an investment schedule for the Unspent Proceeds, which schedule will conform to the estimated construction schedule provided to us by the Issuer for the project or projects to be financed in whole or in part from the sale of the Obligations;

b. To cooperate with the Issuer in selecting the investment securities, including certificates of deposit, in which the Unspent Proceeds are to be invested. Those investment securities which are eligible investment securities are listed in Appendix B attached hereto;

c. To utilize our best efforts to invest the Unspent Proceeds as to provide the best possible rate of return to the Issuer in a manner which is not inconsistent with the proceedings of the Issuer authorizing the issuance of the Obligations or applicable federal rules and regulations;

d. To maintain books or records and accounts in which complete and

correct entries shall be made of all transactions relating to the investment of the Unspent Proceeds;

e. To furnish the Issuer, within 30 days after the end of each calendar quarter during the term of this Agreement, a copy of a report covering the preceding calendar quarter, or portion thereof if such should arise from the initial investment following the issuance of the Obligations, showing a detailed statement concerning the receipt and disposition of all investments made with Unspent Proceeds until such time as all Unspent Proceeds have been fully expended by the Issuer;

f. To facilitate in the transfer of matured investment securities, the reinvestment of matured investment securities, and the transfer of funds to the depository bank of the Issuer, by wire transfer or such other means as directed in writing by the Issuer;

g. To provide such evidence as may be requested by the Issuer regarding the investment of the Unspent Proceeds, including providing copies of all purchase receipts, confirmation statements or other records relating to the purchase of investment securities.

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:

a. That First Southwest Company will be compensated for the purchase and/or sale of each investment security, by its charging the commission, or the equivalent thereof, for each such transaction as set forth in Appendix A attached hereto;

b. That the Issuer will provide First Southwest Company with the estimated construction schedule of the project or projects financed in whole or in part with the proceeds of the Obligations, and will promptly notify First Southwest Company as to any changes in such estimated construction schedule;

c. That First Southwest Company shall be entitled to rely upon all information regarding construction schedules or other information regarding the Unspent Proceeds as provided to it by the Issuer and First Southwest Company shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information.

5. In providing the investment services in this Agreement, it is agreed that First Southwest Company shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that First Southwest Company shall be liable for its own gross negligence or willful misconduct. Furthermore, First Southwest Company shall not be liable for any investment made which causes the interest on the Obligations to become includable in the gross income of the owners thereof, other than as a result of an investment made contrary to the provisions of Section 148(f) of the Internal Revenue Code of 1986 (the "Code").

6. The fee due to First Southwest Company in providing investment services shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable upon the settlement of each investment transaction, whether included in the transaction pricing or billed separately therefrom. Any and all expenses for which First Southwest Company is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or First Southwest Company upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amounts due to First Southwest Company for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all investments and/or monies held by First Southwest Company shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement First Southwest Company shall have no continuing obligation to the Issuer regarding the investment of funds or performing any other services contemplated herein.

This Agreement is submitted in duplicate originals. When accepted by the Issuer, it, together with Appendices A and B attached hereto, will constitute the entire Agreement between the Issuer and First Southwest Company for the purposes and the consideration herein specified. Acceptance will be indicated on both copies and the return of one executed copy to First Southwest Company.

Respectfully submitted,

FIRST SOUTHWEST COMPANY

By Mary Macaulay
Authorized Representative

580

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by Johnson County, Texas on this the 10th day of August, 1987 pursuant to the provisions of Resolution No. , passed and approved by the Members of the COMMISSIONERS COURT on August 10, 1987.

By

[Signature]
County Judge

[Signature]
Secretary
County Clerk

2

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by First Southwest Company in connection with the investment of the Unspent Proceeds realized from the sale of the Obligations, it is understood and agreed that its fee will be as follows:

For each investment transaction, including transactions involving the acquisition or sale of certificates of deposit, a fee equal to the normal and customary brokerage fee, or the equivalent thereof.

No hourly fee will be charged for any of the services of First Southwest Company or for the furnishing of any other financial services.

Expense Items

All expenses incurred in connection with maintaining funds with the Issuer's depository bank, including any standard fees charged by the depository in providing depository services to the Issuer.

582

3

APPENDIX B

ELIGIBLE INVESTMENT SECURITIES - BOND PROCEEDS

In General

Article 717k-6 provides that an issuer may place the proceeds of bonds on time deposit or invest such proceeds in any obligations authorized by law for the investment of funds of such issuer until needed.

Cities

Cities may invest unexpended proceeds in direct debt securities of the United States (Article 2561) or the following obligations of agencies of the United States: bonds, notes, etc., issued under the National Housing Act, the Farm Credit Act of 1971, or issued by the Federal Home Loan Bank Board, Federal Home Loan Bank, Home Owners' Loan Corporation, FSLIC, Federal Farm Loan Board, Federal Land Bank, Federal Intermediate Credit Bank, Banks for Cooperatives, FNMA, or any other entity, corporation or agency which has been or which may be created by an Act of Congress which has for its purpose the relief of, refinancing of or assistance to owners of mortgaged or incumbered homes, farms and other real estate (Article 842a).

In addition, cities with a population in excess of 90,000 that issue obligations under Article 717q may invest the proceeds from obligations issued under Article 717q in any manner and in such obligations as the city may specify in the ordinance authorizing the issuance of such obligations.

Counties

In addition to the provisions of Article 842a, counties may invest funds not required immediately to pay obligations of the county in direct debt instruments of the United States or fully collateralized repurchase agreements purchased to a master contractual agreement which specifies the rights of the parties thereto (Article 2549). Investments in security repurchase agreements may be made only with the county depository bank or with state or national banks domiciled in Texas. A "security repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and then sell back at a future time, U.S. government securities; direct obligations of the U.S.; obligations guaranteed by the U.S.; or direct obligations, or participation certificates guaranteed by, the Federal Intermediate Credit Bank, Federal Land Banks, FNMA, Federal Home Loan Banks, or Banks for Cooperatives.

School Districts

School districts may invest any and all of its funds in direct debt securities of the United States, or other types of bonds, securities, warrants, etc., in which the district is authorized by law to invest (Section 23.80, Tex. Educ. Code). (For example, various types of municipal bonds issued by Texas issuers are eligible investments for monies held in an interest and sinking fund.) School districts may place bond proceeds in interest bearing time deposits with state or national banks within the state whose deposits are insured by FDIC, or invest such proceeds in bonds of the United States or in other obligations of the United States, as may be determined by the district's board of trustees; HOWEVER, such time

4

deposits or bonds or other obligations of the United States shall be of a type which CANNOT BE CASHED, SOLD OR REDEEMED for an amount LESS THAN THE SUM DEPOSITED OR INVESTED THEREIN by the district (Section 20.42, Tex. Educ. Code). The time deposits must be secured with "approved securities" (as defined in Section 23.73, Tex. Educ. Code). It is unclear whether the term "obligations" is limited to direct obligations of the United States; we may need to seek guidance from the Attorney General's office on the interpretation of the term "obligations".

584

Form Approved
OMB NO 63-R1501

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		B. TYPE OF LOAN:	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
		6. FILE NUMBER GP# 1-516	7. LOAN NUMBER
		8. MORTG. INS. CASE NO.	
SETTLEMENT STATEMENT			
NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
NAME OF BORROWER		E. NAME OF SELLER	
Johnson County, A Political Subdivision of the State of Texas Johnson County Courthouse Cleburne, Tx. 76031		John Wasilchak P.O. Box 484 Nemo, Texas 76070	
F. NAME OF LENDER		None	
PROPERTY LOCATION		H. SETTLEMENT AGENT	
Lot 1-R, Block 3, Section 2, J.W. Addition to the City of Cleburne, Johnson County, Texas		MAHANAY & HIGGINS	
		I. SETTLEMENT DATE: August 12, 1987	
PLACE OF SETTLEMENT			
5 Henderson Street Cleburne, Tx. 76031			
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
GROSS AMOUNT DUE FROM BORROWER:		400 GROSS AMOUNT DUE TO SELLER:	
Contract sales price	211,380.00	401 Contract sales price	211,380.00
Personal property		402 Personal property	
Settlement charges to borrower (line 1400)	23,027.83	403	
Reimbursement to Seller for Expenses of Plat, Survey, etc 1,500.00		404 Reimbursement by Buyer for Expenses of Plat, Survey, etc 1,500.00	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
City/town taxes to		406 City/town taxes to	
County taxes to		407 County taxes to	
Assessments to		408 Assessments to	
Maintenance to		409 Maintenance to	
School/Taxes to		410 Commitment Fee to	
to		411 to	
to		412 to	
GROSS AMOUNT DUE FROM BORROWER:	235,907.83	420 GROSS AMOUNT DUE TO SELLER:	212,880.00
AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500 REDUCTIONS IN AMOUNT DUE TO SELLER:	
Deposit or earnest money		501 Excess deposit (see instructions)	
Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	7,715.61
Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
Commitment Fee		504 Payoff of first mortgage loan	46,398.73
		505 Payoff of second mortgage loan	
		506	
		507	
		508	
		509	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
City/town taxes XXXXXX and		510 City/town taxes XXXXXX and	
County taxes 1-1-87 to 8-12-87	1,354.14	511 County Taxes 1-1-87 to 8-12-87	1,354.14
Assessments to		512 Assessments to	
School/Taxes 1-1-87 to 8-12-87	438.36	513 School/Taxes 1-1-87 to 8-12-87	438.36
to		514 Maintenance to	
to		515 to	
to		516 to	
to		517 to	
to		518 to	
to		519 to	
TOTAL PAID BY/FOR BORROWER:	1,792.50	520 TOTAL REDUCTION AMOUNT DUE SELLER:	55,906.84
CASH AT SETTLEMENT FROM/TO BORROWER:		600 CASH AT SETTLEMENT TO/FROM SELLER:	
Gross amount due from borrower (line 120)	235,907.83	601 Gross amount due to seller (line 420)	212,880.00
Less amounts paid by/for borrower (line 20)	1,792.50	602 Less total reductions in amount due seller (line 520)	55,906.84
CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BORROWER:	234,115.33	603 CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER	156,973.16

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on price \$ 211,380.00 @ 3 % = 6,341.40					
Division of commission (line 700) as follows:					
701. \$ 6,341.40	to	Lillard Realty			6,341.40
702. \$	to				
703. Commission paid at settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's inspection fee					
806. Mortgage Insurance application fee	to				
807. Assumption Fee					
808. Commitment Fee					
809. FNMA Processing Fee					
810. Pictures					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from	to	@ \$	/day		
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904. Flood Insurance	yrs. to				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard insurance	mo. @ \$		per mo.		
1002. Mortgage insurance	mo. @ \$		per mo.		
1003. City property taxes	mo. @ \$		per mo.		
1004. County property taxes	mo. @ \$		per mo.		
1005. Annual assessments (Maint.)	mo. @ \$		per mo.		
1006. School Property Taxes	mo. @ \$		per mo.		
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.		
1008. Flood Insurance	mo. @ \$		per mo.		
1100. TITLE CHARGES:					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees to	to	MAHANAY & HIGGINS		50.00	75.00
(includes above items No.:					
1108. Title insurance	to	STEWART TITLE COMPANY		22,942.83	1,212.21
(includes above items No.:					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$	5,211.380.00			
1111. Escrow Fee					
1112. Restrictions					
1113. Messenger Service					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$ 5.00	Mortgage \$	Releases \$ 5.00		35.00	5.00
1202. City/county tax/stamps: Deed \$	Mortgage \$	Plat - \$25.00			
1203. State tax/stamps: Deed \$	Mortgage \$	Easement - \$5.00			
1204. Tax Certificates	- Reimbursement to Stewart Title				20.00
1205. Copies - Reimbursement to Stewart Title					42.00
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to	Childress and Recer			POC
1302. Pest inspection	to				
1303. Fee for document preparation required by IRS					20.00
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				23,027.83	7,715.61

SELLER'S AND/OR PURCHASER'S STATEMENT

Seller's and Purchaser's signature hereon acknowledges his/her approval of tax prorations, and signifies their understanding that prorations were based on figures for preceding year, or estimates for current year, and in event of any change for current year, all necessary adjustments must be made between Seller and Purchaser direct; likewise any DEFICIT in delinquent taxes will be reimbursed to Title Company by the Seller.

We approve the foregoing settlement statement, in its entirety, authorize payments in accordance therewith and acknowledge receipt of a copy thereof.

Signature John Wasilchak JOHNSON COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF TEXAS

By: Wayne Bridewell, County Judge
Johnson County, Tx

Seller

Purchaser

Escrow Officer

HUD-1 (Rev. 5-76
(10M 7-84))

585

586

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Cleburne Motor Co, Inc
1736 N Main
Cleburne, Tx 76031

Signature: Gary Schrader

Name and title: Gary Schrader Sales Manager

Date of bid: July 21, 1987

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of Ford, 1984 : F150 Supercab

From existing stock or to be ordered: Stock

Unit price per each as specified: \$7,750.⁰⁰/_{xx}

Total bid price: \$7750.⁰⁰/_{xx}

Delivery date anticipated: Immediate

Factory or dealer warranties: None

Name and location of authorized repair stations: _____

Company Name: _____

Representative: _____

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

AUGUST 11, 1987 - 9:00 A.M.

BUDGET WORKSHOP

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 6, 1987

588

2

AUGUST 11, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

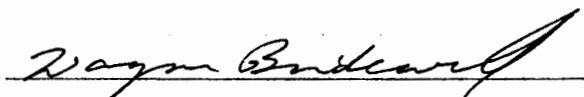
BE IT KNOWN that on this the 11th day of August, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

BUDGET WORKSHOP

The Commissioners Court met in a budget workshop until 5:00 P.M.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 17, 1987 - 9:00 A.M.

9:00 A.M. SUBDIVISIONS

1. Granda Vista- Return Letter of Credit - Prec. 2

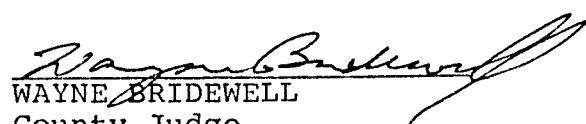
9:30 CONSIDERATIONS

1. Competitive Proposals on Central Computer System
2. Appointment of Board Member to MHMR Center
3. Advertising for Bids
4. Indigent Health Care
5. Chevron Pipeline Co.
6. Construction of New Johnson County Law Enforcement Center
7. Un-named road on East side of I35 just North of C.R. 604
8. Request by Commissioner Prec. # 3 to sell used equipment
9. Request by County Auditor to attend Auditor's Conference
10. Request by Purchasing Officer to attend Purchasing School
11. Award bid on purchase of motor grader for Prec. #3
12. Award bid on purchase of back hoe
13. Award bid on Heating & Air Conditioning repair for County Buildings
14. Award bid on Oil Change, Gasoline & Car Repair for Sheriff Dept.
15. Award bid on Hauling of Road Material
16. Award bid on Road Repair Machine
17. Old Hospital Building

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with land acquisition and litigation.
2. Reconvene into session for potential action resulting from the Executive Session pertaining to land acquisition and litigation.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 14, 1987

589

598
AUGUST 17, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 17th day of August, 1987,
the Honorable Commissioners Court of Johnson County met in the
Courthouse in the City of Cleburne in a special called session
with all members present and considered the following:

CONSIDERATIONS

1. COMPETITIVE PROPOSALS ON CENTRAL COMPUTER SYSTEM

The County Judge appointed the following persons to a
committee to study the sixteen (16) competitive proposals
for a central computer system for Johnson County:

Co-Chairmen

Bud Miller - Commissioner Precinct # 4
Ron Harmon - Commissioner Precinct # 2

Rod Williams	Adult Probation Office
Ed Carroll	Tax Office
Robby Goodnight	County Clerk
Donnie Williams	County Auditor
D'Will Jones	County Treasurer
Eddy Boggs	Sheriff
Linda Canty	Court Coordinator - District Courts
Bill Mason	Asst. District & County Attorney
Bob Slack	Justice of the Peace - Precinct #2
Betty Cooke	District Clerk
Dale Hanna	County Attorney
Suzy Smith	Worthless Check Dept.
Dr. Arthur L. Raines	County Health Officer
Carla Baze	Court Coordinator - Court-at-Law

SUBDIVISIONS

1. GRANDA VISTA - RETURN LETTER OF CREDIT -Precinct # 2

Motion was made by Comm. Harmon, seconded by Comm. Roe to
return the letter of credit to the developer in the Granda
Vista subdivision, because the roads had been completed and
approved by the Quality Control Division.

All voted aye; motion passed.

11)

CONSIDERATIONS

11. AWARD BID ON PURCHASE OF MOTOR GRADER FOR PRECINCT # 3

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the low bid of Waukesha-Pearce Ind. for the purchase of a motor grader for Prec. # 3 in the amount of \$47,000.00 with a trade in.

All voted aye; motion passed.

12. AWARD BID ON PURCHASE OF BACK HOE

Motion was made by Comm. Harmon, seconded by Comm. York to approve the low bid of Wright Ford Tractor of Cleburne for the purchase of a back hoe for Prec. # 3 in the amount of \$26,595.00 with a trade-in.

All voted aye; motion passed.

13. AWARD BID ON HEATING & AIR CONDITIONING REPAIR FOR COUNTY BUILDINGS

Motion was made by Comm. Miller, seconded by Comm. Roe to reject all bids, and advertise again for heating and air conditioning repair for all county buildings with labor at a flat rate per hour including night, weekends and holidays, parts at cost plus percentage markup, and \$100,000.00 certificate of insurance included with bid.

All voted aye; motion passed.

14. AWARD BID ON OIL CHANGE, GASOLINE & CAR REPAIR FOR SHERIFF DEPT.

Motion was made by Comm. York, seconded by Comm. Miller to approve the low bid of Laursen's Car Care of Cleburne for oil change, filters and lubrication for Sheriff's Dept. vehicles in the amount of \$15.00 per vehicle and filters at cost plus 15%.

All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the low bid of Bob Harris Oil Co. for unleaded gasoline for Sheriff's Dept vehicles for net difference of \$.019 per gallon.

All voted aye; motion passed.

592

Motion was made by Comm. Roe, seconded by Comm. Miller to table the bids for car repairs of Sheriff's Dept. vehicles until further information can be obtained about the legal requirements of advertising for this.

All voted aye; motion passed.

15. AWARD BID ON HAULING OF ROAD MATERIAL

Motion was made by Comm. York, seconded by Comm. Miller to reject the bids for the hauling of road material, and advertise again for both hauling and hauling plus material F.O.B.

All voted aye; motion passed.

16. AWARD BID ON ROAD REPAIR MACHINE

Motion was made by Comm. Harmon, seconded by Comm. York to approve the low bid of TEXAS HIGH ROLLER, INC. for the purchase of a road repair machine for Prec. # 4 in the Amount of \$11,351.00

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. York to approve the Comm. in Prec. # 3 advertising several items of old equipment for sale including two pickups, motor grader, and other items of old equipment.

All voted aye; motion passed.

3. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Roe to advertise for bids on printing and the following items for each precinct: regular gasoline, unleaded gasoline, diesel, and off road diesel.

All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Harmon to approve the Comm. in Prec. # 4 buying a 1974 Ford Dump Truck at an approximate cost of \$4,500.00 from Benny Belz.

All voted aye; motion passed.

8

9. REQUEST BY COUNTY AUDITOR TO ATTEND AUDITOR'S CONFERENCE

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the County Auditor attending the County Auditor's Annual Conference in San Angelo on September 16-18, 1987.

All voted aye; motion passed.

10. REQUEST BY PURCHASING OFFICER TO ATTENDING PURCHASING SCHOOL

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve the Purchasing Officer attending the Purchasing Institute at the LBJ School of Public Affairs in Austin on September 28-30, 1987.

All voted aye; motion passed.

5. CHEVRON PIPELINE CO.

Motion was made by Comm. York, seconded by Comm. Miller to advise Chevron Pipeline Company to proceed with condemnation proceedings on approximately 3 acres of land owned by Johnson County needed for a pumping station and the Commissioners Court will consider the value of the land after it is appraised.

All voted aye; motion passed.

2. APPOINTMENT OF BOARD MEMBER TO MHMR CENTER

No action.

7. UN-NAMED ROAD ON EAST SIDE OF I-35 JUST NORTH OF C.R. 604

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve naming this road "Asher Road" at the request of Lovell Hardy who will pay a fee of \$100.00 to the County Auditor and will pay the cost of the sign and will be responsible for putting it up at a location approved by the Comm. in Prec. # 3.

All voted aye; motion passed.

An Executive Session was called at 11:35 A.M. to discuss land acquisition for Johnson County.

The Commissioners Court reconvened at 12:00 P.M. into open session. No action was taken as a result of the Executive Session.

594

3

17. OLD HOSPITAL BUILDING

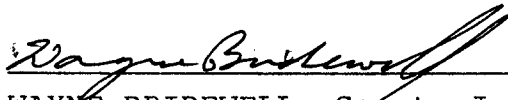
No action was taken.

The Commissioners Court recessed for lunch at 12:15 P.M. and reconvened into open Court at 1:45 P.M.

An Executive Session was called at 1:45 P.M. to discuss a litigation matter.

The Commissioners Court reconvened into open session after this Executive Session at approximately 3:30 P.M. No action was taken as a result of the Executive Session.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

H & H Construction
Fred Hargrove
Rt 1 Box 85
Covington, TX 854-2512

1266.50 Our Bid For Motor Grader

596

5

I would like to submit
my bid in the amount of
\$4051⁰⁰ to Johnson County
Dist 4 for the 104 Galion
motor grader for sale.

Thanks
Johnnie Lerberg

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

MEGA EQUIPMENT COMPANY

P.O. BOX 8486

Fort Worth, TX 76112

Signature: E. A. Finchem

Name and title: Govt. Mgr.

Date of bid: 8-6-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of 410C : John Deere

From existing stock or to be ordered: Unit less dipperstick option in inventory
Extendable Dipperstick to be ordered

Unit price per each as specified: 37,365.00

Total bid price: \$37,365.00

Delivery date anticipated: 15-30 days from receipt of purchase

Factory or dealer warranties: 6 months-unlimited hours Plus 18 months-3000 hours
Extended Power Train Warranty

Name and location of authorized repair stations: Mega Equipment Co. - 6801 Randol Mill Rd. - Ft. Worth

Company Name: Mega Equipment Company

Representative: Ken Fisher

Date: 8-6-87 597

598 7
Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

BEN GRIFFIN TRACTOR CO.
2525 IRVING BLVD.
DALLAS, TX. 75207

Signature: *M.E. Evans*

Name and title: DIRECTOR OF MARKETING

Date of bid: 8/3/87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of FORD: 655A (LE1111) 1987

From existing stock or to be ordered: MUST BE ORDERED

Unit price per each as specified: \$35448.00

Total bid price: \$35448.00

Delivery date anticipated: 90 DAYS

Factory or dealer warranties: 12 MONTHS

Name and location of authorized repair stations: BEN GRIFFIN TRACTOR CO, 2525 IRVING BLVD DALLAS, TX.

Company Name: BEN GRIFFIN TRACTOR CO.

Representative: M.E. EVANS *M.E. Evans*

Date: 8/3/87

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Wright Ford Tractor, Inc.

3319 N. Main

Cleburne, Tx. 76031

Signature: Gene Petross

Name and title: Gene Petross, Sales

Date of bid: Aug. 6, 1987

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of ^{Tractor - Loader} Backhoe: Ford 655 A

From existing stock or to be ordered: to be ordered

Unit price per each as specified: \$ 35695.⁰⁰

Total bid price: ^{Less} JD 410 Trade in \$9100.⁰⁰ Net \$26595.⁰⁰

Delivery date anticipated: December 1987

Factory or dealer warranties: 12 month factory

Name and location of authorized repair stations: Wright Ford Tractor, Inc. 3319 N. Main Cleburne, Tx 76031

Company Name: same as above

Representative: _____

Date: 599

600

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Case Power & Equipment

2019 W. Airport Freeway

Eules, Texas 76040

Signature: 

Name and title: Eddie Pernell, Sales Manager

Date of bid: 8/6/87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of Case: 680K Tractor/Loader/Backhoe w/cab, heat, extendable

From existing stock or to be ordered: to be ordered

Unit price per each as specified: SEE ATTACHED

Total bid price: SEE ATTACHED

Delivery date anticipated: 30 - 60 days, ARO

Factory or dealer warranties: Factory Warranty

Name and location of authorized repair stations:
Case Power & Equipment, 2019 W. Airport Freeway, Eules, Texas 76040

Company Name: Case Power & Equipment

Representative: Kirk Tedford

Date: 8/7/87

Case Power and Equipment

2019 West Airport Freeway
P. O. Box 610526
DFW/Airport, Texas 75261
Phone 817 267-3387

J I Case
A Tenneco Company



1987 Case 680K Tractor/Loader/Backhoe

Cab, Heater & Standard Backhoe 16'6" Digging Depth

Bid Price \$43,840.00

Less trade-in \$ 6,500.00

TOTAL BID PRICE **\$37,340.00**

1987 Case 680K Tractor/Loader/Backhoe

Cab, Heater & Extendahoe 16'6" - 20'6" Digging Depth

Bid Price \$46,516.00

Less trade-in \$ 6,500.00

TOTAL BID PRICE **\$40,016.00**

Optional Equipment

Wain-Roy side angled swinger attachment & 60" cleaning bucket

Standard Backhoe \$6,365.00

Extendahoe \$6,575.00

Please add to total bid prices.



601

602

INVITATION TO BID ON OIL CHANGE, FILTERS AND LUBRICATION

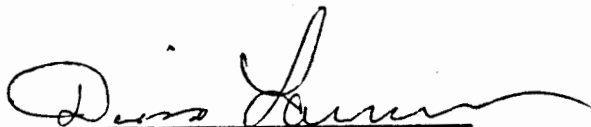
SCOPE

Johnson County, Texas is now accepting formal bids on oil change, filters, and lubrication for the Sheriff Department's vehicles for a one (1) year period.

SPECIFICATIONS

Motor Oil - 30 wt.	5 qt. oil, 1 oil filter, lube and all fluid levels
Air Filters	checked-\$15.00
Oil Filters	Air filter or fuel filter price-cost plus 15% mark-up
Grease Front End	
Check Rear End	

Bid submitted by Dennis Laursen, owner 8/12/87


Signature

STATEMENT

DANNY'S CITGO
701 SOUTH MAIN
CLEBURNE, TEXAS 76031

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

DANNY'S CITGO
701 SOUTH MAIN
CLEBURNE, TEXAS 76031

OIL
OIL FILTER } \$15.00
LUBE

Air Filter 6.00

~~FLATS~~

Flats (inside patch) \$4.50

PAID BY CHECK NO.

8K 884 REDIFORM

603

604

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Danny B. Echels Danny's Ctr
701 S. Main
Clatskanie, Ore. 97101

Signature: Danny B. Echels

Name and title: OWNER

Date of bid: 8-7-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of _____:

From existing stock or to be ordered: _____

Unit price per each as specified: _____

Total bid price: OIL - OIL FILTER - LUBE - \$15.00

Delivery date anticipated: _____

Factory or dealer warranties: _____

Name and location of authorized repair stations: _____

Danny's Ctr 701 S. Main

Company Name: Danny's Ctr

Representative: Danny B. Echels

Flats 4.50
inside patch

Air Filter 6.00

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:

Name, address & phone of bidder's supplier:

Gulf Oil Company

P.O. Box 1000 Fort Worth, Texas 76101

Phone: (214)-561-1179 Contact Person: Gary Lough

UNLEADED GASOLINE

Per Gallon Cost to Bidder Today: .674 t .15 tax

Per Gallon Price from Bidder Today: .693 +.15 tax

Net Difference Bid: .019

Bidder Name and Address: Bob Harris Oil Co.

P.O. Box 691

Cleburne, Texas 76031

Signature: Bob Harris Date: 07/31/87

606

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:

Name, address & phone of bidder's supplier:

GULF Oil Co

Fort Worth Texas

Phone: 817 624-1158 Contact Person: TERMINAL SUPERVISOR

UNLEADED GASOLINE

Per Gallon Cost to Bidder Today: 60⁶⁵

Per Gallon Price from Bidder Today: 62⁶⁵

Net Difference Bid: 2 cents per gal.

Bidder Name and Address: LAMBERT Oil Co. Inc.

70 1/2 East Henderson Street

Cleburne Texas

Signature: AJ Lambert Date: 7-29-87

#7 FT. WORTH/DALLAS

TO: CHEVRON/GULF
JOBBER
FROM: CHEVRON/GULF
CENTRAL DIVISION
HOUSTON, TEXAS

EFFECTIVE OPENING
OF BUSINESS
JULY 21, 1987

POSTED PRICES
CHANGE AS FOLLOWS:

REG LEAD +0.3 CPG
REG UNLEAD +0.3 CPG
PREM UNLEAD +0.3 CPG
#2 DIESEL +0.3 CPG
#1 DIESEL +0.3 CPG

AT FOLLOWING SUPPLY
POINTS WITH NEW
RACK PRICES SHOWN:

FT. WORTH/DALLAS

REG LEAD 60.4
→ U/L REG 59.4
U/L PREM 67.4
#2 DIESEL 56.0
#1 DIESEL 66.0

ALL PRICES, EX TAX &
SUBJECT TO CHANGE
OR ERROR
CORRECTION.

THANK YOU

TIME 4:40 PM
DATE 7-29-87

UL 59.4
eight 1.25
dly 2.
62.65

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Johnnie Isenberg
Box 215
Grandview, Texas, 76050

Signature: Johnnie Isenberg
Name and title: owner
Date of bid: 8-2-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of _____:

From existing stock or to be ordered:

Unit price per each as specified: 7¢ per ton per loaded mile

Total bid price: none

Delivery date anticipated: _____

Factory or dealer warranties: _____

Name and location of authorized repair stations: _____

Company Name: Johnnie Isenberg

Representative: _____

Date: 8-2-87 607

608

BID FOR HAULING MATERIALS FOR
JOHNSON COUNTY ALL PRECINCTS

.15¢ PER LOADED YD MILE

RICHEY EXCAVATING &
TRUCKING INC.

1-817-478-2711

John W. Richey

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Texas High Roller Inc.
R.R. 1 Box 2425
Bryan, Tx. 77803

Signature: Weldon Lloyd

Name and title: Weldon Lloyd V.p.

Date of bid: 8/5/87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of 1987 High Roller: Road Repair Machine

From existing stock or to be ordered: To Be built

Unit price per each as specified: \$11,351.00 Installed

Compt. With Belt Conveyor. Less Spinners

Total bid price: For 4 or Less \$11,351.00 Each

Delivery date anticipated: 2-3 Weeks

Factory or dealer warranties: See Warrenty Attached

Name and location of authorized repair stations: Bryan, Tx.

Company Name: TEXAS HIGH ROLLER INC

Representative: WELDON LLOYD

Date: 8/5/87 609

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

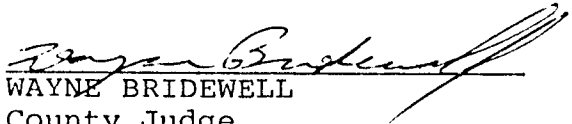
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 18, 1987 - 9:00 A.M.

BUDGET WORKSHOP

BUSINESS RECORDS CORPORATION

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

Posted: 2:00 P.M.
August 14, 1987

AUGUST 18, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN, that on this the 18th day of August, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

BUSINESS RECORDS CORPORATION

Motion was made by Comm. York, seconded by Comm. Miller to approve the agreement establishing the pricing guidelines for the 1987 BATCH TAX ROLL and other related processing provided by the Business Records Corporation at an estimated cost of \$23,342.00.

All voted aye.

BUDGET WORKSHOP

The Commissioners Court worked on the preparation of the budget for the 1987-1988 fiscal year until approximately 5:00 P.M.

The meeting was recessed until 9:00 A.M. on Wednesday, August 19, 1987.

The Commissioners Court continued working in the budget workshop until approximately 1:00 A.M. on Thursday, August 20, 1987.

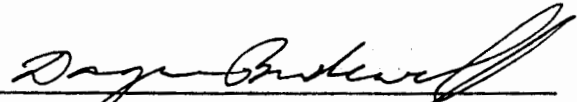
The meeting was recessed until 1:30 P.M. on Friday, August 21, 1987.

The Commissioners Court continued working in the budget workshop until approximately 5:00 P.M. on August 21, 1987.

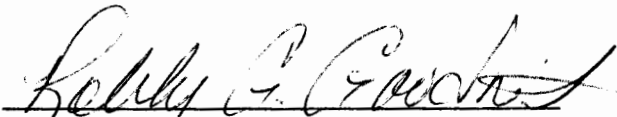
6/2

19

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested By:


ROBBY GOODNIGHT, County Clerk



**BUSINESS RECORDS
CORPORATION**
INFORMATION SYSTEMS
DIVISION

Comm. Dt. Monday Aug 17

August 6, 1987

Mr. W. E. Carroll
Tax Assessor - Collector
JOHNSON COUNTY
121 W. Chambers
Cleburne, Texas 76031

Dear Ed:

The time to process 1987 Tax Rolls, Statements, and Receipts is fast approaching. Please review the enclosed agreement which establishes our 1987 price schedule for these services and optional related services.

It is important that we have written notification from you for our processing schedule. Clients will be served on a first come/first serve basis, based upon the date we receive the enclosed authorization AND the date we receive (in writing) your final approved tax rates. Please sign and return the enclosed agreement as soon as possible and we will schedule you for prompt processing.

Our goal is to schedule all client processing in a manner that will yield the quickest turn-around time possible to meet your schedules. Aside from "speed" however, our emphasis will be on "quality control" to insure the integrity of your data.

Thank You for your business and support in past years. We look forward to the opportunity to serve you again this year and in the future.

Sincerely,

Michael T. Bauer

Michael T. Bauer
Director - Southern Region

MTB/sg

Encl.



133

BUSINESS RECORDS CORPORATION

614
INFORMATION SYSTEMS DIVISION

TEXAS TAX SERVICES AGREEMENT
FOR
1987 BATCH PROCESSING

This agreement establishes the pricing guidelines for 1987 Batch Tax Roll and other related processing as outlined below.

CURRENT YEAR TAX SERVICE

1987 Tax Roll (3 copies)
1987 Tax Receipts (3 copies)
1987 Tax Statement (1 copy)

All of the above production will be charged @ \$.35 per value line plus one fourth (1/4) of the overflow lines. This charge includes all forms listed above but does not include envelopes and binding. Rolls will not be processed by BRC until tax rates are received in writing from the Tax Assessor - Collector. There will be a minimum charge of \$500.00 for this processing.

In order for us to schedule and produce your rolls within an acceptable turn-around time, please notify us of the dates you will be setting your rates. In the event that you may be facing a delay in setting rates, we will do whatever necessary to help you get your roll processed in a timely manner.

OPTIONAL SERVICES

BINDING

Tax Roll Binders	\$50.00 each
Alpha Dividers - Metal	\$40.00 each
Receipt Binders	\$15.00 each
Proof List Binders	\$ 5.00 each

ADDITIONAL COPIES

Extra copies of the Tax Rolls can be processed for \$.15 per value line.
Extra copies of the Tax Statements can be processed for \$.10 each.
Extra copies of the Tax Roll File in Proof List format can be processed for \$.05 per value line.

Forms will be billed as used for all additional copy runs.

SUPPLEMENTAL TAX ROLL/RECEIPTS/STATEMENTS
\$500.00 lump sum fee per run (all forms included)

ENVELOPE ENCLOSED STATEMENT - Entire file, and a separate past due statement (no return envelope enclosed) @ \$.10 each. Forms billed as used.

PAST DUE STATEMENTS - With penalty and interest calculated for five (5) months @ \$.10 per statement (3 part). Minimum charge is \$50.00. Forms billed as used.

MONTHLY REPORTS - \$.10 per receipt listed on payments that have been made. Minimum charge is \$50.00 per month. Forms billed as used.

TAPE COPIES

Any tape copies requested by client or other taxing jurisdiction will be processed and provided for \$200.00 per taxing jurisdiction.

A U T H O R I Z A T I O N

BUSINESS RECORDS CORPORATION

BY: _____
Client

Signature

Signature

Title

Title

Date Signed

Date Signed and Effective

NOTE: Due to the abundance of orders we get during tax collection season, we ask you to provide us with an "Approximate" date that you expect to set tax rates. The date you give below will be used for initial scheduling purposes. We will contact you prior to this date to establish the actual date to process and remind you to send us a written copy of the tax rates we are to use for processing.

Estimated date of Tax Rate Setting

____/____/____
MM DD YY

6/6

13

BUSINESS RECORDS CORPORATION
TEXAS COMPUTER SERVICES
1987 Forms Price Guidelines

BRC will be billing for form usage at the following prices which represent our "cost" of the Forms. Forms will be billed for all services unless an agreement is established where the forms cost is incorporated into the processing fee (i.e., 1987 Tax Roll Processing Agreement).

	# Of Forms Per Box	Cost Per Form	Cost Per Box
<u>TAX SYSTEM FORMS:</u>			
BOARD OF REVIEW NOTICES (MAILERS PLUS COPY)	1,500	\$.04 EACH	\$ 60.00
APPRAISAL CARDS	1,300	\$.10 EACH	\$ 130.00
PRELIMINARY APPRAISAL ROLL (1 PT)	2,200	\$.02 PAGE	\$ 44.00
FINAL APPRAISAL ROLL (1 PT)	2,300	\$.04 PAGE	\$ 92.00
INVENTORIES (1 PT)	7,500	\$.01 EACH	\$ 75.00
INVENTORIES (2 PT)	1,500	\$.02 EACH	\$ 30.00
COUNTY TAX ROLL (3 PT)	450	\$.09 PAGE	\$ 40.50
SCHOOL TAX ROLL (2 PT)	650	\$.09 PAGE	\$ 58.50
TAX RECEIPTS & STATEMENT (4 PT)	2,100	\$.02 EACH	\$ 42.00
MONTHLY REPORT (2 PT)	800	\$.06 PAGE	\$ 48.00
FORM 16 (2 PT)	800	\$.06 PAGE	\$ 48.00
FORM 18 (2 PT)	700	\$.09 PAGE	\$ 63.00
DELINQUENT TAX ROLL (2 PT)	800	\$.09 PAGE	\$ 72.00
DELINQUENT STATEMENT - ALL YRS. (3 PT)	800	\$.04 EACH	\$ 32.00
DELINQUENT STATEMENT - CURRENT (3 PT)	2,550	\$.02 EACH	\$ 51.00
TAX CERTIFICATE/RECEIPT (3 PT)	800	\$.04 EACH	\$ 32.00

87 FORMS PRICE GUIDELINES

PAGE 2 OF 3

	# of Forms Per Box	Cost Per Form	Cost Per Box
<u>VOTER SYSTEM FORMS:</u>			
VOTER CERTIFICATES-100# (1 PT) 2 UP	2,000	\$.01 EACH	\$ 20.00
VOTER CERTIFICATES-20# (1 PT) 1 UP	5,300	\$.01 EACH	\$ 53.00
VOTER CERTIFICATES-100# (1 PT) 1 UP	2,400	\$.03 EACH	\$ 72.00
VOTER CERTIFICATES (2 PT) 1 UP	1,500	\$.02 EACH	\$ 30.00
VOTER CERTIFICATES (3 PT) 1 UP	1,200	\$.02 EACH	\$ 24.00
ALPHA LIST-STOCK (4 PT)	800	\$.05 PAGE	\$ 40.00
PRECINCT LIST (MAKES 8 COPIES) 4 PT	400	\$.09 PAGE	\$ 36.00
JURY WHEEL FORM (1 PT)	1,000	\$.02 EACH	\$ 20.00
COMBINATION FORM (3 PT)	1,000	\$.08 PAGE	\$ 80.00
JURY MAILERS-CARD FORM	1,300	\$.03 EACH	\$ 39.00

MOTOR VEHICLE SYSTEM FORMS:

DHV INQUIRY FORMS (2 PT)	2,200	\$.01 PAGE	\$ 22.00
DHV INQUIRY FORMS (1 PT)	2,200	\$.01 PAGE	\$ 22.00

BINDING

TAX ROLL BINDER	\$50.00 EACH
TAX ROLL ALPHA DIVIDERS A-Z	\$40.00 EACH SET
TAX ROLL RECEIPT BINDER (3 UP)	\$15.00 EACH
TAX ROLL RECEIPT BINDER (1 UP)	\$ 8.75 EACH
PROOFLIST BINDER	\$ 5.00 EACH
ALPHA LIST-TOP BINDER	\$ 5.00 EACH

617

OF FORMS
Per BoxCOST Per
FormCost Per
BoxMISCELLANEOUS FORMS:

LABELS (4 Up)	20,000	\$.005 EACH	\$ 100.00
STOCK FORM WIDE (11 X 14)			
1 PART	3,200	\$.01 PAGE	\$ 32.00
2 PART	1,500	\$.02 PAGE	\$ 30.00
4 PART	800	\$.04 PAGE	\$ 32.00
STOCK FORM NARROW (8 1/2 X 11)			
1 PART	3,000	\$.01 PAGE	\$ 30.00
2 PART	1,500	\$.02 PAGE	\$ 30.00
3 PART	900	\$.03 PAGE	\$ 27.00

NOTE: All forms processed and printed at BRC and shipped to the Client, will be billed at the per form prices stated above based upon the actual number of forms used.

All blank forms (for printing at the Client's site) will be shipped to the client in "minimum" lots of 1 box each and billed at the per box prices stated above.

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222


(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 24, 1987 - 8:30 A.M.

- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISIONS WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 SUBDIVISIONS
1. Towering Oaks - Revision - Prec. # 3
- 9:00 READING OF BILLS
APPROVAL OF MINUTES
- 9:30 CONSIDERATIONS
1. Harris HMO
2. Advantage Corp.
3. Justice of Peace Office - Prec. 2
4. State Treasurer's Cash Management Seminar in Austin on Friday, October 2, 1987
5. Seminar Policy
6. Regular meeting dates of Commissioners Court
7. Resolution on Issuance of Contractual Obligations for Purchase of Equipment
8. Insurance on Old Hospital Building
9. Old Hospital Building
10. Advertise for Bids
11. Request to name street in Easdon Addition
12. Resolution on Sheriff's vehicles being marked as law enforcement vehicles
13. Award bid on the sale of motor grader for Prec. 4
14. Line Item Budget Amendment
- 10:00 "MEETING OF GOVERNING BODY TO DISCUSS TAX RATE; IF INCREASE OF MORE THAN THREE PERCENT PROPOSED, TAKE RECORD VOTE AND SCHEDULE PUBLIC HEARING."

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 21, 1987

620

AUGUST 24, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 24th day of August, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

READING OF BILLS

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the bills as presented by the Auditor.

All voted aye; motion passed.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the minutes of the Court meeting of August 10, 1987, as presented.

All voted aye; motion passed.

CONSIDERATIONS

14. LINE ITEM BUDGET AMENDMENTS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the line item budget amendments as presented by the Auditor.

All voted aye; motion passed.

10. ADVERTISE FOR BIDS

Motion was made by Comm. York, seconded by Comm. Miller, to authorize the advertising for bids of one tractor with brushcutter and two mowers for Precinct No. 4 and for one tractor with brushcutter for Precinct No. 3.

All voted aye; motion passed.

5

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the Commissioner in Precinct No. 1 advertising for bids for the construction of an equipment shed.

All voted aye; motion passed.

SUBDIVISIONS

1. TOWERING OAKS - REVISION

Motion was made by Comm. Miller, seconded by Comm. York, to approve the revision of Lot F of Towering Oaks subdivision into Lot F-R, subject to the \$100.00 revision fee being paid to the County Auditor.

All voted aye; motion passed.

CONSIDERATIONS

11. REQUEST TO NAME STREET IN EASDON ADDITION

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the naming of the road in the Easdon Addition as the West Lake Road, with the people requesting this name designation being responsible for paying the costs of a sign and erecting it at a location approved by the County Commissioner in Precinct No. 1.

All voted aye; motion passed.

"MEETING OF GOVERNING BODY TO DISCUSS TAX RATE...."

Motion was made by Comm. Miller, seconded by Comm. Harmon, to schedule a public hearing to discuss the proposed tax increase for Tuesday, September 8, 1987, at 10:00 a.m.

All voted aye; motion passed.

CONSIDERATIONS

12. RESOLUTION ON SHERIFF'S VEHICLES BEING MARKED AS LAW ENFORCEMENT VEHICLES

Motion was made by Comm. Miller, seconded by Comm. Harmon, to pass the resolution requested by the Sheriff, enabling the Sheriff to use his discretion in marking department vehicles as law enforcement vehicles.

629
All voted aye; motion passed.

1. HARRIS HMO

A representative from Harris Methodist Health Plan presented the Court with its health insurance plan.

No action was taken.

2. ADVANTAGE CORP.

Two representatives from Advantage Corporation presented the Court with its personnel administration and health insurance plans.

No action was taken.

8. INSURANCE ON OLD HOSPITAL BUILDING

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the obtaining of insurance for the old hospital building in the amount of \$3,000,000.00 with a \$100,000.00 deductible at the best premium rate that the Auditor can obtain.

VOTING FOR: Comm. Harmon, Comm. Miller, and Judge Bridewell

VOTING AGAINST: Comm. Roe and Comm. York

Motion passed.

6. REGULAR MEETING DATES OF COMMISSIONERS' COURT

Motion was made by Comm. York, seconded by Comm. Roe, to set the regular meeting dates of the Johnson County Commissioners' Court as the first, second, and fourth Mondays of each month, and if a holiday happens to fall on the first, second, or fourth Monday, then the regular meeting date of the Commissioners' Court would be the Tuesday immediately following the Monday on which the holiday occurs.

All voted aye; motion passed.

5. SEMINAR POLICY

Motion was made by Comm. Harmon, seconded by Comm. York, to limit county employees attending conferences and seminars to elected officials, department heads, supervisors, and those that

1

have mandatory training requirements, and the Commissioners' Court must approve all requests to attend seminars and conferences in advance. The conference or seminar must relate to the job duties of the employee and the employees should attend the conference or seminar that is closest to Cleburne and should drive back and forth between home whenever possible.

All voted aye; motion passed.

7. RESOLUTION ON ISSUANCE OF CONTRACTUAL OBLIGATIONS FOR PURCHASE OF EQUIPMENT

No action was taken.

13. AWARD BID ON THE SALE OF MOTOR GRADER FOR PRECINCT NO. 4

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the high bid of Johnny Isenberg in the amount of \$4,051.00 to purchase a used motor grader from Precinct No. 4.

All voted aye; motion passed.

3. JUSTICE OF PEACE OFFICE - PRECINCT NO. 2

Judge Slack requested approval for the building of bookcases for his office for the large docket books.

The Court decided to consider the request in next year's budget.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to consider the request for constructing bookcases in budget hearings for the next fiscal year beginning on October 1, 1987.

All voted aye; motion passed.

RECESS

The meeting was recessed until 9:00 a.m. on Tuesday, August 25, 1987. The Commissioners Court discussed the budget and proposed tax increase until approximately 5:00 P.M.

The Commissioners Court meeting was recessed until 9:00 A.M. on Friday, August 28, 1987.

The Commissioners Court reconvened at 9:00 A.M. on Friday, August 28, 1987.

624

READING OF BILLS

Motion was made by Comm. York, seconded by Comm. Miller to approve the payment of a bill to Davis Trucking for hauling of material for Prec. 3 in the amount of \$9,559.29 and a bill owed to J.L. Calahan from Prec. 1 in the amount of \$109.35

All voted aye; motion passed.

CONSIDERATIONS

2. ADVANTAGE CORPORATION

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the proposal of Advantage Corp. for services and hospitalization insurance for Johnson County with the program instituted on October 1, 1987 or as soon thereafter as possible.

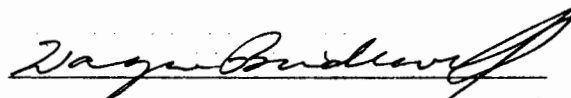
All voted aye; motion passed.

"MEETING OF GOVERNING BODY TO DISCUSS TAX RATE...."


Motion was made by Comm. Miller, seconded by Comm. Roe to set the Public Hearing on Tax Increase at 10:00 A.M. on Tuesday, September 8, 1987 including 8% tax increase for Ad Valorem and Lateral Road Taxes, \$200,000.00 Indigent Care, and \$182,760.00 principal amount for purchase of equipment on Contractual Obligations for a 2 year term.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


Robby Goodnight, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

UD MILLER
Commissioner Precinct 4

Metro
477-3222

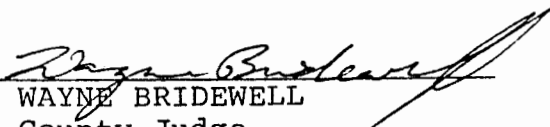
(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 28, 1987 - 9:00 A.M.

- 9:00 A.M. 1. Request of Veteran's Service Officer to attend
conference
2. Budget Workshop
3. Road Classification Workshop
4. Hill College

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 25, 1987

625

626

AUGUST 28, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 28th day of August, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

1. REQUEST OF VETERAN'S SERVICE OFFICER TO ATTEND CONFERENCE

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the Veteran's Service Officer attending the Annual Conference for Veterans Service Officers in Dallas on August 31 through September 4, 1987.

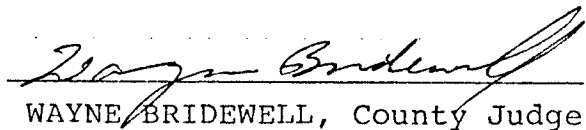
All voted aye; motion passed.

3. ROAD CLASSIFICATION WORKSHOP

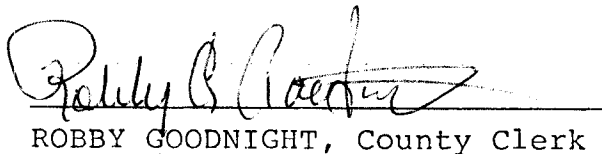
The Commissioners Court met with Morris James, the consultant on the road classification system, and discussed the requirements for accepting roads for county maintenance in subdivisions that were more than 80% sold out on September 1, 1983 and the roads were not built to county standards.

No action was taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested By:


ROBBY GOODNIGHT, County Clerk

Submitted 8-24-87

LINE ITEM ADMENDMENTS

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>ROAD & BRIDGE # 1</u>			
Repairs - Equipment	\$ 20,000.00		\$ 20,000.00
Road Repair Supplies		\$ 44,000.00	(44,000.00)
Labor	15,000.00		15,000.00
Fringe Benefits	8,000.00		8,000.00
Extra Help	1,000.00		1,000.00
<u>ROAD & BRIDGE # 2</u>			
Road Repair Supplies		22,000.00	(22,000.00)
Labor	15,000.00		15,000.00
Fringe Benefits	7,000.00		7,000.00
<u>ROAD & BRIDGE # 3</u>			
Equipment	63,000.00		63,000.00
Extra Labor		5,000.00	(5,000.00)
Labor	5,000.00		5,000.00
Fringe Benefits	4,500.00		4,500.00
Road Repair Supplies		67,500.00	(67,500.00)
<u>ROAD & BRIDGE # 4</u>			
Labor	12,000.00		12,000.00
Fringe Benefits	2,500.00		2,500.00
New Equipment	100,000.00		100,000.00
Road Repair Supplies		114,500.00	(114,500.00)
<u>COUNTY CLERK</u>			
Record Books	1,500.00		1,500.00
Deputies		2,500.00	(2,500.00)
Postage	1,000.00		1,000.00
<u>QUALITY CONTROL</u>			
Miscellaneous	150.00		150.00
Telephone		150.00	(150.00)

628

(2)

LINE ITEM ADMENDMENTS (Con't)

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>NON-DEPARTMENTAL</u>			
Office Supplies	\$ 2,000.00		\$ 2,000.00
Court Appt. Atty. 249th	5,000.00		5,000.00
Advertising	2,917.25		2,917.25
Operating Reserve	10,000.00		10,000.00
Court Appt. Atty. 18th		\$ 5,000.00	(5,000.00)
Appraisal Dues		14,917.25	(14,917.25)
<u>COUNTY COURT AT LAW</u>			
Postage	500.00		500.00
Telephone		500.00	(500.00)
<u>DISTRICT CLERK</u>			
Postage	1,500.00		1,500.00
Record Books		1,500.00	(1,500.00)
<u>JUSTICE OF THE PEACE</u>			
Salary - Clerk	6,600.00		6,600.00
Record Books	500.00		500.00
Telephone - Courthouse	1,002.10		1,002.10
Telephone & Postage # 2		802.10	(802.10)
Rent		1,000.00	(1,000.00)
<u>COUNTY ATTORNEY</u>			
Office Salaries	4,100.00		4,100.00
Postage	400.00		400.00
Telephone		400.00	(400.00)
<u>DISTRICT ATTORNEY</u>			
Salary - Staff	10,000.00		10,000.00
Postage	400.00		400.00
Telephone		400.00	(400.00)

(3)

LINE ITEM ADMENDMENTS (Con't)

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>COUNTY AUDITOR</u>			
Deputies	\$ 4,600.00	\$	\$ 4,600.00
Postage	400.00		400.00
Telephone		400.00	(400.00)
 <u>COUNTY TREASURER</u>			
Postage	500.00		500.00
Record Books		500.00	(5500.00)
 <u>COURTHOUSE & JAIL</u>			
Repairs & Replacements	5,000.00		5,000.00
 * <u>SHERIFF</u>			
*Auto Repairs	2,000.00		2,000.00
ROCIC		500.00	(500.00)
ROCIC Travel		500.00	(500.00)
Training		1,000.00	(1,000.00)
 <u>ADULT PROBATION</u>			
Utilities	1,100.00		1,100.00
Janitorial Supplies		1,100.00	(1,100.00)
 <u>JUVENILE OFFICE</u>			
Postage	100.00		100.00
Telephone		100.00	(100.00)
 <u>CHILD WELFARE</u>			
Transportation		500.00	(500.00)
Legal Expense	500.00		500.00
 <u>COUNTY EXTENSION OFFICE</u>			
Postage	100.00		100.00
Telephone		100.00	(100.00)

630

(4)

F

LINE ITEM ADMENDMENTS (Con't)

	<u>TO</u>	<u>FROM</u>	<u>AMOUNT</u>
<u>HOSPITAL PROCEEDS- MEDICAL EXAMINER</u>			
Equipment	\$ 300.00		\$ 300.00
Postage & Telephone		\$ 300.00	(300.00)
 <u>CHILD WELFARE</u>			
Foster Care		30,000.00	(30,000.00)

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

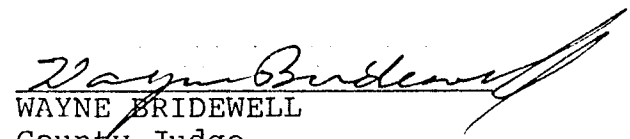
SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 31, 1987 - 9:00 A.M.

9:00 A.M. APPROVAL OF MINUTES

9:15 A.M. CONSIDERATIONS

1. Advertising for Bids
2. Bill for Hauling of material in Prec. # 3
3. Line Item Budget Amendment
4. Utility Easement for New Law Enforcement Center
5. State Treasurer's Cash Management Seminar
in Austin on Friday, October 2, 1987
6. Appointment of Board Member to MHMR Center
7. Road Classification System
8. Construction of Johnson County Law Enforcement
Center
9. Raise fees for Tax Certificates
10. Old Hospital Building

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
August 28, 1987

632

AUGUST 31, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 31st day of August, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the minutes of the meetings of August 17, 1987 and August 18, 1987, as presented.

All voted aye; motion passed.

CONSIDERATIONS

2. BILL FOR HAULING OF MATERIAL IN PRECINCT #3

This bill has already been approved for payment.

6. APPOINTMENT OF BOARD MEMBER TO MHMR CENTER

Motion was made by Comm. York, seconded by Comm. Miller, to appoint Bob Thorpe of Alvarado as a board member to the Mental Health Mental Retardation Center in Johnson County.

All voted aye; motion passed.

3. LINE ITEM BUDGET AMENDMENT

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the Line Item Amendment to the Sheriff's budget to re-classify the salaries of deputies as requested by the Sheriff. A copy of that salary re-classification is attached to the minutes.

All voted aye; motion passed.

4. UTILITY EASEMENT FOR NEW LAW ENFORCEMENT CENTER

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve Johnson County acquiring a utility easement from Steven

Roye and his wife on a lot on Kilpatrick Street in Cleburne to the site of the new Johnson County Law Enforcement Center for \$1,500.00

All voted aye; motion passed.

5. STATE TREASURER'S CASH MANAGEMENT SEMINAR IN AUSTIN

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the County Treasurer, County Auditor, and County Judge attending the State Treasurer's Cash Management for Local Government Conference in Austin on October 1, 1987.

All voted aye; motion passed.

RECESS

Commissioners recessed at 9:50 a.m.

Commissioners reconvened into open court at 10:10 a.m.

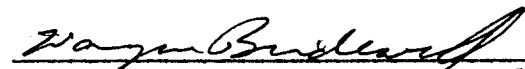
CONSIDERATIONS

9. RAISE FEES FOR TAX CERTIFICATES

Motion was made by Comm. Roe, seconded by Comm. Miller, to approve the setting of a fee of \$10.00 for each tax certificate issued by the Johnson County Tax Assessor-Collector, to be effective on September 1, 1987.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

634

LINE ITEM BUDGET AMENDMENTS

Sheriff's Office

- Salaries of deputies that are effective on September 1, 1987

Jail Administrator	\$19,740.00
Lt. 2 @ \$18,540.00	37,080.00
Sgt. 5 @ \$16,995.00	84,975.00
Cpl. 3 @ \$16,068.00	48,204.00
Deputies 10 @ \$14,832.00	148,320.00

The position of Chief Deputy at a salary of \$21,012.00 is eliminated.

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

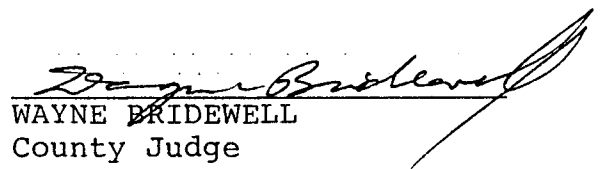
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
AUGUST 31, 1987- 1:30 P.M.

BUDGET WORKSHOP

PARKEY AND PARTNERS

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 1:30 A.M.
August 28, 1987

636

AUGUST 31, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 31st day of August, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

CONSIDERATIONS

PARKEY AND PARTNERS

The Commissioners Court heard a proposal by James Parkey, an architect for Parkey and Partners Architects, Inc. for the construction of a Regional Reintegration Center in Johnson County.

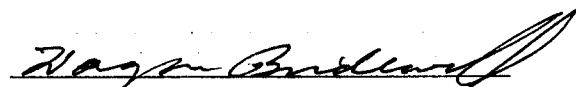
No action was taken.

BUDGET WORKSHOP

The Commissioners Court met in a budget workshop until 5:00 P.M. The meeting was recessed until 9:00 A.M. on Tuesday, September 1, 1987.

The Commissioners Court reconvened at 9:00 A.M. on Tuesday, September 1, 1987 and continued with the budget workshop until 5:00 P.M.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

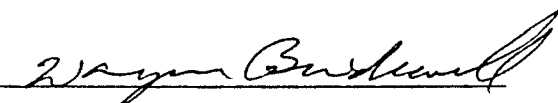
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
SEPTEMBER 3, 1987 - 7:00 P.M.

7:00 P.M. PARKEY AND PARTNERS ARCHITECTS, INC.

* This meeting has been called as a matter of urgent necessity in order to consider an opportunity for economic development in the county which requires immediate action.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 1:00 P.M.
September 2, 1987

638

SEPTEMBER 3, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 3rd day of September, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present except Comm. Miller and considered the following:

CONSIDERATIONS


PARKEY AND PARTNERS ARCHITECTS, INC.

The Commissioners Court heard a presentation by James Parkey, an architect from Parkey and Partners Architects, Inc. concerning a Regional Reintegration Center for Johnson County.

Several representatives of cities and Chambers of Commerce in the county were present to hear this proposal.

No action was taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

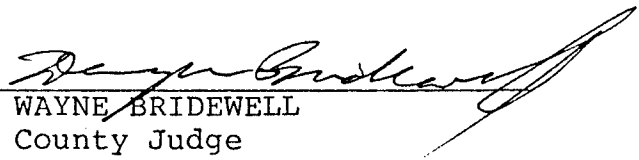
(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
SEPTEMBER 3, 1987 - 1:30 P.M.

1:30 P.M. TEXAS COMMISSION ON JAIL STANDARDS
BUDGET WORKSHOP
OLD HOSPITAL BUILDING

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 3:30 P.M.
August 31, 1987

640

SEPTEMBER 3, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 3rd day of September, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present except Comm. Miller and considered the following:

CONSIDERATIONS

TEXAS COMMISSION ON JAIL STANDARDS

The Commissioners Court heard a report by Bob Dearing, an inspector for the Texas Department of Jail Standards, on his inspection of the Johnson County Jail.

No action was taken.

OLD HOSPITAL BUILDING

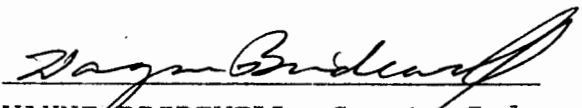
The Commissioners Court heard a proposal by Todd Barnette and Phil Cury of the Coldwell Banker Commercial Real Estate Services concerning the listing of the old hospital property for sale.

No action was taken.

BUDGET WORKSHOP

The Commissioners Court met in a budget workshop until 5:00 P.M.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
September 8, 1987- 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISION WITH QUALITY
CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. Sasha Meadows - Revision - Precinct # 2

9:15 APPROVAL OF MINUTES

9:30 CONSIDERATIONS

1. Advertising for Bids
2. Radio Equipment for Sheriff's Office
3. First Southwest Company
4. Order on Issuance of Contractual Obligations
to Purchase Equipment
5. Canvas Votes on Optional County Sales Tax Election
6. Builders Risk Insurance on new Law Enforcement
Center
7. Hospitalization Insurance
8. Construction of new Law Enforcement Center
9. Old Hospital Building
10. Designation of Polling Places
11. Designation of Census Tracts and Enumeration
Districts
12. Advantage Corporate Services Inc.
13. County Clerk on Foreclosure Sales
14. Subdivision Regulations
15. Law Library Fees
16. Fees for taking Defensive Driving Courses

10:00 PUBLIC HEARING ON THE PROPOSED 1987-1988 BUDGET FOR
JOHNSON COUNTY

10:00 PUBLIC HEARING ON THE PROPOSED 1987-1988 REVENUE SHARING
BUDGET FOR JOHNSON COUNTY

10:00 PUBLIC HEARING ON TAX INCREASE

11:00 AWARD BIDS ON SALE OF EQUIPMENT FOR PRECINCT #3

AWARD BIDS ON ROAD MATERIAL

AWARD BIDS ON REPAIR OF HEATING AND AIR CONDITIONING ON
ALL COUNTY BUILDINGS

641

642

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

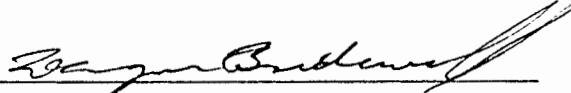
BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 8:30 A.M.
September 4, 1987

SEPTEMBER 8, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 8th day of September, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular session with all members present and considered the following:

SUBDIVISIONS

1. SASHA MEADOWS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the revision of Lots 3, 4, 5, and 6 of the Sasha Meadows No. Two subdivision into Lots 3-R and 4-R, subject to a \$100.00 revision fee being paid to the County Auditor.

All voted aye; motion passed.

CONSIDERATIONS

10. DESIGNATION OF POLLING PLACES

Judge Bridewell informed the Court that the polling place of Box 22 in Keene will need to be changed because Keene I.S.D. is at capacity and space is not available for a polling place at the school.

No action was taken.

13. COUNTY CLERK ON FORECLOSURE SALES

Motion was made by Comm. York, seconded by Comm. Harmon, to pass an Order scheduling foreclosure sales on property for the first Tuesday of each month at the west entrance of the Courthouse in Cleburne.

All voted aye; motion passed.

644

4. ORDER ON ISSUANCE OF CONTRACTUAL OBLIGATIONS TO PURCHASE EQUIPMENT

Motion was made by Comm. Miller, seconded by Comm. Roe, to approve the Order Authorizing the Issuance of Public Property Finance Contractual Obligations in the principal amount of \$186,000.00 for the purchase of equipment at 7% interest for a two year term, in the total amount of \$204,655.00 including principal and interest.

All voted aye; motion passed.

3. FIRST SOUTHWEST COMPANY

Boyd London of First Southwest Company, financial advisor for the County's construction of the law enforcement center, advised the Court that the County's bank depository contract may need to have some clarifications made as far as the F.D.I.C. insured deposits are concerned. The Court decided to discuss the matter with bank officials before hiring First Southwest's attorneys to study the matter.

RECESS

Commissioners recessed at 10:05 a.m.

Commissioners reconvened into open court at 10:15 a.m.

PUBLIC HEARINGS

A public hearing was held on the proposed 1987-1988 Revenue Sharing Budget for Johnson County.

Virginia Hardee, President of the Johnson County Committee on Aging, requested the Court to increase the County's donation to \$25,000.00 in order to be able to provide more Meals on Wheels to the indigent citizens of the County.

A public hearing was held on the proposed 1987-1988 Budget for Johnson County.

A public hearing was held on the tax increase.

Motion was made by Comm. Miller, seconded by Comm. Roe, to set the meeting to adopt the tax rate at 10:00 a.m. on Monday, September 14, 1987.

All voted aye; motion passed.

RECESS

Commissioners recessed at 11:15 a.m.

Commissioners reconvened into open court at 11:35 a.m.

AWARD BIDS ON SALE OF EQUIPMENT FOR PRECINCT #3

Motion was made by Comm. York, seconded by Comm. Miller, to reject the bid from Mike Whiteside to buy the older green Chevrolet pickup for \$75.00 and to haul off the wrecked blue Chevrolet pickup at no charge.

All voted aye; motion passed.

AWARD BIDS ON ROAD MATERIAL

The Auditor's office has not been able to review these bids, so no action was taken.

AWARD BIDS ON REPAIR OF HEATING AND AIR CONDITIONING ON ALL COUNTY BUILDINGS

The Auditor's office has not been able to review these bids, so no action was taken.

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the minutes as written for the meeting of August 11, August 24, two meetings on August 31, and two meetings on September 3 of 1987.

All voted aye; motion passed.

646

6

CONSIDERATIONS

16. FEES FOR TAKING DEFENSIVE DRIVING COURSES

Motion was made by Comm. York, seconded by Comm. Miller, to authorize each Justice of the Peace and Judges of other Courts in Johnson County charging an administrative fee of \$10.00 in cases in which the defendants take a Defensive Driving Course.

All voted aye; motion passed.

15. LAW LIBRARY FEES

Motion was made by Comm. Roe, seconded by Comm. Miller, to authorize the collection of a \$20.00 Law Library fee in each civil case, except suits for delinquent taxes, hereafter filed in each County or District Court of Johnson County, to be effective on October 1, 1987.

All voted aye; motion passed.

5. CANVASS VOTES ON OPTIONAL COUNTY SALES TAX ELECTION

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the canvass of the Optional County Sales Tax Election which was held on August 8, 1987, in which there were 929 people who voted against the optional 1/2% county sales tax and 480 persons who voted in favor of it.

All voted aye; motion passed.

RECESS

Commissioners recessed for lunch at 12:05 p.m.

Commissioners reconvened into open court at 1:40 p.m.

CONSIDERATIONS

11. DESIGNATION OF CENSUS TRACTS AND ENUMERATION DISTRICTS

No action was taken.

1. ADVERTISING FOR BIDS

No action was taken.

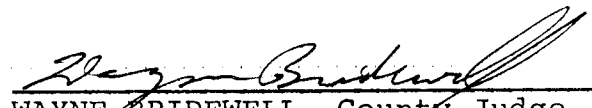
7. HOSPITALIZATION INSURANCE

Representatives from Sanus and Maxicare HMO's met with the Court, apprising the Commissioners that several county employees who are presently on their health maintenance programs would like to have the option of retaining this coverage.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to approve the County paying Advantage Corporation \$65.00 per month per employee for standard hospitalization and \$15,000.00 life insurance, and that each employee would have the option of participating in the Maxicare or Sanus HMO for that portion of the \$65.00 that was attributable to standard hospitalization, and that employees would also be given the option of participating in a dental and eye care program at their own costs; and the County would provide \$15,000.00 life insurance to all employees.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

648

8

To The County Auditor:

I have examined the vehicles for bidding and taking to consideration neither of the vehicles I propose to bid on are running or that it is possible for them to be made run, I will bid \$75 for the older green Chevy Pick up. I would also haul off the wrecked ~~to~~ Blue Chevy Pick up with no charge.

Thank you,
Mike Whiteside

Mike Whiteside
311 Erie
Cleburne, Tx.
641-5743

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 MEETING ON THE 8TH DAY OF SEPTEMBER, 1987, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Wayne Bridewell, County Judge	Billy F. Roe
Robby Goodnight, County Clerk	Ron Harmon
Jimmie York	Bud Miller

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 AUTHORIZING PUBLIC PROPERTY FINANCE
CONTRACTUAL OBLIGATIONS, SERIES 1987

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.

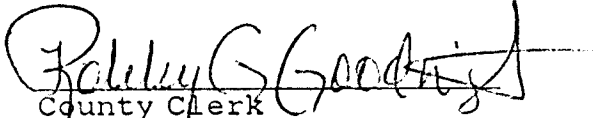
2. That a true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said Meeting 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 Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and

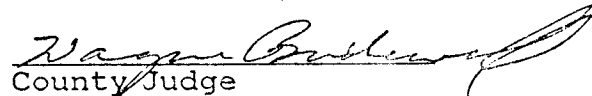
650

10

members consented, in advance, to the holding of said Meeting for such purpose; 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.

SIGNED AND SEALED the 8th day of September, 1987.


County Clerk


County Judge

(COMMISSIONERS COURT SEAL)

ORDER AUTHORIZING THE ISSUANCE OF
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS

THE STATE OF TEXAS
COUNTY OF JOHNSON

:
:

WHEREAS, the Public Property Finance Act, Vernon's Article 2368a.2 authorizes the Issuer to execute, perform, and make payments under contracts with any person for the use, acquisition or purchase of personal property as described in said Act; and

WHEREAS, the Act permits the governing body of the Issuer to execute contracts in any form deemed appropriate by said governing body in connection with the use, acquisition or purchase of personal property; and

WHEREAS, the governing body of the Issuer desires to acquire or purchase personal property, all as described in Exhibit A attached hereto, or such other personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, deemed by the governing body of the Issuer to be necessary, useful and/or appropriate for the purposes of the Issuer (the "Property"); and

WHEREAS, the governing body of the Issuer deems it appropriate to adopt this Order and issue the "Contractual Obligations" herein authorized as permitted by the Act.

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

Section 1. AMOUNT AND PURPOSE OF CONTRACTUAL OBLIGATIONS: That the said Issuer's Public Property Finance Contractual Obligations (hereinafter sometimes called "Contractual Obligations") are hereby authorized to be issued in the aggregate principal amount of \$186,000, FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION OR PURCHASE OF PERSONAL PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, ARTICLE 2368a.2, V.A.T.C.S., AS AMENDED.

Section 2. DESIGNATION. That said Contractual Obligations shall be designated as the: JOHNSON COUNTY, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, SERIES 1987.

Section 3. DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CONTRACTUAL OBLIGATIONS. That initially there shall be issued, sold, and delivered hereunder fully registered contractual obligations dated September 1, 1987, in the respective denominations and principal amounts hereinafter

652

8

stated, in the denomination of \$1,000 or any integral multiples of \$1,000, payable to the respective initial registered owners thereof (as designated in Section 19 hereof), or to the registered assignee or assignees of said contractual obligations or any portion or portions thereof (in each case, the "registered owner"), and said contractual obligations shall mature and be payable on September 1 in the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>
1988	\$90,000
1989	96,000

The term "Contractual Obligations" as used in this Order shall mean and include collectively the contractual obligations initially issued and delivered pursuant to this Order and all substitute contractual obligations exchanged therefor, as well as all other substitute contractual obligations and replacement certificates issued pursuant hereto, and the term "Contractual Obligation" shall mean any of the Contractual Obligations.

Section 4. INTEREST. That the Contractual Obligations shall bear interest from the dates specified in the FORM OF CONTRACTUAL OBLIGATION set forth in this Order to their respective dates of maturity at the rate of ____% per annum. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CONTRACTUAL OBLIGATION set forth in this Order.

Section 5. CHARACTERISTICS OF THE CONTRACTUAL OBLIGATIONS. (a) Registration, Transfer, Conversion and Exchange; Authentication. That the Issuer shall keep or cause to be kept at the principal corporate trust office of First Republic Bank Fort Worth, N.A., Fort Worth, Texas (the "Paying Agent/ Registrar") books or records for the registration of the transfer, conversion and exchange of the Contractual Obligations (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Contractual Obligation to which payments with respect to the Contractual Obligations shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments

shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Contractual Obligation or Contractual Obligations. Registration of assignments, transfers, conversions and exchanges of Contractual Obligations shall be made in the manner provided and with the effect stated in the FORM OF CONTRACTUAL OBLIGATION set forth in this Order. Each substitute Contractual Obligation shall bear a letter and/or number to distinguish it from each other Contractual Obligation.

Except as provided in Section 5(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Contractual Obligation, date and manually sign said Contractual Obligation, and no such Contractual Obligation shall be deemed to be issued or outstanding unless such Contractual Obligation is so executed. The Paying Agent/Registrar promptly shall cancel all paid Contractual Obligation or Contractual Obligations surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Contractual Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Contractual Obligations in the manner prescribed herein, and said Contractual Obligations shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Vernon's Ann. Tex. Civ. St. Art. 717k-6, and particularly Section 6 thereof, the duty of conversion and exchange of Contractual Obligations as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Contractual Obligations, the converted and exchanged Contractual Obligations shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Contractual Obligations which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Contractual Obligations and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Contractual Obligations, all as provided in this Order. The Paying Agent/Registrar shall keep proper

654

14

records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Contractual Obligations.

(c) In General. The Contractual Obligations (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Contractual Obligations to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Contractual Obligations, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Contractual Obligations shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Contractual Obligations, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CONTRACTUAL OBLIGATION set forth in this Order. The Contractual Obligations initially issued and delivered pursuant to this Order (to which Contractual Obligations is attached the Registration Certificate of the Comptroller of Public Accounts) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Contractual Obligation issued in conversion of and exchange for any Contractual Obligation or Contractual Obligations issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CONTRACTUAL OBLIGATION. The Paying Agent/Registrar shall fill in the date of delivery of the Contractual Obligations under the heading "Original Issue Date" as it appears on the face of each of the Contractual Obligations upon the initial delivery of the Contractual Obligations to the purchaser named in Section 19 of this Order.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Contractual Obligations that at all times while the Contractual Obligations are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Contractual Obligations under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/

Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Contractual Obligations, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificate, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 6. FORM OF CONTRACTUAL OBLIGATIONS. The form of the Contractual Obligations, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

FORM OF CONTRACTUAL OBLIGATION

NO. R-_____

PRINCIPAL
AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JOHNSON
JOHNSON COUNTY, TEXAS
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION
SERIES 1987

<u>ORIGINAL ISSUE DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
September 1, 1987	_____ %	_____

ON THE MATURITY DATE specified above, JOHNSON COUNTY, (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

(hereinafter called the "registered owner") the principal amount of

and to pay interest thereon from the original issue date specified above, on March 1, 1988 and semiannually on each September 1 and March 1 thereafter to the maturity date specified above at the interest rate per annum specified

656

16

above; except that if this Contractual Obligation is required to be authenticated and the date of its authentication is later than February 15, 1988, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Contractual Obligation or Contractual Obligations, if any, for which this Contractual Obligation is being exchanged or converted from is due but has not been paid, then this Contractual Obligation shall bear interest from the date to which such interest has been paid in full.

IN CONSIDERATION of the registered owner's acceptance hereof, which acceptance shall constitute the registered owner's assent hereto and to the terms and conditions of the Order authorizing the issuance of this Contractual Obligation (the "Order"), the Issuer hereby unilaterally contracts with such registered owner that it will utilize the net available proceeds of the Contractual Obligations, after payment of the costs of issuance related thereto, to acquire or purchase the Property in accordance with the Order and the Issuer's plan of acquisition therefor.

THE PRINCIPAL OF AND INTEREST ON this Contractual Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Contractual Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Contractual Obligation at maturity at the principal corporate trust office of First Republic Bank Fort Worth, N.A., Fort Worth, Texas, which is the "Paying Agent/Registrar" for this Contractual Obligation. The payment of interest on this Contractual Obligation shall be made by the Paying Agent/ Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Order to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity shall be paid to the registered owner upon presentation and surrender of this Contractual Obligation for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the

registered owner of this Contractual Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Contractual Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Contractual Obligations, when due.

IF THE DATE for the payment of the principal of or interest on this Contractual Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, 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, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CONTRACTUAL OBLIGATION is one of a Series of PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS, dated September 1, 1987, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$186,000, FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION OR PURCHASE OF PERSONAL PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, ARTICLE 2368a.2, V.A.T.C.S., AS AMENDED.

THIS CONTRACTUAL OBLIGATION OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$1,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Contractual Obligations, upon the terms and conditions set forth herein and in the Order. This Contractual Obligation may only be assigned and transferred upon presentation and surrender to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Contractual Obligation or any portion or portions hereof to the assignee or assignees in whose name or names this Contractual Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Contractual Obligation shall be executed by the registered owner, or its duly authorized attorney or representative, and shall conclusively evidence the assignment hereof. Upon surrender of this Contractual Obligation

658

or any portion or portions hereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registrations Books, and shall deliver a new Contractual Obligation or Contractual Obligations payable to such assignee or assignees, or to the registered owner hereof in the case of the assignment and transfer of only a portion of this Contractual Obligation, in exchange for this Contractual Obligation, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of Contractual Obligations. The registered owner of this Contractual Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Contractual Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL CONTRACTUAL OBLIGATIONS OF THIS SERIES issued as a result of a transfer, conversion or exchange are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$1,000. In accordance with the form and procedures set forth in the Order, this Contractual Obligation, or any unpaid or unredeemed portion hereof, may, at the written request of the registered owner or the assignee or assignees hereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, be converted into and exchanged for a Contractual Obligation or Contractual Obligations of like aggregate principal amount, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000 as requested, upon surrender of this Contractual Obligation to the Paying Agent/Registrar at its principal corporate trust office for cancellation. The one requesting a transfer, conversion, or exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of transfer, conversion or exchange. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Contractual Obligations is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Contractual Obligations.

IT IS HEREBY certified, recited and covenanted that this Contractual 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 Contractual Obligation have been performed, existed, and been done in accordance with law; that this Contractual Obligation is a special obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged from the Issuer's maintenance tax for such payment, within the limit prescribed by law.

BY HIS ACCEPTANCE the registered owner assents to the terms and provisions of the Order, a copy of which is on file in the official records of the Issuer, and the Contractual Obligation, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Contractual Obligation and the Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Contractual Obligation to be signed with the manual or facsimile signature of the County Judge of the Issuer and countersigned with the manual or facsimile signature of the County Clerk of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Contractual Obligation.

(signature)	(signature)
_____ County Clerk	_____ County Judge
(SEAL)	

660

20

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Contractual Obligation is not
accompanied by an executed Registration Certificate of
the Comptroller of Public Accounts of the State of
Texas)

It is hereby certified that this Contractual Obligation has been
issued under the provisions of the _____
described on the face of this Contractual Obligation; and that this
Contractual Obligation has been issued in conversion or replacement of,
or in exchange for, a contractual obligation, contractual obligations,
or a portion of a contractual obligation or contractual obligations of a
Series which originally was approved by the Attorney General of the
State of Texas and registered by the Comptroller of Public Accounts of
the State of Texas.

Dated:

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned registered owner of this Contractual
Obligation, or duly authorized representative or attorney thereof,
hereby assigns \$_____ of this Contractual Obligation to

(print or type the name and
address of the assignee and
any other relevant information)

and authorizes the Paying Agent/Registrar to transfer and register
ownership of such portion of this Contractual Obligation in the Regis-
tration Books.

Dated:

Registered Owner

The signature above is hereby verified as true and genuine.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Contractual Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Contractual 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

(COMPTROLLER'S SEAL)

Section 7. DEFINITIONS. That the terms defined in this Section for all purposes of this Order, except where the context by clear implication shall otherwise require, shall have the respective meanings as follows, to-wit:

(a) The terms "Contractual Obligation", "Contractual Obligations" shall mean Johnson County, Texas Public Property Finance Contractual Obligations, Series 1987 authorized to be issued and delivered by this Order.

Section 8. INTEREST AND SINKING FUND. Johnson County Public Property Finance Contractual Obligations, Series 1987 Interest and Sinking Fund, hereinafter called the "Interest and Sinking Fund" is hereby authorized and shall be established and maintained in a depository bank of the Issuer, so long as the Contractual Obligations, or interest thereon, are outstanding and unpaid.

Section 9. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Contractual Obligations. All ad valorem taxes levied and collected for and on account of said Contractual Obligations shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of said Contractual Obligations are outstanding and unpaid, the governing body of said Issuer 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 Contractual Obligations as such interest comes due,

662

27

and to provide and maintain a sinking fund adequate to pay the principal of such Contractual Obligations as such principal matures (but never less than 2% of the original principal amount of said Contractual Obligations of a Sinking Fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied and is hereby ordered to be levied, against all taxable property in said Issuer for each year while any of said Contractual Obligations are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Contractual Obligations, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 11. DEFEASANCE OF CONTRACTUAL OBLIGATIONS.

(a) Any Contractual Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Contractual Obligation") within the meaning of this Order, except to the extent provided in subsection (d) of this Section 11, when payment of the principal of such Contractual Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, or sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Contractual Obligations shall have become due and payable. At such time as a Contractual Obligation shall be deemed to be a Defeased Contractual Obligation hereunder, as aforesaid, such Contractual Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and the Pledged Revenues herein pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Government Obligations.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/

Registrar which is not required for the payment of the Contractual Obligations and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer.

(c) The term "Government Obligations" as used in this Section 15, shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

(d) Until all Defeased Contractual Obligations shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Contractual Obligations the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CONTRACTUAL OBLIGATIONS. (a) Replacement Contractual Obligations. In the event any outstanding Contractual Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new contractual obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Contractual Obligation, in replacement for such Contractual Obligation in the manner hereinafter provided.

(b) Application for Replacement Contractual Obligations. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Contractual Obligations shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Contractual Obligation, the registered owner applying for a replacement contractual obligation shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Contractual Obligation, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Contractual Obligation, as the case may be. In every case of damage or mutilation of a Contractual Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Contractual Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section 16, in the event any such

664

24

Contractual Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on this Contractual Obligation, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Contractual Obligation) instead of issuing a replacement contractual obligation, provided security or indemnity is furnished as above provided in this Section 16.

(d) Charge for Issuing Replacement Contractual Obligations. Prior to the issuance of any replacement contractual obligation, the Paying Agent/Registrar shall charge the registered owner of such Contractual Obligation with all legal, printing, and other expenses in connection therewith. Every replacement contractual obligation issued pursuant to the provisions of this Section 16 by virtue of the fact that any Contractual Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Contractual Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Contractual Obligations duly issued under this Order.

(e) Authority for Issuing Replacement Contractual Obligations. In accordance with Section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section 16 of this Order shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such contractual obligations is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Contractual Obligations in the form and manner and with the effect, as provided in Section 5(a) of this Order for Contractual Obligations issued in conversion and exchange of other Contractual Obligations.

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF CONTRACTUAL OBLIGATIONS. The President of the Board of Trustees of the Issuer is hereby authorized to have control of the Contractual Obligations initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Contractual Obligations 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 the 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 attached to such Contractual Obligations, and the seal of said Comptroller

shall be impressed, or placed in facsimile, on such Certificate.

Section 14. CONTRACTUAL UNDERTAKING WITH REGISTERED OWNER. The Issuer hereby, and by the acceptance of each of the Contractual Obligations, contractually obligates and commits itself to utilize the net proceeds available from the issuance and delivery of the Contractual Obligations, after payment of costs of issuance related thereto, for the acquisition or purchase of the Property in accordance with this Order and the Issuer's plan of acquisition therefor.

Section 15. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal or interest on any of the Contractual Obligations when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance of performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Contractual Obligations, the following remedies shall be available:

- (a) the registered owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 16. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CONTRACTUAL OBLIGATIONS. (a) With respect to the Contractual Obligations and the facilities financed or refinanced therewith, either the "Trade or Business Test" or the "Security Interest Test" is not met, or both such tests are not met.

(1) Trade or Business Test. The Trade or Business Test is met if more than 10 percent of the proceeds are to be used (directly or indirectly) for any "private business use" by any person other than a governmental unit.

(2) Security Interest Test. The Security Interest Test is met if the payment of the principal

666

26

of, or the interest on, more than 10 percent of the proceeds of the Contractual Obligations is (under the terms of the Contractual Obligations or any underlying arrangement) directly or indirectly-

(A) secured by any interest in -

(i) property used or to be used for a private business use, or

(ii) payments in respect of such property, or

(B) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

The term "private business use" means use (directly or indirectly) in a trade or business carried on by a person other than a governmental unit. For purposes of the preceding sentence, use as a member of the general public shall not be taken into account and any activity carried on by a natural person shall not be taken into account. All activities of section 501(c)(3) organizations, the Federal Government (including its agencies and instrumentalities), and other nongovernmental persons who are not natural persons are treated as trade or business activities.

(b) For purposes of the trade or business test, a person may be a user of bond proceeds and bond-financed property as a result of (1) ownership or (2) actual or beneficial use of property pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement such as a take-or-pay or other output-type contract. Use on the same basis as the general public (including use as an industrial customer) is not taken into account. However, trade or business use by all persons on a basis different from the general public is aggregated in determining if the 10 percent limit is met.

(c) For purposes of the trade or business test, use pursuant to management contracts not exceeding five years (including renewal options) is not treated as private business use if -

(1) at least 50 percent of the compensation to any manager other than a governmental unit is on a periodic, fixed-fee basis;

(2) no amount of compensation is based on a share of net profits; and

(3) the governmental unit owning the facility may terminate the contract (without penalty) at the end of any three year period.

(d) For purposes of the security interest test, both direct and indirect payments made by any person (other than a governmental unit) who is treated as using the proceeds of the Contractual Obligations are counted. Such payments are counted whether or not they are formally pledged as security or are directly used to pay debt service on the Contractual Obligations. Similarly, payments to persons other than the Issuer may be considered. Revenues from generally applicable taxes are not treated as payments for purposes of the security interest test; however, special charges imposed on persons satisfying the use test (but not on members of the public generally) are so treated if the charges are in substance fees paid for the use of bond proceeds.

(e) No more than 5 percent of the proceeds of the Contractual Obligations will be used for any private business use test that is not related to any governmental use of such proceeds. For this purpose, the term "related" means a use for a facility that is located within or adjacent to any governmental facility to which it is related.

(f) No more than 5 percent of the proceeds of the Contractual Obligations will be used for any private business use that is disproportionate to the amount of such proceeds used for a related governmental use. The determination of whether a private use which is related to a government use also being financed with the bond proceeds is disproportionate to the government use to which such private use relates is determined by comparing the amount of bond proceeds used for the related private and government uses. The related private use is disproportionate to the related government use to the extent it exceeds such use in amount. Multiple, related private use facilities for any government use are treated as one facility for purposes of this rule.

(g) The trade or business test and security interest test are deemed to be met where 5 percent or more of the proceeds of the Contractual Obligations are used with respect to any output facility (other than a facility for the furnishing of water) and the amount of proceeds so used exceeds the excess of -

(1) \$15 million, over

(2) the aggregate amount of proceeds with respect to all prior tax-exempt issues 5 percent or more of the proceeds of which are or will be used with respect to such output facility (or any other facility which is part of the same project).

668

28

There shall not be taken into account under subparagraph (2) above any bond which is not outstanding at the time of the later issue or which is to be redeemed (other than in an advance refunding) from the net proceeds of the later issue.

(h) The amount of proceeds of the Contractual Obligations which are to be used (directly or indirectly) to make or finance loans to persons other than governmental units will not exceed the lesser of (i) 5 percent of such proceeds or (ii) \$5 million.

(i) The Issuer will not take any action which would adversely affect the exemption from federal income taxation of the interest paid on the Contractual Obligations, including without limitation any action that would permit any of the Contractual Obligations to be treated as "private activity bonds" within the meaning of section 141 of the Code, or as "federally guaranteed" within the meaning of section 149(b) of the Code, and will take, or require to be taken, such acts as may be reasonably within its ability and as may from time to time be required under applicable law or regulation to continue to exempt from federal income taxation the interest on the Contractual Obligations, including the preparation and filing of any statements or information reports required to be filed by the Issuer in order to maintain the tax-exempt status of the interest on the Contractual Obligations.

(j) The Issuer has not taken, has no present intention of taking any action and knows of no action taken or intended which would cause interest on the Contractual Obligations to be includable in the gross income of any bondholders for federal income tax purposes.

Section 17. COVENANTS REGARDING ARBITRAGE. (a) A Rebate Fund is hereby established by the Issuer. Such Fund shall be for the sole benefit of the United States of America and shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the purpose of compliance with section 148 of the Code.

(b) At the close of each "Bond Year", the Issuer shall compute the amount of "Excess Earnings", if any, for the period beginning on the date of delivery of the Contractual Obligations and ending at the close of such "Bond Year" and transfer an amount equal to the difference, if any, between the amount then in the Rebate Fund and the Excess Earnings so computed. The term "Bond Year" means with respect to the Contractual Obligations each one-year period ending on the anniversary of the date of delivery of the Contractual Obligations. If, at the close of any Bond Year, the amount in the Rebate Fund exceeds the amount that would be required to be paid to the United States of America under paragraph

(d) below if the Contractual Obligations had been paid in full, such excess may be transferred from the Rebate Fund and paid to the Issuer to be used for such purposes for which, or to be redeposited to such fund or account of the Issuer from which, such amounts were originally derived.

(c) In general, "Excess Earnings" for any period of time means the sum of

(i) the excess of --

(A) the aggregate amount earned during such period of time on all "Nonpurpose Obligations" (including gains on the disposition of such Obligations) in which "Gross Proceeds" of the issue are invested (other than amounts attributable to an excess described in this subparagraph (c)(i)), over

(B) the amount that would have been earned during such period of time if the "Yield" on such Nonpurpose Obligations (other than amounts attributable to an excess described in this subparagraph (c)(i)) had been equal to the yield on the issue, plus

(ii) any income during such period of time attributable to the excess described in subparagraph (c)(i) above.

"Excess Earnings" will not include amounts, if any, which need not be taken into account under the special rules of section 148(f)(4)(A) and (B) of the Code relating to bona fide debt service funds and the six-month temporary investment period. The terms "Nonpurpose Obligations", "Gross Proceeds" and "Yield" shall have the meanings prescribed by section 148 of the Code and shall be applied in the manner prescribed in such section.

(d) The Issuer shall pay to the United States of America at least once every five years an amount that ensures that at least 90 percent of the Excess Earnings from the date of delivery of the Contractual Obligations to the close of the period for which the payment is being made will have been paid. The Issuer shall pay to the United States of America not later than 60 days after the Contractual Obligations have been paid in full 100 percent of the amount then required to be paid under section 148(f) of the Code as a result of Excess Earnings.

(e) The Issuer shall keep such records as will enable the Issuer to fulfill its responsibilities under this section and section 148(f) of the Code and shall retain such

records for at least six years following the final payment of principal and interest on the Contractual Obligations.

(f) The Issuer will not use any portion of the proceeds of the Contractual Obligations directly or indirectly to acquire "higher yielding investments", or to replace funds which were used directly or indirectly to acquire "higher yielding investments". The term "higher yielding investments" means any investment property (as defined in section 148(b)(2) of the Code) which produces a Yield over the term of the issue which is materially higher than the Yield on the issue (as defined above). The foregoing limitation on higher yielding investments shall not apply to --

(1) proceeds of the Contractual Obligations invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund if the gross earnings on such fund are less than \$100,000 in any Bond Year, and

(3) amounts in any reasonably required reserve or replacement fund which are (a) funded with the proceeds of the Contractual Obligations, and (b) not in excess of 10 percent of the proceeds of the Contractual Obligations.

(g) The Issuer covenants to restrict the use of the proceeds of the Contractual Obligations in such manner and to such extent, as may be necessary, so that the Contractual Obligations will not constitute arbitrage bonds under section 148 of the Code and, to the extent applicable, section 149(d) of the Code (relating to advance refundings). Any authorized representative of the Issuer having responsibility with respect to the issuance of the Contractual Obligations is authorized and directed, alone or in conjunction with any other official, employee or consultant of the Issuer, to give an appropriate certificate on behalf of the Issuer, for inclusion in the transcript of proceedings for the Contractual Obligations, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to section 148 of the Code and, to the extent applicable, section 149(d) of the Code.

(h) The requirements of this Section are subject to, and shall be interpreted in accordance with section 148 of the Code.

Section 18. DESIGNATION AS QUALIFIED TAX-EXEMPT CONTRACTUAL OBLIGATIONS. The Issuer hereby designates the Contractual Obligations as "qualified tax-exempt bonds" as

defined in section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Contractual Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Contractual Obligations, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Contractual Obligations are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in section 16, hereof, in order that the Contractual Obligations will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 19. SALE OF CONTRACTUAL OBLIGATIONS AND AUTHORIZATION OF AN ESCROW AGREEMENT. That said Contractual Obligations are hereby sold and shall be delivered to First Southwest Company for the par value thereof and any accrued interest to date of delivery, and any such accrued interest shall be deposited into the Interest and Sinking Fund. The Contractual Obligations initially shall be registered in the name of First Southwest Company. An Escrow Agreement substantially in the form attached hereto as Exhibit B, shall be executed by the County Judge and County Clerk of the Issuer, on its behalf and the proceeds from the sale of the Contractual Obligations shall be deposited in the Contractual Obligation Escrow Fund established pursuant to the Escrow Agreement.

Section 20. EMERGENCY. That is is hereby officially found and determined and declared: 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 proceeds from the sale of said Contractual Obligations 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.

672

EXHIBIT A
EQUIPMENT NEEDED

32

Veteran's Service Office

1 Typewriter \$450.00

J.P. Prec. # 1

1 Cash Register \$795.00

J.P. Prec. # 2

1 Cash Register \$795.00
Office Equipment 750.00

J.P. Prec. # 3

1 Typewriter \$450.00
1 Cash Register 795.00

J.P. Prec. # 4

1 Typewriter \$450.00
1 Cash Register 795.00
Office Equipment 406.00

County Auditor

2 Typewriters \$900.00
2 Calculators 320.00

Texas Dept. of Public Safety

1 Radar Instrument \$3,000.00

County Extension Office

1 Typewriter \$450.00

District Clerk

1 Cash Register \$795.00

County Treasurer

2 Typewriters \$900.00
1 Calculator 160.00

County Clerk

Plat Cabinets \$3,000.00

Tax Office

Copier
Alvarado \$640.00
3 Typewriters 1,350.00
3 Calculators 540.00
1 Whisper Writer 1,250.00
Office Equipment 1,054.00

Voter Registration

1 Typewriter \$450.00
1 Calculator 180.00

Sheriff's Office

6 Vehicles @ \$12,500.00 \$75,000.00
6 Light bars with options
@ \$850.00 Each 5,100.00
6 Siren Speakers @ \$260.00 Each 1,560.00
6 Siren Electronic with switch
panel @ \$300.00 Each 1,800.00
6 Radios -2 way GE Ranger
16 channel -110 Watt @
\$1,600.00 Each 9,600.00
6 Walkie Talkies - Midland 80
channel, 5 watt @ \$1,500.00 Each 9,000.00

Constable Prec. # 2

1 Radar instrument \$2,300.00
Office Equipment 150.00

Adult Probation

Telephone System \$2,830.00

Courthouse

Floor Scrubber \$3,205.00
Floor Burnisher 2,550.00
Lawn Mower 590.00
Airless paint gun 1,300.00

674

34

Alvirado Annex

Vacuum Cleaner

\$300.00

Copying Machines

\$46,800.00

\$182,760.00

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of September 1, 1987 (herein, together with any amendments or supplements hereto, called the "Agreement") is entered into by and between the Johnson County (herein called the "Issuer") and First National Bank in Cleburne, Cleburne, Texas as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Attachment "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Public Property Finance Act, Vernon's Article 2368a.2 authorizes the Issuer to execute, perform, and make payments under contracts with any person for the use, acquisition or purchase of personal property as described in said Act; and

WHEREAS, the Act permits the governing body of the Issuer to execute contracts in any form deemed appropriate by said governing body in connection with the use, acquisition or purchase of personal property; and

WHEREAS, the governing body of the Issuer desires to acquire or purchase personal property, all as described in Attachment B attached hereto, or such other personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, deemed by the governing body of the Issuer to be necessary, useful and/or appropriate for the purposes of the Issuer (the "Property"); and

WHEREAS, the governing body of the Issuer has adopted an order (the "Order") authorizing the issuance, sale and delivery of \$186,000 of Johnson County, Texas Public Property Finance Contractual Obligations, Series 1987 (the "Contractual Obligations"); and

WHEREAS, the Order authorized the execution of an Escrow Agreement in substantially the form hereof and the deposit of the proceeds of the sale of the Contractual Obligations in the Escrow Fund (hereinafter defined).

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained and in

676

34

consideration of Ten Dollars (\$10.00) duly paid by the Issuer to the Escrow Agent concurrently herewith, the receipt of which is hereby acknowledged, provide a source of paying the costs of acquisition and purchase of the Property and the costs of issuance of the Contractual Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Authorized Representative" shall mean with respect to the Issuer, the County Auditor, or such other party hereafter designated by the Governing Body of the Issuer.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Permitted Investments" shall mean all forms of investment then authorized by law for the investment of the general funds of the Issuer.

SECTION 1.02. Other Definitions. The terms "Agreement", "Issuer", "Escrow Agent", "Contractual Obligations", "Order" and "Property", when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

SECTION 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the acquisition or purchase of the Property and the payment of the costs of issuance with respect to the Contractual Obligations.

ARTICLE II

DEPOSIT OF FUNDS

SECTION 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Contractual Obligations the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the proceeds of the sale of the Contractual Obligations other than proceeds representing accrued interest, if any, which is to be deposited to the Interest and Sinking Fund established by the Order, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

SECTION 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Contractual Obligations Escrow Fund (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the funds described in Section 2.01 hereof. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, and (b) shall be applied only in strict conformity with the terms and conditions of this Agreement.

SECTION 3.02. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund and all assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer but shall be disbursed or withdrawn solely upon the receipt of written direction from an Authorized Representative in the form of the Payment Request Form attached hereto as Attachment C. The Escrow

678

38

Agent shall retain on file copies of each Payment Request Form.

SECTION 3.03. Moneys Secured. All moneys deposited with the Escrow Agent and not invested in securities by the Escrow Agent pursuant to the provisions hereof or to the extent not insured by the Federal Deposit Insurance Corporation or other federal agency, shall continuously be secured, for the benefit of Issuer and the holders of the Bonds, to the extent and as required by law for security of Issuer's funds. Such securities shall be deposited with the Escrow Agent.

SECTION 3.04. No Unauthorized Transfers. No money shall be withdrawn or transferred from or paid out of the Escrow Fund except as herein expressly provided in Section 3.02.

SECTION 3.05. Investment of Money in Escrow Fund. All money held by the Escrow Agent pursuant to this Escrow Agreement shall be deposited or invested only in Permitted Investments and only at the direction of the Authorized Representative of the Issuer. The Issuer intends that such funds shall be invested in Permitted Investments so as to obtain the highest yield practicable, having due regard for the maintenance of the tax-exempt status of interest on the Contractual Obligations from federal income taxes, for the safety of such funds and for the date upon which such funds will be required for uses and purposes specified in this Escrow Agreement. The Issuer shall direct any investments made by the Escrow Agent by letter from an Authorized Representative.

All interest and other income received by the Escrow Agent from investment of the Escrow Fund shall be retained in the Escrow Fund.

The Escrow Agent shall not be liable for any loss resulting from the making or disposition of any investment pursuant to this Section, and any such losses shall be charged to the Escrow Fund.

ARTICLE IV

RECORDS AND REPORTS

SECTION 4.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Permitted Investments deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable

conditions by the Issuer and the owners of the Contractual Obligations.

SECTION 4.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, together with a detailed statement of all Permitted Investments and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE V

CONCERNING THE ESCROW AGENT

SECTION 5.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

SECTION 5.02. Limitation on Liability. The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the

680

40

occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

SECTION 5.03. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Contractual Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Contractual Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow

Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Attachment "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 6.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Contractual Obligations or to any other person or persons in connection with this Agreement.

SECTION 6.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Contractual Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

SECTION 6.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

SECTION 6.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

SECTION 6.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

682

48

SECTION 6.07. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Contractual Obligations.

EXECUTED as of the date first written above.

JOHNSON COUNTY, TEXAS

By _____
County Judge

ATTEST:

County Clerk

(SEAL)

FIRST NATIONAL BANK IN CLEBURNE
CLEBURNE, TEXAS

By _____

ATTEST:

(SEAL)

INDEX TO ATTACHMENTS

Attachment "A" Addresses of the Issuer and the Escrow Agent

Attachment "B" Property to be Acquired

Attachment "C" Payment Request Form

684

44

ATTACHMENT "A"

ADDRESSES OF THE ISSUER AND ESCROW AGENT

ISSUER

Johnson County
Johnson County Courthouse
Cleburne, Texas 76031

ESCROW AGENT

First National Bank in Cleburne
Box 537
Cleburne, Texas 76031

ATTACHMENT B
EQUIPMENT NEEDED

Veteran's Service Office

1 Typewriter \$450.00

J.P. Prec. # 1

1 Cash Register \$795.00

J.P. Prec. # 2

1 Cash Register \$795.00
Office Equipment 750.00

J.P. Prec. # 3

1 Typewriter \$450.00
1 Cash Register 795.00

J.P. Prec. # 4

1 Typewriter \$450.00
1 Cash Register 795.00
Office Equipment 406.00

County Auditor

2 Typewriters \$900.00
2 Calculators 320.00

Texas Dept. of Public Safety

1 Radar Instrument \$3,000.00

County Extension Office

1 Typewriter \$450.00

District Clerk

1 Cash Register \$795.00

County Treasurer

2 Typewriters \$900.00
1 Calculator 160.00

685

686

46

County Clerk

Plat Cabinets \$3,000.00

Tax Office

Copier
Alvarado \$640.00
3 Typewriters 1,350.00
3 Calculators 540.00
1 Whisper Writer 1,250.00
Office Equipment 1,054.00

Voter Registration

1 Typewriter \$450.00
1 Calculator 180.00

Sheriff's Office

6 Vehicles @ \$12,500.00 \$75,000.00
6 Light bars with options
@ \$850.00 Each 5,100.00
6 Siren Speakers @ \$260.00 Each 1,560.00
6 Siren Electronic with switch
panel @ \$300.00 Each 1,800.00
6 Radios -2 way GE Ranger
16 channel -110 Watt @
\$1,600.00 Each 9,600.00
6 Walkie Talkies - Midland 80
channel, 5 watt @ \$1,500.00 Each 9,000.00

Constable Prec. # 2

1 Radar instrument \$2,300.00
Office Equipment 150.00

Adult Probation

Telephone System \$2,830.00

Courthouse

Floor Scrubber \$3,205.00
Floor Burnisher 2,550.00
Lawn Mower 590.00
Airless paint gun 1,300.00

Alvarado Annex

Vacuum Cleaner

\$300.00

Copying Machines

\$46,800.00

\$182,760.00

688

48

ATTACHMENT "C"

Payment Request Form No. _____

To: First National Bank in Cleburne

As Escrow Agent, you are hereby requested to pay from the Escrow Fund established by the Escrow Agreement, dated as of September 1, 1987 between Johnson County (the "Issuer") and the First National Bank in Cleburne, Escrow Agent (the "Escrow Agent"). The Issuer, acting by and through its Authorized Representative, hereby certified that such amount represents full payment for an item of "Property" (as defined in the Escrow Agreement).

Dated _____, 1987.

JOHNSON COUNTY

By: _____
Authorized Representative

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

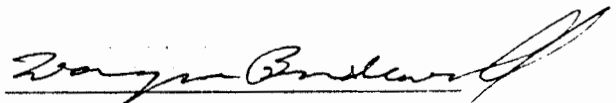
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
CLEBURNE CIVIC CENTER - 1501 W. HENDERSON - CLEBURNE, TEXAS

4:00 P.M. - SEPTEMBER 8, 1987

WORKSHOP ON REGIONAL REINTEGRATION 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 of the Vernon's Civil Statutes.



WAYNE BRIDEWELL
County Judge

Posted: 3:00 P.M.
September 4, 1987

690

SEPTEMBER 8, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this the 8th day of September, 1987,
the Honorable Commissioners Court of Johnson County met
in the Courthouse in the City of Cleburne in a special session
with all members present and considered the following:

CONSIDERATIONS

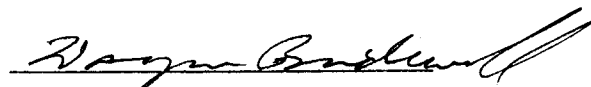
WORKSHOP ON REGIONAL REINTEGRATION CENTER

The Commissioners Court met with approximately 50 people
representing cities, Chambers of Commerce, Civic Organizations
and interested citizens. Those persons attending discussed
the proposal for a Regional Reintegration Center.

Motion was made by Dr. Harold Putnam, President of
the Burleson Chamber of Commerce, seconded by Mrs.
Vera Calvin, a councilperson for the City of Burleson, for
the Commissioners Court to submit a proposal to the Texas
Department of Corrections for a Regional Reintegration Center
for Johnson County.

The motion passed with only one person voting in
opposition to it.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

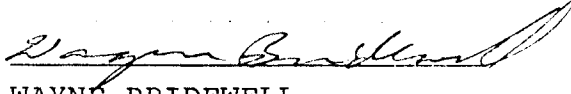
(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
SEPTEMBER 11, 1987 - 10:00 A.M.

ROAD CLASSIFICATION WORKSHOP

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 11:00 A.M.
September 8, 1987

692

SEPTEMBER 11, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 11th day of September, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

BANK DEPOSITORY CONTRACT

Eddie Saylor and Les Shuler, President and Cashier, respectively, of First Republic Bank in Cleburne, met with the Court and advised that, according to a FDIC legal ruling, the County's deposits are all insured by the FDIC. Some questions and concerns had arisen concerning the deposits being insured, and Mr. Saylor assured the Court that everything is in compliance with FDIC rules and regulations and that the money is insured.

REGIONAL REINTEGRATION CENTER

Judge Bridewell appointed the following committees in regard to applying with the Texas Department of Corrections for the Regional Reintegration Center to be located in Johnson County:

Texas Department of Corrections Committee

Ron Harmon, Chairman
James Parkey
Any others Mr. Harmon wishes to appoint

Political Action Committee

Judge Wayne Bridewell, Chairman
Dr. Harold Putman
Jerry Pritchard
Clint Forrest
Eddie Saylor
Dr. Jack Burton

Site Evaluation Committee

Billy Roe, Chairman
Lloyd Moss
John Butner

Proposal Submission Committee

Bud Miller, Chairman
Bob King
J.T. Bass
James Parkey

This application must be submitted to the Texas Department of Corrections by September 21, 1987.

ROAD CLASSIFICATION WORKSHOP

The Court met with Morris James concerning the classification of roads in Johnson County.

Motion was made by Comm. Harmon, seconded by Comm. York, to limit the means of bringing a road up to county standards in subdivisions that were more than 80% sold out on September 1, 1983, and the roads were not built to county standards, by requiring the residents to hire their own contractor to improve the road and paying the entire costs themselves, rather than paying the money to the County Commissioner who would do the work.

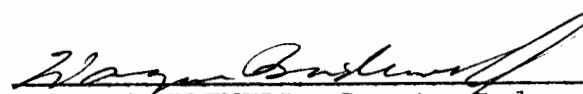
Voting For: Comm. Harmon and Comm. York

Voting Against: Comm. Miller


Abstaining: Comm. Roe

Motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

694

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

SEPTEMBER 14, 1987 - 8:30 A.M..

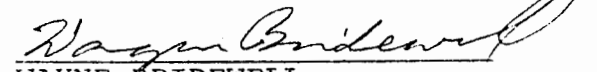
- 8:30 A.M. COMMISSIONERS REVIEW SUBDIVISION WITH QUALITY CONTROL AND DEVELOPERS
- 9:00 A.M. SUBDIVISIONS
1. Bent Oaks - Final- Prec. # 2
 2. Bowyer Addition - Preliminary- Prec. # 4
 3. Nolan River Estates - Phase 3, Revision Phase 1 - Prec. # 1
- 9:15 A.M. APPROVAL OF BILLS
APPROVAL OF MINUTES
- 9:30 CONSIDERATIONS
1. Radio Equipment for Sheriff's Office
 2. Hospitalization and other insurance for county employees
 3. Advertising for bids
 4. Request of Juvenile Officer to attend a Seminar
 5. Old Hospital Building
 6. Advantage Corporate Services Inc.
 7. Subdivision Regulations
 8. First Southwest Company
 9. Builders Risk Insurance on New Law Enforcement Center
 10. Construction of New Law Enforcement Center
 11. Designation of Polling Places
 12. Regional Reintegration Center
 13. Courthouse Custodian Work
 14. Resolution on Multi-Rural County Drug Eradication Task Force
- 10:00 ADOPTION OF REVENUE SHARING BUDGET FOR 1987-1988 FISCAL YEAR
ADOPTION OF THE BUDGET FOR THE 1987-1988 FISCAL YEAR
VOTE ON TAX RATE FOR THE 1987-1988 FISCAL YEAR
- 11:00 AWARD BIDS ON ROAD MATERIAL
AWARD BIDS ON REPAIR OF HEATING AND AIR CONDITIONING ON ALL COUNTY BUILDINGS
AWARD BIDS ON COUNTY ROAD SIGNS
AWARD BIDS ON MOTOR FUELS FOR PRECINCTS

11:30 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e, f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

2:00 MANDALAY SUBDIVISION

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

Posted: 8:30 A.M.
September 11, 1987

694
SEPTEMBER 14, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 14th day of September, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a regular meeting with all members present and considered the following:

APPROVAL OF BILLS

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the bills as presented by the Auditor, with the exception of the bill for expenses from the Sheriff until additional information is obtained.

All voted aye; motion passed.

SUBDIVISIONS

1. BENT OAKS

Motion was made by Comm. York, seconded by Comm. Miller, to approve the final plat of the Bent Oaks Addition subdivision, subject to a \$79,000.00 letter of credit for one year being given to the Auditor's office to secure the construction of the roads in the subdivision.

All voted aye; motion passed.

2. BOWYER ADDITION

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the preliminary plat of the Bowyer Addition subdivision.

All voted aye; motion passed.

3. NOLAN RIVER ESTATES

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve Phase 3 of the Nolan River Estates Addition subdivision,

subject to the developer giving a letter of credit in the amount of \$79,640.00 for one year to the Auditor's office to secure the construction of the roads, and subject to the developer filing restrictions for Phase 3 of the Nolan River Estates Addition that are the same as the restrictions filed for Phase 1 of the Nolan River Estates Addition subdivision, and subject to the developer paying an additional \$250.00, making a total of \$1,000.00 paid, to the Auditor's office for inspection fees.

All voted aye; motion passed.

CONSIDERATIONS

3. ADVERTISING FOR BIDS

Motion was made by Comm. Miller, seconded by Comm. Roe, to authorize for advertisement seven (7) medium volume and five (5) lower volume copy machines, and in the alternative, to advertise for five (5) medium and three (3) lower volume copy machines, and for a new postage machine with an electronic scale and accounting system, all on 48-month lease with maintenance.

All voted aye; motion passed.

14. RESOLUTION ON MULTI-RURAL COUNTY DRUG ERADICATION TASK FORCE

Motion was made by Comm. Harmon, seconded by Comm. Miller, to adopt the Resolution, a copy of which is attached to these minutes, to create a multi-rural county drug eradication task force in support of a grant application.

All voted aye; motion passed.

1. RADIO EQUIPMENT, AUTOMOBILES, FOR SHERIFF'S OFFICE

Motion was made by Comm. Harmon, seconded by Comm. Miller, to authorize the advertising for a repeater, console, and recorder, with alternatives specified, and for the purchase of six automobiles for the Sheriff's department.

All voted aye; motion passed.

698

38

APPROVAL OF BILLS - SHERIFF'S OFFICE

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve paying the bill for the Sheriff's expenses to the convention and meeting with an informant in the amount of \$348.18.

All voted aye; motion passed.

ADOPTION OF REVENUE SHARING BUDGET FOR 1987-1988 FISCAL YEAR

Motion was made by Comm. Harmon, seconded by Comm. Roe, to adopt the Revenue Sharing budget as set forth on page 52 of the budget for Johnson County in 1987-1988 fiscal year.

All voted aye; motion passed.

ADOPTION OF THE BUDGET FOR THE 1987-1988 FISCAL YEAR

Motion was made by Comm. Miller, seconded by Judge Bridewell, to approve the budget for Johnson County for the 1987-1988 fiscal year.

Voting For: Comm. Roe, Comm. Harmon, Comm. Miller, and Judge
Bridewell

Voting Against: Comm. York

Motion passed.

VOTE ON TAX RATE FOR THE 1987-1988 FISCAL YEAR

Motion was made by Comm. Roe, seconded by Judge Bridewell, to adopt the tax rate for the 1987-1988 fiscal year of .2126 cents for the Ad Valorem tax and .0484 for the Lateral Road tax.

All voted aye; motion passed.

4. REQUEST OF JUVENILE OFFICER TO ATTEND A SEMINAR

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve Earl Green, Chief Juvenile Probation Officer, attending a training program at the Texas Probation Training Academy at Sam Houston State University on October 4-7, 1987.

All voted aye; motion passed.

3. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to authorize the advertising of competitive proposals on the hiring of an outside auditor for Johnson County for the 1986-1987 fiscal year for the budget, JVP Fund, and the Revenue Sharing budget.

All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Miller, to approve the Commissioner in Precinct #2 purchasing a used pickup truck and a truck that would cost over \$1,000.00 and less than \$5,000.00.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. York, to approve the Commissioner in Precinct #4 purchasing a lowboy trailer that would cost less than \$5,000.00.

All voted aye; motion passed.

AWARD BIDS ON ROAD MATERIAL

Commissioners were to study all the bids before the next meeting; no action taken.

AWARD BIDS ON COUNTY ROAD SIGNS

Motion was made by Comm. Harmon, seconded by Comm. Miller, to accept the bid of Flair Screen Processing for county road signs.

Voting For: Comm. Harmon and Comm. Miller

Abstaining: Comm. Roe and Comm. York

Motion passed.

AWARD BIDS ON REPAIR OF HEATING & AIR CONDITIONING ON ALL COUNTY BUILDINGS

Motion was made by Comm. Roe, seconded by Comm. Miller, to accept the bid of Dugger Brothers for the repair of air conditioning and heating units in all county buildings.

All voted aye; motion passed.

700

60

AWARD BIDS ON MOTOR FUELS FOR PRECINCTS

PRECINCT #3: Motion was made by Comm. York, seconded by Comm. Miller, to accept the bid from Owen Oil Company for motor fuels and the repair of flats for Precinct #3.

All voted aye; motion passed.

PRECINCT #1: Motion was made by Comm. Roe, seconded by Comm. York, to accept the bid from Wilbanks Oil Company on regular gas and from Lambert Oil Company on diesel.

All voted aye; motion passed.

PRECINCT #2: Motion was made by Comm. Harmon, seconded by Comm. York, to accept the bid from Wilbanks Oil Company on regular gas and from Lambert Oil Company on diesel and unleaded gas.

All voted aye; motion passed.

PRECINCT #4: Motion was made by Comm. Miller, seconded by Comm. Harmon, to accept the bid from Wilbanks Oil Company for regular gas and diesel and from Lambert Oil Company for unleaded gas at the pump.

All voted aye; motion passed.

LUNCH RECESS

The Commissioners recessed for lunch at 12:15 p.m.

The Commissioners reconvened into open court at 1:50 p.m.

CONSIDERATIONS

3. ADVERTISING FOR BIDS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to authorize the advertising for bids for electrical and plumbing repairs to all county buildings for a period of one year.

All voted aye; motion passed.

2. HOSPITALIZATION AND OTHER INSURANCE FOR COUNTY EMPLOYEES

A schedule of orientation meetings was given concerning health insurance. No action taken.

MANDALAY SUBDIVISION

A discussion was held with attorneys, developers, and

opponents of the Mandalay Subdivision, after which the developers, Dee and Ann Stalcup, agreed to have their engineer place the drainage ditch on the plat where it actually is, and bring the plat back to Court at the next meeting on Friday, September 18, 1987. The Commissioners also requested the Stalcups to ask the engineer to come to the meeting if he had no other commitments.

CONSIDERATIONS

7. SUBDIVISION REGULATIONS

Motion was made by Comm. Roe, seconded by Comm. Harmon, to approve the proposed fees for subdivisions, which would be effective on October 1, 1987, with the County paying for publication costs out of the \$250.00 revision fee, and on the cancellation of a plat, that the person requested the cancellation would be responsible for paying the publication costs and the costs for notifying lot owners in the subdivision. The re-naming of a road or street by someone other than the Court would be \$100.00 only for a road or street that currently has a name and would not apply to streets or roads which are not named.

All voted aye; motion passed.

EXECUTIVE SESSION

The Court went into Executive Session at 4:35 P.M. to discuss a personnel matter.

The Court reconvened into open session at 5:10 p.m., and no action was taken as a result of the Executive Session.

CONSIDERATIONS

8. FIRST SOUTHWEST COMPANY

No action was taken.

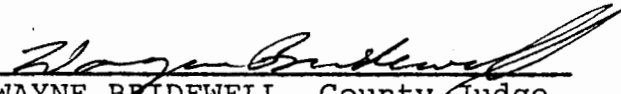
5. OLD HOSPITAL BUILDING

No action was taken.

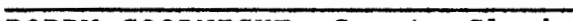
702

68

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:


ROBBY GOODNIGHT, County Clerk

RESOLUTION

WHEREAS, large quantities of marijuana are grown in rural areas;

WHEREAS, illicit drug laboratories are prolific in the rural areas of Texas;

WHEREAS, large quantities of illicit drugs are transported across rural roads and highways;

WHEREAS, a need exists to concentrate a unified effort to investigate and apprehend illicit manufacturers and growers of dangerous drugs at the source;

WHEREAS, the manufacture of and growth of dangerous drugs is a menace to society and has been designated as a priority to be addressed by this Nation;

NOW THEREFORE BE IT RESOLVED THAT Johnson County, Texas, supports a grant application submitted by Hill County, Texas, to create a Multi-Rural County Drug Interdiction Task Force.

DATE: September 14, 1987

Wayne Brudewick
COUNTY JUDGE

Billy J. Lee
COMMISSIONER, PRECINCT #1

R. D. Miller
COMMISSIONER, PRECINCT #2

Jimmy W. York
COMMISSIONER, PRECINCT #3

Bud Miller
COMMISSIONER, PRECINCT #4

F E E S

EFFECTIVE OCT.1, 1987

PRELIMINARY PLAT-----	\$200.00
FINAL PLAT-----	\$1000.00
plus \$20.00 per lot in excess of 10 lots.	
PLAT WITH NO ROADS-----	\$200.00
PLAT REVISION-----	\$250.00
plus \$4.00 per notice for each notice to be sent by certified mail and return request.	
These fees are to be paid before the notices are sent.	
CANCELLATION OF PLAT-----	\$200.00
NAMING OF A STREET OR ROAD BY SOMEONE OTHER THAN THE COURT.-----	\$100.00

606

64

TABULATION
OF
BID ()
PROPOSAL ()
QUOTATION ()

County of Johnson

COURTHOUSE
CLEBURNE, TEXAS



BIDS OPENED ON: _____

BY: _____

BUYER: _____

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO.	1.	Walker Mechanical	2.	Regional Heating & A/C		3.	Dugger Brothers	
	4.		5.			6.		
BID/PROPOSAL/QUOTE DATE			1.	2.	3.	4.	5.	6.
DELIVERY								
PAYMENT TERMS								
FOB POINT								
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY								
ITEM	QUANT.	UNIT						
Labor			\$30	\$40	\$35 1st hour			
					\$30 each hour after			
Service Call			\$28.75					
Mark up			cost + 10%	cost + 25%	not to exceed			
			+ 10%		cost + 30%			
TOTAL PRICE								
TRADE DISCOUNT								
TOTAL AMOUNT AWARDED								
CONTRACT P.O. D.O. NUMBER					705			

707

788

BID	(X)
PROPOSAL	()
QUOTATION	()

County of Johnson

COURTHOUSE
CLEBURNE, TEXAS

BIDS OPENED ON: September 11, 1987


BY: K. Brown

BUYER: _____

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO.	1.	2.		3.		
	Wilbanks Oil		Lambert Oil	Bob Harris Oil		
4.	5.		6.			
BID/PROPOSAL/QUOTE DATE	1.	2.	3.	4.	5.	6.
DELIVERY						
PAYMENT TERMS						
FOB POINT						
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY						
ITEM	QUANT	UNIT				
Regular gasoline(Diff)	.0244	.03	.04			
Diesel (Diff)	.0244	1 8/10¢	.04			
TOTAL PRICE						
TRADE DISCOUNT						
TOTAL AMOUNT AWARDED						
CONTRACT P.O. D.O. NUMBER						

MOTOR FUEL PRECINCT #2

TABULATION OF BID (X) PROPOSAL () QUOTATION ()		<i>County of Johnson</i>		COURTHOUSE CLEBURNE, TEXAS									
BIDS OPENED ON: September 11, 1987				BY: K. Brown		KAREN BROWN PURCHASING OFFICER							
BUYER:													
NAME AND ADDRESS REP. AND TEL. NO.	1.	Wilbanks Oil		2.	Lambert Oil		3.	Bob Harris Oil					
	4.			5.			6.						
BID/PROPOSAL/QUOTE DATE		1.		2.		3.		4.		5.		6.	
DELIVERY													
PAYMENT TERMS													
FOB POINT													
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY													
ITEM	QUANT.	UNIT											
Regular (Diff)			.0244	.03	.04								
Diesel (Diff)			.0244	1 8/10c	.04								
Unleaded (Diff)				.04									
TOTAL PRICE													
TRADE DISCOUNT													
TOTAL AMOUNT AWARDED			709										
CONTRACT P.O. D.O. NUMBER													

710

70

MOTOR FUEL PRECINCT #3

TABULATION
OF

BID (x)
PROPOSAL ()
QUOTATION ()

County of Johnson

COURTHOUSE
CLEBURNE, TEXAS



BIDS OPENED ON: September 11, 1987

BY: K. Brown

BUYER:

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO.	1.	2.		3.			
	Owen Oil Co.						
4.	5.		6.				
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.
DELIVERY							
PAYMENT TERMS							
JOB POINT							
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY							
ITEM	QUANT.	UNIT					
Regular (Diff)			.02				
Diesel (Diff)			.03				
Unleaded (Diff)			.08				
Flat Repair			14-15" tubeless				
			5.00				
			15" tube				
			6.00				
			16" tubeless				
			8.00				
			16" split rim				
			10.00				
			20-22"				
			12.00				
TOTAL PRICE							
TRADE DISCOUNT							
TOTAL AMOUNT AWARDED							
CONTRACT P.O. D.O. NUMBER							

MOTOR FUEL PRECINCT #4

TABULATION
OF

BID	(X)
PROPOSAL	()
QUOTATION	()

County of Johnson

COURTHOUSE
CLEBURNE, TEXAS



BIDS OPENED ON: September 11, 1987

BY: K. Brown

BUYER:

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO.	1. Wilbanks Oil		2. Lambert Oil		3. Bob Harris Oil	
	4.		5.		6.	
BID/PROPOSAL/QUOTE DATE	1.	2.	3.	4.	5.	6.
DELIVERY						
PAYMENT TERMS						
FOB POINT						
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY						
ITEM	QUANT.	UNIT				
Regular (Diff)	.0244		.03	.04		
Diesel (Diff)	.0244		.03	.04		
Unleaded (Diff)			.04			
TOTAL PRICE						
TRADE DISCOUNT						
TOTAL AMOUNT AWARDED						
CONTRACT P.O. D.O. NUMBER						

7/2 77

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

SEPTEMBER 18, 1987 - 9:00 A.M.

9:00 A.M. APPROVAL OF MINUTES

9:00 A.M. SUBDIVISIONS

1. Mandalay
2. Rolling Oaks - Phase I
3. Rancho Villa

9:30 CONSIDERATIONS

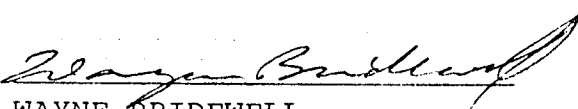
1. Award Bids on Road Material
2. Advertising for Bids
3. Speed Limits on County Roads
4. Regional Reintegration Center
5. Old Hospital Building
6. Construction of New Law Enforcement Center
7. Builders Risk Insurance on New Law Enforcement Center
8. Johnson County Mental Health and Mental Retardation Center
9. Courthouse Custodian Work
10. Award bids on automobile repair for Sheriff's Office

10:00 OPEN BIDS ON CONSTRUCTION OF NEW LAW ENFORCEMENT CENTER

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
September 15, 1987

SEPTEMBER 18, 1987

STATE OF TEXAS
COUNTY OF JOHNSON

COMMISSIONERS' COURT

BE IT KNOWN that on this the 18th day of September, 1987, the Honorable Commissioners' Court of Johnson County met in the Courthouse in the City of Cleburne in a special called session with all members present and considered the following:

SUBDIVISIONS

1. MANDALAY

A discussion was held concerning the preliminary plat presented to the Court.

Commissioners recessed at 10:25 a.m.

Commissioners reconvened into open court at 11:00 a.m.

Motion was made by Comm. Harmon, seconded by Comm. Roe, to approve the preliminary plat of the Mandalay subdivision, with the stipulations that the preliminary plat shall bear the fact that it is produced from USGS files and that the topographical contour lines shall be provided and incorporated into the final drainage study on the final plat. Also, a meeting with the developers will be held prior to the submission of the final plat regarding the road situations.

Voting For: Comm. Roe and Comm. Harmon

Abstaining: Comm. York and Comm. Miller

Motion passed.

OPEN BIDS ON CONSTRUCTION OF NEW LAW ENFORCEMENT CENTER

Danny Butler, Construction Manager of the new law enforcement center, opened all bids which were submitted. The bids are to be awarded at the meeting of September 28, 1987. No action was taken.

714 74

LUNCH RECESS

Commissioners recessed for lunch at 12:55 p.m.

Commissioners reconvened into open court at 2:00 p.m.

CONSIDERATIONS

3. SPEED LIMITS ON COUNTY ROADS

A discussion was held with County Attorney Dale Hanna concerning setting speed limits on county roads.

Motion was made by Comm. Harmon, seconded by Comm. Miller, to set a public hearing on setting prima facie speed limits on all county roads and subdivision roads, other than state highways and Farm to Market Roads, in the unincorporated area of Johnson County at 1:30 p.m. on Monday, October 12, 1987.

All voted aye; motion passed.

EXECUTIVE SESSION

The Court went into Executive Session at 3:00 p.m. to discuss land acquisition.

The Court reconvened into open court at 3:45 p.m. and no action was taken as a result of the Executive Session.

CONSIDERATIONS

4. REGIONAL REINTEGRATION CENTER

Motion was made by Comm. Harmon, seconded by Comm. Miller, to pursue the submission of a proposal to locate a 1,250 man Regional Reintegration Center in Johnson County, Texas.

All voted aye; motion passed.

EXECUTIVE SESSION

The Court went into Executive Session at 4:40 p.m. to discuss land acquisition.

The Court reconvened into open court at 5:20 p.m. and no action was taken as a result of the Executive Session.

RECESS

The Commissioners Court recessed until 9:00 a.m. on Monday, September 21, 1987.

RECONVENE

The Commissioners Court reconvened into open court at 9:00 a.m. on Monday, September 21, 1987, with all members present and considered the following:

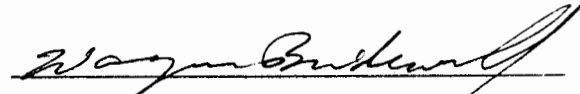
CONSIDERATIONS

4. REGIONAL REINTEGRATION CENTER

A discussion was held regarding the Regional Reintegration Center.

No action was taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

7/6 76
STATE OF TEXAS

COUNTY OF JOHNSON

Be it remembered that the Commissioners Court of Johnson County, Texas, met in special session at it's regular meeting place in the Courthouse on the 18th day of September, 1987.

A Motion was made by Commissioner Ron Harmon to pursue the submission of a proposal to locate a 1250 man Regional Reintegration Center in Johnson County, Texas.

The Motion was seconded by Commissioner Bud Miller.

Ayes: Ron Harmon, Bud Miller, Billy Roe
And Jimmie York
Nays: NONE

The Motion was declared to have passed.

Billy F. Roe
BILLY F. ROE
Commissioner, Precinct # 1

Jimmie W. York
JIMMIE W. YORK
Commissioner, Precinct # 3

Ron Harmon
RON HARMON
Commissioner, Precinct # 2

Bud Miller
BUD MILLER
Commissioner, Precinct # 4

Wayne Bridewell
WAYNE BRIDEWELL
County Judge

JOHNSON COUNTY

JOB #	ITEM #	CONTRACTOR	PHONE	AMOUNT OF BID
**	Contractors bids this item **	0		
0	0			0.00
0	0			0.00
**	Contractors bids this item **	8		
30	8 MIKE TRICE PAINTING, INC.			912.00
	3028 BRYAN AVENUE			
	FORT WORTH, TX 76110			
**	Contractors bids this item **	1		
300	1 ASI SIGN SYSTEMS		214-641-4747	9997.35
	P.O. BOX 532759			
	GRAND PRAIRIE, TX 75053			
**	Contractors bids this item **	2		
300	2 ASI SIGN SYSTEMS			1313.65
	P.O. BOX 532759			
	GRAND PRAIRIE, TX 75053			

718

* Contractors bids this item ** 3

300	3 BOB MOORE CONSTRUCTION, INC.	1162933.00
	1110 N. WATSON ROAD	
	ARLINGTON, TX 76011-3188	
300	3 ASI SIGN SYSTEMS	1680.75
	P.O. BOX 532759	
	GRAND PRAIRIE, TX 75053	
300	3 G.I.A., INC.	1192600.00
	801 E. ABRAM, SUITE 102	
	ARLINGTON, TX 76010	
300	3 GATES-COURTNEY, INC.	989000.00
	P.O. BOX 301	
	FORT WORTH, TX 76101	
300	3 WALKER CONSTRUCTION CO.	0.00
	P.O. BOX 18397	
	FORT WORTH, TX 76118	

* Contractors bids this item ** 4

300	4 BOB MOORE CONSTRUCTION, INC.	471148.00
	1110 N. WATSON ROAD	
	ARLINGTON, TX 76011-3188	
300	4 ASI SIGN SYSTEMS	399.60
	P.O. BOX 532759	
	GRAND PRAIRIE, TX 75053	

300.	4 G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	443400.00
** Contractors bids this item ** 5		
300	5 ASI SIGN SYSTEMS P.O. BOX 532759 GRAND PRAIRIE, TX 75053	2500.00
300	5 ABC DOORS OF DALLAS P.O. BOX 270489 DALLAS, TX 75227	4800.00
300	5 OVERHEAD DOOR CO. OF FORT WORTH, INC. 1300 DIVISION CT. FORT WORTH, TX 76117	5266.00
** Contractors bids this item ** 6		
300	6 ASI SIGN SYSTEMS P.O. BOX 532759 GRAND PRAIRIE, TX 75053	1137.60
** Contractors bids this item ** 7		
300	7 ASI SIGN SYSTEMS P.O. BOX 532759 GRAND PRAIRIE, TX 75053	61.40

720

80

* Contractors bids this item ** 8

300	8 ASI SIGN SYSTEMS	665.60
	P.O. BOX 532759	
	GRAND PRAIRIE, TX 75053	
300	8 RAY BOYD CONSTRUCTION SYSTEMS	60288.00
	P.O. BOX 462050	
	GARLAND, TX 75046	
300	8 RAY NOTEBROOM PAINT CO.	10000.00
	P.O. BOX 6534	
	FORT WORTH, TX 76115	
300	8 AECO INTERIOR CONTRACTORS	21890.00
	P.O. BOX 92190	
	HOUSTON, TX 77206	
300	8 SYSTEMS PAINTERS INC.	1200.00
	P.O. BOX 26	
	NEW ULM, TX 78950	
300	8 RICE DRYWALL, INC.	32902.50
	P.O. BOX 40363	
	FORT WORTH, TX 76028	

* Contractors bids this item ** 9

300	9 ASI SIGN SYSTEMS	1194.00
	P.O. BOX 532759	
	GRAND PRAIRIE, TX 75053	

** Contractors bids this item **				10
300	10	AECO INTERIOR CONTRACTORS	713-692-6290	22920.00
		P.O. BOX 92190		
		HOUSTON, TX 77206		
** Contractors bids this item **				11
300	11	PENNER & CHENEY PAINTING CONTRACTORS	817-332-6274	148383.00
		1502 E. LANCASTER		
		FORT WORTH, TX 76102		
300	11	MIKE TRICE PAINTING, INC.		173601.00
		3028 BRYAN AVENUE		
		FORT WORTH, TX 76110		
300	11	RAY NOTEBROOM PAINT CO.		358331.00
		P.O. BOX 6534		
		FORT WORTH, TX 76115		
300	11	SYSTEMS PAINTERS, INC.		186950.00
		P.O. BOX 26		
		NEW ULM, TX 78950		
** Contractors bids this item **				12
300	12	CHAS. F. WILLIAMS CO. INC.		47638.00
		P.O. BOX 1724		
		FORT WORTH, TX 76101		

722

82

* Contractors bids this item ** 13

300	13	CUMMINGS SIGNS		22762.50
		3501 HOUSE ANDERSON ROAD		
		EULESS, TX 76040		
300	13	DAVE LOGAN SIGNS		29771.00
		208 EDGEWOOD RD.		
		CLEBURNE, TX 76031		

* Contractors bids this item ** 14

300	14	AUSTIN-ROSE RESTAURANT SERVICES, INC.	214-227-1338	62460.00
		204 METRO PARK BLVD.		
		ENNIS, TX 75119		
300	14	COMMERCIAL EQUIPMENT CO.	214-991-WASH	13140.00
		15561 WRIGHT BROTHERS		
		DALLAS, TX 75244-2138		
300	14	GERNSBACHER'S, INC.	817-877-0377	62575.00
		508 CARROLL ST.		
		FORT WORTH, TX 76107		

* Contractors bids this item ** 15

300	15	AMERICAN DETENTION SERVICES	512-680-0977	1169347.00
		7815 MAINLAND DRIVE		
		SAN ANTONIO, TX 78250		
300	15	GLITSCH, INC.		945618.00
		P.O. BOX 660053		
		DALLAS, TX 75266-0053		

** Contractors bids this item **			16
300	16	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	59946.00
300	16	RACAL-CHUBB SECURITY SYSTEMS, INC. 5025 BURNET ROAD AUSTIN, TX 78756	64520.98
300	16	FREEMAN ELECTRIC P.O. BOX 79488 SAGINAW, TX 76179	49000.00
300	16	CLARK ELECTRICAL CONSTRUCTION, INC. P.O. BOX 2049 FORT WORTH, TX 76117	43427.00
300	16	BLACKMON ELECTRIC CO., INC. 9216 PARKVIEW DRIVE FORT WORTH, TX 76134	44941.00
** Contractors bids this item **			17
300	17	NAT JOHNSON ELECTRICAL CONTRACTORS INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	38976.00
300	17	RACAL-CHUBB SECURITY SYSTEMS INC. 5025 BURNET ROAD AUSTIN, TX 78756	38351.53

724

84

300	17 CLARK ELECTRICAL CONSTRUCTION, INC.	39262.00
	P.O. BOX 2049	
	FORT WORTH, TX 76117	
300	17 BLACKMON ELECTRIC CO., INC.	50096.00
	9216 PARKVIEW DRIVE	
	FORT WORTH, TX 76134	
** Contractors bids this item ** 18		
300	18 FREER MECHANICAL CONTRACTORS	582150.00
	1808 SAMUELS AVE.	
	FORT WORTH, TX 76107	
300	18 ELITE PLUMBING CORPORATION	539900.00
	10107 OLGA LANE	
	HOUSTON, TX 77041	
300	18 HAYES PLUMBING CO.	419000.00
	7401-D W. VICKERY	
	FORT WORTH, TX 76116	
300	18 TRINITY CONTRACTORS INC.	0.00
	2425 DILLARD ST.	
	GRAND PRAIRIE, TX 75051	
300	18 HALL MECHANICAL CONTRACTORS	563600.00
	600 DECOSTA	
	FORT WORTH, TX 76111	
300	18 G.I.A., INC.	499850.00
	801 E. ABRAM, SUITE 102	
	ARLINGTON, TX 76010	

300	18	DYNA TEN CORP. 3612 BYERS AVE. FORT WORTH, TX 76107	579000.00
300	18	ALLIED PLUMBING, HEATING & AIR COND. 3116 MAY STREET FORT WORTH, TX 76110	502580.00
** Contractors bids this item ** 19			
300	19	FREER MECHANICAL CONTRACTORS 1908 SAMUELS AVE. FORT WORTH, TX 76107	526591.00
300	19	TRINITY CONTRACTORS, INC. 2525 DILLARD ST. GRAND PRAIRIE, TX 75051	994000.00
300	19	HALL MECHANICAL CONTRACTORS 600 DECOSTA FORT WORTH, TX 76111	504000.00
300	19	G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	665000.00
300	19	DYNA TEN CORP. 3612 BYERS AVENUE FORT WORTH, TX 76107	485000.00

726

86

* Contractors bids this item ** 20

300	20	AUTOMATIC SPRINKLER CORP. OF AMERICA P.O. BOX 17447 SAN ANTONIO, TX 78217	82263.00
300	20	LA DEW FIRE PROTECTION CO. P.O. BOX 764 FORT WORTH, TX 76101	165148.00
300	20	A&C FIRE PROTECTION 5201 SAUNDERS FORT WORTH, TX 76119	87386.00

* Contractors bids this item ** 21

300	21	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	54672.00
300	21	FREEMAN ELECTRIC P.O. BOX 79488 SAGINAW, TX 76179	39000.00
300	21	CLARK ELECTRICAL CONSTRUCTION, INC. P.O. BOX 2049 FORT WORTH, TX 76117	42059.00

* Contractors bids this item ** 22

300	22	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	403875.00
-----	----	--	-----------

300	22	PENNINGTON ELECTRIC 833 SOUTHWAY CIRCLE FORT WORTH, TX 76115	348000.00
300	22	FREEMAN ELECTRIC P.O. BOX 79488 SAGINAW, TX 76179	299000.00
300	22	G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	647000.00
300	22	CLARK ELECTRICAL CONSTRUCTION, INC. P.O. BOX 2049 FORT WORTH, TX 76117	324300.00
** Contractors bids this item ** 23			
300	23	PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	700.00
300	23	RAY NOTEBROOM PAINT CO. P.O. BOX 6534 FORT WORTH, TX 76115	151.00
300	23	SYSTEMS PAINTERS, INC. P.O. BOX 26 NEW ULM, TX 78950	100.00

728

88

* Contractors bids this item ** 24		
300	24 PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	3500.00
300	24 RAY NOTEBROOM PAINT CO. P.O. BOX 6534 FORT WORTH, TX 76115	4430.00
* Contractors bids this item ** 25		
300	25 SOUTER PAVING 1425 CRESCENT DRIVE CARROLLTON, TX 75006	26430.00
300	25 G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	38680.00
* Contractors bids this item ** 26		
300	26 BOB MOORE CONSTRUCTION, INC. 1110 N. WATSON ROAD ARLINGTON, TX 76011-3188	8000.00
* Contractors bids this item ** 27		
300	27 PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	576.00

7

** Contractors bids this item **			28
300	28	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	1460.00
300	28	PENNINGTON ELECTRIC, INC. 833 SOUTHWAY CIRCLE FORT WORTH, TX 76115	1500.00
300	28	FREEMAN ELECTRIC P.O. BOX 79488 SAGINAW, TX 76179	4065.00
300	28	G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	3680.00
300	28	CLARK ELECTRICAL CONSTRUCTION, INC. P.O. BOX 2049 FORT WORTH, TX 76117	1728.00
300	28	BLACKMON ELECTRIC CO., INC. 9216 PARKVIEW DRIVE FORT WORTH, TX 76134	1600.00
** Contractors bids this item **			29
300	29	PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	176.00

730

qd

300	29 SOUTHERN STEEL	800.00
	P.O. BOX 2021	
	SAN ANTONIO, TX 78297	
300	29 RAY NOTEBROOM PAINT CO.	688.00
	P.O. BOX 6534	
	FORT WORTH, TX 76115	
* Contractors bids this item ** 31		
300	31 PENNER & CHENEY PAINTING CONTRACTORS	1000.00
	1502 E. LANCASTER	
	FORT WORTH, TX 76102	
* Contractors bids this item ** 32		
300	32 NAT JOHNSON ELECTRICAL CONTRACTORS,	1150.00
	INC. 609 N. SYLVANIA AVE.	
	FORT WORTH, TX 76111	
300	32 FREEMAN ELECTRIC	3300.00
	P.O. BOX 79488	
	SAGINAW, TX 76179	
300	32 G.I.A., INC.	6030.00
	801 E. ABRAM, SUITE 102	
	ARLINGTON, TX 76010	
300	32 CLARK ELECTRICAL CONSTRUCTION, INC.	2395.00
	P.O. BOX 2049	
	FORT WORTH, TX 76117	

300.	32	BLACKMON ELECTRIC CO., INC. 9216 PARKVIEW DRIVE FORT WORTH, TX 76134	4725.00
** Contractors bids this item ** 33			
300	33	BOB MOORE CONSTRUCTION, INC. 1110 N. WATSON ROAD ARLINGTON, TX 76011-3188	4000.00
300	33	G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	4850.00
** Contractors bids this item ** 34			
300	34	PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	750.00
** Contractors bids this item ** 35			
300	35	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	95.00
300	35	G.I.A., INC. 801 E. ABRAM, SUITE 102 ARLINGTON, TX 76010	55400.00

232

P

* Contractors bids this item ** 36

300	36	BOB MOORE CONSTRUCTION, INC. 1110 N. WATSON ROAD ARLINGTON, TX 76011-3188	12000.00
300	36	NAT JOHNSON ELECTRICAL CONTRACTORS, INC. 609 N. SYLVANIA AVE. FORT WORTH, TX 76111	7061.00
300	36	FREER MECHANICAL CONTRACTORS 1908 SAMUELS AVE. FORT WORTH, TX 76107	18121.00
300	36	PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102	500.00
300	36	PENNINGTON ELECTRIC, INC. 833 SOUTHWAY CIRCLE FORT WORTH, TX 76115	3000.00
300	36	SOUTHERN STEEL P.O. BOX 2021 SAN ANTONIO, TX 78297	6000.00
300	36	RAY BOYD CONSTRUCTION SYSTEMS P.O. BOX 462050 GARLAND, TX 75046	1640.00
300	36	TRINITY CONTRACTORS, INC. 2425 DILLARD ST. GRAND PRAIRIE, TX 75051	38700.00

300.	36	RAY NOTEBROOM PAINT CO. P.O. BOX 6534 FORT WORTH, TX 76115	5446.00
300	36	FREEMAN ELECTRIC P.O. BOX 79488 SAGINAW, TX 76179	5140.00
300	36	SYSTEMS PAINTERS, INC. P.O. BOX 26 NEW ULM, TX 78950	4500.00
300	36	RICE DRYWALL, INC. P.O. BOX 40363 FORT WORTH, TX 76028	1300.00
300	36	CLARK ELECTRICAL CONSTRUCTION, INC. P.O. BOX 2049 FORT WORTH, TX 76117	13000.00
300	36	BLACKMON ELECTRIC CO., INC. 9216 PARKVIEW DRIVE FORT WORTH, TX 76134	10920.00
300	36	ALLIED PLUMBING, HEATING & AIR COND. 3116 MAY STREET FORT WORTH, TX 76110	10850.00
** Contractors bids this item ** 37			
300	37	JOE ADAMS & SONS, INC. P.O. BOX 9120 FORT WORTH, TX 76107-0120	817-731-2121 109863.00

734

94

300	37	WALKER CONSTRUCTION CO. P.O. BOX 18397 FORT WORTH, TX 76118		1444000.00
* Contractors bids this item ** 39				
300	39	AMERICAN CONCRETE ASSOCIATES STAR ROUTE, BOX 177 SULPHUR SPRINGS, TX 75482		88200.00
300	39	SOUTER PAVING DIVISION OF MITEX CONSTRUCTION CO. CARROLLTON, TX 75006		102950.00
300	39	WALKER CONSTRUCTION CO. P.O. BOX 18397 FORT WORTH, TX 76118		0.00
* Contractors bids this item ** 40				
300	40	WORLD WIDE WATERPROOFING P.O. BOX 17543 DALLAS, TX 75217	214-286-1388	7600.00
300	40	PENNER & CHENEY PAINTING CONTRACTORS 1502 E. LANCASTER FORT WORTH, TX 76102		5750.00
* Contractors bids this item ** 41				
300	41	WORLD WIDE WATERPROOFING P.O. BOX 17543 DALLAS, TX 75217		12400.00

** Contractors bids this item **	42		
300 42 BOB MOORE CONSTRUCTION, INC.			15270.00
1110 N. WATSON ROAD			
ARLINGTON, TX 76011-3188			
** Contractors bids this item **	43		
300 43 BOB MOORE CONSTRUCTION, INC.			38161.00
1110 N. WATSON ROAD			
ARLINGTON, TX 76011-3188			
** Contractors bids this item **	44		
300 44 SOUTHERN STEEL		512-533-1231	195000.00
P.O. BOX 2021			
SAN ANTONIO, TX 78297			
** Contractors bids this item **	45		
300 45 SOUTHERN STEEL			188000.00
P.O. BOX 2021			
SAN ANTONIO, TX 78297			
** Contractors bids this item **	46		
300 46 BOB MOORE CONSTRUCTION, INC.			746424.00
1110 N. WATSON ROAD			
ARLINGTON, TX 76011-3188			

736

96

300 46 SOUTHERN STEEL
P.O. BOX 2021
SAN ANTONIO, TX 78297

575000.00

* Contractors bids this item ** 47

300 47 SOUTHERN STEEL
P.O. BOX 2021
SAN ANTONIO, TX 78297

159000.00

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

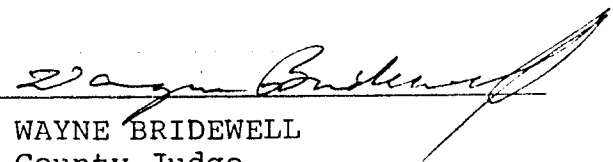
Burleson No.
295-8550

SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
SEPTEMBER 21, 1987 - 1:30 P.M.

HOSPITALIZATION AND OTHER INSURANCE FOR COUNTY EMPLOYEES
PAYROLL AND OTHER PERSONNEL RECORDKEEPING
ADVANTAGE CORPORATE SERVICES
ADVERTISING FOR BIDS

* THIS MEETING IS BEING CALLED AS A MATTER OF URGENT PUBLIC
NECESSITY, BECAUSE IMMEDIATE ACTION IS REQUIRED TO RESOLVE
PROBLEMS THAT HAVE ARISEN CONCERNING HOSPITALIZATION AND OTHER
INSURANCE FOR COUNTY EMPLOYEES AND PAYROLL AND PERSONNEL
RECORDKEEPING.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
September 18, 1987

737

738 98
SEPTEMBER 21, 1987

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 21st day of September, 1987,
the Honorable Commissioners' Court of Johnson County met in
the Courthouse in the City of Cleburne in a special called
session with all members present and considered the following:

CONSIDERATIONS

HEALTH INSURANCE FOR COUNTY EMPLOYEES

Motion was made by Comm. Harmon, seconded by Comm. Miller,
to rescind the previous action of accepting Advantage Corporation's
offer and to ask for competitive proposals on all insurance,
including health-hospitalization and life, and to ask for
competitive proposals on bookkeeping services.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE

SEPTEMBER 28, 1987 - 9:00 A.M.

9:00 A.M. APPROVAL OF BILLS
APPROVAL OF MINUTES

9:15 CONSIDERATIONS

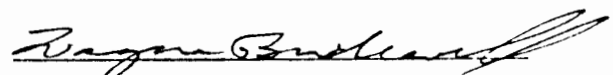
1. Award bids on Construction of New Law Enforcement Center
2. Award bid on lease or purchase of postage machine
3. Advertising for Bids
4. Set fees for Sheriff's Office and Constables
5. Traffic Regulations on County Roads
6. Road Classification System
7. Builder's Risk Insurance on New Law Enforcement Center
8. Designation of Polling Places
9. Employee Handbook
10. Old Hospital Building
11. Regional Reintegration Center
12. Construction of Johnson County Law Enforcement Center
13. Award bids on Road Construction Materials
14. Johnson County Mental Health and Mental Retardation Center
15. Courthouse Custodian Work
16. Award bids on automobile repair for Sheriff's Office
17. Utility Permits on County Roads
18. Service Agreement on Lektriever Filing Machine for County Clerk's office
19. Radio Equipment for Sheriff's Office
20. Quality Control Division

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) e,f and g dealing with litigation, land acquisition and personnel.
2. Reconvene into open session for potential action resulting from the Executive Session pertaining to litigation, land acquisition and personnel.

1:30 PRESENTATION OF PLAQUE TO HENRY BROWN
AND MARSHALL EATON

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

POSTED: 9:00 A.M.
September 25, 1987

739

740 100
SEPTEMBER 28, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 28th day of September, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular called session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Roe, seconded by Comm. Harmon to approve the minutes as presented for two meetings on September 8, September 11, September 14, September 18 and September 21, 1987.

All voted aye; motion passed.

APPROVAL OF BILLS

Motion was made by Comm. Roe, seconded by Comm. Miller to approve the bills as presented by the County Auditor.

All voted aye; motion passed.

CONSIDERATIONS

2. AWARD BID ON LEASE OR PURCHASE OF POSTAGE MACHINE

Motion was made by Comm. Harmon, seconded by Comm. Roe to postpone action on bid for lease of a postage machine until further study can be made on this.

All voted aye; motion passed.

APPROVAL OF BILLS

Motion was made by Comm. York, seconded by Comm. Miller to approve a bill owed to Miller's Farm Store in Burleson in the amount of \$791.00 for pouring a concrete slab for Precinct No. 3.

All voted aye; motion passed.

CONSIDERATIONS

11. REGIONAL REINTEGRATION CENTER

Several members of the Cleburne Chamber of Commerce said that they supported the Proposal for a Regional Reintegration Center for Johnson County.

No action was taken.

9. EMPLOYEE HANDBOOK

No action was taken.

3. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Miller to reject bids for the purchasing of two (2) tractors with boom brush cutters and two (2) mowers and to authorize readvertising for these items.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve advertising for a new ½ ton pickup truck for Precinct No.1, catered meals at Johnson County Jail for prisoners , groceries at jail and food accessory items at jail including plastic utensils, sugar in packets, paper bags, etc.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. York to approve the Commissioner in Precinct No. 2 repairing several items of equipment that would cost less than \$5,000.00 and purchasing a used motor grader that would cost less than \$5,000.00.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe to advertise for clay base pit run gravel F.O.B.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Roe to reject the bids for treated bridge lumber and readvertise with more specific specifications.

All voted aye; motion passed.

742

108

13. AWARD BIDS ON ROAD CONSTRUCTION MATERIALS

Motion was made by Comm. Harmon, seconded by Comm. Roe to accept the low bid of Texas Steel Culverts for Galvanized Steel Culverts.

All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Miller to accept all bids for road materials and the Commissioners would determine the cheapest price on each road project depending upon the location of the road and hauling costs.

All voted aye; motion passed.

1. AWARD BIDS ON CONSTRUCTION OF NEW LAW ENFORCEMENT CENTER

Motion was made by Comm. Miller, seconded by Comm. Roe to award the low bids for the Johnson County Law Enforcement Center as presented by the Construction Manager and to authorize readvertising for bids on items requested by the Construction Manager. A copy of the bids is attached hereto.

All voted aye; motion passed.

7. BUILDERS RISK INSURANCE ON NEW LAW ENFORCEMENT CENTER

Motion was made by Comm. Roe, seconded by Comm. Harmon to authorize advertising for bids for Builders Risk Insurance on New Law Enforcement Center.

All voted aye; motion passed.

THE COMMISSIONERS COURT RECESSED FOR LUNCH AT 12:10 P.M. AND
RECONVENED AT 1:30 P.M.

PRESENTATION OF PLAQUES TO HENRY BROWN AND MARSHALL EATON

The Commissioners Court presented plaques to Henry Brown, Chief Inspector of the Quality Control Division, and Marshall Eaton, Agriculture Extension Agent for 4-H, for their distinguished service to Johnson County.

CONSIDERATIONS

18. SERVICE AGREEMENT ON LEKTRIEVER FILING MACHINE FOR COUNTY CLERKS
OFFICE

No action taken.

19. RADIO EQUIPMENT FOR SHERIFF'S OFFICE

Motion was made by Comm. Harmon, seconded by Comm. Miller to approve the Sheriff's Office purchasing a car radio from the General Electric Company of Dallas for \$1,239.00.

All voted aye; motion passed.

3. ADVERTISING FOR BIDS

Motion was made by Comm. York, seconded by Comm. Miller to authorize advertising for Commissary Service for Johnson County Jail.

All voted aye; motion passed.

16. AWARD BIDS ON AUTOMOBILE REPAIR FOR SHERIFF'S OFFICE

Motion was made by Comm. Miller, seconded by Comm. York to award the low bid for automobile repair for Sheriff's office to LAURSEN'S CAR CARE of Keene.

All voted aye; motion passed.

6. ROAD CLASSIFICATION SYSTEM

Morris James, the Consultant for the Road Classification System, discussed the possible provisions in a road classification system. The County Attorney will review a draft of proposed standards for accepting roads in old subdivisions that were more than 80% sold out on September 1, 1983.

No action was taken.

14. JOHNSON COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER

Morris James discussed consulting services for a possible contract between Johnson County and Johnson County Mental Health and Mental Retardation Center for coordinating mental health services in the county.

Judge Bridewell made a motion to contract with Morris James as a consultant on a mental health services contract for the county with the Johnson County Mental Health and Mental Retardation Center at \$85.00 an hour plus work expenses with the county reviewing the contract if it were to exceed 20 hours.

Motion died for lack of a second.

No other action was taken on this matter.

744 104

4. SET FEES FOR SHERIFF'S OFFICE AND CONSTABLES


The Sheriff's Office and Constable fees will remain the same as set last year.

10. OLD HOSPITAL BUILDING

Motion was made by Comm. Miller, seconded by Comm. Roe to authorize the posting of NO TRESPASSING signs in the area around the Cooling Tower at the Old Hospital Building.

All voted aye; motion passed.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

Widene 106

SPECIFICATIONS AND INVITATION TO BID

CAR REPAIRS

SCOPE

Johnson County, Texas is now accepting formal bids on vehicle repairs for the Sheriff Department's vehicles for a six (6) month period.

SPECIFICATIONS

Formula for bidding purposes:

Labor per hour + cost of parts plus percent markup = price

Payment subject to repairs done satisfactorily.

746 106

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

LAIRD AUTOMOTIVE
Box 2 Box 163
GRANVIEW, TX. 76050

Signature: Harold Laird

Name and title: Harold Laird - Owner

Date of bid: 8-10-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of _____:

From existing stock or to be ordered: _____

Unit price per each as specified: _____

Total bid price: LABOR: 22.50 per Hour + PARTS + 15% on PARTS

Delivery date anticipated: _____

Factory or dealer warranties: _____

Name and location of authorized repair stations: 2 1/2 MILES EAST
OF GRANVIEW ON FM 204

Company Name: LAIRD AUTOMOTIVE

Representative: Harold Laird

Date: 8-10-87

Johnson County is exempt from Federal Excise and State Sales Tax.
Therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 30 calendar days unless a different period is specified by Johnson County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership and individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

Name and address of bidder:

Jackson Mtr. Co. Garage
1007 South Main
Cleburne, Texas 76031
645-3392 - Metro 477-2921

Signature: Gene M. Jackson

Name and title: Owner

Date of bid: 8-13-87

Having read and understood the instructions, terms, conditions, specifications and invitation to bid, we submit the following bid:
(Make attachments if necessary)

Model, make of _____:

From existing stock or to be ordered: _____

Unit price per each as specified: Parts = Cost + 20%

Total bid price: 15⁰⁰ per Hour Labor

Delivery date anticipated: _____

Factory or dealer warranties: 90 days Parts & Labor

Name and location of authorized repair station: Jackson Mtr. Co. Garage
1007 South Main
Cleburne, Texas 76031
645-3392 - Metro 477-2921

Company Name: _____

Representative: Gene M. Jackson

747

748 106

SPECIFICATIONS AND INVITATION TO BID

CAR REPAIRS

SCOPE

Johnson County, Texas is now accepting formal bids on vehicle repairs for the Sheriff Department's vehicles for a six (6) month period.

SPECIFICATIONS

Formula for bidding purposes:


Labor per hour + cost of parts plus percent markup = price

Payment subject to repairs done satisfactorily.

Laursen's Car Care
P.O. Box 915
Keene, Texas 76059
645-7732

\$20.00 labor per hour plus 15% mark-up on parts from my cost.
All Wrecker service free with work done.

Bid submitted by Dennis Laursen, Owner 8/12/87


SIGNATURE



REQUISITION/PURCHASE ORDER/RECEIVING

Purchase Order Number

1015

DATE 9-22-87

THE (ITEMS) OR SERVICE(S) BELOW ARE NEEDED IN THE DISCHARGE OF MY OFFICIAL DUTIES: Johnson County Sheriff Office BY: <u>[Signature]</u> <u>09-22-87</u> Signature and Date ESTIMATED AMOUNT: \$1239.00		I CERTIFY THAT PROVISIONS HAVE BEEN MADE IN THE BUDGET AND FUNDS ARE, OR WILL BE, ON HAND TO PAY THIS OBLIGATION WHEN DUE, OR IN ORDER OF REGISTRATION IF PAYMENT IS IN SCRIP. DONNIE WILLIAMS County Auditor BY: <u>[Signature]</u> ACCOUNT DISTRIBUTION _____					
MAIL INVOICES TO: County Auditor Rm. 102, Co. Courthouse Cleburne, Tx. 76031	PAYMENT TERMS: _____ DELIVERY DATE: _____ FOB POINT: <input type="checkbox"/> DESTINATION <input type="checkbox"/> PLANT <input type="checkbox"/> OTHER						
VENDOR: General Electric Company 13747 Montfort Dr Suite 205 Dallas, Tx 75240		SHIP TO: Johnson County Sheriff Office Johnson County Courthouse Cleburne, Tx 76031					
CONFIRMATION OF VERBAL ORDER PLACED WITH YOUR _____ ON _____ DO NOT DUPLICATE SHIPMENT. ALL INVOICES AND PACKING SLIPS MUST BEAR PURCHASE ORDER NUMBER. DELIVER ITEM(S)/ SERVICE(S) HEREIN SUBJECT TO TERMS AND CONDITIONS ON THE FACE AND REVERSE HEREOF, AND ATTACHMENTS IF ANY. NOTIFY BUYER IMMEDIATELY IF UNABLE TO DELIVER AS SPECIFIED.							
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	B/O	RECEIVED
1	G.E. Ranger #N-9H02(Standard Radio)	1		855.50	855.50		
2	Option A-1(Factory Programming)	1		29.50	29.50		
3	Option S-6 B100 S-550 Control Head	1		336.30	336.30		
4	M-1HD Mike	1		17.70	17.70		
						TOTAL AMOUNT	\$ 1239.00
NOTICE TO VENDORS: Partial payments will not be made unless specifically authorized in advance by the Purchasing Department. Mail invoices directly to the Auditor's office at address above.				JOHNSON COUNTY PURCHASING DEPARTMENT ROOM 102 COUNTY COURTHOUSE • CLEBURNE TX 76031 <u>[Signature]</u> KAREN BROWN, Purchasing Officer			

SUGGESTED VENDORS:

- 1) _____
- 2) _____
- 3) _____

I certify that this form meets all the requirements and procedures of the Jo. Co. Purchasing Dept. and has the final approval of the Co. Judge.

250 110

**CONTRACTS AWARDED
JOHNSON COUNTY LAW ENFORCEMENT
CENTER
SEPTEMBER 28, 1987**

ITEM NO. 3 RESID
ITEM NO. 4 RESID
ITEM NO. 5 A B C DOORS OF DALLAS
P.O. BOX 270489
DALLAS, TEXAS 75227 \$4,800.00

ITEM NO. 6 RESID
ITEM NO. 7 RESID
ITEM NO. 8 FINE DRYWALL
P.O. BOX 40363
FORT WORTH, TEXAS 76028 \$32,902.50

ITEM NO. 9 EXCLUDED
ITEM NO. 10 RESID DUE TO ONLY ONE BIDDER
ITEM NO. 11 PENNER & CHENEY
1801 E. LANCASTER
FORT WORTH, TEXAS 76102 \$148,383.00

ITEM NO. 12 RESID
ITEM NO. 13 CUMMINGS SIGNS
7301 HOUSE ANDERSON ROAD
DALLAS, TEXAS 75040 \$22,762.50

ITEM NO. 14 COMMERCIAL EQUIP. CO.
18511 WRIGHT BROTHERS
DALLAS, TEXAS 75244-2181
(LAUNDRY EQUIP. ONLY) \$10,140.00

RESTAURANT - 1981 RESTAURANT BELL
10411 PARK BLVD.
DALLAS, TEXAS 75119
(LAUNDRY EQUIP. ONLY) \$62,480.00

ITEM NO. 15 NO AWARD AT THIS TIME

ITEM NO. 16 KREMER ELECTRIC
P.O. BOX 76138
DALLAS, TEXAS 75179 \$49,000.00

ITEM NO. 17 BICALCHUSE
1015 CURRY ROAD
DALLAS, TEXAS 75258 \$31,130.50

ITEM NO. 18 B. G. FLEMING CO.
P.O. BOX 11111
FORT WORTH, TEXAS 76111 \$1,000.00

ITEM NO.19 DYNA-TEN
3612 BYERS AVE.
FORT WORTH, TEXAS 76107 \$ 485,000.00

ITEM NO.20 REBID

ITEM NO.21 FREEMAN ELECTRIC
P.O. BOX 79488
SAGINAW, TEXAS 76179 \$39,000.00

ITEM NO.22 FREEMAN ELECTRIC
P.O. BOX 79488
SAGINAW, TEXAS 76179 \$ 299,000.00

ITEM NO.23 PENNER & CHENEY
1502 E. LANCASTER
FORT WORTH, TEXAS 76102 \$ 700.00

ITEM NO.24 PENNER & CHENEY
1502 E. LANCASTER
FORT WORTH, TEXAS 76102
(DEDUCTION FROM ITEM NO. 11) \$ 3,500.0

ITEM NO.25 REBID

ITEM NO.26 REBID

ITEM NO.27 PENNER & CHENEY
1502 E. LANCASTER
FORT WORTH, TEXAS 76102 \$ 372.00

ITEM NO.28 FREEMAN ELECTRIC
P.O. BOX 79488
SAGINAW, TEXAS 76179
(DEDUCTS FROM ITEM NO. 22) \$ 4,065.00

ITEM NO. 29 PENNER & CHENEY
1502 E. LANCASTER
FORT WORTH, TEXAS 76102 \$ 170.00

ITEM NO. 30 OMIT

ITEM NO. 31 PENNER & CHENEY
1502 E. LANCASTER
FORT WORTH, TEXAS 76102 \$ 1,000.00

ITEM NO. 32 FREEMAN ELECTRIC
P.O. BOX 79488
SAGINAW, TEXAS 76179
(DEDUCT FROM ITEM 22) \$ 0,300.00

ITEM NO. 33 OMIT

ITEM NO. 34 OMIT

ITEM NO. 35 OMIT

ITEM NO. 36 OMIT

ITEM NO. 37 JOE ADAMS & SON INC.
P.O. BOX 9120
FORT WORTH, TEXAS 76101-0120 \$ 105,000.00

ITEM NO. 38 REBID
ITEM NO. 39 REBID WITH ITEM NO. 3
ITEM NO. 40 REBID WITH ITEM NO. 3
ITEM NO. 41 REBID WITH ITEM NO. 3
ITEM NO. 42 REBID WITH ITEM NO. 3
ITEM NO. 43 REBID WITH ITEM NO. 4
ITEM NO. 44 NO AWARD AT THIS TIME
ITEM NO. 45 NO AWARD AT THIS TIME
ITEM NO. 46 NO AWARD AT THIS TIME
ITEM NO. 47 NO AWARD AT THIS TIME

75A

112


116

TABULATION OF BID (X) PROPOSAL () QUOTATION ()		<h1 style="margin: 0;">County of Johnson</h1> <p style="margin: 0;">COURTHOUSE CLEBURNE, TEXAS</p>		 KAREN BROWN PURCHASING OFFICER			
BIDS OPENED ON: September 25, 1987		BY: K. Brown					
BUYER:							
NAME AND ADDRESS REP. AND TEL. NO.	1. Ben Griffin Tractor	2. Wright Ford Tractor	3. Zimmerer Kubota & Eq.				
	4.	5.	6.				
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.
DELIVERY							
PAYMENT TERMS							
FOB POINT							
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY							
ITEM	QUANT.	UNIT					
Tractor with brushcutter			Ford 6610	Ford 6610	M-8030F Kubota		
			W/Terrain	15,100.00	w/ mower		
			King A Boom	no bid on	27,472.00		
Mowers			25,823.00	brushcutter			
			Terrain King	Woods HS	Cartner LMS-5R		
			Versa Mower	5,465.00	7,928.00		
			7,439.00				
Alternate I-Tractor			1936 80-66				
			Hesston w/				
			A Boom				
			24,212.00				
Alternate II-Tractor			1987 30-66				
			Hesston w/				
			A Boom				
			25,147.00				
TOTAL PRICE							
TRADE DISCOUNT							
TOTAL AMOUNT AWARDED							
CONTRACT P O D O NUMBER							

753

114

NAME AND ADDRESS REP. AND TEL. NO.	1. Charlie Phillips Trucking		2. Davis Trucking		3. Whites Mines			
	4. Fort Worth Crushed Stone		5. I35 Sand Pit		6. Johnnie Isenberg			
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.	
DELIVERY								
PAYMENT TERMS								
FOB POINT								
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY								
ITEM	QUANT.	UNIT						
Flex	Road Base	Item 248	3.00/T	2.55/T	3.50/T	2.25/T	2.60/T	4.50/T
			.11 mile		80,000#	Jo. Co. Pl.	Concord	.12 mile
					.10	2.40/T	2.25/T	
					58,420#	Hood Co. Pl.	Ft. Worth	
					.17		Crushed St.	
							Hauling	
							see attached	
							to hauling	
							bids	
TOTAL PRICE								
TRADE DISCOUNT								
TOTAL AMOUNT AWARDED								
CONTRACT P.O. D.O. NUMBER								

TABULATION OF BID () PROPOSAL () QUOTATION ()		<h1>County of Johnson</h1> <p>COURTHOUSE CLEBURNE, TEXAS</p>					
BIDS OPENED ON: _____			BY: _____				
BUYER: _____			KAREN BROWN PURCHASING OFFICER				
NAME AND ADDRESS REP. AND TEL. NO.	1. Concord Materials		2. Richey Excavating & Trucking		3.		
	4.		5.		6.		
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.
DELIVERY							
PAYMENT TERMS							
FOB POINT							
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY							
ITEM	QUANT.	UNIT					
Flex Base Item	248		2.60/T	4.75/T			
			delivered				
TOTAL PRICE							
TRADE DISCOUNT							
TOTAL AMOUNT AWARDED							
CONTRACT P.O. D.O. NUMBER						755	

756

The seal of the State of Texas, featuring a five-pointed star in the center, surrounded by a wreath, and the words "THE STATE OF TEXAS" in a circular border.

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO	1.	David Trucking	2.	J & B Transportation	3.	Brazos Point
	4.	I35 Sand Pit	5.		6.	

BID/PROPOSAL/QUOTE DATE	1.	2.	3.	4.	5.	6.
DELIVERY						
PAYMENT TERMS						
FOB POINT						
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY						

[illegible]

TOTAL PRICE						
TRADE DISCOUNT						
TOTAL AMOUNT AWARDED						
CONTRACT P.O. NO. NUMBER						

I-35 Sand Pit
P.O. Box 611
Alvarado, Tx. 76009
(817) 783-2744
Metro 477-4000

RATES

10 mi. & under	172	Ton	121 - 125	1017
11	178		126 - 130	1053
12	184		131 - 135	1090
13	190		136 - 140	1124
14	197		141 - 145	1162
15	209		146 - 150	1197
16	215		151 - 155	1233
17	221		156 - 160	1264
18	224		161 - 165	1298
19	236		166 - 170	1332
20	243		171 - 175	1365
21	251		176 - 180	1399
22	259		181 - 185	1432
23	264		186 - 190	1463
24	276		191 - 195	1496
25	281		196 - 200	1528
26	290			
27	297			
28	309			
29	317			
30	330			
31	344			
32	353			
33	365			
34	374			
35	384			
36	396			
37	409			
38	418			
39	426			
40	439			
41 - 45	473			
46 - 50	526			
51 - 55	561			
56 - 60	584			
61 - 65	628			
66 - 70	678			
71 - 75	693			
76 - 80	730			
81 - 85	764			
86 - 90	794			
91 - 95	822			
96 - 100	848			
101 - 105	893			
106 - 110	924			
111 - 115	956			
116 - 120	986			

MATERIAL

Base:		
Concord	2.60	Ton
Fort Worth	2.25	Ton
Crushed Stone		
Round Rock Lime	2.50	Ton
3/8" Pea Gravel:	3.90	Ton

758

118

TRANSPORTATION CHARGES FOR HAULING ROAD MATERIALS

<u>Distance-</u> <u>Miles</u> <u>(Inclusive)</u>	<u>Rate*</u>	<u>Distance-</u> <u>Miles</u> <u>(Inclusive)</u>	<u>Rate*</u>
10 & Under	.17	17	.13
11	.16	18-24	.12
12	.15	25-50	.11
13	.15	51-70	.10
14	.14	71-95	.09
15	.14	96-100	.08
16	.13		

*Rates are in cents per ton per loaded mile.

The haul rates quoted above are based on the present rates set by the Railroad Commission of Texas. Should these rates be changed by the RRC, new rates will be quoted at that time.

J+B
Bridges Part

Power Aggregate

PCT 2

ORIGINAL PAGE 12

SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC.
MOTOR FREIGHT COMMODITY TARIFF 2-J

SECTION 3 - DISTANCE COMMODITY RATES

ITEM 411

~~SAND, GRAVEL AND OTHER COMMODITIES AS DESCRIBED IN ITEM 415 (NOTES 1, 2 & 3)~~

Col. 1 rate for loads hauled on load limit road (58,420)

Col. 2 rate for loads hauled on 80,000 limit roads.

RATES IN CENTS PER TON

DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES	
	COL. 1 10 TONS	COL. 2 20 TONS		COL. 1 10 TONS	COL. 2 20 TONS		COL. 1 10 TONS	COL. 2 20 TONS
10 & Under	267	172	35	549	384	136 - 140	2244	1124
11	301	178	36	573	396	141 - 145	2315	1152
12	308	184	37	591	409	146 - 150	2367	1197
13	318	190	38	706	413	151 - 155	2455	1233
14	330	197	39	722	426	156 - 160	2521	1264
15	352	209	40	742	439	161 - 165	2590	1299
16	363	215	41 - 45	800	473	166 - 170	2655	1332
17	374	221	46 - 50	890	525	171 - 175	2722	1365
18	381	224	51 - 55	948	561	176 - 180	2799	1399
19	396	236	56 - 60	990	584	181 - 185	2855	1432
20	411	243	61 - 65	1055	628	186 - 190	2921	1463
21	422	251	66 - 70	1145	673	191 - 195	2988	1495
22	437	259	71 - 75	1192	693	196 - 200	3051	1533
23	443	264	76 - 80	1255	730	201 & Over	Note 1	Note 1
24	461	276	81 - 85	1333	764			
25	477	281	86 - 90	1464	794			
26	490	290	91 - 95	1531	822			
27	503	297	96 - 100	1600	848			
28	524	309	101 - 105	1700	893			
29	538	317	106 - 110	1732	924			
30	557	330	111 - 115	1855	956			
31	584	344	116 - 120	1943	986			
32	594	353	121 - 125	2005	1017			
33	613	365	126 - 130	2095	1053			
34	631	374	131 - 135	2171	1090			

For shipments with a rate-making distance of over 200 miles, the applicable rate shall be determined by using the rate for over 200 miles, plus 77 cents for Col. 1, and 39 cents for Col. 2, for each 5 (five) miles or fraction thereof, of the rate-making distance over 200 miles.

ISSUED: APRIL 10, 1987

EFFECTIVE: APRIL 10, 1987

Price per ton per loaded mile for Base, Aggregates, Stockpiled Cold Mix and Precoat.
All mileage based on Terrells Mileage Guide used for the State of Texas.

173:121

For explanation of abbreviations and reference marks, see last page of this tariff.

759

SAND AND GRAVEL MOTOR CARRIERS ASSOCIATION, INC.
MOTOR FREIGHT COMMODITY TARIFF 2-3

SECTION 3 - DISTANCE COMMODITY RATES

ITEM 421 ASPHALT TREATED OR COATED MATERIALS AS DESCRIBED IN ITEM 425 (NOTES 5, 6, 7 & 8)

Col. 1 rates for loads hauled on load limit roads (58,420)

Col. 2 rates for loads hauled on 80,000 limit roads.

RATES IN CENTS PER TON (NOTE 4)

DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES		DISTANCE- MILES (INCLUSIVE)	RATES	
	COL. 1 10 TONS	COL. 2 20 TONS		COL. 1 10 TONS	COL. 2 20 TONS		COL. 1 10 TONS	COL. 2 20 TONS
10 & Under	326	195	25	559	317	40	837	455
11	344	203	26	552	329	41 - 45	904	517
12	354	210	27	559	336	46 - 50	1004	554
13	364	215	28	592	353	51 - 55	1071	556
14	376	224	29	613	360	56 - 60	1116	659
15	399	239	30	629	371	61 - 65	1202	709
16	409	246	31	657	388	66 - 70	1293	754
17	424	253	32	672	400	71 - 75	1391	783
18	432	257	33	692	412	76 - 80	1483	823
19	449	269	34	714	423	81 - 85	1569	864
20	463	274	35	734	438	86 - 90	1649	899
21	477	283	36	740	452	91 - 95	1727	930
22	493	291	37	749	462	96 - 100	1800	960
23	504	301	38	796	473	101 & Over	Note 2	Note 2
24	523	311	39	813	484			

NOTE 1 - When the legal carrying capacity of the transporting vehicle is less than 20 tons, the minimum weight shall be 13 tons per vehicle use.

NOTE 2 - For shipments with a rate-making distance of over 100 miles, the applicable rate shall be determined by using the rate for 100 miles, plus 92 cents for Col. 1, and 49 cents for Col. 2, for each five (5) miles or fraction thereof, of the rate-making distance over 100 miles.

NOTE 3 - Col. 1 rates will apply on all shipments when the shipper or receiver, or a Federal, State or local governmental agency prohibits the carrier from performing the transportation service in a tractor-trailer combination unit with a minimum carrying capacity of 13 tons.

NOTE 4 - When material is dumped into a laydown machine or spreader box at destination, an additional 20 cents per ton shall be assessed.

NOTE 5 - Rates in this item do not apply on shipments transported in pneumatic trailer, tank trailer, or pneumatic tank trailer equipment. For applicable rates, see Item 481.

NOTE 6 - Rates in this item do not apply on shipments moving under contracts named in Item 499. Apply rates in Item 420.

NOTE 7 - Item 421 cancels Item 420 except for application of Item 420 rates to contracts named in Item 499.

NOTE 8 - Rates in this item do not apply on shipments moving under contracts named in Item 499. Apply rates in Item 499.

(MFC 19395, 19739, 20653, 21467, 22669, 23170, 24665, 26796, 27746, 28938)(MFC 19291, effective October 10, 1986)
(MFC 19621, effective February 7, 1987)(MFC 29573, effective February 20, 1987)

ISSUED: APRIL 10, 1987

EFFECTIVE: APRIL 20, 1987


Price per ton per loaded mile on Hot Mix.

All mileage based on Terrells Mileage Guide used for the State of Texas.

978:201

For explanation of abbreviations and reference marks, see last page of this tariff.


HOT MIX COLD LAID T.D.H.P.T. ITEM 350, TYPE FF

TABULATION OF		<h1>County of Johnson</h1>							
BID	(X)	COURTHOUSE							
PROPOSAL	()	CLEBURNE, TEXAS							
QUOTATION	()								
BIDS OPENED ON:		September 11, 1987				BY: K. Brown			
BUYER:						KAREN BROWN PURCHASING OFFICER			
NAME AND ADDRESS REP. AND TEL NO.	1.	White's Mines		2.	Best Asphalt		3.	ABC Asphalt	
	4.	Richey Excav. & Trucking		5.	Pioneer Aggregate		6.		
BID/PROPOSAL/QUOTE DATE		1.		2.		3.		4.	
DELIVERY									
PAYMENT TERMS									
FOB POINT									
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY									
ITEM	QUANT.	UNIT							
Hot mix Cold Laid	18.30/T 80,000# .10 58,420# .17		22.25/T	21.08/T	27.35/T	18.00/T			
				.15 tandem .10 truck	delivered				
TOTAL PRICE									
TRADE DISCOUNT									
TOTAL AMOUNT AWARDED									
CONTRACT P.O. D.O. NUMBER									763

HOT MIX ASPHALTIC CONCRETE (TYPE D)

764

124

TABULATION OF BID (X) PROPOSAL () QUOTATION ()		<i>County of Johnson</i>		COURTHOUSE CLEBURNE, TEXAS			
BIDS OPENED ON: September 11, 1987				BY: K. Brown		KAREN BROWN PURCHASING OFFICER	
BUYER:							
NAME AND ADDRESS REP. AND TEL. NO.	1. White's Mines		2. Best Asphalt		3. ABC Asphalt		
	4. Richey Excav. & Trucking		5. Pioneer Aggregate		6.		
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.
DELIVERY							
PAYMENT TERMS							
FOB POINT							
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY							
ITEM	QUANT	UNIT					
Hot Mix			18.30/T	21.50/T	19.61/T	22.50/T	18.25/T
			80,000# .11		.15 tandem	delivered	
			58,420# .19		.10 truck		
TOTAL PRICE							
TRADE DISCOUNT							
TOTAL AMOUNT AWARDED							
CONTRACT P.O. D.O. NUMBER							

766 124

The seal of the State of Texas, featuring a five-pointed star in the center, surrounded by a wreath, and the words "THE STATE OF TEXAS" in a circular border.

TOTAL PRICE						
TRADE DISCOUNT						
TOTAL AMOUNT AWARDED						
CONTRACT P O D O NUMBER						

TREATED BRIDGE TIMBER

BID	(X)
PROPOSAL	()
QUOTATION	()

County of Johnson

COURTHOUSE
CLEBURNE, TEXAS



BIDS OPENED ON: September 11, 1987

BY: K. Brown


BUYER: _____

KAREN BROWN
PURCHASING OFFICER

NAME AND ADDRESS REP. AND TEL. NO.	1.	Johnnie Isenberg		2.	Hicks Post Co.		3.		
	4.			5.			6.		
BID/PROPOSAL/QUOTE DATE		1.		2.		3.		4.	
DELIVERY									
PAYMENT TERMS									
FOB POINT									
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY									
ITEM	QUANT.	UNIT							
Bridge Timber			\$530/	\$465/					
			1000 bd. ft.	1000 bd. ft.					
			plus \$300	rough pine					
			per load	\$500/					
			delivered	1000 bd. ft.					
				creosote					
TOTAL PRICE									
TRADE DISCOUNT									
TOTAL AMOUNT AWARDED									
CONTRACT P.O. D.O. NUMBER									1767

GALVANIZED STEEL CULVERTS

768 128

TABULATION OF BID (X) PROPOSAL () QUOTATION ()		<i>County of Johnson</i>		COURTHOUSE CLEBURNE, TEXAS			
BIDS OPENED ON: September 11, 1987				BY: K, Brown			
BUYER:				KAREN BROWN PURCHASING OFFICER			
NAME AND ADDRESS REP. AND TEL. NO.	1. Johnnie Isenberg		2. Texas Steel Culverts		3.		
	4.		5.		6.		
BID/PROPOSAL/QUOTE DATE		1.	2.	3.	4.	5.	6.
DELIVERY							
PAYMENT TERMS							
FOB POINT							
TYPE BUSINESS S-SMALL L-LARGE M-MINORITY							
ITEM	QUANT.	UNIT					
Steel culverts			8.50/ft 18"	5.55/ft 18"			
			105.00/ft 120"	65.50/ft 120"			
TOTAL PRICE							
TRADE DISCOUNT							
TOTAL AMOUNT AWARDED							
CONTRACT P O D O. NUMBER							

JOHNSON COUNTY

OFFICIAL AGENDA

BILLY F. ROE
Commissioner Precinct 1

WAYNE BRIDEWELL
County Judge

JIMMIE W. YORK
Commissioner Precinct 3

RON HARMON
Commissioner Precinct 2

DONNA DURHAM
Secretary to Commissioner's Court

BUD MILLER
Commissioner Precinct 4

Metro
477-3222

(817) 641-4421

Burleson No.
295-8550

REGULAR CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS COURT
JOHNSON COUNTY COURTHOUSE - FIRST FLOOR - CLEBURNE
OCTOBER 5, 1987 - 8:30 A.M.

8:30 A.M. COMMISSIONERS REVIEW SUBDIVISION WITH QUALITY
CONTROL AND DEVELOPERS

9:00 A.M. SUBDIVISIONS

1. Bowyer Addition (Final) Prec. # 4
2. North Hills Phase III (Final), Prec. # 2

9:15 A.M. APPROVAL OF MINUTES

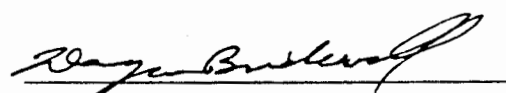
9:30 CONSIDERATIONS

1. Market Square
2. Election of Central Appraisal District Directors
for 1988-1989
3. Advertising for Bids
4. Old Hospital Building
5. Employee Handbook
6. Appointment of Board Members to Child Welfare Board
7. Designation of Polling Places
8. Appointment of Election Judges and Alternate
Judges
9. Construction of Johnson County Law Enforcement
Center
10. Utility Permits on County Roads
11. Regional Reintegration Center
12. Courthouse Custodian Work

11:00 EXECUTIVE SESSION

1. V.T.C.S. Art. 6252-17 (2) g dealing with
personnel.
2. Reconvene into open session for potential
action resulting from the Executive Session
pertaining to personnel.

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 the Vernon's Civil Statutes.


WAYNE BRIDEWELL
County Judge

Posted: 4:30 P.M.
October 1, 1987

770 130

OCTOBER 5, 1987

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JOHNSON

BE IT KNOWN that on this the 5th day of October, 1987, the Honorable Commissioners Court of Johnson County met in the Courthouse in the City of Cleburne in a regular called session with all members present and considered the following:

APPROVAL OF MINUTES

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve the minutes of the meeting of September 28, 1987 as written.

All voted aye; motion passed.

SUBDIVISIONS

BOWYER ADDITION

Motion was made by Comm. Miller, seconded by Comm. York to approve the final plat of Bowyer Addition Subdivision.

All voted aye; motion passed.

CONSIDERATIONS

6. APPOINTMENT OF BOARD MEMBERS TO CHILD WELFARE BOARD

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve the appointment of Jackie Spain, Clint McMahon, and Debbie Murphy to the Johnson County Child Welfare Board.

All voted aye; motion passed.

3. ADVERTISING FOR BIDS

Motion was made by Comm. Roe, seconded by Comm. Miller to reject the bids for the purchase of six (6) new cars for the Sheriff's Dept. and to re-advertise for bids on six (6) new cars.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. York to advertise for bids on 1 to 3 drag type spray units, janitorial services for certain county offices and the purchase of office equipment.

All voted aye; motion passed.

15

4. OLD HOSPITAL BUILDING

Motion was made by Comm. Miller, seconded by Comm. Roe to approve purchasing a propellor fan wheel for the cooling tower at the old hospital building at a cost of \$381.00.

All voted aye; motion passed.

Motion was made by Comm. Harmon, seconded by Comm. Miller to accept the low estimate from Cleburne Fence Co. of Joshua in the amount of \$1,695.00 for an 8 foot fence with 2 strands of barbed wire around the top to be built around the cooling tower at the old hospital building.

All voted aye; motion passed.

Motion was made by Comm. Miller, seconded by Comm. Harmon to approve the advertising for bids on the sale of 2 American washers, 1 American folder, 1 American four-roll ironer, 2 American dryers, and the laundry room boiler, all located at the old hospital building.

All voted aye; motion passed.

Motion was made by Comm. Roe, seconded by Comm. Miller, to increase the finder's fee for a real estate agent on the sale of the old hospital building from 1% to 3%.

All voted aye; motion passed.

Motion was made by Comm. York, seconded by Comm. Miller, to advertise the hospital for sale for a 3% finder's fee to real estate agents and advertise in Dallas and Ft. Worth papers and the Wall Street Journal for thirty days preferably in weekend editions, with the possibility of extending the time if necessary. An open house for real estate agents and commercial investors will be held to view the building.

All voted aye; motion passed.

THE COMMISSIONERS COURT RECESSED AT 10:30 A.M. AND RECONVENED AT
10:40 A.M.

2. ELECTION OF CENTRAL APPRAISAL DISTRICT DIRECTORS FOR 1988-1989

Motion was made by Comm. Harmon, seconded by Comm. York to nominate Billy F. Roe as a Director of the Central Appraisal District of Johnson County for the 1988-1989 term.

All voted aye; motion passed.

10. UTILITY PERMITS ON COUNTY ROADS

County Attorney Dale Hanna advised the Commissioners that utility companies have the right to locate lines within a county right-of-way, with the county designating the location within the right-of-way where those lines are to be installed.

No action taken.

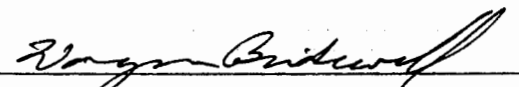
1. MARKET SQUARE

No action taken.

9. CONSTRUCTION OF JOHNSON COUNTY LAW ENFORCEMENT CENTER

No action taken.

The meeting was adjourned.


WAYNE BRIDEWELL, County Judge

Attested by:

ROBBY GOODNIGHT, County Clerk

STATE OF TEXAS
COUNTY OF JOHNSON

BE IT REMEMBERED that the Commissioners Court of Johnson County, Texas met in regular session at it's regular meeting place in the Courthouse on the 5th day of October, 1987.

A motion was made by Commissioner RON HARMON to nominate Billy F. Roe, 820 Ridgeway Drive, Cleburne, Texas as director of the Central Appraisal District of Johnson County, Texas, for 1988-1989 Term.

The motion was seconded by Commissioner Jimmie York.

Ayes: RON HARMON, Jimmie York, Bud Miller,
AND Billy F. Roe
Nayes: NONE

The motion was declared to have passed.

Billy F. Roe
BILLY F. ROE
Commissioner, Precinct # 1

Jimmie W. York
JIMMIE W. YORK
Commissioner, Precinct # 3

Ron Harmon
RON HARMON
Commissioner, Precinct # 2

Bud Miller
BUD MILLER
Commissioner, Precinct # 4

Wayne Bridewell
WAYNE BRIDEWELL
County Judge