

May 1, 1941

THE STATE OF TEXAS ()
 ()
COUNTY OF JOHNSON ()

BE IT REMEMBERED That at a regular meeting of the Commissioners' Court of Johnson County, Texas, held on the first day of May, A. D. 1941, the following members were present: Hon. Roy Anderson, County Judge; Roy Wyatt, Commissioner of Prec. # 1; H. O. Hadley, Commissioner of Prec. # 2; Dallas Thompson, Commissioner of Prec. # 3; G. T. Elliott, Commissioner of Prec. # 4; A. T. Griffin, County Clerk; and Sheriff Oran Smith. Among other things they did the following:

Upon the motion of Commissioner Thompson, seconded by Commissioner Hadley, it was ordered by the Court, to enter into a contract with Thompson Radio Sound Service, to install and maintain two (2) transmitter units on two cars operated by the Sheriff, at \$50.00 per month.

THE STATE OF TEXAS ()
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This memorandum of agreement entered into this the first day of May, A.D. 1941, by and between Johnson County, Texas and Thompson Radio and Sound Service of Cleburne, Texas:

The said Thompson Radio Sound Service hereby agrees to install and maintain two mobile transmitter units on the two cars operated by the Sheriff's Department of Johnson County, Texas. Said units to be installed and maintained in connection with the Radio Transmitting Station and the Police Radio already installed on said cars as provided by a contract dated November 30, 1940 by and between Johnson County and Thompson Radio and Sound Service.

In consideration, thereof, Johnson County, Texas, hereby agrees to pay Thompson Radio Sound Service the sum of \$50.00 per month in addition to the consideration set out in said contract dated November 30, 1940. Said payments to begin on the date said equipment is installed and ready to use, and to continue until the date of expiration of said contract dated November 30, 1940 which shall be

November 30, 1941, and it is further agreed that at said date this contract may be renewed and extended by consent of both parties.

Johnson County, Texas

By Roy Anderson, County Judge

Thompson Radio Sound Service

By Frank Thompson, Jr.

Attest:

A.T. Griffin, County Clerk

Upon the motion of Commissioner Thompson, seconded by Commissioner Hadley, it was ordered by the Court, to advertise for bids on new four door Sedan, with a tradein of 39 Chevrolet four door Sedan for Sheriff's car. Specifications on new car: Color Black, heavy duty Battery, Six Ply tires, heavy duty tubes. Bid to be opened May 16, 1941 at 10 A.M. .

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court to rent the building on Northeast corner of the Square from Scott's for \$25.00 per month for Food Stamp office etc purposes.

Upon the motion of Commissioner Elliott, seconded by Commissioner Hadley, it was ordered by the Court to allow repair on Model K Allis-Chalmers engine for Precinct # 3.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court, to approve the bond of J.N. Bauldwin, as Delinquent Tax Collector.

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

That we, J.N. Bauldwin, as principal, and the other signers here to as sureties are hold and firmly bound unto Roy Anderson, County Judge of Johnson County, Texas and his successors in office, in the

sum of Five Thousand (\$5000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally.

Whereas, the above bounden J.N. Baldwin, has entered into a contract with the Commissioners' Court of Johnson County, Texas bearing date of April 18th, 1941, for the collection of delinquent taxes due the County of Johnson and State of Texas, on property located in Johnson County, Texas;

Now, therefore, the condition of this obligation is such, that if the said J.N. Baldwin, shall faithfully perform the conditions and terms of said contract, and shall pay over to the tax collector, or other person justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise, to which he is not entitled under the terms of said contract, during the term of said contract, then this obligation shall be null and void , otherwise to remain, in full force and effect.

Witness our hands this 28th day of April, A.D. 1941.

J.N. Baldwin, Principal.

Hartford Accident & Indemnity Co.

Approved this 1st day of
May, A.D. 1941.

By Mertz K. Williamson, Agent & Attorney-
in-fact.

Roy Anderson, County Judge,
Johnson County, Texas.

Attest:
Hilda Rauch, Attorney-in-fact.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson it was ordered by the Court to pass the following resolution and agreement between the Food Stamp Plan and County Commissioners of Johnson County, Texas.

RESOLUTION OF THE COUNTY COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, AUTHORIZING
THE EXECUTION OF AN AGREEMENT WITH THE SURPLUS MARKETING ADMINISTRATION.

WHEREAS, there has been submitted to the County Commissioners' Court of Johnson County, Texas, a proposed agency agreement to be entered into between the Surplus Marketing Administration, an agency of the United States Department of Agriculture, the Texas State Board of Public Welfare, the County Commissioners' Court of Johnson County, Texas, and the City of Cleburne, Texas, which agreement pertains to the inauguration and operation of the Food Stamp Plan in Johnson County, Texas, and:

WHEREAS, after consideration it has been proposed that the County Commissioners' Court of Johnson County, Texas, enter into said agreement;

NOW, THEREFORE, be it resolved by the County Commissioners' Court of Johnson County, Texas, that Roy Anderson, Chairman of said Court, be, and he is hereby, authorized and directed to execute the aforesaid agreement on behalf of the County Commissioners' Court and to deliver said Agreement to the Surplus Marketing Administration.

THE STATE OF TEXAS ()
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I, A.T. Griffin, County Clerk of Johnson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly passed and adopted by the Commissioners' Court of Johnson County, Texas, at a regular meeting thereof, held on May 1, 1941.

Witness my hand and seal this the 1st day of May, A.D. 1941.

A.T. Griffin, County Clerk,
Johnson County, Texas.
County Commissioners' Court of
Johnson County, Texas.
By Roy Anderson, County Judge,
Johnson County, Texas.

Attest:

A. T. Griffin, County Clerk,

Johnson County, Texas.

Two Witnesses:

Gayle Burt

Dallas Thompson

I hereby certify that, to the best of my knowledge and belief, Roy Anderson, who signed this agreement for the County Commissioners' Court of Johnson County, Texas, has legal authority to execute the same.

A. T. Griffin, County Clerk,
Johnson County, Texas.

Upon the motion of Commissioner Elliott, seconded by Commissioner Hadley it was ordered by the Court that the appointment of J.N. Baldwin be approved with out any cost to the County and bond be approved.

THE STATE OF TEXAS ()
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COUNTY OF JOHNSON ()

TO THE HONORABLE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS:

Comes now R.L. Crosier, County Attorney in and for Johnson County, Texas, and hereby states that necessity requires the services of an Assistant County Attorney in the performance of my duties, and I do hereby make application to the Commissioners' Court of Johnson County, Texas for authority to appoint an Assistant County Attorney. In connection herewith and pursuant to Article 3902.3903 R.C.S., AS AMENDED, I hereby state that the probable receipts from fees, commissions, and compensation to be collected by the Office of County Attorney of Johnson County during the fiscal year is \$4000.00 and the probable disbursements, including salaries and expenses of said office is \$3800.00. The Assistant whose appointment is requested is J.N. Baldwin.

No request is made for any compensation to be paid said Assistant County Attorney by Johnson County, but his salary and compensation is to be paid exclusively by me.

R.L. Crosier, County Attorney,

Johnson County, Texas.

Sworn to and subscribed before me this the 1st day of May, A.D. 1941.

A.T. Griffin, County Clerk.

Johnson County, Texas.

By _____, Deputy.

Upon the motion of Commissioner Thompson, seconded by Commissioner Wyatt, it was ordered by the Court to appoint E. D. Doyle as constable of Prec. # 6, or Burleson and approve bond.

Upon the motion of Commissioner Elliott, seconded by Commissioner Wyatt, it was ordered by the Court enter into a contract with J.D. Carmichael of Austin on the Bond consumption, on the basis stated in agreement as follows:

THE STATE OF TEXAS ()
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COUNTY OF JOHNSON ()

THIS AGREEMENT, made and entered into on this 1st day of May, 1941, by and between J.O. Carmichael of Austin, Texas, and the Commissioners' Court of Johnson County, Texas.

WITNESSETH:

There is a possibility that Johnson County is not enjoying the maximum participation and benefit to which it may be entitled under the present Bond Assumption Law. However before it can be determined whether such a possibility does exist, it is necessary that a comprehensive survey and thorough check be made of all expenditures from bond funds on State Highways within Johnson County.

It is recognized that to properly survey all the original expenditures from bond funds and to properly assemble and compile such data and proofs that may be necessary to present and favorable

findings to the Board of County & District Road Indebtedness for final consideration and approval requires the services of one thoroughly experienced in such matters.

Therefore, Johnson County has employed and does hereby employ J.O. Carmichael for the purpose of making such survey of bond funds expenditures for highway purposes, and to assemble such information and other evidence of proof necessary to properly present and substantiate any claim for increased State participation or cash refund to which Johnson County may be entitled.

J.O. Carmichael agrees to do all of the necessary things outlined above, furnishing a skilled and experienced accountant to assist him if it is deemed necessary, to make the survey and to properly perform any other services as may be required in an effort to secure such participation and cash refunds, and to pay all expenses incurred in connection therewith.

For and in consideration of the services to be rendered hereunder, Johnson County, agrees to pay to J.O. Carmichael, a sum equal to 12 ½ % of the first \$25,000.00, and 5 % of all additional net savings to the county due to increased participation and/or cash refunds to the County from the Board of County & District Road Indebtedness, exclusive of funds or credits due Johnson County, from the Lateral Road Account. Such sums shall be due and payable when additional increase in participation has been officially approved by the Board of County & District Road Indebtedness, and cash refunds, if any, received by Johnson County. In the event that no cash refunds are made and/or increased participation is obtained then Johnson County is not indebted to J.O. Carmichael for services or expenses incurred and this contract is null and void and of no further force and effect. It is further agreed that the commission that might be due hereunder can not exceed the cash refund received from the Board of County & District Road Indebtedness.

J.O. Carmichael

Johnson County, Texas

By Roy Anderson, County Judge

Dallas Thompson, Commissioner Prec. # 3.

G.T. Elliott, Commissioner, Prec. # 4.

J.R. Wyatt, Commissioner, Prec. # 1.

H.O. Hadley, Commissioner, Prec. # 2.

Upon the motion of Commissioner Thompson, seconded by Commissioner Elliott, it was ordered by the Court to authorize the County Judge to sign application for base material to poison grasshoppers.

Upon the motion of Commissioner Elliott, seconded by Commissioner Hadley it was ordered by the Court that all properly approved bills be paid.

Upon the motion of Commissioner Wyatt, seconded by Commissioner Elliott, it was ordered by the Court that the purchase of right-of-way deeds be approved.

Upon the motion of Commissioner Thompson seconded by Commissioner Elliott, it was ordered by the Court that the following resolution be passed:

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS

That competitive bids be received at 10.00 a.m., May 23, 1941, for the placing of a two course seal coat on the Cleburne to Rio Vista Road beginning at the railroad in Rio Vista and connecting with the pavement on Cleburne-Rio Vista Road. Specifications to be furnished upon the request of bidders, and the Commissioners' Court shall have the right to reject any and all bids. The bidders shall be required to give good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some surety company authorized to do business in this state in accordance with provision of Article 5160 Revised Statutes of 1925, and amendments thereto.

It is the intention of the Commissioners' Court to issue time warrants for the payment of all of said proposed contracts in the amount not to exceed \$4000.00, bearing interest at the rate of 4 % per annum and maturing not later than five years from date thereof.

Notice of this call for bids and intention to issue time warrants shall be given by publication hereof once a week for two consecutive weeks in the Cleburne Times Review. The first publication to be not less than fourteen days prior to the date set for letting said contract.

Roy Anderson, County Judge.

Attest:

A.T. Griffin, County Clerk.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS

That competitive bids be received at 10:00 a. m., May 23, 1941, for the placing of an asphalt seal coat on the Cleburne to Grandview Road beginning at the City Limits of the City of Cleburne and extending 6.297 miles toward Grandview, 18 feet wide. Specifications to be furnished upon request of bidders and the Commissioners' Court shall have the right to reject any and all bids. The bidders shall be required to give good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some surety company authorized to do business in this state in accordance with provision of Article 5160 Revised Statutes of 1925, and amendments thereto.

It is the intention of the Commissioners' Court to issue time warrants for the payment of all of said proposed contracts in the amount not to exceed \$3000.00, bearing interest from date until paid at the rate of 4% per annum and maturing not later than five years from date thereof.

Notice of this call for bids and intention to issue time warrants shall be given by publication hereof once a week for two consecutive weeks in the Cleburne Times Review. The first publication to be not less than fourteen days prior to the date set for letting said contract.

Roy Anderson, County Judge.

Attest:

A.T. Griffin, County Clerk.

Upon the motion of Commissioner Hadley, seconded by Commissioner Wyatt, it was ordered by the court to adjourn subject to the call of the Judge.

ATTEST: _____ County Clerk _____ County Judge

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