

THE STATE OF TEXAS)(

MAY 26, 1953

COUNTY OF JOHNSON)(

BE IT REMEMBERED that at a regular meeting of the Commissioner's Court of Johnson County Texas, held on the above mentioned date in Cleburne, Texas, the following members were present: Honorable H. G. Littlefair, County Judge; W. M. Coward, Commissioner Precinct # 1; S. W. Evans, Commissioner Precinct # 2; V. L. Maddox, Commissioner Precinct #3; and M. W. Roland, Commissioner Precinct #4; and Louis B. Lee, County Clerk, Among other things they did the following:

A motion was made by Commissioner Evans, seconded by Commissioner Maddox, that Deputy Sheriff Boyd Crook, be granted a 90 day leave of absence, beginning May 1st, 1953, and that H. H. Johnson be appointed Deputy Sheriff to serve during the absence of Boyd Crook, beginning May 1st, 1953 at the salary of \$215.00 per month.

That Mrs. Mildred Holmes be employed as Secretary in the office of the County Agent and Home Demonstration Agent effective May 1st, 1953 at the salary of \$131.00 per month. All voted aye.

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A motion was made by Commissioner Evans, seconded by Commissioner Maddox, that the County Judge be authorized to execute contract and agreement between Johnson County, Texas, and The Texas Power & Light Co, Dated April 23, 1953, and numbered 07-153, for electric service. All voted aye.

AGREEMENT FOR ELECTRIC SERVICE Agreement No. 07-153

Dated April 23, 1953

Johnson County (hereinafter called Customer), and Texas Power & Light Company, a Texas Corporation (hereinafter call company), agree as follow:

1. Company will supply and Customer will take and pay for all electric power and energy required for the operation of Customer's Johnson County Court House, located at Court House, Cleburne, Texas.

The electric service described herein shall be supplied and used in accordance with the terms and conditions of Company's Service Regulations and paid for pursuant to Company's Established Rate Schedule, herein specified, which Rate Schedule shall be subject to change, from time to time, by regulatory authorities having jurisdiction, or by Company, to such rate as may in the future be established for application to the class of service supplied hereunder. Company's Rate Schedule and Service Regulations, both incorporated herein by reference and made a part hereof, are on file with municipal authorities of cities having jurisdiction and/or at Company's offices.

DELIVERY VOLTAGE		VOLTAGE OF METERING	AMOUNT OF POWER	RATE
SINGLE PHASE	THREE PHASE		CONTRACTED FOR	SCHEDULE
115/230	230	115/230	20 KW	LP-20

Point of Delivery: Service terminal on west side of customer's building.

2. It is recognized that the primary obligation of Customer hereunder is to take and pay for electric power and energy for the term and at the rate herein specified, and, in the event of breach or default on the part of Customer in such obligation, Company may, at its option, either enforce specific performance of this Agreement or declare the contract terminated, as provided in Company's Service Regulations, in which latter event, in addition to the amount then due for service hereunder, there shall immediately become due and payable to Company, as liquidated damages and not as a penalty, a further sum equal to the total, for the unexpired term of this Agreement, of the minimum amounts specified in the above Rate Schedule.

3. The obligations of both parties hereto shall commence and company's Rate Schedule hereinabove referred to, with the minimum therein set forth, shall begin to apply on April 7, 1953, or

upon such earlier date as Customer shall have begun to take electric power and energy hereunder, and shall continue, unless terminated as herein provided, until April 7, 1958, and shall be automatically extended for a period of Five years from each expiration date, unless and until either party shall notify the other in writing not less than 30 days prior to such expiration date of its desire to terminate this Agreement. Company shall not be liable for failure to make such service available to Customer on the date above named, unless such failure results from Company's willful neglect.

4. This agreement supersedes all prior agreements between Customer and Company for service mentioned herein and all representatives, promises or other inducements, written or verbal, made with respect to the matters herein contained. It is subject to all laws and governmental regulations and to the provisions of Company's franchise, and is not binding upon Company unless and until signed by one of its officers, or an agent thereunto authorized in writing.

TEXAS POWER & LIGHT COMPANY (Company)

JOHNSON COUNTY (Customer)

By Trent C. Root, Jr.

By H. G. Littlefair,

Manager, Cleburne District.

Title, County Judge

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A motion was made by Commissioner Coward and Seconded by Commissioner Roland, that the County Auditor be authorized to advertise for bids on one 200 AMP Welder, with started and mounted on 2 wheel trailer for Prect. #1.

ALSO 3 Dump trailers, 6 yard water level & 8 yard tail gates, installed with winch and brake control. Mounted on trucks and ready to go, for Precinct #4.

Bids on equipment to be opened at 9:00 A.M. June 8, 1953 the Court reserves the right to reject any and all bids. All voted aye.

ATTEST _____ COUNTY _____ COUNTY JUDGE

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