

A motion was made by Commissioner Walters and seconded by Commissioner Evans that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Walters that the monthly financial report of the Johnson County Memorial Hospital for November, 1957, be approved as submitted.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that Larry Harmon be allowed \$25.00 per month car expense, effective January 1, 1958.

All voted aye

There being no further business the court ajourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

January 2, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that all bills against Johnson County be paid as submitted and properly endorsed.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the appointment of J. T. Epperson, Jr., as County Auditor and Mrs. Lorene Moreland and Assistant County Auditor be hereby ratified, and that the bond of J. T. Epperson, Jr., in the amount of Five thousand and no/100 dollars (\$5,000.00) be approved.

All voted aye

THE STATE OF TEXAS

COUNTY OF JOHNSON

On this the 30th day of December, A.D., 1957, the undersigned, District Judge of the 18th Judicial District of Texas, which district includes Johnson County, hereby appoints J. T. Epperson, Jr., as County Auditor of Johnson County, Texas, for the biennial term beginning January 1, 1958, and ending December 31st, 1959.

It is further ordered that his salary shall be in the amount of \$5322.00 dollars per year, payable in equal monthly installments.

It is further ordered that this action shall be recorded in the Minutes of the District Court of Johnson County, Texas, and the District Clerk of Johnson County, Texas, is hereby directed to Certify the same to the Commissioners' Court of Johnson County, Texas, and said Commissioners' Court shall cause the same to be recorded in its minutes.

John A. James, Jr., Judge, 18th Judicial
District of Texas.

THE STATE OF TEXAS

COUNTY OF JOHNSON

I, Lillian Ashcraft, Clerk of the District Court in and for said County and State, do hereby certify that the above and foregoing is a true and correct copy of an Order appointing the County Auditor of Johnson County, Texas which Order is duly entered in the Minutes of the District Court in Johnson County, Texas.

Given under my hand and the seal of said court, at my office in Cleburne, Texas, on this the 31st day of December, A.D. 1957.

(SEAL)

Lillian Ashcraft, Clerk District Court

Johnson County, Texas,

By Betty Cooke, Deputy

January 1, 1958

THE STATE OF TEXAS |
COUNTY OF JOHNSON |
HONORABLE JOHN A JAMES JR.
DISTRICT JUDGE OF THE
18TH JUDICIAL DISTRICT.

This will certify that on the 1st day, of January, A.D. 1958, with your consent and approval, I have selected Mrs. Lorene Moreland as Assistant County Auditor for Johnson County, Texas, for the next two years. Said appointment to be effective on and after January 1, 1958. The Salary to be \$3,600.00 per year, and to be paid in equal monthly installments.

J. T. Epperson, Jr., Auditor

Johnson County, Texas

The above appointment of Mrs. Lorene Moreland approved this the 1st day of January, A.D. 1958.

John A. James, Jr., District Judge

18th Judicial District of Texas

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that the following Tax Rendition be adopted for tax purposes for the year 1958:

1958

SCHEDULE

GRADE CATTLE

Milk Cows	\$ 35	to	\$ 50
Springers	25	to	40
Yearlings (1 yr. to 2 yrs.)	15	to	25
Calves (under 1 yr.)	10	to	20
Stock Cattle	35	to	50
Steers	40	to	65
Bulls	30	to	50

REGISTERED CATTLE

Milk Cows	\$ 70	to	\$150
Springers	50	to	75
Yearlings (1 yrs. to 2 yrs.)	30	to	50
Calves (under 1 yrs.)	30	to	40
Bulls (Service)	80	to	150
Bulls (imported)	150	to	250
Sheep	\$ 6	to	\$ 10

Hogs

Market Price

Mules (under 8 yrs.)	\$ 20	to	\$ 40
Mules (over 8 yrs.)	20	to	30
Horses (under 8 yrs.)	15	to	30
Horses (over 8 yrs.)	10	to	25
Horses (saddle, gaited or show)	100	to	250

TRACTORS

1955 - 1957
1954
1953

50% of purchase price
45% of purchase price
40% of purchase price

1952

35% of purchase price

1951

30% of purchase price

MERCHANDISE

60% of Inventory

AUTOMOBILES (Beginning with 1952 Models)

50% Average Red Book Value

FIXTURES

50% of Inventory

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward, to approve Independent Public Weigher Bonds of Albert T. Angel for Two thousand five hundred and no/100 dollars (\$2500.00), and N. P. Kendrick and Amon T. Adcock in the amount of One thousand and no/100 dollars (\$1000.00) each, effective January 2, 1958, all in Justice Precinct No. 2.

All voted aye

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

January 13, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that all bills against Johnson County be allowed and ordered paid as submitted and properly endorsed.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that the monthly Financial report of the Johnson County Memorial Hospital for Dec., 1957 be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Coward and Second by Commissioner Evans that the Salary of J. P. Seroyer as of January 1st, 1958 be set in the amount of \$3,060.00 per year in lieu of his present Salary status, which shows his Salary to be \$2,580.00 per year and travel expenses in the amount of \$480.00 per year.

All voted aye

A motion was made by Commissioner Coward and Seconded by Commissioner Evans that the salary of Olga Brockett as of January 1st, 1958 be set in the amount of \$2,733.00 per year in lieu of her present salary status, which shows her salary to be \$2,613.00 per year and travel expense in the amount of \$120.00 per year.

All voted aye

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

FEBRUARY 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward, that due and properly endorsed bills against Johnson County be allowed and ordered paid as presented and examined in open court.

All voted aye

A motion was made By Commissioner Evans and seconded by Commissioner Coward that approval of the public weighers bonds of Angel, Kendrick & Adcock be and are hereby revoked.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that the public weighers bonds of H. N. Cleere in the amount of \$2500.00 payable to the State of Texas be approved.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioners Coward, Evans and Walters that the following named persons be appointed to serve as election Judges in the Precincts as indicated for the years 1958 and 1959, for all County and General Elections.

All voted aye

ELECTION JUDGES

FOR 1958 AND 1959

PRECINCT NO.	PRESIDING JUDGE	ADDRESS
1 Courthouse	Mrs. Imogene Mitchell	202 Adams, Cleburne
2 Courthouse	Mrs. Leslie Ball	Route 3, Cleburne
3 Courthouse	Mrs. H. A. Booth	1204 E. Henderson, Cleburne
4 Courthouse	E. L. Harris	Route 1, Cleburne
5 Rio Vista	W. H. Smith	Rio Vista
6 Brazos Valley	Mrs. L. E. Wilbanks	Route 2, Cleburne
7 Bono	L. C. Jones, Sr.	Route, Godley
8 Lone Willow	Will Roten	Route 2, Cleburne
9 Cresson	Mrs. W. R. York	Cresson
10 Godley	Mrs. L. B. Rowden	Godley
11 Joshua	Claude Steed	Joshua
12 Burleson	C. L. Booth, Sr.	Burleson
13 Egan	Mrs. E. K. Richardson	Egan
14 Lillian	Bryon Angel	Route, Alvarado
15 Lone Star	J. W. Patterson	Mansfield
16 Venus	Haskell Dean	Venus
17 Grandview	Louis Barnes	Grandview
18 Grandview	G. W. Benton	Grandview
19 Barneville	D.A. Harbison	Route, Grandview
20 Alvarado	Pope Johnson	Alvarado
21 Alvarado	Mrs. Lola Bowden	Alvarado
22 Highland	Lee Ince	Route, Cleburne
23 Parker	Mrs. M. Hassell	Route, Grandview
24 Keene	Mrs. J. D. Marshall	Keene

All voted aye

All voted aye

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...00000000...

THE STATE OF TEXAS
COUNTY OF JOHNSON

FEBURARY 10, 1958

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Walters that all properly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the County Auditor be authorized to advertise for bids for 1-4door automobile for the Sheriff's department, equipped with V-8 engine, heater, automatic transmission. With a trade in of 1, 1955 Ford Fordor Sedan. Bids will be opened at 9:00 A.M. March 1st, 1958. The County reserves the right to reject any or all bids.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the monthly financial report for January, 1958 for Johnson County Memorial Hospital be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the County Auditor be authorized to advertise for 1 crawler type tractor, front end loader, 50 or more H.P., 1½ yard bucket for Precinct No. 3. With A.C.H.D. 5 G Crawler type loader trade in. Bids to be opened at 9:00 A.M. March 1st, 1958. The county reserves the right to reject any or all bids.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the quarterly report of the County Treasurer ending Dec. 31, 1957, be approved.

All voted aye

ORDER AUTHORIZING COUNTY JUDGE TO ADVERTISE FOR BIDS FOR CONSTRUCTING PERMANENT IMPROVEMENTS
AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME

WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

THE STATE OF TEXAS !

COUNTY OF JOHNSON !

ON THIS the 10th day of February, 1958, the Commissioners' court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair,	County Judge, Presiding; and
W. M. Coward,	Commissioner, Precinct No. 1;
S. W. Evans,	Commissioner, Precinct No. 2;
Jimmie L. Walters,	Commissioner, Precinct No. 3;
M. W. Roland	Commissioner, Precinct No. 4;

and with the following absent: none, constituting a quorum; and, among other proceedings had by said Court, were the following:

Commissioner W. N. Coward introduced the following order and moved its adoption by the Court:

WHEREAS, the Commissioners' Court of Johnson County, Texas, after due investigation and consideration, has ascertained and determined that it is necessary and advisable to make permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas; and

WHEREAS, it is provided by the Statutes of the State of Texas, including Chapter 163 of the General Laws passed by the Forty-second Legislature, at its Regular Session in 1931, as amended, that no county shall make or enter into any contract or agreement for the construction of any public work requiring or authorizing an expenditure in excess of Two Thousand dollars (\$2,000), creating or imposing an obligation or liability of any nature or character upon such County, without first submitting such proposed contract or agreement to competitive bids; and, further requiring that notice of the time and place and when and where such contract shall be let, shall be published once a week for two consecutive weeks prior to the time set for letting such contract; the date of the first publication to be at least fourteen (14) days prior to the date set for letting such contract; and

WHEREAS, the statute also provides that when it shall be the intention of a Commissioners' Court to issue time warrants for the payment of all or any part of a proposed contract, the notice to bidders shall recite that fact, setting out the maximum amount of the proposed time warrant indebtedness, the rate of interest such time warrants are to bear, and the maximum maturity date thereof; and

WHEREAS, it is the purpose and intent of this court, in event contract be executed for making permanent improvements and repairs to the existing County Courthouse, herein contemplated, to issue and deliver to the proper contractor or contractors as all or a portion of the cost of such improvements and repairs, the time warrants of said county, bearing interest at a rate not to exceed FOUR AND ONE-HALF PER CENTUM (4- $\frac{1}{2}$ %) per annum, payable annually or semi-annually, and not exceeding the principal sum of Sixty thousand dollars (\$60,000), the principal to be payable serially, the maximum maturity date to be not later than the 15th day of December, 1973;

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

SECTION 1: That the County Judge of Johnson County, Texas, be and he is hereby authorized and directed to cause to be published in a newspaper of general circulation in said County, a notice or advertisement for competitive bids for constructing improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas.

SECTION 2: That notice or advertisement, as aforesaid, shall be published once a week for two consecutive weeks prior to the time set for letting such contract, the date of the first publication to be at least fourteen (14) days prior to the date set for letting said contract.

SECTION 3: That proposals or bids for furnishing all labor and materials, and performing all work, in connection with constructing said permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, shall be received at the office of the County Judge, in the Courthouse at Cleburne, Texas, until 10:00 A.M., on the 12th day of March, 1958, and such proposals or bids will then be publicly opened and read before said court:

SECTION 4; That the notice or advertisement in respect of the improvements and repairs as herein contemplated shall be substantially as follows:

NOTICE OF COUNTY'S INTENTION TO RECEIVE BIDS FOR CONSTRUCTING PERMANENT IMPROVEMENTS AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

SEALED PROPOSALS, addressed to the Commissioners' Court of Johnson County, Texas, will be received until 10:00 o'clock A.M., on the 12th day of March, 1958, in the office of the County Judge at the Courthouse in Cleburne, Texas, for furnishing all labor and materials, and performing all work in connection with constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications now on file in the office of the County Auditor, Cleburne, Texas.

ALL BIDDERS must submit cashier's or certified check issued by a bank satisfactory to the Commissioners' court, or a proposal bond given by a reliable surety company authorized to do business in the State of Texas, payable without recourse to the order of H. G. Littlefair, County Judge, in an amount not less than 5% of the amount of the proposal or bid as a guarantee that the bidder will enter into contract and execute performance bond within ten days after notice of awarding of contract to him. Bids without required check or proposal bond will not be considered.

THE SUCCESSFUL BIDDER must furnish a good and sufficient performance bond in an amount of not less than 100% of the contract price, conditioned upon the faithful performance of the contract and upon the payment of all persons performing labor or furnishing materials, executed by a surety company authorized to do business in the State of Texas, in accordance with provisions of Article 5160, Revised Civil Statutes of 1925, as amended.

BIDDERS are expected to inspect the site of the work and to inform themselves regarding all local conditions.

ATTENTION OF BIDDERS is directed to the provisions of House Bill No. 54, Chapter 45, passed by the Forty-third Legislature at its Regular Session in 1933, requiring that not less than the general prevailing rates of per diem wages for work of a similar character in the locality where the work is performed shall be paid all laborers, workmen and mechanics employed in the construction of public works.

INSTRUCTIONS TO BIDDERS, proposal forms, specifications and plans are on file at the office of the County Auditor at the Courthouse in Cleburne, Texas, and may be obtained upon deposit of \$10.00 which deposit will be returned to the contractor on submission of a bona fide bid with such plans and specifications, or upon returning the plans and specifications immediately after examination of same and advising the County Auditor that a bid will not be submitted; otherwise the deposit will be forfeited.

NOTICE IS HEREBY FURTHER GIVEN that it is the intention of the Commissioners' Court of Johnson County to pay a portion or all of the contract price by the issuance and delivery to

the proper contractor or contractors of the interest-bearing time warrants of Johnson County, Texas, the principal and interest of which is to be payable from ad valorem taxes to be levied out of the County's constitutional permanent improvements fund, such warrants to bear interest at a rate of not to exceed Four and one-half per centum ($4\frac{1}{2}\%$) per annum, payable annually or semi-annually and to be issued in the principal sum of not to exceed Sixty thousand dollars (\$60,000) payable serially, the maximum maturity date to be not later than December 15, 1973; and the successful contractor or contractors shall receive such warrants in installments based upon periodic estimates approved by the Commissioners' Court. The County guarantees that the contractor or contractors will receive par value for such warrants, when and as issued and delivered.

THE COUNTY reserves the right to reject any or all bids, and to award the contract to that bidder or bidders, who, in the opinion of the Commissioners' Court offer the proposal to the best interest of the County, and to waive formalities.

H. G. Littlefair, County Judge,
Johnson County, Texas

SECTION 5: As specified in the foregoing notice, it is the purpose and intent of the Commissioners' Court in the event contract or contracts be executed for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, to issue and deliver the interest bearing time warrants of the County, bearing interest at a rate of not exceeding Four and one-half per centum ($4\frac{1}{2}\%$) per annum, payable annually or semi-annually, to be issued in the principal sum of not to exceed Sixty Thousand dollars (\$60,000), payable serially, the maximum maturity date to be not later than December 15, 1973.

SECTION 6: Further orders are reserved by this Court until sealed proposals or bids are received and publicly opened and read.

The above order having been read, the motion of Commissioner W. N. Coward for its passage was duly seconded by Commissioner M. W. Roland. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners Court, and the motion carried by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO". The County Judge declared the motion carried and the order duly passed and adopted, and the County Clerk was instructed to record the same in the Minutes of the Court.

WITNESS THE SIGNATURES of the members of the Commissioners Court of Johnson County, Texas, this the 10th day of February, 1958.

H. G. Littlefair County Judge
Johnson County, Texas

W. M. Coward, Commissioner, Precinct No. 1
S. W. Evans, Commissioner, Precinct No. 2
J. L. Walters, Commissioner, Precinct No. 3
M. W. Roland, Commissioner, Precinct No. 4

February 10, 1958

Honorable H. G. Littlefair, County Judge
and County Commissioners
Johnson County
Cleburne, Texas
Gentleman:

We are advised that your County is desirous of making certain improvements in some of the court rooms of the Court House, and that funds are not now available for the construction of same and that your County contemplates the issuance of time warrants in payment of same, and that the time warrants so contemplated will aggregate the sum of approximately \$60,000.00 principal amount.

Based upon the foregoing general understanding and our desire to purchase the time warrants, we respectfully propose for your consideration and action the following, which if acceptable to you will constitute a contract between us upon execution of the acceptance clause herebelow provided;

1. It is hereby agreed that we will take up and pay face value for the time warrants as they are legally issued by the County in payment of labor and materials for the construction of the building, it being understood that any single item of expenditure in excess of \$2,000.00 be submitted to advertised bids; that said time warrants be issued in suitable amounts, and to be dated approximately March 15, 1958; to bear interest at the rate of $4\frac{1}{2}\%$ per annum, and maturing serially over a period of years not to exceed 15 years from their date.

2. It is further agreed that when the construction has been completed and paid for in time warrants and the time warrants become outstanding, the county will adopt all necessary and appropriate proceedings to authorize the issuance of not to exceed \$60,000.00 Permanent Improvement Refunding bonds to be exchanged par for par for said Time Warrants.

3. It is further agreed that upon the exchange of the Refunding Bonds for Time Warrants, an interest adjustment will be made whereby we shall receive interest on the warrants from their date to the date of exchange on the Refunding Bonds for the Warrants and the County shall receive interest on the Refunding Bonds from their date until delivery to us.

4. It is understood that Dumas, Huguenin & Boothman, Bond Attorneys, Dallas, Texas, will prepare all legal proceedings in connection with the issuance of the Time Warrants and Refunding Bonds, and that the approving opinion of Dumas, Huguenin & Boothman shall be secured on the Time Warrants and Refunding Bonds before they are delivered to and paid for by us.

5. The following expenses incident to accomplishing this proposal will be borne by us; Fees of Attorneys for preparation of transcript and approving opinion, fee of Attorney General, cost of printed Warrants and Bonds, and the costs incident to the registration of the bonds by the Comptroller of Public Accounts.

6. It is further understood and agreed that the Commissioners Court will cooperate in every way toward the early consummation of this transaction and will promptly pass all appropriate proceedings and execute all necessary certificates required by the attorneys.

Respectfully submitted

MCCLUNG & KNICKERBOCKER

Investment Bankers

505 Texas National Bank Building

Houston, Texas

By Harry Ratliff

Authorized Representative

The foregoing proposal having been read and considered at a meeting of the Commissioners court of Johnson County, Texas, on February 10, 1958, a quorum being present, same was duly accepted upon motion made by Commissioner W. M. Coward and seconded by Commissioner M. W. Roland and unanimously passed, and the County Judge and County Clerk were authorized and instructed to evidence acceptance of said proposal for and on behalf of the County.

H. G. Littlefair County Judge

ATTEST: Louis B. Lee, County Clerk

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Rawland, who, after being by me duly sworn, states on oath as follows:

1. That he is the publisher of the Cleburne Times-Review, which is a newspaper of general circulation in Johnson County, Texas, and published in the City of Cleburne, Texas.

2. That the "NOTICE OF COUNTY'S INTENTION TO RECEIVE BIDS FOR CONSTRUCTING PERMANENT IMPROVEMENTS AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF", hereto attached, was published in said newspaper on the following dates:

February 12, 1958; and

February 19, 1958

the date of the first publication being not less than fourteen (14) full days prior to the date set for receiving such proposals.

Wm. Rawland

SWORN TO AND SUBSCRIBED before me, this the 26th day of February, 1958.

Peyton Lawson, Notary Public,

(SEAL)

Johnson County, Texas

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS |

March 1, 1958

COUNTY OF JOHNSON |

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present; H. G. Littlefair County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and Seconded by Commissioner Roland that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as presented and examined in open court.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the resignation of Dan Cook as Constable of Justice Precinct No. 4, effective Feb. 15, 1958, be accepted at his request by letter.

All voted aye

A motion was made by Commissioner Walters and Seconded by Commissioner Roland, that the bid submitted by Browning-Ferris Machinery Co, as follows: 1 - New IHC Model TD-9 (424-2) crawler tractor powered by 4 cycle, 4 cylinder diesel engine; with inbuilt gasoline conversion starting; equipped with one New Drott Model 9K-3 skid shovel with 78" double bottom bucket and bucket teeth; weight approximately 18,338 lbs.

Price, F.O.B., any point Johnson County - - - - - \$15,353.00

Less: One used Allis-Chalmers Model HD-5G

crawler tractor with loader - - - - - 5,628.00

Total net difference F.O.B., any point Johnson County - - - - - \$ 9,725.00

for Precinct No. 3, be accepted.

All voted aye

A motion was made by Commissioner Coward, and seconded by Commissioner Evans, that the bid submitted by Brantley-Wyatt Motor Company as follows: 1-4 door Dodge Special Pursuit Car, Red Ram V-8 engine; Heavy-Duty 11" x 2½" brakes, Heavy-Duty Chassis springs; Heavy-Duty Shock Absorbers, heavy-Duty Transmission Powerflite, Heavy-Duty Rear Axle and Propeller Shaft, Special Sway Bar, Heavy-Duty Battery, 70 Amp. Hr; Heavy-Duty Generator, 30-40 amp. Heavy-Duty Seat Springs, Ft. and Back, Variable-speed; Electric Windshield Wipers, Kickboard in Back of Ft. St., Special All-Vinyl Interior Trim; Map light, Custom Conditionaire Htr and Defroster; Painted to Specification, Directional Signals & antifreeze- - - - - \$2893.50

Less 55-Ford Trade in - - - - - 1044.55
\$1848.95

for the Sheriff Department be accepted.

VOTED AYE

W. M. Coward

S. L. Evans

Jimmie L. Walters

VOTED NO

M. W. Roland

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

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March 10, 1958

COUNTY OF JOHNSON

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BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present; H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and seconded by Commissioner Evans that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Roland and Seconded by Commissioner Walters, that the monthly financial report for February, 1958, of the Johnson County Memorial Hospital be approved as submitted.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans, that Mrs. Lona Lacewell be granted leave of absence, without pay, as Deputy in the Sheriff's office, and that Mrs. Birta Burton be employed as Deputy in the Sheriff office, during her leave of absence, effective March 1st, 1958, Mrs. Burtons to be paid \$200.00 per month.

All voted aye

February 15, 1958

TO WHOM IT MAY CONCERN:

I wish to resign my position as Constable of Prct. # 4 as of this date, February 15, 1958. Since my regular job keeps me out of town, I feel that I can no longer fill my position. I want to thank everyone who I have been associated with during my term of office.

Yours truly,

Dan Cook

✓ A motion was made by Commissioner Roland and Seconded by Commissioner Coward that Glenn Eldon Russell be appointed Constable in Justice Prect. 4 to fill out the unexpired term of Dan Cook, who resigned, effective, April 1st, 1958, upon furnishing required good and sufficient bond.

All voted aye

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

,...oooOooo...

THE STATE OF TEXAS

MARCH 12, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a Special Meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, J. T. Epperson, Jr., County Auditor, and Harry Ratliff.

A motion was made by Commissioner Coward and seconded by Commissioner Roland that all bills against Johnson County, and properly endorsed, be paid as submitted.

All voted aye

Bids on the Courtroom remodeling opened and the following bids were received.

True Interprises	- - - - -	- \$74,935.00
A. H. Stuart	- - - - -	- \$49,143.00
Noel Smith	- - - - -	- \$57,657.00
Cain & Cain	- - - - -	- \$61,165.00

✓ A motion was made by Commissioner Evans and seconded by Commissioner Walters that the bid of A. H. Stuart on the Remodeling of the Courtroom, be accepted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward, that the Auditor be authorized to advertise for bids for 4, 2 ton trucks, short WB, 2 speed axle, 4 8.25 tires on rear and 7.50 tires on front, HD front and rear springs, and equiped with 3 yd water level dump beds, for Commissioner of Prect. 1, with 2, 1952 F6, 6 cyl Fords and 2 1952 F6 8 cyl Fords, equipped with dump bodies.

One 1958 two ton truck with chassis and standard cab, 132½ WB, 6 cyl motor with 261 cubic inch displacement and 148 HP, 2 speed axle, 7.50 x 20.8 ply front tires, 4, 8.25 x 20, 10 ply tires on rear, and heavy duty front and rear springs, for Commissioner Precinct 4, without trade in. Bids to be opened at 9:00 o'clock A.M. April 1st, 1958, in the Comm. Court Room, in Cleburne, Texas. The court reserves the right to reject any or all bids.

- - - - -

ORDER RATIFYING AND CONFIRMING CONTRACT AND AUTHORIZING ISSUANCE OF "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS",

DATED MARCH 15, 1958

THE STATE OF TEXAS

✓ COUNTY OF JOHNSON

ON THIS the 12th day of March, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair,

County Judge, Presiding; and

W. M. Coward,

Commissioner, Precinct No. 1;

S. W. Evans,

Commissioner, Precinct No. 2;

Jimmie L. Walters,

Commissioner, Precinct No. 3;

M. W. Roland,

Commissioner, Precinct No. 4;

and among other proceedings had by said Court were the following:

Commissioner Roland introduced the following order and moved its adoption by the court:

WHEREAS, the Commissioners' Court of Johnson County, Texas, has heretofore determined that it is necessary and advisable to make permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, and has found and determined that it is necessary that interest-bearing warrants of said County shall be issued in payment of all or a portion of the cost of such improvements; and

WHEREAS, Based upon the plans and specifications for such improvements heretofore approved and accepted by the Commissioners' Court, it has been determined by said Court that it is advisable and necessary that the interest-bearing warrants of said County, payable from an ad valorem tax levy to be made out of the Constitutional Permanent Improvement Fund shall be issued in an amount not to exceed \$60,000, bearing interest at a rate not to exceed $4\frac{1}{2}\%$ per annum, payable annually or semi-annually, and maturing serially, with the maximum maturity date to be not later than the 15th day of December, 1973, in payment of all or a portion of the cost of making the aforementioned permanent improvements; and

WHEREAS, in order to comply with the provisions of Article 2368a R. C. S. of Texas, 1925, as amended, the Commissioners' Court entered an order on the 10th day of February, 1958, recorded in Volume 14, page 374 et seq., of the Minutes of said Court, and by such order authorized the County Judge to advertise for bids for providing said permanent improvements, and to give notice of the intention of the Commissioners' Court to pay all or a portion of the cost thereof by the issuance of interest-bearing time warrants of said County, as aforementioned; and

WHEREAS, such notice has now been given and published in the Cleburne Times Review, a newspaper of general circulation in Johnson County, Texas, and published in the City of Cleburne, Texas, on the following dates, to-wit: Feb. 12th, 1958 and Feb. 19th, 1958; the date of first publication being not less than fourteen (14) full days prior to the date set for accepting bids, awarding contract and authorizing the issuance of said warrants; and

WHEREAS, this Court does affirmatively find that such notice was published as aforesaid, as disclosed by the affidavit of the publisher, which has been furnished to the Court, together with clipping from said newspaper containing the printed notice; and

WHEREAS, the Commissioners' Court further finds that no petition has been submitted to it requesting a referendum vote on the question as to the issuance of the bonds of said County in payment for all or part of such improvements, and after due inquiry and investigation it is further found and determined that no petition of any kind or nature has been submitted to this Court or to any officer of this Court in any manner questioning the awarding of said contract or the issuance of the interest bearing time warrants of the County in payment of all or a portion of said contract; and that, therefore, this Court is authorized and empowered to proceed with the acceptance of said bid, the awarding of contract and the authorization of the issuance of said warrants; and

WHEREAS, at the time and place stated in such notice, this court did proceed to open and tabulate such bids and it is affirmatively found and determined that the lowest and best bid in respect of the construction of permanent improvements and repairs to the existing Johnson County Courthouse were submitted by A. H. Stuart, Cleburne, Texas

AND, WHEREAS, it affirmatively appearing to the Court that the bid hereinabove mentioned was in all respects duly and regularly made in strict conformity with such published notice, and in accordance with the provisions of the plans, specifications and contract documents, and that same was accompanied with an appropriate bid bond or cashier's check in an amount of not less than five per cent (5%) of the total amount of the bid submitted; and it further appearing affirmatively to the Court that the requirements of Article 2368a, R. C. S of Texas 1925, as amended, have been duly and strictly complied with in the giving of such notice and acceptance of such bid, and the awarding of this contract will not exceed any constitutional or statutory limitations; and

WHEREAS, in consequence of the foregoing, it is determined and adjudged that such contract should be awarded to the aforesaid contractor and that the construction of improvements and repairs to said County Courthouse should be immediately commenced and continuously prosecuted until the same shall be completed; and

WHEREAS, it is further determined and adjudged that due provision has been made by this Court to finance all or a portion of the cost of such improvements and repairs by the delivery of time warrants of said County to said Contractor in accordance with the provisions of this order, the balance of said contract price to be paid in cash out of money on hand; and

WHEREAS, the County and the aforesaid contractor have entered into agreement whereby the latter will accept delivery of time warrants of said county in payment of a portion of the contract price, and accordingly the County and the aforesaid contractor have entered into the following agreement, to-wit:

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

MEMORANDUM OF AGREEMENT, between the County of Johnson, State of Texas, acting through its Commissioners' Court (hereinafter called "County") and (hereinafter called "Contractor"), WITNESSETH:

WHEREAS, on the 12th day of March, 1958, the parties hereto made and entered into a certain contract in writing wherein and whereby the said Contractor agreed to do at his own proper cost and expense all work and furnish all materials necessary for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with the provisions of Notice to Bidders, and the Plans and Specifications made a part of said Contract; and

WHEREAS, it was and is agreed and understood that the County will finance all or a portion of the cost of such improvements by the issuance and delivery of its legally issued time warrants and

WHEREAS, it is provided in the aforesaid contract that the full compensation to be paid the contractor by the County shall be \$49,143.00; and

WHEREAS, the said County and the said Contractor herein and hereby agree that the said sum of \$49,000.00 shall be paid the said Contractor upon periodic estimates approved by the Commissioners' Court when and as the materials are furnished and labor performed, pursuant to said contract, by issuing and delivering to the said Contractor the time warrants of said County in the principal sum of \$49,000.00;

IT IS, THEREFORE, AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I.

That the said County agrees to pay and the said Contractor agrees to accept payment of said sum of \$49,000.00 by the issuance and delivery of an equal par amount of the duly issued

warrants herein described, which warrants are to be payable to the Contractor.

II.

That said warrants shall be dated March 15, 1958, shall be numbered, be in denominations and mature serially in accordance with the following schedule:

WARRANT NUMBERS	DENOMINATIONS	MATURITY DATES	AMOUNTS
1 to 5	\$1,000	March 15, 1960	\$5,000
6 to 10	\$1,000	March 15, 1961	5,000
11 to 15	1,000	March 15, 1962	5,000
16 to 20	1,000	March 15, 1963	5,000
21 to 25	1,000	March 15, 1964	5,000
26 to 30	1,000	March 15, 1965	5,000
31 to 35	1,000	March 15, 1966	5,000
36 to 40	1,000	March 15, 1967	5,000
41 to 45	1,000	March 15, 1968	5,000
45 to 40	1,000	March 15, 1969	4,000

All of said warrants bear interest at the rate of $4\frac{1}{2}\%$ per annum, payable on March 15, 1959, and semi-annually thereafter, on September 15 and March 15 in each year, both principal and interest being payable, without exchange or collection charges to the owner or holder at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas.

III.

The County hereby agrees to levy and have assessed and collected taxes annually sufficient to pay the interest on said warrants as it accrues, and the principal thereof as the same matures, and that both principal and interest of said warrants will be paid promptly when due.

IV.

That said warrants are to be issued and delivered to the said Contractor in whole or in parcels in payment of itemized estimates or accounts duly submitted to the Commissioners' Court and approved by said Court.

V.

That Notice to Bidders and the Plans and Specifications are hereby adopted by reference, and the same shall be considered a component part of said Contract of March 12, 1958, and also a component part of this Agreement, as if incorporated in such instruments in full detail.

VI.

Nothing herein shall be construed as rescinding or cancelling the aforesaid contract of March 12, 1958, and this Agreement shall be and is cumulative thereof.

Executed at Cleburne, Texas, this the 12th day of March, 1958.

ATTEST:

Louis B. Lee, County Clerk
(Com.Crt. Seal)

COUNTY OF JOHNSON, TEXAS

By H. G. Littlefair, County Judge
A. H. Stuart, Contractor

By--

Its--

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

SECTION 1; That the aforementioned proposal or bid for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with the plans and specifications duly made and provided, is hereby approved and accepted, and contract has been prepared and presented to this Court covering such proposed improvements and repairs, it is hereby expressly ratified, confirmed, and adopted as a binding and valid contract

of said County, said contract being as follows:

THIS AGREEMENT made the 12 day of March in the year Nineteen hundred and fifty eight by and between A. H. Stuart, Cleburne, Texas hereinafter called the Contractor, and County of Johnson, Texas hereinafter called the Owner,

WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK - The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Remodeling District Courtroom and installing elevator in courthouse prepared by R. L. Lindsey, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION - The work to be performed under this Contract shall be commenced March 17, 1958, and shall be substantially completed September 1, 1958.

ARTICLE 3. THE CONTRACT SUM - The owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: \$49,143.00.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS - The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 10 day of each month 15 per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 15 day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 100 per cent of the Contract price \$49,143.00.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due 10 days after substantial completion of the work, provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration

of the Specifications and Drawings:

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

Louis B. Lee, County Clerk

Johnson County, Texas

By H. G. Littlefair, County Judge

A. H. Stuart, Contractor

SECTION 2: That the aforesaid contractor, having presented to the Commissioners' Court Performance Bond in the full amount of the contract price, and said Performance Bond having been fully examined and approved as to legality and form, and the court having determined that same has been executed by a responsible surety company authorized to do business in the State of Texas and satisfactory to this Court, said bond is hereby approved and accepted, being as follows:

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE - MARYLAND

NO. 67130-12-559-58

\$49,143.00

Know all men by these Presents, That we, A. H. Stuart, individual (hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland Corporation (hereinafter called the Surety), are held and firmly bound unto Commissioners Court of Johnson County, Texas (hereinafter called the Obligee), in the full and just sum of Forty-Nine Thousand One hundred Forty-three and no/100 dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with the Obligee to remodel Johnson County Courthouse.

NOW, THEREFORE, The condition of the foregoing obligation is such that if the said Principal shall well and truly indemnify and save harmless the said Obligee from any pecuniary loss resulting from the breach of any of the terms, covenants and conditions of the said contract on the part of the said Principal to be performed, then this obligation shall be void; otherwise to remain in full force and effect in law; PROVIDED, however, that this Bond is issued subject to the following conditions and limitations:

1. The Obligee shall, in every case, obtain the written consent of the surety before making to the Principal the final payment provided for under the contract herein referred to.

2. In the event of any default on the part of the Principal in the performance of any of the terms, covenants or conditions of the said contract, the Obligee shall promptly, and in any event not later than thirty days after knowledge of such default, deliver to the Surety at its office in the City of Baltimore, written notice thereof with a statement of the principal facts showing such default and the date thereof.

3. In case of any default on the part of the Principal the Surety shall have the right, if it so desire, to assume and complete, or procure the completion, of said contract, and in case of such default, the Surety shall be subrogated and entitled to all the rights and properties of the Principal arising out of the said contract and otherwise, including all securities and indemnities theretofore received by the Obligee, and all deferred payments, retained percentages and credits, due to the Principal at the time of such default, or to become due thereafter by the terms and dates of the contract.

4. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or other proceeding thereon that is instituted later than March 14, 1960.

5. In no event shall the Surety be liable for any damage resulting from, or for the construction or repair of any work damaged or destroyed by an Act of God, or public enemies, or mobs, or riots, or civil commotion or by employees leaving the work being done under said contract, on account of so-called "strikes" or labor difficulties.

6. The Surety shall not be liable for damages or injuries to the person of anyone, under or by authority of any statutory provision for damages or compensation to any employee, or otherwise; and

7. The Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered March 14, 1958.

A. H. Stuart (seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY Paul G. Marco, Attorney in Fact (SEAL)

SECTION 3: That it is affirmatively adjudged by this Court that all prerequisites for the making of valid, binding and subsisting contract have been complied with, and that, therefore, the aforesaid contract, memorandum of agreement and performance bond be, and the same are hereby ratified, approved, confirmed and adopted, and that said contract, as supplemented by said memorandum of agreement, be declared the legal obligation of said County, to have effect according to its purpose and tenor.

SECTION 4: That, in accordance with the notice hereinabove referred to, and pursuant to the provisions of the contract and memorandum of agreement hereinabove mentioned, and under and by virtue of the Constitution and Statutes of the State of Texas, the warrants, of Johnson County, Texas, to be known as "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", be and same are hereby issued in the principal sum of FORTY NINE THOUSAND DOLLARS (\$49,000) dated March 15, 1958.

SECTION 5: That said warrants shall be numbered consecutively from One (1) to Forty nine (49), both inclusive, shall be in the denomination of One Thousand Dollars (\$1,000) each, and shall mature, without right of prior redemption, in accordance with the following schedule;

WARRANTY NUMBERS (All Inclusive)	MATURITY DATES	AMOUNTS
1 to 5	March 15, 1960	\$5,000
6 to 10	March 15, 1961	5,000
11 to 15	March 15, 1962	5,000
16 to 20	March 15, 1963	5,000
21 to 25	March 15, 1964	5,000
26 to 30	March 15, 1965	5,000
31 to 35	March 15, 1966	5,000
36 to 40	March 15, 1967	5,000
41 to 45	March 15, 1968	5,000
46 to 49	March 15, 1969	4,000

SECTION 6: That said warrants shall bear interest from date until paid at the rate of FOUR AND ONE-HALF PER CENTUM (4- $\frac{1}{2}$ %) per annum, payable on March 15, 1959, and semi-annually thereafter on September 15, and March 15 in each year.

SECTION 7: That both principal and interest of said warrants shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, upon presentation of the warrants at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas.

SECTION 8: That said warrants shall be signed by the County Judge, attested and countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners' Court of said County shall be impressed thereon, and in registering said warrants, the County Treasurer shall write on the face of same, the date of registration and shall sign his name officially thereto.

SECTION 9: That the form of said warrants shall be substantially as follows:

NO. - - - -

\$1,000

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANT

COUNTY OF JOHNSON, a political subdivision and body corporate of the State of Texas, FOR VALUE RECEIVED, acknowledges itself indebted to and hereby obligates itself to pay to - - - Contractor, or bearer, on the FIFTEENTH DAY OF MARCH, 19__, without right of prior redemption, the principal sum of ONE THOUSAND DOLLARS (\$1,000), in lawful money of the United States of America, together with interest thereon from date hereof until paid at the rate of FOUR AND ONE-HALF PER CENTUM (4- $\frac{1}{2}$ %) per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year, both principal and interest being payable at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas, without exchange or collection charges to the owner or holder; and the Treasurer of said County is hereby authorized, ordered and directed to pay to ---, Contractor, or bearer, the said principal sum, together with the interest thereon, payable at the paying agency named above, out of and from money belonging to the "SPECIAL COURTHOUSE IMPROVEMENT WARRANT FUND" of said County, levied, assessed and created for the purpose of paying the principal of and interest on the indebtedness hereby evidenced.

THIS WARRANT is one of a series, the authorized principal sum of which is Forty Nine THOUSAND DOLLARS (\$49,000) originally issued by Johnson County, Texas, for the purpose of constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with contract made and executed under and by virtue of the Constitution and laws of the State of Texas, and pursuant to orders duly passed and adopted by the Commissioners' Court of said county and of record in the Minutes of said Court.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this warrant and of the series of which it is a part, to render the same legal and valid, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law, that due and proper provisions have been made for the levy of a direct and continuing ad valorem tax against all taxable property within said County out of the constitutional permanent improvement fund tax of said County, sufficient in amount to provide a sinking fund for the redemption of said warrants at maturity and for the payment of all interest thereon as the same accrues; that the County has received full value and consideration for said warrant, there being no warranties concerning the performance of the contract for which this warrant was issued, which have not been fulfilled in all particulars by the Contractor, and that the total indebtedness of said County, including this warrant and the series of which it is a part, does not exceed any constitutional or statutory limitation.

IN TESTIMONY WHEREOF, the Commissioners' Court of Johnson County, Texas, has caused the seal of said Court to be affixed hereto, and this warrant to be signed by the County Judge, attested and countersigned by the County Clerk and registered by the County Treasurer of said County; the date of this warrant, in conformity with the order above referred to, being the

FIFTEENTH DAY OF MARCH, 1958.

ATTESTED AND COUNTERSIGNED:

County Judge, Johnson County, Texas

County Clerk, Johnson County, Texas

REGISTERED: This the -- day of --, 19--.

County Treasurer, Johnson County, Texas

SECTION 10: That the following certificate shall be printed on the back of each of said warrants:

ASSIGNMENT

THIS IS TO CERTIFY that -- Contractor, has received the within warrant from Johnson County, Texas, in payment of the amount due by said County to said Contractor by virtue of the valid and subsisting contract entered into by and between said Contractor and said County on the 12th day of March, 1958, and FOR VALUE RECEIVED, the said Contractor hereby transfers, sells, assigns and delivers to bearer, without recourse, all its rights, title and interest therein, and the said bearer is hereby subrogated to all claims, liens, rights and title whether at law or in equity which are or may be secured to the said Contractor in the aforesaid contract, and the bearer hereof is authorized to collect the same and give full receipt and acquittance therefor.

Contractor

By - - -

Its- - -

SECTION 11: That said warrants herein provided for shall be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of this Court, on estimates as the work progresses, which estimates shall be duly audited, approved and allowed by the Commissioners' Court prior to the delivery of said warrants in payment thereof.

The County Judge, County Clerk, and County Treasurer shall take and have charge of said warrants pending the issuance and delivery thereof to said Contractors, as and when estimates have been submitted, approved and allowed by the Commissioners' Court, and the future orders of this Court, approving and allowing said estimates, shall designate the numbers and amount of the warrants which are to be delivered from time to time to said Contractors, in payment of such estimates; PROVIDED, HOWEVER, that any odd amount of estimates submitted, approved and allowed which cannot be fully paid by the issuance and delivery of warrants in the denomination provided, shall be carried forward into the succeeding estimate or estimates, and any odd amount due said Contractors upon submission and approval of final estimates shall be paid in cash out of funds on hand legally available for the purpose and unappropriated to any other purpose.

SECTION 12: IT IS FURTHER ORDERED that a Special Fund, to be designated "SPECIAL COURTHOUSE IMPROVEMENTS WARRANT FUND" shall be set aside out of the Constitutional Permanent Improvement Fund of Johnson County, Texas, which fund shall be used for the payment of the principal of and interest on said warrants at maturity. To create said fund and while said warrants or any of them are outstanding and unpaid, there shall be annually levied, assessed and collected in due time, form and manner, a tax upon all of the taxable property in said County, sufficient to pay the current interest thereon and create a sinking fund sufficient to pay each installment of principal as the same becomes due, or a sinking fund of 2% whichever is greater; and to pay the interest on said warrants for the first year, and to create

a sinking fund with which to pay the principal as the same becomes due, or a sinking fund of 2% whichever is greater, there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in the County for the current year, and the same shall be assessed and collected and applied to the purpose named; and while said warrants or any of them are outstanding and unpaid, a tax each year at a rate from year to year, as will be ample and sufficient to provide funds to pay the current interest on said warrants, and to provide the necessary sinking fund, full allowance being made for delinquencies and costs of collections, shall be, and is hereby levied for each year, respectively, while said warrants or any of them are outstanding and unpaid, and said tax shall each year be assessed and collected and applied to the payment of the principal of and interest on said warrants. The Commissioners' Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient for such warrants, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The above order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Walters that the same be passed and adopted. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court and the motion carried by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO". The County Judge declared the motion carried and the order duly passed and adopted.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, this the 12th day of March, 1958.

H. G. Littlefair,
County Judge, Johnson County, Texas

W. M. Coward,
Commissioner, Precinct Number 1

S. W. Evans,
Commissioner, Precinct Number 2

J. L. Walters
Commissioner, Precinct Number 3

M. W. Roland,
Commissioner, Precinct Number 4

STATEMENT OF TAXABLE VALUES

THE STATE OF TEXAS !
COUNTY OF JOHNSON !

I, the undersigned, Assessor and Collector of Taxes of Johnson County, Texas, DO HEREBY CERTIFY that the assessed valuation of property for the purposes of taxation in said County, as shown by the tax rolls of said County for the year 1957, which have been duly approved, and which is the latest official assessment of said County, is as follows:

REAL PROPERTY - - - - - \$15,370,190.
PERSONAL PROPERTY - - - - - \$ 9,035.770
TOTAL - - - - - \$24,406.960

WITNESS MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this the 12th day of March, 1958.

Dennis McWilliams, Assessor and Collector
of Taxes
Johnson County, Texas

(SEAL)

THE STATE OF TEXAS

April 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Evans and seconded by Commissioner Walters that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans that the resignation of Bob Ferguson as Deputy Sheriff effective April 1st, 1958 be accepted, and that Sam B. Hazlett be appointed Deputy Sheriff effective April 1st, 1958, Salary to be same as paid Bob Ferguson, resigned.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Walters that T. F. Yater, M. D. be appointed County Health officer for one year, effective April 13, 1958 to April 13, 1959.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Walters, that the following bid submitted by Wilkerson for Precinct No. 4: One or more, 1958 Chevrolet two ton trucks with chassis and standard cab, 132 $\frac{1}{2}$ " wheel base, six cylinder motor with 261 cu inch displacement and 150 horse power, two speed rear axle, two 7.50 X 20 - 8 ply front tires, four 8.25 x 20- 10 ply rear tires, seven 20" x 6.5" Wheels, heavy duty front spring and heavy duty rear spring, for the net consideration of \$2484.00. be accepted.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Walters, that the following bid submitted by Steakley Bros. Chevrolet Co., Corp., for Precinct # 2;

List price for one unit - - - - -	\$ 3,970.25
List for four - - - - -	\$15,881.00
Trade in-1 unit 300.00	
Trade in - 4 units - - - - -	1,200.00
Dealer discount - 1 unit 799.65	
Dealer discount - 4 units - - - - -	<u>3,198.60</u>
Net bid - 1 unit 2,870.60	
Net bid - 4 units - - - - -	\$11,482.40

be accepted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the Home Demonstration agent be granted office help for the month of April, 1958 in the amount of \$150.00.

All voted aye

There being no further business the court adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

APRIL 14, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were presents; H. G. Littlefair County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Evans and Seconded by Commissioner Walters that the financial report of the Johnson County Memorial Hospital for the month of March 1958, be approved as presented.

All Voted aye

The Commissioners Court tabulated the results of School Trustee Election and declared the result as follows:

RETURNS, SCHOOL TRUSTEE ELECTION

HELD SATURDAY, APRIL 5, 1958

FRIENDSHIP COMMON SCHOOL DISTRICT #34

TRUSTEE: A. E. Gatton	22
*W. K. Fullerton	42

LIBERTY CHAPEL COMMON SCHOOL DISTRICT #33

TRUSTEE: *E. E. Worlow	21
Ruben Hurd	3
M. O. Williams	2

COUNTY BOARD, PRECINCT #3; Charles Head

26

CRESSON COMMON SCHOOL DISTRICT #28

TURSTEE: *George Bankhead	6
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COUNTY BOARD, PRECINCT #2: J. A. Riggs

6

PARKER INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (3 to be elected)	
*Mark Kennard	5
*M. O. Ratliff	5
*Henry Stout	5

LILLIAN INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (2 to be elected)	
Edward Hughes	0
*H. G. Renfro	12
*Carrell Shaw	11
Earl Uselton	5

COUNTY BOARD, PRECINCT #3: Charles Head

2

KEENE INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (2 to be elected)	
S. M. Bayliss	4
*J. T. Borton	6
*J. N. Janes	8

COUNTY BOARD, PRECINCT #3; Charles Head

9

GODLEY INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (3 to be elected)

* Vernon Carrell	47
* H. F. Bradshaw	48
Jim Hill	46
Robert Smelley	44
Bob West	39
* Jim Myres	47
Robert Carrell	1
A. D. Smith	1

JOSHUA INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (2 to be elected)

Cordell C. Bradford	29
John F. Clements	57
W. T. Goodrum	25
Marvin Henderson	26
Bill B. Malone	22
* Earl Newsome	59
* D. M. Terry	74

COUNTY BOARD, PRECINCT # 2: J. A. Riggs

54

Charles Head

28

GRANDVIEW INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (3 to be elected)

Ernest Bennett	19
Jack Johnston	19
George Van Zandt	19

RIO VISTA INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (2 to be elected)

* Troy Burnett	51
* Cecil Carper	53
G. V. Kerr	10
Charles Lucus	14
M. C. Sears	3
Mrs. T. E. Peyton, Jr.	3
Chalmer Reed	2

VENUS INDEPENDENT SCHOOL DISTRICT

TRUSTEE: (2 to be elected)

J. D. Biggs	10
Charles Carlisle	4
Sammy Fowler	19
Franklin Hightower	14
* Clifford Holder	22
Dal Hudson	10
Ray Shaw, Jr.	3
Vern Morris	10
* Haskell Dean	20

TOTAL VOTES FOR COUNTY BOARD, PRECINCT #2; J. A. Riggs 60

TOTAL VOTES FOR COUNTY BOARD, PRECINCT #3; Charles Head 65

RETURNS OF SCHOOL TRUSTEE ELECTION

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

In compliance with the law regulating the election of School Trustees, we make this return of an election held by us at Liberty Chapel in School District No. 33, in Johnson County, Texas, on Saturday the 5 day of April, A.D. 1958, for the purpose of electing 1 School Trustee for said School District to serve for the ensuing term. At said election the following candidates received the number of votes set opposite their respective names, as follows:

E. E. Worlow	Received 21 Votes
Ruben Hurd	Received 3 Votes
M. O. Williams	Received 2 Votes
Charles Head (at Large)	Received 26 Votes

Total Number of Votes Cast 26

We, the undersigned Managers of the Election held in said School District, in said County, at the time and place above named, hereby certify that the foregoing is a correct return of the votes cast at said election for school Trustees for said School District.

Witness our hands, this 5 day of April, 1958.

W. D. Sherrill

J. M. Graham

Stella Markus

Judges of Election

- - - - -

RETURNS OF SCHOOL TRUSTEE ELECTION

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

In compliance with the law regulating the election of School Trustee, we make this return of an election held by us at Friendship School in School District No. 34, in Johnson County, Texas, on Saturday the 5 day of April, A.D. 1958, for the purpose of electing one School Trustee for said School District to serve for the ensuing term. At said election the following candidates received the number of votes set opposite their respective names as follows:

A. E. Gatton	Received 22 votes
W. K. Fullerton	Received 42 votes

Total Number of Votes Cast 64

We, the undersigned Managers of the Election held in said School District, in said County, at the time and place above named, hereby certify that the foregoing is a correct return of the votes cast at said election for school Trustees for said School District.

Witness our hands this 5 day of April, 1958.

J. G. Street

L. L. Tarpley

Judges of Election

- - - - -

RETURNS OF SCHOOL TRUSTEE ELECTION

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

In compliance with the law regulating the election of School Trustees, we make this return of an election held by us at Cresson in Common School District No. 28, In Johnson County, Texas, on Saturday the 5 day of April, A. D. 1958, for the purpose of electing one School Trustee for said School District to serve for the ensuing term. At said election the following candidates received the number of votes set opposite their respective names as

follows:

George B. Bankhead
J. A. Riggs

Received 6 votes
Received 6 votes
Total Number of Votes Cast 6

We, the undersigned Managers of the Election held in said School District, in said County, at the time and place above named, hereby certify that the foregoing is a correct return of the votes cast at said election for School Trustees for said School District.

Witness our hands this 5 day of April, 1958.

Mrs. G. T. Gibson
G. T. Gibson
Judges of Election

- - - - -

THE STATE OF TEXAS ()

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS, AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5th day of April, 1958, at Lillian, Texas, in Lillian Independent School District No. -- in said County and State for the purpose of electing 2 School Trustees for said Lillian Independent School District to serve for the ensuing -- year, do hereby certify that at said election there were cast 14 votes, of which

Mr. Edward Hughes	Received 0 votes
Mr. H. G. Renfro	Received 12 votes
Mr. Carrell Shaw	Received 11 votes
Mr. Earl Uselton	Received 5 votes

We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5th day of April, 1958.

T. B. Pollard, Presiding Officer,

- - - - -

RETURNS FOR COUNTY SCHOOL TRUSTEES

TO THE COUNTY COURT OF JOHNSON COUNTY, TEXAS:

In compliance with the law regulating the election of County School Trustees, we make the following return of an election held at Lillian, Texas in Lillian School District No. -- in Johnson County, Texas, on the -- day of April, A.D. 19--, for the purpose of electing one County School Trustee in and for Commissioner's Precinct No. -- of said County, and one County School Trustee for the County at large, to serve for the ensuing term. Said election was held during legal hours prescribed by law. At said election the following candidates received the number of votes set opposite their respective names, as follows:

For Commissioner's Precinct No. 3

Mr. Charles Head	Received 2 votes
Total number of votes cast 2 Votes	

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

We, the undersigned managers of the election held at Lillian, Texas in Lillian School District No. --, in said County, at the time and place above named, hereby certify that the foregoing is a correct return of the votes cast at said election for County School Trustees.

Witness our hands, this 5th day of April, A.D. 1958.

T. B. Pollard
Beulah Pollard

Managers of Election

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5th day of April, 1958, at Parker, in Parker Independent School District No. -- in said County and State for the purpose of electing 3 School Trustees for said Parker Independent School District, to serve for the ensuing 3 year we, do hereby certify that at said election there were cast 5 votes, of which

Mr. Mark Kennard	Received 5 votes.
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Mr. M. O. Ratliff	Received 5 votes.
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Mr. Henry Stout	Received 5 votes
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We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5th day of April, 1958.

Mrs. E. H. Miller, Presiding Officer,

Mrs. P. B. Ellis

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5 day of April, 1958 at Keene in Johnson Independent School District No. 24 in said County and State for the purpose of electing 2 School Trustees for said Keene Independent School District, to serve for the ensuing year I, do hereby certify that at said election there were cast -- votes of which

Mr. S. M. Bayliss	Received 4 votes
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Mr. J. T. Borton	Received 6 votes
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Mr. J. N. Janes	Received 8 votes.
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Mr. Charles Head	Received 9 votes.
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We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5th day of April, 1958.

Mrs. J. D. Marshall, Presiding Officer

Mrs. J. W. Pierson

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5th day of April, 1958, at City Hall, in Godley, Independent School District No. 10 in said County and State for the purpose of electing 3 School Trustees for said Godley Independent School District, to serve for the ensuing 3 years, do hereby certify that at said election there were cast 273 votes, of which

Mr. Vernon Carrell	Received 47 votes.
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Mr. H. F. Bradshaw	Received 48 votes.
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Mr. Jim Hall	Received 46 Votes.
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Mr. Robert Smelley	Received 44 Votes.
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Mr. Bob West	Received 39 Votes.
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Mr. Jim Myres	Received 47 Votes
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Mr. Robert Carrell

Received 1 Votes.

A. D. Smith

" 1 vote.

We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5th day of April, 1958.

J. E. Mullins, Presiding Officer,

Mabel B. Mullins

Mrs. L. B. Rawdon

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5 day of April, 1958, at Joshua, in Joshua Independent School District No. 11 in said County and State for the purpose of electing 2 School Trustees for said Joshua Independent School District, to serve for the ensuing -- year --, do hereby certify that at said election there were cast 146 votes, of which

Mr. Cordell Bradford,

Received 29 votes.

Mr. John F. Clements

Received 57 votes.

Mr. W. T. Goodrum

Received 25 votes.

Mr. Marvin Henderson

Received 26 votes.

Mr. Bill B. Malone

Received 22 votes.

Mr. Earl Newsome

Received 59 votes.

Mr. D. M. Terry

Received 74 votes.

Mr. J. A. Riggs

* - - 54 - -

Mr. Chas. Head

- - - 28 - -

We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5 day of April, 1958.

C. S. Steed, Presiding Officer

Mrs. Jennie N. Mosley

Mrs. D. M. Murray

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THE STATE OF TEXAS |

COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5th day of April, 1958, at Grandview, in G.V. Independent School District No. G.V. in said County and State for the purpose of electing 3 School Trustees for said G.V. Independent School District, to serve for the ensuing 1958 year 59, do hereby certify that at said election there were cast -- votes, of which.

Mr. Jack Johnston

Received 19 votes

Mr. Ernest Bennett

Received 19 votes

Mr. George Vanzandt

Received 19 votes

We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5th day of April, 1958.

G. W. Benton, Presiding Officer,

Mrs. J. E. Dean

J. W. Patterson

- - - - -

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

TO THE COUNTY JUDGE OF JOHNSON COUNTY, TEXAS AND COMMISSIONERS' COURT OF SAID COUNTY:

We, the undersigned officers holding an election on the 5th day of April, 1958, at Venus in Venus Independent School District No. I S D in said County and State for the purpose of electing (2) two School Trustees for said Venus Independent School District to serve for the ensuing 3 years, do hereby certify that at said election there were cast -- votes of which

Haskell Dean	Received 20 votes.
Mr. J. D. Biggs	Received 10 votes.
Mr. Charles Carlisle	Received 4 votes.
Mr. Sammy Fowler	Received 19 votes.
Mr. Franklin Hightower	Received 14 votes.
Mr. Clifford Holder	Received 22 votes.
Mr. Dal Hudson	Received 10 votes.
Mr. Ray Shaw, Jr.	Received 3 votes.
Vern Morris	Received 10 votes

We herewith enclose poll list and tally sheet of said election.

Witness our hands this the 5 day of April, 1958.

H. W. Ferguson, Presiding Officer,

Etta V. Martin

Mrs. Ray White

- - - - -

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

On this the 14 day of April, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session with the following members presents, to-wit:

H. G. Littlefair

County Judge

W. M. Coward, Commissioner Precinct No. 1 S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner precinct No M. W. Roland, Commissioner, Precinct No. 4

3

LOUIS B. LEE

County Clerk

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

There came on to be considered the returns of an election held on the 5 day of April, 1958, in the Parker Independent School District for the purpose of electing 3 trustee, to the Board of Trustees of said School District, and it appearing that said returns were duly and legally made and that there were case at said election 15 valid and legal votes, and that each of the candidates in said election received the following votes:

NAME OF CANDIDATE	TOTAL NUMBER OF VOTES CAST
Mark Kennard	5
M. O. Ratliff	5
Henry Stout	5

It is, therefore, found, declared and so ordered that Mark Kennard, M. O. Ratliff, and Henry Stout, received the highest number of votes at said election, and are hereby declared duly elected members of the Board of Trustees of said School District, subject to the taking

of their oaths and qualifying as provided by the laws of the State of Texas. A copy of this order shall be duly forwarded by the Clerk of this court to the above named School District.

The above order being read, it was moved and seconded that the same do pass. Thereupon the question being called for the following members of the court voted AYE: W. M. Coward, S. W. Evans, Jimmie L. Walters, M. W. Roland, and the following voted No:

PASSED, APPROVED AND ADOPTED this the 14 day of April, 1958.

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

On this the 14 day of April, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session with the following members present, to-wit:

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

Louis B. Lee, County Clerk

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

There came on to be considered the returns of an election held on the 5 day of April, 1958 in the Joshua Independent School District for the purpose of electing 2 Trustees to the Board of Trustees of said School District, and it appearing that said returns were duly and legally made and that there were cast at said election 292 valid and legal votes, and that each of the candidates in said election received the following votes:

NAME OF CANDIDATE	TOTAL NUMBER OF VOTES CAST
Cordell C. Bradford	29
John F. Clements	57
W. T. Goodrum	25
Marvin Henderson	26
Bill B. Malone	22
Earl Newsome	59
D. M. Terry	74

It is, therefore, found, declared and so ordered that Earl Newsome and D. M. Terry received the highest number of votes at said election, and are hereby declared duly elected members of the Board of Trustees of said School District, subject to the taking of their oaths and qualifying as provided by the laws of the State of Texas. A copy of this order shall be duly forwarded by the Clerk of this court to the above named School District.

The above order being read, it was moved and seconded that the same do pass. Thereupon the question being called for the following members of the court votes Aye: W. M. Coward, S. W. Evans, Jimmie L. Walters, M. W. Roland, and the following voted NO:

PASSED, APPROVED AND ADOPTED this the 14 day of April, 1958.

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

- - - - -

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

On this the 14 day of April, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session with the following members present, to-wit:

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

Louis B. Lee, County Clerk

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

There came on to be considered the returns of an election held on the 5 day of April, 1958, in the Lillian Independent School District for the purpose of electing 2 trustees to the Board of Trustees of said School District, and it appearing that said returns were duly and legally made and that there were cast at said election 28 valid and legal votes, and that each of the candidates in said election received the following votes:

NAME OF CANDIDATE	TOTAL NUMBER OF VOTES CAST
Edward Hughes	0
H. G. Renfro	12
Carrell Shaw	11
Earl Uselton	5

It is, therefore, found, declared and so ordered that H. G. Renfro and Carrell Shaw received the highest number of votes at said election, and are hereby declared duly elected members of the Board of Trustees of said School District, subject to the taking of their oaths and qualifying as provided by the laws of the State of Texas. A copy of this order shall be duly forwarded by the Clerk of this court to the above named School District.

The above order being read, it was moved and seconded that the same do pass. Thereupon the question being called for the following members of the Court voted AYE: W. M. Coward, S. W. Evans, Jimmie L. Walters, M. W. Roland, and the following voted NO:

PASSED, APPROVED AND ADOPTED this the 14 day of April, 1958.

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

Jimmie L. Walters, Commissioner Precinct No. 3

M. W. Roland, Commissioner Precinct No. 4

There being no further business the court adjourned.

Louis B. Lee
County Clerk

County Judge

...oooOooo...

THE STATE OF TEXAS |

MAY 1, 1958

COUNTY OF JOHNSON |

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were presents; H. G. Littlefair County Judge; W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner, Precinct No. 2, M. W. Roland, Commissioner, Precinct No. 4; and Louis B. Lee, County Clerk.

A motion was made by Commissioner Roland and seconded by Commissioner Evans that all due and properly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the

✓ resignation of Miss Lucille Crook, Secretary in the County Attorney's office be accepted and effective April 14, 1958, and that Mrs. Frances M. Finklea be appointed Secretary in the County Attorney's office effective April 14, 1958. No change in Salary.

All voted aye

ORDER DECLARING RESULTS OF ELECTION
TO ABOLISH BURLESON INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

On this the 1st day of May, 1958, the COMMISSIONERS' COURT OF JOHNSON COUNTY, STATE OF TEXAS, convened in called session at its regular meeting place in the County Courthouse, Cleburne, Texas, with the following members present, to-wit:

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

M. W. Roland, Commissioner Precinct No. 4

✓ constituting a quorum, and among other proceedings had by said Commissioners' Court were the following:

There came to be considered the returns of an election held on the 26th day of April, 1958, in the Burleson Independent School District of said County, for the purpose of determining whether said district shall be abolished as provided in the order calling said election and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 1032 valid and legal votes, of which number there were cast:

"FOR ABOLISHING BURLESON INDEPENDENT SCHOOL DISTRICT" . . 419 Votes.

"AGAINST ABOLISHING BURLESON INDEPENDENT SCHOOL DISTRICT" . . 613 Votes.

IT IS THEREFORE FOUND, DECLARED AND SO ORDERED, by the Commissioners' Court of Johnson County, Texas, that a majority of the qualified voters of said district, voting at said election, voted against the proposition to abolish said school district for school purposes as provided in the order calling said election and that therefore, this Court does hereby declare said proposition to have been defeated.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the following members of the court voted: AYE: W. M. Coward, S. W. Evans, and M. W. Roland.

PASSED, APPROVED AND ADOPTED, this the 1st day of May, 1958.

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1

S. W. Evans, Commissioner Precinct No. 2

M. W. Roland, Commissioner Precinct No. 4

There being no further business the court adjourned.

Louis B. Lee
County Clerk

County Judge

...oooOooo...

THE STATE OF TEXAS

MAY 12, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were presents; H. G. Littlefair County Judge, W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner, Precinct No. 2, Jimmie L. Walters, Commissioner, Precinct No. 3; M. W. Roland, Commissioner, Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Walters that all proper bills against Johnson County and duly endorsed be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the resignation of Janice Earley as Secretary to Jim Ferguson effective May 1, 1958, be accepted and that Joyce Pickett be appointed Secretary to Jim Ferguson, effective May 1, 1958, at a monthly salary of \$75.00

All voted aye

A petition signed by 8 residents of Cresson to close a certain street in Cresson was presented to the court for consideration.

A motion was made by Commissioner Walters and seconded by Commissioner Evans that the financial report of the Johnson County Memorial Hospital for the month of April 1958 be approved as presented.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the auditor be authorized to advertise for bids for 1- New Diesel crawler type Loader with 1½ Cu Yd. Double bottom bucket. 4-cycle diesel, value in head with in-built gasoline conversion starting - Hydro-Spring- Bucket teeth and Hyd Track adjusters.

Trade in - 1 used HD - 5 G A. C. Loader

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Walters that the Commissioner Court meet May 26, 27, and 28 as a Board of Equalization, to review the County Tax renditions, and June 16 and 17 to meet with Tax payers who may desire to discuss their taxes.

All voted aye

ORDER AUTHORIZING EXECUTION AND DELIVERY OF FIRST INSTALLMENT OF "JOHNSON COUNTY, TEXAS, COURT-HOUSE IMPROVEMENT WARRANTS", DATED MARCH 15, 1958

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS the 12th day of May, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair,

County Judge, Presiding; and

W. M. Coward,

Commissioner, Precinct No. 1;

S. W. Evans,

Commissioner, Precinct No. 2;

Jimmie L. Walters,

Commissioner, Precinct No. 3;

M. W. Roland,

Commissioner, Precinct No. 4;

and among other proceedings had by said Court were the following:

Commissioner Roland introduced an order and moved its adoption by the Court. The motion was seconded by Commissioner Coward and prevailed by the following vote: Commissioners Coward,

Evans, Walters and Roland voting "AYE"; and none voting "NO".

The ORDER is as follows:

WHEREAS, by order of this Court passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381, et seq., of the Minutes of said Court "Johnson County, Texas, Courthouse Improvement Warrants", dated March 15, 1958, were duly authorized, said warrants being numbered consecutively from 1 to 49, both inclusive, all in denomination of \$1,000, aggregating the principal sum of \$49,000, all of said warrants bearing interest at the rate of 4½% per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year, the principal thereof maturing on March 15th, in each of the years as follows: \$5,000 1960 to 1968, both inclusive, and \$4,000 1969, both principal and interest being payable at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas; and

WHEREAS, under the terms of the aforesaid order of March 12, 1958, all of said warrants were to be made payable to A. H. STUART, Cleburne, Texas, or bearer, and were issued to evidence the indebtedness due said contractor for furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefor, under contract dated March 12, 1958, between said contractor and Johnson County, Texas, said order of March 12, 1958, being hereby adopted by this reference and incorporated herein and made a part hereof for all purposes; and

WHEREAS, in accordance with the contract and order of this Court hereinabove mentioned, such work was promptly commenced after the execution of the contract and the same has been continuously prosecuted; and

WHEREAS, there has been presented to this Court by said A. H. Stuart, Contractor, Estimate No. 1 pertaining to the aforesaid contract of March 12, 1958, covering certain labor and materials heretofore furnished Johnson County under such contract, said estimate aggregating the sum of \$24,000, and such estimate being in words and figures as follows, to-wit:

A. H. STUART

P. O. Box 61

Cleburne, Texas

506 Williams Avenue

May 1, 1958

Estimate No. 1

TO: Johnson County Commissioners Court

Johnson County Court House

Cleburne, Texas

A. H. Stuart, Contractor

This estimate as per contract and agreement amounting to
 TWENTY-FOUR THOUSAND DOLLARS (\$24,000).

Amount of Contract	\$49,143.00
Amount Previously Paid	<u>None</u>
Balance	\$49,143.00
Amount due this certificate	<u>24,000.00</u>
Balance due	\$25,143.00

APPROVED:

R. L. Lindsey, Engineer

A. H. Stuart, Contractor

APPROVED:

H. G. Littlefair, County Judge,
 Johnson County, Texas

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

SECTION 1: That the foregoing Estimate No. 1 of A. H. Stuart, Contractor, pertaining to the aforementioned contract dated March 12, 1958, between the County of Johnson and said Contractor, is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that the aforesaid estimate is proper and constitutes evidence of benefits duly received by Johnson County in the full amount of said estimate, and that the same, to the amount of \$24,000 shall be paid and discharged by the County by the issuance, execution and delivery of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, represented by Warrants Numbers 1 to 24, both inclusive, in denomination of \$1,000 each, aggregating the principal sum of \$24,000, maturing on March 15th in each of the years as follows: \$5,000 1960 to 1963, both inclusive, and \$4,000 1964.

SECTION 2: That the warrants hereinabove authorized to be executed and delivered are hereby found to be valid, subsisting obligations of Johnson County, Texas, and it is hereby specifically and affirmatively ADJUDGED AND DECREED that Johnson County, Texas, has received full value and consideration therefor, and that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form and manner as required by law. It is further affirmatively found that all services rendered under the contract hereinabove mentioned, and in payment of which said warrants are issued, have been examined and investigated by the Commissioners' Court of Johnson County, Texas, and have been found to be in all respects as provided for in the contract documents entered into by Johnson County, Texas, and A. H. STUART, Contractor. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorney who may pass upon the validity and legality of said warrants, and the same shall be binding upon Johnson County, Texas, the Commissioners' Court of said County, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 3; IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County Judge, County Clerk and County Treasurer of Johnson County, Texas, shall carry out the provisions of this order by causing to be executed, sealed and delivered the interest bearing time warrants hereinabove described, to the party hereinabove mentioned, and it is specifically provided that all acts of the above mentioned officials regarding the execution and delivery of said warrants shall be prima facie evidence that the official acts have been completed in all respects in the proper manner with which to give full validity to the warrants and cause the same to create a good, sufficient and valid obligation against Johnson County, Texas.

PASSED, APPROVED AND ADOPTED, this the 12th day of May, 1958.

H. G. Littlefair, County Judge,
Johnson County, Texas

W. M. Coward, Commissioner, Precinct Number 1
S. W. Evans, Commissioner, Precinct Number 2
J. L. Walters, Commissioner, Precinct Number 3
M. W. Roland, Commissioner, Precinct Number 4

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

THIS ISTO CERTIFY that A. H. STUART, Contractor, of Cleburne, Texas, has this day sold,

transferred and delivered to - - - those certain registered county warrants issued to the said A. H. Stuart by the Commissioners' Court of Johnson County, Texas, pursuant to orders duly passed by said Court on the 12th day of March, 1958, and the 12th day of May, 1958, such warrants aggregating \$24,000, being warrants Numbers 1 to 24, both inclusive, in denomination of \$1,000 each, bearing interest at the rate of $4\frac{1}{2}\%$ per annum, maturing on March 15th, in each of the years as follows: \$5,000 1960 to 1963, both inclusive, and \$4,000 1964.

THIS IS TO FURTHER CERTIFY that the said A. H. Stuart, the contractor mentioned in the aforesaid orders of the Commissioners' Court of Johnson County, Texas, has received the said warrants from the proper officials of Johnson County in due course, and that the said A. H. Stuart, Contractor, has received from - - - full value and consideration for said warrants, and each of them, as evidenced by the signature and endorsement of said A. H. Stuart, Contractor, on the back of each of said warrants.

EXECUTED at Cleburne, Texas, this the 12 day of May, 1958.

A. H. Stuart, Contractor

BEFORE ME, the undersigned authority on this day personally appeared A. H. STUART, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of May, 1958.

Margaret Powell, Notary Public in and for
Johnson County, Texas

(SEAL)

NO-LITIGATION CERTIFICATE OF DISTRICT CLERK

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

I, the undersigned, Clerk of the District Court in and for Johnson County, Texas, DO
HEREBY CERTIFY:

1. THAT NO SUITS HAVE BEEN FILED AND NO SUITS ARE NOWPENDING in said court to prevent the issuance of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in the total principal amount of \$49,000.

2. That there are NO SUITS OF ANY KIND filed in said Court in any way affecting said warrants.

WITNESS MY HAND AND SEAL OF SAID COURT this the 12 day of May, 1958.

Lillian Ashcraft, Clerk of the District
Court, Johnson County, Texas

(SEAL)

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

MAY 26, 1958

BE IT REMEMBERED at a Special meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair County Judge, W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner, Precinct No. 2; Jimmie L. Walters, Commissioner, Precinct No. 3; M. W. Roland, Commissioner, Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A special called meeting for the purpose of serving as County Board of Equalization to

review all County Tax renditions, after all members took the following required oath.

BOARD OF EQUALIZATION

OATH OF MEMBERS

"We, H. G. Littlefair, County Judge, W. M. Coward, S.W. Evans, Jimmie L. Walters and M. W. Roland, Commissioners, members of the board of Equalization of Johnson County, for the year A.D. 1958, hereby solemnly swear that, in the performance of our duties as members of such board for said year, we will not vote to allow any taxable property to stand assessed on the tax rolls of said county for said year at any sum which we believe to be less than its true market value, or if it has no market value, then its real value; that we will faithfully endeavor and as members of said board will move to have each item of taxable property which we believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what we believe to be its true cash market value, if it has a market value, and if not, then to its real value; and that we will faithfully endeavor to have the assessed valuation of all property subject to taxation within said county stand upon the tax rolls of said county for said year at its true cash market value, or if it has no market value then its real value. We further solemnly swear that we have read and understand the provisions contained in the Constitution and laws of this State relative to the valuation of taxable property, and that we will faithfully perform all the duties required of us under the Constitution and laws of this State.

So help us God."

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Prec. No. 1

S. W. Evans, Commissioner, Prec. No. 2

J. L. Walters, Commissioner Prec No. 3

M. W. Roland, Commissioner Prec. No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the County Auditor be authorized to issue checks in amounts to names listed below, refunding collections erroneously collected by the Tax Collector for the Johnson County Rural Fire District, and now deposited to that account in the Cleburne National Bank.

All voted aye

FIRE DISTRICT - INTANGIBLE ASSETS

NAME PAID	AMOUNT
Central Freight Lines	2.46
Central Bus Lines	1.79
Continental Bus System Inc.,	.33
Heart of Texas Transport Co.	.18
Higgins Clyde B	.55
Houston North Texas Motor Freight Lines	2.62
Hughes, Joe D. Inc.	.13
King Transport and Texas Transfer	.18
Lasater, Glenn F.	.15
Lee Way Motor Freight Inc.	.77
Merrill Motor Line, Inc.	.44
Missouri Pacific Freight Transport Co.	.16
Quality Oil Company	.22
Roadway Express Inc.	1.24
Santa Fe Trail Transportation Co.	.95

Southern Pacific Transport Co.,	.03
Southwestern Greyhound Lines Inc.,	7.10
Texas Film Service	.23
Tucker, Guy	.04
United Transports Inc.,	.50
Walter, Lee	<u>.05</u>
	20.12

There being no further business court is hereby ajourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...0000000...

THE STATE OF TEXAS |
 JUNE 2, 1958
COUNTY OF JOHNSON |

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were presents; H. G. Littlefair, County Judge; W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner Precinct No. 2; Jimmie L. Walters, Commissioner Precinct No. 3; M. W. Roland, Commissioner Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward, that all proper & duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

✓ A motion was made by Commissioner Evans and seconded by Commissioner Coward that John L. Carlisle be appointed Independent Public Weigher in Justice Precinct No. 1 and the Bond in the amount of \$2500.00 as such be approved, effective June 1, 1958 until June 1, 1960.

All voted aye.

✓ A motion was made by Commissioner Evans and seconded by Commissioner Coward that the resignation of Birta Burton as office Deputy in the Sheriff's Office be accepted and that W. H. Wilbanks be appointed office Deputy Sheriff both to be effective June 1, 1958, Salary to be the same.

All voted aye

✓ A motion was made by Commissioner Roland and seconded by Commissioner Evans that Marion Gilbert and J. P. Hamilton be designated to serve 1 year terms from January 1, 1958 to December 31, 1958, as members of the Board of Fire Commissioners for the Johnson County Rural Fire Prevention District, and that Vernon Forbes, A. D. Smith and A. L. Cresswell be designated to serve a term of 2 years from January 1st, 1958 to December 31, 1959 as members of the Board of Fire Commissioners of the above named Fire District.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Roland that the County Treasurers report for the quarter January through March 1958, be approved as presented and examined in open court.

All voted aye

✓ A motion was made by Commissioner Walters and seconded by Commissioner Coward that the plats for Happy Hill Addition and Scott acres Addition submitted by owners of the property involved in rural Johnson County, Texas be approved and ordered made of record in the County Clerk's office, Deed Records.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that the bid of Browning Ferris for one (1) New IHC Model TD-9 (424-2) Crawler Tractor w/ New Drott Model 9-K-3 Skid Shovel; Hydro-Spring; bucket teeth Hydraulic track adjusters; bottom track roller guards; complete and ready to operate.

Price F.O.B. any point Johnson County \$15,450.00

Less: 1-used AC HD-5G Loader 7,450.00

Net Difference f.o.b. any point Johnson Co. \$ 8,000.00

Delivery; Immediate

Terms: Net cash Thirty (30) days.

be accepted.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans, that the resignation of Mrs. Frances M. Finklea, as secretary to the County Attorney be accepted, and Mrs. Evelyn M. Ponder, be appointed Secretary to the County Attorney, effective May 12, 1958, and the Salary to be the same.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that J. M. Crownover be appointed Justice-of-the-Peace, of Precinct No. 4, Johnson County, Texas, effective June 1, 1958 or when qualified until December 31, 1958.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward, that Johnson County Commissioners Court approve contract with the State Highway Department for improvements, and agree to acquire the necessary right of way for Highway 171, beginning 1 mile South of Cleburne to Hill County line.

All voted aye

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

June 9, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner Precinct No. 2; Jimmie L. Walters, Commissioner Precinct No. 3; M. W. Roland, Commissioner, Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by commissioner Walters and seconded by Commissioner Roland that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made Commissioner Roland and seconded by Commissioner Coward that the financial report of the Johnson County Memorial Hospital for the month of May, 1958, be approved as submitted and examined in open court.

All voted aye:

ORDER DECLARING RESULTS OF ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS

COUNTY OF JOHNSON

On this the 9th day of June, 1958, the Commissioners' Court of Johnson County, State of Texas, convened in regular session at its regular meeting place in the County Courthouse, Cleburne, Texas, with the following members present, to-wit:

H. G. Littlefair, County Judge

W. M. Coward, Commissioner, Precinct No. 1. S. W. Evans, Commissioner, Precinct No. 2

Jimmie Walters, Commissioner, Precinct No. 3 M. W. Roland, Commissioner, Precinct No. 4

and the following absent: None, constituting a quorum, and among other proceedings had by said Commissioners' Court were the following:

There came to be considered the returns of an election held on the 7th day of June, 1958, in the (a) Cleburne Independent School District No. __, of said County, for the purpose of determining whether said district shall be consolidated as provided in the order calling said election and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 167 valid and legal votes, of which number there were cast:

"FOR CONSOLIDATION" - - - - - 100 votes.

"AGAINST CONSOLIDATION" - - - - - 67 votes.

IT IS THEREFORE FOUND, DECLARED AND SO ORDERED, by the Commissioners' Court of Johnson County, Texas, that a majority of the qualified voters of said district, voting at said election, voted (b) for the proposition to consolidate said school district for school purposes as provided in the order calling said election and that therefore, this court does hereby declare said proposition to have been (c) adopted.

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

W. M. Coward

S. W. Evans

Jimmie Walters

M. W. Roland

and the following voted No; None

PASSED, APPROVED AND ADOPTED, this the 9th day of June, 1958.

H. G. LITTLEFAIR, COUNTY JUDGE

W. M. Coward, Commissioner, Precinct No. 1 J. L. Walters, Commissioner Precinct No. 3

S. W. Evans, Commissioner, Precinct No. 2 M. W. Roland, Commissioner, Precinct No. 4

RETURNS OF ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS

I TO THE HONORABLE COMMISSIONERS' COURT

COUNTY OF JOHNSON

I OF SAID COUNTY:

We, the undersigned officers, holding an election on the 7 day of June, A.D. 1958, in (a) Cleburne Ind. Sch. District No. -- of --- County, at the Cleburne Sr. Hgh Sch. Bldg. Building, within said district, for the purpose of determining whether or not a mjaority of the legally qualified voters of said District desire that (a) Cleb. Ind. Sch. District School District No. __, of Johnson County, shall be consolidated as provided in the order calling said election.

HEREBY CERTIFY that said election there were cast (b) 167 votes, of which number there were cast:

"FOR CONSOLIDATION" - - - - - 100 Votes.

"AGAINST CONSOLIDATION" - - - - - 67 Votes.

We further certify that each of the election officials executing this return was duly appointed in the order calling this election or by the Presiding Judge or was elected by the

voters present at the polls to serve at said election in the capacity stated under each of our signatures. That all persons appointed in the order calling said election not executing this return failed to appear at the polls to conduct said election.

We herewith enclose poll list and tally sheet of said election.

WITNESS OUR HANDS, this the 7 day of June, A.D. 1958.

Mrs. Louis B. Lee, Judge
Mrs. C.A. Glenn, Clerk

W. S. Ownsby, Presiding Officer
Mrs. Roy Anderson, Judge
Mrs. W. S. Ownsby, Clerk

ORDER DECLARING RESULT OF ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

On this the 9th day of June, 1958, the COMMISSIONERS' COURT OF JOHNSON COUNTY, STATE OF TEXAS, convened in regular session at its regular meeting place in the County Courthouse Cleburne, Texas, with the following members present, to-wit:

H. G. Littlefair, County Judge

W. M. Coward, Commissioner, Precinct No. 1 S. W. Evans, Commissioner Precinct No. 2

Jimmie Walters, Commissioner, Precinct No. 3 M. W. Roland, Commissioner, Precinct No. 4

and the following absent: None, constituting a quorum, and among other proceedings had by said Commissioners' Court were the following:

There came to be considered the returns of an election held on the 7 day of June, 1958, in the (a) Friendship Common School District No. 34, of said County, for the purpose of determining whether said district shall be consolidated as provided in the order calling said election and it appearing that said election was in all respects legally held and that said returns were duly and legally made and that there were cast at said election 123 valid and legal votes, of which number there were cast;

"FOR CONSODLIATION" - - - - - 55 Votes.

"AGAINST CONSOLIDATION" - - - - - 68 Votes.

IT IS THEREFORE FOUND, DECLARED AND SO ORDERED, by the Commissioners' Court of Johnson County, Texas, that a majority of the qualified voters of said district voting at said election, voted (b) against the proposition to consolidate said school district for school purposes as provided in the order calling said election and that therefore, this Court does hereby declare said proposition to have been (c) defeated.

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

W. M. Coward
S. W. Evans
Jimmie Walters
M. W. Roland

and the following voted: NO: None

PASSED, APPROVED AND ADOPTED, this the 9th day of June, 1958.

H. G. Littlefair, County Judge

W. M. Coward, Commissioner Precinct No. 1 J. L. Walters, Commissioner, Precinct No. 3
S. W. Evans, Commissioner Precinct No. 2 M. W. Roland, Commissioner Precinct No. 4

A motion was made by Commissioner Evans and seconded by Commissioner Walters that the salaries of the constables in Justice Precincts 2, 3 and 4 be increased from \$52.08 per month to \$75.00 per month, effective, July 1, 1958.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that an order be passed in closing an old road which starts at the North east corner of the Cresson Cemetery and extending West 409 feet turning North for 28 feet then East 409 feet then 18 feet to the starting point, the North east corner of the Cemetery, in compliance with a petition signed by the following residents of Cresson, Texas: All voted aye

Mrs. W. R. York

Mrs. Shirley R. Smith

Mrs. J. O. Robertson

Mrs. Pat Fidler

Mr. Shirley R. Smith

C. C. Fidler

Mrs. Calvin Fidler

H. M. Fidler

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

I

June 20, 1958

COUNTY OF JOHNSON

I

At a special called meeting of the Commissioners' Court of Johnson County, Texas, at Cleburne, Texas, this the 20th day of June, 1958, the following members were present: H. G. Littlefair, County Judge; Manning Coward, Commissioner of Precinct No. 1; Sam Evans, Commissioner of Precinct No. 2; Jimmie Walters, Commissioner of Precinct No. 3; and Marvin Roland, Commissioner of Precinct No. 4.

This meeting was called for the purpose of setting the bond of Judge Atwood McDonald as Special County Judge of Johnson County, Texas, in Probate, Case No. 7382, styled, Estate of J. E. Sexton, Deceased.

Motion was made by Commissioner Roland, seconded by Commissioner Coward, that the bond of Judge Atwood McDonald, Special County Judge, Johnson County, Texas, in Probate, Cause No. 7382, Estate of J.E. Sexton, Deceased, be set in the amount of One Thousand and no/100 dollars (\$1,000.00), and that the premium for said bond be paid by Johnson County, Texas.

All voted aye

The following documents were filed for record in the Minutes of the Commissioners' Court of Johnson County, Texas, this the 20th day of June, 1958;

1. Telegram:

Cleburne, Texas

May 16, 1958

Hon. Price Daniel

Governor of Texas

Capitol Building

Austin, Texas

Pursuant to Article No. 1932 and/or Article No. 1933 this is to certify that I am disqualified as County Judge of Johnson County, Texas, to act in Probate Case No. 7382, J.E. Sexton Estate, for the following reasons:

1. Due to previous business relations on matters pertaining to Johnson County with Mrs. Agnes Kirk, principal beneficiary under alleged will.
2. Because of such relations my opinions have become fixed.
3. I would be interested in this case due to decisions that will have to be made concerning large sums of money that would come into the County's funds and would have to be administered under my administration.
4. And for other reasons.

The attorneys in this case are unable to agree on a special judge. Therefore, I submit that I am disqualified, and request that you appoint a special Judge in said case.

H. G. Littlefair

County Judge

2. Commission:

In the name and by the authority of THE STATE OF TEXAS

To all to whom these presents shall come - GREETINGS:

Know ye, that ATWOOD McDONALD is hereby commissioned Special County Judge, Johnson County, No. 7382, Estate of J. E. Sexton under the laws of the State of Texas with all rights, privileges, and emoluments appertaining to said office.

In testimony whereof, I have hereunto signed my name and caused the Seal of State to be affixed at the City of Austin, this the 17th day of June, A.D. 1958.

(SEAL)

s/s Price Daniel

THE STATE OF TEXAS

Governor of Texas

ATTEST: s/s Zollie Steakley

Secretary of State

3. Oath:

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

I, Atwood McDonald, do solemnly swear, that I will faithfully execute the duties of the office of special County Judge of the County of Johnson, of the State of Texas, in Cause No. 7382, styled Estate of J.E. Sexton, Deceased, on the Docket of the County Court of Johnson County, Texas, in Probate, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear, that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected.

So held me God.

s/s Atwood McDonald

SUBSCRIBED AND SWORN TO by the Atwood McDonald, before me, on this the 20th day of June, A. D. 1958.

/s/ Margaret Powell, Notary Public in and for

(seal)

Johnson County, Texas

4. Oath:

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

I, Atwood, solemnly swear that I will not be directly or indirectly interested in any contact with or claim against the County of Johnson, State of Texas, during the time I shall serve as Special County Judge of Johnson County in Cause No. 7382, styled Estate of J.E. Sexton, Deceased, on the Docket of the County Court of Johnson County, Texas, in Probate, except such warrants as may issue to me as fees of office.

So help me God.

/s/ Atwood McDonald

SUBSCRIBED AND SWORN to by the said Atwood McDonald, before me, on this the 20th day of June, A.D. 1958.

/s/ Margaret Powell, Notary Public in and for

(SEAL)

Johnson County, Texas

5. Bond:

THE STATE OF TEXAS

COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

That we, Atwood McDonald, as Principal, and Glens Falls Insurance Company as Surety, are held and firmly bound unto the Treasurer of the County of Johnson, State of Texas, in the sum of One thousand and no/100 (\$1,000.00) 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 Atwood McDonald has been appointed Special County Judge of the County aforesaid in that certain Cause bearing No. 7382, styled, Estate of J. E. Sexton, Deceased, pending on the Docket of the County of Johnson, State of Texas, in Probate: The condition of the above obligation is such that if the said Atwood McDonald, special County Judge as aforesaid, shall pay over to the person or officers entitled to receive it all moneys that may come into his hands as special County Judge; and shall pay over to his county all moneys illegally paid to him out of County Funds, as voluntary payments or otherwise, and shall not vote or give his consent to pay out County funds except for lawful purposes, the above obligation shall be void; otherwise, to remain in full force and effect.

WITNESS OUR HANDS this 20th day of June, A. D. 1958.

s/s Atwood McDonald

Principal

Glens Falls Insurance Company

GLENS FALLS INSURANCE COMPANY * 1849 *

Surety

By s/s E. L. Reid, Attorney

(SEAL)

Motion was made by Commissioner Roland, seconded by Commissioner Evans, that the bond and oaths of Honorable Atwood McDonald, to act as Special Judge, Johnson County, Texas, in Probate, Case No. 7382, Estate of J. E. Sexton, Deceased, be in all things approved.

All voted aye

The Deputy Sheriff made a proclamation at the Courthouse door that the election of a special judge of the Probate Court is about to be made by the practicing lawyers present:

The following practicing lawyers were present:

Robert M. Mahanay

Fred Erisman

Angus G. Wynne

Earl Roberts

Gordon L. Welborn

Gean B. Turner

John M. Smith

Bedford S. Wynne

Willard B. Baker

Jack C. Altaras

Glyndon M. Hague

Clarence A. Abramson

H. G. Littlefair

Ted W. Myatt

Newton C. Chaney

Atwood McDonald

A nomination was made by Fred Erisman that the Honorable Atwood McDonald be elected as

special Judge of the Probate Court of Johnson County, Texas in the Estate of J. E. Sexton, Deceased, Cause No. 7382, and seconded by Angus G. Wynne, and a vote by individual ballot was taken thereon and all Attorneys present as listed above voted unanimously for Atwood McDonald as special Judge.

There being no further business, court is hereby adjourned.

Louis B. Lee
County Clerk

County Judge

...oooOooo...

THE STATE OF TEXAS |
 JULY 1, 1958
COUNTY OF JOHNSON |

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair County Judge; W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner Precinct No. 3; M. W. Roland, Commissioner Precinct No. 4; Louis B. Lee, County Clerk and J.T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that all proper & duly approved bills against Johnson County be allowed and ordered paid.

All voted aye

A motion was made by Commissioner Coward and Seconded by Commissioner Evans that the following order be approved.

All voted aye

THE STATE OF TEXAS
COUNTY OF JOHNSON

We, the Commissioners Court of Johnson County, Texas, duly assembled in a regular meeting on this the 1st day of July, 1958, hereby consent to the appointment of J. N. Bauldwin of Cleburne, Johnson County, Texas, a duly licensed attorney of the State of Texas, and a member of the State Bar of Texas, as Assistant County Attorney of Johnson County, Texas, to serve without pay or emolument, and hereby direct the County Clerk of Johnson County, Texas, to administer the oath of office to the said J. N. Bauldwin, which oath and this appointment shall be recorded and deposited in the office of the said County Clerk of Johnson County, Texas.

WITNESS our hands at Cleburne, Texas, this 1st day of July, 1958.

W. M. Coward

J. L. Walters

S. W. Evans

M. W. Roland

H. G. Littlefair

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

I, J. N. Bauldwin, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Assistant County Attorney of Johnson County of the State of Texas, and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected.

So held me God.

J. N. Bauldwin

Sworn to and subscribed before me by the said J. N. Bauldwin this 1st day of July, 1958.

Louis B. Lee, County Clerk of

(SEAL)

Johnson County, Texas

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the County Judge be authorized to sign all instruments incident to the enlarging and remodeling of the Johnson County Memorial Hospital wherein a Grant-in-aid has been approved by the State Board of Health.

... All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Walters that Johnson County Commissioners Court enter a contract with M. M. Moseley, Architect, for the enlarging and re-modeling of the Johnson County Memorial Hospital.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that Mrs. Claudia Chapman be employed as Home Demonstration Agent for Johnson County effective June 25th, 1958. salary to be paid by the County, \$116.66 per month plus \$50.00 expense allowed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that Clifford E. Recer be appointed, County Surveyor effective July 1st, 1958, through December 31st, 1958, upon proper bond in the amount of \$1000.00 being submitted and approved by Commissioners Court.

All voted aye

ORDER AUTHORIZING EXECUTION AND DELIVERY OF SECOND INSTALLMENT OF "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS WARRANTS", DATED March 15, 1958

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

ON THIS, the 1st day of July, 1958, the Commissioners' Court of Johnson County, Texas, convened in called session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair, County Judge, Presiding; and
W. M. Coward, Commissioner, Precinct No. 1;
S. W. Evans, Commissioner, Precinct No. 2;
Jimmie L. Walters, Commissioner, Precinct No. 3;
M. W. Roland, Commissioner, Precinct No. 4

and among other proceedings had by said Court were the following:

Commissioner Roland introduced an order and moved its adoption by the Court. The motion was seconded by Commissioner Coward and prevailed by the following vote: Commissioners Coward Evans, Walters and Roland vote "AYE": and none voting "NO".

The ORDER is as follows:

WHEREAS, by order of this Court passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381, et seq., of the Minutes of said court "Johnson County, Texas Courthouse Improvement Warrants", dated March 15, 1958, were duly authorized, said warrants being numbered consecutively from 1 to 49, both inclusive, all in denomination of \$1,000, aggregating the principal sum of \$49,000, all of said warrants bearing interest at the rate of $4\frac{1}{2}\%$ per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year, the principal thereof maturing on March 15th, in each of the years as follows: \$5,000 1960 to 1968, both inclusive, and \$4,000 1969, both principal and interest being payable at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas; and

WHEREAS, under the terms of the aforesaid order of March 12, 1958, all of said warrants

were to be made payable to A. H. Stuart, Cleburne, Texas, or bearer, and were issued to evidence the indebtedness due said contractor for furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefor, under contract dated March 12, 1958, between said contractor and Johnson County, Texas, said order of March 12, 1958, being hereby adopted by this reference and incorporated herein and made a part hereof for all purposes; and

WHEREAS, in accordance with the contract and order of this Court hereinabove mentioned, such work was promptly commenced after the execution of the contract and the same has been continuously prosecuted; and

WHEREAS, heretofore, to-wit: on the 12th day of May, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$24,000 of said warrants in payment of Estimate No. 1 of A. H. Stuart, Contractor; and

WHEREAS, there has been presented to this Court by said A. H. Stuart, Contractor, Estimate No. 2 pertaining to the aforesaid contract of March 12, 1958, covering certain labor and materials heretofore furnished Johnson County under such contract, said estimate aggregating the sum of \$18,000, and such estimate being in words and figures as follows, to-wit:

A. H. Stuart

P. O. Box 61

Cleburne, Texas

June 19, 1958

506 Williams Avenue

Estimate No. 2

TO: Johnson County Commissioners' Court

Johnson County Court House

Cleburne, Texas

A. H. Stuart, Contractor

This estimate as per contract and agreement amounting to EIGHTEEN THOUSAND DOLLARS (\$18,000.00)

Amount of Contract	\$49,143.00
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Amount Previously Paid (Estimate No. 1)	<u>24,000.00</u>
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Balance	\$25,143.00
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Amount due this certificate	18,000.00
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(Otis Elevator Co.	\$14,737.80)
--------------------	--------------

(Construction	<u>3,262.20)</u>
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Balance due	\$ 7,143.00
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APPROVED:

R. L. Lindsey, Engineer

A. H. Stuart, Contractor

APPROVED:

H. G. Littlefair, County Judge

Johnson County, Texas

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

SECTION 1: That the foregoing Estimate No. 2 of A. H. Stuart, Contractor, pertaining to the aforementioned contract dated March 12, 1958, between the County of Johnson and said Contractor, is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that the aforesaid estimate is proper and constitutes evidence of benefits duly received by Johnson County in the full amount of said and discharged

by the County by the issuance, execution and delivery of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS WARRANTS", dated March 15, 1958, represented by Warrants Numbers 25 to 42, both inclusive, in denomination of \$1,000 each, aggregating the principal sum of \$18,000, maturing on March 15th, in each of the years as follows: \$1,000 1964; \$5,000 1965 to 1967 and and \$2,000 1968.

SECTION 2: That the warrants hereinabove authorized to be executed and delivered are hereby found to be valid, subsisting obligations of Johnson County, Texas, and it is hereby specifically and affirmatively ADJUDGED AND DECREED that Johnson County, Texas, has received full value and consideration therefor, and that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form and manner as required by law. It is further affirmatively found that all services rendered under the contract hereinabove mentioned, and in payment of which said warrants are issued, have been examined and investigated by the Commissioners' Court of Johnson County, Texas, and have been found to be in all respects as provided for in the contract documents entered into by Johnson County, Texas, and A. H. Stuart, Contractor. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorney who may pass upon the validity and legality of said warrants, and the same shall be binding upon Johnson County, Texas, the Commissioners' Court of said county, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 3: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County Judge, County Clerk and County Treasurer of Johnson County, Texas, shall carry out the provisions of this order by causing to be executed, sealed and delivered the interest-bearing time warrants hereinabove described, to the party hereinabove mentioned, and it is specifically provided that all acts of the above mentioned officials regarding the execution and delivery of said warrants shall be prima facie evidence that the official acts have been completed in all respects in the proper manner with which to give full validity to the warrants and cause the same to create a good, sufficient and valid obligation against Johnson County, Texas.

PASSED, APPROVED AND ADOPTED, this the 1st day of July, 1958.

H. G. Littlefair, County Judge
Johnson County, Texas

W. M. Coward, Commissioner, Precinct Number 1

S. W. Evans, Commissioner, Precinct Number 2

J. L. Walters, Commissioner, Precinct Number 3

M. W. Roland, Commissioner, Precinct Number 4

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

THIS IS TO CERTIFY, that A. H. STUART, Contractor, of Cleburne, Texas, has this day sold transferred and delivered to McCLUNG & KNICKERBOCKER, HOUSTON, TEXAS, those certain registered County warrants issued to the said A. H. Stuart by the Commissioners' Court of Johnson County, Texas, pursuant to orders duly passed by said court on the 12th day of March, 1958, and the 1st day of July, 1958, such warrants aggregating \$18,000 being Warrants Numberes 25 to 42, both inclusive in denomination of \$1,000 each, bearing interest at the rate of 4½% per annum, maturing on March 15th, in each of the years as follows: \$1,000 1964, \$5000 1965 to 1967 and \$2,000 1968.

THISIS TO FURTHER CERTIFY that the said A. H. Stuart the contractor mentioned in the afore-
said orders of the Commissioners' Court of Johnson County, Texas, has received the warrants
from the proper officials of Johnson County in due course, and that the said A. H. Stuart,
Contractor, has received from McClung & Knickerbocker, Houston, Texas, full value and con-
sideration for said warrants, and each of them, as evidenced by the signature and endorsement
of said A. H. Stuart, contractor, on the back of each of said warrants.

EXECUTED at Cleburne, Texas, this the 1st day of July, 1958.

A. H. Stuart, Contractor

BEFORE ME, the undersigned authority on this day personally appeared A. H. Stuart, known
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration therein expressed, and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of July, 1958.

Margaret Powell, Notary Public in and for
Johnson County, Texas

(SEAL)

NO-LITIGATION CERTIFICATE OF DISTRICT CLERK

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

I, the undersigned, Clerk of the District Court in and for Johnson County, Texas, DO
HEREBY CERTIFY:

1. That NO SUITSHAVE BEEN FILED and NO SUITS ARE NOW PENDING in said Court to prevent
the issuance of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15,
1958, in the total principal amount of \$49,000.

2. That there are NO SUITS OF ANY KIND filed in said Court in any way affecting said
warrants.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 1 day of July, 1958.

Lillian Ashcraft, Clerk of the District Court
Johnson County, Texas

(SEAL)

* * * * *

Texas Highway Department

CONTRACTUAL AGREEMENT

Right of Way Division

FOR

Form D-15-CS-2

RIGHT OF WAY PROCUREMENT

(COUNTY FORM)

STATE OF TEXAS |

COUNTY Johnson County

COUNTY OF TRAVIS |

PROJECT RW-19-2-8

ACCT. NO. _____

HIGHWAY SH 171

This agreement entered into this 16th day of June, 1958, by and between the State of Texas,
acting by and through the Texas Highway Department, hereinafter called the State, and Johnson
County, Texas, acting by and through its duly authorized officers under Commissioner's Court
order dated 12th day of May, 1958, hereinafter called the County.

WHEREAS, the state has deemed it necessary to make certain highway improvements in con-
junction with Highway No. SH 171 located between 1.0 miles South of Cleburne and Hill County
line, and which section of highway improvements will necessitate the acquisition of certain
right of way, and

WHEREAS, it is agreed that such right of way purchase shallbe by joint effort of the state

and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with Highway Commission Minute Order No. 42113 dated May 13, 1957. The State hereby authorizes and requests the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement is accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the County, will do the necessary preliminary engineering and title search in order to supply to the County the data and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulation shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, and (if a partial taking) damages, if any, or enhancements, if any, to the remainder. The tabulation shall be accompanied by an explanation to support the determined values, together with copy of information or reports used in arriving at determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the County and the State that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the State will make appropriate written notice to the County of such waiver, such notice to be acknowledged in writing by the County. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State. The County will deliver properly executed deeds with title in the name of the State supported by an acceptable Title Insurance Policy for each right of way parcel involved. The costs incidental to such negotiation and the costs of recording of the right of way instruments will be the responsibility of the County. The cost of Title Insurance will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at the election of the County and will be the County's responsibility at its own expense. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section titled "Reimbursement".

DISPOSAL OF IMPROVEMENTS: It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A". In the event the improvements are not disposed of in accordance with Administrative Order 8-57, the State shall dispose of said improvements by competitive bids.

Such revenue derived from the disposition of any improvements will be credited to the cost of the right of way procured.

RELOCATION OF UTILITIES: If the required right of way to be acquired for this project encroches upon an existing utility located upon its own right of way acquired for utility purposes, the State will participate with the County in the cost of the necessary adjustment, removal or relocation of the utility. The state's participation shall be limited to the cost of making such change in the utility after deducting any resulting increase in the value of the new utility and any salvage value derived from the old utility. Such utility relocation costs will be an appropriate item of right of way cost. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement.

The term "utility" shall include publicly, privately and cooperatively owned utilities.

FENCES AND FENCING:

When right of way values are determined, damages to existing fences or the need for replacement or new fences will not be considered and included in the compensation due the property owner. This is based upon the agreement that the County will construct all fences as are required due to the right of way taking at no cost to the property owner. The state will participate in the amount of 50 per cent of the cost of required fencing performed by the County on an actual cost basis less value of any salvage fencing material, and exclusive of any overhead costs of the County. The County in billing the State for fencing will attach an itemized estimate supported by a certificate to this effect. Such fencing work shall be considered an appropriate item of right of way cost.

REIMBURSEMENT: The State will reimburse the County After March 1, 1958, in an amount not to exceed 50% of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50% of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. If condemnation is necessary the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

GENERAL: It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS COURT OF

JOHNSON COUNTY, TEXAS

By H. G. Littlefair, County Judge

By W. M. Coward, Commissioner, Precinct

Number 1

By S. W. Evans, Commissioner, Precinct

Number 2

RECOMMENDED FOR APPROVAL:

R. A. Bossy, District Engineer

P. C. Goode, Program Engineer

T. N. Huff, Chief Engineer of Highway Design

R. H. Christian, Right of way Engineer

By J. L. Walters, Commissioner, Precinct

Number 3

By M. W. Roland, Commissioner, Precinct

Number 4

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 Commission:

By: D. C. Greer 6/16/68

Executed as State Highway Engineer and
approved for State Highway Commission.

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

JULY 14, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that all properly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the financial report of the Johnson County Memorial Hospital for the Month of June, 1958 be approved as submitted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Walters that Johnson County employ a trapper for 1 year beginning August 1, 1958 to cooperate with Federal Wildlife Service. County to pay one-half of said salary and expense.

All voted aye

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

AUGUST 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner, Precinct No. 1; S. W. Evans, Commissioners of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that all properly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that Attorney Robert Mahanay take all necessary steps for condemnation proceedings to secure

Right-of-Way from Tom N. Renfro and W. W. Seeton on F.M. Highway 917 from Lillian to Johnson County line toward Mansfield.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that WHEREAS, JOHNSON County, Texas, has a portion of the surplus in the County and District Road Highway Fund as of Aug. 31, 1958, in the amount of \$41,747.68; the Commissioners' Court of Johnson County, Texas, hereby request that the Board of County and District Indebtedness refund to Johnson County in the amount of \$41,747.68 which represents Johnson County's portion of the surplus in the County and District Road Highway Fund.

This is to certify that the amount of \$41,747.68 which is to be returned to Johnson County will be placed in the Road & Bridge Fund of Johnson County, Texas to be used for the construction and improvements of County Rural Roads.

All voted aye

Texas Highway Department

Right of Way Division

Form 19- 15 - CS - 2A

MODIFICATION OF CONTRACTUAL AGREEMENT
FOR RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS supplemental contractual agreement entered into this 1 day of August, 1958 by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and Johnson County, Texas, acting by and through its duly authorized officers under Commissioners Court Order dated 1 day of August, 1958, hereinafter called the County.

WHEREAS, the State and County entered into Contractual Agreements for procurement of right of way on the following projects on the dates indicated:

HIGHWAY	PROJECT NO.	LIMITS	DATE OF AGREEMENT
SH 171	19-2-8	1.0 mile South of Cleburne to the Hill County Line	June 16, 1958
US 67	260-1-14	A point approximately 1500' west of M. K. & T. R. R. to a point 1 mile East of Alvarado	August 6, 1957

and;

WHEREAS, the State and the County desire to modify all of the aforesaid contractual Agreements whereby in all future eminent domain proceedings conducted in the procurement of right of way on the aforesaid projects the State will assume 50 per cent of the expense of all court costs and of the cost of the State's appraisers when used by the County in eminent domain proceedings.

NOW, THEREFORE, in consideration of the premises and by mutual agreement of the parties hereto, the aforesaid original Contractual Agreements between the State and the County are hereby modified whereby the paragraph entitled "Condemnation" on page two of each of the aforesaid Contractual Agreements is changed to read as follows:

"CONDEMNATION: Condemnation proceedings will be initiated at the election of the County and will be the County's responsibility at its own expense except as hereinafter indicated, Court costs assessed against the County in either the Special Commissioners hearing or in

subsequent appeals will be paid direct by the County, but will be eligible for 50 per cent State reimbursement under the established reimbursement procedure. Where the County uses the State's fee appraisers in Special Commissioners hearings or subsequent appeals, the cost of the appraiser of updating his report, preparing for court testimony, and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for the use of such appraiser has been obtained from the State. Reimbursement for Court costs and the cost of the State's appraisers as herein set forth will not be made by the State where the property condemned involves an excess taking. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section "reimbursement".

It is expressly understood and agreed that under the terms of this supplemental agreement, the State will pay 50 per cent of the court costs assessed against the County Subsequent to the date hereof, and all court costs assessed against the County prior to the date hereof will remain in County's responsibility. It is further understood that in the event the State's fee appraisers are used in any eminent domain proceedings, the fee due the appraiser for work performed prior to the date of this supplemental contract, and which work was the County's responsibility under terms of the original contract between the County and the State, shall remain the County's responsibility, and any fee for such work after this date will be the State's responsibility to the extent of 50 per cent of such cost in accordance with the procedure outlined above.

COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

By H. G. Littlefair, County Judge

By W. M. Coward
Commissioner, Precinct Number 1

By S. W. Evans
Commissioner, Precinct Number 2

By J. L. Walters,
Commissioner, Precinct Number 3

By M. W. Roland,
Commissioner, Precinct Number 4

RECOMMENDED FOR APPROVAL:

R. A. Bossy, District Engineer

Program Engineer

Engineer of Road Design

Right of Way Engineer

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 Commission:

By:

Executed as State Highway Engineer and approved for State Highway Commission.

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

COUNTY OF JOHNSON

AUGUST 11, 1958

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair County Judge, W. M. Coward, Commissioner, Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and seconded by Commissioner Walters that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans that the County Treasurers report for the quarter ending June 30, 1958 be approved.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the hearing on the County Budget will be held the 2nd day of September, 1958, at 9:00 o'clock A. M., for operating cost of the County from January 1st, 1959 to December 31st, 1959. The public is invited to attend.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the financial report for July 1958, for Johnson County Memorial Hospital be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Walters, seconded by Commissioner Roland that the Commissioner's Court would cooperate with the Nolan Aquilla Soil Conservation District at its location for a detention dam on the Chambers Creek Watershead at Site #33 (Lower) and to raise the road and bridge the necessary measurements on the road between the farms of Ralph Gill and Mrs. S. O. Knight.

All voted aye

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

SEPTEMBER 2, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED, at a regular meeting of the Commissioners Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair County Judge, W. M. Coward, Commissioner of Precinct No. 1, S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by commissioner Roland and Seconded by Commissioner Walters that all properly endorsed bills against Johnson County be allowed and ordered paid as presented and examined in open Court.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Roland that Mrs. Geraldine Stepp be employed as Secretary in the County Attorney's Office, effective August 4th, 1958, at monthly Salary same as previously paid.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the County pay Homer Wicker \$415.50 for services as Court reporter in the J. E. Sexton probate matter.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Walters that the County participate on a 50 % basis with the City of Cleburne in the Cost of Stand by Aerial at Radio Station KCLE, not to exceed \$80.00, County's part.

A motion was made by Commissioner Walter and seconded by Commissioner Roland, that the County operating Budget for the year beginning Jan 1st, 1959 and ending Dec. 31st, 1959, be approved as presented by the County Auditor and examined in open court. That the Tax rate be set at \$1.05 per 100.00 valuation and Lateral Tax road exclusive of State exemption .30 per 100.00 valuation and the Rural Fire District Tax be .03 per Hundred Valuation, making a total Tax Rate of \$1.38.

All voted aye

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...0000000...

THE STATE OF TEXAS |
COUNTY OF JOHNSON | SEPTEMBER 8, 1958

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2, Jimmie L. Walters, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by commissioner Roland and seconded by Commissioner Walters that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that the monthly report of the Johnson County Memorial Hospital for August, 1958 be approved as submitted.

All voted aye

ORDER AUTHORIZING EXECUTION AND DELIVERY OF THIRD AND FINAL INSTALLMENT OF "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", DATED MARCH 15, 1958

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

On this, the 8th day of September, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. LITTLEFAIR,	COUNTY JUDGE, Presiding; and,
W. M. Coward,	Commissioner, Precinct No. 1;
S. W. Evans,	Commissioner, Precinct No. 2;
Jimmie L. Walters,	Commissioner, Precinct No. 3;
M. W. Roland,	Commissioner, Precinct No. 4;

and, among other proceedings had by said court, were the following:

Commissioner Walters introduced an order and moved its adoption by the Court. The motion was seconded by Commissioner Roland and prevailed by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO".

The order is as follows:

WHEREAS, by order of this court passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, were duly authorized, said warrants being numbered consecutively from 1 to 49, both inclusive, all indennomination of \$1,000, aggregating the principal sum of \$49,000, all of said warrants bearing interest at the rate of 4½% per annum

payable on March 15, 1959 and semi-annually thereafter on September 15 and March 15 in each year, the principal thereof maturing on March 15th, in each of the years as follows: \$5,000 1960 to 1968 both inclusive, and \$4,000 1969, both principal and interest being payable at Texas National Bank of Houston, Houston, Texas; and,

WHEREAS, under the terms of the aforesaid order of March 12, 1958, all of said warrants were to be made payable to A. H. Stuart, Cleburne, Texas, or bearer, and were issued to evidence the indebtedness due said Contractor for furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefor, under contract dated March 12, 1958, between said Contractor and Johnson County, Texas, said order of March 12, 1958, being hereby adopted by reference and incorporated herein and made a part hereof for all purposes; and,

WHEREAS, in accordance with the contract and order of this Court hereinabove mentioned, such work was promptly commenced after the execution of the contract and the same has been continuously prosecuted; and,

WHEREAS, heretofore, to-wit: on the 12th day of May, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$24,000 of said warrants in payment of Estimate Number 1 of A. H. Stuart, Contractor; and,

WHEREAS, heretofore to-wit: on the 1st day of July, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$18,000 of said warrants in payment of Estimate Number 2 of A. H. Stuart, Contractor; and,

WHEREAS, There has now been presented to this Court by said A. H. Stuart, Contractor, Estimate Number 3 and Final, pertaining to the aforesaid contract of March 12, 1958, covering certain labor and materials heretofore furnished Johnson County under such contract, said estimate aggregating \$7,143, and such estimate being in words and figures as follows, to-wit:

A. H. STUART
P. O. Box 61
Cleburne, Texas

August 27, 1958

Estimate #3 - Final

TO: Johnson County Commissioners' Court
Johnson County Courthouse
Cleburne, Texas

This estimate as per contract and agreement amounting to Seven Thousand Dollars (\$7,000.00).

Amount of Contract	\$49,143.00
Less Estimate # 1	<u>24,000.00</u>
Balance	\$25,143.00
Less Estimate # 2	<u>18,000.00</u>
Balance	\$ 7,143.00
Amount due this Estimate #3 (This is Final Estimate)	<u>7,000.00</u>
Balance to be paid by Johnson County, Texas	\$ 143.00

APPROVED:

R. L. Lindsey, Engineer

A. H. Stuart, Contractor

APPROVED: H. G. Littlefair, County Judge, Johnson County, Texas

AND WHEREAS, the aforesaid estimate has now been duly audited by the County Auditor, has been found correct and has been approved by this Court; and,

WHEREAS, the Court has found and determined that the aforesaid estimate is the last estimate to be submitted to this Court for payment under the aforesaid contract of March 12, 1958, it being further found and determined that all labor and materials to be furnished and all work to be done by said Contractor under said contract has been duly furnished, done and completed in strict compliance with said contract; and all of which has been investigated thoroughly and accepted by this court as being in full and complete compliance with and satisfaction of said contract, with the County having received full value and consideration for the amount previously paid and hereinafter ordered to be paid; and,

WHEREAS, by virtue of the foregoing, it is found by this court that the final amount due the Contractor is \$7,143, and that final payment should be made as hereinafter provided.

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

SECTION 1: That the findings and conclusions stated in the preamble hereof are hereby adopted and shall be considered a part of this order.

SECTION 2: That the aforementioned estimate, being Estimate Number 3 and Final, under date of August 27, 1958, is hereby in all things adopted, confirmed, approved and allowed by this Court.

SECTION 3; That in consideration thereof and of Estimates Numbers 1 and 2 and payments approved by this Court pursuant to the said contract of March 12, 1958, Estimate 3 and final, in the sum of \$7,143, now found to be due the Contractor, shall be, and same is hereby ordered accomplished as follows:

(a) By the issuance, execution and delivery of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in denomination of \$1,000 each, bearing interest at the rate of 4½% per annum, in the aggregate principal sum of \$7,000, with numbers, maturities and amount, as follows:

WARRANTY NUMBERS (All inclusive)	MATURITY DATES	AMOUNTS
43 to 45	March 15, 1958	\$ 3,000
46 to 49	March 15, 1969	4,000

(b) By payment of the sum of \$143.00 in cash, out of funds on hand in the County's Permanent Improvement Fund Account, legally available for such purpose and unappropriated to any other purpose. The County Treasurer is ordered and directed to prepare, issue and deliver to said Contractor proper check, warrant or voucher in said amount payable from said source.

SECTION 4: That the warrants hereinabove authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Johnson County, Texas, and it is hereby specifically and affirmatively adjudged and decreed that Johnson County, Texas, has received full value and consideration therefor, as well as for the cash payment hereinabove ordered, and that all things required by law in the issuance and delivery of said warrants have happened and been performed in due time, form and manner as required by law. It is further affirmatively found and adjudged that all labor and materials to be furnished, all work to be done, and all services to be rendered under the contract hereinabove mentioned and in payment of which the warrants herein authorized to be issued and delivered, as well as warrants heretofore authorized to be issued and delivered, were authorized and issued, have been examined and investigated by the Commissioners' Court of Johnson County, Texas, and are found to be in all respects as provided for in the contract documents entered into by said County and A. H.

Stuart, Contractor; that all labor and materials to be furnished, all work to be done and all services to be rendered by the Contractor in connection with said contract, have now been duly furnished, completed and rendered in strict compliance with said contract; that all of same have been investigated thoroughly and accepted by this Court as being in full and complete compliance and in satisfaction of said contract, with the County having received full value and consideration for all amounts previously paid and herein ordered to be paid. This judicial ascertainment is expressly made for the use and benefits of the prospective owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorneys who shall pass upon the legality and validity of said warrants, and the same shall be binding upon Johnson County, Texas, and the Commissioners' Court of said County, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 5: IT IS ORDERED, ADJUDGED AND DECREED that the County Judge, County Clerk and County Treasurer of Johnson County, Texas, shall carry out the provisions of this order relating to the delivery of warrants, by causing to be executed, sealed and delivered the interest bearing time warrants hereinabove described to A. H. Stuart, Contractor, and it is specifically provided that all acts of the above mentioned officials regarding the execution and delivery of said warrants shall be prima facie evidence that the official acts have been completed in all respects in the proper manner with which to give full validity to the warrants and cause the same to create a good, sufficient and valid obligation against Johnson County, Texas.

PASSED, APPROVED AND ADOPTED, this the 8th day of September, 1958.

H. G. Littlefair, County Judge, Johnson County,
Texas

W. M. Coward, Commissioner, Precinct Number 1

S. W. Evans, Commissioner, Precinct Number 2

J. L. Walters, Commissioner, Precinct Number 3

M. W. Roland, Commissioner, Precinct Number 4

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✓ ORDER GIVING NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF REFUNDING \$49,000

"JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS"

DATED March 15, 1958

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

ON THIS the 8th day of September, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair,

County Judge, Presiding; and,

W. M. Coward,

Commissioner, Precinct No. 1;

S. W. Evans,

Commissioner, Precinct No. 2;

Jimmie L. Walters,

Commissioner, Precinct No. 3;

M. W. Roland,

Commissioner, Precinct No. 4;

and, among other proceedings had by said Court, were the following:

Commissioner Roland introduced the following order and moved its adoption by the Court:

WHEREAS, the following described series of courthouse Improvement Warrants of Johnson County, Texas, have been heretofore issued and delivered pursuant to authority conferred and proceedings duly had in the time and manner prescribed by statute; that is to say ---

\$49,000 "JOHNSON COUNTY, TEXAS COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958,

in denomination of \$1,000 each, bearing interest at the rate of $4\frac{1}{2}\%$ per annum, and maturing in accordance with the following schedule:

WARRANT NUMBERS (All inclusive)	MATURITY DATES	AMOUNTS
1 to 5	March 15, 1960	\$5,000
6 to 10	March 15, 1961	\$5,000
11 to 15	March 15, 1962	\$5,000
16 to 20	March 15, 1963	\$5,000
21 to 25	March 15, 1964	\$5,000
26 to 30	March 15, 1965	\$5,000
31 to 35	March 15, 1966	\$5,000
36 to 40	March 15, 1967	\$5,000
41 to 45	March 15, 1968	\$5,000
46 to 49	March 15, 1969	\$4,000

such warrants having been authorized by that certain order passed by the Commissioners' Court of Johnson County, Texas, on the 12th day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, and reference to said order is here made for further and more detailed description of said warrants.

AND WHEREAS, this court now considers it feasible and practicable and to the best interest of the County to refund or cancel the said \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", by issuing and delivering to the proper owner or holders of said warrants, the refunding bonds of said County in a like amount in exchange therefor and in lieu thereof; said refunding bonds to be issued in one series, aggregating the principal sum of \$49,000, and to bear interest and mature as hereinafter set forth; and,

WHEREAS, THIS BEING a regular term of the Commissioners' Court with all members present, and in order to strictly comply with the Constitution and laws of the State of Texas, the court affirmatively finds that an order should now be entered making the tax levy for the current year to support the payment of said proposed refunding bonds; therefore,

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

SECTION 1: That it is the intention of the Commissioners' Court of Johnson County, Texas, to pass an order on the 13th day of October, 1958, for the purpose of authorizing the issuance of the coupon bonds of said county, in the total principal sum of \$49,000, to refund and cancel certain indebtedness now outstanding against said County and represented by the aforesaid \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958.

SECTION 2: That the proposed refunding bonds shall bear interest at a rate of not to exceed $4\frac{1}{2}\%$ per annum, payable annually or semi-annually, and the principal amount of said bonds shall become due and payable serially, the maximum maturity date to be not later than December 15, 1973.

SECTION 3; That as required by the statutes of the State of Texas, particularly subdivision (d), Section 7, of Chapter 163 acts of 1931, notice of intention to issue refunding bonds, including a statement of the amount and purpose of such bonds, shall be published at least once a week for three successive weeks in a newspaper or newspapers of general circulation within said County, the date of first publication to be at least thirty (30) days before the meeting of the Commissioners' Court at which it is proposed to issue such refunding bonds; and such notice of intention shall be substantially as follows:

NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF REFUNDING \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", DATED March 15, 1958
TO THE RESIDENT QUALIFIED PROPERTY TAXPAYING VOTERS OF JOHNSON COUNTY, TEXAS:

TAKE NOTICE, that on the 13th day of October, 1958, the Commissioners' Court of Johnson County, Texas, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, will pass an order authorizing the issuance of refunding bonds of said County in the principal sum of \$49,000, for the purpose of refunding, cancelling and in lieu of the indebtedness now outstanding against said County, represented by ---

\$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", Dated March 15, 1958, Numbered 1 to 49, both inclusive in denomination of \$1,000 each, bearing interest at the rate of $4\frac{1}{2}\%$ per annum, and maturing serially on March 15th, of each year as follows: \$5,000 1960 to 1968, both inclusive and \$4,000 1969.

FURTHER TAKE NOTICE that the proposed refunding bonds shall bear interest at the rate of not to exceed $4\frac{1}{2}\%$ per annum, payable annually or semi-annually; and the principal amount of said bonds shall become due and payable serially, the maximum maturity date to be not later than December 15, 1973.

AND FURTHER TAKE NOTICE that the said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", are described in that certain order of the Commissioners' court of Johnson County, Texas, passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, to which order reference is here made for a more detailed description of said warrants, and said order is here adopted by reference in respect of the description of said warrants and shall be considered as much a part of this notice as if incorporated herein.

WITNESS MY OFFICIAL SIGNATURE, this the 8th day of September, 1958, pursuant to order of the Commissioners' Court of Johnson County, Texas.

H. G. Littlefair, County Judge,
Johnson County, Texas

SECTION 4: That said notice of intention shall be signed by the County Judge of Johnson County, Texas, and shall be issued and published in conformity with this order.

SECTION 5: That to pay the current interest on and to provide a sufficient sinking fund to pay the principal thereof at maturity, or a sinking fund of 2% which ever is greater, on said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BONDS", not to exceed the principal amount of \$49,000, to be authorized by the Commissioners' Court of Johnson County, Texas, on the 13th day of October, 1958, and to mature serially, the maximum maturity date to be not later than the 15th day of December, 1973, for the purpose of refunding, cancelling and in lieu of \$49,000 interest-bearing time warrants of Johnson County, Texas, described as "Johnson County, Texas, Courthouse Improvement Warrants," dated March 15, 1958, there shall be, and there is hereby levied for the current year, out of the Constitutional Permanent improvement Fund Tax of said County, a sufficient tax on each one hundred dollars' assessed valuation of taxable property in said County, and said tax (on each one hundred dollars' valuation of taxable property in said County) sufficient in amount as shall be necessary to pay the interest thereon and the principal at maturity as it becomes due, or a sinking fund of 2% whichever is greater, full allowance being made for delinquencies and costs of collection is hereby levied out of the Constitutional Permanent Improvement Fund Tax of said County for each succeeding year while said bonds or any of them, or any interest thereon, are outstanding; and said tax, hereby levied, shall be assessed and collected for each of said years and applied to the payment of the interest on and principal of said bonds, and for no other purpose.

Any surplus in the sinking fund account of the series of warrants proposed to be refunded shall be passed to the credit of the sinking fund account of said refunding bonds, and any and all taxes uncollected from levies heretofore made on account of the warrants which are being refunded by this issue, shall, when and as the same are collected, be credited to the sinking fund account of said refunding bonds; PROVIDED, HOWEVER, that such transfer of the sinking fund account or uncollected taxes is made only so far as may lawfully be done consistent with the rights of the holder of the outstanding warrants.

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The above order having been read in full, the motion of Commissioner Roland for its passage, was duly seconded by Commissioner Coward.

Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court, and the motion carried by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO".

The County Judge declared the motion carried and the order duly passed and adopted, and the County Clerk was instructed to record the same in the Minutes of the Court.

PASSED AND APPROVED, this the 8th day of September, 1958.

H. G. Littlefair, County Judge,

Johnson County, Texas

W. M. Coward, Commissioner of Precinct Number 1

S. W. Evans, Commissioner of Precinct Number 2

J. L. Walters, Commissioner of Precinct Number 3

M. W. Roland, Commissioner of Precinct Number 4

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NO-LITIGATION CERTIFICATE OF DISTRICT CLERK

THE STATE OF TEXAS !

COUNTY OF JOHNSON !

I, the undersigned, Clerk of the District Court in and for Johnson County, Texas, DO HEREBY CERTIFY:

1. That NO SUITS HAVE BEEN FILED and NO SUITS ARE NOW PENDING in said Court to prevent the issuance of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in the total principal amount of \$7,000.

2. That there are NO SUITS OF ANY KIND filed in said Court in any way affecting said warrants.

WITNESS MY HAND AND SEAL OF SAID COURT, this the 8th day of September, 1958.

Lillian Ashcraft, Clerk of the District Court

(SEAL)

in and for Johnson County, Texas

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ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS

COUNTY OF JOHNSON

THIS IS TO CERTIFY that A. H. Stuart, Contractor, of Cleburne, Texas, has this day sold, transferred and delivered to McClung & Knickerbocker, Houston, Texas, those certain registered County warrants issued to the said A. H. Stuart by the Commissioners' Court of Johnson County, Texas, pursuant to orders duly passed by said court on the 12th day of March, 1958, and the 8th day of September, 1958, such warrants aggregating \$7,000, being Warrants Numbers 43 to 49, both inclusive in denomination of \$1,000 each, bearing interest at the rate of 4½% per annum, maturing on March 15th, in each of the years as follows: \$3,000 1958 and \$4,000 1959.

THIS IS TO FURTHER CERTIFY that the said A. H. Stuart, the contractor mentioned in the aforesaid orders of the Commissioners' Court of Johnson County, Texas, has received the said warrants from the proper officials of Johnson County in due course, and that the said A. H. Stuart, Contractor, has received from McClung & Knickerbocker, Houston, Texas, full value and consideration for said warrants, and each of them, as evidenced by the signature and endorsement of said A. H. Stuart, Contractor, on the back of each of said warrants.

EXECUTED at Cleburne, Texas, this the 8th day of September, 1958.

A. H. Stuart, Contractor

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared A. H. Stuart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of September, 1958.

J. T. Epperson, Jr., Notary Public in and for

(SEAL)

Johnson County, Texas

* * * * *

THE STATE OF TEXAS

COUNTY OF JOHNSON

I, A. H. Stuart, of Cleburne, Texas, Contractor, DO HEREBY CERTIFY that I have been paid in full for labor and materials and performing all work in connection with furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefore, under contract dated March 12, 1958, such payment having been made as follows:

By delivery of \$49,000 of warrants known as "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS WARRANTS", dated March 15, 1958, numbered from 1 to 49, both inclusive, in denomination of \$1,000 each, bearing interest at the rate of 4½% per annum, and maturing on March 15th, 1968, both inclusive, and \$4,000 1969; and by the payment of \$143.00 in cash; the receipt of which are hereby acknowledged.

A. H. Stuart, Contractor,

Cleburne, Texas

SUBSCRIBED AND SWORN to before me, the undersigned authority, on this the 8th day of September, 1958.

J. T. Epperson, Jr., Notary Public,

(SEAL)

Johnson County, Texas

There being no further business Court is hereby adjourned.

Louis B. Lee
County Clerk

County Judge

...oooOooo...

THE STATE OF TEXAS

COUNTY OF JOHNSON

October 1, 1958

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: M. W. Roland, Presiding, Commissioner of Precinct No. 4, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and seconded by Commissioner Walter that all bills against Johnson County be allowed & ordered paid as submitted and properly endorsed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the resignation of J. M. Crownover as Justice of the peace in Justice Prec. 4, be accepted, effective Sept. 15th, 1958 and that Clayton Kay be appointed Registrar of Vital Statistics for Justice Prec. 4,

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans that Mrs. Wynnelle Blair be employed as Secretary to the County Attorney, replacing Mrs. Stepp, resigned. Mrs. Blair's appointment to be effective Sept. 22nd and no change in Salary.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that rent of office space of the Cleburne Land and Abstract Co. be increased from \$35.00 per month to \$40.00, effective Sept. 1st, 1958.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Walters that the salary of the Johnson County Judge be increased from \$5082.00 annually to \$5500.00 annually, effective October 1st, 1958, payable in equal monthly payments.

All voted aye

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS i

COUNTY OF JOHNSON i

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared William Rawland, who, after being by me duly sworn, states on oath as follows:

1. That he is the publisher of the Cleburne Times-Review, which is a newspaper of general circulation in Johnson County, Texas, and published in the City of Cleburne, Texas, in said County.

2. That he published a true copy of the "NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF REFUNDING \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS" DATED March 15, 1958", hereto attached, in said newspaper once each week for three successive weeks, in its issues of - -

September 9, 1958;

September 16, 1958; and

September 23, 1958;

the date of first publication being at least thirty (30) full days prior to the date set for passing the order authorizing the issuance of refunding bonds.

Wm. Rawland

SWORN TO AND SUBSCRIBED before me, this the 26th day of September, 1958.

Peyton Lawson, Notary Public in and for
Johnson County, Texas

(SEAL)

NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF REFUNDING \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", DATED MARCH 15, 1958
TO THE RESIDENT QUALIFIED PROPERTY TAXPAYING VOTERS OF JOHNSON COUNTY, TEXAS:

TAKE NOTICE, that on the 13th day of October, 1958, the Commissioners Court of Johnson County, Texas, at the regular meeting place of said court in the courthouse at Cleburne, Texas, will pass an order authorizing the issuance of refunding bonds of said County in the principal sum of \$49,000, for the purpose of refunding, cancelling and in lieu of the indebtedness

now outstanding against said County, represented by ---

\$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, Numbered 1 to 49, both inclusive in denomination of \$1,000 each, bearing interest at the rate of $4\frac{1}{2}\%$ per annum, and maturing serially on March 15th, of each year as follows: \$5,000 1960 to 1968, both inclusive, and \$4,000 1969.

FURTHER TAKE NOTICE that the proposed refunding bonds shall bear interest at the rate of not to exceed $4\frac{1}{2}\%$ per annum, payable annually or semi-annually; and the principal amount of said bonds shall become due and payable serially, the maximum maturity date to be not later than December 15, 1973.

AND FURTHER TAKE NOTICE that the said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", are described in that certain order of the Commissioners' Court of Johnson County Texas, passed and adopted on the 12th day of March, 1958, recorded in Volume 14, Page 381 et seq., of the Minutes of said Court, to which order reference is here made for a more detailed description of said warrants, and said order is here adopted by reference in respect of the description of said warrants and shall be considered as much a part of this notice as if incorporated herein.

WITNESS MY OFFICIAL SIGNATURE, this the 8th day of September, 1958, pursuant to order of the Commissioners' Court of Johnson County, Texas.

H. G. Littlefair, County Judge

Johnson County, Texas

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS |
COUNTY OF JOHNSON | OCTOBER 13, 1958

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present; H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1,; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walter, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, J. T. Epperson, Jr., County Auditor and Harry Ratliff.

A motion was made by commissioner Roland and seconded by Commissioner Coward that all proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted in open court.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Walters that the financial report for the Johnson Co. Mem. Hospital for the month of September, 1958 be approved as submitted.

All voted aye

A motion was made by Commissioner Coward and Seconded by Commissioner Roland as to the following matters:

✓ ORDER AUTHORIZING ISSUANCE OF \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BONDS", DATED SEPTEMBER 15, 1958

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

ON THIS, the 13th day of October, 1958, the Commissioners' Court of Johnson County, Texas, convened in regular session, at the regular meeting place thereof in the Courthouse at

Cleburne, Texas, the following members of the Court, to-wit:

H. G. LITTLEFAIR,	COUNTY JUDGE, Presiding; and
W. M. Coward,	COMMISSIONER, Precinct No. 1;
S. W. Evans,	COMMISSIONER, Precinct No. 2;
Jimmie L. Walters,	COMMISSIONER, Precinct No. 3;
M. W. Roland,	COMMISSIONER, Precinct No. 4;

being present; and, among other proceedings had, were the following:

The County Judge submitted to the court the following order:

WHEREAS, on the 12th day of March, 1958, the Commissioners' Court of Johnson County, Texas, pursuant to orders theretofore passed and adopted, and also pursuant to notice of intention duly issued and published in the time and manner prescribed by statute, passed and adopted that certain order authorizing the issuance of a series of warrants known as "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS," dated March 15, 1958, bearing interest at the rate of $4\frac{1}{2}\%$ per annum, in denomination of \$1,000 each, maturing serially, \$5,000 on March 15th in each of the years 1960 to 1968, both inclusive, and \$4,000 on March 15, 1969, and which order of March 12, 1958, is recorded in Volume 14, page 381 et seq., of the minutes of said Court; and,

WHEREAS, the aforesaid order levied continuing direct annual ad valorem taxes out of the Permanent Improvements Fund Tax authorized by Section 9, Article 8, of the Constitution of Texas, for the purpose of paying the principal of and interest on the indebtedness evidenced by said warrants; and,

WHEREAS, the Commissioners' Court now considers it feasible and practicable and to the best interest of said County to cancel or refund the \$49,000 of warrants hereinabove described, which are now outstanding and unpaid, by issuing and delivering to the proper owners or holders of said warrants the refunding bonds of said County in the total principal sum of \$49,000, to bear interest and mature as hereinafter stated; and,

WHEREAS, notice of intention to pass the order authorizing the issuance of such refunding bonds was duly given by publication in the Cleburne Times-Review, which is a newspaper of general circulation within said County, published in the City of Cleburne, Texas, and which notice was published in said newspaper on the following dates, to-wit: Sept. 9, 1958, Sept. 16 1958 and Sept. 23, 1958, the date of first publication being full thirty (30) days before the 13th day of October, 1958, which is the date fixed by the Commissioners' Court for the passage of the order authorizing the issuance of such refunding bonds; and,

WHEREAS, it appearing to this court, pursuant to due investigation, that no petition has been filed in the office of the County Clerk by ten per cent (10%) of the qualified property taxpaying voters of the County praying this Court to order an election for the purpose of submitting the proposition to issue such refunding bonds to a vote of the qualified property taxpaying voters of this County, and further, this Court finds that no petition of any kind or character in respect of the proposed bonds or the warrants to be refunded thereby has been filed either with the County Clerk, or any member of this Court, or any other official; therefore,

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

SECTION 1; That, for the purpose of refunding, cancelling and in lieu of the warrants hereinabove described, there is hereby ordered to be issued the bonds of said County to be called "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS REFUNDING BONDS", in the total principal sum of FORTY-NINE THOUSAND DOLLARS (\$49,000), under authority of the Constitution and laws of the State of Texas, particularly Chapter 163, of the General Laws passed by the Forty-second Legislature, at its Regular Session in 1931, as amended.

SECTION 2: That said refunding bonds shall be numbered consecutively from One (1) to Forty-Nine (49), both inclusive; shall be in the denomination of One Thousand Dollars (\$1,000) each; aggregating the principal sum of FORTY-NINE THOUSAND DOLLARS (\$49,000); and shall be dated September 15, 1958.

SECTION 3; It being hereby affirmatively found and adjudged that the financial condition of the County will not permit the issuance of the refunding bonds herein authorized in such installments as will make the burden of taxation to support same approximately uniform throughout the term of said bond issue, same shall become due and payable, serially, without right of prior redemption, in accordance with the following schedule;

BOND NUMBERS (all inclusive)	MATURITY DATES	AMOUNTS
1 to 5	September 15, 1959	\$ 4,000
5 to 9	September 15, 1960	5,000
10 to 14	September 15, 1961	5,000
15 to 19	September 15, 1962	5,000
20 to 24	September 15, 1963	5,000
25 to 29	September 15, 1964	5,000
30 to 34	September 15, 1965	5,000
35 to 39	September 15, 1966	5,000
40 to 44	September 15, 1967	5,000
45 to 49	September 15, 1968	5,000

SECTION 4; That said refunding bonds shall bear interest from date until paid at the rate of FOUR PER CENTUM (4%) per annum, such interest to be evidenced by proper coupons attached to each of said bonds, and said interest shall be payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year.

SECTION 5: That the principal of and interest on said refunding bonds shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, at the Mercantile National Bank at Dallas, Dallas, Texas, upon presentation and surrender of bonds or proper coupons.

SECTION 6: That said bonds may be executed by the imprinted facsimile signature of the County Judge, countersigned by the imprinted facsimile signature of the County Clerk and registered by the County Treasurer, whose facsimile signature may be imprinted thereon, and that the interest coupons attached to said bonds may be executed by the imprinted facsimile signatures of the County Judge and County Clerk; and, the seal of the "COMMISSIONERS' COURT" shall be impressed upon each of said bonds. Execution in such manner shall have the same effect as if such bonds and coupons had been signed by the County Judge, County Clerk and County Treasurer in person by their manual signatures. In as much as such bonds are required to be registered by the Comptroller of Public Accounts of the State of Texas, only his signature (or that of a deputy designated in writing to act for the comptroller) shall be required to be manually subscribed to such bonds in connection with his registration certificate to appear thereon; all in accordance with the provisions of Article 717j, Vernon's Civil Statutes of Texas, as amended.

SECTION 7: That each of said refunding bonds shall contain on its face these words:

" IN ADDITION to all other rights, the holder or holders of this bond and of the series of which it is a part, is and are subrogated to all the rights and has and have all of the remedies of the holders of the original indebtedness refunded by this issue of bonds, except only to the extent otherwise specifically provided herein and in the proceedings relating to

the issuance of the series of bonds of which this is one."

SECTION 8: That said refunding bonds shall express upon their face the purpose for which they are issued; and that they are issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 163, of the General Laws passed by the Forty-second Legislature, at its regular Session in 1931, as amended, and in pursuance of an order of this Court; and the form of each of said refunding bonds shall be substantially as follows:

NO. _____

UNITED STATES OF AMERICA

\$1,000

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BOND

COUNTY OF JOHNSON, a body corporate and politic of the State of Texas, FOR VALUE RECEIVED, HEREBY promises to pay to bearer, without right of prior redemption, on the FIFTEENTH DAY OF SEPTEMBER, 19____, the sum of One Thousand Dollars (\$1,000), in lawful money of the United States of America, without exchange or collection charges to the owner or holder, with interest thereon from date hereof until paid, at the rate of FOUR PER CENTUM (4%) per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15, in each year, and interest falling due on or prior to maturity hereof is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

BOTH PRINCIPAL and interest of this bond are hereby made payable at the MERCANTILE NATIONAL BANK AT DALLAS, DALLAS, Texas, and for the prompt payment of this bond and the interest thereon at maturity, the full faith, credit and resources of Johnson County, Texas, are hereby irrevocably pledged.

THIS BOND is one of a series, the authorized principal sum of which is FORTY-NINE THOUSAND DOLLARS (\$49,000), numbered consecutively from One (1) to Forty-Nine (49), both inclusive, in denomination of One Thousand Dollars (\$1,000) each, issued for the purpose of refunding, cancelling and in lieu of an equal amount of valid and subsisting indebtedness against the Permanent Improvement Fund of said County, known as "Johnson County, Texas, Courthouse Improvement Warrants", dated March 15, 1958, in the principal sum of \$49,000; and this bond is issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 163, of the General Laws passed by the Forty-second Legislature, at its Regular Session in 1931, as amended, and in pursuance of an order duly passed and adopted by the Commissioners' Court of Johnson County, Texas, and of record in the minutes of said Court.

IN ADDITION to all other rights, the holder or holders of this bond and of the series of which it is a part, is and are subrogated, to all the rights and has and have all of the remedies of the holders of the original indebtedness refunded by this issue of bonds, except only to the extent otherwise specifically provided herein and in the proceedings relating to the issuance of the series of bonds of which this is one.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all acts, conditions and things necessary to be bond precedent to and in the issuance of these bonds, in order to make them legal, valid and binding obligations of said County have, been done, have happened and been performed in regular and due time, form and manner as required by law; that due provision has been made for levying and collecting annually by taxation an amount sufficient to pay the interest on these bonds as it falls due, and to provide a sinking fund for the final redemption of said bonds at maturity; and that the issue of bonds of which this is one, together with all other indebtedness of said County, is within every debt and other limit

prescribed by the Constitution and laws of said State.

IN WITNESS WHEREOF, the Commissioners' Court of Johnson County, Texas, has caused the seal of said court to be affixed hereto, and this bond to be executed by imprinting the the facsimile signature of the County Judge, countersigned by imprinting the facsimile signature of the County Clerk, and registered by the County Treasurer, whose facsimile signature is imprinted hereon, and the interest coupons hereto attached to be executed by the imprinted facsimile signatures of the County Judge and County Clerk, in accordance with the provisions of Article 717j, Vernon's Civil Statutes of Texas, as amended; the date of this bond, in conformity with the order above referred to, being the FIFTEENTH DAY OF SEPTEMBER, 1958.

COUNTERSIGNED:

Louis B. Lee, County Clerk
Johnson County, Texas

H. G. Littlefair, County Judge
Johnson County, Texas

REGISTERED:

COUNTY TREASURER,
Johnson County, Texas

SECTION 9: That the coupons evidencing the interest to accrue on said refunding bonds shall be substantially in the following form:

No. ___ On THE ___ DAY OF ___, 19___ \$___

the COUNTY OF JOHNSON, a body corporate and politic of the State of Texas, hereby promises to pay to bearer, at MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas, the sum of ___ DOLLARS (\$___), in lawful money of the United States of America, without exchange or collection charges to the owner or holder, said sum being ___ months' interest due that day on "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BOND", dated September 15, 1958. Bond No. ___.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

SECTION 10: That the following certificate shall be printed on the back of each refunding bond;

OFFICE OF CONTROLLER

REGISTER NO. _____

STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas, to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformith with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation upon the County of Johnson, Texas, and said bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE, at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

SECTION 11: IT IS FURTHER ORDERED that a Special Fund, to be designated "SPECIAL COURTHOUSE IMPROVEMENT REFUNDING BOND FUND", shall be set aside out of the funds of Johnson County, Texas, which fund, when collected, shall be used to pay the interest on said bonds and the principal thereof at maturity, and for no other purpose; that said fund is created by and from the tax heretofore levied by the Court for the payment of principal of and interest on this issue of bonds by order passed on the 8th day of September, 1958, at a regular term of said Court with all members present, and said tax levy shall be and the same is hereby RATIFIED, CONFIRMED and APPROVED and made a part hereof, said tax levy being in words and

figures as follows, to-wit:

"That to pay the current interest on and to provide a sufficient sinking fund to pay the principal thereof at maturity, or a sinking fund of 2% whichever is greater, on said 'JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS REFUNDING BONDS', not to exceed the principal amount of \$49,000, to be authorized by the Commissioners' Court of Johnson County, Texas, on the 13th day of October, 1958, and to mature serially, the maximum maturity date to be not later than the 15th day of December, 1973, for the purpose of refunding, cancelling and in lieu of \$49,000 interest-bearing time warrants of Johnson County, Texas, described as 'Johnson County, Texas, Courthouse Improvements Warrants', dated March 15, 1958, there shall be, and there is hereby levied for the current year, out of the Constitutional Permanent Improvement Fund Tax of said County, a sufficient tax on each one hundred dollars' assessed valuation of taxable property in said County, and said tax (on each one hundred dollars' valuation of taxable property in said County) sufficient in amount as shall be necessary to pay the interest thereon and the principal at maturity as it becomes due, or a sinking fund of 2% whichever is greater, full allowance being made for delinquencies and costs of collection, is hereby levied out of the Constitutional Permanent Improvement Fund Tax of said County for each succeeding year while said bonds or any of them, or any interest thereon, are outstanding; and said tax, hereby levied, shall be assessed and collected for each of said years and applied to the payment of the interest on and principal of said bonds, and for no other purpose.

"Any surplus in the sinking fund account of the series of warrants proposed to be refunded shall be passed to the credit of the sinking fund account of said refunding bonds, and any and all taxes uncollected from levies heretofore made on account of the warrants which are being refunded by this issue, shall, when and as the same are collected, be credited to the sinking fund account of said refunding bonds; PROVIDED, HOWEVER, that such transfer of the sinking fund account or uncollected taxes is made only so far as may lawfully be done consistent with the rights of the holders of the outstanding warrants."

SECTION 12; AND IT IS FURTHER ORDERED that the County Judge of Johnson County, Texas, be authorized to take and have charge of all necessary records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the bonds herein authorized pending their approval by the Attorney General and their registration by the Comptroller of Public Accounts.

- - - - -

The above order having been read in full, it was moved by Commissioner Coward and seconded by Commissioner Roland that the same do pass. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court, and the motion carried by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE", and none voting "NO".

The County Judge declare the motion carried and the order duly passed and adopted, and the County Clerk was instructed to record the same in the Minutes of the Court.

PASSED AND APPROVED, this the 13th day of October, 1958.

H. G. Littlefair, County Judge, Johnson County,
Texas

W. M. Coward, Commissioner of Precinct No. 1

S. W. Evans, Commissioner of Precinct No. 2

J. L. Walters, Commissioner of Precinct No. 3

M. W. Roland, Commissioner of Precinct No. 4

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS ¶

COUNTY OF JOHNSON ¶

I, the undersigned, Louis B. Lee, County Clerk of Johnson County, Texas, do hereby certify that on September 8, 1958, the Commissioners' Court of said County made and entered an order levying taxes for said County for the year 1958.

I DO FURTHER CERTIFY that a tax of 3¢ on each one hundre dollars' valuation was levied for the purpose of paying the principal and interest as the same becomes due on \$49,000 JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS, dated March 15, 1958 and the Johnson County, Texas, Courthouse Improvement Refunding Bonds dated September 15, 1958 (in the process of being issued to refund said warrants).

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL this the 13th day of October, 1958.

Louis B. Lee, County Clerk,

(SEAL)

Johnson County, Texas

SINKING FUND CERTIFICATE

THE STATE OF TEXAS ¶

COUNTY OF JOHNSON ¶

WE, - - - H. G. Littlefair, County Judge and Louis B. Lee, County Clerk of Johnson County, Texas, DO HEREBY CERTIFY that none of the warrants being refunded by \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BONDS", dated September 15, 1958, were ever purchased by or held in the sinking fund created for the purpose of paying off or redeeming said warrants; that none of said warrants will be taken up and paid for with money from said sinking fund; and that there is no money in the sinking fund of the warrant issue being re-funded with which to pay off any of the principal of the warrants being refunded.

WE FURTHER CERTIFY that there has never been and there is not now pending any litigation in anywise affecting the validity of the warrants being refunded, nor has there ever been nor is there now any litigation pending affecting the power of the Commissioners' Court to levy and collect taxes to pay the principal of and interest on said warrants, or the said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BONDS".

WITNESS OUR HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, this the 13th day of October, 1958.

H. G. Littlefair, County Judge

Johnson County, Texas

Louis B. Lee, County Clerk

Johnson County, Texas

(Com. Court Seal)

STATEMENT OF TAXABLE VALUES

THE STATE OF TEXAS ¶

COUNTY OF JOHNSON ¶

I, the undersigned, Assessor and Collector of Taxes of JOHNSON COUNTY, TEXAS, DO HEREBY CERTIFY that the assessed valuation of property for the purposes of taxation in said Johnson County, as shown by the tax rolls of said County for the year 1958, which have been duly approved, and which is the latest official asessment of said county, is as follows:

REAL PROPERTY - - - - - \$15,976,320.00

PERSONAL PROPERTY - - - - - \$ 9,176,880.00

TOTAL - - - - - \$24,973,200.00

WITNESS MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this the 13th day of October, 1958.

Dennis McWilliams, Assessor and Collector
of Taxes

(SEAL)

Johnson County, Texas

A motion was made by Commissioner Evans and seconded by Commissioner Coward that pursuant to Article 1702-I, Sect. 4, the Commissioner Court hereby fixes a sum in the amount of \$3.00 in each case filed for the cost of Maintaining the County Law Library of Johnson County, Texas, effective November 1st, 1958. Said fee is to be placed in the County Law Library Fund, and is not to be used for any other purpose.

All voted aye

A motion was made by Commissioner Evans and Seconded by Commissioner Coward that Mr. George E. Bransom, Lowell Smith and Clarence Mahanay be re-appointed members of the Board of Managers of the Johnson County Memorial Hospital for a term of two years.

All voted aye

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

NOVEMBER 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walter, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that all bills against Johnson County be allowed and ordered paid as presented and properly endorsed.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Evans that Mrs. Lou Ellen Hager be appointed Asst. Home Dem. Agent for Johnson County, Texas, effective Oct. 22, 1958, at Salary of \$840.00 per year and \$600.00 per year for expenses to be paid in equal monthly payments.

All voted aye

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

NOVEMBER 10, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED, at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that all bills against Johnson County be allowed and ordered paid as presented in open court, and properly endorsed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward, that the returns of the General Election, held on the 4th day of November, 1958, be canvassed, and the Clerk be ordered to enter the results in the election record.

A motion was made by Commissioner Evans and seconded by Commissioner Walters that the monthly report of the Johnson County Memorial Hospital for the Month of October, 1958 be approved as presented.

All voted aye

A motion was made by Commissioner Roland and seconded Walters, that the following order be accepted and made of record.

All voted aye

RESOLUTION ACCEPTING THE PROVISIONS OF STATE HIGHWAY COMMISSION MINUTE ORDER

THE STATE OF TEXAS |

CLEBURNE, TEXAS

COUNTY OF JOHNSON |

Nov. 10, 1958

Motion was made by M.W. Roland and seconded by J. W. Walters, that the Johnson County, Commissioners' Court accept the provisions contained in Minute Order No. 44838, passed by the State Highway Commission on October 31, 1958, for the improvement by the Texas Highway Department of the of the roads described below and that Johnson County agrees to furnish all required right-of-way free of Cost to the State:

From F. M. Road 110 near Liberty Chapel School, east to old location of U. S. Highway 81, a distance of approximately 6.0 miles.

From U. S. Highway 67 northeast of Cleburne, northeast via Keene to F. M. Road 917 at Egan, a distance of approximately 6.0 miles.

Vote on the motion was as follows: All aye

W. M. Coward

J. W. Walters

S. W. Evans

M. W. Roland

WHEREUPON the motion was declared carried.

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

I hereby certify that the foregoing is a true and correct copy of order passed by the Commissioners' Court of Johnson County, Texas, on November 10, 1958.

Louis B. Lee, Clerk of County Court

(Seal)

Johnson County, Texas

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS |

NOVEMBER 19, 1958

COUNTY OF JOHNSON |

BE IT REMEMBERED, at a special called Session, of the Commissioners' Court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr. County Auditor.

ORDER AUTHORIZING GIVING NOTICE OF INTENTION TO ISSUE TIME WARRANTS

THE STATE OF TEXAS |

COUNTY OF JOHNSON |

The Commissioners' Court of Johnson County, Texas, convened in called session at a

special term of said Court at the County Courthouse in the City of Cleburne, Texas, on the 19th day of November, 1958, with the following members present, to-wit:

H. G. Littlefair	County Judge
W. M. Coward	Commissioner, Precinct No. 1
S. W. Evans	Commissioner, Precinct No. 2
Jimmy L. Walters	Commissioner, Precinct No. 3
M M. W. Roland	Commissioner, Precinct No. 4
Louis B. Lee	County Clerk

and the following members absent, to-wit: None, constituting a quorum of said Commissioners' Court, when, among other business, the following was transacted, to-wit:

Commissioner Roland introduced an order and moved that the same be adopted. The motion for adoption of the order was seconded by Commissioner Coward. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: Commissioners Coward, Evans, Walters, and Roland.

NOES: None

The County Judge thereupon announced that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the facilities at the existing county hospital of Johnson County are not adequate, and it is necessary that said hospital be permanently enlarged; and

WHEREAS, it is necessary and desirable that time warrants of said County be issued for the purpose of evidencing the indebtedness of such County for all or part of the cost of constructing such permanent improvements; and

WHEREAS, the Commissioners' Court of such County wishes to proceed with the giving of notice of intention to issue such time warrants; Therefore

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

Section 1: That the matters and facts recited in the preamble to this order are hereby found and declared to be true and correct.

Section 2: That the County Judge of Johnson County, Texas, is hereby authorized and directed to cause to be published in the manner and for the time required by law a notice in substantially the following form:

NOTICE OF INTENTION TO ISSUE TIME WARRANTS

TO THE QUALIFIED VOTERS OF JOHNSON COUNTY, TEXAS, WHOSE NAMES APPEAR ON THE LAST APPROVED TAX ROLLS OF PROPERTY TAXPAYERS, AND TO ALL OTHER INTERESTED PERSONS:

NOTICE IS HEREBY GIVEN that it is the intention of the Commissioners' Court of Johnson County, Texas, to authorize the issuance of time warrants of said County in the maximum sum of \$500,000, maturing serially in not to exceed 30 years from their date, with a maximum maturity date not later than December 31, 1988, and bearing interest at a rate not to exceed 5% per annum, for the purpose of evidencing the indebtedness of said county for all or part of the cost of constructing permanent improvements to the County Hospital of said County. It is the intention of the Commissioners' Court to pass the order authorizing the issuance of said time warrants at its regular meeting to be held on the 8th day of December, 1958, at the Johnson County Courthouse in the City of Cleburne, Texas, at 10:00 o'clock A. M.

By order of the Commissioners' Court.

H. G. Littlefair, County Judge,

Johnson County, Texas

Section 3: That the notice set forth in Section 2 of this order shall be published in

THE CLEBURNE TIMES REVIEW once a week for two consecutive weeks prior to December 8, 1958, the date of the first publication to be at least fourteen days prior to December 8, 1958. It is hereby found and declared that THE CLEBURNE TIMES REVIEW is a newspaper published in Johnson County, Texas, and enjoys general circulation within said County.

ADOPTED this 19th day of November, 1958.

ATTEST:

Louis B. Lee, County Clerk
(Com. Ct. Seal)

H. G. Littlefair, County Judge
W. M. Coward, Commissioner, Precinct No. 1
S. W. Evans, Commissioner, Precinct No. 2
J. L. Walters, Commissioner, Precinct No. 3
M. W. Roland, Commissioner, Precinct No. 4

- - - - -

RESOLUTION APPROPRIATING TREASURY NOTES AND TIME WARRANTS TO HOSPITAL EXPANSION PROGRAM
THE STATE OF TEXAS)
COUNTY OF JOHNSON)

The Commissioners' Court of Johnson County, Texas, convened in called session at a special term of said court at the County Courthouse in the City of Cleburne, Texas, on the 19th day of November, 1958, with the following members present, to-wit:

H. G. Littlefair,	County Judge
W. M. Coward	Commissioner, Precinct No. 1
S. W. Evans	Commissioner, Precinct No. 2
Jimmy L. Walters	Commissioner, Precinct No. 3
M. W. Roland	Commissioner, Precinct No. 4
Louis B. Lee	County Clerk

and the following members absent, to-wit: None, constituting a quorum of said Commissioners' Court, when, among other business, the following was transacted, to-wit:

Commissioner Roland introduced a resolution and moved that the same be adopted. The motion for adoption of the resolution was seconded by Commissioner Coward. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: Commissioners Coward, Evans, Walters and Roland

NOES: None

The County Judge thereupon announced that the resolution had been duly and lawfully adopted. The Resolution thus adopted follows:

RESOLUTION APPROPRIATING TREASURY NOTES AND TIME WARRANTS TO HOSPITAL EXPANSION PROGRAM

WHEREAS, Johnson County, Texas, in cooperation with the Federal Government, is planning to expand its present county hospital, to-wit: The Johnson County Memorial Hospital (designated as Texas - 193); and

WHEREAS, the County presently has on hand \$150,000 in U. S. Treasury Notes in its Hospital Fund; and

WHEREAS, the Commissioners' Court of said County has heretofore initiated proceedings leading to the issuance of time warrants of said County in the maximum sum of \$500,00 for the purpose of enlarging said Hospital; and

WHEREAS, the Commissioners' Court has entered into an agreement with Lovett Abercrombie & Co., investment bankers of Houston, Texas, whereby said Company has agreed to take up said time warrants which are issued; and

WHEREAS, the Commissioners' Court wishes to appropriate said Treasury Notes and time warrants which are issued to the construction program to expand said Hospital; Therefore

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

Section 1: That the \$150,000 U. S. Treasury Notes and the time warrants of said County which are to be issued in an amount not to exceed \$500,000, and which Notes and time Warrants are mentioned in the preamble to this resolution, are hereby officially appropriated to the construction program to expand the Johnson County Memorial Hospital (Texas - 193).

Section 2: That the County Judge, County Clerk, and County Treasurer are hereby authorized and directed to do all things necessary and/or convenient to carry out the terms of this resolution.

PASSED AND APPROVED, this the 19th day of November, 1958.

ATTEST:

H. G. Littlefair, County Judge

Louis B. Lee, County Clerk

Johnson County, Texas

(Com. Ct. Seal)

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

December 1, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1, S. W. Evans, Commissioner of Precinct No. 2, M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and seconded by Commissioner Evans that all bills against Johnson County be allowed and ordered paid as submitted and properly endorsed.

All voted aye

A motion was made by Commissioner Roland and Seconded by Commissioner Evans that Mrs. Anna Parker be re-appointed Matron of the Courthouse for the full year of 1959, no change in Salary.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the Commissioner Court terminate the employment of J. N. Bauldwin as Attorney for Delinquent Tax collection, effective December 1, 1958.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the Commissioner Court employ B. J. Butcher as an attorney to collect the Delinquent Taxes as submitted to him for a fee of 15% of taxes actually collected, and that Mr. Butcher be appointed an agent of the County to collect money on said taxes, and turn said money so collected in to the Tax Collector. This appointment to be effective January 1st, 1959.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Evans that the Treasurers report for the quarter ending Sept. 30, 1958 be approved.

All voted aye

There being no further business court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...000o000...

THE STATE OF TEXAS

December 8, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Coward and seconded by Commissioner Evans, that all bills against Johnson County presented in open court, and properly endorsed, be allowed and ordered paid.

All voted aye

A motion was made by Commissioner Coward and seconded by Commissioner Roland that the following order be adopted.

ORDER AUTHORIZING ISSUANCE OF TIME WARRANTS: LEVYING TAXES IN PAYMENT THEREOF: AND CONTAINING
OTHER PROVISIONS RELATING TO SUCH WARRANTS

THE STATE OF TEXAS !
COUNTY OF JOHNSON !

The Commissioners' Court of Johnson County, Texas, convened in regular session at a regular term of said Court at the County Courthouse in the City of Cleburne, Texas, on the 8th day of December, 1958, with all members present, to-wit:

H. G. Littlefair	County Judge
W. M. Coward	Commissioner, Precinct No. 1
S. W. Evans	Commissioner, Precinct No. 2
Jimmy L. Walters	Commissioner, Precinct No. 3
M. W. Roland	Commissioner, Precinct No. 4
Louis B. Lee	County Clerk

where, among other business, the following was transacted, to-wit:

Commissioner Coward introduced an order and moved that the same be adopted. The motion for adoption of the order was seconded by Commissioner Roland. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: Commissioners Coward, Evans, Walters, and Roland.

NOES: None

The County Judge thereupon announced that the order had been duly and lawfully adopted. The order thus adopted follows:

ORDER AUTHORIZING ISSUANCE OF TIME WARRANTS: LEVYING TAXES IN PAYMENT THEREOF: AND CONTAINING
OTHER PROVISIONS RELATING TO SUCH WARRANTS

WHEREAS, on the 19th day of November, 1958, the Commissioners' Court of Johnson County, Texas, adopted an order authorizing the giving of notice of intention to issue time warrants in the maximum principal sum of \$500,000 for the purpose of evidencing the indebtedness of said County for all or part of the cost of constructing permanent improvements to the County Hospital of said County; and

WHEREAS, said notice has been published in the manner and for the time required by law; and

WHEREAS, no petition of any kind whatsoever has been filed or submitted requesting a referendum on the question of issuing bonds for such purpose, and no request for an election has been received, and no Written protest to the issuance of such time warrants has been presented, and it is affirmatively found and declared that the Commissioners' Court is now authorized to proceed, in accordance with the terms of this order, with the issuance of said

time warrants; therefore

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

Section 1: That for the purpose of evidencing the indebtedness of Johnson County, Texas, for all or part of the cost of constructing permanent improvements to the County Hospital of said County, there shall be issued the time warrants of said County in the principal sum of \$500,000, to be known and designated as "JOHNSON COUNTY HOSPITAL TIME WARRANTS, SERIES 1959", in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 163, Acts of the 42nd Legislature of Texas, Regular Session, 1931, as amended (Codified in Vernon's Texas Civil Statutes as Article 2368a, as amended).

Section 2: That said warrants shall be dated February 15, 1959; shall bear interest at the rate of $4\frac{1}{2}\%$ per annum, interest payable February 15, 1960, and semi-annually thereafter on August 15th and February 15th of each year until the principal sum is paid; shall be payable, both as to principal and interest, at The Mercantile National Bank at Dallas, Dallas, Texas; shall be numbered consecutively from 1 to 500, both inclusive, shall be in the denomination of \$1,000 each, aggregating \$500,000; and shall become due and payable serially in their numerical order on February 15th, in each of the years 1960 to 1989, both inclusive, in the respective amounts shown in the following schedule, to-wit:

WARRANTS NOS. (Both incl.)	MATURITY	AMOUNT
1 - 5	1960	\$ 5,000
6 - 10	1961	5,000
11 - 15	1962	5,000
16 - 20	1963	5,000
21 - 25	1964	5,000
26 - 35	1965	10,000
36 - 45	1966	10,000
46 - 55	1967	10,000
56 - 65	1968	10,000
66 - 75	1969	10,000
76 - 90	1970	15,000
91 - 105	1971	15,000
106 - 120	1972	15,000
121 - 135	1973	15,000
136 - 150	1974	15,000
151 - 170	1975	20,000
171 - 190	1976	20,000
191 - 210	1977	20,000
211 - 230	1978	20,000
231 - 250	1979	20,000
251 - 275	1980	25,000
276 - 300	1981	25,000
301 - 325	1982	25,000
326 - 350	1983	25,000
351 - 375	1984	25,000
376 - 400	1985	25,000
401 - 425	1986	25,000
426 - 450	1987	25,000

451 - 500

1988

50,000

The County expressly reserves the right to redeem Warrants Nos. 6 to 500, both inclusive, of this issue, in whole or in part, on February 15, 1960, or on any interest payment date thereafter at a price of par value plus unpaid accrued interest on the warrants called for redemption to the date fixed for redemption. Notice of the exercise of the option to redeem shall be given in writing to the bank at which said warrants are payable, which notice shall be ailed to said bank at least thirty (30) days prior to the date fixed for redemption. When said warrants, in whole or in part, have been called for redemption in the manner prescribed and due provisions made to pay the principal of and unpaid accrued interest on the warrants called for redemption to the date fixed for redemption, the right of the owners and holders to collect interest which would otherwise accrue after the redemption date on the warrants called for redemption shall terminate on the date fixed for redemption.

Section 3: That each of said warrants shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners' Court of Johnson County, Texas, shall be impressed upon each of such warrants.

Section 4: That said time warrants shall be in substantially the following form, to-wit:
NO. _____ UNITED STATES OF AMERICA \$1,000.

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY HOSPITAL TIME WARRANT

SERIES 1959

THE COUNTY OF JOHNSON, in the State of Texas, FOR VALUE RECEIVED, acknowledges itself indebted to and hereby PROMISES TO PAY TO BEARER ON THE 15TH DAY OF FEBURARY, 19__, the sum of ONE THOUSAND DOLLARS (\$1,000), with interest thereon from the date hereof at the rate of $4\frac{1}{2}\%$ per annum, interest payable February 15, 1960, and semi-annually thereafter on August 15th and February 15th of each year until the principal sum is paid. Both principal of and interest on this warrant are payable to bearer, in lawful money of the United States of America, at the Mercantile National Bank at Dallas, Dallas, Texas. The interest hereon shall be payable only upon presentation of this warrant, and the principal hereof shall be payable only upon presentation and surrender of this warrant. For the prompt payment of this warrant at maturity and the interest hereon as it becomes due, the full faith, credit and resources of said County are hereby irrevocable pledged.

THIS WARRANT IS ONE OF A SERIES OF 500 SERIAL WARRANTS of like tenor and effect, except as to serial number, maturity, and right of prior redemption, being numbered consecutively from 1 to 500, both inclusive, in the denomination of \$1,000 each, AGGREGATING \$500,000, and, together with the other warrants of said series, is issued for the purpose of evidencing the indebtedness of said County for all or part of the cost of constructing permanent improvements to the County Hospital of said County, under and in strict conformity with the Constitution and laws of the State of Texas, including particularly Chapter 163, Acts of the 42nd Legislature of Texas, Regular Session, 1931, as amended (codified as Article 2368a, Vernon's Texas Civil Statutes, 1925 as amended), and pursuant to an order duly adopted by the Commissioners' Court of said County, which order is of record in the official minutes of said Commissioners' Court.

THE DATE OF THIS WARRANT, in conformity with the order above mentioned, IS FEBRUARY 15, 1959.

THE COUNTY EXPRESSLY RESERVES THE RIGHT TO REDEEM WARRANTS NOS 6 to 500, both inclusive,

of this issue, in whole or in part, on February 15, 1960, or on any interest payment date thereafter, at a price of par value plus unpaid accrued interest on the warrants called for redemption to the date fixed for redemption. Notice of the exercise of the option to redeem shall be given in writing to the bank at which said warrants are payable, which notice shall be mailed to said bank at least thirty (30) days prior to the date fixed for redemption. When said warrants, in whole or in part, have been called for redemption in the manner prescribed and due provision made to pay the principal of and unpaid accrued interest on the warrants called for redemption to the date fixed for redemption, the right of the owners and holders to collect interest which would otherwise accrue after the redemption date on the warrants called for redemption shall terminate on the date fixed for redemption.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that the issuance of this warrant and the series of which it is a part is duly authorized by law; that all acts, conditions, and things required to be done precedent to and in the issuance of this series of warrants have been properly done and performed, and have happened in regular and due time, form, and manner, as required by law; that due provision has been made for levying and collecting annually by taxation an amount sufficient to pay the interest on this warrant and the warrants of this series as it falls due and to provide a sinking fund for the final redemption of said warrants at maturity; and that the issue of warrants of which this warrant is one, together with all other indebtedness of said County, is within every debt and other limit prescribed by the Constitution and laws of the State of Texas.

IN WITNESS WHEREOF, the County of Johnson, Texas, acting by and through the Commissioners' Court of said County, has caused the seal of said Court to be affixed hereto and this warrant to be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer of said County, as of the 15th day of February, 1959.

County Judge, Johnson County, Texas

COUNTERSIGNED:

REGISTERED:

COUNTY CLERK

COUNTY TREASURER

SECTION 5: That while said warrants or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, and at the same time other taxes are assessed, levied, and collected, in each year, beginning with the current year a continuing direct annual ad valorem tax upon all taxable property in Johnson County, Texas, sufficient to pay the current interest on said warrants and to create and provide a sinking fund of not less than two per cent of the principal amount of said warrants then outstanding or of not less than the amount required to pay the principal payable out of said tax, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the principal of and interest on said warrants, and to no other purpose.

Section 6. That none of the warrants hereinabove authorized shall be delivered to any person or persons entitled to receive same until the same is further authorized by this Commissioners' Court.

Section 7. That the County Judge, the County Clerk, and the County Treasurer are authorized and directed to sign, countersign, and register, respectively, each of said warrants for and on behalf of Johnson County, Texas, and for and on behalf of the Commissioners' Court of said County, but, as provided above in Section 6 hereof, none of said warrants shall be delivered until further orders are adopted by this Commissioners' Court.

ADOPTED, this the 8th day of December, 1958.

ATTEST:

Louis B. Lee, County Clerk and
Ex-Officio Clerk of the Commissioners'
Court of Johnson County, Texas
(COM. CT. SEAL)

H. G. Littlefair, County Judge

W. M. Coward, Commissioner, Precinct No. 1
S. W. Evans, Commissioner, Precinct No. 2
J. L. Walters, Commissioner, Precinct No. 3
M. W. Roland, Commissioner, Precinct No. 4

THE STATE OF TEXAS 0

COUNTY OF JOHNSON 0

On this the ~~8th day~~ 8th day of December, 1958, The Commissioners' Court of Johnson County, Texas, convened in Regular Term of Court, with the following members present, to-wit: H. G. Littlefair, County Judge; W. M. Coward, Commissioner Precinct No. 1; S. W. Evans, Commissioner Precinct No. 2; Jimmie L. Walters, Commissioner Precinct No. 3; M. W. Roland, Commissioner Precinct No. 4; Louis B. Lee, County Clerk, and Ex-Officio Clerk, Commissioners' Court,

constituting the entire court, at which time the following among other proceedings were had:

Commissioner Roland presented for the consideration of the Court an order and made a motion that it be passed. The motion was seconded by Commissioner Evans. The order was read in full by the County Clerk. The motion carrying with it the passage of the order prevailed by the following vote:

AYES: Commissioners, W. M. Coward, S. W. Evans, Jimmie L. Walters, and M. W. Roland.

NOES: None

The judge announced that the order had been passed. The order as passed is as follows:

AN ORDER

BY THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, CREATING A COUNTY DEFENSE AND DISASTER RELIEF COMMITTEE AND PROVIDING THE POWERS OF THAT COMMITTEE CREATING THE OFFICE OF COUNTY DEFENSE COORDINATOR AND PROVIDING THE DUTIES AND RESPONSIBILITIES OF THAT OFFICE: CREATING AN OPERATIONAL ORGANIZATION: GRANTING NECESSARY POWERS TO COPE WITH EMERGENCIES THREATENING LIFE AND PROPERTY IN THE COUNTY OF JOHNSON: AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER COUNTIES OR CITIES: AND FOR RELATED PURPOSES:

WHEREAS, The Commissioners' Court of the County of Johnson hereby declares that the preparation of a plan, and the means for its implementation, for the protection of lives and property, in the County of Johnson from enemy attack, natural disaster or threat thereof, is immediately essential; and

WHEREAS, The Commissioners' Court further finds that in times of emergencies which may imperil the safety of the inhabitants of the County, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and,

WHEREAS, The Commissioners' Court finds, therefore, that the preparation, adoption, and implementation of such plans are now imperative;

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

1. There is hereby created the County Civil Defense and disaster Relief Committee of the County of Johnson, which shall consist of the following:

(a) The County Judge of the County of Johnson, who shall serve as Chairman of the Committee, and who shall also be known as County Defense Coordinator of the County of Johnson.

(b) The Civil Defense Director of the County of Johnson, who shall be charged with the preparation of a civil defense plan for the County of Johnson, together with such other duties as the Coordinator may prescribe. The Director shall be appointed by and hold his position

at the pleasure of the County Defense Coordinator with the advice and consent of the Commissioners' Court. The Director shall serve as Vice-Chairman of the County Civil Defense and Disaster Relief Committee of the County of Johnson.

(c) The Directors of Divisions and Chiefs of Services of such Divisions as may be provided for by order by the Commissioners' Court or by directive of the County Defense Coordinator.

(d) Representatives not to exceed seven in number from civic, business, industry, labor, veterans, professional, or other groups, to be selected and appointed by the county Judge.

2. The powers and duties of the County Civil Defense and Disaster Relief Committee shall include the recommendation for adoption by the Commissioners' Court of a Civil Defense plan for the County of Johnson. The duties of such Civil Defense and Disaster Relief Committee shall also include the making of a survey of the availability of existing personnel, equipment, supplies and services which could be used during an emergency, as provided for herein, as well as a continuing study of the need for amendments and improvements in the civil defense plan adopted by the Commissioners' Court. The civil Defense and Disaster Relief Committee of the County of Johnson shall meet upon the call of either the Chairman or Vice-Chairman.

3. It is hereby ordered, adjudged and decreed that the County of Johnson, shall enter into all necessary agreements with all political subdivisions, corporations, individuals and other necessary parties and do all other things necessary for the purpose of carrying out the provisions of House Bill 784, Acts 52nd Legislature, Regular Session, 1951, chapter 311, page 529 (Texas Civil protection Act of 1951).

4. The County Judge of the County of Johnson is hereby authorized to join with the Mayors of the cities in this county in the formation of a civil defense plan for the County of Johnson and all powers necessary to participate in a county-wide program of civil defense and disaster relief in so far as that program may affect the County of Johnson outside of the limits of any city located therein.

5. The County Judge (County Defense Coordinator) shall have the authority to request the declaration of the existence of an emergency by the Commissioners' Court or by higher authority. In the event it is deemed necessary to declare the existence of an emergency without delay, the Coordinator may, if the Commissioners' Court is not in session, do so, but such action shall be subject to confirmation by the Commissioners' Court at its next meeting.

The duties and responsibilities of the County Defense Coordinator shall include the following:

(1) The control and direction of the actual or training efforts of the civil defense and disaster relief organization of the County of Johnson;

(2) The determination of all questions of authority and responsibility that may arise within the civil defense and disaster relief organization of the County of Johnson;

(3) The maintenance of necessary liaison with other municipal, district, State, County, regional, federal or other civil defense organizations;

(4) The marshaling, after declaration of an emergency as provided for above, of all necessary personnel, equipment or supplies from any department of the County of Johnson to aid in the carrying out of the civil defense plan;

(5) The issuance of all necessary proclamations as to the existence of an emergency and the immediate operational effectiveness of the civil defense plan;

(6) The issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the County of Johnson, such rules and regulations shall be filed in the office of the County Clerk and shall receive widespread publicity

unless publicity will be of aid and comfort to the enemy;

(7) The supervision of the drafting and execution of mutual aid agreements in cooperation with representatives of the State and with representatives of municipalities of the County;

(8) With the concurrence of the Commissioners' Court, the supervision of and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions:

(9) The authorizing of agreements, after approval of the County Attorney, for the use of private property for air raid shelter and other purposes.

6. The operational civil defense and disaster relief organization of the County of Johnson shall consist of the officers and employees of the County of Johnson designated by the County Defense Coordinator as well as all volunteer County defense workers. The functions and duties of this organization shall be distributed among such divisions, services and special staff as the Commissioners' Court shall prescribe by order or the County Defense Coordinator shall provide by directive. Any such order shall set forth the form of organization, establish and designate divisions and services, assign functions, duties and powers, and designate officers and employees to carry out the provisions of this order. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Defense and disaster Relief Council of the State of Texas and of the Federal Government.

7. Each person serving as a member of the County Civil Defense and Disaster Relief Committee, or as an officer, employee or volunteer in any capacity in the County Civil Defense and Disaster Relief Organization created by order or directive pursuant to the authority herein conferred, shall, prior to assuming his duty or duties, take an oath which shall be substantially as follows:

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Texas, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I a member or an affiliate of any political party or organization, group or combination of persons that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am a member of the County Civil Defense and Disaster Relief Committee of the County of Johnson I will not advocate nor become a member or an affiliate of any organization, group, or combination of persons or of any political party that advocates the overthrow of the Government of the United States or of this State by force or violence."

8. Any light displaced contrary to any order, rule or regulation promulgated pursuant to the provisions of this order constitutes a public nuisance and when deemed necessary in order to protect life or property during blackouts or air raids, the police or sheriff are authorized and directed to enter upon any premises within the County of Johnson, using reasonable force, and extinguish lights or take other necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this order.

9. At all times when the orders, rules and regulations made and promulgated pursuant to this order shall be in effect, they shall supersede all existing orders, rules and regulations insofar as the latter may be inconsistent therewith.

10. This order shall not be construed so as to conflict with any State or Federal statute

or with any Military or Naval order, rule or regulation.

11. In carrying out the provisions of the "Texas Civil Protection Act of 1951" and this Commissioners' Court order, the County shall be functioning in a governmental capacity, and neither the County nor its agents, employees or representatives or any of them engaged in any civil defense activities, while complying with the "Texas Civil Protection Act of 1951" or this Commissioners' Court order, or while attempting to comply with the above mentioned act or this Court order, shall be liable for the death of or any injury to persons or damages to property as a result of such activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the County of Johnson a license or privilege, or otherwise permits the County to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack, shall, together with his successor in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

12. No person shall have the right to expend any public funds of the County in carrying out any civil defense activity authorized by the law or this order, without prior approval of the Commissioners' Court, nor shall any person have any right to bind the County by contract, agreement or otherwise without the prior and specific approval of the Commissioners' Court. All moneys for carrying out the civil defense activities of the County shall be deposited by the County Treasurer in a special account in the County depository, and moneys shall be withdrawn from said special fund in keeping with the general laws applicable to withdrawal of moneys from the regular County funds.

13. If any portion of this order shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions hereof.

PASSED AND APPROVED this the 8th day of December, 1958.

ATTEST:

H. G. Littlefair, County Judge

Louis B. Lee, County Clerk and Ex-Officio
Clerk, Commissioners' Court, Johnson
County, Texas

Johnson County, Texas

A motion was made by Commissioner Coward and seconded by Commissioner Evans to the following order of the Commissioners' Court:

THE STATE OF TEXAS ¶

COUNTY OF JOHNSON ¶

WHEREAS, on October 8, 1951, the Commissioners Court of Johnson County, Texas, duly passed an order appointing H. G. Littlefair County Judge, its agent to execute the agreements and instruments necessary to provide Social Security benefits to certain of the employees of the said County and to carry out the provisions of House Bill 603, Acts 52nd Legislature R. S. 1951 and Public Law 734, 81st Congress, ch. 809, 2d, H. R. 6000; and

WHEREAS, the said H. G. Littlefair did, on November 15, 1951, execute an agreement with the State Department of Public Welfare of Texas providing for coverage of all of the employees of Johnson County, Texas, except those engaged in emergency service, part-time positions and positions paid on a fee basis; and

WHEREAS, it is deemed advisable and desirable by the Commissioners' Court of Johnson County, Texas, to amend the above mentioned agreement so as to include and provide Social Security coverage for employees and officers of the said county who occupy positions paid on fee basis;

NOW THEREFORE, the Commissioners' Court of Johnson County, Texas, on this 8th day of December, 1958, does hereby authorize H. G. Littlefair, County Judge of said County, to act as the agent of the said Commissioners' Court to execute any and all necessary contracts, agreements and instruments of every kind and character to execute and bring about the desired result of including officers and employees of the said County paid on fee basis under the Social Security program retroactive to the 1 day of January, 1956.

On this 8th day of December, 1958 the above resolution and order was moved to be passed by Commissioners Coward and second by Commissioner Evans, whereupon a vote of the Commissioners Court of Johnson County, Texas, was taken and the said motion passed unanimously.

H. G. Littlefair, County Judge Jimmie L. Walters, Commissioner of Precinct three
W. M. Coward, Commissioner of Precinct one M. W. Roland, Commissioner of Precinct Four
S. W. Evans, Commissioner of Precinct Two

ATTEST: Louis B. Lee, County Clerk and Ex-Officio Clerk of Commissioners Court of
Johnson County, Texas

A motion was made by Commissioner Roland and Seconded by Commissioner Evans that the Financial report of the Johnson County Memorial Hospital for Nov. 1, 1958, be approved as presented.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the following order be approved.

All voted aye

On this the 8th day of Dec., 1958, came on to be considered by the Commissioners' Court of Johnson County, Texas, at a regular term of such Court, the matter of the creation of a joint airport zoning board to exercise the powers authorized such boards by the provisions of Chapter 391 of the Acts of the Regular Session of the 50th Legislature, 1947, to adopt, a administer and enforce airport zoning regulations applicable to airport hazard areas in this County; and it appearing to the Court that on the 11th day of November, 1958, the City Council of the City of Cleburne, Texas, did enact its ordinance creating such a joint airport zoning board, to be known as the Cleburne-Johnson County Joint Airport Zoning Board, and which ordinance was expressly made subject, for its effectiveness, to a like provision being made by the Commissioners' Court of Johnson County, Texas, and it further appearing to the court that the creation of such a joint airport zoning board is in the public interest of this County:

IT IS ACCORDINGLY ORDERED, and there is hereby created the Cleburne-Johnson County Joint Airport Zoning Board which Board shall have the powers and exercise the duties set forth in Sections 2 and 3, of Chapter 391 of the Acts of the Regular Session of the 50th Legislature, 1947.

IT IS FURTHER ORDERED, that the Cleburne-Johnson County Joint Airport Zoning Board shall be composed of five (5) members, two (2) to be appointed by the City Council of the City of Cleburne, Texas, and two members to be appointed by this Commissioners' Court. The fifth member shall be elected by a majority of the members so appointed and said fifth member shall serve as Chairman of the said Cleburne-Johnson County Joint Airport Zoning Board.

IT IS FURTHER ORDERED THAT Lester L. Barnes and Jack Park are hereby appointed as the County's members on said Cleburne-Johnson County Airport Zoning Board.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the Commissioners' Court of Johnson County, Texas adopt official Road map that indicates the number of each County road in Johnson County, Texas.

All voted Aye

There being no further business, court is hereby adjourned.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS

JANUARY 2, 1959

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W. M. Coward, Commissioner, Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Walters, that all bills against Johnson County be allowed and ordered paid as submitted and examined in open court and properly endorsed.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Evans, that the following Modification agreement be approved and made of record.

All voted aye

RECEIVED

Dec. 9, 1958

State Department of
Public Welfare

MODIFICATION NUMBER I

OASI Division

TO JOHNSON COUNTY SOCIAL SECURITY (OASI) AGREEMENT

The State Department of Public Welfare, State of Texas, and Johnson County, Texas, acting through its agent designated to execute agreements and instruments providing for participation by County employees in the plan of Federal Old Age and Survivors Insurance, agree to the following change in the original agreement, approved by Johnson County, November 15, 1951, and by the State Department of Public Welfare, November 19, 1951, and acknowledge the full applicability of the original agreement to the following change;

ITEM 4: The exclusion from coverage of employees performing services in positions the compensation for which is on a fee basis is deleted.

ITEM 6: The effective date of the change incorporated in Item 4 above is as of
January 1, 1956.
(Date)

This Modification is agreed to, by Johnson County (date) December 8, 1958.

H. G. Littlefair, County Judge,
Johnson County

by the State Department of Public Welfare (date) Dec. 10, 1958.

John H. Winters
Commissioner

A motion was made by Commissioner Walters and seconded by Commissioner Coward, that the annual financial report of the Johnson County Rural Fire Prevention District be approved.

All voted aye

THE STATE OF TEXAS

JOHNSON COUNTY RURAL FIRE PREVENTION DISTRICT

A. L. CRESWELL, PRESIDENT