

THE STATE OF TEXAS

April 10, 1967

COUNTY OF JOHNSON

BE IT REMEMBERED AT A REGULAR MEETING OF THE Commissioners Court in and for Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Herschel C. Winn, County Judge, W.M. Coward, Commissioner of Precinct No. 1, W.R. Bryant, Commissioner of Precinct No. 2, W.I. Boteler, Commissioner of Precinct No. 3, M.W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor and Garrett Middlebrook.

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

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the County Auditor transfer to Johnny Chapman, Treasurer of the Johnson County Rural Fire Prevention District the funds now on hand.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant the the Financial Statement of the Johnson County Memorial Hospital for the month of March 1967 be approved as submitted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the following Financing Agreement be approved and entered into.

All voted aye

FINANCING AGREEMENT

DATE March 13, 1967

TO: Honorable County Judge and
Commissioners Court
Johnson County, Texas

Gentlemen:

1. We understand that the construction of certain public improvements is contemplated by your County in connection with which it is expected bonds for the following purpose(s) will be issued and sold in the approximate

amount(s) indicated: Authorization of \$500,000 Johnson County Hospital Warrants to be refunded into bonds.

2. By this proposal we offer our professional services and facilities to assist you in the authorization, issuance, sale and delivery of the foregoing bonds, it being understood that we are to be compensated by the sale and delivery to us of the bonds at a price of Par per \$1,000 bond plus accrued interest and at a rate or rates to be mutually acceptable to your County and ourselves.

3. The services which we agree to render under this contract shall consist of the following:

- a. To make a detailed study of the resources which may be pledged to secure payment of the bonds and on the basis of such study to recommend for your approval a plan of financing complete as to maturities, options, of prior payment and other relevant factors, all of which shall, in our opinion, be as advantageous as possible to your County consistent with a minimum effective interest rate.
- b. Under the direction and legal advice of a firm of recognized municipal bond attorneys to be retained by you and whose fees will be paid by us, we will assist you in and supervise the steps necessary to be taken in the bond elections, the legal issuance of the bonds and the final delivery of the bonds to the purchaser. In this connection it is understood that you have retained, or will retain, the firm of Dumas, Hueguenin & Boothman, Dallas, Texas whose legal services shall also include rendition of an unqualified approving opinion as to the legality of the bonds.
- c. At such time as it shall be decided to order a bond election, we will assemble and transmit to the bond attorneys such data as may be required in the preparation of the necessary petitions, orders, resolutions, notices and certificates; and upon preparation thereof, will submit such documents to your governing body for appropriate action.
- d. We will procure and deliver to such official as you may designate such sets of election supplies, including ballots

(but excluding voting machines and voting booths) as are required for each polling place.

- e. We will place an order for the printing of the bonds on lithographed borders and pay the cost of such printing.
- f. We will pay the necessary expenses in obtaining the approving opinion of the Attorney General of the State of Texas and the registration of the bonds by the Comptroller of Public Accounts, and the delivery of the bonds to the purchaser at a bank in Austin, Texas.
- g. If the bonds are eligible under Texas law for purchase by the State Board of Education, to assist in the preparation and timely submission of an Application for Waiver to said Board.

4. We agree to direct and corrdinate the entire program of financing herein contemplated and to assume and pay all expenses above enumerated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any local election expenses (except that we shall furnish election supplies to the extent hereinabove provided); nor shall it cover the cost of publication of notices in newspapers, or other publication costs, or the expenses of any litigation.

5. It is contemplated by this contract that the determination of interest rate as provided by Paragraph 2 shall be accomplished at a time or times mutually convenient, and shall be approached in absolute good faith on the part of all concerned. It is understood and agreed, however, that in the interest of a consummation of the financing program within a reasonable time the ____day following the date of the bond election is hereby designated as the deadline for reaching an agreement as to interest rate, and that if, by such date, a mutually acceptable effective rate of interest has not been agreed upon, then:

a. In addition to all of the services herein before enumerated it is understood and agreed that we will prepare an Official Notice of Sale, a Bidding Form and an Official Statement, or Prospectus, containing financing data and other information of the nature and to the extent ordinarily required by municipal bond dealers in bidding on bonds of this type, all of which we are to furnish in a sufficient number of copies to permit mailing to a list of prospective bidders which we also agree to provide.

6. We are to be reimbursed for our expense and compensated for our services by the payment to us by your county of a cash fee to be computed as follows: 2% of contract prices. The fee due us in the event provided for by this paragraph shall become due and payable simultaneously with the delivery of the bonds to the purchaser.

6. In the event the bond election contemplated by this proposal should fail, then the fee due us shall be none, however, should the same or similar propositions(s) again be submitted at an election held within 24 months from date hereof, then at our option the agreement covered by this contract shall apply to any bonds authorized at such election.

7. This agreement shall be terminated by the delivery to the purchaser, whether ourselves or others, of the bonds covered hereby, or by the lapse of 24 months from date of your acceptance hereof, whichever shall first occur; however, if the bonds have not been so delivered within the period specified, this agreement may be extended by mutual consent.

8. This proposal is submitted in triplicate originals. When accepted by you it will constitute the entire agreement between your county and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by the signature of your County Judge, attested by your county clerk, on all copies and returning two executed copies to us.

Respectfully submitted,

SHEARSON, HAMMILL & CO., INCORPORATED

By Henry Keller, Jr.

Authorized Representative

ACCEPTANCE

ACCEPTED Pursuant to Resolution adopted by the Commissioners Court of Johnson County, Texas, on this the 13th day of March, 1967.

ATTEST:

/s/ Herschel C. Winn

Louis B. Lee

TITLE County Judge

TITLE County Clerk

(seal)

A motion was made by Commissioner Roland and seconded by Commissioner Court that the following Refunding Bond Order be accepted and approved.

All voted aye

REFUNDING BOND ORDER

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 10th day of April, 1967, with the following members presents, to-wit:

Herschel C. Winn	County Judge
W. M. Coward	Commissioner, Precinct No. 1
W. R. Bryant	Commissioner, Precinct No. 2
W. I. Boteler	Commissioner, Precinct No. 3
M. W. Roland	Commissioner, Precinct No. 4
Louis B. Lee	County Clerk

and no members absent, when the following business was transacted:

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

AYES: Commissioners Coward, Bryant, Boteler, and Roland.

NOES: None

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

REFUNDING BOND ORDER

WHEREAS, Johnson County, Texas, now has outstanding and unpaid the following described time warrants of said County, to-wit:

JOHNSON COUNTY ROAD IMPROVEMENTS TIME WARRANTS, SERIES 1966, dated September 16, 1966, numbered consecutively from 1 to 205, both inclusive, in the denomination of \$1,000 each, aggregating \$205,000, bearing interest at the rate 6% per annum, and maturing serially on September 15 as follows: \$15,000 - 1968/73, \$20,000 - 1974/78, and \$15,000 - 1979; and

WHEREAS, on the 1st day of March, 1967, the Commissioners' Court of said County adopted an order authorizing the County Judge and County Clerk to give notice of the intention to issue refunding bonds for the purpose of refunding, canceling, and in lieu of said time warrants described above, and said notice has been published in the manner and for the time prescribed by law in the CLEBURNE TIMES REVIEW, a newspaper published in and having general circulation

within said County, the first publication being more than thirty (30) days prior to the date set for passing the order authorizing the issuance of said refunding bonds; and

WHEREAS, no petition requesting that the issuance of such bonds be submitted to a referendum vote has been filed, and not protest against the issuance of such refunding bonds (written or otherwise) has been made; and

WHEREAS, this Court has determined it should proceed with the authorization and issuance of said refunding bonds; Therefore

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

I.

That it is hereby affirmatively found that the notice of intention to issue the hereinafter described refunding bonds has been given for the time and in the manner provided by law, that no petition has been filed in the office of the County Clerk of Johnson County, Texas, or with any other County officer praying or requesting that the Commissioners' Court of said County order an election for the purpose of submitting the proposition to issue such bonds to a vote of the qualified property taxpaying voters of said County, that no petition or protest of any kind or character has been filed with or presented to said Court or any County officer, and that the said Court is now authorized to issue the hereinafter described bonds.

II.

That the bonds of Johnson County, Texas, to be called "JOHNSON COUNTY ROAD IMPROVEMENT REFUNDING BONDS, SERIES 1967", be issued in the principal amount of \$205,000 for the purpose of refunding, canceling, and in lieu of a like principal amount of the time warrants described in the preamble of this order, as provided by the Constitution and laws of the State of Texas, particularly Chapter 163, Acts of the 42nd Legislature of Texas, 1931, together with all amendments thereof and additions thereto (Article 2368a, Vernon's Texas Civil Statutes, 1925, as amended).

III.

(a) That said refunding bonds shall be numbered consecutively from 1 to 41, both inclusive, shall be in the denomination of \$5,000 each, aggregating \$205,000, shall be dated April 15, 1967 and shall become due and payable

serially in their numerical order on the 15th day of April in each of the years 1968 to 1977, both inclusive, as shown in the following schedule, to-wit:

BONDS	YEAR OF MATURITY	AMOUNT MATURING
1 - 2	1968	\$10,000
3 - 4	1969	10,000
5 - 6	1970	10,000
7 - 10	1971	20,000
11- 15	1972	25,000
16 - 20	1973	25,000
21 - 25	1974	25,000
26 - 30	1975	25,000
31 - 35	1976	25,000
36 - 41	1977	30,000

(b) Johnson County expressly reserves the right to redeem Bonds Nos. 26 to 41, both inclusive, of this issue, in whole or in part, on April 15, 1974, and on any interest payment date thereafter, by paying to the owners or holders thereof a price equal to the principal amount of the bonds redeemed plus unpaid accrued interest thereon 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 bonds are payable, and said notice shall be published at least one (1) time in a financial journal or publication of general circulation in the United States of America, which notice shall be mailed to said bank and published in said journal or publication at least thirty (30) days prior to the date fixed for redemption. When said bonds, in whole or in part, have been called for redemption in the manner prescribed and due provision has been made to pay the principal of the bonds called for redemption and unpaid accrued interest thereon to the date fixed for redemption, the right of the owners or holders to collect interest which would otherwise accrue after the redemption date on the bonds called for redemption shall terminate on the date fixed for redemption.

(c) The Commissioners' Court of Johnson County, Texas, affirmatively judges that the financial condition of the County will not permit said bonds to be issued in such installments as will make the burden of taxation to support the same approximately uniform throughout the term of said issue unless the installments hereinabove provided for shall be so construed.

IV.

That said bonds shall bear interest at the rate of four and one-half per cent (4 ½%) per annum, interest payable April 15, 1968, semi-annually thereafter on October 15 and April 15 of each year until the principal sum is paid. Both interest on and principal of said bonds shall be payable, without exchange or collection charges to the owners or holders of the bonds and interest coupons, at the Cleburne National Bank, Cleburne, Texas, in any coin or currency which on the respective dates of payment of such interest and principal, is legal tender for the payments of debts due the United States of America. The principal of said bonds shall be payable only upon presentation of said bonds as they respectively become due, and interest falling due on said bonds on and prior to the maturity of said bonds shall be payable only upon presentation and surrender of the interest coupons attached to said bonds as such interest coupons severally become due.

V.

That each of said bonds shall be signed by the County Judge and countersigned by the County Clerk by their engraved, imprinted, lithographed or stamped facsimile signatures, and the official seal of said Commissioners' Court shall be impressed, or placed in facsimile thereon. Said bonds shall be registered by the County Treasurer, and evidence of such registration shall be shown upon each of said bonds by the engraved, imprinted, lithographed or stamped facsimile signature of said County Treasurer. The interest coupons attached to said bonds shall also be executed by the engraved, imprinted, lithographed or stamped facsimile signatures of the County Judge and County Clerk. The registration certificate of the Comptroller of Public Accounts of the State of Texas, which is to be printed on the back of each of said bonds, as provided hereinafter in Section VIII of this order, shall be manually executed.

VI.

That said bonds shall be in substantially the following form:

NO. _____

\$5,000

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY ROAD IMPROVEMENT
REFUNDING BOND, SERIES 1967

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 FIFTEENTH DAY OF APRIL, 19__, the sum of FIVE THOUSAND DOLLARS (\$5,000), with interest thereon from the date hereof at the rate of four and one-half per cent (4 ½%) per annum, interest payable April 15, 1968, and semi-annually thereafter on October 15 and April 15, 1968, and semi-annually thereafter on October 15 and April 15 of each year until the principal sum is paid. Both principal of and interest on this bond are payable in any coin or currency which on the respective dates of payment of such principal and interest is legal tender for the payment of debts due the United States of America, at the Cleburne National Bank, Cleburne, Texas, without exchange or collection charges to the owner or holder. The principal hereof shall be payable only upon presentation and surrender of this bond, and interest hereon falling due on and prior to maturity of this bond shall be payable only upon presentation and surrender of the interest coupons hereto attached as such coupons severally become due.

FOR THE PROMPT PAYMENT OF THIS BOND AT MATURITY and the interest hereon as it becomes due, the full faith, credit and resources of Johnson County, Texas, are hereby irrevocably pledged.

THIS BOND IS ONE OF A SERIES OF 41 BONDS of like date and tenor, except as to serial number, maturity and option of prior redemption, being numbered consecutively from 1 to 41, both inclusive, in the denomination of \$5,000 each, aggregating \$205,000, and, together with the other bonds of said series, is issued for the purpose of refunding, canceling, and in lieu of a like principal amount of Johnson County Road Improvements Time Warrants, Series 1966, bearing interest at the rate of 6% per annum, 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, 1931, together with all amendments thereof and additions thereto (Article 2368a, Vernon's

Texas Civil Statutes, 1925, as amended), and pursuant to an order passed by the Commissioners' Court of said County, which order is duly recorded in the official minutes of said Court.

THE DATE OF THIS BOND, in conformity with the order above mentioned, is APRIL 15, 1967.

JOHNSON COUNTY EXPRESSLY RESERVES THE RIGHT TO REDEEM BONDS NOS. 26 to 41, BOTH INCLUSIVE, of this issue, in whole or in part, on April 15, 1974, and on any interest payment date thereafter, by paying to the owners or holders thereof a price equal to the principal amount of the bonds redeemed plus unpaid accrued interest thereon to the date fixed for redemption. Notice of the exercise of the option to redeem shall be give in writing to the bank at which said bonds are payable, and said notice shall be published at least one (1) time in a financial journal or publication of general circulation in the United States of America, which notice shall be mailed to said bank and published in said journal or publication at least thirty (30) days prior to the date fixed for redemption. When said bonds, in whole or part, have been called for redemption in the manner prescribed and due provision has been made to pay the principal of the bonds called for redemption and unpaid accrued interest thereon to the date fixed for redemption, the right of the owners or holders to collect interest which would otherwise accrue after the redemption date on the bonds called for redemption shall terminate on the date fixed for redemption.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all acts, conditions, and things required to be done precedent to, and in the issuance of this bond and of this series of bonds, have been properly done, have happened and have bee 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 the State of Texas.

THE HOLDER OF THIS BOND, and the holders of the other bonds of the series of which this bond is a part, shall be subrogated to all the rights and privileges belonging to the holder or holders of the warrants which have been

refunded by the issuance of this series of bonds, except as may be provided in the order authorizing the issuance of this series of bonds.

IN WITNESS WHEREOF, the Commissioners' Court of Johnson County, Texas, has caused the official seal of said Court to be impressed, or placed in facsimile, hereon, this bond to be signed by the County Judge and countersigned by the County Clerk of said County, by their engraved, imprinted, lithographed or stamped facsimile signatures, this bond to be registered by the County Treasurer, as evidenced by her engraved, imprinted, lithographed or stamped facsimile signature affixed hereto, and the interest coupons hereto attached to be executed by the facsimile signatures of said County Judge and County Clerk, all as of the 15th day of April, 1967.

COUNTERSIGNED:

Herschel C. Winn, County Judge,
Louis B. Lee, County Clerk,
Johnson County, Texas

REGISTERED:

Mrs. Mable Massey, County Treasurer,
Johnson County, Texas

VII.

That the interest coupons attached to said bonds shall be in substantially the following form:

NO. _____ \$ _____

ON THIS 15th day of _____, 19____, the COUNTY OF JOHNSON, in the State of Texas, hereby PROMISES TO PAY TO BEARER, without exchange or collection charges, at the Cleburne National Bank, Cleburne, Texas, THE SUM OF \$_____, in any coin of currency which on such date is legal tender for the payment of debts due the UNITED STATES OF AMERICA, being interest due that date on Johnson County Road Improvements Refunding Bond, Series 1967, bearing the number hereinafter specified, dated April 15, 1967.

BOND NO. _____.

/s/ Louis B. Lee, County Clerk /s/ Herschel C. Winn, County Judge

(*Coupons maturing after April 15, 1974, shall contain the following additional clause: unless the bond to which this coupon appertains has been called for previous redemption and due provision made to redeem same,)

VIII.

That each of said bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law, and the registration certificate of said Comptroller, which certificate is to be printed on the back of each of said bonds and which certificate is to be manually executed, shall be in substantially the following form:

OFFICE OF THE COMPTROLLER
THE STATE OF TEXAS

REGISTER NO. _____

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 on conformity with the Constitution and laws of the State of Texas and that it is a valid and binding obligation upon Johnson County, 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

IX.

That, except as provided in this order, the holder or holders of the refunding bonds authorized by this order shall be subrogated to all the rights and privileges belonging to the holder of holders of the underlying time warrants which are being refunded hereby.

X.

That a general fund to be designated "Johnson County Road Improvement Refunding Bonds, Series 1967, Interest and Sinking Fund" is hereby created for the benefit of said refunding bonds, and the proceeds from all taxes levied and collected for and on account of the outstanding warrants which are being refunded by said bonds shall be transferred to said Fund, and all taxed levied, assessed, and collected hereafter for and on account of said refunding bonds shall be credited to said Fund; that to pay the interest on said bonds as it becomes due and to provide a sinking fund to pay the principal of said bonds at maturity, there is hereby levied for the year 1967 a tax at a sufficient rate for such purpose on each \$100 valuation of taxable property in said County; and for each succeeding year while any of said bonds or interest hereon remain outstanding and unpaid, there is hereby levied a tax at a rate based upon the latest approved tax rolls of said County for each of said

years, respectively, sufficient to fully make, raise and produce in each of said years the amount of principal and interest to be paid on said bonds in each of said years, respectively, with proper allowance for costs of collection and delinquencies, and such tax is levied against all taxable property within said County, and, when collected, shall be applied to the purpose named, and to no other purpose.

XI.

That the County Judge of said County is hereby 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 of the bonds pending their approval by said Attorney General and their registration by the Comptroller of Public Accounts of the State of Texas. None of said refunding bonds authorized herein shall be registered until all the indebtedness refunded thereby has been surrendered to and cancelled by the said Comptroller of Public Accounts.

XII.

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

PASSED AND APPROVED this 10th day of April, 1967.

ATTEST:	Herschel C. Winn, County Judge
Louis B. Lee, County Clerk and Ex-Officio	W.M. Coward, Commissioner Pct No 1
Clerk of the Commissioners' Court	W.R. Bryant, Commissioner Pct No 2
Of Johnson County, Texas	W.I. Boteler, Commissioner Pct No3
(COM. CT. SEAL)	M.W. Roland, Commissioner Pct No 4

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the canvassing of the School Trustee Election held on April 1, 1967 be accepted and approved.

All voted aye

SCHOOL TRUSTEE ELECTION

April 1, 1967

LIBERTY CHAPEL COMMON SCHOOL DISTRICT NO. 33

TRUSTEE:	V. R. West	20
COUNTY TRUSEE PRECINCT 4	W. C. Cottingame	19
COUNTY TRUSTEE AT LARGE:	B. J. Jackson	20

VENUS INDEPENDENT SCHOOL DISTRICT

TRUSTEE:	Clifford Holder	131
	H. C. Griffin	111
	Billy Charles Roten	73
	(2 to be elected)	

KEENE INDEPENDENT SCHOOL DISTRICT:

TRUSTEE:	Lyndon E. Davis	11
	Bill Stanfield	11
	(2 to be elected)	

GRANDVIEW INDEPENDENT SCHOOL DISTRICT:

TRUSTEE:	Red Maddox	228
	Ray D. Ferguson	81
	Oscar L. Wilkirson	128
	Lelan K. Stout	134
	James Gaston	198
	(3 to be elected)	
COUNTY TRUSTEE PRECINCT 4:	W. C. Cottingame	180
COUNTY TRUSTEE AT LARGE:	B. J. Jackson	181

GODLEY INDEPENDENT SCHOOL DISTRICT

TRUSTEE:	Bob Savage	57
	John D. Grafa	46
	R. L. Smelley	60
	Bennie R. Gibson	47
	(3 to be elected)	
COUNTY TRUSTEE AT LARGE:	B. J. Jackson	68

LILLIAN INDEPENDENT SCHOOL DISTRICT

TRUSTEE:	Gilbert D. Galloway	0
	Charles R. Walling	9
	John P. Watson	9
	(2 to be elected)	
COUNTY TRUSTEE AT LARGE:	B. J. Jackson	9

RIO VISTA INDEDPENDENT SCHOOL DISTRICT

TRUSTEE:	C. C. Carper	83
	Howell E. Stuart	56
	Sam Bigham	53
	(2 to be elected)	
COUNTY TRUSTEE PRECINCT No. 1	Loran Crouch	83
	John T. Kennon	13

COUNTY TRUSTEE AT LARGE:	J. B. Jackson	70
	Sam Bigham	1

RECAPITULATION:

COUNTY TRUSTEE PRECINCT NO. 1:	Loran Crouch	336
	John T. Kennon	484
COUNTY TRUSTEE PRECINCT NO. 4:	W. C. Cottingame	912
COUNTY TRUSTEE AT LARGE:	B. J. Jackson	2133
	Sam Bigham	1

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the canvassing of the election for School Tax of the Cresson Common School District No. 28 be approved. Said election was held on April 8, 1967.

	All voted aye
FOR SCHOOL TAX	37
AGAINST SCHOOL TAX	1

A Motion was made by Commissioner Coward and seconded by Commissioner Roland that the following Resolution for an independent audit by a Certified Public Accountant of its books, records, or accounts of the County located in the District, County, or Precinct offices by adopted.

All voted aye

WHEREAS, Johnson County has not, in at least twenty-five years, had an independent audit by a Certified Public Accountant of its books, records, or accounts of the County located in the District, County, or Precinct offices; and,

WHEREAS, accounting methods have advanced and progressed in the last twenty-five years and the methods used in some or all of these offices have not changed or been up-dated since their inception many years ago; and,

WHEREAS, the information sought by such an independent audit and advice for experts in the field of accounting would enable the Commissioners Court to determine and fix proper appropriations and expenditures of public monies; and,

WHEREAS, the information sought would enable the Commissioners Court to ascertain and fix a just and proper tax levy.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court under the authority of the Statutes of the State of Texas, hereby find that an imperative public necessity exists for an independent audit by a Certified

Public Accountant of all of the records, books, or accounts of the County, located in District, County, or Precinct Offices.

A motion was made by Commissioner Boteler and seconded by Commissioner Coward that Arthur Young & Company be employed to audit the records of the Tax Office of Johnson County and audit of records of all county offices, for the years 1965 and 1966 on a per diem basis at the rate of \$12. per hour with a maximum fee of \$3,000 plus reimbursement for the cost of postage required in the confirmation of delinquent tax accounts. The estimated postage required would be between \$300 and \$500.

We propose alternatively to perform an audit of the Tax Office and other offices under the jurisdiction of the County for the two-year period at the same hourly rate with a maximum fee of \$4,500, plus similar reimbursement for necessary postage.

Our audit would be conducted in accordance with generally accepted auditing standards. It is described as an audit based upon the evaluation of internal controls and checks and involves tests and samples of transactions. It does not contemplate the examination of all transactions.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

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