

THE STATE OF TEXAS

June 1, 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 Clifford Recer, County Surveyor.

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 examined in open court & properly endorsed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the County Clerk and District Clerk be authorized to attend County Clerk and District Clerk's Conference in Galveston, Texas, June 14, 15, and 16, and that they be allowed expense for travel, if for any reason the County Clerk or District Clerk can not attend the conference a representative from each office be authorized to represent them.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the following applications for road work on private property be accepted.

All voted aye

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 1 to direct the use of County employees and equipment to construct and maintain to-wit: gravel & spread the following described private road, to-wit: 1107.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

Mrs. J. P. Cecil

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 1 to direct the use of

County employees and equipment to construct and maintain to-wit: gravel private roads the following described private road, to-wit: 1200.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

A. D. Jackson

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 2 to direct the use of County employees and equipment to construct and maintain to-wit: two load gravel in driveway off Highway 174 the following described private road, to-wit: maintainer to spread.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

J. M. Hendrix

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 2 to direct the use of County employees and equipment to construct and maintain, to-wit: grade driveway the following described private road, to-wit: off highway 174.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

Geo. B McGill

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 2 to direct the use of County employees and equipment to construct and maintain to-wit: 6 loads (5 yds) of gravel for driveway and spread same the following described private road, to-wit: east of Russell Love between this and Ed Love farm.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

Earl A. Stanford

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 3 to direct the use of County employees and equipment to construct and maintain to-wit: Haul 1 load gravel for private drive off road 410A. the following described private road, to-wit: \_\_\_\_\_

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

T. J. Blackstock

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 3 to direct the use of County employees and equipment to construct and maintain to-wit: Haul gravel for private drive off C. R. 711 the following described private road, to-wit:

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I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

W. K. Taggart

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 4 to direct the use of County employees and equipment to construct and maintain to-wit: grade private road the following described private road, to-wit: off F. M. 916.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

Willis Hughes

I, the undersigned, do hereby request the Commissioners Court of Johnson County to authorize the Commissioner of Precinct Number 4 to direct the use of County employees and equipment to construct and maintain to-wit: Pipe for driveway, the following described private road, to-wit: County Road 401.

I understand that I will be charged an amount equal to the prevailing charges for like work in the same area. I agree to pay said charge.

Mrs. Dick Tackett

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the quarterly report of the County Treasurer from January through March be approved.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that P.H. Smith be appointed deputy Sheriff as Jailer in the Sheriff's Department, effective at salary of \$200.00 per month.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following Contract between Johnson County and Arthur Young & Company be approved.

All voted aye

THE STATE OF TEXAS

COUNTY OF JOHNSON

THIS AGREEMENT made this the 18<sup>th</sup> day of April, A. D. 1967, by and between Johnson County, Texas, acting by and through its Commissioners Court, Party of the of the First Part, and ARTHUR YOUNG & COMPANY, a copartnership, of the City of Fort Worth, Tarrant County, Texas, Party of the Second Part,

WITNESSETH

1.

Party of the First Part is a County, a political subdivision of the State of Texas, and desires to cause to be made an independent audit of the books and accounts of said County, and Party of the Second Part is a disinterested, competent, experienced, certified public accounting firm, and Party of the First Part has employed Part of the Second Part to do and perform an annual audit for the Calendar years 1965 and 1966 of the books and accounts of said County upon the following terms and conditions.

2.

Party of the Second Part is to do general audit of the books and accounts and the accounting methods and procedures employed in the offices of the Tax Assessor-Collector, County Clerk, District Clerk, Sheriff, Justices of the Peace Courts, County Judge, County Attorney, District Attorney, Constables and County Auditor. The records of the County Auditor will include and reveal expenditures of the County Commissioners by precincts.

3.

The work of the Party of the Second Part shall be a general audit for the calendar years 1965 and 1966, and its performance shall include - but not necessarily be restricted to - the following procedures:

(1) Verification of assets and liabilities as of December 31, 1966 and 1965. This function not only serves the purpose of substantiation of the ending balances of such accounts, but is also an essential factor in support of the regularity of the recorded transactions which resulted in such balances.

(2) Testing for a selected period of the detail of cash receipts and disbursements, together with features related to the propriety of the cash transactions. The extent of such testing shall be a matter of judgment on the

part of the independent auditors dependent upon the result of the initial testing and the reliability of internal checks and controls.

(3) Critical inspection of the accounting methods and the internal checks and controls which have been designed for the various offices, and determination by testing processes of the degree of efficiency and consistency with which such methods, checks and controls are applied in daily operations.

(4) Interviews with county officials and other personnel with the view of obtaining any information which may be pertinent to County affairs and to the conduct of the audit.

(5) Recommendations by the Party of the Second Part for improvements of accounting and internal auditing methods and of any financial matters within the independent auditors' sphere.

4.

The auditing procedures to which Party of the Second Part shall address itself, shall not be narrowly defined or restricted, but the Party of the Second Part shall exercise its judgment in that respect, based upon conditions and circumstances which are found to exist and which are deemed essential to a proper examination. It is provided that if any situation comes to the auditor's attention which might warrant more extended examination in some particulars than is contemplated by this contract, that such matters shall be brought before the Commissioners Court for approval of any substantial revision of the scope of the work of the Party of the Second Part.

5.

During the course of the audit no reports or information shall be given out by Party of the Second Part or by any one working on the audit for Parties of the Second Part, except to the Commissioners Court or the County Auditor.

6.

Payment for the work to be done for Party of the First Part by Party of the Second Part shall be on the basis and at the rate of \$12.00 per hour per person employed by Party of the Second Part in the performance of this contract, which amount Party of the First Part obligates itself to pay to Party of the Second Part out of the general funds of the County.

7.

The party of the Second Part shall submit to the County Auditor and Commissioner Court, a statement showing the names of the persons engaged upon

the audit, the number of hours worked, and the fee earned. It is agreed that the sum total of the fee for performance of the audit shall not exceed \$4,500, plus certain expenses listed below. If the total fee earned is less than \$4,500, then such lesser amount shall be the maximum fee.

8.

Party of the Second Part shall efficiently and expeditiously complete the audit work and the report thereon.

Party of the Second Part shall prepare a certified auditor's report, complete, and deliver same to the Commissioners Court.

9.

Part of the First Part hereby contracts and agrees to pay to Party of the Second Part any necessary expenses for postage in re confirmation letters, on tax accounts and other accounts owed to the County.

Party of the First Part agrees to furnish and make available to Party of the Second Part facilities (desks, tables, chairs) in the Court House in which the Party of the Second Part and its employees may carry on its work, and further agrees to furnish to Party of the Second Part its legal advisor for such advice and assistance as Party of the Second Part may require of deem necessary. Otherwise Party of the Second Part shall perform this contract at its own cost and expense, and based solely upon the compensation hereinabove set forth. Should any additional or exceptional conditions be discovered, indicating the need for a more detailed audit than is contemplated by this contract, such matters shall be brought first to the attention of the Commissioners Court prior to any additional work being performed and compensation to Party of the Second Part be arranged for such additional or special investigation and work as the Court may authorize.

Executed by Party of the First Part on the 17 day of May, 1967, and by the Party of the Second Part on the 10<sup>th</sup> day of May, 1967.

JOHNSON COUNTY

BY Herschel C. Winn, County Judge

W. M. Coward, Commissioner, Precinct No. One

W. R. Bryant, Commissioner, Precinct No. Two

W. I. Boteler, Commissioner, Precinct No. Three

M. W. Roland, Commissioner, Precinct No. Four

PARTY OF THE FIRST PART

ARTHUR YOUNG & COMPANY

By W. J. Wagner, Member of Firm

PARTY OF THE SECOND PART

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the following Resolution Organizing the Planning Commission be accepted.

All voted aye

RESOLUTION ORGANIZING THE PLANNING COMMISSION

WHEREAS, the undersigned have common problems of transportation, water, supply, drainage or land use, similar, common or interrelated forms of urban development or concentration, or special problems of agriculture, forestry, conservation or other matters and

WHEREAS, the undersigned desire to join and cooperate with one another to improve the health, safety and general welfare of their citizens; to plan for the future development of communities, areas and regions to the end that transportation systems may be more carefully planned; that communities, areas, and region grow with adequate street, utility, health, educational, recreational, and other essential facilities; that needs of agriculture, business and industry be recognized; that residential areas provide healthy surroundings for family life; that historical and cultural value may be preserved; and that the growth of the communities, areas and regions is commensurate with the promotive of the efficient and economical use of public funds,

NOW THEREFORE, the undersigned do hereby establish a Regional Planning Commission to be known as Johnson County Planning Commission for a region consisting of the territory under the respective jurisdictions of the undersigned except Cleburne for the general purpose to make studies and plans to guide the unified, far-reaching development of the area, to eliminate duplication, and to promote thoroughfares, streets, traffic and transportation studies, bridges, airports, parks, recreation sites, school sites, public utilities, land use, water supply, sanitation facilities, drainage, public buildings, population density, open spaces, and other items relating to the effectuation of the general purpose. The said commission may employ such staff and consultants as may be necessary to carry out the purposes for which the commission was created, and the said commission shall have all rights,

authority and powers set forth in Article 1011m V. A. T. S. The said commission shall consist of 5 members whose names are as follows:

1. Rudolph McDuff
2. Jack Park
3. Ray Bentley
4. Claude Steed

Herschel C. Winn is hereby designated as chairman of Johnson County Planning Commission and is authorized to make application for federal assistance to Farmers Home Administration and sign such documents as are necessary in connection with the development of area-wide comprehensive planning. Three members of the foregoing commission constitute a quorum, and these members are given authority to replace any member resigning from the commission.

EXECUTED this 1<sup>st</sup> day of April, 1967.

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

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COUNTY CLERK

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COUNTY JUDGE

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