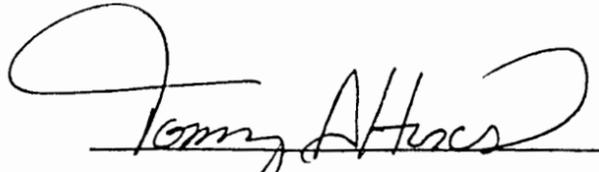


AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
JANUARY 3RD, 1983 - 9:00 A.M.

- I. SWEARING IN OF PUBLIC OFFICIALS
- II. CONSIDERATION OF HIGH BAND POLICE RADIOS
- III. CONSIDERATION OF APPROVAL OF SUNNY-DALE ESTATES
- IV. PHILLIP SZURGOT - SUB-DIVISION
- V. APPROVAL OF DELINQUENT TAX ATTORNEY
- VI. CONSIDERATION OF REPAIR TO NORTH BASEMENT ENTRANCE
- VII. CONSIDERATION OF PAINTING OF COUNTY EXTENSION OFFICE
IN BASEMENT
- VIII. PAYMENT OF BILLS
- IX. APPROVAL OF MINUTES

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Commissioners' Court is posted in accordance with Article 6252-17 Vernon's Civil Statutes.



TOMMY ALPARAS
County Judge

POSTED: DECEMBER 29, 1982
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

STATE OF TEXAS :
: JANUARY 3 1983
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 Johnson County Texas with the following members present: Billy F. Roe; Commissioner of Precinct No. 1 David Russell Commissioner of Precinct No. 2; Loyd H. Reese; Commissioner of Precinct No. 3 B. B. Aldridge; Commissioner of Precinct No. 4; Tommy Altaras; County Judge and Joe L. Townes ; County Clerk.

County Judge Tommy Altaras swore into office the following County Officials and approved the bonds for filing by the County Clerk.

Commissioner Precinct #1	Billy F. Roe
Commissioner Precinct #2	David Russell
Commissioner Precinct #4	B. B. Aldridge
District Clerk	Betty Cooke
County Clerk	Joe Townes
County Treasurer	Mildred Honea
Justice of the Peace Prec. #1	Joe Y. Post
Justice of the Peace Prec. #3	Lorene Patterson
Constable Prec. #2	Steve Curlee
County Health Officer	Arthur L. Raines MD.
County Judge Tommy Altaras sworn in by Jack Altaras	
Justice of the Peace J. L. Phinney	Prec.# 2 sworn in by District Judge C.C. "Kit" Cooke

A motion was made by Commissioner Russell and seconded by Commissioner Aldridge renewing contract between Johnson County and George J. Prappas for the collection of delinquent taxes and to make a part of these minutes the Resolution and Order.

All voted aye.

RESOLUTION AND ORDER

On this the 3rd day of January, 1983, at a Regular meeting of the Commissioners' Court of Johnson County, Texas, there came on for consideration the making of a contract for the collection of Delinquent taxes, and motion was made by Johnson County Commissioner of Princinct No. 2, seconded by Johnson County Commissioner of Precinct No. 4, that subject to approval by the State Property Tax Board and Attorney General of Texas said Commissioners' Court in behalf of said County do make and enter into a contract with GEORGE J. PRAPPAS, a licensed attorney, for the latter to collect delinquent taxes in said County for twenty (20%) percent of the amount of taxes, penalties and interest collected, said contract to end on the 31st day of December, 1983, with six months thereafter to complete pending suits, and be on forms currently promulgated and recommended by the State Property Tax Board.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

- Billy F. Roe
- David L. Russell
- Loyd Reese
- B. B. Aldridge

Those voting "No" were:

- None
-
-
-

It is therefore ordered that said contract be prepared and executed, submitted to the State Property Tax Board and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

Tommy Altaras
County Judge

Billy F. Roe
County Commissioner
Precinct No. 1

David L. Russell
County Commissioner
Precinct No. 2

Loyd Reese
County Commissioner
Precinct No. 3

B. B. Aldridge
County Commissioner
Precinct No. 4

THE STATE OF TEXAS §
COUNTY OF Johnson §

I, the undersigned, County Clerk of Johnson, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioner's Court of record in Volume 20, Page , of the Minutes of said Court.

Witness my official hand and seal this 3rd day of January,
1983.

Joe L. Towness
County Clerk

Johnson County, Texas

391A

CONTRACT FOR THE COLLECTION
DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF JOHNSON

THIS CONTRACT is made and entered into by and between JOHNSON COUNTY, acting herein by and through its governing body, joined by the State Property Tax Board, hereinafter called First Party, and GEORGE J. PRAPPAS, hereinafter styled Second Party.

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent state taxes, penalties and interest within JOHNSON COUNTY owing to the State of Texas, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes.

II.

Second Party is to call to the attention of the collector or other officials any error, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

III.

First party agrees to furnish delinquent tax statements to Second Party on all property within the taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalties and interest computed on statements before such statements are mailed to property owners.

391A

391B

IV.

Second Party agrees to file suit on and reduce to judgment and sale any property located within the County against which a tax lien would prevail provided First Party will furnish the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code §33.48 (Vernon 1979).

V.

Second Party agrees to make progress reports to First Party on request, and to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI.

First Party agrees to pay to Second Party as compensation for services required hereunder twenty (20%) percent (not to exceed twenty (20) percent) of the amount collected of all delinquent taxes, penalties and interest of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalties and interest is made to the collector. The collector shall pay over said funds monthly by check.

VII.

This contract is drawn to cover a period beginning January 3, 1983, and ending when the term of office of the current Commissioners' Court terminates; provided however that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided further that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated,

391B

391-c

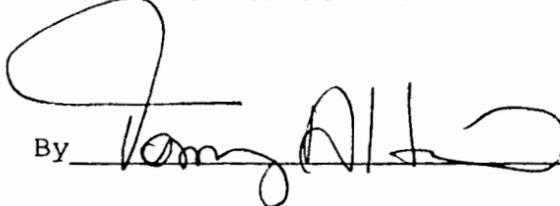
Second Party hereby accepts said employment and undertakes the performance of this contract as above written. First Party and the State Property Tax Board shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

VIII.

This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in triplicate originals this the 3rd day of January, A.D. 1983, Johnson County, Texas.

THE COUNTY OF JOHNSON

By 


GEORGE J. PRAPPAS
Attorney at Law

391-c

391-D

THE STATE OF TEXAS
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the 15th
day of February A.D., 1983.

[Signature]
Executive Director
State Property Tax Board

Examined and approved as to substance and form, on this the 13
day of February A.D., 1983.

[Signature]
Attorney General

By: [Signature]
Assistant Attorney General

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, GEORGE J. PRAPPAS, a duly licensed attorney, do certify that I have no business connection with any county office or any officer within Johnson County; and that I am not related within the second degree of affinity or within the third degree of consanguinity to any member of the Commissioners' Court now holding office in Johnson County.

[Signature]
GEORGE J. PRAPPAS

SUBSCRIBED AND SWORN to before me, by the said GEORGE J. PRAPPAS, this the 30th day of November, 1982, to certify which witness by hand and seal of office.

[Signature]
Notary Public in and for the
State of Texas

VIRGINIA SIPES
Notary Public in and for the State of Texas
My Commission Expires March 29, 1985

391-D

PROCLAMATION

WHEREAS, Agriculture has been, and continues to be a vital part of the Johnson County area economy;

WHEREAS, Agriculture is a multi-million dollar industry in the Johnson County area; and

WHEREAS, Agriculture is not only a very important aspect of the Johnson County economy, but is in fact, the very lifeblood of America's economy; and

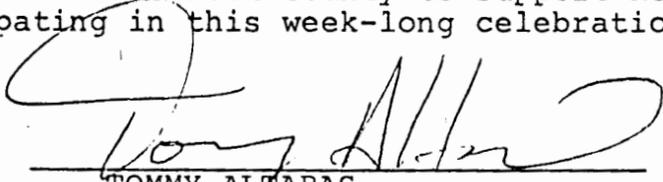
WHEREAS, the entire Johnson County area takes great pride and interest in its agricultural development and expansion, not only through the agricultural community, but also through the fine youth groups such as the Future Farmers of America and the 4-H Clubs; and

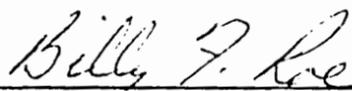
WHEREAS, the County of Johnson will be greatly honored by the presence of the noted Agriculturalist/Humorist Jerry Clower, who will appear in Cleburne during "I Love Agriculture Week", February 14-19, 1983; and

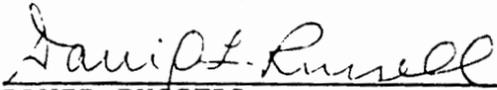
WHEREAS, Radio Station KCLE is boosting this great event with a week long exhibit and a dinner in honor of Johnson County's Agricultural Community; and

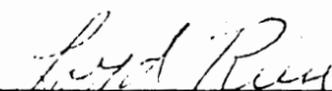
WHEREAS, Jerry Clower will record his 14th annual album on MCA Records live in Cleburne, Texas;

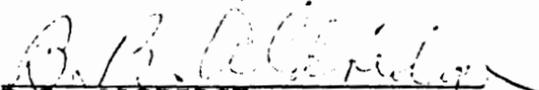
NOW, THEREFORE, BE IT PROCLAIMED, that we, Billy F. Roe, David Russell, Loyd Reese, and B.B. Aldridge, Commissioners of Johnson County and Tommy Altaras, County Judge of Johnson County, do hereby designate, February 14-19, 1983, as "I Love Agriculture Week" in support of its agriculture community, Future Farmers of America, 4-H Clubs, and Conservation Services as a whole. We do urge all of the citizens of Johnson County to support KCLE Radio Station by participating in this week-long celebration.


 TOMMY ALTARAS
 County Judge


 BILLY F. ROE
 Commissioner, Precinct #1


 DAVID RUSSELL
 Commissioner, Precinct #2


 LOYD REESE
 Commissioner, Precinct #3


 B.B. ALDRIDGE
 Commissioner, Precinct #4

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat of Lark Meadows Sub-Division Precinct No.

3. That Phillip Szurgot deposit \$500.00 for necessary inspections.

All voted aye.

No action was taken by the court on the request from Crowley II acres residents for the County to maintain Gary Ave.. a street within the sub-division. Commissioner David Russell to check into the request and take whatever action he deems necessary.

The matter of road dedication Sunny-Dale Estates Sub-division Precinct No. 2 was tabled until the next meeting of the court.

The request by Attorney Linda Neeley for the County to construct a 3/4 mile road to Ham Creek Cemetery (Kyle) was taken under advisement for study by Billy F. Roe Commissioner Precinct No. 1.

10:45 Executive Session

Reconvened in open court with all members present at 11:35 A. M

RESULTS: No action on emergency planning Civil Defense.

Approval was given to the County Agent to purchase paint and supplies to paint his office complex and to use jail trustees if agreed to by the Sheriff.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve payment of monthly bills as read by the County Auditor.

All voted aye.

No action taken by the court on repair to the north basement entry to the courthouse.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve minutes of the previous meeting as read by the County Clerk with correction on the installation of wiring for sound to be 6" conduit to the surveillance room at the County Jail.

All voted aye.

Recess at 12:00 noon.

Reconvened at 2:00 P. M.

Executive session 2:10 P. M.

RESULTS: General discussion of the hospital concerning interim agreements.

No action taken.

There being no further business court adjourned.

Joe L. Townes
COUNTY CLERK

Tommy Alt
COUNTY JUDGE

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
JANUARY 10th, 1983 - 9:00 A.M.

I. GENERAL DISCUSSION

1. Setting 1983 County Holidays ✓
2. Sheriff Huffman.....Employee for Warrant System ✓
3. J.W. Ballard.....Soil Conservationist X
4. Sheriff Huffman.....Citizen Awareness ✓

II. ELECTIONS

1. Special election for February 12, 1983 ✓

III. REPAIRS TO BASEMENT

1. Repair to North entrance of basement - P
2. Repair to basement windows - P
3. Joe Townes.....Floor covering for offices ✓

IV. CONSIDERATIONS

1. Retainership of Kenneth W. Boyd ✓

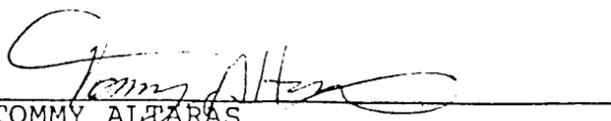
V. PLAT APPROVALS

1. Gary Mitchell.....CIM Development (2) Developments ✓

VI. SEMINARS

1. Tax Seminar, Mr. W.E. Carroll ✓

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Commissioners' Court is posted in accordance with Article 6252-17 Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: JANUARY 6 1983
9:00 A.M.
JOHNSON COUNTY

STATE OF TEXAS :
 : JANUARY 10, 1983
 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, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the County Treasurer's Report from 10/1/82 to 12/31/82.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to order a Special Election to be held in Johnson County, Texas, for the purpose of electing a United States Representative for the 6th Congressional District, to be held in all 31 voting boxes - two absentee boxes.

All voted aye.

Sheriff Huffman's request for an employee for the Warrant System was passed until the February 1, 1983 meeting.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to authorize Sheriff Huffman to purchase 500 Citizens Awareness Pamphlets - @ .33 each.

All voted aye.

The County Clerk to obtain a cost estimate for floor covering in the County Clerk's Office complex.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese

to approve the Preliminary Plat of Block I Roten Ranchette Subdivision, as presented by Gary Mitchell. Inspection fee of \$500.00 to be deposited with the County Auditor.

All voted aye.

The court did not accept for filing the Preliminary Plat of Deer Run Estates Subdivision, as presented by Gary Mitchell.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to require that plats filed in the County Clerk's Office be drawn with indelible ink.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to retain Attorney Kenneth Boyd to obtain Right-of-way parcels for proposed Farm to Market Road 3048. Initial fee in the amount of \$500.00 - to pay future payments on partial basis to be submitted by monthly progress reports.

All voted aye.

No action was taken by the court on the matter of retention dams since J. W. Ballard, Soil Conservationist, failed to appear before the court.

A motion was made by Judge Altaras and seconded by Commissioner Reese to authorize W. E. Carroll, Tax Collector, to attend a Tax Seminar to be held in Austin on February 9-10-1983.

All voted aye.

Court recessed at 11:00 A. M.

Reconvened at 11:10 A. M. with all members of the court present.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓ Roe to observe the following holidays for 1983.

1 9 8 3 H O L I D A Y S

May 30, 1983	Monday	Memorial Day
July 4, 1983	Monday	Fourth of July
Sept. 5, 1983	Monday	Labor Day
Nov. 11, 1983	Friday	Veterans' Day
Nov. 24 & 25	Thursday & Friday	Thanksgiving Day
Dec. 26	Monday	Christmas
Jan. 2, 1984	Monday	New Year's Day

A motion was made by Judge Altaras and seconded by Commissioner Reese to authorize the County Commissioners to attend the County Judge's and Commissioners Annual Meeting to be held at College Station, February 22-24, 1983.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize the County Agent to have his office complex painted at a ✓ cost not to exceed \$1,200.00.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓ Russell to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓ Russell to purchase four (4) Mobil High-Frequency radio units at \$200.00 each, from Joshua Police Department.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓ Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner ✓ Aldridge to approve all public officials bonds who were sworn into office on January 3, 1983.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

...0000000...
AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - ~~FEBRUARY~~ ^{JANUARY} 21ST, 1983 - 1:30 P.M.

Purpose of discussing the Johnson County Memorial Hospital
proposed sell.....EXECUTIVE SESSION

Correction of date concerning delinquent tax contract
Canvas Bingo Election

AND, any other matters that may arise after publication of
this Agenda. This Agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article
6252-17 of Vernon's Civil Statutes.

Tommy Altaras
TOMMY ALTARAS
County Judge

POSTED: FEBRUARY 20TH, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

THE STATE OF TEXAS,
County of Johnson

On this 21st day of January A.D. 19 83 the Commissioners of said County being called and convened in special session for the purpose of canvassing the votes and certifying the results of an election, heretofore held on the 15th day of January A. D. 19 83, to determine legalizing bingo games for charitable purposes as authorized by the Bingo Enabling Act.

in Justice-of-the-Peace Precinct #1 hereinafter called "Election District"; and a quorum being present, this Court proceeded to canvass the votes and certify the results of said election; and it appearing to the Court that said election was in all things held in conformity with law, and in accordance with an order, heretofore and on the 13th day of December A. D. 19 82, made by this Court ordering said election; and it further appearing and being satisfactorily shown to the Court that copies of said order were posted by the Sheriff of said county in the manner and form and for the length of time required by law, this Court does hereby make and enter its order declaring the result of said election and finds upon canvassing the votes thereof, the voters at said election voted and cast their votes as follows, to-wit:

FOR 312

AGAINST 171

and as a consequence the Court declares that said election has resulted in legalizing Bingo games for charitable purposes as authorized by the Bingo Enabling Act in J.P. Prec. #1 Texas.

IT IS THEREFORE DECLARED, ORDERED and DECREED by this Court that this decree be entered of record as the law requires.

Witness our hands and seal of this Court this 21st day of January 19 83

Presiding: [Signature]
Present: [Signatures of Commissioners: Bill Z. Roe, David L. Russell, Lloyd R. [unclear], B. B. Aldridge]

*Insert the proper term & strike out incorrect term.

CONNIE K. ALLEN
COURT REPORTER

GAYLA HENSLEE
COMMISSIONERS' COURT
AND CIVIL CASE SETTINGS



TOMMY ALTARAS
JOHNSON COUNTY JUDGE

THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES
817-645-7151

CARLA WILLIAMS
COURT COORDINATOR
FOR CRIMINAL MISDEMEANOR
CASE SETTINGS

DELETA SMITH
PROBATE CLERK

January 21, 1983

Dr. Tony Goodwin
Executive Vice Pres.
Methodist Affiliated Hospitals
P.O. Box 5428
Arlington, TX 76005

Dear Dr. Goodwin;

The Commissioner's Court appreciates all the hard work that is being applied to the Johnson County Memorial Hospital in regard to the proposed sale.

After meeting in executive session, the Commissioner's Court has authorized me to send you this correspondence.

Under the circumstances, we feel that official statements concerning the Hospital should be made by the Chairman of the Hospital Board or the Commissioner's Court. We don't feel that the proper person to make these statements is Jack Browder.

Again, I would request that someone in authority answer the questions forwarded to you on or about January the 11th, 1983. We are willing to meet with you as a group to bring us up to date on the progress of the proposed sale of the Hospital.

The Commissioners are, at this time, considering all proposals concerning the "Trust Fund", and we are all striving for the highest goal for the good of all the County.

Thank you for your time and involvement in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Tommy Altaras", written over a circular stamp or mark.
TOMMY ALTARAS
County Judge

TA:jn

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to adjourn.

All voted aye.


COUNTY CLERK


COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
FEBRUARY 7, 1983 - 9:00 A.M.

I. ADMINISTRATIVE

1. Salary Grievance Committee
2. Committee on Aging
3. Johnson County Industrial Foundation Board
4. Johnson County Child Welfare Board
5. Veterans Land Board
6. Johnson County Hospital Board
7. Johnson County Fire Commission
8. Historical Commission
9. Mental Health Commission

II. PERSONNEL

1. Sheriff Huffman request for warrant clerk
2. Janitorial Services

III. CONSTRUCTION PROJECTS

1. Letting Bids on County Jail Annex
2. Precinct #2 - Rock Creek Bridge...Mr. Wadsworth's Parcel
3. Proposed FM #3048

IV. FISCAL POLICIES

1. Outside Audit Report
2. Two (2) year bank depository bid

V. PLAT APPROVALS

1. Pete Newberry....."Metroplex Homestead"
2. Phillip Szurgot...."Vine Wood Addition", Phase I
3. Nellie Johnson
4. Don Pulp....."Deer Run"

VI. GENERAL DISCUSSION

1. Mr. Dan Hubin.....Sanitary Land Fill
2. J.W. Ballard.....Soil Conservationist
3. Mrs. Doris Sparkman
4. Derrel Reid.....Insurance

VII. ELECTIONS

1. Appointment of Election Judge for Box 11
2. Canvas Precinct # 1 Bingo Election

VIII. REPAIRS

1. County Clerk's Office Floor Covering

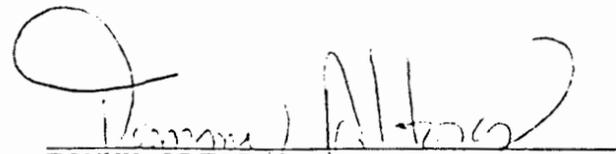
IX. UTILITY RATE INCREASE REQUESTS

1. Johnson County Electric Cooperative, Inc.

X. CONSIDERATIONS

1. Payment of Waterline in Precinct #3
2. Rent to the City of Grandview
3. Special Election Fund
4. Typewriter for District Clerk Office
5. Ed Carroll.....Amend Budget for Part-time help at Sub Courthouse

AND , any other matters that may arise after publication of this Agenda. This agenda of meeting of the Commissioners' Court is posted in accordance with Article 6252-17 Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: FEBRUARY 3RD, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

OPERATION AND MAINTENANCE AGREEMENT
Chambers Creek Watershed

THIS AGREEMENT made on February 7, 1983 is between the United States Department of Agriculture, Soil Conservation Service, hereinafter referred to as SCS, and the following organizations, hereinafter referred to as the Sponsors:

Johnson County Soil and Water Conservation District
Johnson County Commissioners Court
Hill County-Blackland Soil and Water Conservation District
Hill County Commissioners Court

The Sponsors and SCS agree to carry out the terms of this agreement for the operation and maintenance of the practices in the State of Texas. The practices covered by this Agreement are identified as follows:

Constructing floodwater retarding structure Nos. 18, 20A, 43B, 45A, 46, 46A, 47, 48, 51, 52, 75C, 87, 88, 90, 91, 92A1, 100A, 114, and 120

I. GENERAL.

A. The Sponsors will:

1. Be responsible for operating and performing or having performed all needed maintenance of practices, as determined by either SCS or the Sponsors, without cost to SCS.
2. Obtain prior SCS approval of all plans, designs, and specifications for maintenance work deviating from the O&M plan and of plans and specifications for any alteration to the structural practice.
3. Be responsible for the replacement of parts or portions of the practices which have a physical life of less duration than the evaluated life of the practices.
4. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the practices.
5. Notify SCS of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the project practices, and provide SCS with a copy of the agreement after it has been signed by the Sponsors and the other party.
6. Comply with the PROPERTY MANAGEMENT STANDARDS set forth in 7 CFR 3015.160-3015.175 and all applicable Federal, State, and local laws.
7. Provide SCS personnel the right of free access to the project practices at any reasonable time for the purposes of carrying out the terms of the agreement.

B. SCS will:

Upon request of the Sponsors and to the extent that its resources permit, provide consultive assistance in the operation, maintenance, and replacement of practices.

II. OPERATION AND MAINTENANCE PLAN (O&M PLAN).

An O&M plan for each practice included in this agreement is attached to and becomes a part of this agreement.

III. INSPECTIONS AND REPORTS.

A. The Sponsors will inspect the practices as specified in the O&M plan.

B. SCS or Federal land-administering agency may inspect the practices at any reasonable time during the period covered by this agreement. At the discretion of the state conservationist, Service personnel may assist the Sponsors in inspections.

C. A written report will be made of each inspection and provided to others as outlined in the O&M plan.

IV. TIME AND RESPONSIBILITY.

The Sponsors' responsibility for operation and maintenance begins when a practice is partially done or completed and accepted or is determined complete by SCS. This responsibility shall continue until the expiration of the evaluated life of all the installed project practices. This does not relieve the Sponsors' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

V. RECORDS.

The Sponsors will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation and maintenance. SCS may inspect these records at any reasonable time during the term of the agreement.

Name of Sponsor: Johnson County Soil and Water Conservation District

By: [Signature] Title: Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on 12-6-82 at Cleburne, Texas.

Attest: [Signature] Title: SECRETARY

Name of Sponsor: Johnson County Commissioners Court

By: [Signature] Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____.

Attest: _____ Title: _____

Name of Sponsor: Hill County-Blackland Soil and Water Conservation District

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____.

Attest: _____ Title: _____

Name of Sponsor: Hill County Commissioners Court

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____.

Attest: _____ Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

BY: _____ Title: State Conservationist

Texas Department of Human Resources

Johnson County Courthouse, Room 305
Cleburne, Texas 76031



COMMISSIONER
Marlin W. Johnston

BOARD MEMBERS
FREDERICK C. REHFELDT, M.D.
Chairman, Millsap
RAUL JIMENEZ
San Antonio
JAMES C. CONNER
Marshall

February 4, 1983

Johnson County Commissioner's Court
Johnson County Courthouse
Cleburne, Texas 76031

Dear Commissioners:

The members of the Johnson County Child Welfare Board have selected five citizens of Johnson County to be considered for new Board members. There are at present four vacant positions on the Board due to recent resignations and rotation off of the Board. We also would like to have an alternate available if another vacancy arises. Please consider the following nominations:

Mrs. Joe Sam (Andrea) Hayes
Cleburne

Ms. Jane Jones
Cleburne, Texas

Mrs. Sam (Kay) Abel
Rt. 2, Alvarado

Mrs. Don (Sara) Massey
Rt. 1, Godley

Mrs. Glen (Mary) McKittrick (alternate)
Box 296, Godley

The Board would also request that the appointments of Sandra Jones and Sid Pruitt be continued for another three year term.

Sincerely,

Todd Maslow
Supervisor

A motion was made by Commissioner Billy F. Roe and seconded by Commissioner Reese to appoint the following citizens to the Johnson County Committee on Aging - effective 2/7/83.

All voted aye.

JOHNSON COUNTY COMMITTEE ON AGING
 BOARD OF DIRECTOR'S
 11-16-82

CLEBURNE

Louise Ballman	925 Highland Dr.	645-6466	84
J.C. Barnett	P.O. Box 692	645-4046	83
James Barnett	1st Natl. Bank, P.O. Box 537	641-6631	85
Jim Boatwright	Rt. 3, Box 119	645-2757	84
Oral Bowman	Rt. 7, Box 434	641-2127	85
Shirley Clark	Postmaster, 10 N. Robinson	645-3991	83
Jim Easdon	Turner-Easdon Real Estate 1101 W. Henderson	641-9873	85
Chi Chi Edsel	606 Sunset	641-4343	84
Evelyn Evans	Rt. 6, Box 1084	645-3117	83
Austin Harris	203 S. Washington	645-6597	83
Ron Layland	Layland L-P Gas Co. Hwy. 67 S.	645-7572	85
Lois Rathgeber	Lutheran Church 1209 Wedgewood	645-9451	84
Suzanne Saylor	King's Daughters 910 Highland	641-8113	84
Susan Suits	City of Cleburne P.O. Box 657	641-1121	85
<u>JOSHUA</u>			
Marie Dowis	Older Adult Advocate P.O. Box 900, 76058	295-7119	83
David Russell	County Commissioner P.O. Box 767, 76058	645-0549	85
Opal Seals	Lone Star Gas Box 507, Cleburne, 76031	645-6633	84

11/16/82

BURLESON

Roy Cox	Realtor 700 Barkridge Tr., 76028	295-1213	83
E. Frank Leach	United Methodist Church 117 S. Dobson, 76028	295-1166	84
Nancy Jones	616 Chisholm, 76028	295-9032	85

KEENE

Dan McAdams	Older Adult Advocate 1209 Honeysuckle, 76059	641-6487	84
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GODLEY

Rose Mary Fuller	Tax Collector City of Godley, 76044	(Bus) 389-3880 (H) 389-2285	85
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GRANDVIEW

B.B. Aldridge	County Commissioner Rt. 4, 76050	866-3359	84
R.C. McDuff	Mayor Box 423, 76050	(H) 866-4480 (O) 866-3395	85

RIO VISTA

Shirley Smith	Heritage Assembly Rio, Vista, 76093	373-2204	83
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VENUS

H.E. Campbell	Older Adult Advocate P.O. Box, 215, 76084	214-366-4341	83
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EX OFFICIO

Judge Tommy Altaras	County Judge County Courthouse Cleburne, Tx., 76031	645-7151	
Ona Ballard	County Extension Agent County Courthouse Cleburne, Tx., 76031	645-6695	

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to appoint the following citizens to the Johnson County Hospital Board - effective 2/7/83.

All voted aye.

PROPOSED HOSPITAL BOARD MEMBERS
1983

- 1) Bill Anderson
- 2) George Bransom, Jr.
- 3) Dr. Jack Burton
- 4) Mrs. Frank Hyde
- 5) Dr. Steve Johnson
- 6) Rudolph McDuff
- 8) Don McNeil
- 9) Dr. Arthur Raines
- 10) Lowell Smith, Jr.
- 11) Dave Sowell
- 12) Dr. George Thomas Boyette

A motion was made by Commissioner Aldridge and seconded by Commissioner
 ✓ Reese to appoint the following citizens to the Johnson County Historical
 Commission, effective 2/7/83.

All voted aye.



Feb 4, 1983

Membership Johnson County Historical Commission

Mrs. H.F. Alfrey
 Godley, Texas 76044

Mrs. Sandra Arnold
 Rt 5 Box 18
 Cleb

Mrs. Betty Bailey
 344 S. Warren
 Burleson

Mrs. Anne Bailey
 1915 Starling Ct.
 Cleburne

Mrs. Rachel Botler
 Rt 3
 Alvarado

Mrs. Iris Ann Browder
 808 Berkley
 Cleburne

Mrs. J.A. Burch
 Grandview

Mrs. Delmar Burt
 314 N. Anglin
 Cleburne

Mr. & Mrs. A.A. Doggett
 909 W. Chambers
 Cleburne

Mrs. Jeanette Gibbs
 401 N. Cummings
 Alvarado

Mr. Bill Gray
 314 W. Wilson
 Cleburne

Mrs. Ruth Ann Hill
 7017 Lakeshore Dr.
 Cleburne

~~Mrs. Beulah Hinshaw
 Rt 2 Box 317
 Alvarado~~

Mrs. Frank Hyde
 903 Country Club Rd.
 Cleburne

Mrs. Charlottee James
 P.O. Box 1566
 Cleburne

MR. & Mrs Dan Leach
 730 N. Anglin
 Cleburne

Mrs. Carol Jean MacLean
 1216 Westhill Dr.
 Cleburne

Mrs. Cecelia May
 1511 Edgehill
 Cleburne

Mrs. Beverly McJilton
 1232 Tanglewood
 Cleburne

Mrs. Horace Moore
 506 N. Grandbury
 Cleb

Mrs. Jean Moss
1231 Crestwood
Cleburne

Mrs. Mildred Padon
902 Prairie
Cleburne

Mrs. W.C. Porterfield
508 S. Anglin
Cleburne

Mrs. Jim Sherwood
7045 Lakeshore Dr.
Cleburne

Mrs. Nancy Speaker
1008 Willowcreek
Cleburne

Mrs. O.E. Swanson
217 W. Renfro
Burleson

Mrs. Kay Walls
701 Hyde Park
Cleburne

Mrs. Shirley Wilson
Hard Luck Ranch
Rio Vista

Mrs Janet Sparks
1003 Canton
Cleburne

Mrs. Susan Hammond
1312 Loma Alta
Cleburne

Sandra Morris
412 S.W. Gregory
Burleson

Charlotte Lawson
1213 Cindy
Cleburne

Mr. & Mrs Bill Lively
736 N. Buffalo
Cleburne

Mr. & Mrs Sam Barr
615 N. Anglin
Cleburne

PROPOSED

MEMBERSHIP LIST

OF HISTORICAL

COMMISSION

1. Kimm Barnard
506 W. Wilson
Cleb. 641-2486
2. Paulette & Sam Barr
615 N. Anglin
Cleb. 641-6854
3. Delmar Burt
314 N. Anglin
Cleb. 645-8450
4. Burleson Jr, Historians
Linda Schaub
Linda Fuhlendorf
119 Hilltop Circle
Burleson, Tx. 76028
5. Mrs. Winnie Carmical
503 N. Buffalo
Cleb. 645-4018
6. Mrs. Willie Dell Culpepper
521 N. Anglin
Cleb. 645-5520
7. Gary & Anita Ewart
417 N. Wilhite
Cleb. 641-5793
8. Ted & Wendy Franks
209 Featherstone
Cb. 641-7938
9. Bill & Sheryl Gilker
208 W. Wilson
Cleb. 645-9617
10. R.T. & Sharon Gillespie
227 Featherstone
Cleb. 641-2664
11. Ron & Jo Ann Hendrickson
614 N. Anglin St.
Cleb. 641-5476
12. D'Maris Ann Irwin
26 Shannon Valley
Crowley, 76036
13. Norine P. Koch
506 W. Wilson
Cleb. 641-2486
14. B.E. Leach
730 N. Anglin St.
Cleb. 645-~~2333~~ 9498
15. Dan Leach
730 N. Anglin
Cleb. 645-3333
16. Bill & Janise Lively
736 N. Buffalo
Cleb. 641-8709
17. Walter & Louis Lisiewski
711 N. Buffalo
(soon to be 201 McAnear)
Cleb. 645-0596
18. Mrs. Bill McLean
P.O. Box 82
602 S. Robinson
Cleb. 645-7110
19. Erlynne Moore
506 N. Grandbury
Cleb. 645-6104
20. Mildred Padon
902 Prairie
Cleb. 645-0438
21. Tom & Karen Parker
419 N. Anglin
Cleb.
22. Gary & Denise Parsley
408 N. Wilhite
Cleb. 641-3835
23. Jim & Barbara Sanders
619 N. Anglin
Cb. 641-7049
24. Eddie & Betty Sewell
702 N. Buffalo
Cleb.
25. Jim & Geri Smith
610 N. Anglin
Cleb. 645-3235
26. Mrs. J.F. Swanson
736 N. Anglin
Cleb. 645-5598
27. Eugenia Andrews
Rick Waddington
410 N. Anglin
Cleb. 641-6047
28. Hester-Ruth White
26 Shannon Valley
Crowley, TX 76036
29. Phillip Taylor
308 Featherstone
Cleb.
30. Susan & Tom Christopher
505 N. Anglin

A motion was made by Commissioner Reese and seconded by Commissioner
Roe to appoint the following citizens to the Johnson County Industrial Board,
effective 2/7/83.

All voted aye.

CONNIE K. ALLEN
COURT REPORTER

GAYLA HENSLEE
COMMISSIONERS' COURT
AND CIVIL CASE SETTINGS



TOMMY ALTARAS
JOHNSON COUNTY JUDGE

THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES
817-645-7151

CARLA WILLIAMS
COURT COORDINATOR
FOR CRIMINAL MISDEMEANOR
CASE SETTINGS

DELETA SMITH
PROBATE CLERK

February 4, 1983

JOHNSON COUNTY INDUSTRIAL BOARD

Mr. Jack V. Standley
1218 Westhill Drive
Cleburne, Texas 76031

Mr. Eddie Saylor
910 Highland
Cleburne, Texas 76031

Mr. H.L. Cain
505 N. Buffalo
Cleburne, Texas 76031

Mr. Jerry Pritchard
P.O. Box 288
Route #1
Alvarado, Texas 76009

Mr. Jim Jenkins
130 Cliffside Drive South
Burleson, Texas 76028

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to appoint the following citizens to the Johnson County Veterans' Land Board Committee, effective 2/7/83.

All voted aye.

Mr. John Robinson
P.O. Box 21
Alvarado, Texas 76009

Mr. L. S. Moore
Route 1, Box 101
Godley, Texas 76044

Mr. Eddie Saylor
Clebume National Bank Bldg.
#1 North Main Street
Clebume, Texas 76031

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to appoint the following citizens to the Johnson County Fire Commission.

All voted aye.

Mr. Bob Craft
1215 Hix Rd.
Clebume, Texas 76031

Mr. J. W. Dickey
Rt. 1
Godley, Texas 76044

Mr. Roy Forsythe
Box 193
Rio Vista, Texas 76093

Mr. F. B. Miller, Jr.
Joshua, Texas 76058

Mr. Jack Hix
Trailwood E
Burlison, Texas 76028

Appointment of members to the Mental Health Commission will be made at the February 14, 1983, meeting of the Commissioners' Court.

The court passed on letting bids on the County Jail Annex until the review is completed by the State Jail Standards Commission.

No action was taken by the court on Rock Creek Bridge, Wadsworth Parcel until Commissioner David Russell is present.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to retain Ben B. Szurgot as appraiser for the land acquisitions on Farm to Market Road 3048, and to pay a \$500.00 retainer fee.

All voted aye.

Ben B. Szurgot

P. O. Box 254

Burleson, Texas 76028

January 11, 1983

Hon Tommy Altaras, Judge
Johnson County, Texas
Cleburne, Texas 76031

Re: Appraisals - Proposed
Farm to Market Road
3048, Keene - Joshua
Johnson County, Texas

Dear Judge Altaras:

In reference to our meeting with you yesterday, in company with Mr. Kenneth Boyd, Attorney for the County, please let me state my appreciation for the opportunity to serve our county as the appraiser on the referenced proposed project in the acquisition of the land for this project.

As you are aware, we will need an updated alignment map showing current ownership of the land involved in this project.

It is our intention to start immediately in the gathering of recent sales data of land to be used as sale comparables for this project.

As we discussed in our meeting yesterday, it is expected to take upward of one year to complete the appraisals and land acquisition. In order not to create a large, one time, billing for our appraisal service, if agreeable with you, we would suggest billing the county on a monthly basis for appraisals completed and submitted during that month. Even though many factors are involved in appraisals of this nature, it is our further intentions to keep the cost of each to a minimum. This cost is estimated to range between \$150.00 and \$250.00 for each appraisal.

In order to help defray the initial expense of gathering sales data, we would appreciate receiving a \$500 retainer fee.

Once again I wish to thank you for the opportunity to be of service to our county.

If you have any questions concerning this phase of the project, I will be pleased to furnish any additional information upon request.

Respectfully Yours,



Ben B. Szurgot

✓ County Auditor Robert M. Wylie informed the Court that the outside
audit is not complete.

✓ Bids on the County Bank Depository will be opened at the February 14,
1983, meeting of the Commissioners' Court.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe
to approve the revised plat of Phase I Metroplex Homestead Subdivision.

All voted aye.

✓ The plat of Homestead Subdivision Phase III was passed for further study
by the County Engineer.

✓ A motion was made by Commissioner Roe and seconded by Commissioner
Aldridge to approve the Preliminary Plat of Homestead Subdivision, Phase IV
upon deposit of a \$100,000.00 letter of credit.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner
Aldridge to approve the Plat of Vine Wood Addition Phase I, subject to pre-
paring the plat for recording in the plat records of Johnson County.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner
Roe to approve the Preliminary Plat Towering Oaks Subdivision, Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner
Reese to approve Preliminary Plat Deer Run Subdivision, Precinct No. 4.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner
Reese to employ a warrant clerk for the Sheriff's Department, effective Feb.
7, 1983, at the minimum wage.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner
Roe to advertise for janitorial services for the courthouse. Job description
to be furnished by the County Auditor's Office.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner
Aldridge to table the request of Mr. Dan Hubin, in regard to his opposition to
the proposed solid waste permit. Application #1417, Johnson County Sanitary
Landfill, Inc.

All voted aye.

DOCKET NO. 4961

APPLICATION OF JOHNSON COUNTY
ELECTRIC COOPERATIVE, INC.
FOR AUTHORITY TO CHANGE RATESPUBLIC UTILITY COMMISSION
OF TEXAS

NOTICE OF PREHEARING CONFERENCE

On January 14, 1983, Johnson County Electric Cooperative, Inc. (the Coop) filed with the Commission a statement of intent to increase its rates within all unincorporated areas in Johnson, Hood, Tarrant, Bosque, Somervell and Ellis Counties which it serves. This application would result in an annual revenue increase of \$1,515,785 or approximately 8.3% of test year gross operating revenue. All customers and classes of customers will be affected. A copy of its application, specifying in detail each proposed change, is available for public review at the Commission offices.

The Commission has jurisdiction over this matter pursuant to Sections 16, 17(e) and 37 of the Public Utility Regulatory Act (P.U.R.A.), Tex. Rev. Civ. Stat. Ann. art. 1446c (1980). Pursuant to P.U.C. PROC. R. 052.01.00.024(b) and 052.01.00.052, a prehearing conference will be conducted herein at 9:00 a.m. on Monday, January 31, 1983, at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas. The scope of the prehearing conference will include:

1. Setting an appropriate timetable for discovery, for pre-filing of direct testimony and for any other matters to be resolved or completed prior to the hearing on the merits.
2. Scheduling a hearing on the merits.
3. Consideration of any motions to intervene, motions for dismissal or for suspension of the effective date of the proposed rates, or any other motions before the Commission at that time.
4. Consideration of any other matters which may aid in the simplification of the proceedings and the disposition of any issues in controversy including the stipulation of uncontested matters.
5. Consideration of any other matters falling within the ambit of P.U.C. PROC. R. 052.01.00.052 which may be raised at the prehearing conference.

In accordance with P.U.C. PROC. R. 052.01.00.024(b), motions to intervene shall be filed in this case on or before Monday, January 24, 1983 and written protests shall be filed on or before Monday, February 28, 1983.

In accordance with P.U.R.A. Section 43(c), the Co-op is hereby directed to provide a copy of this notice to the governing bodies of all municipalities and counties affected by this proposed rate change. In accordance with P.U.R.A. Section 43(a) and P.U.C. PROC. R.

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052.01.00.043(a)(2)(B), the Co-op is hereby directed to provide a copy of its statement of intent and proposed rate schedules to all affected municipalities and counties.

Requests for a Court Reporter to be present at this prehearing conference shall be made in writing to this examiner on or before Thursday, January 27, 1983.

ENTERED AT AUSTIN, TEXAS, on this the 20th day of January, 1983.

PUBLIC UTILITY COMMISSION OF TEXAS

Mary Ross McDonald

MARY ROSS McDONALD
HEARINGS EXAMINER

tgb

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CONNIE K ALLEN

GAYLA HENSLEE
COMMISSIONERS' COURT
AND CIVIL CASE SETTINGS

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TOMMY ALTARAS
JOHNSON COUNTY JUDGE
THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES
817-645-7151

January 31, 1983

CARLA WILLIAMS
CLERK OF DISTRICT COURT
FOR CRIMINAL, MUNICIPAL &
CASE SETTINGS

DELETA SMITH
PROBATE CLERK

Mr. Davis McGill
Sixth Congressional District
Special Election Fund
1119 Villa Maria Rd.
Eryan, Texas 77801

RE: Feb. 12, 1983
Election- Special Election
Fund

Dear Mr. McGill,

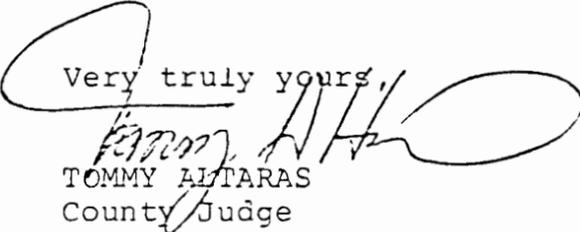
I am in receipt of your letter of January 25, 1983 in regard to the special election in the Sixth Congressional District.

Johnson County will be having it's Commissioners' Court meeting on February 7, 1983. I have placed this agenda.

I am unfamiliar with the type of proposal and I do not know the legality of individuals, corporations, or firms making contributions to hold an election.

If the federal government were concerned about the expenses of an election, I personally feel that they would have anticipated a like situation and funded it before now. I do not feel that special interest groups should be involved, in any manner, with election funding.

Very truly yours,


TOMMY ALTARAS
County Judge

TA/gcn

CONNIE K. ALLEN
COURT REPORTER

GAYLA HENSLEE
COMMISSIONERS' COURT
AND CIVIL CASE SETTINGS



TOMMY ALTARAS
JOHNSON COUNTY JUDGE

THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES
817-645-7151

CARLA WILLIAMS
PROBATE CLERK

DELETA SMITH
PROBATE CLERK

(Cont.)

cc: Hon. Joe Grubbs
County Judge
Ellis County Courthouse
Waxahachie, Texas 76165

Hon. Milton Meyer, County Judge
Hood County Courthouse
Granbury, Texas 76048

Hon. Gordon R. Eubanks
Hill County Courthouse
Hillsboro, Texas 76645

QUOTATION

RESIDENTIAL COMMERCIAL

From

KING
CARPET

Buddy & Jeanell King-Owners
CARPET-VINYL-CERAMIC TILE-CEILING FANS
SAMPLES SHOWN IN YOUR HOME
CALL 645-2247 Night Phone 645-5776
2201 N. Main Cleburne, Tex. 76031

Inquiry No. _____

Date _____

Terms _____

Prices quoted are
F.O.B. _____

Delivery _____

To Joe L. Townes, County Clerk
Courthouse
Cleburne, Texas 76031

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Front entry (wood tile)		375.00
	Carpet - Work Area (direct glue)		579.60
	Repair floor and tile-records room		300.00
	Moving furniture and files		<u>50.00</u>
	Total		\$1,304.60
	Total Bid		\$1,300.00

Put on agenda →

King

By _____

Motion was made by Judge Altaras to amend the County Tax Collectors' budget to include additional part time help for the Sub-Courthouse in Burleson.

Motion died for lack of a second.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve purchase of a typewriter for the District Clerk's Office at an approximate cost of \$850.00.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the Commissioner of Precinct No. 3 to sell a 1955 Model Chevrolet (junker) pickup.

All voted aye.

A complaint filed with the Commissioner of Precinct No. 3, in regard to dogs killing sheep in open pastures, was referred to the County Attorney.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve minutes of the previous meetings, as read by the County Clerk.

All voted aye.

A motion was made by County Judge Altaras and seconded by Commissioner Roe to pay the first of each month for the Burleson Sub-courthouse \$400.00 plus one-half of the utility bills.

All voted aye.

Court recessed at 12:00 Noon.

Reconvened in open court at 1:30 P. M. with the following present:

- Judge Altaras, County Judge
- Billy F. Roe, Commissioner of Prec. #1
- Loyd H. Reese, Commissioner Prec. #3
- B. B. Aldridge, Commissioner Prec. #4

A motion was made by Judge Altaras and seconded by Commissioner Reese to allow Commissioner Billy Roe to repair certain property at the intersection at John's Grocery and S. H. 174 in Precinct No. 1.

All voted aye.

There being no further business, court adjourned.

Joe L. Townes
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

...ooo0ooo...

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AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - FEBRUARY 9TH, 1983 - 10:00 A.M.

Purpose of discussing the Johnson County Memorial Hospital
proposed sell.....EXECUTIVE SESSION

AND, any other matters that may arise after publication
of this agenda. This agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article 6252-17
of Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: February 3rd, 1983
9:00 A.M.
Johnson County Courthouse

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STATE OF TEXAS :
 : FEBRUARY 9, 1983
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Tommy Altaras, County Judge. Meeting in executive session to discuss the Johnson County Memorial Hospital proposed sale.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge that the committee concerning the foundation report its results to the full board of directors of the Johnson County Memorial Hospital and that negotiations continue with Methodist Affiliated Hospital.

All voted aye.

There being no further business, court adjourned.

Joe L. Townes
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

FEBRUARY 14TH, 1983 - 9:00 A.M.

X I. COMMISSION REPORT: FIRE COMMISSION

7A. Chairman...Bob Craft

4B. Treasurer..Roy Forsythe

XII. PLAT APPROVALS

x 1. Silvio Picca.....Golden 60's Plat

x 2. Pete Newberry....."Homestead" Plat Approval

III. CONSIDERATIONS

x 1. Insurance..... Derrell Reid

N.A 2. Grant.....Camera -

XIV. BIDS - COUNTY DEPOSITORY10:00

XV. GAS AHOL PROJECT

xVI. Transfer of Accounts.....Auditor Bob Wylie

VII. BOARDS

~~N.A~~ 1. Mental Health Commission

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of the Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: February 11, 1983
9:00 A.M.
Johnson County Courthouse

STATE OF TEXAS :
 COUNTY OF JOHNSON : FEBRUARY 14, 1983

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Tommy Altaras, County Judge, Joe L. Townes, County Clerk.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to accept the Financial Statement and expenditures of Johnson County Rural Fire Prevention District for the year 1982.

All voted aye.



Johnson County
 Rural Fire Prevention District
 BOB CRAFT- PRESIDENT



ROY FORSYTHE-SEC/TREASURER
 F. B. MILLER- M

JACK HIX- VP
 J. W. HICKEY- M

FINANCIAL STATEMENT - YEAR 1982

REPORT PERIOD: 1-1-82 THRU 12-31-82

BALANCE BROUGHT FORWARD ON 1-1-82 - \$2,105.92

INCOME RECEIVED:

3% County Fire Tax	\$202,000.00
Refund from Central Appraisal District	349.89
Interest from NOW account	113.73
TOTAL INCOME	<u>\$202,463.62</u>

EXPENSES:

City of Alvarado & Alvarado Vol. Fire Dept.	\$ 16,000.00
Bono Volunteer Fire Dept., Inc.	16,000.00
Briar Oaks Vol. Fire Dept., Inc.	16,000.00
City of Burleson & Burleson Vol. Fire Dept.	16,000.00
City of Godley & Godley Vol. Fire Dept.	16,000.00
City of Grandview & Grandview Vol. Fire Dept.	16,000.00
City of Joshua & Joshua Vol. Fire Dept.	16,000.00
City of Keene & Keene Vol. Fire Dept.	16,000.00
Liberty Chapel Volunteer Fire Dept., Inc.	16,000.00
City of Rio Vista & Rio Vista Vol. Fire Dept.	16,000.00
City of Venus & Venus Vol. Fire Dept.	16,000.00
Central Appraisal District	2,759.47
Office expense	435.75
Bond for Secretary Roy Forsythe	100.00
TOTAL EXPENDITURES	<u>\$179,295.22</u>

BALANCE BROUGHT FORWARD 1-1-1982

\$ 2,105.92

NET BALANCE AS OF 12-31-1982

\$ 25,274.32

Bob Craft
 Bob Craft - President

Roy Forsythe
 Roy Forsythe - Sec/Treasurer



Johnson County
Rural Fire Prevention District



BOB CRAFT - PRESIDENT

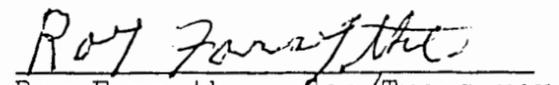
ROY FORSYTHE - SEC/TREASURER
F. B. MILLER, JR. - M

JACK HIX - VP
J. W. DICKEY - M

EXPENDITURES FOR FIRE DEPARTMENTS - YEAR OF 1982

ALVARADO VOLUNTEER FIRE DEPARTMENT	\$10,327.79
BONO VOLUNTEER FIRE DEPARTMENT, INC.	\$16,320.33
BRIAR OAKS VOLUNTEER FIRE DEPARTMENT, INC.	\$19,015.43
CITY OF BURLESON & BURLESON VOL. FIRE DEPT.	\$55,461.97
GRANDVIEW VOLUNTEER FIRE DEPARTMENT	\$25,825.00
JOSHUA VOLUNTEER FIRE DEPARTMENT	\$21,399.74
GODLEY VOLUNTEER FIRE DEPARTMENT	\$13,653.81
CITY OF KEENE & KEENE VOL. FIRE DEPT.	\$39,234.00
LIBERTY CHAPEL VOLUNTEER DEPARTMENT, INC.	\$16,424.42
LILLIAN VOLUNTEER FIRE DEPARTMENT, INC.	\$16,434.02
MID-NORTH VOLUNTEER FIRE DEPARTMENT	\$.00
RIO VISTA VOLUNTEER FIRE DEPARTMENT	\$ 8,627.21
VENUS VOLUNTEER FIRE DEPARTMENT	\$ 8,915.48
TOTAL EXPENDITURES	\$251,639.20


Bob Craft - President


Roy Forsythe - Sec/Treasurer

A motion was made by Commissioner Reese and seconded by Commissioner Russell to table for further study the filing of subdivision plats without dedication of roadways.

All voted aye.



DAN M. BOULWARE
COUNTY ATTORNEY

JOHNSON COUNTY
COURTHOUSE P.O. BOX 614
CLEBURNE, TEXAS 76031
817 645-8895

February 8, 1983

Hon. Tommy Altaras
County Judge
Johnson County Courthouse
Cleburne, Texas 76031

Re: Approval of Sub-division Plat
Without Dedication of Roadways

Dear Judge Altaras:

I have researched the law and find no legal impediment to the County approving a plat of a sub-division without accepting the roadways as dedicated. It is my opinion that on the face of the plat before it is filed the roads should be shown as private roads and a statement should be on the face of the plat before signed by the commissioners to the effect that the roadways are to be maintained as private roadways and are not subject to County maintenance.

Yours very truly,

Dan M. Boulware
County Attorney

DMB/bcw

cc: Hon. Terry Bradley

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Preliminary Plat of Homestead Subdivision Phase III, subject to letter of credit. That no buildings will be constructed in the low lying area as designated on the plat.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to transfer the remaining funds in the amount of \$2,738.43 in the Justice of the Peace Precinct 1, Place 1, from the Cleburne National Bank into the various regular county funds.

All voted aye.

Recess at 9:50 A. M.

Reconvened in open court at 10:00 A. M. with all members of the court present.

Bids for County Depository for the next two (2) years were opened by the County Judge at 10:00 A. M. from:

Cleburne National Bank
First National Bank - Cleburne
First State Bank - Cleburne

The bids to be studied by the Commissioners' Court and a depository to be accepted at the next meeting of the court.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve for employee payroll deductions National Family Care Insurance Company, if deductions for Colonial Insurance can be dropped.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the results of the Special 6th Congressional District Election, as canvassed in open court.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve a part time employee for the Burleson sub-courthouse Tax Department for 90 days. Funds to be taken in the amount of \$1,200.00 from the County Judge's Court reporter budget.

All voted aye.

No action was taken by the court to amend the contract on the Burleson Sub-Courthouse. Present contract to remain in force.

No action was taken by the court to convert two county cars for gasahol use, as requested by Mike Rodriques of Lillian.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

The State of Texas,
County of Johnson

} Know All Men by These Presents:

Made this first day of December, A. D. 19 82, by and between

James and Doris Couch

, known herein as LESSOR,

and

The Johnson County Commissioners Court

, known herein as LESSEE,

(The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

WITNESSETH, That the said Lessor does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the County of Johnson, State of Texas, and being located at 229 W. Ellison, Burleson, Texas, the Lessee shall occupy Suites 100, 102 and 105 of said building,

for the term of one year beginning the First day of January A. D. 19 83 and ending the thirty-first day of December, 1983, paying therefor the sum of four hundred dollars plus one-half (1/2) of the utilities DOLLARS, payable on the first day of each month to James or Doris Couch, P. O. Box 340, Burleson, Texas, 76028-0340,

upon the conditions and covenants following:

First. That Lessee will well and PUNCTUALLY pay said rents in manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.

Second. That the said premises shall be used for

The Johnson County Sub-Courthouse

and for no other purpose.

Third. That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, IN WRITING, thereto first obtained.

Fourth. That on failure to pay the rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at Lessor's discretion and Lessor or Lessor's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of these presents.

~~Fifth. That the building being used for a public building to serve the general public, the existing non-smoking code shall be adhered to.~~

Smoking in Room 105

IN TESTIMONY WHEREOF, The parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

James Couch
....., LESSOR
Doris Couch
....., LESSOR
Tommy Alt
....., LESSEE

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adjourn.

All voted aye.

Joe L. Townes COUNTY CLERK Tommy Aldridge COUNTY JUDGE

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

MARCH 7, 1983 - 9:00 A.M.

I. GENERAL DISCUSSION 9:00 - 9:30

- 1. Ron Hughes...C.C.A. Telephone System
- 2. Mrs. Doris Sparkman
- 3. Courthouse Maintenance
- 4. Judge J.L. Phinney, Completion of J.P. Course
- 5. Recording of Official Miles....Precinct #2
- 6. Award of Bank Bids

II. JAIL REVIEW 9:30

- 1. Bud Reis....Reis & Associates...Update on Jail

III. PLAT APPROVAL

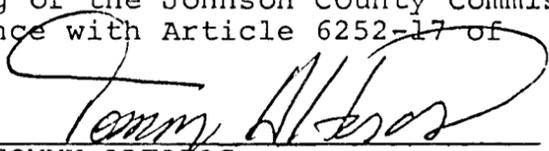
- 1. Pete Newberry....."Homestead"...Phase V

IV. CONSIDERATIONS

- 1. Additional Telephone in Treasury Office
- 2. Additional Telephone line in District Clerk Office
- 3. Salary adjustment for Commission of Precinct #2... retroactive to January 1, 1983
- 4. Repair to off-road C.R. #714, commonly referred to as Crosby Lane....Precinct #3
- 5. Floor covering for Judge Cooke's Office
- 6. Mike Aten.....Hams Creek
- 7. Repayment of Court costs
- 8. Consideration of Storage
- 9. Consideration of widening a bridge in Precinct #3, C.R. # 401...South of Alvarado
- 10. Typewriter for Constable Office, Precinct #3
- 11. Resolution

V. PAYMENT OF BILLS

AND, and other matters that may arise after publication of this Agenda. This Agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.


 TOMMY ALTARAS
 County Judge

POSTED: MARCH 1, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

43

Agency: Administrative
Judge J. L. Phinney
Completion of
J.P. Course

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

February 9, 1983

Hon. Tommy Altaras
Johnson County
Courthouse
Cleburne, Texas 76031

Dear Judge Altaras:

During the week of January 30-February 4, 1983, Judge J. L. Phinney successfully completed a forty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,



Scott C. Smith
Executive Director

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese that the mileage record of county roads in Precinct No. 2 be made a part of these minutes.

All voted aye.

Precinct #2

*** Moved From Precinct #3

Rd #	Miles
*** 704	2.20 + 3.40 = 5.60
705	3.50
706	1.95
709	2.50
710	2.65
*** 711	2.65
711-A	1.40
711-B	0.50

800 - 2.00 (Remainder moved to Precinct #1) ??

800-B	1.85
800-C	0.35
801	0.50
802	3.20
802-A	0.25
803	4.20
803-A	0.20
803-B	0.25
803-C	0.65
803-D	0.25
805	4.90
805-B	3.50
805-C	0.50
805-D	0.20
805-E	0.40
*** 806	4.40
807	2.00
812	0.90

Total Co Rd = 181.10
 + 1st addn = 31.70
 Total = 212.80
 (plus ^{prec #3} 4 AC)

Sheet Total = 46.75

Precinct # 2

Rd. #	Miles
850 -	0.60
905 -	3.20
905A -	0.30
906 -	1.05
907 -	0.75
908 -	0.70
909 -	1.40
910 -	2.15
911 -	2.30
912 -	1.50
913 -	11.75
914 -	1.50
914A -	1.75
915 -	4.95
915A -	0.75
916 -	2.90
917 -	3.20
918 -	3.50
919 -	2.45
920 -	7.20
920A -	0.35
921 -	0.50
1000 -	4.15
1001 -	4.25
1002 -	1.65

Sl. Total = 66.80

\$45.00

X Miles to Prec #1

Precinct #2

Precinct #	Miles
1003-A	1.60
1004	2.50
1005	1.15
1006	3.70
1007	1.55
1008	1.70
1009	2.25
1010	1.45
1010-A	0.55
1011	1.40
1012	1.25
1013	1.40
1013-A	1.05
1014	2.40
1014-A	1.60
1015	2.90
1015-A	0.30
1016	3.70
1016-A	1.10
1017	2.00
1019	0.80
1020	2.00
1021	2.80
1022	2.00
1023	1.30

Rd #	Miles	Precinct #
1127	2.35	—
1128	2.20	—
1129	1.15	—
1130	2.80	—
1130 1131A	2.50	—
1230 1230	3.70	—
1231	0.80	—
1232	3.10	—
1233	2.80	—
1233 A	1.15	—

$$51.1 - 1.1 = \underline{22.55}$$

Precinct #2	
Subdivisions	Miles
Milstead Acreage	0.25
Post Oak Place	0.05
Thousand Oaks	0.65
Mountain Valley Estates	4.60
Wildwood Estates	0.90
East Hills Add	0.20
Little Brook Estates	0.70
Oak Haven Estates	1.10
Ridgecrest Estates	3.95
Broad Valley Farm	0.85
Lace Lane	0.75
Cosby Lane	0.30
Shannon Valley Estates	1.25
Brushy Nob Add	1.55
Sundance & Space Acres (south)	2.95
Paradise Park	0.65
Caddo Ac	0.70
Caddo Peak Estates	1.55
Space Acres North	1.30
Oak Park Estates	0.80
Caddo Forest Estates	0.95
Emerald Forest Estates	2.05
Summit Ridge	1.60
Valley View	0.75
Westridge Terrace	1.30
	<hr/>
	31.70

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

THAT FOR AND IN CONSIDERATION of the total sum of Three Thousand Five Hundred and no/100 Dollars (\$3,500.00), the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby compromise, settle and fully release and forever discharge LaFrederick Mathis and all other persons, firms, organizations or corporations, whether named herein or not, of and from any and all claims, demands, controversies, actions or causes of action which I have held or may now hold or in the future own or hold for property damages, personal injuries, damages concerning the claims-handling of this loss or any other loss, whether known or unknown, arising from or in any way growing out of or resulting from the accident of January 10, 1982.

For the aforesaid consideration, each of the undersigned hereby agrees to dismiss with prejudice to the refiling of same in any form Cause No. 249-56-82, now pending in the 249th District Court of Johnson County, Texas, styled "Johnson County, Texas vs. LaFrederick Mathis", costs to be borne by the party having incurred such costs).

I understand that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission of liability on the part of the person, persons, firms, organizations or corporations hereby released, by each of whom liability is expressly denied.

This Release contains the entire agreement of the parties hereto and the terms of this Release are contractual and are not a mere recital.

In making this agreement of compromise and settlement, the undersigned hereby states that he has not relied upon any statement or representation pertaining to this matter made by those persons or entities hereby released, their employees,

servants or agents, or by any person or persons representing them.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and has signed same as his own free act.

WITNESS MY HAND this 7 day of MARCH, 1983.

JOHNSON COUNTY, TEXAS

By: Tommy Altaras
Title: County Judge

STATE OF TEXAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY ALTARAS, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed same on behalf of Johnson County as duly authorized by the County Commissioners of Johnson County, and that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of March, 1983.

Connie D. Allen
Notary Public in and for
Johnson County, Texas

My commission expires:
9-30-85

RELEASE APPROVED AND
PAYMENT ACKNOWLEDGED:

Wayne Bridewell
WAYNE BRIDEWELL
Asst. District and County Attorney

A motion was made by Commissioner Reese and seconded by Commissioner ✓
Roe to approve the name J. R. Brooks Road be placed below the road marker sign
County road 602 A.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓
Reese to authorize the County Auditor to advertise for a courthouse maintenance
employee to replace J. B. Redding, who is retiring May 1, 1983.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner ✓
Russell to pass until the March 14, 1983 meeting of the Commissioners' Court the
naming of a County Depository for the next two years.

All voted aye.

An update on the County Jail was presented by Mr. Bud Reis of Reis &
Associates, Architect for the Jail Expansion project. Corrections and alterat-
ions on the jail plans, as required by the State Jail Standards Commission,
consist of:

1. Include 4'8" Security Corridor around the jail cells in the
surveillance area, which is on the back side of the first floor.
2. Will have to add 5 or 6' to the current plans to allow for the
security corridor, which can be done with no additional budget changes.
3. Air changes to 15 times per hour in the jail area have been made
and approved.
4. Final approval from the Jail Standards Commission is expected by
March 14, 1983.

A motion was made by Commissioner Reese and seconded by Commissioner Roe ✓
to approve the Preliminary Plat of Homestead Phase V Subdivision. \$100,000.00
letter of credit to be deposited with the County Auditor by Mr. Pete Newberry.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner ✓
Reese to approve the installation of an additional telephone (extension) for the
County Treasurer's Office.

All voted aye.

Request for an additional telephone line for the District Clerk's ✓
Office was passed until a cost estimate is made.

A motion was made by Commissioner Roe and seconded by Commissioner ✓
Aldridge to adjust the salary of the Commissioner of Precinct No. 2 to the same
as the other Commissioners' salaries, retroactive to January 1, 1983.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to authorize the Commissioner of Precinct No. 3 to repair off-road CR #714-referred to as Crosby Lane.

FOR

Billy F. Roe
David Russell
Loyd H. Reese

B. B. Aldridge
(Abstained)

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve floor covering for Judge Cooke's Office in the amount of \$1,112.00.

All voted aye.

RESIDENTIAL COMMERCIAL

From

KING
CARPET

Buddy & Jeanell King-Owners
CARPET-VINYL-CERAMIC TILE-CEILING FANS
SAMPLES SHOWN IN YOUR HOME
CALL 645-2247 Night Phone 645-5776
2201 N. Main Cleburne, Tex. 76031

To

Johnnie Lee Ayers

Johnnie Lee

QUOTATION

Inquiry No. _____

Date 3-1-53

Terms _____

Prices quoted are F.O.B. _____

Delivery _____

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	<i>Paint to be installed in office</i>		
	<i>Carpeting entry</i>		
	<i>Carpeting in kitchen</i>		
	<i>King Carpet Co</i>		
	<i>3/1-53</i>		



CITY OF CLEBURNE
FIRE DEPT.

*Send copy to each
Commissioner
Agenda under Courthouse
Maintenance.*

January 25, 1983

Alvarado
Honorable Tommy Altaras
County Judge
Johnson Co., Texas

Dear Sir,

Concerning the Fire Safety Survey made on the Court House, Friday, January 21, 1983, we wish to express our appreciation for permission to make this survey and to thank the court house custodian Mr. J.B. Redding for his assistance.

Conditions throughout the main areas of the Court House were found to be clean and well maintained. However, the storage area in the tower does present a hazardous condition that need prompt corrective action.

A complete cleaning of this storage area is needed, boxes of paper materials have fallen or been spilled leaving combustible materials scattered throughout the storage area. Boxes have also been piled so as to block aisles and excess in this area.

If each office using this area for storage would review their materials and eliminate all materials no longer needed, then maintain their individual storage area, a greater level of fire safety would be maintained.

Cigarette butts were also noted on the floor in the storage area, it is recommended that a large butt can be placed at the head of the stairs for proper disposal of cigarettes prior to entering the storage area.

It is further recommended that consideration be made of increasing the fire extinguisher coverage throughout the Court House by adding at least one Dry Chemical or CO2 (B.C. Rated) extinguisher on each floor for use on an electrical or small chemical type fire.

Again, we wish to thank you for your continued cooperation and concern for greater fire safety.

Sincerely,

lw:cc: L.E. McVicker, Chief

L.F. Grayson
L.F. Grayson, Fire Marshal

**The Atchison, Topeka and Santa Fe Railway Company**

— A Santa Fe Industries Company —

900 Polk Street, Amarillo, Texas 79171

Telephone 806/376-5131

March 1, 1983
File: Ct 847

Johnson County, Texas
c/o County Judge
Cleburne, Texas 76031

Gentlemen:

You are a party to that certain agreement including any supplements thereto, with The Atchison, Topeka and Santa Fe Railway Company dated July 1, 1957, and identified in Santa Fe's records as Contract No. GCSF 33863, covering site for a warehouse and storing equipment at Joshua, Johnson County, Texas.

Such agreement provides that the amount of rental for the lease may be revised at the end of each three year period. A minimum rental of \$360.00 per year has been adopted on all leases used for or in connection with industrial or commercial purposes, and you are hereby notified that the rental will be \$360.00, effective April 1, 1983.

The next bill you receive for rental will reflect the above increase.

If there are any questions, please write us.

Yours truly,

B. C. Lancaster
Assistant to General Manager

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize the Commissioner of Precinct No. 3 to haul six (6) loads of gravel for the Alvarado School District.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to send a Resolution to Senator Glasgow and Representative Bruce Gibson, opposing Senate Bill 148 and 382.

All voted aye.

A motion was made by Judge Altaras and seconded by Commissioner Roe to authorize payment of monthly bills, as read by the County Auditor, including the travel of W. E. Carroll, Tax Collector in the amount of \$165.77.

FOR

Judge Altaras
Billie Roe
David Russell

AGAINST

Lloyd H. Reese
B. B. Aldridge

Motion carried.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese not to pay repairs done on the sub-courthouse, Burleson, in the amount of \$402.50.

FOR

Judge Altaras
David Russell
Lloyd H. Reese
B. B. Aldridge

Billy F. Roe
(Abstained)

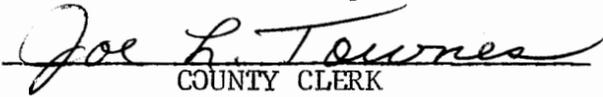
Motion carried.

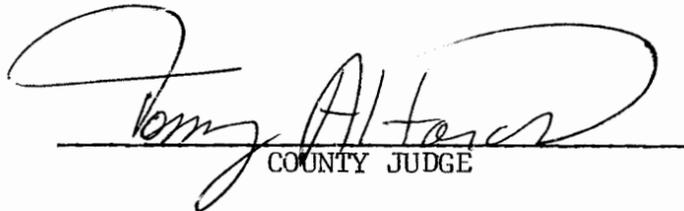
A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Russell to adjourn.

All voted aye.


COUNTY CLERK


COUNTY JUDGE

... 000 0000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

MARCH 14th, 1983 - 9:00 A.M.

I. PLAT APPROVALS

- 1) Mr. L.T. Ballew.....Preliminary Plat
- 2) Mr. Picca....."Golden 60's"
- 3) Pete Newberry....."Homestead"...Phase 6,7,8,& 9
- 4) Dean Scott....."Gordon's Eden"..Preliminary Plat
- 5) Jeff Johnson....." The Forest"

II. GENERAL DISCUSSION

- 1) Award of Bank Bid
- 2) Fieldsdale Subdivision

III. CONSIDERATIONS

- 1) Consideration of Storage
- 2) Earl Green & Mary Jane Walker.....Probation & Detention
Seminars.....March 20-22 and March 23-25, 1983
- 3) Bush vs. Viterna

IV. PAYMENT OF BILLS

V. ROCK CREEK BRIDGE

VI. AMEND BUDGET.....SHERIFF DEPT.

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 Vernon's Civil Statutes.

TOMMY ALTARAS
County Judge

POSTED: MARCH 10, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.



700 LAVACA, AUSTIN, TEXAS 78789
PHONE: (512) 476-6611
MEMBER FDIC

DOMESTIC

DOCUMENTARY CREDIT - IRREVOCABLE		CREDIT NO OF ISSUING BANK 0699	CREDIT NO OF ADVISING BANK
ADVISING BANK		- APPLICANT -	
BENEFICIARY		AMOUNT	
Johnson County, Texas P.O. Box 614 Cleburne Texas 76031		One Hundred Thousand and 00 \$100,000.00	
DATE 3/9/85		EXPIRY 2:00 PM	
IN Austin, Texas		FOR NEGOTIATION	

EXCEPT AS OTHERWISE EXPRESSLY STATED THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE UNIFORM COMMERCIAL CODE, AS ENACTED IN THE STATE OF TEXAS

DEAR SIR(S)
 WE HEREBY ISSUE IN YOUR FAVOR THIS DOCUMENTARY CREDIT WHICH IS AVAILABLE BY NEGOTIATION OF YOUR DRAFT AT **Sight** DRAWN ON Texas Commerce Bank-Austin signed by an Officer of the beneficiary BEARING THE CLAUSE: "DRAWN UNDER DOCUMENTARY CREDIT NO. **0699** OF TEXAS COMMERCE BANK-AUSTIN" ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

- 1) Original Letter of Credit and
- 2) Letter signed by County Judge of Johnson County certifying that work is not in compliance with specifications set forth in plat filed by Metroplex Homesteads, Inc.

PROPORTION TO COVER Completion of roads in Phases III and IV in accordance with specifications set forth in plat filed by Metroplex Homesteads, Inc. in Johnson County Plat Records

DISPATCH/SHIPMENT FROM	PARTIAL SHIPMENTS <input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED	TRANSHIPMENTS <input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED
TO N/A	N/A	N/A

SPECIAL CONDITIONS

WE HEREBY ENGAGE WITH DRAWERS AND/OR BONA FIDE HOLDERS THAT DRAFTS DRAWN AND NEGOTIATED IN CONFORMITY WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION AND THAT DRAFTS ACCEPTED WITHIN THE TERMS OF THIS CREDIT WILL BE DULY HONORED AT MATURITY THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS CREDIT BY THE NEGOTIATING BANK
 DATE **3/9/83**

TEXAS COMMERCE BANK-AUSTIN
Beth Ussery
 Beth Ussery Asst. Cashier

ADVISING BANK'S NOTIFICATION
 INSTRUCTIONS OF THE ADVISING BANK
 THIS IS AN IRREVOCABLE LETTER OF CREDIT OF THE ABOVE MENTIONED ISSUING BANK AND IS TRANSMITTED TO YOU WITHOUT ANY RESPONSIBILITY OR ENGAGEMENT ON OUR PART.

PLACE NAME AND DATE OF ADVISING BANK

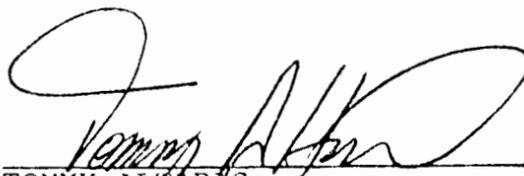
A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve resolution to the Veterans' Land Board in reference to CR 418. Resolution to be made a part of these minutes.

All voted aye.

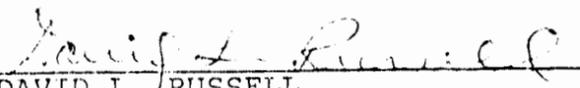
RESOLUTION

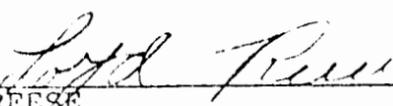
BE IT RESOLVED, that the road running from North to South in Precinct # 4 of Johnson County, Texas; known as the County Road # 418 and serving the William Boatwright Survey, and other land is and has been for many years a part of the County Road System and will be maintained by the County when and as funds are available.

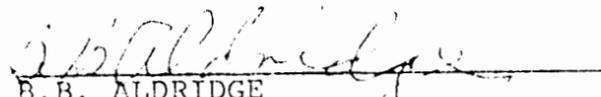
DATED this 14th day of March, 1983.


TOMMY ALTARAS
County Judge


BILLY F. ROE
Commissioner, Precinct #1


DAVID L. RUSSELL
Commissioner, Precinct #2


LOYD REESE
Commissioner, Precinct #3


B.B. ALDRIDGE
Commissioner, Precinct #4

The First National Bank in Cleburne

John Kelly
Executive Vice President
Chief Administrative Officer

February 11, 1983

Honorable Tommy Altaras, County Judge
Commissioner's Court of Johnson County
Johnson County Courthouse
Cleburne, Texas 76031

Re: Bid on Johnson County Depository

Gentlemen:

Pursant to Article No. 2545 Vernon's Civil Statutes of Texas and the invitation to bid, this is to advise you that the First National Bank in Cleburne, Cleburne, Texas, desires to be designated as the Johnson County Depository for the ensuing term of two years.

Please consider this as our formal bid and application as the County Depository, and, in support of such application, we submit the following information as required by the above quoted statutes:

1. Amount of paid up capital stock - - - - - \$499,520.00
2. Amount of permanent surplus - - - - - 500,000.00
3. Statement of Condition of The First National Bank in Cleburne as of December 31, 1982 which is attached hereto and marked "Exhibit A".
4. Certified check in the amount of \$33,435.98 payable to the County Judge of Johnson County, Texas.
5. The bid of The First National Bank in Cleburne which is attached hereto and marked "Exhibit B".

Additionally, The First National Bank in Cleburne asks the commissioners to consider the quality of service that the First National Bank has rendered to the county during the last two years; we believe that you will find that service over and above that stated in the depository contract has always been our policy. During the same two year period, the county sought to sell bonds to finance the renovation of the county jail and the First National Bank purchased the entire lot, once again, confirming our commitment to Johnson County.

403 North Main / P.O. Box 537 / Cleburne, Texas 76031 / (817) 64-6631 Metro 477-2451

EXHIBIT A
Statement of Condition

December 31	1982	1981
Assets		
Cash and due from banks	\$ 4,059,000	\$ 4,919,000
Time deposits in banks	6,100,000	5,000,000
Funds sold	21,050,000	2,100,000
Loans, net of reserve for loan losses of \$326,000 and 382,000	32,025,000	45,295,000
Investment securities	13,356,000	16,303,000
Bank premises and equipment	1,701,000	1,577,000
Other assets	1,421,000	1,054,000
Total assets	\$ 79,712,000	\$ 76,348,000
Liabilities		
Demand deposits	\$ 13,117,000	\$ 16,615,000
Time deposits	58,955,000	48,974,000
Total deposits	72,072,000	65,589,000
Short-term obligations	627,000	4,241,000
Other liabilities	752,000	1,940,000
Long term debt	1,000,000	-0-
Total liabilities	\$ 74,451,000	\$ 71,770,000
Shareholder's equity		
Common stock	500,000	500,000
Surplus	500,000	500,000
Undivided profits	4,261,000	3,578,000
Total shareholder's equity	5,261,000	4,578,000
Total liabilities and shareholder's equity	\$ 79,712,000	\$ 76,348,000

403 North Main / P.O. Box 537 / Cleburne, Texas 76031-0537 / (817) 641-6631 / Metro 477-2451

EXHIBIT "B"

Bid of The First National Bank in Cleburne, Cleburne, Texas

I. Demand Deposits

First National Bank will provide the following:

- A. No service charge on deposits.
- B. No charge on all standard voucher checks, three to a page and computer or data processing checks.
- C. There will be no charges for handling temporary overdrafts, provided they are not in excess of the aggregate demand deposit balances; limited to 10 days; the overdraft charges for operational purposes, after 10 days, will be at the rate of 5.50% per annum.
- D. All demand deposits account will be considered money market deposit accounts. Interest on funds deposited to these accounts will be calculated as follows:

<u>Balance</u>	<u>Rate</u>
0 - \$100,000	0.00
\$100,000 and above	Current 6 month money market C/D rate less 2.50. Interest calculated on monthly average balance, rate adjusted weekly, and interest paid monthly. Minimum rate to be paid of 5.25% and maximum of 12.0%.

II. Savings Deposits

First National Bank agrees to pay the following rates, provided the rate is not in excess of that allowed by Regulation Q of The Federal Reserve.

- A. Savings Open Time Account - Eight percent (8%) compounded daily (effective yield 8.33%) remaining on deposit for at least 14 days.
- B. Regular Savings Account - 5.25% per annum compounded daily (effective yield 5.39%)

III. Time Deposits

A. Certificates of Deposit - under \$100,000.00

- 1. 8% interest per annum compounded daily on time deposits and having a maturity date 30 or more days, effective yield 8.33%.
- 2. Money Market Certificates of at least \$10,000 and having a maturity day of 182 days, after the date of deposit. (Subject to change each Tuesday and is required to be 182 days with compounding not permitted by law and subject to penalty for early withdrawal).

3. Treasury Bill 2½ year Certificate of Deposit of any denominations of \$1,000 or more payable at the 2½ year Treasury Bill rate less 25 Basis Points.

B. Certificates of Deposit - \$100,000.00 or more

1. Payable on Certificates of Deposit 30 or more days at .40 above the U.S. Treasury Bill on the asked side of the nearest date of maturity as quoted in the Wall Street Journal on the date of the certificate.
2. Payable on Certificates of Deposit 30 or more days at the commercial rates on date of purchase of certificate for a like time. County or Hospital may elect the higher quote of B.1 or B.2.

IV. Loans

The Bank agrees to lend refunds to the County, subject to legal requirements and the Bank's legal loan limit, at the annual rate of 5.50% for operational purposes for the duration of the contract.

V. Investments

The Bank agrees to handle any County purchase of U.S. Government bonds, notes, bills and other legal investments without any bank charges.

VI. Direct Payroll Deposit

The Bank agrees to waive monthly maintenance charges for the County and Hospital personnel who elect direct payroll deposit with the bank. In addition this procedure will allow for substantial reduction of checks issued and record keeping for the County and Hospital.

VII. Statement Rendering

The County and Hospital may elect to have their statements printed either by:

- A. Date the check is received and paid by bank, or
- B. In the check number order regardless of when paid during the month.

These options will allow for ease of statement reconciliation.

VIII. Community Room

The Sante Fe Room will be made available to the County, by reservation, without charge.

IX. Parking spaces

The Bank will provide up to forty (40) designated free parking spaces for use by specified officials or employees.

X. Other Free Services

- A. The Bank will act as paying agent on any Johnson County Bond issues without charge
- B. The Bank will issue cashier's checks, bank money orders, and

Exhibit "B"

Page 3

Republic Travelers checks without charge.

- C. The Bank will furnish adequate safe deposit boxes to the County without charge.
- D. The Bank's night depository service, including bags, will be provided to the County without charge.
- E. The Bank will furnish coin or bill wrappers at no charge.
- F. The Bank will furnish wire transfer service and collection items without charge.
- G. The Bank will furnish the handling of County escrow funds without charge.
- H. The Bank will furnish the safekeeping of negotiable instruments in Bank's vault without charge.

XI. Pledge to Secure Account

All County deposits will be secured as prescribed in the Texas Statutes governing County deposits.

XII. Transfer of Funds

All funds are to be transferred from the prior depository within ten days from date of acceptance of bid or on date the depository contract commences, except that funds deposited on a Certificate of Deposit having a maturity date after the beginning of the depository contract period which would be penalized for early withdrawal shall be retained by prior depository and moved on maturity date.

This bid applies to the County of Johnson, Johnson County Hospital, the trust funds of County and District clerks and any other funds over which the Commissioner's Court has jurisdiction.

No action was taken on the Fieldsdale Subdivision since the developer / failed to appear.

A motion was made by Commissioner Aldridge and seconded by Commissioner / Russell to authorize Earl Green to attend a Juvenile Probation and Detention Seminar, March 23rd to 25th, 1983, at Sam Houston State University.

All voted aye.

The storage problem in the attic of the courthouse was passed until / the April 2, 1983, meeting of the court. Commissioner Russell to check with the Johnson County Memorial Hospital Administrator to see if there is any storage space available in the hospital basement.

A motion was made by Commissioner Roe and seconded by Commissioner / Reese to authorize the County Auditor to advertise the proposal to amend the Sheriff's budget.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner / Reese to authorize the Commissioner of Precinct No. 4 to enter into a contract with the County Extension Office to haul eight (8) loads of sand to the 4-H and F. F. A. livestock show area, Johnson County Sheriff's Posse Grounds. All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner / Russell to approve payment of \$443.72 to Doris Couch for alterations and improvement to the Burleson Subcourthouse.

FOR

AGAINST

Judge Altaras
David Russell
Loyd H. Reese

Billy F. Roe
B. B. Aldridge

Motion carried.

70

Doris Couch
229 W. Ellison — Drawer D
BURLESON, TEXAS 76028
AC 817/295-2236

March 1, 1983

Johnson County Sub-Courthouse
c/o County Auditors Office
County Courthouse
Cleburne, Texas 76031

Mini-blind for pass-through window in
Sub-Courthouse \$41.70

(copy of invoice attached)

Thank you

70

Doris Couch
229 W. Ellison — Drawer D
BURLESON, TEXAS 76028
AC 817/295-2236

Statement

January 27, 1983

Supplies (copy of invoice attached)	\$ 46.20
Removal of wall between Rm 100 & 102	128.00
Carpet repair	50.00
Tape & Bedding & Acoustics where wall was removed	47.00
Additional Electrical Outlets	100.82
Twelve days in kitchen area for voting	30.00
Total due	402.02

Johnson County Sub-Courthouse
Cleburne, Texas

A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize the County Judge to send a letter to Ed Carroll, Tax Collector, J. L. Phinney, Justice of the Peace Prec. #2 and Robert Wylie, County Auditor, stating that no further purchase be made until approved by the Court.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese not to hire Earl Travis to work on the dome of the courthouse at this time.

All voted aye.

No action was taken by the court on repairs to the courthouse elevator as suggested by the Otis Elevator Company.

Judge Altaras called a Special Meeting of the court for Friday, March 18, 1983, at 1:30 P. M. to consider the Hospital Lease Agreement and to discuss subdivision rules and regulations to include inspection of septic tank installations.

County Judge Altaras stated that the letting of bids for the County Jail expansion project should be in order by April 2, 1983.

Mr. A. J. Honea, in regard to Kyle Cemetery road Prec. #1, was notified by Commissioner Roe that he could do no bull dozer work, but would shape a dry weather roadway. Mr. Honea was advised to work through his attorney in regard to any legal matters that might arise in the future.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Auditor to have the old carpet from Judge Cooke's office laid in his office.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

B. B. Aldridge
COUNTY JUDGE

...ooo0ooo...

AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - MARCH 18TH, 1983 - 1:30 P.M.

FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

1. Hospital Contract discussion
2. Sanitation Improvement
3. Subdivision Rules & Regulations

AND, any other matters that may arise after publication
of this agenda. This Agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article 6252-17
of Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: MARCH 16TH, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

STATE OF TEXAS :
 : MARCH 18, 1983
 COUNTY OF JOHNSON :

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct #4, Absent, Judge Altaras and Joe L. Townes, County Clerk.

Judge Altaras made an explanation of action necessary by the land appraiser and acquisitional attorney in acquiring land parcel on FM 3048.

Bill Parnell gave the Commissioners' Court a brief up date on the water supply in Johnson County. The water table in the Trinity sands is dropping at a rate of 20-25 feet per year, because of over use. In the shallower Paluxy sands - the drop isn't as sharp, but still significant. Reason for the declines: More and more wells are being dug by the subdivision developers. Some of the developers meet the standards of the Public Utility Commission, and the State Health Department, most do not, and they are perfectly legal. Mr. Parnell stated the situation is serious and studies are necessary by all levels of government to try to meet the needs of the people in the rural areas.

Dr. Raines, County Health Officer, stated a public health problem can develop in Johnson County if corrective measures are not taken by the Court to combat the increasing number of improperly functioning septic tanks, creating areas of raw sewage on top of the ground, and drainage of sewage lines into shallow wells, which can and will cause serious diseases from polluted water systems.

Problem areas should be reported to: 1. Area 5 Health Department, 2. Texas Water Department, 3. Texas Department of Health and 4. Public Utilities Commission.

Suggested: Johnson County create a well organized health department with enforceable regulations and man power.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to inquire to the County Attorney: Can Johnson County pass an ordinance to require septic tanks to be inspected by Johnson County for proper installation and functioning and in the event it can, how would it be enforceable? All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to amend the subdivision rules and regulations as follows:

Page 6, Subletter (h): Add at the end of paragraph: "The correct size of pipe for drainage is the sole responsibility of the developer."

Add Separate paragraph: "A planimeter schedule shall accompany the preliminary plat for approval."

Page 7, Subletter (i), Number 2 should read: "The road bed, after it has been graded, will be covered with a minimum width of twenty-six (26) feet of State approved crushed stone compacted into two equal courses of four (4) inches in depth each for a total of eight (8) inches in depth."

Page 8, Subletter (j), bond amount should be changed to read: "in the minimum amount of Five Thousand Dollars (\$5,000.00)."

All voted aye.

There was no hospital contract discussion as no report had been submitted to the court.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

B. B. Aldridge
SPECIAL COUNTY JUDGE

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

APRIL 1, 1983 - 9:00 A.M.

I. GENERAL DISCUSSIONS

- 1. Dennis Carroll....Closing of Abandoned Road
- 2. Emerald Forest.....David L. Russell

II. AGREEMENTS

- 1. Storage Agreement with the Department of Health
- 2. Grandview Agreement....Mayor Rudolph McDuff

III. CONSIDERATIONS

- 1. Carlton Kennard.....Safe for Adult Probation

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: MARCH 29, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

STATE OF TEXAS

AGREEMENT FOR P.D.H. STORAGE

COUNTY OF Johnson

Pursuant to the authority granted in Article 4413(32b), V.C.S., (Intergovernmental Cooperation Act), the Texas State Department of Health, acting by and through its Division of Civil Defense and Traffic Safety, hereinafter referred to as the "Department," and Cleburne (Name of contracting city) Johnson and/or county, acting by and through its duly authorized representative(s), hereinafter referred to as "Custodian," for their mutual benefit, do hereby contract and agree as follows:

WHEREAS, the Department desires to store in various places within the State of Texas certain Packaged Disaster Hospitals (P.D.H.) so that the same may be more readily accessible when needed in time of emergency or disaster; and

WHEREAS, the Custodian desires to have the P.D.H., which is the subject of this Agreement, stored within its immediate locality in order that the same might be more readily available if needed;

NOW, THEREFORE, it is hereby agreed that:

- (1) Custodian agrees to provide safe and adequate storage for the P.D.H., an inventory of which is attached hereto and made a part hereof.
- (2) The complete address where the said P.D.H. will be stored is:

<u>County Jail</u>	<u>Precinct #1, County Barn</u>
<u>116 S. Mill Street</u>	<u>Highway 67 West</u>
<u>Cleburne, Texas 76031</u>	<u>Cleburne, Texas 76031</u>

- (3) The P.D.H. and all equipment contained therein shall remain the property of the Department.
- (4) Custodian may use the P.D.H. and all equipment contained therein when the same is needed in an actual emergency or disaster situation; provided that prior approval of such use is obtained from the Department when circumstances permit.
- (5) Should the P.D.H., which is the subject of this Agreement, be needed elsewhere within the State of Texas, the Department reserves the right to take possession of such P.D.H. and move the same as it deems necessary.
- (6) The Department shall have the right to enter the facility storing the P.D.H. for the purpose of inventory and otherwise inspecting the said P.D.H. at any time upon making such request known to the Custodian or its agent.
- (7) Custodian hereby designates the following named individuals who are responsible for the safekeeping of the P.D.H., either of whom may be contacted by representatives of the Department for the purpose of gaining access to the P.D.H.:

<u>Bill Roe</u>	<u>Ray Luther</u>
<small>(Name)</small>	<small>(Name)</small>
<u>Highway 67 West</u>	<u>116 S. Mill Street</u>
<u>Cleburne, Texas 76031</u>	<u>Cleburne, Texas 76031</u>
<small>(Address)</small>	<small>(Address)</small>
<u>(817) 645-0441</u>	<u>(817) 645-2501</u>
<small>(Telephone Number)</small>	<small>(Telephone Number)</small>

WITNESS OUR HANDS this the 1 day of APRIL, 19 83.

Texas State Department of Health

BY: [Signature]
Authorized Signature

Johnson
(Name of city and/or county)

BY: B. B. Aldridge Comm
Name Tommy Altaras, County Judge
Title Room 301, Courthouse
Cleburne, Texas 76031
Address 645-7151
Telephone Number

DIVISION OF EMERGENCY MEDICAL SERVICES
 TEXAS DEPARTMENT OF HEALTH RESOURCES
 AUSTIN, TEXAS
 PHYSICAL INVENTORY AND CHECKLIST

NOTE: Please PRINT all information:

STORAGE LOCATION (Bldg., Street, City, County, State) PCT #1, COUNTY BARN HIGHWAY 67 WEST CLEBURNE, JOHNSON COUNTY, TEXAS	<input type="radio"/> - COUNTY JAIL <input checked="" type="radio"/> - WEST VAN <input checked="" type="radio"/> - EAST VAN	DATE 3/14/83
CUSTODIAN'S NAME AND ADDRESS TOMMY ALTARAS, COUNTY JUDGE ROOM 301, COURTHOUSE CLEBURNE, TX. 76031		SERIAL NO. 56145
		TELEPHONE: BUSINESS: (817) 645-7151 RESIDENCE:

CASE NUMBERS		41	41	121	161	201	241	281	321	361	401	441	481	521	561	601	641	681	721
1		41	41	121	161	201	241	281	321	361	401	441	481	521	561	601	641	681	721
2	X	42	42	122	162	202	242	282	322	362	402	442	482	522	562	602	642	682	722
3		43	43	123	163	203	243	283	323	363	403	443	483	523	563	603	643	683	723
4		44	44	124	164	204	244	284	324	364	404	444	484	524	564	604	644	684	724
5		45	45	125	165	205	245	285	325	365	405	445	485	525	565	605	645	685	725
6		46	46	126	166	206	246	286	326	366	406	446	486	526	566	606	646	686	726
7		47	47	127	167	207	247	287	327	367	407	447	487	527	567	607	647	687	727
8		48	48	128	168	208	248	288	328	368	408	448	488	528	568	608	648	688	728
9		49	49	129	169	209	249	289	329	369	409	449	489	529	569	609	649	689	729
10	X	50	50	130	170	210	250	290	330	370	410	450	490	530	570	610	650	690	730
11		51	51	131	171	211	251	291	331	371	411	451	491	531	571	611	651	691	731
12		52	52	132	172	212	252	292	332	372	412	452	492	532	572	612	652	692	732
13		53	53	133	173	213	253	293	333	373	413	453	493	533	573	613	653	693	733
14	X	54	54	134	174	214	254	294	334	374	414	454	494	534	574	614	654	694	734
15		55	55	135	175	215	255	295	335	375	415	455	495	535	575	615	655	695	735
16		56	56	136	176	216	256	296	336	376	416	456	496	536	576	616	656	696	736
17		57	57	137	177	217	257	297	337	377	417	457	497	537	577	617	657	697	737
18		58	58	138	178	218	258	298	338	378	418	458	498	538	578	618	658	698	738
19		59	59	139	179	219	259	299	339	379	419	459	499	539	579	619	659	699	739
20		60	60	140	180	220	260	300	340	380	420	460	500	540	580	620	660	700	740
21		61	61	141	181	221	261	301	341	381	421	461	501	541	581	621	661	701	741
22		62	62	142	182	222	262	302	342	382	422	462	502	542	582	622	662	702	742
23		63	63	143	183	223	263	303	343	383	423	463	503	543	583	623	663	703	743
24		64	64	144	184	224	264	304	344	384	424	464	504	544	584	624	664	704	744
25		65	65	145	185	225	265	305	345	385	425	465	505	545	585	625	665	705	745
26		66	66	146	186	226	266	306	346	386	426	466	506	546	586	626	666	706	746
27		67	67	147	187	227	267	307	347	387	427	467	507	547	587	627	667	707	747
28		68	68	148	188	228	268	308	348	388	428	468	508	548	588	628	668	708	748
29		69	69	149	189	229	269	309	349	389	429	469	509	549	589	629	669	709	749
30		70	70	150	190	230	270	310	350	390	430	470	510	550	590	630	670	710	750
31		71	71	151	191	231	271	311	351	391	431	471	511	551	591	631	671	711	
32		72	72	152	192	232	272	312	352	392	432	472	512	552	592	632	672	712	
33		73	73	153	193	233	273	313	353	393	433	473	513	553	593	633	673	713	
34		74	74	154	194	234	274	314	354	394	434	474	514	554	594	634	674	714	
35		75	75	155	195	235	275	315	355	395	435	475	515	555	595	635	675	715	
36		76	76	156	196	236	276	316	356	396	436	476	516	556	596	636	676	716	
37	X	77	77	157	197	237	277	317	357	397	437	477	517	557	597	637	677	717	
38		78	78	158	198	238	278	318	358	398	438	478	518	558	598	638	678	718	
39		79	79	159	199	239	279	319	359	399	439	479	519	559	599	639	679	719	
40		80	80	160	200	240	280	320	360	400	440	480	520	560	600	640	680	720	

CHECK APPROPRIATE ITEM
 INVENTORY SHIPPING RECEIVING

SIGNATURE OF CHECKER
Tommy Altaras

Custodian Signature

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

We, City of Grandview, Texas, hereinafter called "City," and the Commissioners Court of Johnson County, Texas, hereinafter called "County," each acting by the undersigned, duly authorized to execute the same, do hereby make and enter into the following Contract and Agreement:

1.

County does hereby agree to furnish the materials, equipment and labor necessary to pave certain roadways and streets within the City of Grandview, Texas, as agreed upon from time to time by the parties.

2.

The paving to be done by the County shall be done at such times and dates when the equipment necessary for such work and the manpower for such work is not being needed for County projects.

3.

City agrees to pay the actual cost for all labor and materials for the paving work at the prevailing rates then charged by the County to cover all expenses of equipment, personnel and materials used in said paving.

4.

The necessary materials for said paving shall be out of the stock held and administrated by the Commissioner of the precinct in which the City of Grandview is located.

5.

The City of Grandview agrees to indemnify and hold the County harmless for any and all claims arising from the paving,

the condition of the roadway, damage to equipment or injuries to employees of the County while engaged in the paving for the City of Grandview.

6.

County agrees to furnish the City out of the Precinct 4 road equipment a dumptruck and grader when needed by the city provided that such equipment is not then needed by the county and further provided that the operator(s) is approved by the County Commissioner of Precinct 4. The city will pay the county the county's actual cost and expenses of such equipment.

SIGNED this 17 day of March, 1983.

CITY OF GRANDVIEW, TEXAS

By: [Signature]
Rudolph McDuff, Mayor

COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

By: _____
County Judge

By: Billy F. Roe
Commissioner, Precinct 1

By: Jalip Russell
Commissioner, Precinct 2

By: [Signature]
Commissioner, Precinct 3

By: _____
Commissioner, Precinct 4

The request of Carlton Kennard, Adult Probation Officer, for a safe for his office was passed for further study.

No action was taken by the court on the opposition presented by Mr. Earl Roe to the notice of application made by Larry D. Pike for a permit to authorize a discharge of treated domestic wastewater effluent from the proposed Mockingbird Mobile Home Park wastewater treatment plant. Notice made a part of these minutes.

19305 135u
 TEXAS DEPARTMENT OF WATER RESOURCES
 1700 N. Congress Avenue
 Austin, Texas

TEXAS WATER DEVELOPMENT BOARD
 Louis A. Beecherl, Jr., Chairman
 George W. McCleskey, Vice Chairman
 Glen E. Roney
 W. O. Bankston
 Lonnie A. "Bo" Pilgrim
 Louie Welch



Charles E. Nemir
 Executive Director

TEXAS WATER COMMISSION
 Lee B. M. Biggart, Chairman
 Felix McDonald
 John D. Stover

NOTICE OF APPLICATION FOR WASTE DISCHARGE PERMIT

LARRY D. PIKE, 6323 Walraven Circle, Fort Worth, Texas 76133 has applied to the Texas Department of Water Resources for a permit (Proposed Permit No. 12700-01) to authorize a discharge of treated domestic wastewater effluent at a volume not to exceed an average flow of 20,000 gallons per day from the proposed Mockingbird Mobile Home Park Wastewater Treatment Plant. The applicant proposes to build a wastewater treatment plant to serve a mobile home subdivision.

The plant site is to be located approximately 600 feet west of IH-35 West, 2.0 miles north-northwest of the intersection of IH-35 West and FM Road 917, approximately 4.5 miles south-southeast of the intersection of IH-35 West and State Highway 174 in Johnson County, Texas. The effluent is to be discharged via pipeline to an unnamed tributary of Quail Miller Creek; thence to Quail Miller Creek; thence to Village Creek; thence into Lake Arlington in Segment No. 328 of the Trinity River Basin.

LEGAL AUTHORITY: Section 26.028 of the Texas Water Code, as amended, and Chapter 25 of the Rules of the Texas Department of Water Resources.

No public hearing will be held on this application unless an affected person who has received notice of the application has requested a public hearing. Any such request for a public hearing shall be in writing and contain (1) the name, mailing address, and phone number of the person making the request; and (2) a brief description of how the requestor, or persons represented by the requestor, would be adversely affected by the granting of the application. If the Commission determines that the request sets out an issue which is relevant to the waste discharge permit decision, or that a public hearing would serve the public interest, the Commission shall conduct a public hearing, after the issuance of proper and timely notice of the hearing. If no sufficient request for hearing is received within 30 days of the date of publication of the notice concerning the application, the permit will be submitted to the Commission for final decision on the application.

Requests for a public hearing and/or requests for further information concerning any aspect of the application should be submitted in writing to the Chief Hearings Examiner, Texas Water Commission, P.O. Box 13087, Capitol Station, Austin, Texas 78711, Telephone (512) 475-2678.

Issued this 1st day of March, 1983.

Seal)

Mary Ann Hefner
 Mary Ann Hefner, Chief Clerk
 Texas Water Commission

Recess at 9:50 A. M. Reconvened at 10:00 A. M. with all members of the court present .

EXECUTIVE SESSION: 10:05 A. M.

RECONVENED in open court at 10:20 A. M. with all members of the court present.

RESULTS: No action taken on the purchase of Right-of-Way for FM 3048. and seconded by Commissioner Reese, A motion was made by Commissioner Billy Roe to sell to the highest bidders on

the surplus Sheriff's Department vehicles, as follows:

- | | | |
|---------------------|------------------|----------|
| 1. 1978 Pontiac | Bill Reese | \$350.00 |
| 2. 1955 Willis Jeep | LeRoy Love | \$725.00 |
| 3. Brown Plymouth | J & G Auto Sales | \$350.00 |
| 4. White Plymouth | J & G Auto Sales | \$250.00 |

All voted aye.

EXECUTIVE SESSION: (To interview applicants for courthouse custodian).

1:30 P. M. RECONVENED in open court at 2:30 P. M. with all members present.

RESULTS: A motion was made by Commissioner Roe and seconded by Commissioner Russell to hire Mike Woodley, as courthouse custodian, on a ninety (90) day trial basis, effective April 15, 1983. Start at present salary, which will be negotiable at budget hearings.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Russell to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the minutes of the previous meetings, as read by the County Clerk. All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Vernon [Signature]
COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

APRIL 11TH, 1983 - 9:00 A.M.

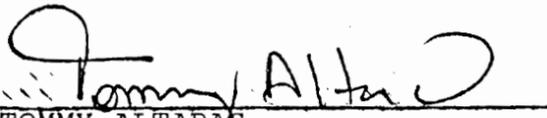
I. PLAT APPROVALS

1. Bill Betzel.....Hills of Home.....Final Plat
2. Terry Bradley & Larry Teague.....Fisherman's Paradise
3. Curtis Pope.....Brookhollow Addition
4. Warren Snow.....Woolard Acres.....Phase I
5. Joe Parazewski.....Quail Creek Addition...Prel. Plat

II. GENERAL DISCUSSION

1. Cleve Weyenberg.....Texas Jet Systems
2. Judgments to be filed in Deed Records
3. Rebuilding of Violent cell...8650...Combined American
4. Sanitation Control
5. Roger Owens.....Alvarado, Youth Association Road Work

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.


 TOMMY ALTARAS
 County Judge

POSTED: APRIL 7, 1983
 JOHNSON COUNTY COURTHOUSE
 9:00 A.M.
 CLEBURNE, TEXAS

STATE OF TEXAS :
 : APRIL 11, 1983
 COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to table until April 15, 1983, the request to approve the Final Plat "Hills of Home" Subdivision in Precinct No. 1.

Motion carried.

FOR

David Russell
 Loyd H. Reese
 B. B. Aldridge

Billy F. Roe, Abstained

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to approve for filing the Final Plat of Fisherman's Paradise Subdivision Precinct No. 1.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve the Preliminary Plat of Brookhollow Estates Subdivision, Precinct No. 2. Mr. Curtis Pope to deposit with the County Auditor a \$500.00 inspection fee.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the re-building of the violent cell in the County Jail at a cost of \$8,687.00.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the Preliminary Plat of Woolard Acres Phase I Subdivision Precinct No. 4. Mr. Warren Snow to deposit with the County Auditor \$500.00 inspection fees.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the Preliminary Plat of Quail Creek Addition Subdivision, Precinct No. 3. Mr. Joe Pavazewski to deposit with the County Auditor \$500.00 for inspection fees. To have the County Attorney prepare necessary papers for the property owners to sign not holding Johnson County liable in the event of flooding.

All voted aye.

5 minute break: 10:05 A. M.

Reconvened at 10:10 A. M. with all members of the Court present.

✓ No action was taken by the court on the presentation made by Mr. Cleve Weyenberg, in regard to Texas Jet Systems on individual home wastewater treatment plants - in lieu of the old septic tank system.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to

✓ authorize the Commissioner of Precinct No. 3 to construct Alvarado Youth Association road that intersects with a County road. County to furnish equipment and the youth association to furnish the material.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Treasurer's report for the period January 1, 1983 through March 31, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the County Auditor to advertise for bids on a used diesel truck for Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to instruct the County Clerk to record the proceedings in Eminent Domain, 249th District Court, in regard to FM 3136.

All voted aye.

✓ The County Commissioners to make a study of Article 21.254 Texas Water Code, in regard to the enforcement of the water sanitation act as set out in the above statutes. Court to act on this matter at its next meeting.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve minutes of the previous meeting, as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Aldridge
COUNTY JUDGE

...ooo0ooo...

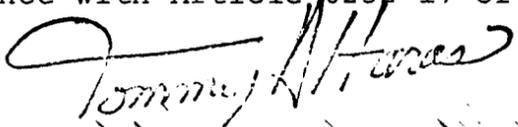
AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - APRIL 15TH, 1983 - 9:00 A.M.

For the purpose of discussing the Johnson County Memorial
Hospital proposed sell.....EXECUTIVE SESSION ✓

Final Jail Approval and Bid Letting ✓

AND, any other matters that may arise after publication of
this Agenda. This Agenda of meeting of the Johnson County Commissioners'
Court is posted in accordance with Article 6252-17 of Vernon's
Civil Statutes.



TOMMY ALTARAS
COUNTY JUDGE

POSTED: APRIL 12, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

STATE OF TEXAS :
: APRIL 15, 1983
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve the Final Plat of "Hills of Home Subdivision" Precinct No. 1, Roads not to be maintained by Johnson County. Home owners to be furnished copies of Restrictions upon purchase of lots.

All voted aye.

✓ County Judge, Tommy Altaras, outlined the following areas to be agreed upon between Johnson County and Methodist Affiliated Hospital before a lease agreement can be finalized.

1. Buy back Agreement.
2. Composition of the Board of the Foundation.
3. Purpose of the Foundation.
4. County Nurse.
5. Completion of Contracts.
6. Attorney Generals Opinion.

I.

O.K.

BUY-BACK AGREEMENT

In the event that the Methodist Affiliated Hospitals, at some time in the future, would in some manner or by some disposition, sell or transfer the management or proposed facility, then I believe that Johnson County would need to have the first right of refusal in any of the events.

II.

COMPOSITION OF THE BOARD OF THE FOUNDATION

Since the three instruments seem to be detailed and comprehensive, I believe that it would save later argument, if any, and would be proper to determine the method, the number, and the terms of the members composing the Foundation Board.

III.

PURPOSE OF THE FOUNDATION

It does not affect my decision at all, as to the use of the word "exclusive" in regard to the fund for medical purposes. It had been discussed that the word "predominant" be used as the purpose of the fund.

IV.

COUNTY NURSE O.K.

I assume that the County Nurse, which we presently have, would come under the jurisdiction of the County Health Officer. So that there is no question concerning this position, I would appreciate your comments and thoughts about placing the County Nurse specifically under Article 11, page 5 of the Comprehensive Agreement. I assume Methodist Affiliated Hospital will be paying the salaries of these employees.

I also would appreciate that the title of Article 11 be termed, "office space and staff" and that the salary of the County Health Officer, County Nurse, and County Medical Examiner would be salaried at least at the present amount by Methodist Affiliated Hospital. This is the same request that I presented to you by letter on January 21, 1983, a copy of which is enclosed.

V.

COMPLETION OF CONTRACTS

I would like to have some indication as to when the contracts of the radiologist, anesthesiologist, and pathologist would be negotiated.

The proposal seems to be a good one and I hope to have the Resolution, Lease Agreement and Comprehensive Agreement before the Commissioners' Court for our April 15, 1983 meeting. It has been a long time since I have been able to take a day off and I will be out of State the first week of April, 1983 and this is why I have placed this on the April 15, 1983 meeting.

VI. 7

ATTORNEY GENERAL'S OPINION

Under Article 11, page 5 of the Lease Agreement, under Section 2.02 styled Warranty of Title, appears the following:

" Johnson County further represents and warrants to the Methodist Affiliated Hospitals that it has the lawful authority to enter into this Lease Agreement covenants that it will...".

If this pertains only to the lease, then there is no problem; in my opinion, however, if this pertains to the foundation, then there is a problem.

The problem is in the nature that we discussed on the phone and this has been discussed at length by your attorneys and ours, to wit:

Whether the foundation can be created with public money for a specific purpose.

As you have advised me, both parties concerned would either have to receive the attorney general's opinion or have a final declaratory judgment before I would recommend our Court making the statement referred to above.

VII.

NOTICES

This is the easiest of all. In regard to notices, such as Section 9.02, page 21 of the Lease Agreement, the blank should be filled in as follows: County Judge and his successors, all Commissioners and their successors in office, with a copy to the County Attorney and County Auditor.

I believe that we would put everyone on notice.

1. No agreement that covenants survive the term of the lease — Critical.
2. ~~Limit~~ Default and Remedial provisions are inadequate. — Critical.
3. 1.08 should probably refer to a exhibit with a legal description — non-critical
4. 2.02 Highlighted to be deleted. — non critical
5. 3.01 — add per month — to clarify — non critical
6. 3.03 — add — and this lease obligation — Critical
7. 3.06 add — per month — to clarify — non critical
8. Additional Substitute — If M.A.H. holds over after the ~~termination date~~ ^{primary term} of this lease it shall pay the sum of \$131,400 ^{calendar} per month rental for each subsequent ^{calendar} month. In the event that it occupies the leased premises for a portion of any ~~month~~ calendar month after the ~~primary term~~ ^{primary term} of this lease ~~if~~ the monthly payment shall be pro-rated based on the number of calendar days in said month. — Clarify obligation for rental — non critical.
9. 4.03 — Cons due during the term of this lease — what if obligation extends past the lease term — non-critical

801 Default. If M.A.H. shall allow rent to be in arrears more than 20 days after written notice of such delinquency such ~~not~~ failure to pay rental shall be a default under the terms of this lease.

If M.A.H. shall fail to perform one or more of its obligations hereunder, (other than the payment of rental), Johnson County shall give M.A.H. written notice specifying the claimed default. M.A.H. shall have sixty (60) days from the receipt of such notice to

(1) correct such default, or

(2) commence the correction of the covenants, conditions or provisions of this Lease Agreement claimed to be in default, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no default shall be deemed to have occurred or to exist if, and so long as, M.A.H. shall commence such performance within ~~thirty~~ ~~(30)~~ thirty (30) days of notice and shall diligently and continuously prosecute the same to completion.

~~If the actions to~~

If the actionsⁱⁿ relation to a failure to perform an obligation ~~required~~ (other than a payment of rental) contained in clauses (1) and (2) ~~above~~ above are not undertaken by M.A.H., then ~~Johnson~~ said failure to perform an obligation by M.A.H. shall be

A default under the terms of this lease,

premises
on Default.

8.02 In the event of default by M.A.H., Johnson County may at its option pursue any one or more of the following remedies without any ~~notice~~ further notice to M.A.H. :

(A) Terminate this lease in which event M.A.H. shall immediately surrender the leased premises to Johnson County, and if M.A.H. fails to do so, Johnson County may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove M.A.H. and any ~~other~~ persons claiming under M.A.H. who may be occupying said premises or any part thereof, ~~by force if necessary~~, without being liable ~~for~~ ~~prosecution~~ for any claim of damages therefor; and M.A.H. agrees to pay to Johnson County on demand the amount of all loss and damage which Johnson County may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(B) Enter upon and take possession of the premises and expel or remove M.A.H. and any persons claiming under M.A.H. who may be occupying the premises or any part thereof, ~~by force if necessary~~, without being liable for ~~prosecution~~ or any claim for damages therefor, and if Johnson County so elects, relet the premises on such terms as Johnson County shall deem advisable and receive the rent thereof;

and M.A.H. agrees to pay Johnson County, on demand any deficiency that may arise by reason of such reletting.

(C) Enter upon the premises, ~~by force if necessary~~ without being liable for any claim for damages therefor, and do whatever M.A.H. is obligated to do under the terms of this lease; and M.A.H. agrees to reimburse Johnson County on demand for any expenses which Johnson County may incur in thus effecting compliance with ~~the~~ ^{M.A.H.'s} obligations under this lease, and ~~the~~ ^{M.A.H.} further agrees Johnson County shall not be liable for any damages resulting to M.A.H. from such action.

No Reentry or taking possession of the premises by Johnson County shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to ~~the~~ M.A.H. Notwithstanding any such reletting or reentry or taking possession, Johnson County, may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to ~~the~~ ^{Johnson County} hereunder or of any damages ~~accruing~~ accruing to Johnson County by reason of the violation of any of the terms, provisions and covenants

herein contained. ~~Less~~ Johnson County's
 acceptance of Rent following an event of
 default hereunder shall not be construed
 as Johnson County's waiver of such event
 of default. No waiver by Johnson County
 of any violation or breach of any
 of the terms, provisions and covenants
 herein contained shall be deemed or construed
 to constitute a waiver of any other violation
 or breach of any of the terms, provisions, and
 covenants herein contained. Forebearance,
 by Johnson County to enforce one or more
 of the remedies herein provided upon an
 event of default shall not be deemed
 or construed as a waiver of such default.
 The loss and damage Johnson County
 may suffer by reason of termination of
 this lease or the deficiency from any
 reletting as provided for above shall
 include the expense of repossession
 and any repairs or remodeling undertaken
 by Johnson County following possession.
 Should Johnson County at any time
 terminate this lease for any default,
 in addition to any other remedy
 Johnson County may have, Johnson County
 may recover from M.A.H. all damages
 Johnson County may incur by reason
 of such default, including cost of
 recovering the premises and the worth
 at such time of the excess, if any,
 of the amount of rent and charges
 equivalent to rent reserved in this
 lease for the remainder of the stated
 term over the then reasonable

Rental value of the premises for the remainder of said term, all of which amounts shall be immediately payable from M.A.H. to Johnson County.

8.03 Surrender of Premises No act or thing done by ~~the~~ Johnson County or its agent during the term hereby granted shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless the same is made in writing and signed by an authorized agent of the County ~~and~~ pursuant to a proper order of the Commission Court,

RECESS: 10:15 A. M.

RECONVENED at 10:30 A. M. with all members of the court present:

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Lease Contract between M. K. T. RR. and Commissioners' Precinct No. 4. All voted aye.

M-K-I COPY

Form 1562-A
Rev 9/80

SUPPLEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT entered into this 4th day of April, 19 83, by and between the MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, hereinafter called "Lessor", and COUNTY OF JOHNSON, TEXAS hereinafter called "Lessee".

W I T N E S S E T H:

THAT on the 22nd day of February, 19 78, Lessor entered into a Land Lease, MKT Contract No 31884 with Lessee, covering 13,750 square feet, more or less, at Grandview, Texas, as shown on Drawing No. 30.051 dated February 9, 1978, marked Exhibit "A", attached thereto and made a part thereof. Lessor desires to supplement said lease to increase the rental, and Lessee is agreeable thereto.

IT IS, THEREFORE, mutually agreed by the parties hereto, as follows:

1. Effective May 1, 1983, said lease is hereby amended by deleting Paragraph 1 of Article II and substituting in lieu thereof the following paragraph:

"1. To pay to Lessor as rental for the use of said demised premises the sum of FOUR HUNDRED SIXTY-FIVE AND NO/100 (\$ 465.00) DOLLARS per annum, payable annually in advance; and to pay to Lessor an additional sum of money equal to .833 percent per month of the total unpaid rental due above, in the event said rental is not received by Lessor within thirty (30) days from the date it is due and payable; and in addition to the rental recited above, a sum equal to 50 percent per annum on all special taxes and assessments, including but not limited to assessments for paving, curbing, guttering, and/or water main extensions, etc., which may be assessed against said leased premises during the term hereof; and to pay all taxes special and general which may be assessed against any buildings, structures or other property of the Lessee, or of others on the leased premises."

2. It is further understood and agreed that, except as supplemented and changed herein, said Land Lease No. 31884 and subsequent amendments and/or supplements shall remain and be in full force and effect as to its present terms and conditions.

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

COUNTY OF JOHNSON, TEXAS

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

X By [Signature]
Title County Judge

By _____
Vice-President

Address: Cleburne, Texas 76031

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Auditor to advertise for bids on the jail expansion project. Starting Monday, April 18, 1983, and running for two weeks until 2:00 P. M., May 2, 1983. To be reviewed by the court for acceptance or rejection at 2:00 P. M., May 3, 1983. Procedures for bids to be made a part of these minutes.

All voted aye.

JOB NO. 1113

A. DESCRIPTION OF PROJECT

1. Work Covered by Contract Documents:
Expansion of Johnson County Jail Facility Consisting Of a One Floor Addition With The Provisions Made For a Second and Third Floor Expansion At Some Later Date. There Is A Minimum Amount Of Demolition And Alteration.

B. BIDDING DOCUMENTS

1. Invitation For Bids:
The Expansion Of The Johnson County Jail Facility, Project Number 1113 Located In Cleburne, Texas.
Receipt Of Bids: Sealed Proposals For This Work Will Be Received By Mr. R.A. Reis, President Of R.A. Reis & Associates, Inc., Construction Managers For The Above Project, At The Office Of The Construction Manager, 2629 Gravel, Building #2, Fort Worth, Texas Until 2:00 P.M.
Bids Mailed Shall Be Addressed To Mr. R. A. Reis, President, R.A. Reis & Associates, Inc., 2629 Gravel, Building #2, Fort Worth, Texas 76118, And Should Be Clearly Marked Bid Proposal, Johnson County Jail Facility, Cleburne, Texas. Bid Security In The Amount Of (5%) Of The Bid Sum Must Accompany Each Bid. The Owner Reserves The Right To Reject Any Or All Bids And To Waive Any Formality In Connection Therewith.

SCOPE OF WORK: This Project Consists Of Construction Of A One Story Detention Facility And Includes All Related Site Paving, Utilities, Parking, Walks, Drives, Concrete Foundations, Masonry, Structural & Miscellaneous Steel Framing Systems, Built-Up Roofing And Sheet Metal, Interior Finishes, Detention Equipment, Plumbing, Heating & Air Conditioning, And Electrical Services. All Work To Be Awarded As Outlined In Bid Package Sections.

2. Instruction to Bidders

a. Documents

One Or More Sets Of Drawings And Specifications May Be Obtained From The Office Of The Construction Manager, R. A. Reis & Associates, Inc., 2629 Gravel, Ft. Worth, Texas 76118. (Phone #(817) 284-6381, Metro #(817) 589-0165). Upon The Receipt Of A Deposit Check In The Amount Of \$150 For Each Set Of Drawings Requested. The Check Should Be Made Payable To R. A. Reis And Associates, Inc. All Checks Will Be Returned If A Bid Is Submitted And Drawings And Specifications Are Returned To The Construction Managers Office In Good Condition Within Two Weeks After Bid Date. If Drawings & Specifications Are Not Returned, No Refund Will Be Made. Drawings and Specifications Will Be Made Available At The AGC Plan Rooms In Both Dallas And Fort Worth As Well As The Dodge Reports.

b. Examination

Bidders Shall Carefully Examine The Documents And The Construction Site To Obtain First-Hand Knowledge Of Existing Conditions.

c. Questions

Bidders Shall Submit All Questions About The Drawings And Specifications To The Construction Manager In Writing. Replies Will Be Issued To All Bidders Of Record As Addenda To The Drawings And Specifications, And Will Become Part Of The Contract. The Owner/Construction Manager Will Not Be Responsible For Oral Clarification.

d. Preparation Of Bids

Bids Shall Be Submitted On Unaltered Bid Forms Furnished By The Construction Manager. Fill In All Blank Spaces. If There Are Entries (Blank Spaces) On The Bid Form Which Do Not Apply To A Particular Bidder, These Entries Shall Be Marked "N.A." (Not Applicable) By That Bidder. No Bids Will Be Considered That Are Amended Or Are Qualified With Conditional Clauses, Alterations, Items Not Called For In The Bid, Or Irregularities Of Any Kind Which, In The Owner's/Construction Manager's Opinion, May Disqualify The Bidder.

e. Bid Security

A Certified Check, Cashier's Check Or Bid Bond In An Amount Equal To 5% Of The Largest Possible Total Bid And Made Payable To The Owner Must Accompany Each Bid. This Shall Be Considered As The Amount Of Liquidated Damages Which The Owner Will Sustain By The Failure, Or Refusal, Of The Bidder To Execute And Deliver The Contract And Performance And Payment Bonds Should The Contract Be Awarded Him.

If The Bidder Defaults In Executing And Delivering The Contract And The Performance And Payment Bonds Within Five Days After Written Notification From The Owner Of The Award Of The Contract To Him, Then The Check Or Bid Bond Shall Become The Property Of The Owner.

Bids Shall Remain In Effect For A Period Of 30 Days After The Time Established For Receipt Thereof, And During This Time The Owner May Accept Or Reject The Bids As He So Elects. If The Bid Is Not Accepted Within 30 Days After The Time Set For Submission Of Bids, Or If The Successful Bidder Executes And Delivers Said Contract And The Performance And Payment Bonds, Then The Check Or Bid Bond Will Be Returned.

- f. Performance Bond And Labor Material Payment Bond
A Performance Bond And A Labor And Material Payment Bond Will Be Required Of The Successful Bidder And Shall Be Executed By A Surety Company Acceptable To The Owner. Each Bond Shall Be In The Amount Equal To One Hundred Percent (100%) Of The Contract Price. The Performance Bond And The Labor And Material Payment Bond May Be In One Or In Separate Instruments In Accord With Local Law And Are To Be Delivered To The Owner No Later Than The Date Of Execution Of The Contract. Failure Or Neglecting To Deliver Said Bonds, As Specified, Shall Be Considered As Having Abandoned The Contract, And The Bid Security Will Be Retained As Liquidated Damages. The Performance Bond Requirement Shall Be Waived For All Contracts Of \$10,000.00 Or Less.
- g. Submittal
Submit Bids In Accord With The Invitation To Bid. Enclose Bid In An Opaque, Sealed Envelope. Clearly Mark On The Outside Of The Bid Envelope: (1) Project Name; (2) Name Of Bidder.
- h. Modification And Withdrawal
No Bid May Be Changed, Amended Or Modified By Telegram Or Otherwise After Submittal. Bidders May Withdraw Bids At Any Time Before Bid Opening, 2:00 P.M. _____, But May Not Resubmit Them.
- i. Execution Of Contract
The Owner Reserves The Right To Accept Any Bid, And To Reject Any And All Bids, Or To Negotiate Contract Terms With The Various Bidders, When Such Is Deemed By The Owner To Be In His Best Interest.
- Each Bidder Shall Be Prepared, If So Requested By The Owner, To Present Evidence Of His Experience, Qualifications, And Financial Ability To Carry Out The Terms Of The Contract.
- Notwithstanding Any Delay In The Preparation And Execution Of The Formal Contract Agreement, Each Bidder Shall Be Prepared, Upon Written Notice Of Bid Acceptance, To Commence Work On, Or Before, A Date Stipulated In An Official Written Order Of The Owner To Proceed.

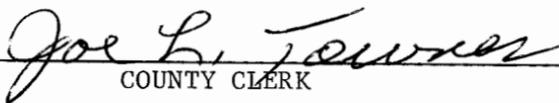
The Accepted Bidder Shall Assist And Cooperate With The Owner In Preparing The Formal Contract Agreement, And Within 5 Days Following Its Presentation Shall Execute Same And Return It To The Owner.

✓ A motion was made by David Russell, Commissioner of Precinct No. 2 and seconded by Commissioner Roe, Commissioner of Precinct No. 1, to authorize payment of \$855.00 to Kenneth Pounds, in regard to the Rock Creek Bridge Project.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adjourn.

All voted aye.



COUNTY CLERK



COUNTY JUDGE

...ooo0ooo...

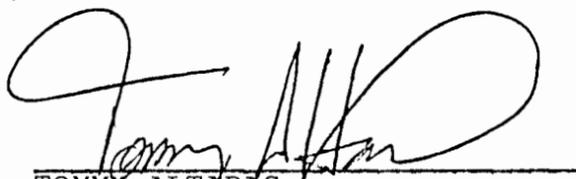
AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - APRIL 21ST, 1983 - 9:30 A.M.

FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

- ✓ 1. Consideration of the passing of the final Hospital
Lease Agreement
- ✓ 2. Setting of Notices for public hearings in regard to
Johnson County Memorial Hospital
3. Discussion of basements windows and for paint
- ✓ 4. Consideration of Public Notice Hearing in Regard to
Private Sewage Facilities

AND, any other matters that may arise after publication
of this Agenda. This Agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article 6252-17
of Vernon's Civil Statutes .


TOMMY ALTARAS
County Judge

POSTED: APRIL 19, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

504-A

JOHNSON & SWANSON

ATTORNEYS AND COUNSELORS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

114 WEST 7th STREET
1000 NORWOOD TOWER
AUSTIN TEXAS 78710
512 474 4829

4700 INTERFIRST TWO
DALLAS, TEXAS 75270
214 653-2000
TELEX 73 0180
TELECOPY: 214 653-2099

1910 PACIFIC AVENUE
SUITE 1200
DALLAS, TEXAS 75201
13355 NOEL ROAD
2200 ONE GALLERIA TOWER
DALLAS, TEXAS 75240
214 851 5000

WRITER'S DIRECT DIAL NUMBER
653-2071

April 18, 1983

Mr. Dan Boulware
County Attorney
Johnson County Courthouse
Cleburne, Texas 76031

Re: Lease Agreement/Johnson County Memorial Hospital

Dear Dan:

Enclosed for review and comment by you, Judge Altaras and the County Commissioners is a copy of the Lease Agreement between Johnson County and Methodist Affiliated Hospitals, as revised in accordance with our discussions at last Friday's Commissioner's Court Meeting. If the revisions are satisfactory as prepared, please let me know and I will have clean copies forwarded to you for distribution prior to this Thursday's meeting. Also, if there are any points which need further discussion and modification, let's talk as soon as possible in order that we can have a mutually satisfactory agreement by Thursday morning.

With best wishes, I am

Very truly yours,



J. Anthony Patterson, Jr.

JAP/tgl
enclosure

cc: Mr. Tony Goodwin
Mr. Rick Stivers
Mr. Jack Browder ✓
Mr. Mike McConnell
Mr. William R. Anderson, Jr.
Judge Tommy Altaras

504-A

505

DRAFT
DATE APRIL 18, 1983
REDLINED TO SHOW CHANGES
— ADDITIONS
^ DELETIONS

PROPOSED LEASE AGREEMENT
LEASE AGREEMENT

Dated as of _____, 1983

Between

JOHNSON COUNTY, TEXAS

As Lessor

and

METHODIST AFFILIATED HOSPITALS

As Lessee

With JOHNSON COUNTY HOSPITAL AUTHORITY

Joining In Connection With Certain Representations and Agreements

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LEASE AGREEMENT

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LEASE AGREEMENT

This Lease Agreement is made and entered into as of the ____ day of _____, 1983, by and between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas ("JOHNSON COUNTY"), as Lessor, and METHODIST AFFILIATED HOSPITALS, a non-profit corporation organized and existing under the laws of the State of Texas ("MAH"), as Lessee, with the JOHNSON COUNTY HOSPITAL AUTHORITY, a political subdivision of the State of Texas, organized and existing under the laws of the State of Texas (particularly Article 4494r of the Texas Revised Civil Statutes) (the "Authority") joining in this Lease for the purpose of making and be the object of certain representations, warranties and agreements.

WITNESSETH:

WHEREAS, JOHNSON COUNTY has established a county hospital under the provisions of Article 4478 of the Texas Revised Civil Statutes, in the City of Cleburne, Texas, known as Johnson County Memorial Hospital (the "Hospital"); and

WHEREAS, JOHNSON COUNTY heretofore leased the Hospital to the Authority under the terms of a lease agreement dated May 13, 1969, which lease agreement was revised under an instrument titled Revised Lease Agreement, dated March 18, 1977 (the lease agreement and the Revised Lease Agreement being referred to hereafter as the "Authority's Lease Agreement"); and

WHEREAS, JOHNSON COUNTY, MAH, and the Authority agree that the present and future health care needs of the residents of the communities served by the Hospital will best be served by (1) the construction by MAH or an affiliate of MAH of a new hospital facility capable of serving as a regional medical center, (2) the lease of the Hospital to MAH during the period of construction to the opening of the new hospital facility, (3) the transfer of certain personal property to MAH, and (4) the closure of the Hospital upon the opening of the new hospital facility; and

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WHEREAS, the Commissioners' Court of JOHNSON COUNTY has found and determined by an order entered in the minutes of said Court on April 21, 1983, that it is in the best interest of JOHNSON COUNTY to lease the Hospital and sell certain personal property used in the Hospital to MAH presently; and

WHEREAS, the Commissioners' Court of JOHNSON COUNTY held a public hearing on _____, 1983, to consider the questions of a current leasing and sale of property of the Hospital, following (1) notice of such hearing being published by the County Clerk in the _____ at least once a week for two consecutive weeks prior to the date set for such hearing date, and (2) no petition being filed with the County Clerk properly calling for a referendum of the qualified voters of the County on the questions of the leasing and sale of property of the Hospital; and

WHEREAS, at the hearing, representatives of MAH expressed their commitment to lease the Hospital and construct the new hospital facility and demonstrated their ability to consummate the same, and representatives of the Authority expressed their support for the proposed transaction; and

WHEREAS, following such public hearing, the Commissioners' Court of JOHNSON COUNTY reaffirmed that the leasing and the sale of certain personal property of the Hospital to MAH is in the best interest and benefit of JOHNSON COUNTY, and thereupon entered an order directing that this lease and the sale of property be consummated; and

WHEREAS, JOHNSON COUNTY, MAH and the Authority affirm that upon the opening of the new hospital facility the requirements of Texas law for closure of the Hospital will need to be performed; and

WHEREAS, the Authority and JOHNSON COUNTY have contemporaneously with the execution of this Lease Agreement executed a termination agreement of the Authority's Lease Agreement;

NOW, THEREFORE, JOHNSON COUNTY, MAH and the Authority, in consideration of the rental to be paid hereunder and the mutual covenants and agreements herein contained, each intending to be legally bound, do covenant and agree as follows:

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ARTICLE I

DEFINITIONS

In this Lease Agreement and any exhibit or supplement hereto (unless expressly stated otherwise therein) terms used as defined terms in the preceding recitals shall have the same meanings throughout this Lease Agreement, and in addition, the following terms shall have the meanings specified below:

1.01 Closure -- shall mean the ceasing of the provision of medical and related care at the Hospital and decertification of its beds upon the commencement of the provision of corresponding medical and related care at the Regional Medical Center.

1.02 Equipment -- shall mean all fixed (attached but not permanently affixed) and movable equipment used by the Authority in the operation of the Hospital immediately prior to the execution of this Lease Agreement, including the items listed on Exhibit "A" attached hereto and made a part hereof.

1.03 Existing Contracts -- shall mean all contracts; whether leases, licenses, permits, or otherwise; for the provision of services, equipment and supplies, presently obligating the Hospital, whether entered into by the Authority or JOHNSON COUNTY, except for those contracts listed on Exhibit "B" attached hereto and made a part hereof.

1.04 Improvements -- means the buildings and any other physical structures comprising the Hospital which are situated on the Land.

1.05 Indigent Care -- means medical care which (1) is not eligible for payment by or reimbursement from any other source (including, without limitation, Medicare, Medicaid, other governmental program, insurance, employee benefit plan, or other third party), and (2) is provided to a resident of JOHNSON COUNTY or a ward of JOHNSON COUNTY to whom JOHNSON COUNTY is obligated to provide free medical care under Texas law.

1.06 Hospital -- means the 186 bed JCAH accredited secondary care hospital located on the Land and known as "Johnson County Memorial Hospital."

1.07 Land -- means that certain tract of land located in Cleburne, Johnson County, Texas on which the Hospital is situated, as more particularly described on Exhibit "C" attached hereto and made a part hereof.

1.08 Leased Premises -- means the Land and Improvements now or hereafter comprising and used in connection with the Hospital.

1.09 Memorials -- means those funds of money which have been donated to the Hospital for a particular purpose by the donor, plaques, and any other items which commemorate or honor a person.

1.10 Outstanding Indebtedness -- means the bond and capital lease indebtedness of the Hospital as of the Commencement Date of this Lease, as set forth on Exhibit "E" hereto.

1.11 Personal Property -- means all personal property of the Hospital, including (1) cash, (2) investments (including funds set aside for payment on Outstanding Indebtedness), (3) prepaid items, (4) all tangible personal property located on, attached to, or used in connection with the operation of the Hospital, including without limitation all furniture, Equipment, and vehicles; (5) all inventory and supplies; (6) all accounts receivable (including Medicare and other third party payor receivables); (7) all equipment leases, service, maintenance, management, employment and other contracts relating to the ownership and operation of the Hospital; and (8) all general intangibles, excepting the amount reflected on the Hospital's balance sheet on the Commencement Date as "Funded Depreciation" which is in excess of the amount required to be set aside and held under the terms of any of the Outstanding Indebtedness.

1.12 Regional Medical Center -- means the new hospital facility to be constructed by MAH or an affiliate of MAH within JOHNSON COUNTY, Texas, as a replacement facility to the Hospital.

As the context shall require, all words imparting the singular number shall include the plural number; all words imparting the masculine gender shall include the feminine and neuter genders; all conjunctive uses of the words "here" and "in", "of", "after" and the

like shall mean this Lease Agreement; and all references to Articles and Sections shall mean articles and sections of this Lease Agreement.

ARTICLE II

LEASE OF THE LEASED PREMISES

2.01 Agreement of Lease. JOHNSON COUNTY, as lessor, does hereby demise and lease the Leased Premises to MAH, as lessee, for the operation and use as contemplated herein and MAH does hereby lease, hire and take the Leased Premises from JOHNSON COUNTY, together with all rights, powers, easements, licenses, rights of way, and other interests in property (real, personal and mixed) now owned and appurtenant thereto.

2.02 Warranty of Title. JOHNSON COUNTY represents and warrants to MAH that it owns the Leased Premises in fee simple and that the Hospital constitutes a "county hospital" under Texas law. JOHNSON COUNTY further represents and warrants to MAH that it has the lawful authority to enter into this Lease Agreement and covenants that it will execute or procure any further necessary assurances of title and authority that may be reasonably required for the protection of MAH.

2.03 Covenant of Quiet Enjoyment. Except as otherwise expressly provided in this Lease Agreement, and so long as no default exists hereunder, JOHNSON COUNTY covenants to do no act to disturb the peaceful and quiet use, occupation and enjoyment of the Leased Premises by MAH.

2.04 Warranty of Fulfillment of Existing Obligations. JOHNSON COUNTY and the Authority jointly and severally represent and warrant to MAH that, to the best of their respective knowledge and belief, at the time of the execution and delivery of this Lease Agreement, there is no default of the obligations under the Outstanding Indebtedness, or any other obligations which are secured by, or related to the Leased Premises. JOHNSON COUNTY further represents and warrants to MAH that, to the best of its knowledge and belief, the execution and delivery of this Lease Agreement will not constitute such a default under any Existing Contract, Memorial or instrument evidencing the Outstanding Indebtedness.

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2.05 Assignment of Rights. JOHNSON COUNTY and the Authority jointly and severally assign to MAH, for the term of this Lease, all of their respective rights under, or in connection with, Memorials, transferable governmental or quasi-governmental licenses and permits, and other rights relating to and needed for the operation of the Hospital. In addition, MAH shall have access to, and the right to use, all customer lists of the Hospital, all books and records relating to the medical care, operations, financial condition, personnel and patients of the Hospital, and all telephone exchange numbers presently in use, or reserved for the use, by the Hospital. MAH shall maintain and perform any obligations of the Hospital under such physician contracts as exist on the Commencement Date, and as such contracts are amended and new contracts are entered into during the term of this Lease.

2.06 Term of Lease. The term of the Lease Agreement shall commence on _____, 1983 (the "Commencement Date"). The primary term of this Lease shall run from the Commencement Date until twelve o'clock midnight on the last day of the thirty-sixth (36th) month following the month in which the Commencement Date occurs (the "Termination Date"), or if sooner, the date of Closure, unless sooner terminated as provided herein. If Closure does not occur on or prior to the Termination Date, this Lease shall continue on a month to month tenancy.

ARTICLE III

USE OF THE LEASED PREMISES

3.01 Provision of Health Care. During the term of this Lease Agreement, MAH promises to (1) maintain and operate the Hospital, (2) provide the personnel, materials and other things needed for the Hospital's operation, and (3) use the Leased Premises for the purpose of providing for and administering to the sick, maimed and afflicted of all races and creeds, operating the same for the ultimate benefit of the patients served, without regard to the patient's ability to pay for the services provided. Medical care will be provided for all persons requiring emergency services in the Hospital emergency room. MAH agrees to staff the emergency room with 24 hours physician coverage as soon as practicable. Nonemergency medical care shall be provided to residents of JOHNSON COUNTY on a preferential basis.

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During the term of this Lease, MAH agrees to provide Indigent Care at the Hospital. When the Hospital provides Indigent Care during the term of this Lease, a description in reasonable detail of such Indigent Care shall be submitted to JOHNSON COUNTY at the end of each calendar month.

Upon the Closure of the Hospital and the opening of the Regional Medical Center, and for so long as MAH or an affiliate of MAH operates the Regional Medical Center, MAH agrees that the Regional Medical Center will provide Indigent Care in accordance with the provisions of this paragraph. During each fiscal year of the Hospital during the term of the Lease (with any partial fiscal years occurring in the Lease term being annualized on the basis of the experience during the fiscal year to the date of expiration) MAH shall determine what percentage of the total Hospital budget (on a charges basis rather than a cost basis) is represented by Indigent Care and report such amount expressed as a percentage to the Commissioners' Court of JOHNSON COUNTY. Upon expiration of the Lease and Closure of the Hospital, MAH shall compute the average annual percentage (the "Average Annual Percentage") of the Hospital's budget that was represented by Indigent Care during the term of the Lease. Thereafter, the Regional Medical Center will bear financial responsibility for any Indigent Care rendered by it up to, but not exceeding, the Average Annual Percentage as applied to the annual budget of the Regional Medical Center for such year. For example, if the Average Annual Percentage was calculated to be four percent (4%) of the Hospital's annual budgets, the Regional Medical Center would assume the responsibility of providing Indigent Care in an amount up to four percent (4%) of its annual budgets. In each year after Closure of the Hospital if any Indigent Care is provided in excess of the dollar equivalent of the Average Annual Percentage (on a charges basis rather than a cost basis) JOHNSON COUNTY shall bear the financial responsibility for the provision of such care, with reimbursement to the Regional Medical Center to be made by JOHNSON COUNTY at the rate equal to that used for the Texas Medicaid program (which is a cost based program) (or, if Medicaid should no longer exist the successor or replacement program, and if none, on an equivalent basis which reimburses the Regional Medical Center for its costs of providing the Indigent Care). MAH shall submit to JOHNSON COUNTY at the end of each calendar month a description in reasonable detail of the Indigent Care rendered during the preceding calendar month, and any reimbursement to be made by JOHNSON COUNTY shall be made upon receipt of

the description and evidence of satisfaction of the financial responsibility of the Regional Medical Center for such year.

During the term of this Lease and thereafter, JOHNSON COUNTY shall have the right to inspect the financial records of the Hospital and the Regional Medical Center, as applicable, during regular daily business hours of the financial offices of the Hospital and the Regional Medical Center (as applicable) insofar as is necessary to verify the financial obligations of the Hospital, JOHNSON COUNTY and the Regional Medical Center under this section.

3.02 Condition of Premises. MAH accepts the Leased Premises as they exist upon the execution of this Agreement and agrees to keep the Improvements, furnishings, Equipment and accessories forming a part of the Hospital in good repair at its own expense. MAH shall make such repairs, renewals and purchases as it deems desirable to comply with its obligations hereunder and to permit the Hospital to carry on its operations in the same or an improved manner from the operations on the Commencement Date. MAH will return the Leased Premises to JOHNSON COUNTY (upon the expiration or termination of this Agreement) in the condition as they exist on the date of execution of this Lease Agreement, ordinary wear and tear and deterioration of the Improvements from the use of the same for the purposes hereinabove provided excepted; and subject to the provisions of Sections 3.03 and 5.02.

3.03 Sale and Transfer of Personal Property. Concurrently with the execution of this Lease Agreement, MAH is purchasing from JOHNSON COUNTY the Personal Property under the terms of a separate Bill of Sale. Any additional personal property required in the operation of the Hospital during the term of this Lease shall be provided by MAH. A security agreement covering the Personal Property and securing its obligation shall be executed and delivered by MAH to JOHNSON COUNTY, which security agreement shall provide that a default under this Lease Agreement shall be an event of default thereunder.

3.04 Renewals, Repairs and Alterations. To the extent MAH, in its discretion, determines it necessary or desirable to carry out its obligations hereunder, MAH shall have the right at its own cost or with the proceeds of insurance under Section 5.02 to

make renewals, repairs and alterations to the interior of the Improvements and may also make any alterations to the exterior of the Improvements or to their foundations and may construct any additions to the Hospital deemed needed to enable MAH to properly carry out its obligations hereunder, and may cause any additional structure or structures to be placed on the Land, with the prior approval of JOHNSON COUNTY, provided that any additional buildings or structures shall be for Hospital or Hospital related purposes. MAH agrees specifically to upgrade, modernize and make any necessary repairs to the emergency room of the Hospital.

3.05 Maintenance of Hospital Grounds. MAH agrees to maintain the grounds forming a part of the Leased Premises and to accomplish at its own expense such landscaping and beautification as it may determine to be necessary or proper.

3.06 Ambulance Service. MAH agrees to take over and maintain the Hospital ambulance service as it exists on the Commencement Date, which includes number of ambulances, number and qualifications of personnel, ambulance station and service area coverage (the "Basic Ambulance Service"). MAH may improve or expand the Basic Ambulance Service as the needs of JOHNSON COUNTY dictate. Upon the Closure of the Hospital and the opening of the Regional Medical Center, MAH agrees that at least the Basic Ambulance Service will be continued from the Regional Medical Center during the period MAH or any affiliate of MAH operates the Regional Medical Center. In addition, MAH shall undertake to review and assess the capability and suitability of the ambulance service presently provided in order to determine whether the current needs of the service area of the Hospital are adequately being met. Following such review, MAH shall provide JOHNSON COUNTY with a written report setting forth its findings, and if needed, alternative recommendations for upgrading the present ambulance services.

ARTICLE IV

RENTAL AND OTHER PAYMENTS AND FINANCIAL COVENANTS BY MAH

4.01 Rental and Cash Consideration. MAH agrees to pay to JOHNSON COUNTY as rental for the Leased Premises and as consideration for the sale and transfer of the

Personal Property no less than Seven Million Seven Hundred Thirty Thousand Four Hundred Dollars (\$7,730,400) (the "Consideration"). The Consideration shall be divided into two segments, the first being monthly payments totaling Four Million Seven Hundred Thirty Thousand Four Hundred Dollars (\$4,730,400) (the "Monthly Payments") and the second being a single sum payment of Three Million Dollars (\$3,000,000) (the "Single Sum Payment"). The Monthly Payments shall each be in the amount of One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400), payable on or before the last day of each calendar month during the term of this Lease, commencing _____, 1983. In the event that the Lease should expire prior to payment of the sum of the Monthly Payments equaling Four Million Seven Hundred Thirty Thousand Four Hundred Dollars (\$4,730,400), the difference shall be paid monthly by MAH to JOHNSON COUNTY over the remaining months of the original thirty-six (36) month term. If MAH holds over after the primary Lease term expires it shall pay as rental One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400) per calendar month for each subsequent calendar month it occupies the Leased Premises. If MAH occupies the Leased Premises for only a portion of a calendar month occurring after the primary term of this Lease Agreement the monthly rental shall be prorated based upon the number of days of such month during which MAH occupied the Hospital. The Single Sum Payment shall be paid within thirty (30) days following the earlier of (1) the expiration of the Lease term or (2) the last day of the thirty-sixth (36th) month following the month in which the Commencement Date occurs.

4.02 MAH's Undertaking to Pay Outstanding Indebtedness. A schedule of JOHNSON COUNTY's Outstanding Indebtedness as of the Commencement Date is attached to this Lease Agreement as Exhibit "E". MAH covenants to pay or make provision for payment of, on behalf of JOHNSON COUNTY, and in a timely manner, the amounts becoming due under the Outstanding Indebtedness during the term of this Lease. MAH shall not be liable for any payments which may become due after termination or expiration of the Lease nor as a result of the acceleration of any portion of the Outstanding Indebtedness, unless such acceleration is due to MAH's failure to perform in accordance with the terms of this Lease Agreement. MAH and JOHNSON COUNTY agree that upon any date when redemption of any bonds constituting Outstanding Indebtedness may be made, MAH shall have the right to apply all or such portion of the funds in the Hospital's "Funded Depreciation" account to redeem such bonds in full. In such event,

MAH shall pay over to the County Treasurer within fourteen (14) business days following the date of application of such funds, the remainder of the "Funded Depreciation" account.

4.03 Payment of Operating Obligations and any Additional Indebtedness. During the term of this Lease, MAH shall keep all obligations created by or arising from the Lease and the operation of the Hospital thereunder paid and discharged before they become delinquent, and if JOHNSON COUNTY should in the future at MAH's request incur other or further debts or obligations related to the Leased Premises (the "Additional Indebtedness"), MAH will likewise keep, perform and discharge the payments under the Additional Indebtedness coming due during the term of this Lease at MAH's sole cost and expense. Any such Operating Obligations and Additional Indebtedness which remain outstanding and payable after termination or expiration of the Lease shall be the responsibility of JOHNSON COUNTY.

4.04 Financial Information. MAH shall furnish JOHNSON COUNTY with copies of the annual operating and financial statements of the Hospital and periodic reports at least quarterly, prepared in the ordinary course of business, so that JOHNSON COUNTY may know the general financial condition of the Hospital as operated by MAH. JOHNSON COUNTY will be permitted, upon giving reasonable advance written notice to MAH, to inspect the Leased Premises and review records related to the operations of the Hospital so that JOHNSON COUNTY may be satisfied as to the keeping of the covenants and conditions contained in this Lease Agreement. MAH also agrees to meet with the Commissioners' Court of JOHNSON COUNTY or their designated representatives at the end of each calendar quarter to review the financial reports and other operating reports of the Hospital, unless such meetings are waived by JOHNSON COUNTY or its designated representative.

4.05 Employment of Hospital Employees. Effective as of the Commencement Date, MAH shall be responsible for hiring, promotion, discharge and supervision of all employees performing services in the Hospital. Upon the Commencement Date all employees who are on such date employed at the Hospital shall become employees of MAH and no such employee will be discharged by MAH for a period of six (6) months from the Commencement Date unless cause for such discharge exists under MAH's personnel policies. There will be no loss in status (i.e., job description or job classification) or

seniority of any Hospital employee upon becoming an employee of MAH (the parties recognizing that promotions, changes in shifts and related actions are not a loss in status or seniority). Each Hospital employee who becomes an employee of MAH under the provisions of this Section shall receive credit for all years of service with the Hospital for purposes of eligibility to participate and vesting of benefits in any employee benefit programs of MAH, but credit for years of service for purposes of accrual of benefits in any pension, annuity, or related deferred compensation program of MAH shall commence as of the Commencement Date. Accrued vacation time and sick leave as of the Commencement Date shall be carried forward and honored by MAH. Any other employee benefits accrued with respect to such employees prior to the Commencement Date shall be and remain solely the obligation of JOHNSON COUNTY or the Authority.

4.06 Payment of Impositions.

(a) For the purpose of this Section 4.06, the term "Impositions" shall mean the taxes (including, but not limited to, property taxes) which may now or hereafter be imposed by the United States of America, any state or municipality or any political subdivision or subdivisions thereof, and all assessments for public improvements or other assessments, levies, license fees, charges for publicly supplied water or sewer services, excises, franchises, imposts and charges, general and special, ordinary and extraordinary (including interest, penalties and all costs resulting from delayed payment of any of the foregoing) which are levied, assessed, charged, or imposed or which are or may become a lien upon this Lease, the Leased Premises, the use or occupation thereof, or upon MAH or JOHNSON COUNTY for payment or collection of which JOHNSON COUNTY otherwise would be liable or accountable under any lawful authority whatever by reason of this Lease.

(b) MAH shall pay and discharge the Impositions prior to their becoming due and payable any penalties or interest thereon, subject to MAH's right to contest any such Imposition as provided for below. In the event that any Impositions may be paid in installments, MAH shall have the option to pay such Impositions in installments; and in such event, MAH shall be liable for only those installments which become due during the term of the Lease Agreement. MAH shall prepare and file all tax reports required by governmental authorities which relate to the Impositions. MAH shall deliver to JOHNSON

COUNTY, within twenty (20) days of receipt thereof, copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority.

(c) MAH shall not be required to pay any Imposition so long as MAH shall contest, in good faith and at its expense, the existence, the amount, or the validity thereof, or the extent of its or JOHNSON COUNTY's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (1) the collection of, or other realization upon, the Imposition, (2) the sale, forfeiture or loss of any of the Leased Premises to satisfy the payment of any Imposition, (3) any interference with the use or occupancy by MAH of any of the Leased Premises, and (4) the cancellation of any fire or other insurance policy. MAH further agrees that each such contest shall be promptly and diligently prosecuted to a final conclusion, except that MAH shall, so long as the conditions of the first sentence of this paragraph are at all times complied with, have the right to attempt to settle or compromise such contest through negotiations. MAH shall pay, and save JOHNSON COUNTY harmless against, any and all losses, judgments, decrees and costs (including reasonable attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final determination of such contest, fully pay and discharge the amounts which may be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject JOHNSON COUNTY to the risk of any civil or criminal liability or contravene any provision of any legal instrument evidencing the Outstanding Indebtedness.

4.07 Medicare Payments. MAH agrees to file timely all cost reports and other forms necessary for obtaining reimbursement under the federal Medicare and state Medicaid programs. MAH shall pay any sums found owing to such programs, but shall have the same right to challenge such determinations as are made under such programs as for any Imposition under Section 4.06.

4.08 Quality of Care. MAH covenants and agrees to operate the Hospital and to construct and operate the Regional Medical Center in conformance with federal, state and local law, and in a manner which shall be at a level which will meet applicable guidelines of the American Medical Association and the standards set by the Joint Commission on Accreditation of Hospitals in its Accreditation Manual Handbook.

4.09 Preservation of Memorials. MAH agrees that all Memorials in the Hospital will be preserved during the term of the Lease and upon the opening of the Regional Medical Center will be transferred to the Regional Medical Center for continued preservation and display in an appropriate manner and location.

4.10 Physician Recruitment. Immediately following the Commencement Date of the Lease, MAH shall undertake the assessment of the status of the medical staff of the Hospital and the Hospital's need for additional qualified physicians. MAH shall devise and implement a plan for physician recruitment. MAH shall seek the cooperation and solicit the advice of the medical staff in developing the physician recruitment program.

4.11 Public Relations. After the Commencement Date of the Lease, and also upon completion of the Regional Medical Center, MAH shall actively engage in a public relations program within the service area of the facilities, in order to promote both the health care capabilities of the Hospital and the Regional Medical Center and their relationship to the Harris Methodist Health System.

ARTICLE V

INSURANCE, CASUALTY AND CONDEMNATION

5.01 Insurance to be Maintained.

(a) Subject to the further provisions of this Section 5.01, MAH covenants to provide and maintain continuously during the term of this Lease the following:

(1) Insurance against loss and/or damage to the Leased Premises under a policy or policies in form and amount covering such risks as are ordinarily insured against by comparable health care facilities of The Harris Methodist Health System, including, without limiting the generality of the foregoing, fire and uniform standard extended coverage endorsements, limited only as may be provided in the standard form of extended coverage endorsements at the time in use in the State of Texas. Such insurance shall be for an amount at least equal to the replacement cost less depreciation of the Leased Premises. Additionally, the MAH

may provide and maintain risk insurance coverage on Equipment in such amounts in excess of any minimum amounts required hereunder as MAH deems as reasonable and necessary.

(2) Public liability insurance, landlord's liability insurance protecting JOHNSON COUNTY and MAH, as their interests may appear, against liability for injuries to persons and/or property.

(3) Malpractice insurance, insuring JOHNSON COUNTY and MAH against liability for death, injury, loss or damage occurring in the examination, diagnosis, treatment or care of any patient at the Leased Premises in at least the minimum amounts as may be required by law or regulation (or such amounts as MAH may determine if no law or regulation establishes a minimum) to be effective from the Commencement Date.

(4) Fidelity bonds on all officers and employees of MAH who collect or have custody of or access to revenues, receipts, income or any funds of the Hospital, such bonds to be in such amounts as are customarily carried by like organizations engaged in like activities of comparable size and having comparable income.

(5) Workers Compensation and employer's liability insurance meeting MAH's statutory obligations; provided, however, that, if the Hospital becomes an approved self-insured, employer's liability coverage in the amount of at least \$100,000 shall be purchased.

(6) Boiler and machinery coverage (direct damage and use and occupancy) when required by ordinance or law.

(7) Excess liability insurance covering risks insured against under the policies specified in paragraphs (2) and (3) above, such excess liability insurance to provide coverage determined proper by MAH in its reasonable discretion (which may be a combined single limit for personal injury and property damage) in excess of the applicable limits per occurrence and in the aggregate of the policies specified in paragraphs (2) and (3).

(8) Business interruption insurance.

In all instances in which the Hospital maintains policies of insurance on the Commencement Date which are of a type specified in clauses (1) through (8) above, the amount of coverage provided by such policies shall constitute a minimum coverage amount for any policies thereafter provided by MAH. JOHNSON COUNTY shall have the right to direct MAH to purchase additional or increased coverage, but if as a result the premium cost increases the monthly rental paid by MAH hereunder shall be reduced in the same amount.

(b) All such policies and bonds shall provide, to the extent obtainable without additional cost that coverage shall not be reduced or cancelled without ten (10) days prior written notice to JOHNSON COUNTY. Any insurance proceeds which relate to the Improvements shall be held by MAH until paid out as hereinafter provided, and all losses payable with respect to such insurance on the Leased Premises shall be payable jointly to MAH and JOHNSON COUNTY.

(c) All policies of insurance and fidelity bonds shall be issued by responsible insurance or fidelity bonding companies, reasonably acceptable to JOHNSON COUNTY, doing business in the State of Texas and qualified under the laws of the State of Texas to assume risks covered by such policy or policies or bond or bonds and shall be nonassessable. All policies of insurance specified in subsection (a) above may contain loss deductible or co-insurance clauses specifying such sum or sums as MAH may determine in the exercise of its reasonable judgment as the sum or sums to be deducted from the amount of loss resulting from the particular perils insured against.

(d) With the prior approval of JOHNSON COUNTY, which approval shall not be unreasonably withheld, MAH may insure against any loss, peril or obligation otherwise covered under subsection (a) through a plan of self-insurance or by a captive insurance program related to MAH alone or as a part of The Harris Methodist Health System.

(e) All policies of insurance and fidelity bonds required under subsection (a) above shall be for the benefit of JOHNSON COUNTY and MAH, as their respective interests may appear; provided, however, that to the extent that and for so long as, under

applicable law or prevailing commercial insurance practice JOHNSON COUNTY shall have no insurable interest under any such policy, JOHNSON COUNTY shall not be required to be a named insured under the policy so affected. All policies required under subsection (a) shall be made payable to JOHNSON COUNTY and MAH, which shall have the right to receive the proceeds from such insurance and settle and receipt for claims thereunder.

(f) Anything to the contrary herein notwithstanding, MAH shall hold JOHNSON COUNTY harmless and without liability for any claim whatsoever arising as the result, directly or indirectly, of insufficient insurance under this Section 5.01.

5.02 Notice of Casualty and Condemnation: Obligation to Repair and Reconstruct. Immediately after the occurrence of loss or damage covered by insurance required under Section 5.01(a)(1) or Section 5.01(a)(7), or after notice of condemnation has been received, or the occurrence of other material injury or damage to the Leased Premises, MAH shall notify JOHNSON COUNTY of such event. If the Hospital is able to operate at greater than fifty percent (50%) of its customary level (in terms of proper patient care and bed capacity) and repairs, reconstruction or replacement can be accomplished prior to the anticipated opening date of the Regional Medical Center, JOHNSON COUNTY shall proceed forthwith with repair, reconstruction or replacement, and shall pay from its own funds for the costs of such repair, reconstruction or replacement to the extent that insurance proceeds or other sums received by JOHNSON COUNTY are insufficient. If JOHNSON COUNTY shall advise MAH to the contrary, JOHNSON COUNTY may terminate the Lease, applying all proceeds of insurance it receives to the rental obligations of MAH hereunder or, in the alternative, JOHNSON COUNTY and MAH shall determine the best alternative manner of meeting the health care needs of those served by the Hospital and apply the proceeds to such alternative. Any excess proceeds shall be applied by JOHNSON COUNTY to the obligations of MAH under Section 4.01 of this Lease and upon termination or expiration of the Lease, such proceeds as are left, shall be retained by JOHNSON COUNTY.

5.03 Disposition of Property Insurance Proceeds and Condemnation Awards. MAH and JOHNSON COUNTY hereby agree that the proceeds of any insurance maintained pursuant to Sections 5.01(a)(1) and 5.01(a)(7), any condemnation awards and any

proceeds of conveyances in lieu of condemnation which are received in respect of the Leased Premises shall be applied in accordance with the provisions of Section 5.02. Any such proceeds and awards received by MAH or JOHNSON COUNTY shall be transferred promptly to the County Treasurer for such application. Condemnation proceeds attributable to MAH's leasehold estate hereunder shall be the sole and exclusive property of MAH.

5.04 Conformance With Covenants of Bond Indebtedness. The provisions of Sections 5.02 and 5.03 are subject to the terms, conditions and covenants of any instruments evidencing that bond indebtedness may constitute all or a part of the Outstanding Indebtedness.

5.05 Disposition of Insurance Proceeds — Liability. The proceeds of all public liability and landlord's liability insurance and all malpractice insurance required by paragraphs (2), (3), and (4) of Section 5.01(a) shall be applied to the payment of any judgment, settlement or liability incurred for risks covered by such insurance. Any excess over the amount required for such purpose shall be applied against the rental obligations of MAH under Section 4.01. The proceeds of all fidelity bonds collected by MAH shall be applied to restoring the revenues, receipts or income of the funds of the Hospital lost or depleted by reason of the action or failure to act of any officer or employee of MAH. Unless the monies or funds so taken or depleted shall be required to be restored to some specific funds or account, they shall be retained by MAH for use in the operation of the Hospital.

5.06 Evidence of Insurance. MAH covenants to furnish to JOHNSON COUNTY before the Commencement Date, and thereafter at least sixty (60) days prior to the beginning of each calendar year, an insurance certificate, listing the insurance policies (which shall include any alternative plan approved in accordance with Section 5.01), their amounts and expiration dates, and specifying the insurance renewals and replacements to be made during the ensuing year.

5.07 Failure to Carry Insurance. In the event MAH shall, at any time, neglect or refuse to procure or maintain insurance as herein required, JOHNSON COUNTY may, at its option, procure and maintain such insurance, and MAH shall be obligated to forthwith reimburse JOHNSON COUNTY for all amounts expended in connection therewith.

5.08 Indemnification and Nonliability of JOHNSON COUNTY. MAH covenants and agrees, at its expense, to pay, indemnify and save JOHNSON COUNTY, its Commissioners, County Judge and employees harmless from and against any and all claims, damages, demands, expenses, liabilities and taxes of any character and nature whatsoever accruing during the term hereof including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation, or governmental authority arising out of or resulting from the Leased Premises, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Leased Premises or as a result of a breach of this Lease Agreement by MAH. MAH also covenants and agrees at its expense to pay and to indemnify and save JOHNSON COUNTY, its Commissioners, the County Judge and its employees harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against JOHNSON COUNTY, its Commissioners, the County Judge or its employees by reason of any such claim or demand, MAH upon notice of such action from JOHNSON COUNTY, covenants to resist and defend such action or proceeding on behalf of JOHNSON COUNTY, its Commissioners, the County Judge or its employees. Notwithstanding the foregoing, neither JOHNSON COUNTY, its Commissioners, the County Judge nor its employees shall be held harmless and indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by its own negligence or willful and malicious acts or the negligence or willful and malicious acts of the Commissioners, the County Judge, its agents or employees; nor shall JOHNSON COUNTY, its Commissioners, its County Judge, its employees, nor its agents be held harmless and indemnified for any claims, damages, demands, expenses, liabilities, or taxes resulting from and/or allegations of fraud or misrepresentation on their part.

ARTICLE VI

OTHER COVENANTS OF MAH

6.01 Operation of the Leased Premises. The Leased Premises will be operated in such a manner to ensure high quality and comprehensive medical care, reflective of local characteristics and responsive to the current and anticipated demands from and within the

communities served by the Hospital, and to assure an effective, efficient and economic program manifesting financial viability. MAH covenants and agrees that it will at all times use its best efforts to maintain and operate the Leased Premises in compliance with all laws, ordinances, orders, rules, regulations, and requirements of duly constituted public authorities which may be applicable to the Leased Premises or to the repair and alteration thereof, or to the use or manner of use of the Leased Premises, and to meet standards and requirements and provide health care of such quality and in such manner as shall enable the Hospital to participate in, and provide services in connection with, recognized health and hospital insurance programs, and agrees that, so long as it shall remain a participating hospital under the Medicare, Medicaid, Blue Cross, Blue Shield, or other programs, it will use its best efforts to comply with the standards and requirements for remaining a participating hospital thereunder. MAH further covenants that in the operation and maintenance of the Leased Premises it will comply with applicable federal and state laws prohibiting discrimination based on race, religion, creed, color, sex or national origin. MAH further covenants and agrees that during the term of this Lease it will use its best efforts to continuously operate the Leased Premises in a manner which will maintain its certifications for reimbursement and licensure and its accreditation, if compliance with accreditation standards is required to maintain the operations of the Leased Premises and if failure to comply would adversely affect revenues from the Leased Premises.

6.02 Compliance with Hospital Survey and Construction Act Assurances. MAH agrees that it will abide by and carry out any assurances given by JOHNSON COUNTY in any application for Federal financial assistance, under the Hospital Survey and Construction Act (Public Law 725, 79th Congress), relating to continued operation and maintenance of a hospital system.

6.03 Hospital Administrator. During the term of the Lease, MAH shall provide a qualified and experienced Hospital Administrator for the Hospital.

6.04 Construction of Medical Center Facility. MAH, with the active cooperation of JOHNSON COUNTY, shall continue to seek the procurement of all necessary state or federal approvals (including a Certificate of Need from the Texas Health Facilities Commission) approving the expenditure of funds for the construction of the Regional Medical Center. Upon receipt of all necessary approvals, MAH shall cause construction of

the Regional Medical Center to begin. The construction shall be pursued diligently until its completion, which the parties agree to be within three (3) years of the date of this Agreement, extended only by delays caused by events which are not attributable to the neglect or control of MAH, its affiliates, agents or employees. The Regional Medical Center will be constructed for a licensed bed capacity of no less than 186 beds and in a manner which will allow for efficient expansion or additions to the Regional Medical Center to meet the future needs of the communities it serves. The Regional Medical Center will contain a morgue, two security/isolation rooms and such other physical attributes as will at a minimum replace the services presently offered by the Hospital. MAH agrees that as a member of the Harris Methodist Health System, Care Flight will be available to the Regional Medical Center, as well as the Hospital during the term of the MAH Lease.

6.05 Right of First Refusal for Repurchase. In the event that the Regional Medical Center is offered or is the subject of a bona fide offer for sale and purchase to any person or entity which is not a member of the Harris Methodist Health System, MAH shall notify JOHNSON COUNTY of the giving receipt of such bona fide offer and the terms and conditions set forth in the bona fide offer. JOHNSON COUNTY shall have the right of first refusal to purchase the Regional Medical Center at the same purchase price and upon the same terms and conditions as those set forth in the bona fide offer. In the event that the bona fide offer provides for consideration other than cash (the term cash includes cash payments over a term of years) which cannot or will not be met by JOHNSON COUNTY, the consideration to be paid by JOHNSON COUNTY shall be cash (which may include cash payments over an equivalent period of time as contained in the bona fide offer) which is, in the opinion of an investment banking firm of nationally recognized standing, "equal in value" to the non-cash consideration contained in such bona fide offer. JOHNSON COUNTY'S right of first refusal granted under this Section shall be exercisable for a period of forty-five (45) business days following notification of the bona fide offer, by written notice executed by the County Judge of JOHNSON COUNTY within such time period, failing which the Regional Medical Center may be sold upon the terms and conditions of the bona fide offer but not otherwise without again conforming with the provisions of this Section.

6.06 Office Space. Upon completion of the Regional Medical Center, MAH agrees to provide such staff, space and supplies at the Regional Medical Center for the County Health Officer and for the County Medical Examiner as may be needed in order that such persons are able to carry out those official functions as is provided for at the date of this Agreement.

ARTICLE VII

COVENANTS OF JOHNSON COUNTY

7.01 Compliance with Laws. JOHNSON COUNTY covenants and represents that for the purpose contemplated by this Lease, the existing facilities are in compliance with all applicable zoning, subdivision, building, land use and similar laws and ordinances.

7.02 Cooperation Concerning Any Licenses, Permits and Approvals. JOHNSON COUNTY covenants and agrees to cooperate in the filing with, and obtaining any necessary approvals from, any regulatory body or administrative agency, including, without limitation, the Texas Health Facilities Commission, which might have jurisdiction over the actions contemplated by this Lease. JOHNSON COUNTY further agrees to cooperate with MAH to obtain and/or maintain all governmental licenses and permits required in connection with the operation and management of the Leased Premises.

7.03 Additional Information. JOHNSON COUNTY agrees, whenever reasonably requested by MAH, to provide and certify or cause to be provided and certified such information concerning the Leased Premises and other topics as MAH considers necessary to enable it to make any reports or supply any information required by the Outstanding Indebtedness, any law, governmental regulation or otherwise.

7.04 Hold Harmless and Indemnify. JOHNSON COUNTY agrees that it is and will be responsible for any liabilities, claims, causes of action or other obligations of or relating to the Hospital and its operations arising from events occurring prior to the Commencement Date. JOHNSON COUNTY covenants and agrees, at its expense, to pay, to indemnify and to hold harmless MAH, its Board of Trustees and employees from and against any and all claims, damages, demands, expenses, liabilities and taxes of any

character and nature whatsoever accruing from and after the Commencement Date by reason of or as a result of any breach of this Lease Agreement by JOHNSON COUNTY and with respect to any dispute, claim or action arising from any acts or omissions of any party arising prior to the Commencement Date, including but not limited to, hospital professional liability claims.

ARTICLE VIII

DEFAULT AND REMEDIES

8.01 Default.

(a) By MAH. If MAH shall allow rent to be in arrears more than twenty (20) days after written notice of such delinquency, such failure to pay rental shall be a default under the terms of this Lease.

If MAH shall fail to perform any one or more of its obligations hereunder, (other than the payment of rental), JOHNSON COUNTY shall give MAH written notice specifying the claimed default. MAH shall have sixty (60) days from the receipt of such notice to:

(1) Correct such default, or

(2) Commence the correction of the covenants, conditions or provisions of this Lease Agreement claimed to be in default, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no default shall be deemed to have occurred or to exist if, and so long as, MAH shall commence such performance within thirty (30) days of notice and shall diligently and continuously prosecute the same to completion.

If the actions in relation to a failure to perform an obligation (other than a payment of rental) contained in clauses (1) and (2) above are not undertaken by MAH timely, then said failure to perform shall be a default under the terms of this Lease.

(b) By JOHNSON COUNTY. If JOHNSON COUNTY shall fail to perform any one or more of its obligations hereunder, MAH shall give JOHNSON COUNTY written notice specifying the claimed default. JOHNSON COUNTY shall have sixty (60) days from receipt of such notice to

(1) Correct such default, or

(2) Commence the correction of the covenants, conditions or provisions of this Lease Agreement claimed to be in default, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no default shall be deemed to have occurred or to exist if, and so long as, JOHNSON COUNTY shall commence such performance within thirty (30) days of such notice and shall diligently and continuously prosecute the same to completion.

If the actions in relation to a failure to perform an obligation contained in clauses (1) and (2) above are not undertaken by JOHNSON COUNTY timely, then said failure to perform shall be a default under the terms of this Lease.

8.02 Remedies on Default.

(a) To MAH. In the event of default by JOHNSON COUNTY, MAH (1) may, to extent it is legally able to do so, perform whatever obligation is the subject of the default by JOHNSON COUNTY; and JOHNSON COUNTY agrees to reimburse MAH on demand for any expenses which MAH may incur in thus effecting compliance with JOHNSON COUNTY's obligations; and JOHNSON COUNTY further agrees that MAH shall not be liable for any damages resulting to JOHNSON COUNTY or, in the alternative, (2) MAH may terminate this Lease. Pursuit of either of the foregoing remedies shall not

preclude MAH pursuing any other remedy herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a waiver of any damages accruing to MAH by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by MAH of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by MAH to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default. The loss and damage MAH may suffer by reason of termination of this Lease shall include lost profits for the then remainder of the primary term of this Lease, which amount shall be immediately payable from JOHNSON COUNTY to MAH.

(b) To JOHNSON COUNTY. In the event of default by MAH, JOHNSON COUNTY may at its option pursue any one or more of the following remedies without any further notice to MAH:

(A) Terminate this Lease, in which event MAH shall immediately surrender the Leased Premises to JOHNSON COUNTY, and if MAH fails to do so, JOHNSON COUNTY may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove MAH and any persons claiming under MAH who may be occupying said premises or any part thereof, without being liable for any claim of damages therefor; and MAH agrees to pay to JOHNSON COUNTY on demand the amount of all loss and damage which JOHNSON COUNTY may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(B) Enter upon and take possession of the premises and expel or remove MAH and any persons claiming under MAH who may be occupying the premises or any part thereof, without being liable to any claim for damages therefor, and if JOHNSON COUNTY so elects, relet the premises on such terms as JOHNSON COUNTY shall deem advisable and receive the rent therefor; and MAH agrees to pay

JOHNSON COUNTY on demand any deficiency that may arise by reason of such reletting.

(C) Enter upon the premises, without being liable for any claim for damages therefor, and do whatever MAH is obligated to do under the terms of this Lease; and MAH agrees to reimburse JOHNSON COUNTY on demand for any expenses which JOHNSON COUNTY may incur in thus effecting compliance with MAH's obligations under this Lease, and MAH further agrees JOHNSON COUNTY shall not be liable for any damages resulting to MAH for such action.

No reentry or taking possession of the premises by JOHNSON COUNTY shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to MAH. Notwithstanding any such reletting or reentry or taking possession, JOHNSON COUNTY, may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to JOHNSON COUNTY hereunder or of any damages accruing to JOHNSON COUNTY by reason of the violation of any of the terms, provisions and covenants herein contained. JOHNSON COUNTY's acceptance of rent following an event of default hereunder shall not be construed as JOHNSON COUNTY's waiver of such event of default. No waiver by JOHNSON COUNTY of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance, by JOHNSON COUNTY to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default. The loss and damage JOHNSON COUNTY may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by JOHNSON COUNTY following possession. Should JOHNSON COUNTY at any time terminate this Lease for any default, in addition to any other remedy JOHNSON COUNTY may have, JOHNSON COUNTY may recover from MAH all damages JOHNSON COUNTY, may incur by reason of such default, including cost of recovering the premises and the worth at such time of

the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the primary term over the then reasonable rental value of the premises for the remainder of said term, all of which amounts shall be immediately payable from MAH to JOHNSON COUNTY.

8.03 Surrender of Premises. No act or thing done by JOHNSON COUNTY or its representatives or agents during the term hereby granted shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless the same is made in writing and signed by an authorized agent of the county pursuant to a proper order of the Commissioners' Court.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Partial Invalidity. If any term or provision hereof or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

9.02 Notices. All notices or other communications required, permitted, or desirable hereunder shall be sufficiently given if sent by United States mail, certified return receipt requested, postage prepaid, addressed as follows:

To JOHNSON COUNTY: County Judge
 Johnson County
 Third Floor
 Johnson County Courthouse
 Cleburne, Texas 76031

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With Copies to: Members of the Commissioners Court
 of Johnson County, Texas
 Third Floor
 Johnson County Courthouse
 Cleburne, Texas 76031

 County Attorney
 Third Floor
 Johnson County Courthouse
 Cleburne, Texas 76031

 County Auditor
 Third Floor
 Johnson County Courthouse
 Cleburne, Texas 76031

To MAH: Methodist Affiliated Hospitals
 Post Office Box 5428
 Arlington, Texas 76011
 Attention: Senior Vice President

With Copy to: Johnson & Swanson
 4700 InterFirst Two
 Dallas, Texas 75270
 Attention: J. Anthony Patterson, Jr.

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

9.03 Governing Law. This Lease Agreement is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement.

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9.04 Entirety and Amendments. This Lease Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the lease of Leased Premises by JOHNSON COUNTY to MAH, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

9.05 Multiple Counterparts. This Lease Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.06 Parties Bound. This Lease Agreement shall be binding upon and inure to the benefit of JOHNSON COUNTY and MAH, and their respective successors, and permitted assigns.

9.07 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by JOHNSON COUNTY and MAH, JOHNSON COUNTY and MAH agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

9.08 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease Agreement. Further, with respect to the calculation of time periods hereunder, "days" shall mean regular business days, not holidays (state or federal) nor Saturdays and Sundays.

9.09 Venue. The parties to this Lease Agreement agree that venue for any dispute involving the Lease Agreement shall lie in Johnson County, Texas.

9.10 Survival of Certain Provisions. All warranties and representations made in this Lease Agreement as well as all covenants and agreements which relate to matters to be performed after the expiration of this Lease Agreement shall survive its termination or expiration.

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IN TESTIMONY WHEREOF, the parties to this Lease Agreement have executed it as of the day and year first above written, each representative of each party hereby certifying that he has been duly authorized to execute the same in the capacity shown.

ATTEST:

JOHNSON COUNTY

County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Johnson County, Texas

By _____
County Judge

ATTEST:

METHODIST AFFILIATED HOSPITALS

Secretary

By _____
Senior Vice President

The Authority joins in the execution of this Lease Agreement by and through its duly authorized officers for the sole purpose of evidencing its assent to the transactions contemplated herein and the making of certain covenants, representations and warranties as expressly set forth herein.

ATTEST:

JOHNSON COUNTY HOSPITAL AUTHORITY

Secretary

By _____
President

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STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, County Judge of JOHNSON COUNTY, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act of said JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1983.

Notary Public, In and For
The State of Texas

STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, Senior Vice President of METHODIST AFFILIATED HOSPITALS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act of said METHODIST AFFILIATED HOSPITALS, a non-profit corporation, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1983.

Notary Public, In and For
The State of Texas

STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of JOHNSON COUNTY HOSPITAL AUTHORITY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act of said JOHNSON COUNTY HOSPITAL AUTHORITY, a political subdivision of the State of Texas, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1983.

Notary Public, In and For
The State of Texas

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to authorize the County Auditor to advertise the notices of the public hearing on the proposed Hospital Lease Agreement between Johnson County and Methodist Affiliated Hospitals in all newspapers in Johnson County having general circulation.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to set a Public Hearing May 12, 1983, at 11:30 A. M. in the County Courtroom and post notices in newspapers of general circulation in Johnson County, in regard to the Texas Water Code, Section 26.032 to consider whether or not use of private sewage facilities (including septic tanks) in Johnson County should be regulated.

All voted aye.

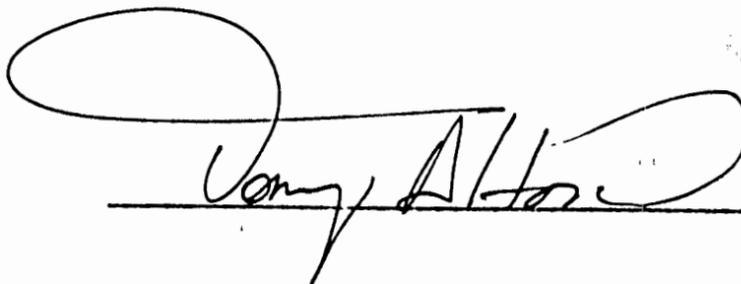
✓ PUBLIC HEARING NOTICE

The Commissioners Court of *Johnson* County will conduct a public hearing under the authority of the Texas Water Code, Section 26.032 to consider whether or not the use of private sewage facilities (including septic tanks) in *Johnson* County should be regulated to prevent possible pollution or injury to public health. The public hearing will be held before the Commissioners Court at:

(Time) *11:30 A.M. MAY 12, 1983*

(Place) *32nd Floor Johnson County Courthouse*

All interested persons are encouraged to participate in the public hearing.



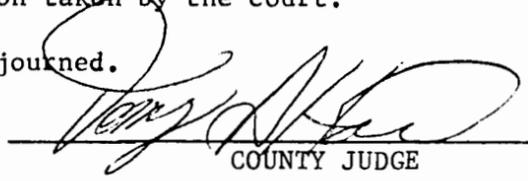
RECESS: 10:20 A. M.

Executive Session: 10:30 A. M. No action taken by the court.

There being no further business, court adjourned.



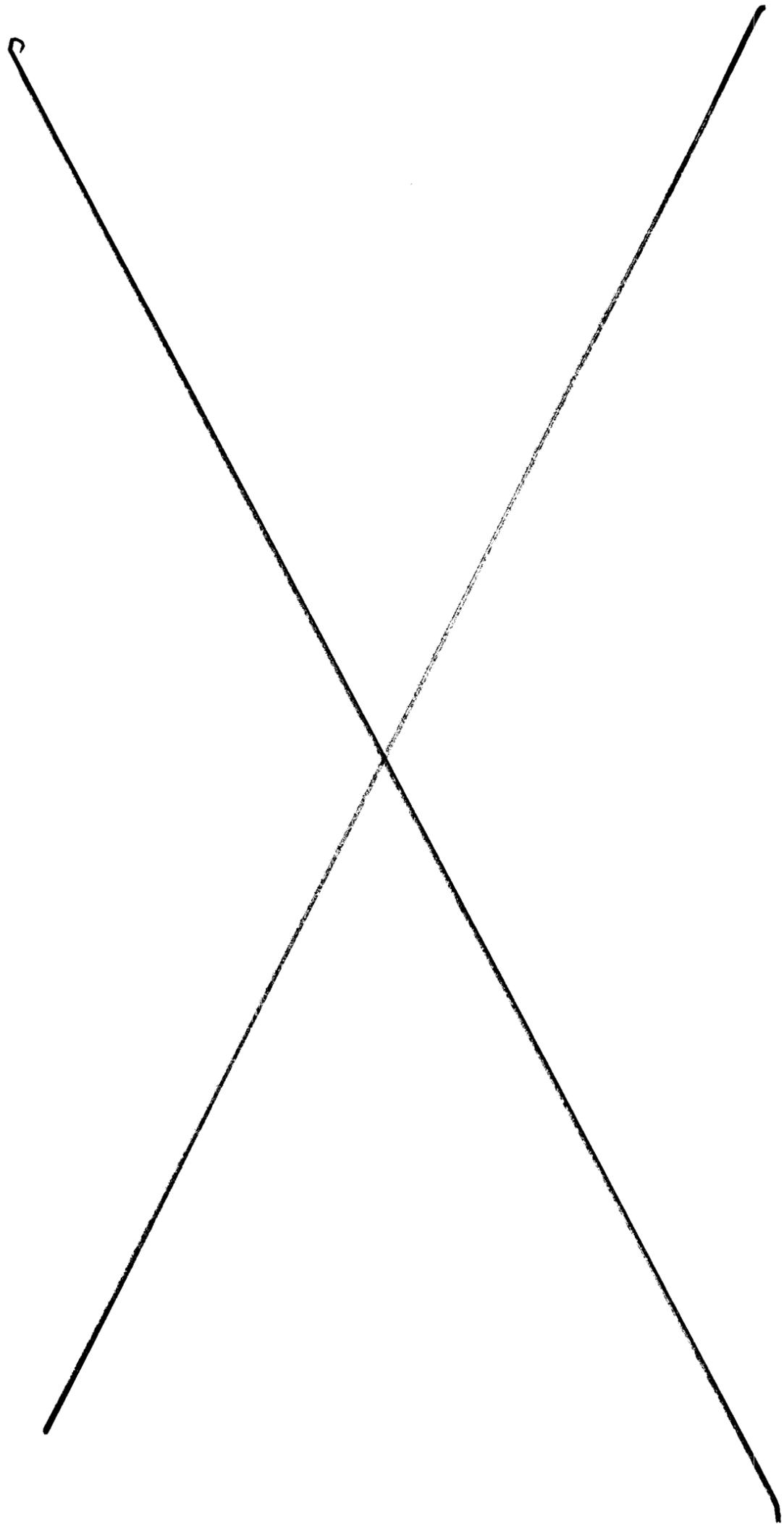
COUNTY CLERK



COUNTY JUDGE

...ooo0ooo...

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REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
MAY 2ND, 1983 - 9:00 A.M.

I. ADMINISTRATIVE

- 1. Appointment of new Veterans Land Board Committee Member
- 2. F.M. 3048....Approval to make offers for parcels... appraisals complete

II. PLAT APPROVAL

- 1. Plat Approval.....Phase 6,7 & 9....Pete Newberry
- 2.

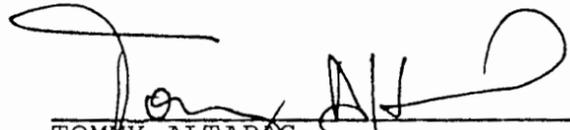
III. GENERAL DISCUSSION

- 1. Splitting of lots that are already subdivided in rural areaW.E. Carroll & Appraisor
- 2. Al Bailey.....Closing of Road
- 3. Constable & J.P. to attend seminar in Beaumont, Texas
- 4. Tod Maslow.....Air Conditioners for Child Welfare

IV. CONSTRUCTION PROJECTS

V. REPAIRS

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



 TOMMY ALTARAS
 County Judge

POSTED: APRIL 28th, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.
CLEBURNE, TEXAS

STATE OF TEXAS :
: MAY 2, 1983
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize J. P. Joe Post and Constable Charles Hauk to attend the 39th Annual Convention and Seminar of Justices of the Peace and Constables Association of Texas, to be held in Beaumont, Texas, June 1, 2, 3 and 4, 1983, if they have not attended any other conferences this year.

All voted aye.

✓ A new member will be appointed to the Texas Veterans' Land Board Committee at the next regular meeting to replace the late Ellis Moore, deceased.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat of Homestead Phase 7 Subdivision. Mr. Pete Newberry to deposit a \$120,000.00 letter of credit with the County Auditor.

All voted aye.

✓ No action was taken by the Court on the report of W. E. Carroll, Tax Collector, in regard to lots being re-subdivided and re-sold creating a health problem in certain areas of the County by reason of too many septic tanks being installed.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to have the Child Welfare Office obtain two more bids for replacement of two (2) air-conditioners in that office.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve the Resolution in regard to project BRO 2 (5) x, Control 902-50-9, in regard to acquisition of parcels for the Rock Creek Bridge Project.

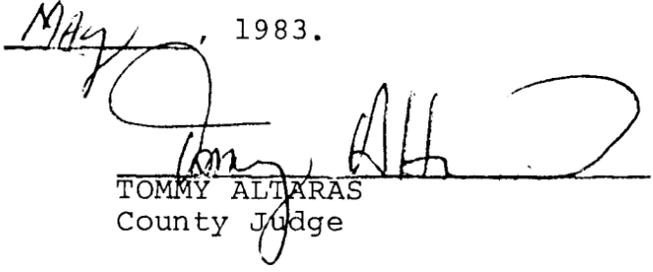
All voted aye.

RESOLUTION

BE IT RESOLVED that the right of way for project BRO 2(5)X, control 902-50-9, highway County Road # 192, limits: Rock Creek Bridge, being 0.8 miles west of F.M. 1192 has been acquired in accordance with the applicable Federal and State laws governing the acquisition policies for acquiring real property. Documentation for compliance with these requirements is available for audit in our files.

AND WHEREAS, the Johnson County Commissioners' Court does hereby invest the authority in TOMMY ALTARAS, COUNTY JUDGE, JOHNSON COUNTY, CLEBURNE, TEXAS to execute the right of way acquisition statement on their behalf.

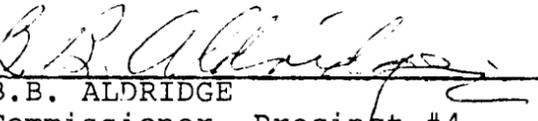
SIGNED this 2 day of May, 1983.


TOMMY ALTARAS
County Judge


BILLY F. ROE
Commissioner, Precinct # 1


DAVID L. RUSSELL
Commissioner, Precinct #2


LOYD REESE
Commissioner, Precinct #3


B.B. ALDRIDGE
Commissioner, Precinct #4

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to advertise for bids to replace all windows on the basement floor of the courthouse with aluminum frames.

All voted aye.

✓ Judge Altaras notified the court that Budget Hearings will begin June 13, 1983.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve payment of monthly bills, as read by the Assistant County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve minutes of previous meetings, as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
MAY 9TH, 1983 - 9:00 A.M.

I. ADMINISTRATIVE

- ✓ 1. F.M. 3048....Approval to make offers for parcels...
Appraisals completed.....Ken Boyd

II. PLAT APPROVALS

- ✓ 1. Herby Ballew.....Windmill Acres....Final Plat

III. GENERAL DISCUSSION

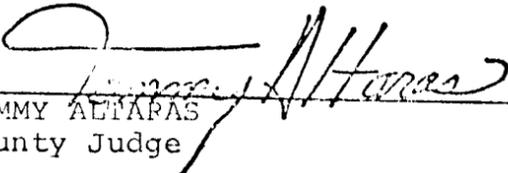
- ✓ 1. Tod Maslow.....Air conditioners
- ✓ 2. Sheriff to attend convention in Nashville, Tenn. ✓
- ✓ 3. Selection of bids on County Jail
- ✓ 4. Removal of parking meters
- ✓ 5. Heritage Land program

IV. CONSTRUCTION PROJECTS

V. REPAIRS

- ✓ 1. General repair on the County Jail
- ✓ 2. Basement Window Repair

AND, any other matters that may arise after publication of this agenda. This Agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: MAY 5th, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.



r.a. reis & associates, inc.
 general contractors / construction managers / design builders

May 6, 1983

The Honorable Tommy Altaras
 County Judge, Johnson County
 Johnson County Courthouse

ATTENTION: Tommy Altaras, County Judge

REFERENCE: Contract Award Recommendations
 Johnson County Jail Addition

Gentlemen:

The following are the subcontractor's R. A. Reis & Associates is recommending for contract awards on the above project. In most cases these contractor's are the low bonified bidders, their bids are in accordance with the plans and specifications, and included the necessary bid security and performance bond cost. In those cases where a contractor other than the low bidder is being recommended, it is our opinion that this award is in the counties best interest and will help in the overall coordination, control, and completion of this project.

Bid Package #	Trade	Subcontractor	Amount
#1	General Conditions	"Allowance" R. A. Reis & Assocs.	\$40,000.
#2	Concrete and Site	Adams & Son	\$73,800.
#3	Masonry	Dubose	\$35,540.
#4	Misc. Iron	McCalister	\$1,571.
#5	Roof Deck	Gate	\$15,692.
#6	Mill Work	Benson	\$1,188.
#7	Drywall & Acoustics	Maxies	\$9,922.
#8	Tile & Base	Maxies	\$1,797.
#9	Roofing	McClung	\$18,946.



page 2, continuation

Contract Award Recommendations
Johnson County Jail Addition

Bid Package #	Trade	Subcontractor	Amount
#10	Hollow Metal Door	Detention Equipment (in Bid Pkg. #16)	
#11	Glass & Glazing	Layne	\$9,780.
#12	Plastering	Ludwick	\$23,800.
#13	Caulking	(Owner furnished items. In Bid Pkg. #20)	
#14	Painting	Hoyler	\$13,483.
#15 A	Fence	Cyclone	\$5,025.
#15 B, C, D	Cabinets, Extinguishers, etc.	(Owner furnished items, in Bid Pkg. #20)	
#16	Detention Equipment	Roanoke	\$117,993.
#17	Surveillance Equipment	Accent	\$5,820.
#18 A	Heat, Vent, A.C.	Wilson	\$23,960.
#18 B	Plumbing	Hayes	\$69,420.
#18 C	Fire Protection	Ladew	\$10,747.
#19	Electrical	National	\$55,862.
#20	Cont. & Owner furnished items	"Allowance" R. A. Reis & Assocs.	\$23,100.
Estimated Field Cost - May 3, 1983			\$557,446.
• 10% Architectural Fee			\$55,745.
• 10% Const. Mgmt. Fee			\$55,745.
• Land Cost			\$50,000.
• Certificates of Obligation			\$10,700.
• Contingency Fund			\$20,364.
			<u>\$750,000.</u>

page 3, continuation

Contract Award Recommendations
Johnson County Jail Addition

Thank you for your time and cooperation. See the enclosed recap sheet for summary of all bids received.

Respectfully submitted,
R. A. REIS & ASSOCIATES, INC.

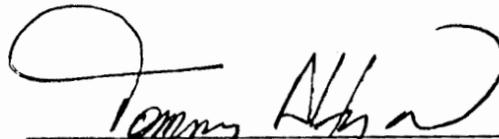

R. A. Reis, President

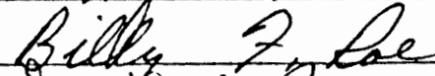
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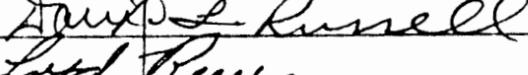
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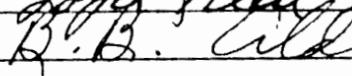
Accepted as summarized:

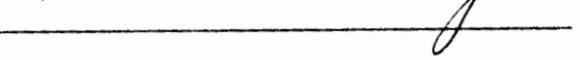
Accepted with the following changes:











Title: _____

Date: _____

Sub Bid Tabulation On
Johnson County Jail Addition

* Contract Award Recommendation

<u>Bid Package & Contractor</u>	<u>Bid</u>	<u>Bid Bond</u>	<u>Performance Bond</u>	<u>Sales Tax</u>	<u>Days</u>
<u>#1 GC's & Supervision</u>					
* R. A. Reis & Assocs.	"Allowance" \$40,000.	N/A	Yes	No	220
<u>#2 Concrete & Site</u>					
Cheyenne Ent.	\$44,258.	No	No	?	?
Mr. Build - Oakwood	\$50,988.	No	Yes	No	40
* Joe Adams & Son	\$73,800.	Yes	Yes	No	50
R. A. Reis & Assocs. est.	\$69,000.	N/A	N/A	No	60
<u>#3 Masonry</u>					
* Dubose Masonry	\$35,540.	Yes	Yes	No	15
L & L Masonry	\$38,189.	Yes	Yes	No	18
Fenimore & Blythe	\$47,715.	Yes	?	?	20
Lord Masonry	\$57,386.	Yes	?	?	20
<u>#4 Misc. Iron</u>					
* Thomas McCalister	\$1,571.	N/A	N/A	No	?
Allied Iron Works	\$8,798.	N/A	N/A	No	?
<u>#5 Pre-cast Deck</u>					
* Gate Concrete	\$15,692.	No	Yes	No	?
<u>#6 Mill Work</u>					
* Benson	\$1,188.	N/A	N/A	No	
<u>#7 Drywall & Acoustic</u>					
* Maxies Specialties	\$9,922.	Yes	N/A	No	21
Charlies Acoustics	\$12,383.	Yes	Yes	?	?
Holland & White	\$14,179.	Yes	Yes	Yes	30

page 2, continuation

Sub Bid Tabulation On
Johnson County Jail Additon

<u>Bid Package & Contractor</u>	<u>Bid</u>	<u>Bid Bond</u>	<u>Performance Bond</u>	<u>Sales Tax</u>	<u>Days</u>
<u>#8 Tile & Base</u>					
Bruton-Mann	\$1,787.	N/A	N/A	No	?
* Maxies Specialties	\$1,797.	Yes	N/A	No	21
D. Lassiter	\$1,925.	No	?	No	?
Jeter Miller	\$3,060.	No	?	?	?
<u>#9 Roofing & Sht. Metal</u>					
* McClung Roofing	\$18,946.	Yes	Yes	No	7
Gunn & Briggs	\$19,906.	No	Yes	No	?
Durco, Inc.	\$24,862.	No	No	?	?
<u>#10 Hollow Metal Doors</u>					
Included in #16					
<u>#11 Glass & Glazing</u>					
Binswanger	\$9,527. (revised)	Yes	N/A	No	?
* Layne Glass	\$9,780.	Yes	N/A	No	?
Safeway Glass	\$10,200.	No	?	?	?
<u>#12 Plaster</u>					
* Ludwick & Gantz	\$23,800.	Yes	Yes	No	25
Jess Brooks	\$25,502.	Yes	Yes	No	30
Hubbard Plaster	\$26,430.	Yes	?	?	25
<u>#13 Caulking</u>					
Included in #20					
<u>#14 Painting</u>					
* Hoyler	\$13,483.	Yes	Yes	No	35
Penner & Cheney	\$13,957.	Yes	Yes	No	65
<u>#15 A Fence</u>					
* Cyclone	\$5,025.	N/A	N/A	No	N/A
<u>#15 b, C, D</u>					
Included in #20					

page 3, continuation

Sub Bid Tabulation On
Johnson County Jail Addition

Bid Package & Contractor	Bid	Bid Bond	Performance Bond	Sales Tax	Days
<u>#16 Detention Equipment</u>					
* Roanoke	\$117,993.	Yes	Yes	No	?
Southern Steel	\$127,000.	Yes	Yes	No	400
Willo Projects Co.	\$139,750.	Yes	Yes	?	30
<u>#17 Surveillance</u>					
* Accent Electronic	\$5,820.	No	?	No	15
Texas Security	\$6,563.	No	?	No	?
<u>#18 A - H.V.A.C.</u>					
* D. B. Wilson	\$23,960.	Yes	Yes	No	60
Dykes	\$24,400.	Yes	?	No	120
<u>#18 B - Plumbing</u>					
Dykes (not per plans)	\$50,210.	Yes	?	?	?
Del Michale	\$61,259.	No	No	?	?
Ft. Worth Mechanical (no concrete repair)	\$60,280.	Yes	Yes	No	45
* Hayes	\$69,420.	Yes	Yes	No	180
Chapman	\$92,500.	No	No	No	150
<u>#18 C - Fire Protection</u>					
* Ladew - Fire Only	\$10,747.	Yes	Yes	No	?
<u>#19 Electrical</u>					
Perkins Electrical (added perf. bond cost after bid)	\$55,540. (revised)	Yes	Yes	No	as nec.
* National Electric	\$55,862.	Yes	Yes	No	as nec.
Ft. Worth Electric	\$60,000.	Yes	?	?	45
Riley	\$44,750.	No	?	?	200
Dykes	\$66,290.	Yes	?	?	?
<u>#20 Owner Supplied Items</u>					
* Includes: Contingencies, "Allowance" testing, carpentry, labor \$23,100. for mill work, misc. steel erection, caulking, key cabinets, fire ext, other owner furnished items.					

THE STATE OF TEXAS

COUNTY OF JOHNSON

We, the undersigned, being familiar with the property hereinafter described, have no objection to the County Commissioners closing the same in that the road is not, in any manner, being used, said property being described as follows:

BEGINNING at a steel rod found in place for the Northeast corner of said Medford 0.806 acre tract, for a corner, said corner being the Northeast corner of that tract conveyed by deed by James E. Medford, et ux, to Clay A. Stivers as recorded in Volume 508, Page 281, Deed Records of Johnson County, Texas;

THENCE--South 26 degrees 45 minutes East 100.8 feet with the East line of said 0.806 acre tract and the East line of said Stivers tract to a steel rod for a corner;

THENCE--West 30.0 feet with the South line of said Stivers tract and the North line of this 0.463 acre tract to a steel rod in a fence line, for a corner;

THENCE--North 09 degrees, 41 minutes West 91.3 feet to the place of Beginning.

SIGNED this 8 day of may, 1983.

Drone A. Tucker Bruce W. Sumpter

Jelena Tucker William E. Murdock

Elton J. Murdock

Deja Murdock

Frank Ballinger

Bill L. Ballinger

Lee W. Ballinger

James W. Ballinger

Willie Ballinger

Minnie Ballinger

EXECUTIVE SESSION: 10:00 A. M.

RECONVENED in open court at 10:15 A. M. with all members of the court present.

RESULTS of the Executive Session:

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to authorize Attorney Kenneth Boyd to make offer for right-of-way parcels FM 3048.

1. Kenneth R. Thompson
2. George Taylor
3. Chester Johnson
4. Michael Harris

and to negotiate an agreement with Mrs. Stalcup in regard to destruction of her trees in the proposed FM 3048 project.

All voted aye.

✓ Request by Sheriff Stuart Huffman to attend the National Sheriff's Conference to be held June 19, 20 and 21, in Nashville, Tennessee, passed.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize repairs to the air-conditioner on the 3rd floor of the County Jail, and to authorize a new Tecumseh Compressor be purchased, which carries a five (5) year warranty. Total cost for labor and material \$955.15.

All voted aye.

✓ A motion was made by Commissioner Reese to remove the parking meters from around the courthouse. Motion seconded by County Judge.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to table the motion made by Commissioner Reese on the removal of parking meters around the courthouse for further study.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to authorize the County Judge to obtain written bids for the replacement of the wood windows and frames with metal windows and frames, in the basement of the courthouse.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Auditor to pay James E. Ferguson \$350.00 for filling in for County Judge, Tommy Altaras, during his vacation.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve payment of monthly bills, as read by the County Auditor.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to authorize County Auditor, Robert Wylie, to attend the State Auditor's Conference in Austin, Texas, May 11, 12, 13, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

...ooo0ooo...

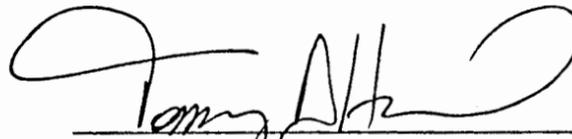
AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONER'S COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - MAY 12, 1983 - 9:30 A.M.

FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

1. Consideration of entering lease agreement between
Johnson County Texas and Methodist Affiliated
Hospital
2. Consideration of adoption sanitation control

AND, any other matters that may arise after publication of
this Agenda. This Agenda of meeting of the Johnson County Commissioner's
Court is posted in accordance with Article 6252-17 of Vernon's
Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: MAY 11, 1983

JOHNSON COYNTY COURTHOUSE

9:00 A.M.

Hospital Lease Agreement
Special Meeting

- Eddie Saylor
- Jerry Patterson - atty for MAH
- Jane Towse
- Robert E. Free
- Will McEel
- Lou Mercier - MAH
- Mrs W.E. Freedland
- Paul Johnson
- Richard Stevens V/P Finance MAH
- Tom Seuler SRVP MAH
- Dan Riss, Director of Marketing, MAH
- James A. Johnson, M.D.
- J. Stan Johnson M.D.
- W. G. Bolworth M.D.
- O. S. Davis J. MS
- Rev. Leroy H. Brown - retired Methodist Minister
- Will M. South Coady + Harger
- Bill Anderson -
Asst. Physician
- Osceola W. Wilkison
- Joel Burton
- James Burton
- Jay Campbell
- Arthur Durham
- W. G. Bolworth M.D.
- Don Johnson, MD
- Mr + Mrs A. J. Sager
- Don McNeil
- Polly von Junglin
- David Johnson - MAH
- Johnny S. B. ... Chairman Chamber of Commerce
- Tom ...
- Turner Key
- Lowell Smith J
- J. S. Adcock

Maurice Shepherd
 Carl Collins
 [Signature]
 R. [Signature]
 [Signature]
 [Signature]

[Signature]
 Cleburne
 Cleburne
 Cleburne
 [Signature]
 Cleburne

Septic Tank Regulations

Bayard M. Satts - Dallas, Tex -
 B. Lemire
 Jim Woodard
 J. B. Watten Jr. Burleson TX

 Lynn Elmer Cleburne TX
 Dan Duke Grandview
 Betty G. Young GRAMMIEU, TEX.
 Mike Brown Alvarado TX
 Cleve C. Weyenberg Waco TX
 Gene Kalk Dallas TX.
 John M. Law Mansfield
 Frank D. Mitchell Mansfield
 Jerry T. Fry Cleburne
 Beta Lawhon Cleburne
 Rebel Lawhon Cleburne
 Tommy Biddon Cleburne
 Jerry Koome Burleson
 Bob Beuster Belfont
 Curtis P. Hastings Jr. Felicia
 Du R. Wylie Littleton
 J. M. Jones R4-B 2803
 A. C. Bennett Box 890 Joshua, Tex
 Ray Crawford Box 887 Joshua TX
 C. M. Mungam Cleburne
 Tony Braugh Cleburne
 James Moore Burleson
 Bill Moore Burleson
 Wayne Whitson Burleson
 H. F. BARE ~~R4~~ R4 Box 2249 Cleburne
 Jack Jordan Cleburne
 L. D. Pipes 816 Shady creek dr. Cle.

Robert F. Stoner Rt 4 - Box 550 Alvarado Texas
 Sam Young 1508 Hemphill Cleburne, TX
 Glenn Coleman Alvarado
 Susan Nelson Rt 3 Box 4769 Alvarado TX
 Bob Mitchell Rt 1 Box 525 Cleb
 L. E. Tzokoff; Rt 4, Box 165; Grandview 76050
 W. B. Orwood 268 Donna Ct Burleson
 Chuck Hamann T.W.U.S. Grandview TX. P.O. Box 421
 Rich Riley T.W.U.S. Venus TEX. P.O. Box 295
 Mr + Mrs A J Sager 1750 So I 35W Burleson 76028
 Bobby J. Moore 621 Timothy Burleson 76028
 Ruby [unclear] 106 Cottonwood Joshua 76058

There being no opposition expressed from those attending the public hearing, the following motion was passed:

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve a septic tank order under provisions of Article 26.031 Texas Water Code, and that the order be placed on the agenda of the next regular meeting of the Commissioners' Court.

All voted aye.

§ 26.031

STATE WATER ADMINISTRATION

§ 26.031. Private Sewage Facilities

(a) As used in this section and Section 26.032 of this code, "private sewage facilities" means septic tanks, pit privies, cesspools, sewage holding tanks, injection wells used to dispose of sewage, chemical toilets, treatment tanks, and all other facilities, systems, and methods used for the disposal of sewage other than disposal systems operated under a permit issued by the commission.

(b) Whenever it appears that the use of private sewage facilities in an area is causing or may cause pollution or is injuring or may injure the public health, the board may hold a public hearing in or near the area to determine whether rules should be adopted controlling or prohibiting the installation or use of private sewage facilities in the area.

(c) Before the board adopts its rules, the executive director shall consult with the commissioner of the Texas Department of Health for recommendations concerning the impact of the use of private sewage facilities in the area on public health and present the recommendations at the hearing.

(d) If the board finds after the hearing that the use of private sewage facilities in an area is causing or may cause pollution or is injuring or may injure the public health, the board may adopt rules as it may consider appropriate to abate or prevent pollution or injury to public health.

(e) The rules may, without limitation, do one or more of the following:

- (1) limit the number and kind of private sewage facilities which may be used in the area;
- (2) prohibit the installation and use of additional private sewage facilities or kinds of private sewage facilities in the area;
- (3) require modifications or improvements to existing private sewage facilities or impose limitations on their use; and
- (4) provide for a gradual and systematic reduction of the number or kinds of private sewage facilities in the area.

(f) The board may provide in the rules for a system of licensing of private sewage facilities in the area, including procedures for cancellation of a license for violation of this section, the license, or the rules of the department. The board may also provide in the system of licensing for periodic renewal of the licenses, but this may not be required more frequently than once a year.

(g) The board may delegate the licensing function and the administration of the licensing system to the executive director or to any local government whose boundaries include the area or which has been designated by the board under Sections 26.081 through 26.086 of this code as the agency to develop a regional waste disposal system which includes the area or to any district or authority created and existing under Article XVI, Section 59 or Article III, Section 52 of the Texas Constitution which owns or operates a dam or reservoir project within the area regulated.

(h) The board also may prescribe and require the payment of reasonable license fees by an applicant for a license, including fees for periodic renewal of a license. The board may change the amount of the license fees from time to time. The amount of the fees shall be based on the reasonable cost of performing the licensing function and administering the licensing system, including, where applicable, costs of soil percolation and other tests to determine the suitability of using a particular type or types of private sewage facilities in the area or at any location within the area, field inspections, travel, and other costs directly attributable to performing the licensing function and administering the licensing system.

STATE WATER ADMINISTRATION

§ 26.032

(i) If the board or the executive director has the responsibility for performing the licensing function, the license fees shall be paid to the department. Those fees shall not be deposited in the General Revenue Fund of the state but shall be deposited in a special fund for use by the department in performing the licensing function and administering the licensing system, and the fees so deposited are hereby appropriated to the department to use for those purposes only.

(j) If a local government has the responsibility for performing the licensing function, the fees shall be paid to the local government.

Amended by Acts 1977, 65th Leg., p. 2207, ch. 870, § 1, eff. Sept. 1, 1977; Acts 1981, 67th Leg., p. 961, ch. 367, § 1, eff. June 10, 1981.

1981 Amendment. Substituted "board" for "commission" throughout; in subsec. (b) substituted "rules" for "an order" and "adopted" for "entered"; in subsec. (c) substituted "adopts" for "enters", "rules" for "order", and "commissioner" for "Director", inserted "the Texas Department of", and deleted "Resources" preceding "for recommendations concerning"; in subsec. (d) substituted "adopt rules" for "enter an order"; in subsec. (e), introductory language, substituted "rules" for "order"; in subsec. (f), first sentence, substituted "rules" for "order" following "provide in the" and deleted "orders or" following "license, or the".

Derivation:

Former Section 21.083 as amended by Acts 1971, 62nd Leg., p. 1975, ch. 612, art. 1, § 3 and Acts 1975, 64th Leg., p. 1890, ch. 601, § 1, which added to subsec. (g), "or to any district or authority" within the area regulated.

Cross References

Criminal penalty for violation of order adopted under this section, see § 26.214.

Notes of Decisions

Construction and application.

City could not enforce by criminal action an ordinance requiring licensing of private sewage facilities located within city's extra-territorial jurisdiction in light of specific assignment of powers of Water Commission and commissioners courts to license private sewage facilities which assignment limited more general grant of power to city to control and abate pollution and in light of fact that functions and services listed in § 26.177 granting city general power to control and abate pollution are in nature of "information gathering" functions. *City of West Lake Hills v. Westwood Legal Defense Fund* (Civ. App. 1980) 598 S.W.2d 681.

§ 26.032. Control by Counties

(a) Whenever it appears to the commissioners court of any county that the use of private sewage facilities in an area within the county is causing or may cause pollution or is injuring or may injure the public health, the county may proceed in the same manner and in accordance with the same procedures as the board to hold a public hearing and enter an order, resolution, or other rule as it may consider appropriate to abate or prevent pollution or injury to public health.

(b) The order, resolution, or other rule may provide that same restrictions and requirements as are authorized for an order of the board entered under this section.

(c) Before the order, resolution, or other rule becomes effective, the county shall submit it to the board and obtain the board's written approval.

(d) In the event of any conflict within an area between rules adopted by the board and an order, resolution, or other rule adopted by a county under this section, the rules of the board shall take precedence.

(e) Where a system of licensing has been adopted by the board or the commissioners court of a county, no person may install or use private sewage facilities required to be licensed without obtaining a license.

Amended by Acts 1977, 65th Leg., p. 2207, ch. 870, § 1, eff. Sept. 1, 1977; Acts 1981, 67th Leg., p. 961, ch. 367, § 1, eff. June 10, 1981.

1981 Amendment. Substituted "board" for "commission" throughout; in subsec. (c) substituted "board's" for "commission's"; in subsec. (d) substituted "rules" for "an order" preceding "adopted by the" and substituted "rules" for "order" following "this section".

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese
to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Aldridge
COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JUNE 1, 1983 - 9:00 A.M.

I. PLAT APPROVALS

1. Whispering Creek Estate
2. Country Meadows.....Don Traylor

II. ROADS

1. Closing of Road located on Alvarado Lake

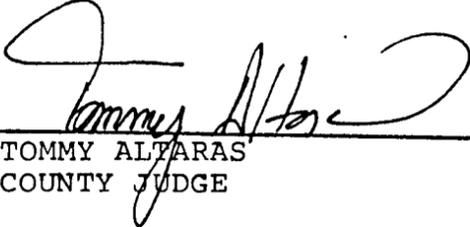
III. ADMINISTRATIVE

1. Approval of the Minutes of the Certification of the Burleson Juvenile Facilities
2. Charles Greenwalt.....Joshua Scool District....
Motion for Prct. #2 Commissioner to help with projects

IV. GENERAL DISCUSSION

1. Clean America.....Mr. W.C. Reeves
2. Appointment of new Veterans Land Board Committee Member
3. F.M. # 3048.....Approval to make offers for parcels....
appraisals complete.....Mr. Ken Boyd
4. Discussion of Juvenile Detention Center
5. Payment of architectural fee
6. Texas Surplus Property
7. Request from Johnson County Soil & Water Conservation
for additional budget funds
8. Mr. Ray Wells...Rio Vista Schools....Agreement to haul
dirt
9. Parking Meters issue....Courthouse & County Property
10. Verification of tax levy
11. Organization of Sanitation Department

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



TOMMY ALTARAS
COUNTY JUDGE

POSTED: May 26, 1983
Johnson County Courthouse
9:00 A.M.

STATE OF TEXAS :
: JUNE 1, 1983
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, Absent, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the Commissioner of Precinct No. 2 to haul fill dirt for the Godley Independent School District football field, and to authorize the Commissioner of Precinct No. 1 to spread the fill dirt.

All voted aye.

✓ No action was taken by the court on the presentation made by Mr. W. C. Reeves, representing Clean-America, a Company specializing in restoration and preservation of older and historic structures.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to authorize the Commissioner of Precinct No. 2 to assist the Joshua Independent School District in the completion of several summer projects, including hauling gravel, paving, etc. The work to be done on a priority basis.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve the Preliminary Plat of Whispering Creek Estates Subdivision Precinct No. 3.

All voted aye.

✓ No action taken by the court on the request of Foy Dunaway to approve the Preliminary Plat of Shadow Ridge Estates Subdivision Precinct No. 3.

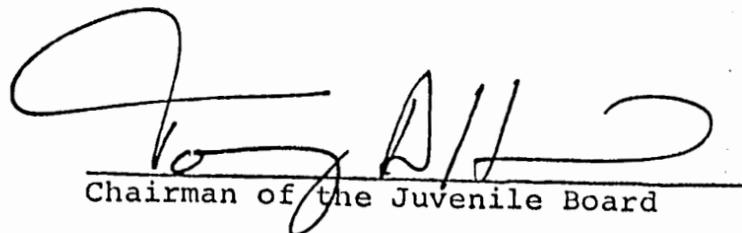
✓ No action was taken by the court on the request from the Johnson County Soil and Water Conservation District No. 541 that \$4,500.00 in general funds and \$2,750.00 Revenue Sharing be included for 1983-84 maintenance of Flood Prevention sites in Johnson County will be considered at the regular budget hearings.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell that the Certification of the Juvenile Detention Facility at the Burleson City Jail, Burleson, Texas, be made a part of these minutes.

All voted aye.

CERTIFICATION OF JUVENILE DETENTION FACILITY

BE IT REMEMBERED that on the 5th day of May
1983, the Judge(s) of the Juvenile Court and members
of the Juvenile Board personally inspected the detention facility
known as Burleson Jail, located in Burleson,
(name of facility)
Johnson County, Texas, and said Judge(s) certify to
the Commissioners' Court for Johnson County, Texas, and
to Chief of Police to the City of Burleson
(the person or entity responsible for operating the facility)
that the facility is suitable for the detention of children in
accordance with the Texas Family Code, Sec. 51.12.


Chairman of the Juvenile Board

✓ Jail Expansion Project update was outlined by Judge Altaras.

1. Violent Cell renovation is complete.
2. Dirt work on the facility is currently under construction and a cushion of sand is being laid for the foundation.
3. Completion time is now about 195 days.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to authorize Sheriff Stuart Huffman to attend the State Sheriff's Conference to be held in Amarillo, July 24, 25, 26 & 27, 1983.

All voted aye.

✓ No action was taken by the court on parking meters around the courthouse.
The matter was passed until Commissioner Loyd Reese can be present.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize payment, in the amount of \$2,217.50, to R. A. Reis & Associates, Inc. Construction Management Agreement, Invoice #6.

All voted aye.



r.a. reis & associates, inc.
 general contractors / construction managers / design builders

May 12, 1983

The Honorable Tommy Altaras
 County Judge, Johnson County
 Johnson County, Courthouse
 Cleburne, Texas 76031

REFERENCE: Construction Management
 Agreement, Invoice #6

To invoice for architectural services rendered under Construction
 Management agreement, dated June 15, 1982 to date:

Construction Field Budget	\$557,446.00
Architectural Fee	\$55,745.00
Construction Management Fee	\$55,745.00
Total Construction Budget	\$668,936.00
Work Completed To Date:	
Architectural (90%)	\$50,175.50
Construction Management Fee (20%)	\$11,149.00
Total Services Complete To Date	\$61,324.50
Less Previous Applications	\$50,722.00
Less Application #5	\$8,385.00
Total Amount Due This Application	\$2,217.50

Respectfully submitted,

R. A. REIS & ASSOCIATES, INC.

2629 gravel, fort worth, texas 76118 • 817/284-6381 • metro 589-0165



✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to appoint Dewey Arthur Noles to Texas Veterans' Land Board, as a committee member. Address P. O. Box 505, Joshua, Texas, 76058.

All voted aye.

RECESS at 10:15 A. M.

✓ RECONVENED at 10:23 A. M. with all members present except Commissioner Loyd Reese, Precinct No. 3.

✓ The proposed organization of a Johnson County Sanitation Department was outlined to the court by Judge Altaras. A proposed organizational plan was presented for study by the court. The matter to be considered at the next regular meeting of the court.

EXECUTIVE SESSION 11:05 A. M.

RECONVENED at 11:20 A. M.

RESULTS: No action taken by the court.

✓ No action was taken by the court on the matter of closing a portion of County Road 410-A.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve minutes of the previous meeting, as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Aldridge
COUNTY JUDGE

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JUNE 13TH, 1983 - 9:00 A.M.

I. PLAT APPROVALS

1. Floyd Dunaway....." Shadow Ridge"

2.

II. ADMINISTRATIVE

—1. Ken Boyd.....F.M. # 3048....Approval to make offers

III. GENERAL DISCUSSION

1. Report of Election Committee

2. Winnie Barton.....Proposed County Road

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.

Tommy Altaras

TOMMY ALTARAS
County Judge

POSTED: JUNE 8TH, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

STATE OF TEXAS :
COUNTY OF JOHNSON :

JUNE 13, 1983

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, Absent, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to approve the recommendations of the Election Committee, as presented, subject to the approval of the Justice Department.

All voted aye.

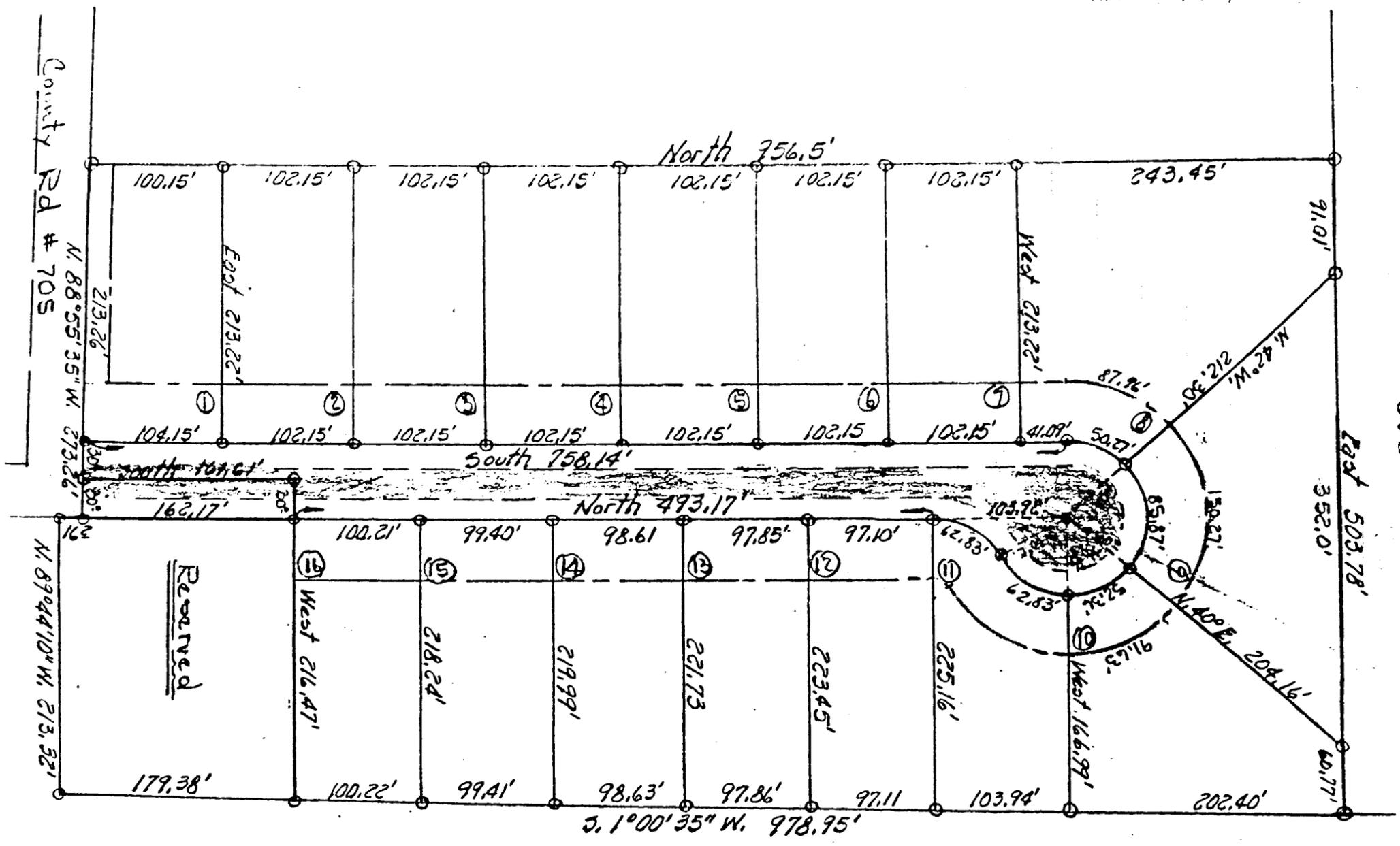
RECOMMENDATIONS FROM:

"THE COMMITTEE TO PRESENT IMPROVEMENTS TO THE ELECTION PROCESS"

1. Combine Box 9 - Thompson Baptist Church with Box 8, Lillian Voting Place: First Baptist Church, Lillian
2. Combine Boxes 5 & 6 - Burleson. Make Box 5 Voting Place: First Baptist Church, Burleson
3. Divide Box 28 into two Boxes - (outlined on map) New Voting Box: Liberty Chapel Fire Hall (Prices Chapel).
4. Change Joshua Box 12 from Joshua Fire Hall to First United Methodist Church - 4th & Main, Joshua.
5. Change boundary line Box 30, Cleburne, to include First Methodist Church property only. Make First Methodist Church place of voting - corner Westhill & Colonial.
6. Changes to be effective March 1, 1984, except Item 4 - 9-1-83.

A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to approve the Preliminary Plat of Branmar Addition Subdivision, Precinct No. 2, subject to percolator tests being made prior to final approval.

All voted aye.

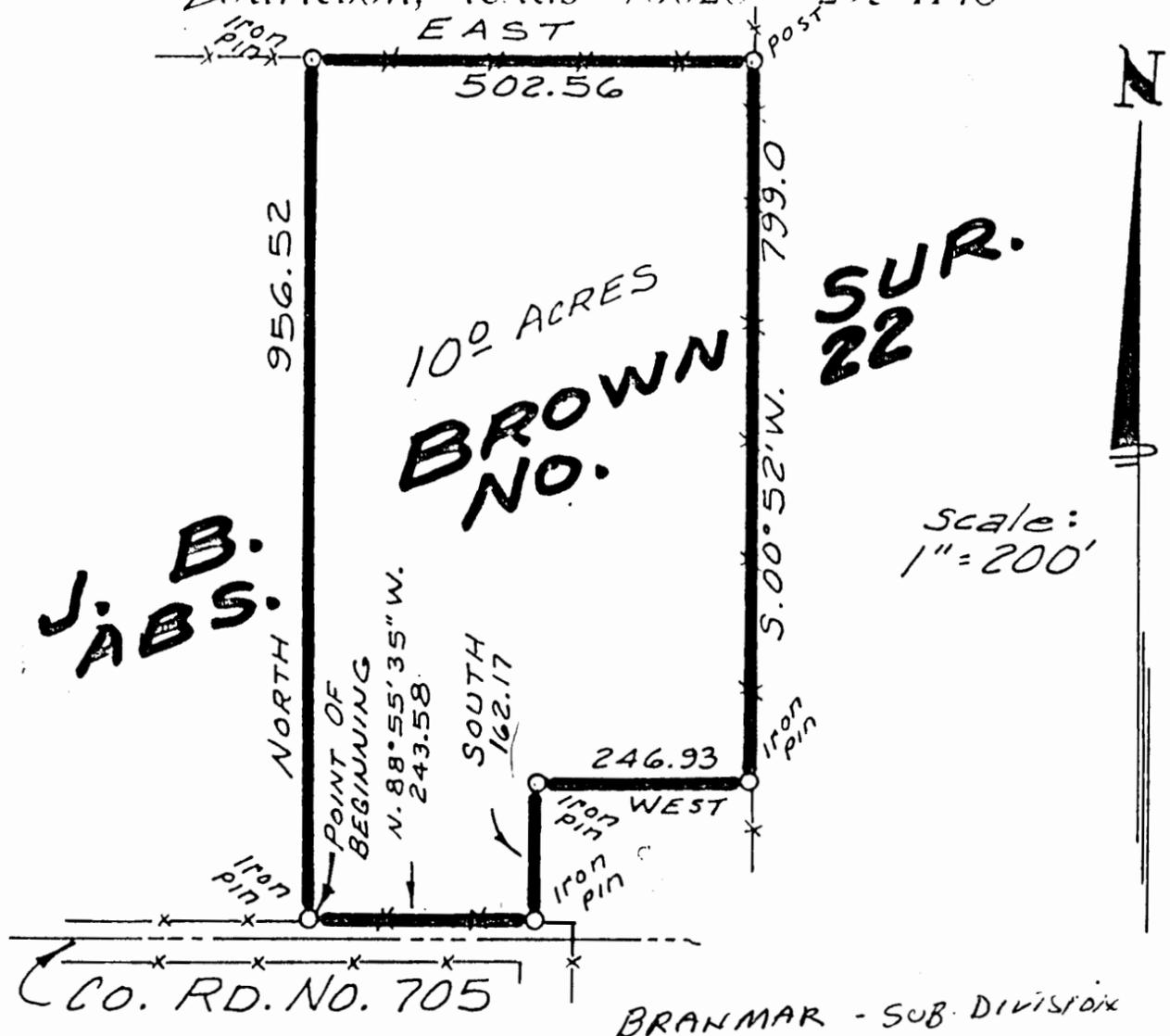


BRANMAR -

TRIANGLE surveying company

p.o. box 546

burleson, texas 76028 295-1148



SKETCH SHOWING SURVEY OF A 10.0 ACRE TRACT OF LAND OUT OF THE J.B. BROWN SURVEY, ABSTRACT NO. 22, IN JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN IRON PIN IN THE NORTH LINE OF COUNTY ROAD NO. 705, SAID POINT BEING NORTH 00 DEGREES, 18 MINUTES EAST, 17.9 FEET, NORTH 89 DEGREES, 46 MINUTES, 17 SECONDS EAST, 453.61 FEET AND SOUTH 89 DEGREES, 38 MINUTES, 17 SECONDS EAST, 460.18 FEET FROM THE SOUTHWEST CORNER OF SAID BROWN SURVEY;

THENCE NORTH, 956.52 FEET TO AN IRON PIN FOR CORNER IN A FENCE LINE;

THENCE EAST, ALONG SAID FENCE, 502.56 FEET TO A POST FOR CORNER;

THENCE SOUTH 00 DEGREES, 52 MINUTES WEST, ALONG A FENCE, 799.0 FEET TO AN IRON PIN FOR CORNER;

THENCE WEST, 246.93 FEET TO AN IRON PIN FOR CORNER;

THENCE SOUTH, 162.17 FEET TO AN IRON PIN FOR CORNER IN THE NORTH LINE OF SAID

THENCE NORTH 88 DEGREES, 55 MINUTES, 35 SECONDS WEST, 243.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.0 ACRES OF LAND.

CERTIFICATE.

The plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat. The size, location and type of buildings and improvements are as shown. All improvements are set back from the property lines the distance indicated and there are no encroachments except as shown.

F. J. Dunaway



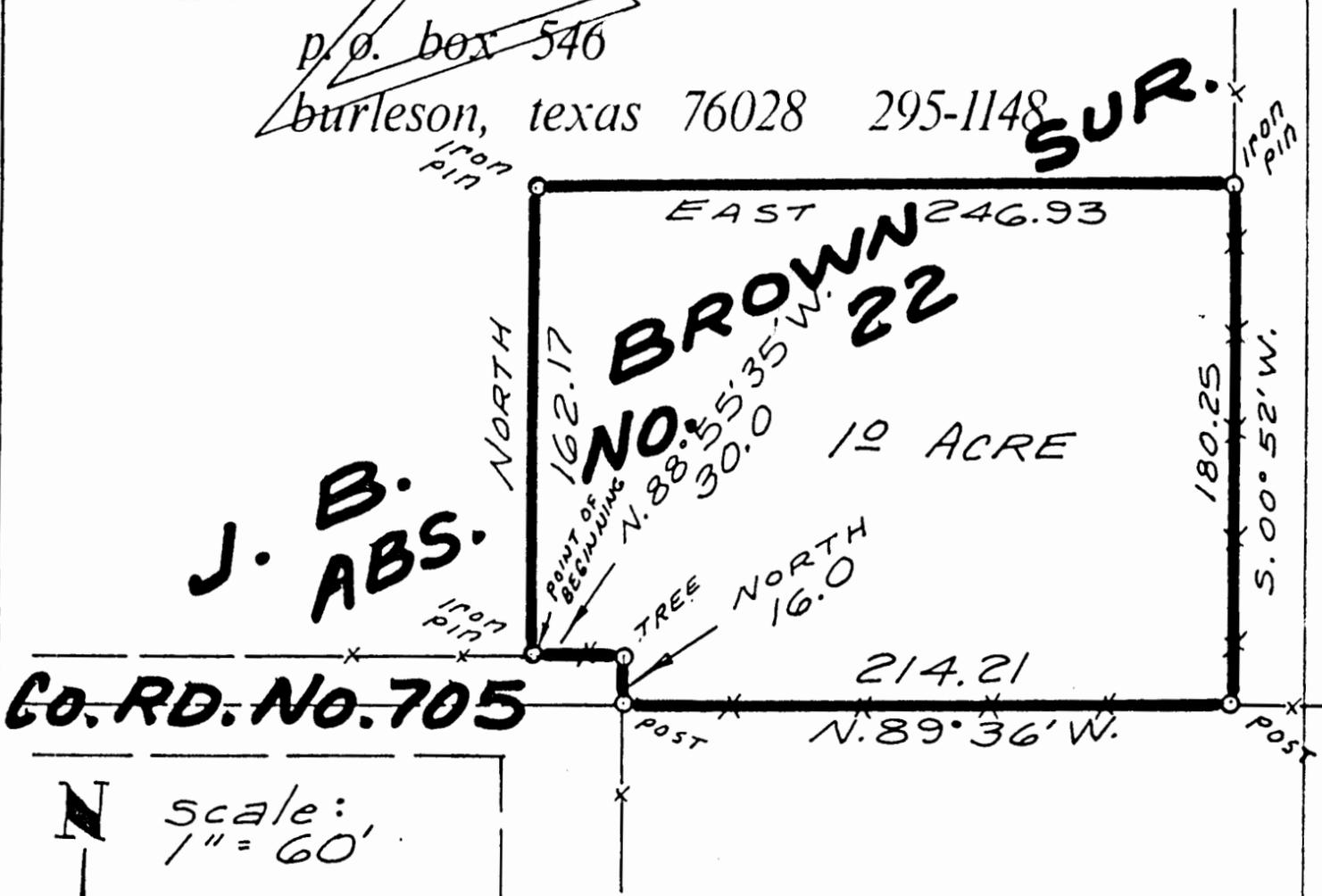
Nov. 28, 1977
DATE

TRIANGLE surveying company

p. o. box 546

burleson, texas 76028 295-1148

SUR.



SKETCH SHOWING SURVEY OF A 1.0 ACRE TRACT OF LAND OUT OF THE J. B. BROWN SURVEY, ABSTRACT NO. 22, IN JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

- BEGINNING AT AN IRON PIN IN THE NORTH LINE OF COUNTY ROAD NO. 705, SAID POINT BEING NORTH 00 DEGREES, 18 MINUTES EAST, 17.9 FEET, NORTH 89 DEGREES, 46 MINUTES, 17 SECONDS EAST, 453.61 FEET, SOUTH 89 DEGREES, 38 MINUTES, 17 SECONDS EAST, 460.18 FEET AND SOUTH 88 DEGREES, 55 MINUTES, 35 SECONDS EAST, 243.58 FEET FROM THE SOUTHWEST CORNER OF SAID BROWN SURVEY;
- THENCE NORTH, 162.17 FEET TO AN IRON PIN FOR CORNER;
- THENCE EAST, 246.93 FEET TO AN IRON PIN FOR CORNER IN A FENCE LINE;
- THENCE SOUTH 00 DEGREES, 52 MINUTES WEST, ALONG SAID FENCE, 180.25 FEET TO A POST FOR CORNER IN THE SOUTH LINE OF SAID BROWN SURVEY;
- THENCE NORTH 89 DEGREES, 36 MINUTES WEST, ALONG A FENCE AND ALONG THE SOUTH LINE OF SAID BROWN SURVEY, 214.21 FEET TO A POST FOR CORNER IN THE EAST LINE OF SAID COUNTY ROAD;
- THENCE NORTH, ALONG A FENCE AND ALONG THE EAST LINE OF SAID COUNTY ROAD, 16.0 FEET TO A TREE FOR CORNER;
- THENCE NORTH 88 DEGREES, 55 MINUTES, 35 SECONDS WEST, ALONG THE NORTH LINE OF SAID COUNTY ROAD, 30.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.0 ACRE OF LAND.

CERTIFICATE:

The plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat. The size, location and type of buildings and improvements are as shown. All improvements are set back from the property lines the distances indicated and there are no encroachments except as shown.



F. J. Dunaway

Nov. 28, 1977
DATE

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to accept the bid from Nitsche Insurance Agency, in the amount of \$26,979.00, covering all buildings and rolling stock owned by Johnson County - bids to be made a part of these minutes.

All voted aye.

5/20/83sar

118	5/15/83-84	12-20	18AL530721CPS	\$14,213.00
			Automobile Renewal	
			PCT 1 \$4,301.00	
			PCT 2 \$2,826.00	
			PCT 3 \$3,456.00	
			PCT 4 \$2,102.00	
			PCT 5 \$1,528.00	
			(Sheriffs)	
			Comprehensive General	3,539.00
			Liability Renewal	

Thank You !

\$17,752.00

NITSCHKE INSURANCE AGENCY

5/6/83sar

120	5/15/83-86	1*-20	241 655443 2	\$ 9,454.00
			Renewing Property	
			Schedule	
			applying 5% more deviation	\$ 720.00

\$8,734.00

Thank You !

5/18/83sar

119	6/15/83-84	1Q-21	591VA0151	\$1,072.00
			Annual Installment	
			Boiler & Machinery	
			Delete Hospital effective	\$ 670.00
			5/15/83	

\$352.00

Thank You !

NITSCHKE INSURANCE AGENCY

✓ Kenneth Boyd, attorney, to obtain right-of-way on Farm to Market Road #3048 failed to appear as scheduled.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve Preliminary Plat of Shadow Ridge Subdivision Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize H. B. Brown, Assistant County Engineer, to employ Philip Szurgot as an assistant in the engineering department on a ninety (90) day trial basis - to be paid from inspection fees.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to authorize the County Clerk to attend the State Conference in Amarillo from June 20 - thru the 24th, 1983.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to reset budget hearings, starting at 9:00 A. M. June 29, 1983.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve the minutes, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Atkins
COUNTY JUDGE

...ooo0ooo...

583

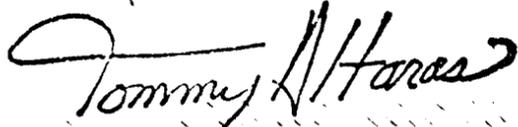
AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - WEDNESDAY, JUNE 29TH, 1983
9:30 A.M.

FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

1. County Extension Agent Assistant
2. Repair or replace: Add heat compressor (3) cells,
violent room, nurse station & detox cell at jail.
3. County Market Square

AND, any other matters that may arise after publication
of this agenda. This Agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article 6252-17
of Vernons Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: JOHNSON COUNTY COURTHOUSE
9:00 A.M.
JUNE 24TH, 1983

583

STATE OF TEXAS :
 : JUNE 29, 1983
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, Absent, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge that Cindy Culpepper be approved as Assistant County Agent. Effective July 1, 1983.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to have electricity connected at the Market Square, effective immediately and to run through September 1, 1983.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to purchase compressor and five (5) safety devices for the County Jail.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to allow the County Extension Office to hire a part time secretary for the maximum of two weeks for the position held by Suzanne Stone.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to pay a certain medical bill, in the approximate amount of \$430.00 from the Rape Crises Control Fund.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to adjourn.

All voted aye.

Joe L. Tolson
COUNTY CLERK

Tommy Altaras
COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JULY 1, 1983 - 9:00 A.M.

I. PLAT APPROVALS

- 1. Pete Newberry.....Phase 6, 9, & 11
- 2. *Brook Hollow Estates*
- 3.
- 4.

II. ADMINISTRATIVE

- ✓ 1. Appointment of Election Judges
- ✓ 2. Ken Boyd.....F.M. # 3048
- 3. Agreement with Texas Dept. of Health
- ✓ 4. Purchase of old B & W Grocery Store & Land
- 5.
- 6.

III. GENERAL DISCUSSION

- 1. Linda Neeley.....Kyle Cemetary
- ✓ 2. Texas Electric Service Co.....Rate Increase
- ✓ 3. Closing of Road in Emerald Forest
- ✓ 4. Mr. Dennis Bell.....Dept. of Human Resources
- ✓ 5. Gary Mitchell & Mr. Weyenberg.....Texas Jet Systems ✓
- 6.
- 7.
- 8.

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.

Tommy Altaras

 TOMMY ALTARAS
 County Judge

POSTED: JUNE 28, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

ELECTION JUDGES AND POLLING PLACES

BOX	NAME & ADDRESS	1984	
		PHONE NUMBER	POLLING PLACE
1	Vernon C. Carrell Rt. #1, Godley		Godley United Methodist Church
2	Jo Ann Miller Rt. 1, Joshua	645-5176	McPherson House, 402 S. Main, Joshua
3	Diane Autry 132 Suzanne, Burleson	295-4748	Frazier Elementary Burleson
4	Jo Spurlin 632 N.W. Chisolm, Burleson	295-5448	Mound Elementary Burleson
5	C.A. Austin 108 S.E. Tarrant, Burleson	295-1594	First Baptist Church Burleson
✓ 6	Combined with box 5		
7	Ethelene Carpenter Rt. 2, 131 Oak Lane, Burleson	295-7471	Cana Baptist Church Burleson, Texas
8	Jessie Beckham Rt. 1, Box 1595, Alvarado	783-3477	First Baptist Church Lillian, Texas
✓ 9	new box		Liberty Chapel Fire Station
10	Virginia Hardee 501 N. Baugh, Alvarado	783-3225	Alvarado High School
11	Wanda Hair Rt 5 Box 989 Burleson	295-4281	Briar Oaks Fire Hall Burleson
12	Mrs. Arvell Ross Rt. 2, Joshua	645-0644	First United Methodist Church 4th & Main Joshua, Texas
13	Mildred Fullen Route 2, Box 394, Joshua	641-9633	Community Room, First National Bank, Joshua
14	Mrs. J.G. Hardcastle Godley	389-3340	Godley City Hall
15	A.D. Beckner Route 1, Godley	645-6389	Bono Community Center
16	Mrs. R. U. Bell 1214 Briarwood Cleburne	645-3979	Civic Center, Cleburne
17	M.W. Mayberry 607 W. Kilpatrick, Cleburne	645-3116	Cooke Elementary School Cleburne
X 18	x Mrs. Sam Hazlett 508 North Buffalo, Cleburne	645-5562	J.N. Long Elementary School, Cleburne
19	Mrs. Grady Meek 211 Forrest, Cleburne	645-2769	Fulton Middle School Cleburne, Texas
20	Voneta Boyer 801 N. Robinson, Cleburne	645-7117	Irving Elementary School Cleburne
21	Porter Jones P.O. Box 172, Cleburne	645-7938	Santa Fe School Cleburne
22	Rebecca Gathings Davis Trailer Park-67 West Lot # 7, Cleburne		Keene Community Center
23	Mrs. Evelyn Peppers Alvarado	783-2192	Alvarado Methodist Church
24	Mrs. Sarah Tackett Rt. 2, Alvarado	783-2172	Greenfield Church Alvarado
25	Vivian McAlister Venus, Texas	(214) 366-5018	Venus City Hall
26	Helen Berrier Grandview	866-4477	Grandview City Hall
27	Melva Swain Box 8, Grandview	866-3646	Grandview Community Center
28	Virble Lankford Rt. 1, Cleburne	645-4566	Adams Elementary School, Cleburne
29	Andrea Hays Rt. 1, Box 55 Rio Vista	373-2508	Rio Vista City Hall
✓ 30	Mrs. Jack Burton 1211 Loma Alta Cleburne	645-6743	Coleman Elementary School, Cleburne
31	L.W. Blackstock Rt. 2, Cleburne	645-4610	Freeland Highland Community Center

work sheet
3-1-84

3-1-84

3-1-84

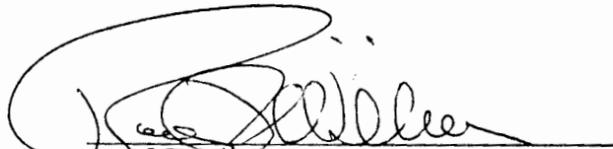
7-1-83

? First U. Methodist

OATH OF OFFICE

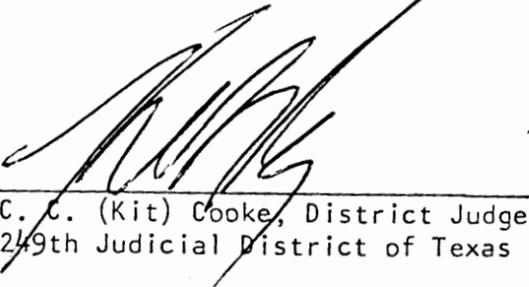
DIRECTOR OF ADULT PROBATION

I, Rodney P. Williams, do solemnly swear that I will faithfully execute the duties of the office of Director of Adult Probation of Johnson and Somervell Counties, 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 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 to secure my appointment or the confirmation thereof.
SO HELP ME GOD.


Rodney P. Williams

SUBSCRIBED AND SWORN TO BEFORE ME this the 27th day of June, 1983.


E. Byron Crosier, District Judge
18th Judicial District of Texas


C. C. (Kit) Cooke, District Judge
249th Judicial District of Texas

APPLICATION OF TEXAS ELECTRIC
SERVICE COMPANY FOR A RATE
INCREASE

PUBLIC UTILITY COMMISSION
OF TEXAS

NOTICE OF FIRST PREHEARING CONFERENCE

On June 9, 1983, Texas Electric Service Company ("TESCO") filed a statement of intent and an application requesting authority to increase rates in areas within the Commission's original jurisdiction. The rate change would increase the applicant's revenues by \$195,083,868, or 16.1%, over adjusted test year revenues recoverable under tariffs currently in effect. All customers and classes would be affected by the proposed rate change, which is a "major change" within the meaning of Section 43(b) of Tex. Rev. Civ. Stat. Ann. art. 1446c (Supp. 1982) ("PURA").

The Commission has jurisdiction over this case pursuant to PURA §§ 16, 17(e) and 37. In accordance with P.U.C. PROC. R. 052.01.00.024(b) the first prehearing conference will be held in this docket at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas, on Monday, June 27, 1983, beginning at 9:00 a.m. The scope of the conference shall include consideration of motions filed by noon on June 23, 1983, alignment of parties, determination of a discovery and hearing schedule, deadlines for prefiled testimony, consideration of suspension of the effective date of the proposed rate change, and other procedural matters within the scope of P.U.C. PROC. R. 052.01.00.052.

As required by Procedural Rule 24(b) cited above, motions to intervene shall be filed in this case on or before Monday, June 20, 1983, and protests shall be filed on or before Monday, July 25, 1983.

In accordance with Section 43(c) of the PURA TESCO is hereby directed to provide a copy of this notice to the governing bodies of all municipalities and counties affected by this proposed rate change. Furthermore, since the applicant's filing indicates that applications for a rate increase were filed with appropriate municipal regulatory authorities on June 9 also, the following procedure is established for any consolidation of appeals from city ratemaking ordinances with the instant environs docket:

1. Notice of the Section 26(a) appeal, and of any motion to consolidate, together with a copy of this order and any subsequent order herein establishing a hearing date, shall be served by the coop on the appellee city.
2. Any opposition to the motion shall be filed by written expression of all grounds and arguments for such opposition. That filing shall be made with the Commission no later than ten days after receipt of the appeal, motion, and orders. Rulings on motions to consolidate appeals will be made on the basis of the written filings, absent compelling circumstances.

Requests for a court reporter's presence at any prehearing conference or at the hearing shall be made to the examiner at least three working days in advance by any party willing to incur the cost. Absent such request, the proceedings will be taped.

SIGNED AT AUSTIN, TEXAS, on this the 9th day of June, 1983.

PUBLIC UTILITY COMMISSION OF TEXAS

Phillip Holder

PHILLIP HOLDER
HEARINGS EXAMINER

mj

A motion was made by Commissioner Roe and seconded by Commissioner Russell to make a part of these minutes a petition of Southwestern Bell Telephone Company for authority to change rates, made on June 24, 1983.

All voted aye.

PETITION OF SOUTHWESTERN BELL
TELEPHONE COMPANY FOR AUTHORITY
TO CHANGE RATES

PUBLIC UTILITY COMMISSION
OF TEXAS

NOTICE OF PREHEARING CONFERENCE

On June 24, 1983, Southwestern Bell Telephone Company (SWB) filed an application requesting authority to change certain of its rates statewide. The proposed changes would, according to Bell's projections, generate additional intrastate revenues, of \$1,700,00,00, annually, or a percentage increase of 76.36 percent over test year adjusted revenue levels.

The Commission has jurisdiction over this matter under Sections 16, 18, and 37-47 of the Public Utility Regulatory Act, Tex. Rev. Civ. Stat. Ann. art. 1446c (Supp. 1982). Pursuant to Commission Procedural Rules 052.01.00.024(b) and 052.01.00.052, a prehearing conference will be held at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas, beginning at 10:00 a.m. on Friday, July 8, 1983. The scope of the conference shall include consideration of whether to suspend the effective date of the proposed rate changes, consideration of motions to intervene, the alignment and grouping of parties, the pendency of this docket, consideration of the protective order proposed by SWB, and such other procedural matters as the examiners shall in their discretion decide to consider. Motions to intervene shall be filed with this Commission on or before Tuesday, July 5, 1983. Any motion to intervene filed after said July 5 deadline should contain an allegation stating good cause for such late filing. Protests shall be filed with the Commission on or before Monday, August 8, 1983.

Pursuant to Section 43(c) of the above-cited statute, and under the terms of Commission Procedural Rule 052.01.00.043(a)(2)(B), Bell is hereby directed to provide a copy of this notice to the Commissioners Court of each county in which any proposed rate changes would take effect, as well as to each affected municipality.

ENTERED AT AUSTIN, TEXAS, on this the 24th day of June, 1983.

PUBLIC UTILITY COMMISSION OF TEXAS

Rhonda Colbert Ryan
RHONDA COLBERT RYAN
HEARINGS EXAMINER

Phillip Holden, for
JACQUELINE S. HOLMES
HEARINGS EXAMINER

Angela Demerle Williams
ANGELA DEMERLE WILLIAMS
HEARINGS EXAMINER

Mary Ross McDonald
MARY ROSS McDONALD
HEARINGS EXAMINER

LEGAL DEPT - DALLAS
JUN 27 1983
S W BELL TEL-DE

ld/lb

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe that any private waste water treatment system that meets State Guidelines, and approved by the County Inspector, can be installed in Johnson County.

All voted aye.

EXECUTIVE SESSION AT 11:15 A. M.

RECONVENED AT 11:50 A. M.

✓ RESULTS: Re: purchase of B & M Grocery. Proceed with paper work to prepare legal instruments for lease purchase and to request the County Attorney to provide the County Auditor a break down on how County Funds can be provided for this transaction.

✓ All voted aye.

RECESS for lunch: 12:35 P. M.

✓ RECONVENED in open court at 1:45 P. M. with all members present except Commissioner of Precinct No. 3.

✓ No action taken by the court on the proposal by George Crump, Sommervell County Judge, to restructure area counties in the administration of the Job Training Partnership Act (formerly C. E. T. A.) instead of the North Central Texas Council of Governments.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Allen
COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
JULY 11th, 1983 - 9:00 A.M.

I. PLAT APPROVALS

1. Warren Snow.....Willard Acres....Final Plat
2. Robert Beams.....Highcrest Estates...Precinct #2
3. Sam McCall.....Preliminary Plat
- 4.

II. ADMINISTRATIVE

1. Curtis Pritchard...Texel-Industries...Development of Commercial Bonds
2. Consider request of the Railroad safety signal device for Sante Fe Railroad Crossings
3. Sheriff Huffman or Sam Love.....Lease Car
- 4.
- 5.

III. GENERAL DISCUSSION

1. Judge Cooke.....Change in Jury Selection System
- 2.
- 3.
- 4.
- 5.
- 6.

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



TOMMY METARAS
County Judge

RESOLUTION NO. _____

A RESOLUTION BY THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, APPROVING AN AGREEMENT TO ISSUE BONDS ENTERED INTO BETWEEN THE JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND TEXEL INDUSTRIES, INC.

WHEREAS, the Johnson County Industrial Development Authority (the "Authority") by its Resolution dated June 24, 1983, authorized an Agreement to Issue Bonds to be entered into between the Authority and Texel Industries, Inc. (the "User"); and

WHEREAS, the Authority intends to issue a series of industrial development revenue bonds in a principal amount not anticipated to exceed TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Bonds") to assist the User in financing of a warehouse facility to be used to store inventory consisting in part of disposable protective clothing (the "Project") to be located at 1102 Kilpatrick, Cleburne, Johnson County, Texas; and

WHEREAS, said Project shall contribute to the development of manufacturing and industrial enterprises within the county limits of Johnson County, Texas, and shall be in furtherance of the purposes of the Development Corporation Act of 1979, as amended, Article 5190.6, Tex. Rev. Civ. Stat., (the "Act"); and

WHEREAS, it is the desire of this Commissioners' Court to approve the Agreement to Issue Bonds entered into between the Authority and the User;

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

1. That the above recitals are true and correct;
2. That this Commissioners' Court hereby approves the Agreement to Issue Bonds entered into as of the 11th day of July, 1983, between the Johnson County Industrial Development Authority and Texel Industries, Inc., which Agreement to Issue Bonds is attached hereto as Exhibit "A";
3. That in passing this Resolution and approving the Agreement to Issue Bonds, this Commissioners' Court does not waive any Code requirement or other regulatory requirement of Johnson County, Texas, which may be applicable to the Project to be financed with said

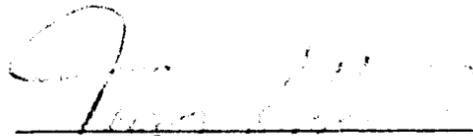
industrial development revenue bonds, nor does this Resolution constitute any other approval of Johnson County, Texas, or this Commissioners' Court of the Project other than as expressly set forth herein regarding the approval of the Agreement to Issue Bonds;

- 4. That the July 11, 1983, Resolution of the Authority and the Agreement to Issue Bonds of that date shall constitute an official action toward the issuance of the Bonds within the meaning of Reg. 1.103-8(a)(5) of the Treasury Regulations interpreting the Internal Revenue Code of 1954, as amended.

BE IT FURTHER RESOLVED that the effective date of this Resolution is as of this 11th day of July, 1983.

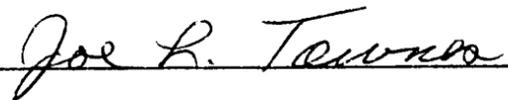
BE IT FURTHER RESOLVED that it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 11th day of July, 1983.



Tommy Altaras
County Judge

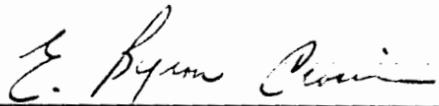
ATTEST:



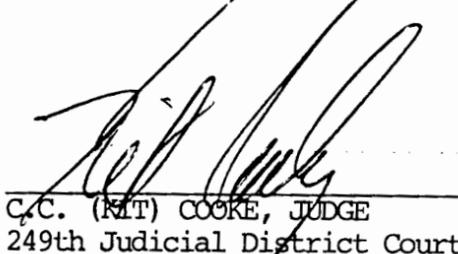
✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the plan of selecting persons for jury service with the aid of mechanical or electronic means, as recommended by District Judges E. Byron Crosier and C. C. "Kit" Cooke. The plan to be made a part of these minutes.

All voted aye.

Pursuant to the provisions of Article 2100a, Vernon's Texas Civil Statutes, we, the undersigned, being the District Judges of Johnson County, Texas, at a special meeting held on June 30, 1983, for the purpose of recommending a plan of selecting persons for jury service with the aid of mechanical or electronic means, do hereby recommend to the Commissioners Court of Johnson County, Texas, adopt the plan attached hereto as Exhibit "A" for the selection of persons for jury service with the aid of mechanical or electronic means.



E. BYRON CROSIER, JUDGE
18th Judicial District Court



C.C. (KIT) COOKE, JUDGE
249th Judicial District Court

EXHIBIT "A"

WHEREAS, the present method of selecting jurors by use of the jury wheel in Johnson County, Texas, is inefficient, obsolete, and expensive, and jurors can be selected more fairly, more efficiently, and less expensively by mechanical and electronic means,

It is therefore recommended to the Commissioners Court of Johnson County, Texas, by the Judges of the District Courts of Johnson County, Texas, by the authority of Article 2100a, Vernon's Texas Civil Statutes, that the following plan for the selection of persons for jury service be adopted:

(1) SOURCE OF NAMES

The source from which names shall be taken shall be the current voter registration lists of all precincts in Johnson County, Texas, as certified by the Tax Assessor-Collector of Johnson County, Texas, and entered on the juror selection computer program which will be prepared for such purpose by the computer company selected by said Commissioner's Court.

(2) OFFICIAL IN CHARGE

The Clerk of the District Courts of Johnson County, Texas, herein called the "Clerk", is designated as the official to be in charge of the selection process, and shall have the duties and authority as set forth herein.

(3) ACCESS TO VOTER REGISTRATION LIST

The Tax Assessor-Collector of Johnson County, Texas, as part of his present, regular duties, shall update the voter registration list to be used in this plan, to assure as current a list as possible. Other than at such times as a random list of prospective jurors is obtained from the voter registration list, the Tax Assessor-Collector, or his designate, shall be the only person with access to the voter registration list, and such access shall be for updating purposes only. The Tax Assessor-Collector gains access to the voter registration list only by entry into the computer of the particular security code issued to the Tax Assessor-Collector for this purpose. Such security code is in the sole possession of the Tax Assessor-Collector of Johnson County, Texas.

(4) PROGRAM FOR RANDOM SELECTION

In preparing the computer program for juror selection, said computer company will devise a system which will insure the fair, impartial, and objective selection of prospective jurors by use of a random number generating process, which is described as follows.

The Generation of Numbers by Analytical Randomizing Process uses Random Properties of the Disk Operating System and the always changing interval timer of an IBM 360/370 computer. The major difference between the Analytical Generator to be used in the Jury Selection System and a Mathematical Generator is repetition of a series of numbers. A Mathematical Generator given an Identical set of Seeds on Successive runs will produce an identical series of random number. The Analytical Generator using always changing physical properties will never product an identical series of numbers because the physical properties are impossible to duplicate regardless of an identical set of Seeds. The term "Seeds" is defined as a group of unique numbers used to initiate the Random Generation Process. Relating to the Jury Selection System, the group of three Seed numbers is determined as follows:

- (1) The basis of the first seed number is the date (MMDDYY) on which the selection process is being executed where MM is the month of the year, DD is the day of the month, and YY is the last two digits of the year, e.g. 123177 would be used if the selection was taking place December 31, 1977.
- (2) The basis of the second seed number is the binary coded numerical equivalent of the first four (4) letters of the last name of the first juror selected from the prior selected jury list. This name is typed in when requested by the computer program for the first selection and automatically passed on in multiple jury list-selections.
- (3) The basis of the third seed number is the time (in seconds) required for the completion of the security unlocking and data entry process. This time interval is recorded by the Internal computer clock.

Each of the seed numbers, n , is converted to an odd number of the form $2n+1$. The random numbers generated, however, are equally likely to be even or odd numbers.

This method of selection has been evaluated by Marsaglia and Bray (5) using separate multiplicative generators with discrete values of A for generating random multipliers and randomly selecting a value for each number generated. The specific formula used in an algorithm developed for an IBM 360 model 40 computer which has a radix of 2 and a word length for fixed point arithmetic of 31 binary digits plus signs are as follows:

$$L_{n+1} = 65539 L_n \pmod{2^{31}}$$

$$M_{n+1} = 33554433 M_n \pmod{2^{31}}$$

$$K_{n+1} = 362436060 K_n \pmod{2^{31}}$$

The initial values of L , M , and K are positive integer "seeds" independently generated as a part of the Jury Selection Process.

(5) JUDGES

Judges as used herein shall mean the County Judge and District Judges of the 249th and 18th Judicial Districts and such other Judges of Court of the level of County or higher as may hereinafter be created.

(6) PROCESSING THE PROSPECTIVE JUROR LIST

From time to time, as needed during the year, the Judges, the Clerk (or her designate), and the Sheriff of Johnson County, shall assemble for the purpose of activating the computer juror selection program, and thereby produce a List of Prospective Jurors. A unique security code shall be issued to each of the above named officers and protected by him or her to insure the integrity of the juror selection process. The program cannot be activated on the computer unless all three security codes are properly entered, as herein set forth.

The process for activating the juror selection program is described as follows. The Operator of the computer types in a predetermined "call-up" number which identifies with the Juror Selection system for Johnson County, Texas. This will cause Screen #1 to appear on the computer terminal. A detailed description of Screen #1 is found in Figure 1. Screen #1 is for the purpose of entering the security codes of the three officers mentioned above. These codes will not be shown on the picture tube. In the event that a wrong code has been entered, the computer will notify the Operator and allow entry of the correct code. After the correct entry of all three codes, the system will "unlock" and a different screen will appear, that being Screen #2. A detailed description of Screen #2 is found in Figure 2. This Screen requires the Operator to enter the "seed" numbers and the number of jurors to be selected, as well as the beginning juror number. A note will then appear at the bottom of the picture tube (Screen #2), reminding the Operator to have the proper form inserted in the printer prior to entry of this Screen. This is necessary so that the list will be printed on the proper form. From this point, juror selection is system-dependent until completion of selection. Upon completion, the printer will go to the top of the form and totals will be printed. The printer will stop automatically at the end of the job.

(7) SELECTION OF JURORS FOR PARTICULAR WEEKS

Once the Prospective Juror Lists has been printed by the above described process, the computer company will deliver such Prospective Jury List to the Jury Clerk as soon as possible. The Jury Clerk and/or Sheriff will cause

to be addressed a questionnaire card for each person on the Prospective Juror List.

At the direction of the Judges, the Sheriff will mail out by First Class Mail such number of the Jury Questionnaire Cards as is necessary to insure a sufficient number of jurors to meet the demands of the various courts using this service. At least (10) days prior to the date such persons are to begin such jury service, a true and complete written list showing the names and addresses of the persons summoned to begin jury service on a particular date shall be filed of record with the County Clerk.

(8) POSTPONED JURORS

The names of persons previously called for jury service whose service has been postponed to a later date, shall be added by the Sheriff, to the list of persons to be called at such later date, and such completed list shall be filed with the County Clerk not later than ten (10) days before such date.

(9) SUMMONING JURORS

The Sheriff shall summon by First Class Mail for the dates designated all persons so listed to be called for jury service on such dates.

(10) ADDITIONAL JURORS

Whenever the Judges determine that the number of jurors previously selected for any designated date is insufficient, they shall direct the Clerk to prepare a supplemental list containing a specified number of persons to be called for jury service in addition to those previously selected. Such additional persons shall be selected, listed and summoned in the same manner as those previously selected.

(11) SUPERVISION BY JUDGES

The Judges shall have supervision and control over the general panel of persons called for jury service. He shall cause all persons selected, summoned and appearing for jury service as above provided to be sworn and interrogated concerning their qualifications as provided by law, shall pass on their qualifications and excuses, shall give them such instructions as may be required or appropriate before they are assigned true answers to all questions put to them on voir dire concerning their qualifications to serve as jurors in any particular case.

(12) JURORS USED INTERCHANGEABLY

The jurors so selected, qualified, instructed and sworn shall constitute a general panel for the week for service as jurors in all District, County, and Justice courts in Johnson County, Texas, and shall be used interchangeably in all of said Courts. The Sheriff, acting under instructions of the Judges, shall assign such jurors out in panels to the different courts as requested by the Judges of said Courts.

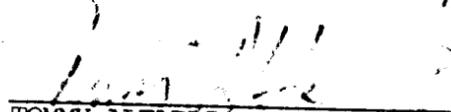
(13) AMENDMENTS

This plan may be amended by the Commissioners Court of Johnson County, Texas, upon recommendation of the District Judges of Johnson County, Texas.

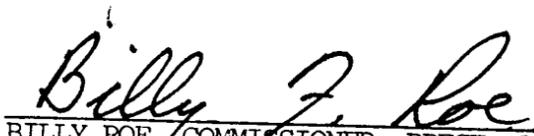
(14) EFFECTIVE DATE

This plan upon adoption shall become effective on the 1st day of August, 1983.

This plan was considered by the Commissioners Court of Johnson County, Texas on the 11 day of July, 1983, and is hereby approved.



TOMMY ALTARAS, COUNTY JUDGE



BILLY ROE, COMMISSIONER, PRECT. 1



DAVID RUSSELL, COMMISSIONER, PRECT. 2



B.B. ALDRIDGE, COMMISSIONER, PRECT. 3

LLOYD REESE, COMMISSIONER, PRECT. 2 3

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to approve the Preliminary Plat of Highcrest Estates, Precinct No. 2.

All voted aye.

✓ No action was taken by the court on the scheduled appearance of Sam McCall for Preliminary Plat approval.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the Final Plat of ~~Woolard~~ Acres, Precinct No. 3.

All voted aye.

✓ The request from Sheriff Huffman to lease an unmarked vehicle for use by the Sheriff's Department will be given further consideration at the final budget hearing.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to authorize the payment of \$6,000.00 to the State Highways and Public Transportation Department for the installation of a safety signal devise to be installed on the Santa Fe RR Crossing northeast tip of the City of Cleburne - second Kilpatrick Street crossing.

All voted aye.

✓ The matter of taxing gross bingo revenues generated in Johnson County will be placed on the August 1, 1983 Commissioners' Court Agenda.

✓ Mr. C. M. Morgan, County Engineer, for Johnson County was presented a plaque for excellent service rendered to the Commissioners' Court and the Citizens of Johnson County.

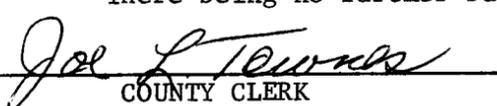
✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize payment of monthly bills, as read by the County Auditor.

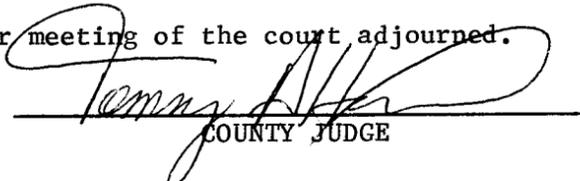
All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the minutes of the previous meetings, ^{July 1982} ~~June 19~~ and July 1, 1983.

All voted aye.

There being no further business the regular meeting of the court adjourned.


COUNTY CLERK


COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
AUGUST 1, 1983 - 9:00 A.M.

I. PLAT APPROVALS

- 1. Mr. Bill McNabb....."Brookhollow Estates"
- X 2. Foy Dunaway "Timbergreen Addition"
- 3. Steve Pope "Deer Run" - *passed*
- 4.
- 5.

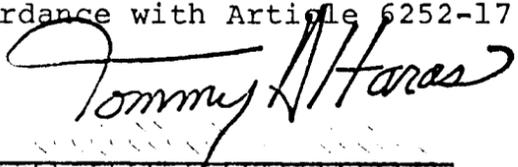
II. ADMINISTRATIVE

- X 1. Robert Wylie.....Painting of Courthouse .
- X 2. Discussion of proposed lawsuit against subdividers/
developers - Dan Boulware (Executive Session)
- X 3. Adoption of Sanitation Rules .
- X 4. Set 1983-84 budget
- 5. Set Tax Rate

III. GENERAL DISCUSSION

- X 1. Linda Neeley.....Kyle Cemetary
- X 2. David Anderson.....Parker Water Supply
- X 3. Mr. Doyle Riley..... Discuss CR # 405
- X 4. Request for City of Cleburne-concerning roads
- X 5. Robert Sparks.....Closing of Roads leading to
Alvarado Lake
- X 6. Ed Carroll Office Rental
- X 7. Ed Carroll Telex Machine

AND, any other matters that may arise after publication
of this Agenda. This agenda of meeting of the Johnson County
Commissioners' Court is posted in accordance with Article 6252-17
of the Vernon's Civil Statutes.



TOMMY ALTAVAS
County Judge

POSTED: JULY 27, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

606

STATE OF TEXAS :
 :
COUNTY OF JOHNSON : AUGUST 1, 1983

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Revision Plat of Timber Green Phase II Subdivision. Lot 4-R being a revision of a portion of lots 3 and 4 Block 6.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize the County Auditor to advertise for bids to paint the outside of the courthouse, and to install new windows where needed in the courthouse ground floor.

All voted aye.

✓ Bill McNabb, in regard to Brookhollow Estates Subdivision, failed to appear.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to authorize County Attorney, Dan Boulware, to file law suits against developers to prevent the sale of land in an unrecorded subdivision until such time the plat is recorded in accordance with the law, and to hire necessary personnel to make the investigation.

All voted aye.



DAN M. BOULWARE
COUNTY ATTORNEY

JOHNSON COUNTY
COURTHOUSE RD. BOX 814
CLEBURNE, TEXAS 76031
817 845-8895

July 21, 1983

Hon. Tommy Altaras
County Judge
Johnson County Courthouse
Cleburne, Texas 76031

Re: Unrecorded Subdivisions

Dear Judge Altaras:

It has been brought to my attention by Mr. T. W. Visage of the Office of Interstate Land Registration, U. S. Department of Housing and Urban Development that according to his investigation there exist at this time 18 subdivisions in Johnson County, Texas, that are being sold on the basis of the unrecorded plats of the subdivision. He further informs me that several other proposed subdivisions are now in the process of being organized in the County. This has been for the period of the last two years, a matter of growing concern to my office as well as the Commissioners Court. The property owners in the subdivisions are often told that the roadways are subject to county maintenance and that various county services will be provided for them. Due to the location of Johnson County in the growth pattern of the Metroplex, I feel that this problem will only increase in coming years. Although not a statutory duty of my office, I feel a responsibility to the citizens of Johnson County and to the Court to recommend a course of action to attempt to alleviate this problem before it becomes worse.

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Commissioner's Court

Article 6626A requires the filing of a subdivision plat before the sale of property from an unrecorded subdivision to the public. The Attorney General's office in Opinion H-1057 ruled in 1977 that under the provisions of Article 6626A a Commissioners Court could seek an injunction to prevent the sale of land in an unrecorded subdivision until such time as the plat was recorded in accordance with the law.

In the event that the property is within 5 miles of an incorporated city Article 974A further vests the incorporated city with the authority to approve the plat prior to filing. This article further authorizes the city to seek an injunction to prevent violation of that article. It would therefore appear that a co-existent authority exists with cities to seek injunction to prevent the unauthorized sales of property from unrecorded plats.

Therefore, the vehicle exists to prevent the abuse of the public and the county by fly-by-night land developers who have been selling property on the basis of unrecorded plats. This being the case, I feel the county should take the necessary action to seek injunctive relief to prevent further transactions on such properties, until such time as the properties in question are platted, the roads brought to county standards and the septic systems brought to standard as required by law.

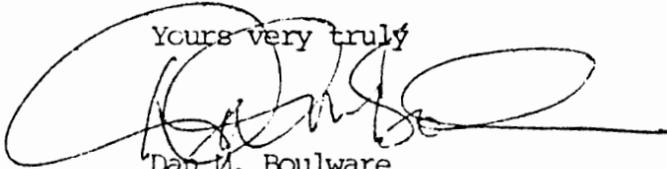
Although, my office is not required by law to pursue this matter, I feel it is of such public significance that we should, if requested by the Commissioners Court, pursue it. However, these cases will require that we secure various services not now available to our office. It will be necessary to retain the services of various experts, abstracters, and investigators to properly pursue the litigation. I would need the authority of the Court to engage on an ongoing basis some company able to abstract the title to

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the property in question and establish ownership. I would further need authority from the Commissioners Court to retain the services of an investigator to contact witnesses and assist in preparation of the cases for trial. Without these services, I do not believe we would be able to adequately prepare the litigation.

Further, I believe we should contact affected cities and request that they file suit along with us. However, in the event they fail or refuse to do so, I feel we should pursue the litigation without their joinder.

Yours very truly



Dan M. Boulware
County Attorney

cc: Billy F. Roe, Commissioner
Precinct #1
820 S. Ridgeway
Cleburne, Texas

David Russell, Commissioner
Precinct #2
P. O. Box 767
Joshua, Texas 76058

Loyd Reece, Commissioner
Precinct #3
105 W. Atchley
Alvarado, Texas 76009

B. B. Aldridge, Commissioner
Precinct #4
Rt. #4
Grandview, Texas 76050

✓ The County Commissioners' Court and the Kyle Cemetery Association agreed to the following for the construction of a road to the Kyle Cemetery in Commissioner Precinct No. 1, off FM 916.

1. Commissioner of Precinct No. 3 and 4 will each pay \$800.00, total \$1,600.00 for the bull-dozer work to clear the right-of-way for said road.

2. Commissioner of Precinct No. 1 will furnish one culvert and install.

3. Commissioner of Precinct No. 1 agrees to grade up a dry weather road bed after fences are installed on both sides of easement by Kyle Cemetery Association, after R O W cleared.

4. Mr. Honea to burn brush dozed off the R. O. W.

5. Cemetery Association to build fence on both sides of R O W.

6. Association to install 7 foot cattle pass.

7. Mr. Honea to furnish 4 foot culvert.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to permit the Parker Water Supply Co-Op to lay water lines along County Road right-of-ways - to bore under or cut through roads where needed. To lay lines no closer than 2 feet each side of the pavement. To lay the lines at least 30 feet deep. Any and all damages to County Roads to be replaced by the Co-Op according to Commissioner's specifications.

All voted aye.

✓ A motion was made by Judge Altaras and seconded by Commissioner Reese to appoint the following committee to study and recommend to the court their findings on the matter of closing County Roads that lead into the Alvarado Lake:

1. Judge Altaras
2. Mayor Jim Rayburn
3. Commissioner Loyd Reese
4. Dennis Baggett
Route 3, Box 3282, Alvarado, Texas.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to adopt the order regulating the use of private sewage facilities in Johnson County, Texas. The order to be made a part of these minutes - effective date August 15, 1983.

All voted aye.

STATE OF TEXAS
COUNTY OF JOHNSON

On this the 1 day of August , 1983, the Commissioners Court of Johnson County, Texas, convened in Regular Session at the July term of said Court, at the Courthouse of the City of Cleburne , Texas, with the following members present, to wit:

TOMMY ALTARAS , County Judge
BILLY F. ROE, County Commissioner, Precinct #1
DAVID L. RUSSELL, County Commissioner, Precinct #2
LOYD REESE, County Commissioner, Precinct #3
B.B. ALDRIDGE, County Commissioner, Precinct #4

And, among other proceedings had, the following order passed:

WHEREAS, this proposed order shall be submitted to the State Department of Health and Texas Water Quality Board and;

WHEREAS, Johnson County is expected to increase in population density, and;

WHEREAS, rapid increases in population density due to mobile home parks or other concentrated housing in areas not served by organized disposal systems can create pollution and public health problems; and

WHEREAS, the continued unregulated use of private sewage facilities constitutes a serious threat to public health, and

WHEREAS, the Commissioners Court of Johnson County, Texas, has considered the matter and deemed it appropriate to issue an order regulating the use of private sewage facilities in Johnson County, Texas; and

Texas Water Code:

NOW THEREFORE, be it resolved by the Commissioners' Court of Johnson County, Texas, by the authority of Section 21.084 of the Texas Water Quality Act, that the following regulations be in force and effect as soon as approved by the Texas Water Quality Board.

Section 1. DEFINITIONS

For the purpose of this order.

1. "Licensing Authority" means the Johnson County Health Department.
2. "Person" includes corporation, organization, estate, trust, partnership, association and other entity.
3. "Private Sewage Facilities" means septic tanks, pit privies, cesspools, sewage holding tanks, injection wells used to dispose of sewage, chemical toilets, treatment tanks, and all other facilities, systems, and methods used for the disposal of sewage other than

disposal systems operated under a permit issued by the Texas Water Quality Board.

4. "Sewage" means waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation.

5. "Organized Disposal System" means any public or private system for the collection, treatment, and disposal of sewage operated in accordance with the terms and conditions of a valid waste control order issued by the Texas Water Quality Board.

6. "Subdivision" means (1) a subdivision which has been plotted and recorded with the County Clerk of Johnson County, or which is required by statute to be so plotted and recorded; or (2) any four (1) or more contiguous lots or tracts, each of which is less than five (5) acres in size.

Section 2. LICENSING AREA

The provisions of this order shall apply to all of the area lying in Johnson County, Texas which is not in an incorporated city.

Section 3. DISCHARGE OF SEWAGE

After the effective date of this order, only the following types of sewage discharge shall be lawful;

1. Sewage discharged into any organized disposal system;
2. Sewage discharged into a private sewage facility licensed and registered in accordance with the regulations contained in this order.

Section 4. LICENSING AUTHORITY

A. The Johnson County Health Department shall perform all licensing functions required by this order.

B. The Licensing Authority shall:

- (1) Enforce all the regulations contained in this order;
- (2) Make reasonable inspections of all private sewage facilities located within the licensing area;
- (3) Collect all fees set by the Commissioners Court to recover all costs incurred in meeting the requirements of this order;
- (4) Make semiannual reports to the Commissioners' Court on all actions concerning this order;
- (5) Perform all other duties necessary to meet the requirements of this order.

3

Section 5. LICENSING REQUIREMENTS

- A. No person may install private sewage facilities after the effective date of this order unless a license has been issued for the facility.
- B. No person may install a private sewage facility on a lot or tract smaller than required to meet all standards set forth in this order.
- C. Distance requirements are as follows:
 - (1) No seepage pits will be allowed in JOhnson Countu, Texas
 - (2) The minimum setback requirements for septic tank systems will be as follows:

(a) Distance from septic tank to:

Buildings	5 feet	(TSDH)*	(FHA)**	(UPC)***
Property Lines	10 feet	(TSDH)	(FHA)	
Wells	50 feet	(TSDH)	(FHA)	(UPC)
Streams, lakes & Ponds	75 feet	(TSDH)		
Water lines	10 feet		(FHA)	

(b) Distance from drain fields to:

Buildings	15 feet	(TSDH)		
Property lines	10 feet	(TSDH)		
Wells	150 feet	(TSDH)		
Streams, lakes & Ponds	75 feet	(TSDH)		
Water lines	10 feet		(FHA)	

- (3) Trench width required, 18-36 inches (TSDH) (UPC)

* (TSDH) - Texas State Department of Health
 ** (FHA) - Federal Housing Authority
 *** (UPC) - Uniform Plumbing Code

- (4) Gravel depth below tile (minimum)
 - (a) 1-45 min./ in percolation rate 6 inches (TSDH) (FHA)
 - (b) 45-60 min./ in percolation rate 12 inches (UPC)

Section 6. APPLICATION, INSPECTIONS AND TESTING

- A. A person desiring a license shall obtain an application form from the office of the County Auditor of Johnson County.
- B. Processing of applications and tests; requirements for applications and septic systems; and regulations for issuance of system requirements and licenses, will be found in the pamphlet entitled "Rules and Regulations for Septic Systems in Johnson County, Texas" dated 1983, which is incorporated herein for reference, and available upon request from the Johnson County Judge's Office, third floor, Johnson County Courthouse, Cleburne, Texas 76031.

Section 7. SUBDIVISIONS

- A. Minimum Johnson County requirements will be enforced as stated in the County Commissioners Court resolution of 1983, which is entitled SUBDIVISION RULES AND REGULATIONS AND COUNTY ROAD REGULATIONS, in all "Subdivisions" as that term is defined in Section 1, Paragraph 6 herein. This Commissioners Court resolution is incorporated herein for reference.
- B. Upon completion of required forms, the Commissioners Court shall approve or disapprove with reasons in writing to the applicant.
- C. Upon receiving and reviewing plans for sewage and water and receiving any additional information on the adequacy of any system(s) from the Texas State Department of Health or other agency, the licensing agency shall send written notice of approval or restrictions and/or changes in any system (s); also, the licensing authority shall determine whether private sewage facilities are:
 - (1) Approved, but restricted in certain parts of the subdivision; or
 - (2) Approved for use in all parts of the subdivision; or
 - (3) Prohibited in the subdivisions.
- D. The Licensing Authority shall notify the the applicant and the Commissioners Court of its findings in writing.
- E. No person within a subdivision may apply ofr a license unless the LICENSING AUTHORITY has approved the use of private sewage facilities within that subdivision.

- F. A person submitting an application under this section, his agent, or assigns shall issue notice to each buyer of:
- (1) The terms and conditions of this order; and
 - (2) The applicability of this order to the subdivision and to the buyer's lot or tract.
- G. Any failure by the developer, his agent(s) to give the notice required in subsection (G) of this section shall be in violation of this order and subject to appropriate enforcement action (s). The Licensing Authority may withdraw application granted a subdivision if a person fails to give adequate notice as required by subsection (G) of this section,

Section 8. LICENSES AND RENEWALS

- A. The Licensing Authority shall issue licenses for an indefinite term and until the Licensing Authority, in their opinion, determines that a health hazard exists because of malfunctioning of the system.
- B. A succeeding owner may apply for a transfer for the unexpired term of the license provided that:
- (1) He proposes no significant change in amount or quality of waste to be placed in the facility; or
 - (2) He proposes no change or modification of the facility.
- C. The Licensing Authority may renew a license if it determines that :
- (1) Continued use is not in conflict with this order, regulation, or rule of the Texas Water Quality Board. and
 - (2) No pollution or injury to public health will result.
- D. If the Licensing Authority determines that a license should not be renewed, it shall notify the applicant in writing stating the reasons preventing renewal.

- A. A person with title to property on which a private sewage facility is in use on the effective date of this order is entitled to submit an application for registration of the facility with the Licensing Authority, without fee.
- B. A person desiring a registration shall obtain an application form from the office of County Auditor.
- C. The Licensing Authority shall record and issue a certificate of registration to each person upon completion of a registration application.
- D. If the Licensing Authority determines that the registration application is not complete, it shall notify the registration applicant in writing and list the information needed to complete registration.
- E. Succeeding owners may continue a registration by applying to the Licensing Authority subject to these requirements.
- F. Registration does not relieve a person of any responsibility imposed by Article 4477-1, V.A.T.S.

Section 11.1[?] CONSUMER PROTECTION AND PENALTIES FOR MISREPRESENTATION
AND CONSUMER FRAUD

Any developer, builder, or agent desiring to create a subdivision or sell lots or tracts therein shall inform in writing, each prospective buyer.

- A. That the subdivision is subject to all of the terms and conditions of this order;
- B. That a license will be required for any private sewage facility constructed in the subdivision; and
- C. That a sewage disposal plan has been filed for the subdivision and that the areas suitable for private sewage facilities have been defined.
- D. If investigation pursuant to this section reveals that a lot is not suitable for use of private sewage facilities, the prospective buyer shall be so notified.

- E. Penalties and enforcement for violation of this section shall be consistent with Chapter 17 Business and Commerce Code, Deceptive Trade Practices -- Consumer Protection Act, Acts of the 63rd Session of the Texas Legislature, 1973.
- F. Any merchant engaged in the business of installing private sewer facilities who knowingly installs such systems in violation of the terms of this regulation shall be liable to the terms of Section 15 and Subsection (E) of Section 11.

Section 12. ORGANIZED DISPOSAL SYSTEMS

- A. No person may be granted a license who proposes to construct a private sewage facility, any part of which is within 300 feet of horizontal distance to an organized disposal system.
- B. The Licensing Authority shall cancel licenses and registrations of private sewage facilities whenever an organized disposal system's collection lines are extended to within 300 horizontal feet of any part of a private sewage facility, and such private sewage facility shall be connected as soon as possible to the organized disposal system.

Section 13. EXCEPTIONS

- A. A person desiring an exception to any requirement of this order shall file a written statement with the Licensing Authority stating:
 - (1) The nature of the exception; and
 - (2) The reason the exception should be granted.
- B. The Licensing Authority shall review the request and reply to the applicant in writing within thirty (30) days either granting or denying the request.
- C. If the request is denied, the Licensing Authority shall include in its reply the reasons for denial.

Section 14. FEES

The fees charged by the Licensing Authority shall be as follows:

- A. Inspection fee for new system.....\$40.00
- B. License and application fee.....\$40.00

Section 15. ENFORCEMENT OF THIS ORDER

Whenever it appears that a violation or threat of violation of any provision of this regulation has occurred, the Commissioners Court may institute a suit in the District Court through its own attorney for injunctive relief or civil penalties or both, as authorized in Section 21.254 of the Texas Water Code, against the person or persons who committed or is threatening to commit the violation.

In a suit brought by the Commissioners Court under Section 21.254 the Texas Water Quality Board is a necessary and indispensable party.

Section 16. APPEAL

- A. A person aggrieved by an action of the Licensing Authority made pursuant to this order is entitled to appeal to the Commissioners Court.
- B. The Commissioners Court may prescribe conditions and procedures for perfecting an appeal.
- C. Such appeal shall be made by giving written notice addressed to the Commissioners Court, Johnson County, Cleburne, Texas, 76031. The name and address of appellant and general statement concerning the objectionable ruling by the Licensing Authority. Such notice will be considered by the Commissioners Court at its next regular meeting and a time for a hearing of said appeal shall be set not less than ten days nor more than thirty days from the date whereupon the Commissioners Court shall give written notice and mail the said notice to the appellant and the Licensing Authority.

Section 17. SEVERABILITY

If any provision of this order or the application thereof to any person or circumstance is held invalid, the validity of the remainder of the order and the application thereof to other persons and circumstances shall not be affected.

Section 18. AMENDMENT OF REGULATION

The Commissioners Court may amend this order from time to time and may adopt new orders by vote of simple majority.

Section 19. EFFECTIVE DATE

This order shall be in full force and effect from and after its passage approval by the Texas Water Quality Board, and recording and publication as provided by law.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to request the City of Cleburne to annex any and all roadways within the City bounded on both sides by property previously annexed by the City of Cleburne.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize the County Tax-Collector to purchase a Telex machine, silent sender, vehicle verification system for use in the Burleson Sub-courthouse. Purchase price \$1,390.00, after advertising for bids.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Tax Collector to purchase a calculator posting machine at a cost of \$945.00, including a \$50.00 trade in allowance on the old Burrough's posting machine.

All voted aye.

✓ Executive session: 11:45 A. M.

Reconvened: 11:55 A. M.

RESULTS OF EXECUTIVE SESSION: To authorize the County Attorney to take whatever action necessary to pursue litigation against Methodist Affiliated Hospitals for payment of \$110,000.00 - hospital funded depreciation. That future monthly payments be made on time.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to accept the Road and Bridge Fund Budget, as follows, for 1984.

PRECINCT NO. 1	22.570 %
PRECINCT NO. 2	24.357 %
PRECINCT NO. 3	24.357 % - 2.1
PRECINCT NO. 4	28.716 %

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to adjourn.

All voted aye.

Joe L. Thomas
COUNTY CLERK

Tommy Aldridge
COUNTY JUDGE

...ooo0ooo...

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**Methodist
Affiliated
Hospitals** Post Office Box 5428 Arlington, Texas 76011

November 8, 1982

✓
Mr. Don McNeil
Chairman of the Board
Johnson County Memorial Hospital
Cleburne, Texas

Dear Mr. McNeil:

Methodist Affiliated Hospitals proposes to manage Johnson County Memorial Hospital while simultaneously developing and constructing a new 186 bed hospital in Cleburne and Johnson County.

We will guarantee funding of the Medical Foundation over a three (3) year period at \$1.5 million annually, payable in monthly installments. The depreciation reserve fund of \$1.5 million will be deposited into the Medical Foundation effective with Methodist Affiliated Hospitals commencing management of the hospital. Upon closure of the existing hospital, Methodist Affiliated Hospitals will pay \$3.0 million into the Medical Foundation for the existing accounts receivable, inventory and equipment at that time.

In response to your questions following our presentation on November 4, 1982, Methodist Affiliated Hospitals:

- (1) Will guarantee the annual payment of \$1.5 million into the Medical Foundation for a three (3) year period. These funds will come from the operations of the hospital under our management. In the event of any shortfall from operations, MAH will guarantee the difference.
- (2) Will guarantee these payments for the three (3) year period payable in monthly installments of \$125,000 regardless of the completion time of the new facility.
- (3) Will continue to maintain the ambulance service as it currently exists. We will immediately undertake a study to assess the emergency medical needs for the entire County.
- (4) Will pay upon closure of the old facility \$3.0 million into the Medical Foundation for the existing accounts receivable, inventory and equipment. Methodist Affiliated Hospitals will assume the assignment of any existing equipment leases at that time.

A member of the Harris Methodist Health System

623

Page Two
Johnson County Memorial Hospital

- (5) Will maintain the Hospital over this three (3) year period to meet the operational needs and fire and life safety codes.

Attached is the proposal summary along with a statement of cash flow for the Medical Foundation. We look forward to the timely completion of these negotiations and will be glad to assist you in any way possible.

Sincerely,



Tony Goodwin
Senior Vice President

TG:bs

Attachments (2)

625

METHODIST AFFILIATED HOSPITALS

PROPOSAL SUMMARY

•	Guaranteed funding of Medical Foundation over a three (3) year period (\$1.5 million annually, payable monthly)	\$ 4.5
•	Depreciation reserve fund to be deposited in Medical Foundation effective with Agreement	1.5
•	Proceeds to be deposited in Medical Foundation upon the sale of existing accounts receivable, inventory and equipment effective with the closure of the old hospital.	3.0
	TOTAL	<u>\$ 9.0</u>

625

MEDICAL FOUNDATION
STATEMENT OF CASH FLOW
(Millions)

	<u>GUARANTEED PAYMENT</u>	<u>DEPRECIATION RESERVE FUND</u>	<u>PROCEEDS FROM SALE OF A/R, INVENTORY, EQUIPMENT</u>	<u>BOND DEFEASANCE</u>	<u>TOTAL</u>
YEAR 1	\$1.5	\$1.5	----	----	\$3.0
YEAR 2	1.5	----	----	----	1.5
YEAR 3	1.5	----	3.0	(.6)	3.9
					<u>\$8.4</u>

ESTIMATED INTEREST INCOME DURING YEARS 1-3 @ 10%

YEAR 1	\$ 150,000
YEAR 2	390,000
YEAR 3	<u>579,000</u>
TOTAL ESTIMATED INTEREST OVER 3 YEAR PERIOD	<u>\$1,119,000</u>

626

626

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

AUGUST 8TH, 1983 9:00 A.M.

I. PLAT APPROVALS

- ✓1. Ken Reynolds "Oak View Village"
- 2.

II. ADMINISTRATIVE

- 1. Sheriff Huffman Office Space
- 2. Present typed Commissioner's Budgets
- 3. Set Tax Rate
- 4.

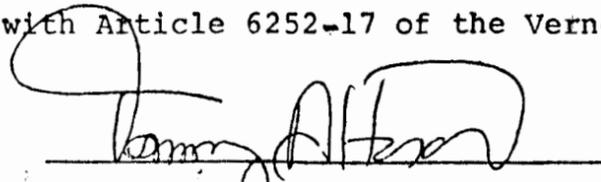
III. GENERAL DISCUSSION

- 1. Dan Boulware Road Closing
- ✓2. Jim Ferguson Tuckers request Road Closing
- ✓3. Ray Satterwhite & Dee Stalcup Water Systems in
Precinct # 2
- 4.

✓ 11:00 A.M. PUBLIC HEARING CONCERNING GENERAL BUDGET

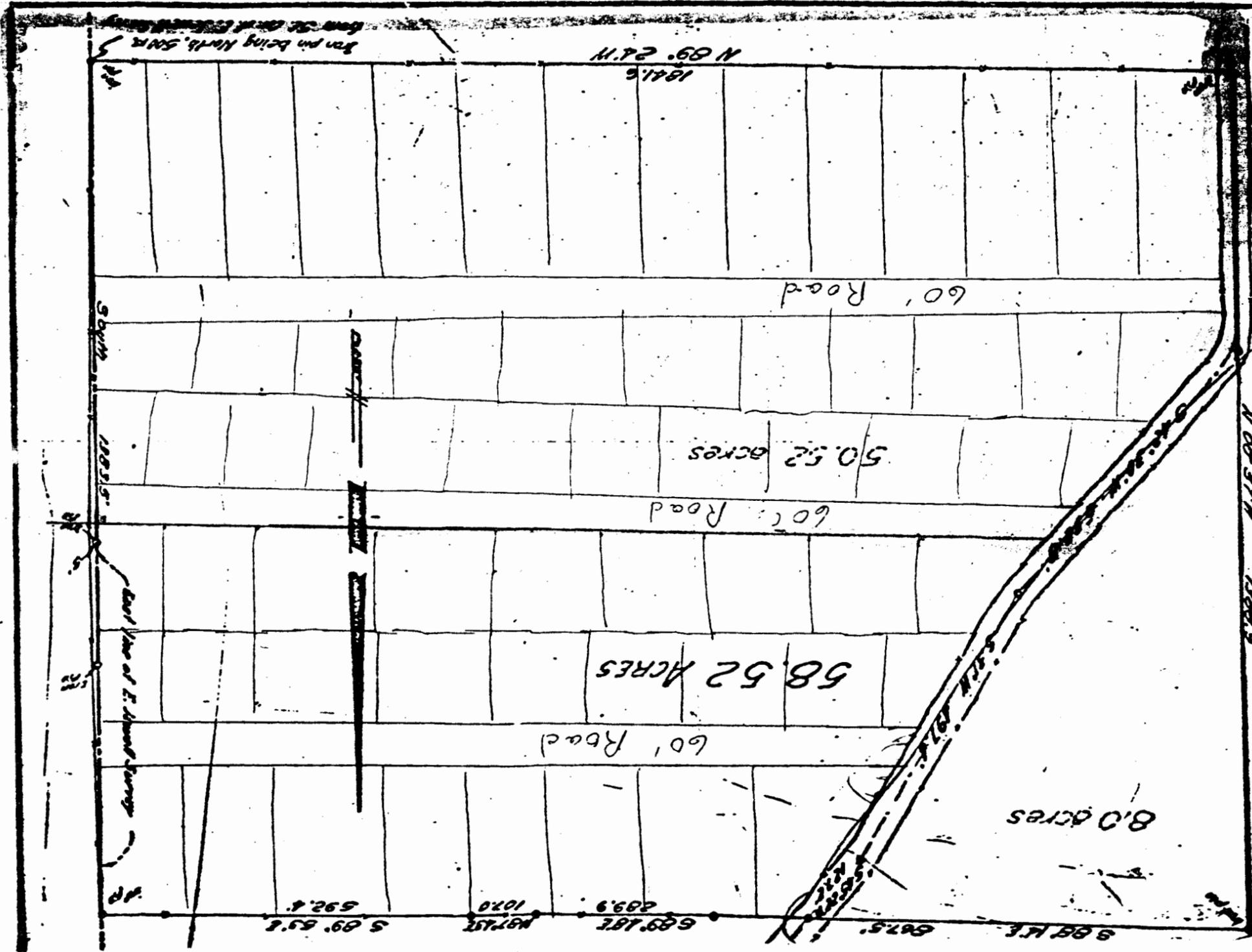
✓ 11:30 A.M. PUBLIC HEARING CONCERNING REVENUE SHARING

AND, any other matters that may arise after publication of this
Agenda. This agenda of meeting of the Johnson County Commissioners'
Court is posted in accordance with Article 6252-17 of the Vernon's
Civil Statutes.



TOMMY AITARAS
County Judge

POSTED. August 4, 1983
Johnson County Courthouse
9:00 A.M.



SURVEY SKETCH

of a 58.52 acre tract out of
the E. Jewell Survey, A-117,
Johnson County, Texas.

I, Fred Rodriguez, Registered Public
Surveyor, No. 1663, do hereby
certify that this survey was
actually made on the ground on
February 5 & 6, 1973.

Fred Rodriguez



631

STATE OF TEXAS
COUNTY OF JOHNSON

X
X
X

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF APPRAISAL ROLL FOR Johnson County

I, Don Gilmore, Chief Appraiser for the Johnson County Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Johnson County District which lists property taxable by Johnson County and constitutes the appraisal roll for Johnson County.

August 3, 1983
Date

Don Gilmore
Signature of Chief Appraiser

Approval of the appraisal records listing property taxable by the Johnson County occurred on the 25th day of July, 1983.

\$1,221,193,982 TAXABLE VALUE

631

632

STATE OF TEXAS X
 X
COUNTY OF JOHNSON X

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF APPRAISAL ROLL FOR Lateral Road

I, Don Gilmore, Chief Appraiser for the Johnson County Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Johnson County District which lists property taxable by Lateral Road and constitutes the appraisal roll for Lateral Road.

August 3, 1983
Date

Don Gilmore
Signature of Chief Appraiser

Approval of the appraisal records listing property taxable by the Lateral Road occurred on the 25th day of July, 1983.

\$1,260,363,981 TAXABLE VALUE

632

633

STATE OF TEXAS X
 X
COUNTY OF JOHNSON X

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF APPRAISAL ROLL FOR Johnson County Rural Fire District

I, Don Gilmore, Chief Appraiser for the Johnson County Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Johnson County District which lists property taxable by Johnson County Rural Fire District and constitutes the appraisal roll for Johnson County Rural Fire District.

August 3, 1983
Date

Don Gilmore
Signature of Chief Appraiser

Approval of the appraisal records listing property taxable by the Johnson County Rural Fire District occurred on the 25th day of July, 1983.

\$1,221,194,062 TAXABLE VALUE

633

635



MILDRED HONEA
COUNTY TREASURER

JOHNSON COUNTY

CLEBURNE, TEXAS 76031

August 8, 1983

TO: THE COMMISSIONERS COURT

PLEASE CANCEL THE FOLLOWING OUTSTANDING JURY CHECKS FOR JUNE 17, 1982 THUR
APRIL 27, 1983 THAT ARE 60 DAYS or MORE OLD AT THE FIRST NATIONAL BANK OF CLEBURNE.

JURY ACCOUNT NO.# 00-1055-3

<u>DATES</u>	<u>CHECK #</u>	<u>NAMES</u>	<u>AMOUNTS \$</u>
June 17, 1982	3642	Glenda Willingham	6.00
July 15, 1982	3811	Douglas Leroy Hammond	6.00
" 15, 1982	3890	Mrs. Jackie R. Sisk	12.00
" 15, 1982	3906	Jerry Dean May	6.00
" 15, 1982	3945	Alfred Kenry King	6.00
" 19, 1982	3989	Larry Sturgess	10.00
" 23, 1982	4014	George Triplett	10.00
" 27, 1982	4048	Eugene Jesse Abeshire	6.00
Aug. 9, 1982	4131	Billy Hugh Starnes	6.00
" 9, 1982	4147	Robert Don Spurlin	6.00
" 9, 1982	4234	Kent Douglas Halford	6.00
" 18, 1982	4285	Karon Lee Blair	6.00
" 18, 1982	4288	Carmil T. Brooks	6.00
Sept. 2, 1982	4327	W. E. Packler	6.00
" 10, 1982	4478	Alfred Banfield Cogdill, Jr.	6.00
" 14, 1982	4519	Cynthia Hosier Collins	6.00
" 14, 1982	4526	Saunder Brashear Hickey	6.00
" 16, 1982	4586	Jerry Leon Donathan	6.00
" 17, 1982	4590	E. P. Ybarra	24.00
" 24, 1982	4684	Marvin Neal Bransom	12.00
Oct. 14, 1982	4851	Barbara Chapin Dilt	6.00
" 14, 1982	4864	Thomas Jefferson Oldham, Jr.	6.00
" 14, 1982	4904	Charles W. Allen	6.00
" 14, 1982	4964	Patricia Riley Mutholland	6.00
" 14, 1982	4966	Cynthia Ann Shumate	6.00
" 14, 1982	4968	James Paul Beatty	6.00
" 15, 1982	9467	Happy Morris	1.99
" 26, 1982	5025	Royce W. Rodgers	6.00
" 26, 1982	5026	Delores Manhoney Hess	6.00
" 26, 1982	5073	Rita Ann Blair	6.00
Nov. 2, 1982	5085	Christie Cox	6.00
" 2, 1982	5100	Frances Cordwell Pratt	6.00
" 2, 1982	5156	Cynthia Ann Grochoske	6.00
" 16, 1982	5203	Timothy Joe Byers	6.00
" 16, 1982	5211	Margaret O. Coate	6.00
Dec. 1, 1982	5332	John Alden Rousseau	6.00
" 1, 1982	5335	Delbert C. Roberts	6.00
" 1, 1982	5358	Ray Rodriquez	6.00
" 1, 1982	5404	David Arthur Stockbridge	6.00
" 1, 1982	5405	Donna Thompson Daniel	6.00
" 1, 1982	5438	Joe Bill Bush	6.00
" 1, 1982	5449	Darvin B. Jeppeson	6.00
" 1, 1982	5464	Wilma Wells Stewart	6.00
" 7, 1982	5559	Terry Clay Finley	8.00
" 15, 1982	5611	Cecil Theadow Rogers	6.00
" 15, 1982	5663	David Paul Riza	6.00
" 15, 1982	5680	Wilbert Leon Rhodes	6.00
" 22, 1982	5705	George H. Triplett	10.00
Jan. 12, 1983	5729	David L. Anderson	6.00
" 12, 1983	5739	Sheryl Rene Tadlock	6.00
" 12, 1983	5744	Paula Denise Knox	6.00
" 12, 1983	5823	Fortunato O. Sunio, M.D.	6.00
" 12, 1983	5825	Perry Gene Burnett	6.00
" 12, 1983	5843	Mrs. Morris S. Mankins	6.00
" 12, 1983	5845	Alma Jones Knick	6.00
" 25, 1983	5987	Henry R. Klawitter	6.00
Feb. 2, 1983	6047	Tommy Vasek	6.00
" 2, 1983	6072	Michael William McKenzie	6.00
" 2, 1983	6075	Albert Ronnie Riley	6.00
" 2, 1983	6078	Margay M. Shumate	6.00

635

<u>DATES</u>	<u>CHECK #</u>	<u>NAMES</u>	<u>AMOUNTS \$</u>
Feb. 2, 1983	6095	Donna Long Bruer	6.00
" 15, 1983	6137	Gloria Jane Sayes	6.00
Mar.			
" 1, 1983	6449	E. Janson Demott	6.00
" 1, 1983	6515	Mable Westfall Mahon	6.00
" 16, 1983	6590	Vivian Fox Werer	12.00
" 30, 1983	6636	Charles D. Moore	6.00
" 30, 1983	6663	Cynthia Houston Prater	6.00
" 30, 1983	6700	Robert Carl Davis	6.00
" 30, 1983	6726	Henry Weldon McClain	6.00
Apr. 13, 1983	6816	Ann Clark Daniel	6.00
" 13, 1983	6825	Michael George Sarter	6.00
" 13, 1983	6833	Kenneth Andrew Vrba	6.00
" 13, 1983	6934	Ada Davis Powell	6.00
" 13, 1983	6945	John E. King	8.00
" 14, 1983	6997	Jamie Nichols Wright	16.00
" 26, 1983	7032	Richard Joseph Guirey	6.00
" 26, 1983	7035	Jeffrey Scott McPherson	6.00
" 26, 1983	7037	Harry Walter Erwin	6.00
" 26, 1983	7066	Ronald Victor Lilley	6.00
" 26, 1983	7087	Donald Britt Morris	6.00
" 27, 1983	7097	Joyce Wilson Matthews	6.00
" 27, 1983	7106	Mary Tandy Moore	6.00
" 27, 1983	7174	Jack D. Johnston	6.00
" 27, 1983	7176	Jeffrey Arthur Clements	6.00
Total of JURY CHECKS.....			\$ 561.99

ROAD & BRIDGE # 1	ACCOUNT NO.# 00-1057-9	
Oct. 11, 1982 690	WELDER & Industrial Service	28.00
		\$ 28.00
GENERAL FUND	ACCOUNT NO.# 00-1056-1	
Aug. 9, 1982 3355	United Presbyterian Home	279.00
		\$ 279.00

MILDRED HONEA

*Mildred Honea*JOHNSON COUNTY TREASURER'S OFFICE
COUNTY COURT HOUSE
CLEBURNE, TEXAS

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Treasurer's Report for the period beginning on the 31st day of March, 1983, and ending on the 30th day of June, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Commissioner of Precinct No. 2, David Russell, to deliver and spread twenty-five loads of gravel on the City streets of Joshua, as authorized by a City Council Resolution, May 10, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve minutes of the previous meeting, as read by the County Clerk, with a change made in the approval for the purchase of a telex machine for the Tax Office, after advertising for bids.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Atkins
COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER' COURT

JOHNSON COUNTY COURTHOUSE — THIRD FLOOR — CLEBURNE

SEPTEMBER 1, 1983 9:00 A.M.

I. PLAT APPROVALS

1. F. J. Dunaway Quail Creek ✓
2. F. J. Dunaway Shelia Lane ✓
3. Pete Newberry Phase 9 & 11
4. Harold Burton Precinct # 4 .. New Road ✓
5. Mr. Pope Deer Run ✓
6. Kenneth Boyd Parcels 16,17,18,20 & 23
7. Rocky Thompson Rolling Oaks ✓
8. Rocky Thompson Rancho Villa ✓

II. ADMINISTRATIVE

1. Award bids for Telex ✓
2. Award bids for Paint and repair of Courthouse ✓

III. GENERAL DISCUSSION

1. GOEX, Inc. Proposed Hazardous Waste Permit
HW50051 -001 ✓
2. Request for right of way for Johnson County ✓
Rural Water Supply
3. Discussion of Voting Boxes ✓
4. Request to purchase a camera lens and a teleconverter ✓
lens
5. Request of Veteran Officer for training ✓
6. Texas Surplus Property ✓

10 00 A.M. OPEN BIDS ✓

10.30 A.M. PUBLIC HEARING CONCERNING TAX INCREASE ✓

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of the Vernon's Civil Statutes.

POSTED August 29, 1983

Johnson County Courthouse
9:00 A.M.

 TOMMY ALTARAS
 County Judge

STATE OF TEXAS :
 : SEPTEMBER 1, 1983
 COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present. Billy F. Roe, Commjssioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Absent, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County and Joe L. Townes, County Clerk.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize Judge Altaras to mail copies of R. B. 490, New law affecting the recording of plats, subdivision rules and regulations and septic tank regulations, to all subdivision developers and related Real Estate Developers - effective Sept. 1, 1983. No more unrecorded plats on subdivision developments.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to amend subdivision rules and regulations, as follows:

1. Asphalt shooting between April 15 and Oct. 15, in any given year.
2. Oil primer must be applied 72 hours before the first layer of asphalt is shot.
3. 48 hours must be allowed between first and second application of asphalt.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve Final Plat of Quail Run Subdivision, Precinct No. 3.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve Preliminary Plat of Sheila Lane Subdivision, Precinct No. 3.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the construction of a road to be known as County Road 805-D, Precinct No. 4, as requested by Harold Burton, representing Keene Distribution.

Dedication of the road to be recorded in the deed records of Johnson County.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Final Plat of Deer Run Subdivision, Precinct No. 4.

All voted aye.

No action taken by the court on the request of Rocky Thompson for the Preliminary approval of Rolling Oaks and Rancho Villa Subdivisions.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to authorize the designated County Engineer to determine how many percolation tests are necessary in each subdivision.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to accept the bid from Aftech Leasing, Inc., Dallas, for a Silent Sender Telex, in the amount of \$1,390.00, to be used in the Tax Collectors Office, Burleson.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to accept the bid of J. T.'s Tower Service for the painting of the 240 outside windows in the courthouse. Repair and replace bad material in five windows in the basement of the courthouse. To clean and apply sealer north entrance steps. Repair and refinish basement hall and entrance. Bid to be made a part of these minutes.

All voted aye.

JOE TOMLINSON
P. O. Box 503
Goodrich, Texas 71335
409 - 365 - 3268

Johnson county courthouse

Bus. Mgr.
CALVIN BINGHAM
817 - 389 - 3738



J.T.'s Tower Service
P. O. Box 371 Godley, Texas 76044
817 - 389 - 3738 Ins.



O.E. Smith . Paint cont. x

Date	Description	Unit Price	Extension
<i>Awarded 9/1/83</i>	To clean and prime putty and caulk and paint Two hundred forty windows outside in Court house	46.300	18.588
	To clean and apply sealer north entrance steps ..repair and refinish basement hall and entrance.	1.389	1.389
	..repaire and replace bad met. in 5 windows and refinshe to match org, repare and damaged wood in north entrance and replace	19.00	95.00
	<i>Calvin Bingham O.E. Smith</i>	55.00	55.00

Signature _____

APPROVAL

TO: JOHNSON COUNTY RURAL WATER SUPPLY CORPORATION
P. O. Box 506
Cleburne, Texas 76031

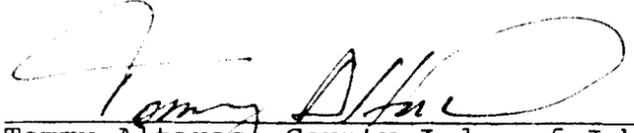
The Commissioner's Court of Johnson County, Texas, has no objections to Johnson County Rural Water Supply Corporation, a non-profit Texas Corporation, locating within the County right-of-way the said Corporation's water line. The right-of-way involved is shown on the accompanying drawing. The actual physical location of the proposed water line is in the Northeast right-of-way of County Road 1001, which road is between Godley and Cresson, and said proposed water line is 410 feet in said County Road and is for the purpose of serving the First Baptist Mexican Church of Godley. The said water line shall be installed at a depth of not less than 30 inches below the surface of the ground, within the said right-of-way. If at any time after the execution of this contract it shall become necessary that the water line be moved, for any purpose, the entire cost of moving said water line will be paid for by Johnson County Rural Water Supply Corporation.

It is expressly understood that the Commissioner's Court does not purport hereby to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use. All work on the County right-of-way shall be performed in accordance with County instructions. Installation shall not damage any part of the County Roads, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.

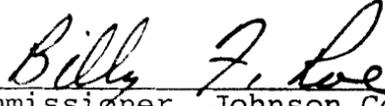
The herein named County will at no time be held liable for any damages to said water line while improving and maintaining County Roads.

It is agreeable with the County that this permit can be assigned to the Farmers Home Administration, an agency of the United States Government, for collateral monies which the said Rural Water Corporation may receive in the future for the purposes of construction and improvement to existing facilities of the Rural Water Supply Corporation.

DATED this the 1 day of ^{September} ~~August~~, 1983.

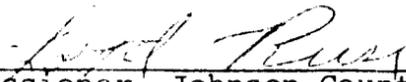


Tommy Altaras, County Judge of Johnson
County, Texas

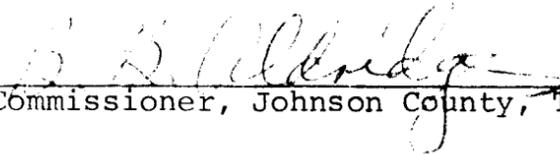


Commissioner, Johnson County, Texas

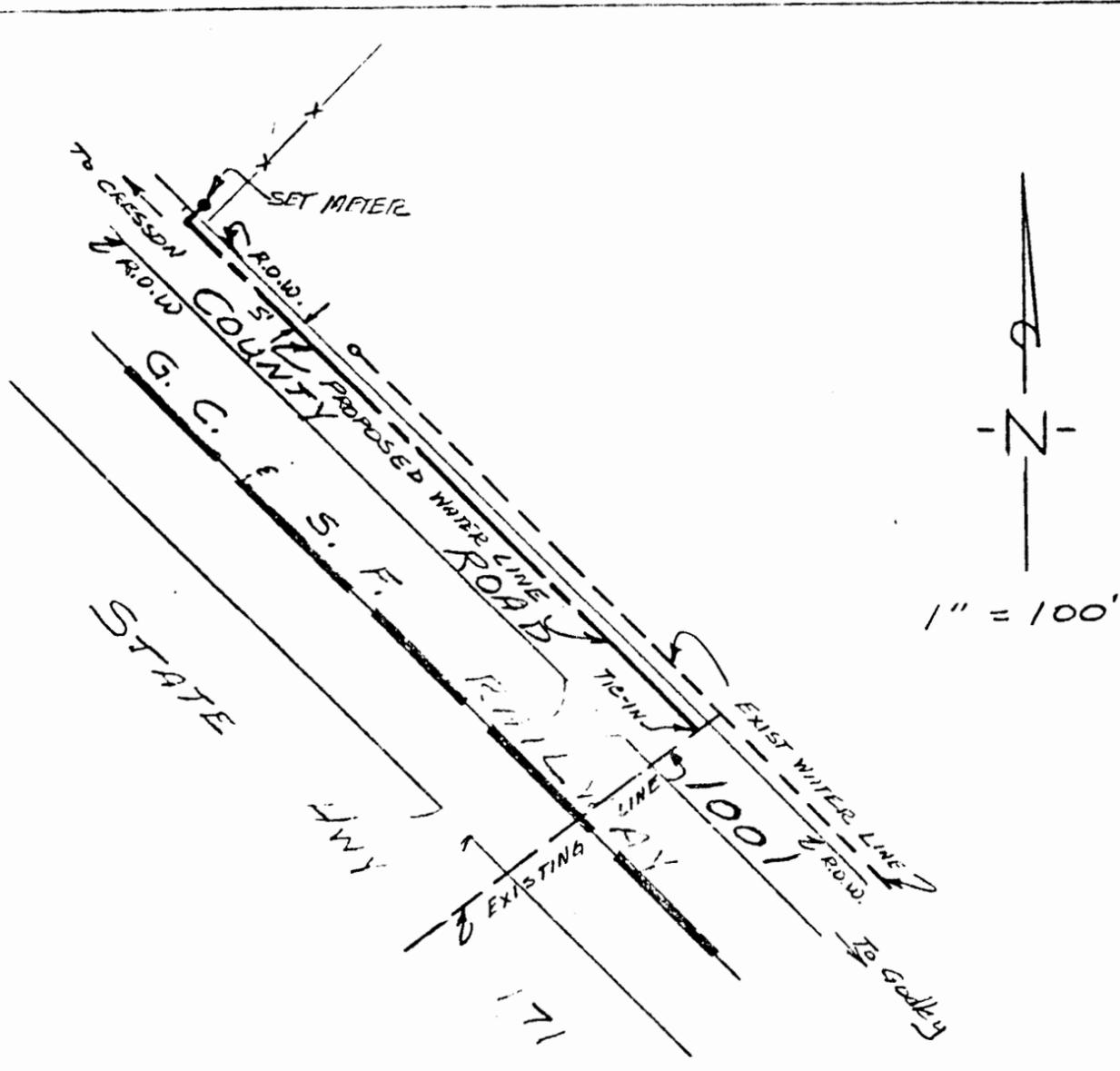
Commissioner, Johnson County, Texas



Commissioner, Johnson County, Texas



Commissioner, Johnson County, Texas



COUNTY ROAD NO. 1001
 PERMIT FOR
 JOHNSON COUNTY RURAL WATER SUPPLY CORPORATION
 TO
 INSTALL A WATER LINE WITHIN ROAD RIGHT-OF-WAY.

✓ Commissioner of Precinct No. 1 to request authority from the First United Methodist Church to use a room in the church for the Voting place Box 30.

✓ Commissioner of Precinct No. 4 to request the use of the Liberty Chapel Fire Hall for the new voting box 9.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the purchase of seven (7) cars from the Department of Public Safety.

2 cars	@ \$3,250.00	1980 models
5 cars	@ <u>\$2,750.00</u>	1979 models
Total	\$20,250.00	

Purchase to be made after October 1, 1983.

All voted aye.

✓ No action was taken by the court on a request from Paulett Miles and Nan Grimsley to consider a petition against the construction of a Spanish Mission near Godley.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize George Hannah, Veterans' Service Officer, to attend a conference in Dallas, Texas, from October 18 through October 21, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the purchase of Konica lenses and Vivitar lenses, in the amount of \$518.64, as requested by Dr. Arthur L. Raines, Chief Medical Examiner for Johnson County, Texas.

✓ All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to take no action by the court on a proposed hazardous waste permit requested by Goex, Inc.

All voted aye.

✓ The Commissioners' Court authorized County Tax Collector Ed Carroll to write a letter to the Central Appraisal District requesting that all materials, including appraisal cards, jackets and aerial maps, be returned to the County in good order within sixty (60) days.

✓ There being no opposition at the Public Hearing, concerning tax increase for Johnson County, a formal vote on setting the rate will be taken at the September 12, 1983, regular meeting of the Commissioners' Court.

✓ A motion was made by Judge Altaras and seconded by Commissioner Reese to authorize the Commissioner of Precinct No. 4 to pave the parking lot at the Grandview Volunteer Fire Department.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to certify the tax roll for Johnson County for the purpose of the calculation of voting entitlement for the election of appraisal district directors.

JOHNSON COUNTY TAX OFFICE
CHECKS TO BE DISMISSED
1981 thru 1982

<u>Ck. #</u>	<u>Date</u>	<u>To</u>	<u>Amount</u>
110	4-24-81	Mrs. Lucille Moore	\$.78
114	4-27-81	Roy Bruce	1.26
117	4-28-81	Bert W. Pinson	4.91
132	5- 6-81	Alfred A. Uribe	1.77
198	9-23-81	Janice England	1.28
211	10-26-81	South Coast Mtg. Co.	184.28
220	11- 6-81	Janette Lantrip	4.42
273	12-14-81	Angelina Anderson	18.73
282	12-16-81	Joshua Ind. School	27.49
291	12-21-81	Mrs. Doris Doyle	6.00
327	1- 8-82	Gibraltar Savings Co.	128.51
356	1-28-82	Paul's Fence Co., Inc.	68.79
360	2- 1-82	Earl Williams	44.87
428	3-19-82	James Hallman	35.30
436	3-24-82	Joyce Curtis	14.55
451	4- 2-82	St. Clair Number 111	3.77
460	4- 7-82	A. V. McLaughlin	2.52
484	4-22-82	Freddie J. Cornett	1.79
533	6- 8-82	William P. Walker	8.21
537	6- 8-82	Paul David Barbatoo	1.08
549	6-16-82	William C. Booze	1.85
556	6-29-82	Masterbook Publishing House	42.70
574	7-23-82	Feggy Woodard	84.85
609	9-20-82	Sara L. Cronkrite	2.29
618	10-19-82	First Texas Savings Assoc.	3.55
620	10-25-82	Bradley & Lammus	1.76
622	10-27-82	Elmer H. Whisenant	3.12
623	10-27-82	Michael J. Rogers	2.04
684	11-23-82	Ole B. Neystel	12.96
895	12-30-82	Rattikin Title Cleburne	6.70
Grand Total			\$ 722.13
8-16-83			

Respectively Submitted,

Rebecca Jennings
Rebecca Jennings
Revenue Officer
For W.E. Carroll
Tax Assessor-Collector

Ad Valorem Tax
Bank Account # 00 1069 4

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize Attorney Kenneth Boyd to make offers to the property owners for right-of-way for Farm to Market Road 3048 on the following parcels:

Parcels - 16	Everett M. Dickson
17	Richard McClusky
18	Leroy Fast
20	J. D. Ship
23	Harold Burton

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

Tommy Alford
COUNTY JUDGE

...ooo00oo...

649
AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE — THIRD FLOOR — CLEBURNE
SEPTEMBER 12, 1983 — 8:00 A.M.

I. PLAT APPROVALS

1. Pete Newberry "Phase 9 & 11 "
2. Dean Scott " Granda Vista Estates"
3. Marvin Cartwright "Ponderosa Acres"
4. Raymond Dragoo "X Cell Ranch Estates"
5. Sam McCall "Shady Lane Estates"
6. Charles Lee Jr. Precinct # 3 - New Road
7. Rocky Thompson K D. Mobile Homes
8. Herby Ballew Herbco — B.F. Custom Homes
9. Stargo Inc. Fisherman's Paradise
Lots 14-22 Block A
Lots 73-83 Block E
Lots 84-99 Block E
Lots 19-39 Block G
10. Don Stephens "Mansfield Acres"

II. ADMINISTRATIVE

1. Curtis Pritchard — final improvement Texel & Industrial Bonds.
2. W. E Carroll — Request to attend Tax Seminar
3. J. L. Phinney — J.P. Courts

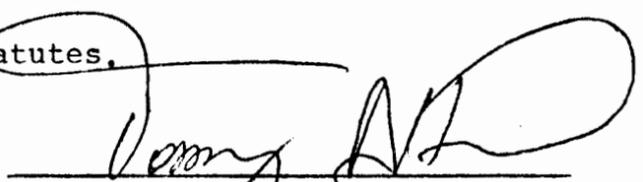
III GENERAL DISCUSSION

1. Dr. George Small to introduce new Johnson County Mental Health Director

10:00 SET TAX RATE

10:00 AWARD BIDS

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of the Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

Posted: September 8, 1983
Johnson County Courthouse
9:00 A.M.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the Preliminary Plat Phase 9, Metroplex Homesteads.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to accept the cash bond from Rocky Thompson, in the amount of \$13,500.00, to insure the completion of roads in "Lark Meadows" Subdivision, and to allow the sale of lots to continue within the subdivision.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve the Final Plat of "Wind Mill Acres" subdivision, Precinct No. 4. The County will not be responsible for any flood damage to Buffalo Acres residents resulting from run-off created in the Wind Mill Acres subdivision.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat "Mansfield Acres" Phase I, Precinct No. 3. \$500.00 to be deposited with the County Auditor.

All voted aye.

✓ The court took under advisement a report from J. L. Phinney, Justice of the Peace, Precinct No. 2, outlining new laws affecting the enforcement of speed, weight, and traffic control on County Roads.

Requested the court to re-evaluate J. P. service fees and make the fees standard for all four J. P. Offices.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the Preliminary Plat "Dove Hills" Subdivision, Precinct No. 4.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to accept the low bid from MDC Arlington, Texas, for the lease purchase of a Ultimate 750 Computer System. Bid to be made a part of these minutes.

All voted aye.



MDC

P.O. BOX 110813, ARLINGTON, TEXAS 76011

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PROPOSED SYSTEM SUMMARY

ITEM	COST
----	-----
1. Ultimate 700 computer system, rev. 100 LSI 11/2 processor, Ultimate Peripheral Processor, 8 quad slot chassis, 115v pwr. supply, 128kb core memory, 30 ips, 7600 bpi tape drive and controller, 15mb disk drive and controller, 4 serial ports.	\$19950.00
2. SWS Viewpoint CRT terminal	\$700.00
3. 30 Mb Disk Drive Substitution	\$3675.00
4. 150 lpm Serial Line Printer	\$5350.00

Total hardware cost:	\$29675.00
5. Anacomp MMC General Ledger Module	\$3000.00
6. Anacomp MMC Payroll Module	\$3000.00
7. Anacomp MMC Accounts Payable Module (Jet word processing package added at no cost)	\$3000.00

Total software cost:	\$9000.00
Less 10% package discount:	-900.00
8. Hardware installation	\$400.00
	=====
Total System Cost:	\$ 38,175.00
Estimated monthly payment (excluding maintenance) (based on 48 month payment)	\$ 812.00
Estimated monthly maintenance	\$ 430.00

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Line Item Budget Adjustment
F.Y. 9/30/83

			Increase	Decrease
Project 1				
Hospitalization			300000	
Extra Labor				300000
Project 2				
Labor			700000	
Extra Help			840000	
Gas & Oil			850000	
Repairs			250000	
Rent			11500	
Hospitalization			200000	
Equipment				2200000
W Co Unemp Ins				151500
Project 3				
Extra Labor			900000	
Road Supplies			500000	
Repairs				400000
Equipment				1000000
Labor				900000
Project 4				
Rent			22000	
Repairs				22000

*Line Item Amendments
FY 9/30/83
General Fund*

1	2	3	4	5	6
1	<i>Income Adjustments</i>				
2					
3	<i>Misc Income Secured - Not Budgeted</i>				
4					
5	<i>Telephone Refunds</i>			<i>430000</i>	
6	<i>Insurance Proceed - Hair Damage</i>			<i>2555000</i>	
7	<i>Inspections</i>			<i>2969900</i>	
8	<i>FY 1981-82 Expenses paid in 1982-83</i>			<i>6700000</i>	
9	<i>Revenue Sharing Expenses Pd by Gen Fund</i>			<i>3000000</i>	
10					
11					<i>15654900</i>
12					
13	<i>General Fund Budget Amendments</i>				<i>15478100</i>
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Line Item Adjustments
 FY 9/30/83

1	2	3	4	5	6
				Increase	Decrease
1	Courthouse and Jail				
2					
3	Operating Supplies			120000	
4	Repairs			300000	
5	Utilities			90000	
6	Extra Help			150000	
7					
8	Non Departmental				
9					
10	Office Supplies			140000	
11	Election			180000	
12	Mail Clerk			107600	
13	Public Health			5000	
14	Court Appr Attnee			80000	
15	Insurance			120000	
16	Hospitalization			230000	
17	Conferences			20000	
18	Inspections			300000	
19	Advertising			20000	
20	Rent - Bureau			10000	
21	Bonds			12000	
22	Appraisal District			120000	
23	Operating Reserve				100000
24	Credit				15000
25	Equipment				200000
26					
27					
28	Asst D.A.				
29					
30	Secretary			9000	
31	FICA			19750	
32	Retirement			15000	
33	Telephone				13000
34	Fraud				10000
35	Grant				30000
36					
37	County Attorney				
38					
39	Telephone			11000	
40					
41	County Judge				
42					
43	Telephone			15000	
44	Extra Help			33500	
45					
46	County Clerk				
47	Postage			5000	
48	Record Book			42500	
49					
50					

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Line Item Adjustments
FY 9/30/83

Project	Date

	1	2	3	4	5	6
					Increase	Decrease
Jail Assessor-Collector						
Extra Help					550000	
Telephone					85000	
Computer expense					1000000	
Professional Attorneys					380000	
Deputies						450000
Postage						50000
Voter Registration						70000
Computer Supplies						450000
Sheriff -						
Office Supplies					300000	
Repair Supplies					200000	
Medical					170000	
Equipment					20000	
Jail Supplies					500000	
Travel					450000	
Other Salaries						400000
Gas & Oil						300000
Tires & Tubs						120000
Auto Repairs						300000
Procurement						250000
Treasurer						
Postage					5000	
Telephone					5000	
Record Books						20000
District Attorney						
Postage					30000	
Telephone					50000	
Secretary						40500
Rape Crisis						35500
District Clerk						
Postage					250000	
Record Books					570000	
Deputies					300000	
Dept of Public Safety						
Telephone					50000	

Line Item Amendment
FY 9/30/83

Approved by
Appropriated

WILSON LINE'S DATE		3	4	5	6
				Increase	Decrease
1	Law Library Fund:				
2					
3	Salaries			40000	
4	FICA			7000	
5	Retirement			5400	
6	Hospitalization			25000	
7	Books				750
8					
9					
10					
11	Jury Fund				
12					
13	Juries			200000	
14	Other Court Reporters			6600	
15	Bailiff N/C			150000	
16	Court Reporters			50000	
17	N/C			13200	
18	Hospitalization			130000	
19	Court Reporter - Co Court				7000
20	Bailiff - Co Court				2000
21					
22	Transfer - General Fund				3000
23					
24					
25					
26	JVP Fund				
27					
28	Salaries T4C			400000	
29	T4C FICA			27500	
30	T4C Insurance			350000	
31	Health Insurance			160000	
32	T4C Transportation			35000	
33	Grant Expense			450000	
34	Misc Expense			65000	
35	Salaries Grant				14875
36					
37					
38					
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✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the County Auditor to pay Clayton Kay Funeral Homes, Inc. \$750.00 for the funeral expenses of Louie Dell Basham, died June 24, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize the County Judge to notify the Texas Commission on Jail Standards that Johnson County has in use at this time equipment that will visually record a person arrested within the County for an offense under Article 67011-1 of the Penal Code.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

✓ The Judge ordered the court recessed until 10:00 A. M. , September 13, 1983.

RECONVENED at 10:00 A. M., September 13, 1983, with the following members of the court present: Billy F. Roe, Commissioner Precinct No. 1, David Russell, Commissioner of Precinct No. 3, Commissioner of Precinct No. 2, Loyd H. Reese, B. B. Aldridge Commissioner of Precinct No. 4 and Tommy Altaras, County Judge.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve the Resolution of Johnson County Industrial Development Authority, authorizing issuance of bonds, and approving the issuance of bonds by the Johnson County Industrial Development Authority to finance a project for Texel Industries, Inc.

All voted aye.

RESOLUTION OF JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.
AUTHORIZING ISSUANCE OF BONDS AND APPROVING DOCUMENTS

TEXEL INDUSTRIES, INC. PROJECT

WHEREAS, the Development Authority Act of 1979, Article 5190.6, Tex. Rev. Civ. Stat., as amended (the "Act"), authorizes the Johnson County Industrial Development Authority (the "Authority") to issue revenue bonds on behalf of Johnson County, Texas (the "Unit"), to finance the cost of projects comprising land, buildings, equipment, facilities and improvements, found by the Board of Directors of the Authority (the "Board") to be required or suitable for the promotion of manufacturing development and expansion and for the industrial development and expansion of industrial facilities, or, if such project is located within an eligible blighted area as defined in Section 2(10) of the Act, such project is found by the Board to be required or suitable for the promotion of commercial development and expansion or for use by commercial enterprises, and regardless if the project is an industrial or commercial project it is in furtherance of the public purposes of the Act; and

WHEREAS, the Board adopted a resolution on June 24, 1983, pursuant to which a certain Agreement to Issue Bonds between the Authority and Texel Industries, Inc. (the "User"), was executed and delivered, whereby the Authority agreed to provide for the financing of the cost of the User's project (the "Project") which was initially described in Exhibit "A" to said Agreement to Issue Bonds and is more fully described in Exhibit A to the Loan Agreement between the Authority and the User referenced below, in accordance with the provisions of the Act; and

WHEREAS, for purposes of financing the cost of the Project, the Authority now desires (i) to authorize the issuance of its Series 1983 Industrial Development Revenue Bonds (Texel Industries, Inc. Project) (the "Bonds"), in the maximum aggregate principal amount of \$225,000.00, pursuant to the terms and provisions of a Trust Indenture, (ii) to provide for the sale of the Bonds to The Cleburne National Bank, Cleburne, Texas, (iii) to provide for the payment of the principal of and premium, if any, and interest on the Bonds with revenues derived from the loan of proceeds of the sale of the Bonds to the User to finance the costs of the Project pursuant to the terms and provisions of a Loan Agreement and (iv) to take and authorize certain other actions in connection with the foregoing; and

WHEREAS, on September 13, 1983, the governing body of the Unit will consider adopting a written resolution specifically approving this resolution of the Authority providing for the issuance of the Bonds; and

WHEREAS the Board has been presented with and has examined proposed forms of a Trust Indenture, a Loan Agreement, a Collateral Assignment, a Mortgage, a Promissory Note, the form of the proposed Bonds, and a Letter of Representation from the User, and the Board finds that the form and substance of such documents are satisfactory, and that the recitals and findings contained in the Loan Agreement, Trust Indenture, Collateral Assignment and the form of the proposed Bonds which are made on behalf of the Authority are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this resolution, and finds that it is in the best interest of the public and the Authority and assists in carrying out the public purpose of

the Authority and of the Act to authorize the execution and delivery of such documents to the extent the Authority is a party to any such documents; and

WHEREAS, the Board has also been presented with and has examined the proposed form of a deed of trust, security agreement, assignment of rents and financing statement (the "Mortgage") from the User to Eddie Saylor, as mortgage trustee, for the benefit of the Authority, and the Board finds the form and substance of such document is satisfactory;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

1. The Authority hereby authorizes and directs the issuance of the Bonds in the maximum aggregate principal amount of \$225,000.00, in accordance with a trust indenture substantially in the form of the Trust Indenture, dated as of September 1, 1983 (the "Indenture"), by and between the Authority and The Cleburne National Bank, Cleburne, Texas, as trustee (the "Trustee"), which was presented to the Board, the form, terms and provisions of such Indenture and the Bonds being hereby authorized and approved, and the President and the Vice President of the Authority are hereby severally authorized and directed to execute and deliver such Indenture and the Bonds on behalf of the Authority, and H. L. Cain is hereby appointed as a Secretary/Treasurer of the Authority is hereby authorized to attest and affix the Authority's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

2. The loan of the proceeds of the sale of the Bonds by the Authority to the User in order to provide financing of the costs of acquiring and constructing the Project shall be effected pursuant to the terms and provisions of a loan agreement substantially in the form of the Loan Agreement, dated as of September 1, 1983 (the "Loan Agreement"), by and between the Authority and the User, which was presented to the Board, the form, terms and provisions of such Loan Agreement being hereby authorized and approved, and the President and the Vice President of the Authority are hereby severally authorized and directed to execute and deliver such Loan Agreement on behalf of the Authority, and H. L. Cain as a Secretary/Treasurer of the Authority is hereby authorized to attest and affix the Authority's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

3. As a condition to the actions authorized in Paragraphs 1 and 2 of this resolution, the User shall have executed a deed of trust, security agreement, assignment of rents and financing statement substantially in the form of the Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement, dated as of September 1, 1983 (the "Mortgage"), from the User to Eddie Saylor, as mortgage trustee, for the benefit of the Authority, which was presented to the Board, the form, terms and provisions thereof being hereby authorized and approved.

4. The assignment of the Authority's rights under the Mortgage to the Trustee for the benefit of the holders of the Bonds shall be effected pursuant to the terms and provisions of a collateral assignment and security agreement substantially in the form of the Collateral Assignment and Security Agreement, dated

as of September 1, 1983 (the "Collateral Assignment"), from the Authority to the Trustee, which was presented to the Board, the form, terms and provisions of such Collateral Assignment being hereby authorized and approved, and the President and the Vice President of the Authority are hereby severally authorized and directed to execute and deliver such Collateral Assignment on behalf of the Authority, and H. L. Cain as a Secretary/Treasurer is hereby authorized to attest and affix the Authority's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

5. The sale and delivery of the Bonds by the Authority to The Cleburne National Bank, Cleburne, Texas, at the par value thereof is hereby authorized and approved.

6. The actions and obligations authorized in Paragraphs 1 through 5 of this resolution shall be subject to and conditioned upon the receipt by the Authority, at the Closing Date, of (i) a letter of representation, dated the date of delivery of the Bonds (the "Closing Date"), from the User, duly authorized and executed by the User, substantially in the form of the Letter or Representation being hereby authorized and approved and the President and the Vice President of the Authority are hereby severally authorized to signify the Authority's acceptance and confirmation of such Letter of Representation by executing the same on behalf of the Authority in multiple counterparts; (ii) an investment letter, dated the Closing Date, duly authorized and executed by The Cleburne National Bank, Cleburne, Texas, substantially in the form of the Investment Letter (the "Investment Letter"), which was presented to the Board, the form, terms and provisions of such Investment Letter being hereby authorized and approved; (iii) a certificate from a representative of the Texas Economic Development Commission (the "Commission"), acting on behalf of the Commission, evidencing final approval of the Loan Agreement; (iv) the purchase price for the Bonds; and (v) such opinions, evidences, certificates, instruments or other documents as shall be requested by the Authority's Counsel or by Bond Counsel, to evidence due performance or satisfaction by the User at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by them.

7. The officers, employees and agents of the Authority, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Authority all certificates, financing statements, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this resolution and of the Bonds to be issued hereunder, as well as the terms and provisions of the Indenture, the Mortgage, the Collateral Assignment, the Bonds, the Letter of Representation and the Loan Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper.

8. The officers of the Authority (with the assistance of the User) shall prepare a final transcript of the proceedings relating to the authorization,

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issuance, sale and delivery of the Bonds, which transcript shall be submitted to the Commission within sixty (60) days after the Closing Date.

9. Based upon representations made by the User to the Board, the Board hereby affirmatively finds that:

(a) the Project will have the effect of creating and stabilizing employment within the Unit;

(b) the Project is required or suitable for the promotion of manufacturing development and expansion and for the industrial development and expansion of industrial facilities;

(c) the Project sought to be financed is in furtherance of the public purposes of the Act; and

(d) the impact of the Project on employment in the affected area, being the boundaries of Johnson County, Texas, will be to:

(i) increase or stabilize employment opportunity;

(ii) significantly increase or stabilize the property tax base; and

(iii) promote commerce within Johnson County, Texas and the State of Texas.

10. The User has represented to this Authority that he has no present intention of disposing or abandoning the proposed Project, or of directing the proposed Project to a use other than the purposes represented to the Authority, this Board, the Commission, and the Unit.

11. This resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 13th day of September, 1983.

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY

ATTEST:

BY: Jack V. Standley
Jack V. Standley, President

H. L. Cain
H. L. Cain, Secretary

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RESOLUTION NO. _____

RESOLUTION OF THE COMMISSIONERS' COURT OF
JOHNSON COUNTY, TEXAS APPROVING THE ISSUANCE
OF BONDS BY THE JOHNSON COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY TO FINANCE A PROJECT
FOR TEXEL INDUSTRIES, INC. AND MAKING
CERTAIN FINDINGS RELATED THERETO

WHEREAS, by resolution the Commissioners' Court (the "Governing Body") of Johnson County, Texas (the "Unit"), authorized and approved the creation of the Johnson County Industrial Development Authority (the "Authority") as a non-profit industrial development corporation under the provisions of the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes, as amended (the "Act"); and

WHEREAS, by resolution adopted on July 11, 1983, the Governing Body approved an Agreement to Issue Bonds between the Authority and a Texas corporation known as Texel Industries, Inc. (the "User"), which Agreement to Issue Bonds authorized the issuance of industrial development revenue bonds by the Authority to finance the cost of facilities to accomplish the specific public purpose for which the Authority was created; and

WHEREAS, in accordance with the terms of the Agreement to Issue Bonds, the Authority now desires to provide for the issuance and sale of its Series 1983 Industrial Development Revenue Bonds, (Texel Industries, Inc. Project) (the "Bonds"), in the maximum aggregate principal amount of \$225,000.00, by adopting a resolution substantially in the form attached hereto as Exhibit "A" (the "Resolution"); and

WHEREAS, the Act provides that the Governing Body must, by resolution adopted no more than sixty (60) days prior to the date of delivery of the Bonds, specifically approve the resolution of the Authority providing for the issuance of the Bonds; and

WHEREAS, a public hearing following reasonable public notice (which such notice was published in a newspaper of general circulation in the Unit) has been held in accordance with Section 103(k)(2) of the Internal Revenue Code of 1954, as amended, prior to the approval by this Governing Body of the Bonds;

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

1. The Resolution of the Authority providing for the sale and issuance of the Bonds, substantially in the form attached hereto as Exhibit "A," and the issue of the Bonds, are both hereby specifically approved.

2. This Governing Body hereby specifically makes the following findings in regard to the "Project" described as Exhibit "A" to the above referenced "Agreement to Issue Bonds":

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(a) The Project will contribute to the economic growth or stability of the Unit by (1) increasing or stabilizing employment opportunity, (2) significantly increasing or stabilizing the property tax base, and (3) promoting commerce within the Unit and the State;

(b) The User has represented to the Unit, the Authority and the Texas Economic Development Commission (the "Commission") that it has no present intention of disposing of or abandoning the proposed Project, or of directing the proposed Project to a use other than the purposes represented to the Commission, the Authority and this Unit;

(c) This Governing Body hereby approves the proposed Project and finds that the Project to be financed will (1) contribute significantly to the fulfillment of the redevelopment objectives of the Unit, for its blighted or economically depressed area and (2) is in furtherance of the public purposes of the Act;

3. That in passing this Resolution, this Governing Body does not waive any Code requirements of the Unit, which may be applicable to the Project, nor does this Resolution constitute any other approval of the Unit or this Governing Body other than as expressly set forth herein.

4. BE IT FURTHER RESOLVED, that the approval evidenced by this Resolution is intended in all respects to comply with the approval required by Section 25(f) of the Act, the comparable provisions of the Treasury Regulations amplifying the Internal Revenue Code of 1954, as amended (including Section 103(k)(2) thereof), and the Rules of the Commission related to project approval.

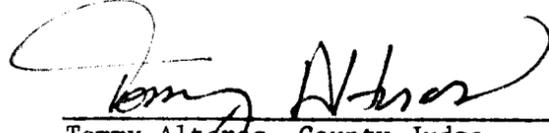
5. That by his signature affixed hereto, the undersigned, County Judge of the Unit, as well as this Governing Body, both acting as the "applicable elected representative" of the Unit within the meaning of Section 103(k)(2)(E) of the Internal Revenue Code of 1954, as amended (the "Code") both approve the Bonds and their issuance; provided, that this approval is only intended to comply with Section 103(k)(2) of the Code and any applicable requirements of the Commission, and noting in regard to such approval shall make the undersigned official or this Governing Body or the Unit in any way whatsoever liable for the payment of the Bonds, and actions in regard to the Project, or otherwise; nor shall such approval be deemed to be a representation of the undersigned, this Governing Body, the Unit, the State, or any political subdivision of the state that the Bonds will be paid or that any obligations assumed by any of the parties under the instruments relating to the Bonds will be paid or that any obligations assumed by any of the parties under the instruments relating to the Bonds will in fact be performed, or as a pledge of the faith and credit of the undersigned, this Governing Body, the Unit, the State, or any political subdivision of the state in regard to the payment of the Bonds.

6. It is officially found and determined that this meeting is opened to the public as required by law, and that notice of time, place, and subject matter of this meeting has been posted in the manner required by law.

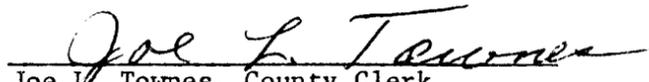
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PASSED AND APPROVED this 13 day of September, 1983.


Tommy Altaras, County Judge

ATTEST:


Joe L. Townes, County Clerk

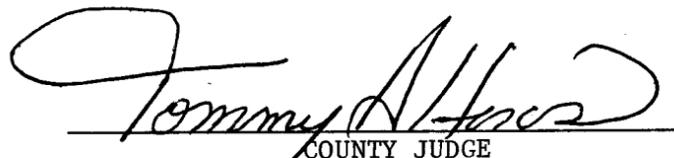
✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the contract made by Billy F. Roe, Commissioner of Precinct No. 1, and the Rio Vista Independent School District for the construction of a road and installation of a culvert on the north side of the Rio Vista School.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to adjourn.

All voted aye.


COUNTY CLERK


COUNTY JUDGE

...ooo0ooo...

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MINUTES OF SPECIAL CALLED MEETING OF THE JOHNSON
COUNTY COMMISSIONERS' COURT

The meeting was called to order by County Judge, Tommy Altaras, at 10:00 A.M., September 27, 1983 and the following were present.

1. Commissioner of Precinct One: Billy Roe
2. Commissioner of Precinct Two: David Russell
3. Commissioner of Precinct Three: Loyd Reese
4. Commissioner of Precinct Four: B. B. Aldridge

Also present were the following:

1. County Judge - Tommy Altaras
2. County Attorney - Dan Boulware
3. Asst. County and District Attorney - Wayne Bridewell
4. Assistant Attorney General of the State of Texas - ~~Ed Salazar~~ -
5. County Inspector - Henry Brown
6. County Inspector - Phillip Szurgot
7. County Auditor - Robert M. Wylie

✓ The general discussion was concerned with lawsuits or a lawsuit against illegal sub-dividers and private sewage system violators.

After a discussion lead by County Attorney Dan Boulware a motion was made by Commissioner Billy Bob Aldridge to ask County Attorney Dan Boulware to file an injunction lawsuit against Everett Frazier. The motion was seconded by Loyd Reese.

The sub-division alleged to be illegal are Wagonwheel Estates and Foxhollow Estates.

✓ The motion carried 4-0. County Attorney Dan Boulware agreed to file and pursue said lawsuit.

The discussion then became concerned with other alleged illegal sub-dividers. A motion was made by Commissioner Billy Bob Aldridge to provide legal assistance, investigators, and other necessary expenses through the County Attorney's

office to the Attorney General's office, for preparation and pursuit of lawsuits or lawsuit against other illegal sub-dividers at the County Attorney and Attorney General's discretion. The motion was seconded by Billy Roe and all voted aye.

The problem of sub-divisions which have already been started prior to August 15, 1983 or September 1, 1983 was discussed. It was agreed that a consistent policy needed to be established concerning said sub-divisions. On motion by Commissioner Reese and seconded by Commissioner Russell, the following plat policy was adopted.

SUB - DIVISION PLAT POLICY

✓
In regard to a pre-existing sub-division development (a sub-division constructed prior to September 1, 1983),; if more than 20% of said sub-division is unsold, then the developer or owner must plat and record said sub-division and the same shall be brought to Johnson County Commissioners' Court sub-division rules and regulations compliance.

If ~~less~~^{more} than 80% of a sub-division has been sold, the developer or owner must plat and record said sub-division and place in bold print on said plat that the Commissioners' Court of Johnson County is not responsible in any manner for the construction and or maintenance of said sub-division in any manner including roads.

Approved this 27th day of September, 1983.

✓ In regard to malfunctioning private sewage system it was discussed that a standard notice and method of enforcement be established to advise landowners to repair said problem.

On motion by Commissioner Roe and seconded by Commissioner Russell the following policy was set forth:

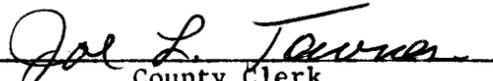
✓ That a standard notice and return of service for Johnson County be prepared for Commissioners' approval at a later meeting.

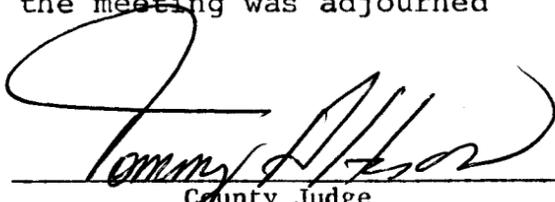
That said notice will notify an owner is not in compliance with Johnson County Sanitation Rules and/or Texas Department of Health Rules. Thirty days will be allowed for the correction of said noncompliance. Failure to correct to the satisfaction of a Johnson County inspector shall result in the filing of a lawsuit against said owner.

All voted aye.

A discussion concerning employment of inspectors and/or a sanatarian will be placed on the regular agenda.

On motion by Commissioner Aldridge and seconded by Commissioner Roe all voting aye, the meeting was adjourned at noon.


County Clerk


County Judge

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

OCTOBER 3, 1983 - 9:00 A.M.

I. PLAT APPROVALS

1. Pete Newberry Phase 8
- ✓2. Raymond Dragoo "X Cell Ranch Estates"
- ✓3. Butch Allen " Oak View Investments"
- ✓4. F. J. Dunaway "Towering Oaks & Whispering
Creek Estates"
- ✓5. Wayne McMurry Proposed mobil home park
- ✓6. Rocky Thompson Existing sub-division approvals
- 7. Dorothy Phillips D. J. Williams property *Called in +
Not coming.*
- ✓8. Glenn Leach "Mockingbird Meadows"
- ✓9. Gary Mitchell " South Forty Estates"
- ✓10. Terry Bradley " Fishermans' Paradise"

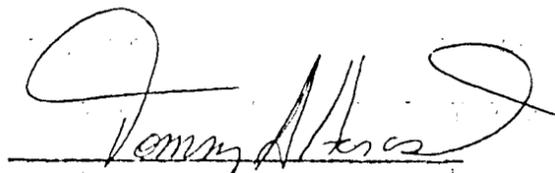
II. ADMINISTRATIVE

- ✓1. Resignation of election Judge - Box 4 - Judge Joe Spurlin
- ✓2. Clarification of Computer Bid
3. Storage Building
4. Inspectors
- ✓5. Central Appraisal District Member
- ✓6. Contract with City of Cleburne

III. GENERAL DISCUSSION

- ✓1. Ted Sivadon Courthouse renovation
- ✓2. Curtis Pritchard Johnson County Health Facilities
Development Corporation
- ✓3. Judges Report - GOEX
- ✓4. Mental Health Agreement

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of the Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: September 29, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

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STATE OF TEXAS : OCTOBER
 :
COUNTY OF JOHNSON: SEPTEMBER 3, 1983

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1; David Russell, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

Correspondence from Gold, Inc. proposed permit H. W.-50051-001 to be made a part of these minutes.

TEXAS DEPARTMENT OF WATER RESOURCES
1700 N. Congress Avenue
Austin, Texas

TEXAS WATER DEVELOPMENT BOARD
James A. ... Chairman
George W. ... Vice Chairman
...
...
...



Charles E. Nemir
Executive Director

TEXAS WATER COMMISSION
Lee B. M. Biggart, Chairman
Felix McDonald
John D. Stover

September 16, 1983

Judge Report

Honorable Tommy Altaras
Johnson County Judge
Third Floor
Johnson County Courthouse
Cleburne, Texas 76031

Dear Judge Altaras:

Re: GOEX, Inc., Proposed Permit HW-50051-001

I appreciate the return of the summary of Part B, which you did receive in error, and Andrews County officials will be provided the information so that they may have opportunity to review the application and provide any comments, if warranted.

Very truly yours,

Charles Eanes
Charles Eanes
Permit Control & Reports

CE/js

cc: Les Brown, County Judge, Andrews County w/attachment
Andrews City-County Health Department w/attachment

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✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to table the request for plat approval "X Cell Ranch Estates". The owner to furnish the Court with the following:

1. Sworn statement of number of sales made in "X Cell Ranch Estates"
2. Present a copy of the water permit issued by the Public Utility

Commission.
All voted aye

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to table the request for plat approval "Oakview Investments" sub-
pending compliance with Johnson Co. Subdivision
division rules and regulations, and Johnson County septic tank specifications.
All voted aye

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve the final plat "Towering Oaks" sub-division, Precinct No. 3.
All voted aye

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the final plat "Whispering Creek Estates" sub-division
Phase I & II, Precinct #3. All voted aye

✓ Mr. Lawrence Wayne McMurry was advised by the Court that no plat approval is necessary, since his thirty (30) acre tract will be for rental sites only, but that he must comply with county sanitation requirements and Public Utility regulations.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to table the request for plat approval "Rancho Villa" sub-division
Phase I, II, & III, Precinct No. 3, Mr. Rocky Thompson to furnish the Court
with:

1. Letter of Credit.
2. With approval from the Public Utility Commission on his water system.
All voted aye

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the final plat "Mockingbird Meadows" sub-division, Precinct
No. 3. All voted aye

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to accept preliminary approval for change of name only from "Roten
Ranchettes" to "South Forty Estates" sub-division, Precinct No. 4.
All voted aye

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the preliminary plat "South Forty Estates", Phase II sub-
division, Precinct No. 4.
All voted aye

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to permit Ted Sivadon, Masonary Specialist, to inspect the courthouse for
restoration and necessary repairs.

All voted aye
✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the creation of the Johnson County Health Facilities
Development Corporation. Appoint Board of Directors, approve article of
Incorporation, and by-laws.

All voted aye

ORDER NO. _____

A RESOLUTION BY THE COMMISSIONERS COURT OF JOHNSON COUNTY,
TEXAS, APPROVING THE CREATION OF THE JOHNSON COUNTY
HEALTH FACILITIES DEVELOPMENT CORPORATION
APPOINTING ITS INITIAL BOARD OF DIRECTORS, APPROVING
THE ARTICLES OF INCORPORATION AND BYLAWS OF
THE JOHNSON COUNTY HEALTH FACILITIES DEVELOPMENT
CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, it is the desire of this Commissioners Court to authorize and approve the creation of a health facilities development corporation to act on behalf of Johnson County, Texas, in accordance with Article 1528j of the Revised Civil Statutes of Texas, as amended (the "Act"), and to take such actions and make such findings as may be necessary to the proper creation and operation of such a corporation; and

WHEREAS, it is in the best interest of the inhabitants of Johnson County, Texas, to provide a means for the financing of "health facilities" as defined in the Act, including the provision of financing through tax exempt bonds as may be issued by a health facilities development corporation acting on behalf of Johnson County, Texas; and

WHEREAS, under the provisions of the Act an entity which finances a health facility through the use of such bonds will not gain any additional exemption from ad valorem taxes or sales taxes other than is presently available to such entity, so that the creation of a health facilities development corporation will not result in the loss of tax revenues to governmental entities within the county or this county itself; and

WHEREAS, the bonds to be issued by a health facilities development corporation are payable solely from a user of such health facility, and no actions may be taken by such health facility through the issuance of its bonds or otherwise which require the payment of any sums by this County or this Commissioners Court;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Commissioners Court of Johnson County, Texas:

- (1) That the above recitals are true and correct;
- (2) That this Commissioners Court finds and determines that it is in the public interest and to the benefit of the residents of Johnson County, Texas, and the citizens of the State of Texas that a corporation be created to promote and develop new, expanded or improved health facilities in order to assist the maintenance of the public health and the public

welfare and that, therefore, it is advisable that the Johnson County Health Facilities Development Corporation be authorized and created and that such creation is proper;

- (3) That the Commissioners Court of Johnson County, Texas, hereby authorizes and approves the creation of the Johnson County Health Facilities Development Corporation;
- (4) That the Commissioners Court of Johnson County, Texas, hereby authorizes and approves the proposed Articles of Incorporation and proposed Bylaws to be used in organizing the Johnson County Health Facilities Development Corporation and in governing its internal affairs, a copy of each such document having been provided to this Commissioners Court as of the date hereof;
- (5) That the public purpose or purposes of Johnson County, Texas, which the Johnson County Health Facilities Development Corporation may further on behalf of Johnson County, Texas, shall be limited to acquiring, constructing, providing, improving, financing and refinancing health facilities in order to assist the maintenance of the public health of the citizens of the State of Texas;
- (6) That the Johnson County Health Facilities Development Corporation shall be authorized to take all acts permitted under the provisions of the Act including the issuance of health facilities development bonds on behalf of Johnson County, Texas to finance the cost of one or more health facilities;
- (7) That the initial Board of Directors of the Johnson County Health Facilities Development Corporation is hereby appointed and that the Directors serving on such initial Board of Directors are:

Tommy Altaras
Billy Bob Aldridge
Loyd Reese
David Russell
Billy F. Roe

- (8) That this Commissioners Court hereby reserves unto itself the right to approve any changes or amendments or other modifications to the Articles of Incorporation or Bylaws of the Johnson County Health Facilities Development Corporation, and in the sole discretion of this Commissioners Court, the right to alter the structure, organization, programs, or

activities of the Johnson County Health Facilities Development Corporation, subject only to any limitation provided by the constitutional laws of the State of Texas and of the United States of America relating to the impairment of contracts entered into by the Johnson County Health Facilities Development Corporation;

- (9) That it is the intention of this Commissioners Court to take all action by this resolution necessary to authorize the creation of the Johnson County Health Facilities Development Corporation and the issuance by such Corporation of health facilities development bonds on behalf of the City of Meridian, Texas, in accordance with § 103 of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder; and
- (10) That it is officially found and determined that this meeting was open to the public as required by law and that notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

PASSED AND EXECUTED this 3rd day of October, 1983.

Tommy A. Hester
County Judge

ATTEST:

Billy Bob Albridge
Commissioner

County Clerk, Johnson County

Lloyd Rouse
Commissioner

SEAL

David Russell
Commissioner

Billy F. Roe
Commissioner

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THE STATE OF TEXAS X
COUNTY OF JOHNSON X

I, Joe Townes, County Clerk of Johnson County, Texas hereby certify that the above and foregoing is a true and correct copy of Order # _____ duly adopted by the Commissioner's Court of Johnson County, Texas, at a meeting of said Council held on the 3rd day of October, A.D., 1983.

(County Seal)

Joe L. Townes
County Clerk
Johnson County, Texas

THE STATE OF TEXAS X
COUNTY OF JOHNSON X

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Joe Townes, County Clerk of Johnson County, Texas, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of October, A.D., 1983.

(Notary Seal)

Notary Public in and for
the State of Texas

My Commission expires:

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ARTICLES OF INCORPORATION
OF
JOHNSON COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

We, the undersigned natural persons, each of whom is of the age of eighteen years or more and a resident of Johnson County, Texas, acting as incorporators of a Corporation under the Health Facilities Development Act, codified as Article 1528j, Tex. Rev. Civ. Stat., do hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is JOHNSON COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.

ARTICLE II

The Corporation is a nonprofit public corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The purpose of the Corporation is to acquire, construct, provide, improve, finance and refinance health facilities to assist the maintenance of the public health.

ARTICLE V

The Corporation has no members and is a nonstock corporation. No part of the net earnings of the Corporation shall inure to the benefit of any person other than Johnson County, Texas. Upon the dissolution of the Corporation, title to all property owned by the Corporation will vest in Johnson County, Texas.

ARTICLE VI

The Corporation's internal affairs shall be regulated by its Bylaws, not inconsistent with the laws of this State, which have been approved by the Commissioner's Court of Johnson County, Texas, under whose auspices the Corporation is created.

ARTICLE VII

The street address of the initial registered office of the Corporation is Johnson Co. Courthouse, Main St., Cleburne, Texas, and the name of its initial registered agent at such address is Tommy Altaras.

ARTICLE VIII

The number of directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Mailing Address</u>	<u>Street Address</u>
Tommy Altaras	Johnson County Courthouse Cleburne, TX 76031	
Billy Bob Aldridge	Route 4, Grandview, TX 76050	
Loyd Reese	105 W. Atchley, Alvarado, TX 76009	
David Russell	P. O. Box 767, Hwy. 174, Joshua, TX 76058	
Billy F. Roe	820 S. Ridgeway, Cleburne, TX 76031	

The aforementioned five (5) directors have been appointed as such by the Commissioners Court of Johnson County, Texas to serve for a term of two (2) years each and are each removable by such Commissioner's Court for cause or at will. Any successor or additional directors shall be appointed by the Commissioners Court of Johnson County, Texas, for a term of not more than two (2) years and shall be removable by such Commissioners Court for cause or at will.

ARTICLE IX

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
1. Tommy Altaras	Johnson County Courthouse, Cleburne, T
2. Billy Bob Aldridge	Route 4, Grandview, TX 76050
3. Loyd Reese	105 W. Atchley, Alvarado, TX 76009
4. David Russell	P. O. Box 767, Joshua, TX 76058
5. Billy F. Roe	820 S. Ridgeway, Cleburne, TX 76031

ARTICLE X

Johnson County, Texas, is the sponsoring entity for the Corporation and its address is c/o Tommy Altaras, Johnson Co. Cths., Cleburne, Texas. Johnson County, Texas, acting by and through its Commissioners Court, has by a duly adopted resolution specifically authorized the Corporation to act on its behalf to further the specific public purpose set forth in Article IV above, and has approved these Articles of Incorporation of the Corporation.

ARTICLE XI

These Articles of Incorporation may at any time and from time to time be amended by the Commissioners Court of Johnson County, Texas.

IN WITNESS WHEREOF, we hereunto set our hands this 3rd day of October, 1983, and do hereby verify the accuracy of the Articles set forth above.

Tommy Altaras

Billy Bob Aldridge

Loyd Reese

David Russell

Billy F. Roe

STATE OF TEXAS X
 :
COUNTY OF JOHNSON X

I, the undersigned a Notary Public, do hereby certify that on this 3rd day of October, 1983, personally appeared before me Tommy Altaras, Billy Bob Aldridge, Loyd Reese, David Russell, and Billy F. Roe, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Notary Public in and for
the State of Texas

My Commission Expires:

(SEAL)

BYLAWS
OF
JOHNSON COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

ARTICLE I

NATURE

1.1 Nonprofit Corporation. The Johnson County Health Facilities Development Corporation (hereinafter the "Corporation") shall be a nonprofit corporation and shall have no members and no stock. No part of the net earnings of the Corporation remaining after payment of its bonds and its expenses in accomplishing its public purpose shall inure to the benefit of any person, group, corporation or other entity other than Johnson County, Texas. In the event that the Board of Directors of the Corporation (hereinafter the "Board of Directors") determines that adequate provision has been made for the complete payment of the obligations of the Corporation, including obligations issued to finance all or part of the costs of a health facilities project, then any net earnings of the Corporation in excess of the amount so needed shall be paid to Johnson County, Texas (hereinafter "Johnson County"). Upon the dissolution of the Corporation, title to all lands and properties then owned by the Corporation shall vest in Johnson County. If a default occurs in the payment of the sums required to retire any bonds of the Corporation, Johnson County shall have the exclusive option to purchase the project which was funded in whole or in part by such bonds at a price equal to the amount required to retire such bonds, provided that such option is exercised within a reasonable time.

ARTICLE II

BOARD OF DIRECTORS

2.1 Powers, Number and Term of Office. The property and affairs of the Corporation shall be managed and controlled by the Board of Directors and, subject to the restrictions imposed by law, shall be subject to the provisions of the Articles of Incorporation and these Bylaws. The Board of Directors shall exercise all of the powers of the Corporation.

The Board of Directors shall consist of five (5) directors, each of whom shall be appointed by the Commissioners Court of Johnson County (hereinafter referred to as the "Commissioners Court"). The directors constituting the first Board of Directors shall be those directors named in the Articles of Incorporation, each of whom shall serve for two (2) years from the date these Bylaws were adopted and until his or her successor is appointed and qualified, unless sooner removed. Subsequent directors shall hold office for a term of two (2) years and until their successors are appointed and qualified, unless sooner removed. Any director may be removed from office by the Commissioners Court, for cause or at

will. New director(s) shall be appointed by the Commissioners Court.

2.2 Meetings of Directors. The directors shall hold their meetings at such place or places in the State of Texas as the Board of Directors may from time to time determine. The meetings shall be held at the registered office of the Corporation in the State of Texas if no other place is specified.

2.3 Regular Meetings. Regular Meetings of the Board of Directors shall be held without necessity of notice at such times and places as shall be designated, from time to time, by resolution of the Board of Directors.

2.4 Special Meetings. Special Meetings of the Board of Directors shall be held whenever called by the president, by the secretary, by a majority of the directors for the time being in office or upon advice of or request by the Commissioners Court, and shall be held at such place or places in the State of Texas as may be set forth in the notice of such meetings. The secretary shall give notice to each director of each Special Meeting in person or by mail or telephone at least one (1) hour before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.5 Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board of Directors of the Corporation. The act of the majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. Any action of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

2.6 Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board of Directors may determine. The president shall preside at all meetings of the Board of Directors; provided, that in the absence of the president, the vice president shall preside. The secretary of the Corporation shall act as secretary of all meetings of the Board of Directors; provided, that in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

2.7 Compensation of Directors. Directors shall serve without compensation, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III

OFFICERS

3.1 Titles and Term of Office. The officers of the Corporation shall be a president, a vice president, a secretary, a treasurer and such other officers as the Board of Directors may from time to time deem necessary and elect or appoint. One person may hold more than one office, except that the president and the secretary shall not be the same person. Officers shall be elected _____, with the election to be held in _____. All officers shall be subject to removal from office, with or without cause, at any time by a vote of the Board of Directors whenever in the judgment of the Board of Directors the best interests of the Corporation will be served thereby. A vacancy in any office shall be filled by a vote of the Board of Directors.

3.2 Powers and Duties of the President. The president shall be a member of the Board of Directors of the Corporation. The president shall preside at all meetings of the Board of Directors. In furtherance of the purposes of this Corporation, the president may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

3.3 Vice President. The vice president shall be a member of the Board of Directors of the Corporation. The vice president shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

3.4. Treasurer. The treasurer shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors. The treasurer may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer as is designated by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly in the books of the Corporation to be kept by him for that purpose full and accurate accounts of all monies received and paid out on account of the Corporation; he shall

perform all acts incident to the position of treasurer subject to the control of the Board of Directors; and he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

3.5 Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose. The secretary shall attend to the giving and serving of all notices. In furtherance of the purposes of the Corporation, the secretary may sign with the president in the name of the Corporation and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. He shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection upon application at the office of the Corporation during business hours and all of which shall be at any time open to inspection by representatives of Meridian, and he shall in general perform all duties incident to the office of secretary subject to the control of the Board of Directors.

3.6 Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE IV

PROVISIONS REGARDING ARTICLES OF INCORPORATION AND BYLAWS

4.1 Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the approval of these Bylaws by a Resolution of the Commissioners Court; and
- (2) the adoption of these Bylaws by the Board of Directors.

4.2 Amendments to Articles of Incorporation. The Articles of Incorporation may at any time and from time to time be amended if the Commissioners Court by appropriate order or resolution finds and determines that it is advisable that the proposed amendment be made, authorizes and directs the same to be made and approves the form of the proposed amendment. In such a case, unless the Commissioners Court directs otherwise, the Board of Directors shall proceed to amend the Articles as provided in the Health Facilities Development Act, Article 1528j Tex. Rev. Civ. Stat. (hereinafter referred to as the "Act") or the Commissioners Court may, in its discretion,

proceed to amend the Articles as provided in the Act without action on the part of the Board of Directors.

4.3 Amendments to Bylaws. These Bylaws may be amended or repealed or substitute Bylaws may be adopted by a majority vote of the Board of Directors; provided, that all amendments hereto, repeals hereof or substitutes herefor shall be subject to the approval of the Commissioners Court and shall not be effective unless and until they are approved by an order or resolution of the Commissioners Court.

ARTICLE V

FINANCING

5.1 Financing of Health Facilities Projects. In order to implement the purposes for which the Corporation was formed as set forth in the Articles of Incorporation, the Corporation shall have the authority to issue, sell and deliver obligations for the purpose of paying all or any part of the cost of one or more health facilities, as provided in the Act, as well as all other powers set forth in the Act.

5.2 Conditions Precedent to Issuance of Obligations. The Corporation shall not issue any obligations unless the requirements for the issuance of financial obligations under the Act shall have been met.

5.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors. All books and records of the Corporation may be inspected by any director or his agent or attorney for any proper purposes at any reasonable time and at all times Johnson County and the Commissioners Court shall have access to the books and records of the Corporation.

ARTICLES VI

GENERAL PROVISIONS

6.1 Principal and Registered Offices. The principal office of the Corporation shall be located in Cleburne, Johnson County, Texas. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose business office is identical with such registered office, as required by the Act. The registered office may be, but need not be, identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors, pursuant to the requirements of the Act.

6.2 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

6.3 Seal. The seal of the Corporation shall be as determined by the Board of Directors.

6.4 Notice and Waiver of Notice. Neither the business to be transacted at nor the purpose of any Regular or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

6.5 Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.6 Action Without a Meeting of Directors. Any action required to be taken or which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or document filed with the Secretary of State or any other person or entity.

6.7 Approval or Advice and Consent of the Commissioners Court. To the extent that these Bylaws refer to any approval by Johnson County or refer to advice and consent by Johnson County, such approval or advice and consent shall be evidenced by a certified copy of an order, resolution, ordinance or motion duly adopted by the Commissioners Court.

6.8 Organizational Control. Johnson County may, at its sole discretion, and at any time, alter the structure, organization, programs or activities of the Corporation (including termination of the Corporation), subject to any limitation on the impairment of contracts entered into by the Corporation.

6.9 Bylaws Subject to Act and Regulations. These Bylaws have been adopted in compliance with the Act and the regulations and rulings amplifying Section 103 of the Internal Revenue Code of 1954, as amended, applicable to corporations created to issue tax exempt bonds on behalf of political subdivisions such as Johnson County and they shall be construed in conformity with the Act and Section 103 of the Internal Revenue Code of 1954, as amended.

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SIGNED AND EXECUTED after being duly adopted this 3rd day of
October, 1983.

Tommy Altaras

Billy Bob Aldridge

Loyd Reese

David Russell

Billy F. Roe

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688

✓ No action was taken by the Court in opposition to the re-platting of Fisherman's Paradise sub-division, Precinct No. 1, except that the plat must state in writing that Johnson County is not responsible for maintaining roads within the sub-division.

✓ Executive Session, 10:30 AM

Reconvened at 10:40 AM

Results of Executive Session

1. Commissioners Court requests County Clerk to check Deed records filed in a certain sub-division, if so ask County Attorney to file law suit.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to accept the resignation of Jo Spurlin, Election Judge, Box 4 in Burleson, and to send her a certificate of appreciation.

All voted aye

August 9, 1983

Judge Tommy Altaras
County Judge
Courthouse, Johnson County
Cleburne, Texas 76031

Dear Judge Altaras:

Due to changes in my work schedule, I will no longer be able to serve as Election Judge in Box 4, Mound Elementary, Burleson, Texas.

I appreciate the confidence shown in me by being reappointed and regret that I am unable to serve.

Sincerely,

Jo Spurlin
632 Chisholm
Burleson, Texas 76028

688

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to approve the agreement between Texas Department of Mental Health and Johnson County, and to record the the agreement as a part of these minutes.

THE STATE OF TEXAS	Y	All voted aye
	Y	
	Y	
COUNTY OF JOHNSON	Y	

A G R E E M E N T

Pursuant to authority contained in Section 2.13 and 2.17, Article 5547-202, Vernon's Texas Civil Statutes and in Article II of Senate Bill 179, Acts of 68th Legislature, Regular Session, 1983, as amended, the AUSTIN STATE HOSPITAL of the Texas Department of Mental Health and Mental Retardation, hereinafter called "HOSPITAL", acting by and through its Superintendent, and Johnson County, Texas, hereinafter called "JOHNSON COUNTY", acting by and through its Commissioners' Court, jointly agree to provide mental health services to no fewer than one hundred eighty-five (185) residents of Johnson County, Texas, in conformity with the following terms and conditions, to wit:

I

"JOHNSON COUNTY" does hereby agree to make available to "HOSPITAL" the following described property located in Cleburne, Johnson County, Texas to wit:

Suitable offices at 134 Ridgeway. To be used as a mental health services outreach center by "HOSPITAL" from and after September 1, 1983 to and including August 31, 1985.

II

"JOHNSON COUNTY" agrees to provide utilities, including electricity, gas, water, and telephone service. "JOHNSON COUNTY" agrees to provide necessary office furniture and equipment for such building as requested by the "HOSPITAL". "JOHNSON COUNTY" further agrees to provide maintenance and upkeep of the building, all furniture and equipment therein and to adequately insure all of such facilities for "JOHNSON COUNTY'S" benefit.

III

"JOHNSON COUNTY" agrees to contribute an amount not less than ten (10) percent of the program cost. Said contribution may include, but is not limited to, the following:

III (cont.)

- A. Office, utilities, and telephone service valued at \$4,320.00 per annum.
- B. Cash reimbursements to "HOSPITAL" for costs of services provided to indigent patients, an amount not to exceed \$3,000.00 per annum.
- C. Fees for services collected by "HOSPITAL" from patients and/or third party payor, an amount not less than \$10,000.00 per annum.

IV

"HOSPITAL" agrees to provide no less than existing levels of services. The services to be performed may include, but are not limited to, the following:

- A. Intake/Screening
- B. Diagnosis/Evaluation
- C. Individual Therapy
- D. Group Therapy
- E. Family Therapy
- F. Family Collateral Counseling
- G. Medication
- H. Social Rehabilitation Counseling
- I. Case Conference/Consultation
- J. Home Visits
- K. Transportation
- L. State Hospital Admission Screening
- M. Discharge Planning
- N. Follow-up Services

V

"HOSPITAL" agrees to employ a full-time director, a full-time clerk, and a consulting physician at the aforesaid facility.

VI

"HOSPITAL" covenants and agrees to make no alterations, improvements or additions to said premises nor to sublet or assign the whole or part thereof, without first obtaining "JOHNSON COUNTY'S" written consent.

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VII

The maximum amount of state appropriated funds to be expended under this AGREEMENT is \$50,000.00.

VIII

This AGREEMENT may be terminated by either party upon the giving of thirty (30) days written notice.

WITNESS OUR HANDS this _____ day of _____, 1983.

JOHNSON COUNTY

AUSTIN STATE HOSPITAL

Billy F. Roe

Billy Roe, Precinct 1
COMMISSIONER

Luis H. Laosa, M.D.
SUPERINTENDENT

David Russell

David Russell, Precinct 2
COMMISSIONER

Loyd Reese

Loyd Reese, Precinct 3
COMMISSIONER

B. B. Aldridge

B. B. Aldridge, Precinct 4
COMMISSIONER

Tommy Altaras

Tommy Altaras
COUNTY JUDGE

The AUSTIN STATE HOSPITAL is operated in compliance with Title VI, Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

APPROVED:

H. K. Dudley, Jr.
ACTING DEPUTY COMMISSIONER FOR
MENTAL HEALTH SERVICES

Jaylon L. Fincannon
DEPUTY COMMISSIONER FOR
MANAGEMENT & SUPPORT

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✓ No action was taken by the Court on the nomination of a nominee for the Board of Trustee's - Central Appraisal District.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to approve the Tax Collection Contract between Johnson County and the City of Cleburne.

All voted aye

TAX COLLECTION CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JOHNSON

THIS AGREEMENT is entered into on this 26th day of September 1983 by and between W. E. Carroll, Tax-Assessor Collector, for Johnson County, and COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the CITY OF CLEBURNE, hereinafter referred to as "CLEBURNE."

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that W. E. CARROLL, Tax Assessor Collector for Johnson County, Texas, is duly licensed as a Certified Tax Collector and that the JOHNSON COUNTY TAX OFFICE has employed personnel who are fully qualified and legally empowered to collect taxes for CLEBURNE.

WHEREAS, CLEBURNE desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of its current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

WHEREAS, the JOHNSON COUNTY TAX OFFICE desires to contract with CLEBURNE for the collection of CLEBURNE'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

The JOHNSON COUNTY TAX OFFICE agrees to provide to CLEBURNE the following services:

1. Collect all current; delinquent taxes beginning on October 1, 1983.
2. Prepare tax notices and receipts on each parcel of property subject to taxation in Cleburne.
3. Mail to each taxpayer or his agent, a notice of tax due on October 1st, or as soon thereafter as practical.
4. Make daily deposits of all collections received by the JOHNSON COUNTY TAX OFFICE on behalf of CLEBURNE and assure that such collections are transferred to a financial institution selected by CLEBURNE on the following business day.

5. Issue all tax certificates on property taxes paid or unpaid.
6. Provide monthly reports of collection to CLEBURNE or its representative on or before the 20th day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
7. Mail no less than three (3) notices of tax due. The first notice to be mailed October 1st., or as soon thereafter as practical, and the second notice to be mailed on or about February 15th, or as soon thereafter as practical and the third to be mailed between May 1st and June 1st.
8. Prepare and file all reports with the State Property Tax Board as required.

For the services as provided above, CLEBURNE will pay to the JOHNSON COUNTY TAX OFFICE the sum of twenty cents (\$.20) per account to be due and payable to the JOHNSON COUNTY TAX OFFICE on or before the 1st day of December, 1983, plus onehalf of one percent ($\frac{1}{2}\%$) of all taxes, penalty and interest collected for each month beginning October 1, 1983, to be due and payable monthly on or before the 21st day of each month following the month in which such collections are made.

This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

This Agreement is to become effective upon the approval of the CITY OF CLEBURNE acting by and through its governing body, W. E. CARROLL, Tax Assessor Collector for Johnson County, Texas, and by the Commissioner's Court of Johnson County, Texas.

This Agreement may be cancelled by either party effective July 31, 1984, by either party giving to the other party a minimum of sixty (60) days prior notice, in writing, sent by Certified Mail, Return Receipt Requested.

This contract is for a one year period to begin on October 1, 1983, and to end on September 30, 1984. This contract may be renewed for successive one year periods by the governing bodies of CLEBURNE and the JOHNSON COUNTY TAX OFFICE.

All payments made by CLEBURNE to the JOHNSON COUNTY TAX OFFICE shall be made by CLEBURNE from current revenue available to CLEBURNE.

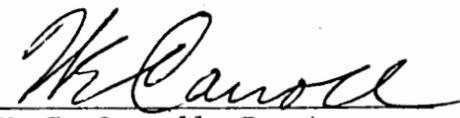
This Agreement is executed on this the 3rd day of Oct., 1983.

CITY OF CLEBURNE

JOHNSON COUNTY TAX OFFICE



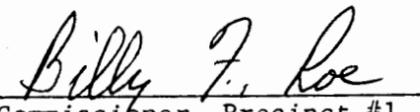
Mayor, CITY OF CLEBURNE



W. E. Carroll, Tax-Assessor
Collector



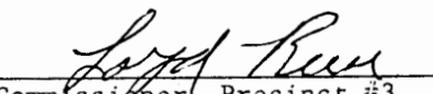
County Judge



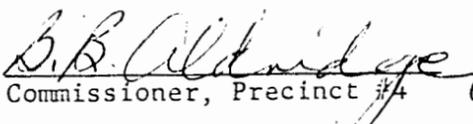
Commissioner, Precinct #1



Commissioner, Precinct #2



Commissioner, Precinct #3



Commissioner, Precinct #4

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to table for further discussion the request for additional pay for Tax Office employee's based upon the contract to collect taxes for the City of Cleburne. All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to authorize the County Auditor to pay cash for the Computer approved at the previous meeting of the Court, in the amount of \$29,000.00. All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to authorize County Auditor, Robert Wylie, to attend the annual conference of the County Auditors Association to be held in Midland on Oct. 19, 20 & 21, 1983. All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize payment of monthly bills as read by the County Auditor.
All voted aye
Recessed for Lunch: 12:05 Noon. Reconvened at 1:20 PM with all members of the Court present.

✓ No action was taken by the Court on the discussion of road and septic tank inspection.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the minutes of the previous meeting as read by the County Clerk.
All voted aye
A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Townner
County Clerk

B. B. Aldridge
County Judge

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

October 10, 1983 - 9:00 A.M.

I. PLAT APPROVALS

- 1. Dean Scott " Gordon's Eden"
- 2. Frank Amis " Granda Vista"
- 3. Don Stephens " Mansfield Acres"
- 4. Butch Allen " Oak View Village"
- 5. K. R. Shetter "Brushy Creek"
- 6. Fred Weisenberger " Dove Hill"
" Rolling Oaks"
" Pecan Valley"
" Rancho Villa"
- 7. Garrett Middlebrook " Cross-Timber Estates"

II. ADMINISTRATIVE

- 1.

III. GENERAL DISCUSSION

- 1. John Glenn I.B.M. Discussion
- 2. Storage
- 3. Cleaning Deposit for Community Room
- 4. New lawnmower
- 5. Furniture for Constables office in Precinct # 3

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 5252-17 of Vernon's Civil Statutes

Tommy Altaras

TOMMY ALTARAS
County Judge

POSTED: October 6, 1983
10:00 A.M.
JOHNSON COUNTY COURTHOUSE

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SWL

SOUTHWESTERN LABORATORIES
North Texas Region Geotechnical Division



Materials, environmental and geotechnical consultation, fundamental testing and analytical services
P.O. Box 224227 • 2575 Lone Star Drive • Dallas, Texas 75224 • 214/831-2700 • 283-1133

October 3, 1983

Mr. Mel Johnson
General Excavating and Equipment
Route 6, Box 324
Burleson, Texas

Dear Mr. Johnson:

Based on our conversation regarding substitution ratios for plant mixed asphaltic concrete and flexible base material, we offer the following comments. Good quality flexible base material can generally be substituted at a ratio of two (2) to two and one-half (2.5) inches of flexible base material for one (1) inch of plant mixed asphaltic concrete. We would consider a six (6) inch flexible base material with one and one-half (1.5) inches of plant mixed asphaltic concrete surface coarse at least equal to eight (8) inches of flexible base with a double coarse asphaltic surface treatment. The performance of either of these pavement sections depends on proper preparation of the subgrade and the use of good quality materials.

If we can provide additional information, please advise us.

Sincerely,

SOUTHWESTERN LABORATORIES, INC.

Michael L. Lester

Michael L. Lester, P.E.
Geotechnical Division

MLL/1a

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CHILDRESS and RECER
ENGINEERING and SURVEYING

ROBERT T. CHILDRESS, JR.
Registered Professional Engineer

CLIFFORD E. RECER
Registered Public Surveyor

128 S. RIDGEWAY
CLEBURNE, TEXAS 76031

TELEPHONE
817 645-9661
817 645-9662

October 6, 1983

Mr. Mel Johnson
General Excavating and Equipment
Route 6, Box 324
Burleson, Texas

Dear Mr. Johnson:

In reference to our conversation concerning substituting Hot-mix asphaltic concrete for crushed stone base, all available information shows that one inch of Hot-mix asphalt is equivalent to 2 to 2 1/2 inches of crushed stone.

The total strength of any pavement section depends upon good subgrade preparation and compaction and using quality materials for the base and surface being also compacted properly.

I believe that substituting 1 1/2" of Hot-mix asphaltic concrete on 6 inches of crushed stone base would be equal to or better than eight inches of crushed stone with penetration surface.

Sincerely yours,

CHILDRESS & RECER


Larry R. Barkman, P.E.

LRB/jp

✓ No action taken by the court on "Oak View Village" Subdivision. Butch Allen failed to appear.

✓ No action was taken by the court on the request of K. R. Shetter to file a Revised Plat "Bushy Creek" Subdivision Precinct No. 3.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Final Plat "Dove Hills" Subdivision Precinct #4, subject to the building of all roads within the subdivision to comply with County specifications, as set out in Johnson County Subdivision rules and regulations.

All voted aye.

✓ No action was taken by the court on "Cross-Timber Estates: Subdivision. Garrett Middlebrook failed to appear.

✓ Office furniture for Constable Precinct No. 4 will be obtained by Commissioner Reese, Precinct No. 4.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Judge to notify the Texas Employment Commission that a clean-up deposit will be required for use of the Community room.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the purchase of a new lawn mower for the courthouse.

All voted aye.

✓ No action was taken by the court on the presentation made by John Glenn, in regard to an IBM Computer System for use in the courthouse.

RECESS: 10:30 A. M.

RECONVENED: 11:00 A. M.

✓ No action was taken by the court, in regard to a request for a \$71,000.00 grant for the Juvenile Probation Department.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Auditor to check for buildings in down-town Cleburne that may be for rent or purchase. All voted aye.

RECESS FOR LUNCH: 12:10 P. M.

RECONVENED: 1:20 P. M.

All members present.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to create the Johnson County Quality Control Office, which will be responsible for:

1. All road inspections.
 2. Private sewage inspections.
- To Consist of:

1. Director at \$25,000.00 per annum, plus 23 cents per mile travel
2. Assistant Director at \$22,000.00 per annum plus 23 cents per mile travel.

Temporary office for 90 day trial will be set up in the County Auditor's Office.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to nominate Billy F. Roe, Commissioner of Precinct No. 1, as a nominee for Director of Central Appraisal District for 1984-1985.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to grant permission to shoot roads, due to weather forecast, in Brook Hollow and Barton Acres, subdivision Precinct No. 2. Shoot the final coat without waiting the customary 72 hours.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

There being no further business, court adjourned.

Joe L. Towner
COUNTY CLERK

Tommy Altus
COUNTY JUDGE

...ooo0ooo...

BOX	BALLOTS	BALLOT NUMBERS
1	400	401 - 800
2	1,200	801 - 2,000
3	1,200	2,001 - 3,200
4	1,200	3,201 - 4,400
5	1,200	4,401 - 5,600
6	200	5,601 - 5,800
7	1,000	5,801 - 6,800
8	1,000	6,801 - 7,800
9	60	7,801 - 7,860
10	1,200	7,861 - 9,060
11	1,200	9,061 - 10,260
12	1,200	10,261 - 11,460
13	500	11,461 - 11,960
14	300	11,961 - 12,260
15	200	12,261 - 12,460
16	1,200	12,461 - 13,660
17	1,200	13,661 - 14,860
18	1,200	14,861 - 16,060
19	500	16,061 - 16,560
20	600	16,561 - 17,160
21	1,200	17,161 - 18,360
22	800	18,361 - 19,160
23	800	19,161 - 19,960
24	200	19,961 - 20,160
25	400	20,161 - 20,560
26	500	20,561 - 21,060
27	800	21,061 - 21,860
28	1,500	21,861 - 23,360
29	400	23,361 - 23,760
30	1,400	23,761 - 25,160
31	100	25,161 - 25,260
Absentee	400	1 - 400

CONSTITUTIONAL AMENDMENT ELECTION

NOV. 8, 1983

*Belongs to
Min. 11-14-83*

AGENDA 703

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
NOVEMBER 1, 1983 - 9:00 A.M.

I. UNDER CONSTRUCTION

1. Kenneth Boyd "Twin Bridges"

II. PLAT APPROVALS

1. Bill McNabb " Brookhollow"
2. Don Stephens "Mansfield Acres"
3. Marvin Cartwright "Ponderosa Acres"
4. Bobby Murray " C & M Estates"
5. Raymond Dragoo " X Cell Estates"
6. F. J. Dunaway " Thousand Oaks Addition Lot 4R-B3
" Valley Ridge Place"
" Brushy Creek Lot A-Block3 "
" Oak Point Addition "
" Shadow Ridge Estate"
"Sheila Lane "
7. Elmo Coleman "Elmwood Estates"
8. Robert Beams "Highcrest Estates" *not coming*
9. Robert Wood " Sunshine Country Acres"
10. D. Stalculp " Falcon Crest"
11. Benny Cates " Oakwood Estates"

III. ADMINISTRATIVE

1. Juvenile Contract
2. Sheriff Huffman - Receptionist for Jail
3. Election Judges Fees
4. Lease on Annex in Burleson
5. Designation of Board Member to Palo Pinto Community Service
6. Bob Wylie - New purchases Corp.

IV. GENERAL DISCUSSION

1. Attorney Generals opinion of Historical Commissions
2. New Certification of Road Milage
3. Texas Dept. of Human Resources
4. Insurance Recommendations
5. Bethesda Water Supply - County Permit (Winnie Barton)
- 6.

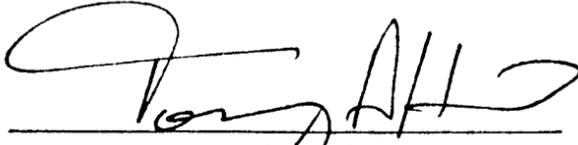
V. LAWSUITS

1. County vs. Subdivision

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article

NOVEMBER 1, 1983 AGENDA

6252-17 of Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: October 27, 1983
9:00 A.M.
JOHNSON COUNTY COURTHOUSE

ADDED LATE:

III. ADMINISTRATIVE

7. Official Ballot - Central Appraisal District

STATE OF TEXAS :
 : NOVEMBER 1, 1983
 COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County^{Judge,} and Joe L. Townes, County Clerk.

A plaque was presented to County Attorney Dan M. Boulware by Commissioner Billy F. Roe and a plaque was presented to Assistant County and District Attorney, by Commissioner B. B. Aldridge, Wayne Bridewell, for services rendered to Johnson County.

A motion was made by Commissioner Reese and seconded by Commissioner Russell to authorize Kenneth Boyd to make offers for the acquisition of five (5) parcels of land for the Twin Bridges Project, as appraised by Ben Surzgot:

1. Roy L. Bowden	.170 acres & improvement	\$ 1,183.00
2. C. R. McWilliams	.084 acres " "	\$ 686.00
3. C. R. McWilliams	.119 " " "	\$ 813.00
4. Larry Bransom	.288 " " "	\$ 1,658.00
5. C. E. Wallis	.468 " " "	\$ 3,076.00

and to order Title Insurance when each tract is purchased. All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to authorize the County Attorney to file a law suit against Raymond Drago for failure to file plat "Xcell Estates" Subdivision.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve the Final Plat "Brookhollow Addition" Subdivision Precinct No. 2, subject to each lot being at least 24,000 square feet.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to table the request to approve the Final Plat "Mansfield Acres" Subdivision, Precinct No. 3 until the next meeting of the Court November 14, 1983.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to approve the Final Plat "Ponderose Acres" Phase I subdivision, Precinct No. 2, subject to furnishing the court with either of:

1. Construction performance Bond
2. Cash, in the amount of \$32,500.00
3. Irrevocable Letter of Credit

All voted aye.

The court voted 3 to 0 not to accept the Plat for "C & M Estates" subdivision, Precinct No. 2 - until each lot has at least 20,000 square feet.

AGAINST: Billy F. Roe
 Loyd H. Reese
 B. B. Aldridge

ABSTAINED: David Russell

STATE OF TEXAS

COUNTY OF JOHNSON

Be it remembered that the Commissioners Court of Johnson County, Texas, met in regular session at its regular meeting place in the Courthouse on the 10th day of October, 1983, with all the members present and acting, to-wit:

A Motion was made by Commissioner WILLIE F. ROE to approve the application to the Council of Governments for assistance in the second (2nd) year for project funding in and on January 1, 1984 (1-1-84). Staffing of Juvenile Detention Personnell. This Project provides for four (4) Detention Workers, one (1) In-Take Officer, and one (1) Secretary for Johnson County. This action of approval for funding for the County's share of the Grant being approved by the Council of Governments.

The Motion and Resolution were seconded by Commissioner DAVID RUSSELL

The Motion and Resolution were declared to have carried .

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Johnson County, Texas approves this submission of staffing Juvenile Detention in its second (2nd) year Grant application to the Council of Governments.

Willie F. Roe
COMMISSIONER, PRECINCT 1

COMMISSIONER , PRECINCT 3

David Russell
COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 4

Tommy Allen
COUNTY JUDGE

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The State of Texas,
County of JOHNSON

Know All Men by These Presents:

Made this First day of October, A. D. 1983, by and between

James and Doris Couch

, known herein as LESSOR,

and

Johnson County Commissioners Court

, known herein as LESSEE,

(The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

WITNESSETH, That the said Lessor does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the County of Johnson, State of Texas, and being Rooms 100 and 102 to be occupied by the Johnson County Sub-Courthouse and Room 105 to be occupied by the Justice of the Peace, with the Reception area and Kitchen area, baths and corridors to be shared as common areas with other tenants,

for the term of one year beginning the first day of January A. D. 1984 and ending the thirty-first day of December, 1984, paying therefor the sum of Four hundred (\$400.00) plus 50% of the utilities DOLLARS. payable on the first of each month

upon the conditions and covenants following:

First. That Lessee will well and PUNCTUALLY pay said rents in manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.

Second. That the said premises shall be used for the Johnson County Sub-Courthouse

and for no other purpose.

Third. That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, IN WRITING, thereto first obtained.

Fourth. That on failure to pay the rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at Lessor's discretion and Lessor or Lessor's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of these presents.

Fifth. That Room 105 shall be the only designated smoking area in the building.

Sixth. That ninety days before expiration of the Lease, notice of intent to renew or not renew shall be made to Lessor.

IN TESTIMONY WHEREOF, The parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

James Couch
Doris Couch, LESSOR

Tom Allen, LESSEE

709

The court was advised to think about an appointment to the Palo Pinto Community Service Corporation Board of Directors.

✓ Attorney General's opinion that Historical Society Funds are County Funds and must be deposited with the County Treasurer.

**ATTORNEY GENERAL'S OPINION NO. JM-71
PERTAINING TO THE DISPOSITION OF
COUNTY HISTORICAL COMMISSIONS' FUNDS AND PROPERTIES**

It is our opinion that a county historical commission acts as an agent of the county and all of its property and funds are county funds, including interest, which must be deposited with the county treasurer. Furthermore, the county commissioners court has exclusive authority to approve the acceptance of real property donated to the county historical commission and of its subsequent disposition.

A county commissioners court may, if it so desires, create and appoint the members of a county historical commission for the purpose of implementing such programs of a local historical nature as may be suggested by the commissioners court and the Texas Historical Commission. The county historical commission is required to meet at least annually and must prepare an annual report reflecting its activities and recommendations to the commissioners court. The commission is required to "determine the existence of historical buildings and other historical sites, private collections of historical memorabilia, or other historical features within the county, and shall report the data collected to the Commissioners Court." (Vernon's Texas Civil Statutes Art. 6145.1)

Article 6081e, section 1, V.T.C.S., provides that

[a]ny county . . . may acquire by gift, devise, or purchase or by condemnation proceedings, lands and buildings, to be used for . . . historical museums, or lands upon which are located historic buildings, sites, or landmarks of state-wide historical significance . . . or any other archaeological, paleontological, or historical buildings, markers, monuments, or other historical features

A county historical commission is authorized only to make recommendations to the commissioners court concerning the acquisition of real and personal property of historical significance. Since article 6081e, quoted above, permits a county to acquire donated historical properties and since a county acts only through its commissioners court, it is our opinion that real property donated to a county historical commission must be accepted by the commissioners court before such donation takes effect. It follows that the commissioners court must approve the sale or other disposition of such real property.

Any funds, earned or donated, including interest, which come into the possession of employees or agents of a county historical commissioner must be deposited with the county treasurer. Therefore, the county historical commission is not authorized to maintain its own bank account for money received from fund raising events but must deposit these funds with the county treasurer. Any interest earned on such funds must be used and managed in the same manner required for the principal.

Summary

The acquisition and control of the property and finances of a county historical commission is an authority to be exercised by the county commissioners court. Donated property must be approved by the commissioners court and any funds realized by the commission must be deposited with the county treasurer.

JIM MATTOX
Attorney General of Texas

TOM GREEN
First Assistant Attorney General

DAVID R. RICHARDS
Executive Assistant Attorney General

Prepared by David Brooks, Assistant Attorney General

The certificate of road mileage for each precinct will be presented at the next regular meeting of the Commissioners' Court, November 14, 1983.

No action was taken by the court on the Temporary Emergency Relief Program administered through a contract with the Texas Department of Human Resources.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to equip emergency vehicles (Sheriff's cars) with First Aid kits and fire extinguishers.

All voted aye.



RECOMMENDATIONS TRANSMITTAL FORM

Date: 10/14/83

Agent's Name: Nitsche

Johnson County Commissioners Court
County Court House
Cleburne, Texas

IMPORTANT

The recommendations shown below were made as a result of a recent inspection of your premises. While each highlights a condition which could be improved, some are more important than others. You may expect your agent to contact you soon to discuss these specific recommendations:

1-3

OCT 11 1983

These recommendations are made as a result of a survey of Same and Jail House
By Teresa Abernathy On 9-29-83 Discussed with Bob Wylie & Ray Luther
Name of Engineer Date Name of Contact

RECOMMENDATIONS

- 11/15/83 1. The cracked windshield in car #601 should be replaced.
- 11/15/83 2. Emergency vehicles should be equipped with first aid kits. First aid kits should be restocked as needed.
- 11/15/83 3. Emergency vehicles should be equipped with fire extinguishers. Fire extinguishers should be serviced annually by a qualified fire equipment contractor. NFPA 10.

The above recommendations are essential for our continued coverage. Please verify compliance by 11/15/83.

Machelle Williams
Senior Casualty Analyst

This report does not include every loss potential, but relates only to the hazards examined; nor does it include violations of any federal, state, or local statute, ordinance or regulation except as specifically designated herein.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve the installation of a water line by Bethesda Water Supply Corporation within the north R-O-W line County Road 705, described by metes and bounds on exhibit and made a part of these minutes.

All voted aye.

APPROVAL

TO: Bethesda Water Supply Corporation
Johnson County, Texas

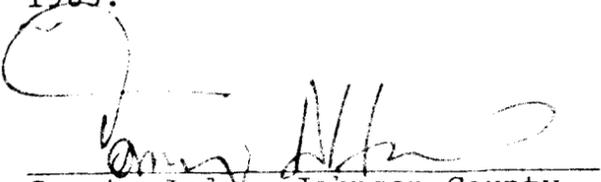
The Commissioners Court of Johnson County, Texas, has no objection to Bethesda Water Supply Corporation, a non-profit Texas corporation, locating within the North right-of-way line of County Road No. 705 the said corporation's water line. The right-of-way involved is shown on Exhibit "A" attached hereto. The said water line shall be installed at a depth of not less than 30 inches below the surface of the ground, within the said right-of-way. If at any time after the execution of this contract it shall become necessary that the water line be moved, for any purpose, the entire cost of moving said water line will be paid for by Bethesda Water Supply Corporation.

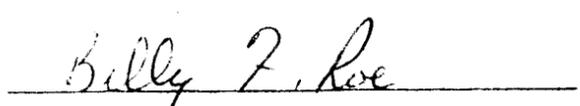
It is expressly understood that the Commissioners Court does not purport hereby to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use. All work on the County right-of-way shall be performed in accordance with County instructions. The installation shall not damage any part of the County roads, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.

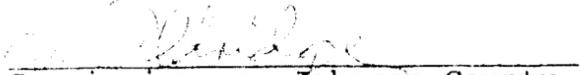
The herein named County will at no time be held liable for any damages to said water line while improving and maintaining County roads.

Dated this the 1 day of November,

1983.


County Judge, Johnson County,
Texas

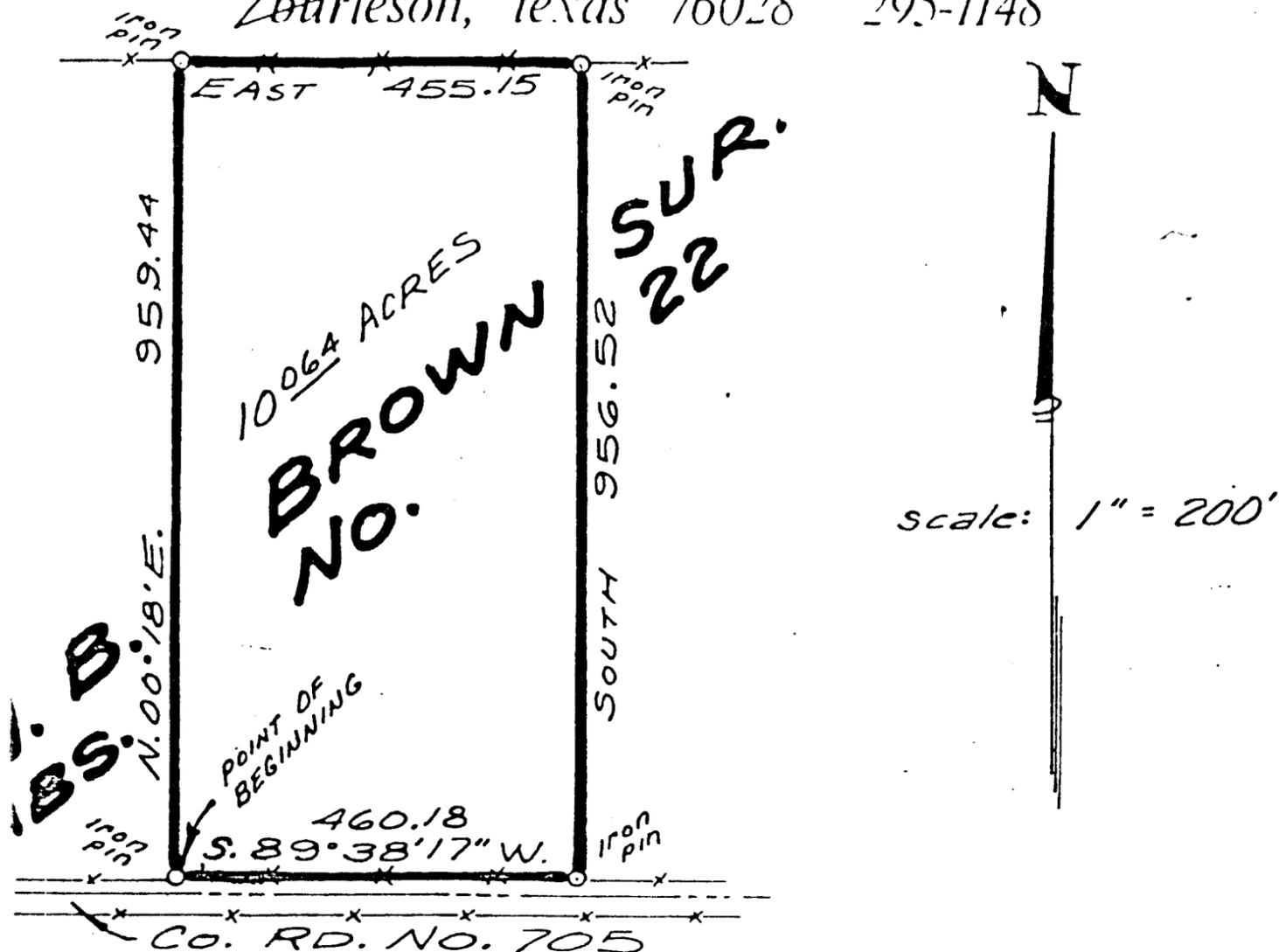




Commissioners, Johnson County,
Texas

TRIANGLE surveying company

p. o. box 546

burleson, texas 76028 295-1148



KETCH SHOWING SURVEY OF A 10.064 ACRE TRACT OF LAND OUT OF THE J. B. BROWN SURVEY, ABSTRACT 0. 22, IN JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT AN IRON PIN IN THE NORTH LINE OF COUNTY ROAD NO. 705, SAID POINT BEING NORTH 00 DEGREES, 18 MINUTES EAST, 17.0 FEET AND NORTH 89 DEGREES, 46 MINUTES, 17 SECONDS EAST, 453.61 FEET FROM THE SOUTHWEST CORNER OF SAID BROWN SURVEY;

HENCE NORTH 00 DEGREES, 18 MINUTES EAST, 959.44 FEET TO AN IRON PIN FOR CORNER IN A FENCE LINE;

HENCE EAST, ALONG SAID FENCE, 455.15 FEET TO AN IRON PIN FOR CORNER;

HENCE SOUTH, 956.52 FEET TO AN IRON PIN FOR CORNER IN THE NORTH LINE OF SAID COUNTY ROAD NO. 705;

HENCE SOUTH 89 DEGREES, 38 MINUTES, 17 SECONDS WEST, ALONG A FENCE AND ALONG THE NORTH LINE OF SAID COUNTY ROAD, 460.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.064 ACRES OF LAND.

JKI/jr

5.5 apr

Tommy Altaras, County Judge for Johnson County, Tx (N)

50-0002

Borrower(s) (Tommy Altaras, County Judge for Johnson County, Texas & County Courthouse Cleburne, Texas 76031)	Lender's Name & Address (First National Bank in Cleburne 403 North Main - Box 537 Cleburne, Texas 76031)	Inception Date (Oct. 31, 19 83)
		Maturity Date (Dec. 29, 19 84)
		Loan No. _____
		Loan Amt. \$ 140,000.00

undersigned Borrower(s) (if more than one, jointly and severally and hereinafter, whether one or more, called Borrower) promises to pay to the order of the above-named Lender (at the Lender's address shown above) Principal Sum of ONE HUNDRED FORTY-THOUSAND AND NO/100 Dollars,

interest from Oct. 31, 1983 until final maturity at the rate of 5.5 per cent per annum, payable according to the following payment schedule (select only one):

Upon demand. (b) Upon demand, but if no demand is made, then on Dec. 29, 19 84 (c) On _____, 19 _____

and interest is due and payable _____ and at the maturity indicated.

If checked, this Note is payable in equal _____ installments of \$ _____ each, beginning _____, 19 _____, and on the same day

of each _____ thereafter until _____, 19 _____, when the unpaid balance of principal and interest shall be due and payable.

TABLE INTEREST RATE: If checked, the interest rate on this Note is subject to change from that stated above, so as to be _____ percentage points above the following selected Index Rate:

The prime rate of _____

variable interest rate applies to this Note: (a) the amounts of all payments scheduled above will be adjusted to reflect changes in effective interest rates, and (b) if no Post Maturity Interest rate is specified below, the best rate after final maturity will be the interest rate in effect at final maturity.

the interest rate on this Note shall not be less than the annual rate of _____ per cent. _____ Post rate on this Note shall not exceed the annual rate of _____ per cent.

withstanding anything to the contrary contained herein, the interest rate on this Note shall at no time exceed the highest contract rate permitted by law.

changes in the Index Rate shall take effect on this Note: on the same day; on the day following the _____ on the first day of the _____ following the day; such changes in the Index Rate take effect.

INTEREST: All payments, whenever made, shall apply first toward accrued interest, with the remainder of payment applying toward principal.

SET-OFF: Lender may at any time before or after Default exercise its right to set-off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Lender to the Borrower (whether owned by the Borrower alone or in conjunction with any other person or entity, provided that the Borrower has a beneficial interest therein) without prior notice to the Borrower. This right applies to and includes but is not limited to any funds on deposit with the Lender, provisionally, in escrow (subject to the terms of any special agreement therefore) for collection, or in any time or open accounts.

DEFULT AND ACCELERATION: The Borrower shall be in Default upon the occurrence of any one or more of any of the following events: (1) the Borrower shall fail to pay, when due, any amount required hereunder, or any other indebtedness of the Borrower to the Lender or any third parties; (2) any warranty or representation made by the Borrower shall prove to be false or misleading in any respect; (3) the Borrower or any guarantor of this Promissory Note shall liquidate, merge, dissolve, terminate its existence, suspend business operations, die (if an individual), have a receiver appointed for all or any part of its property, make an assignment for the benefit of its creditors, or file or have filed against it any petition under any existing or future bankruptcy or insolvency law; (4) any change occurs in the condition or affairs (financial or otherwise) of the Borrower or any guarantor of this Promissory Note which, in the opinion of the Lender, impairs the Lender's security or increases its risk with respect to this Promissory Note; (5) Borrower fails to keep any promise under any agreements intended to secure the repayment of this Promissory Note; or (6) Lender reasonably deems itself insecure. Unless prohibited by law, the Lender may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after Default, as such term is defined in this paragraph.

PREPAYMENT: The unpaid principal amount of this Note shall bear _____ interest until final maturity, including maturity by acceleration, at the annual rate of _____.

WAIVER: Demand, presentment, protest, notice of non-payment, dishonor of this Promissory Note are hereby waived. Lender may release any party or security, and loans to any party or contractually release its relationship to or the obligation of any party without waiving or affecting the obligation of any party to this Note. A party to this Note is any maker, surety, endorser or guarantor. Waiver by the Lender at any time of any right conferred by this Note, or any agreement securing same will not affect the Lender's future exercise of said right or any other right.

SECURITY: (a) In addition to Lender's right of set-off set forth above, Lender is secured by the proceeds and unearned premiums of any insurance policy purchased by the Borrower in connection with the Loan evidenced hereby. Borrower agrees to keep any Collateral during this Note insured against such risks, with such limits, and upon such additional terms and conditions as Lender may reasonably require. Lender shall be named as additional loss payee under said policies and shall be authorized (but not required or obligated) to act as attorney in fact for Borrower in making and settling claims under said policies and endorsing Borrower's name on any such checks paying losses under said policies. (b) This Note may be secured by prior or subsequent security documents notwithstanding that such security is not indicated hereon. (c) Borrower hereby grants to Lender a security interest in all other personal property of the Borrower of every kind and description which is now or hereafter comes into the possession of the Lender for any reason, including, but not limited to property delivered under for safekeeping, or in connection with the sale, lease or exchange, and all dividends and distributions on and other rights in connection with such property.

If checked, Collateral is secured by a separate _____ dated _____, 19 _____

If checked, Collateral is secured by the Security Agreement hereafter and Borrower hereby grants to the Lender a Security Interest under the Uniform Commercial Code in the following described Collateral:

_____ All inventory of the Borrower, whether now owned or hereafter acquired and wherever located.

EQUIPMENT: All equipment of the Borrower, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, and the goods described in any equipment list or schedule herewith or hereafter furnished to Lender by Borrower (but no such schedule or list need be furnished in order for the Security Interest granted herein to be valid as to all Borrower's equipment)

FARM PRODUCTS: All farm products of the Borrower, whether now owned or hereafter acquired, including but not limited to (a) all poultry and livestock and their young, products thereof and produce therefrom, and all crops, whether annual or perennial, and the products thereof, and all feed, seed, fertilizer, medicines and other supplies used or produced by Borrower in farming operations

ACCOUNTS AND OTHER RIGHTS TO PAYMENT: Each and every right of the Borrower to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Borrower, out of a rendering of services by the Borrower, out of a loan by the Borrower, out of the overpayment of taxes or other liabilities by the Borrower or otherwise arises under any contract or agreement, whether such right to payment now is or is not already earned by performance, and however such right to payment may be evidenced, together with all of the rights and interest (including all benefits of security interest) which Borrower may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

GENERAL INTANGIBLES: All general intangibles of the Borrower whether now owned or hereafter acquired, including but not limited to, applications for patents, copyrights, trademarks, trade secrets, goodwill, franchises, customer lists, permits and franchises, and the right to use Borrower's name.

In addition to any property generally described above, the following Collateral: _____

Unsecured

together with all parts, accessories, repairs, improvements and accessions thereto; and proceeds, products and issue therefrom now or hereafter at any time made or acquired. (See other side for additional terms).

If checked, this is a Purchase Money Loan. Description of Real Estate if above Collateral is crops, growing or to be grown, timber, minerals (including oil or gas) or fixtures _____

Use of Credit: General Operating Expenses for Jail

Borrower will use Collateral listed on this Security Agreement for: Farming operations Business purposes _____

_____ If other than Borrower, name of Borrower's owner: _____

If checked, this Agreement is to be filed (for record) in the real estate records

_____ person who signs within this enclosure hereby grants to the Secured Party a Security Interest in the collateral listed in Paragraph (e) but assumes no personal obligation to repay this Loan. By signing below, the Borrower(s) signs this Note & Security Agreement and agrees to the Terms and Conditions on the reverse side hereof

Signed _____ Date _____

Signature: X Tommy Altaras (Borrower)

Signature: XX Tommy Altaras, County Judge for Johnson County, Texas (Borrower)

Signature: XXX _____ (Borrower)

AUTHORIZED SIGNATURE OF LENDER - SIGN ONLY IF NECESSARY FOR FILING THIS DOCUMENT OR A COPY HEREOF

ANKERS SYSTEMS, INC., 1980, ST. CLOUD, MINN., FORM PMSV 7/80 PROMISSORY NOTE & SECURITY AGREEMENT - NOTICE: See other side for important information which is part of this Document

A mption was made by Commissioner Roe and seconded by Commissioner Reese to approve Treasurer's Report from 7/1/83 - ending 9/30/83.

All voted aye.

Authorized the County Auditor to advertise for a Secretary - Quality Control Office - starting salary \$8,500.00 per year.

A motion was made by Commissioner Roe and seconded by Commissioner Russell to authorize County Auditor to advertise for bids on four (4) pick-up trucks for Johnson County.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize the County Auditor to advertise for bids to demolish a County owned building at the corner of James and Mill Streets, Cleburne, Texas.

All voted aye.

A motion was made by Commissioner Russell and seconded by Commissioner Reese to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Townes
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo...

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

NOVEMBER 14, 1983 - 9:00 A.M.

I. PRESENTATION

1. CHAMBER OF COMMERCE/ INDUSTRIAL BOARD

II. UNDER CONSTRUCTION

1. Kenneth Boyd F.M. 3048 (Parcel No 24 & 25)

III. PLAT APPROVALS

1. Bobby Moore "Walnut Creek Estates"
2. Harold Burton "New Road - Keene Distributors" *Called not comin.*
3. Everett B. Fraizer "Rock Creek Estates"
4. Don Stephens "Mansfield Acres"
5. Bobby Murray "C & M Estates"
6. Fred Wisenberger "Rolling Oaks"
"Pecan Valley"
"Cato Forrest"
7. Ralph Natress "Waldon Estates"
8. D. Stalcup "Falcon Crest"
9. Robert Beams "Highcrest Estates"
10. Robert Wood "Sunshine Country Acres"
"Martin Creek Estates"

IV. ADMINISTRATIVE

1. Appointment to Palo Pinto Community Service Corp.
2. Certificate of Road Milage
3. Temporary Emergency Relief Program
4. Storage
5. Request for bids on replacing Cash Registers in Auto License
6. Tax Office Collections for October
7. Report on Voting Boxes
8. Return of the Election 11-8-83
9. Proposed Resolution (Bush Vs. Viterna)
10. Program of Comprehensive Emergency Management

V. GENERAL DISCUSSION

1. Donna Legg - Family Week Proclamation
2. TTLA Seminar

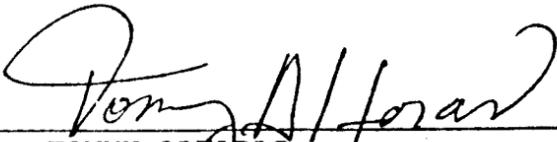
AGENDA - NOVEMBER 14, 1983

Continued

VI. ROADS

1. Mrs. J. C. Morgan

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: November 10, 1983
JOHNSON COUNTY COURTHOUSE
10:00 A.M.

CLEBURNE CHAMBER OF COMMERCE

and

**CLEBURNE INDUSTRIAL
DEVELOPMENT FOUNDATION, INC.**P. O. BOX 701 - 645-2455
CLEBURNE, TEXAS 76031

November 8, 1983

TO: Members of Boards of Directors of Cleburne Chamber of
Commerce and Cleburne Industrial Development Foundation, Inc.

SUBJECT: Meeting with Commissioners Court

At a joint meeting of the executive committees of the above organizations, it was decided that the boards, along with other persons representing all areas of Johnson County, should appear before the Commissioners Court of Johnson County at its meeting at 9:00 a.m. Monday, November 14, 1983.

The appearance will be for the purpose of requesting the Court to grant a committee composed of representatives of these two organizations, along with representatives of the other areas of the county, a period of time (two years seemed to be the most favored term), to pursue the possibility of securing a four year college campus for the county, to use the present Memorial Hospital building when it is no longer used for hospital purposes.

The idea proposed is that Hill Junior College would provide the first two years of college work, and that a connection with some senior college be secured whereby it would provide the last two years. This is agreeable with Hill Junior College.

Community support for such a project is vital and your presence at this appearance would be most helpful.

If it is possible for you to do so, please be at the Commissioners courtroom at 9:00 a.m. Monday, November 14, to lend your support to this project.

Yours very truly,

John S. Butner
John S. Butner
Executive Vice President

✓ No action was taken by the court, in regard to "Walnut Creek Estates" Sub-division.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to approve the Final Plat "Rock Creek Estates" Subdivision, Precinct No. 2, subject to the approval by the County Attorney as to verification of sales.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve the Final Plat "Mansfield Acres" Subdivision, Precinct No. 3, subject to the central sanitation system receiving State approval.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to approve the Preliminary Plat "C & M Estates" Subdivision, Precinct No. 2. Bobby Murray to deposit \$500.00 inspection fee.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Final Plat "Pecan Valley" Subdivision, Precinct No. 4.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve Final Plat "Caddo Forrest" Subdivision, Precinct No. 2, subject to verification of 80% sales.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve Final Plat "Rolling Oaks" Subdivision, Precinct No. 4, subject to posting of bond, or irrevocable letter of credit.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve Preliminary Plat "Walden Estates" Subdivision, Precinct No. 2. To deposit \$500.00 inspection fee and furnish PWC Statement, in regard to water system.

All voted aye.

✓ The court passed for further study the request of D. Stalcup to approve the variance of lot sizes on first and second streets in "Falcon Crest" Subdivision, Precinct No. 2. Commissioner of Precinct No. 2 to make an on site inspection and make his recommendation to the court.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to approve Final Plat "High Crest Estates" Subdivision, Precinct No. 2. To furnish court with approval letter from PWC.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve the Preliminary Plat "Sunshine Country Acres" Subdivision, Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to approve the Preliminary Plat "Martin Creek Estates" Subdivision, Precinct No. 2. To furnish PVC water approval.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to proclaim "Family Services Week" in Johnson County November 20 - 26 - 1983.

All voted aye.

Appendix A

Sample Mayor's/Official's/Governor's Proclamation

Family Week
November 20-26, 1983

WHEREAS, family life reflects the values of a caring society, and

WHEREAS, families are among society's most valued institutions, and

WHEREAS, families influence the behavior of their members, and

WHEREAS, families need and deserve support, and

WHEREAS, Thanksgiving week is a time to celebrate and renew our commitment to strong family life,

NOW, THEREFORE, I (Official's Name), Mayor/Governor of the City/State of (City or State's Name), do hereby proclaim the week of November 20-26, 1983, Family Week in (Name of City or State).

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve Final Plat "Shelia Lane Addition" Subdivision, Precinct No. 3, subject to posting of cash, bond or irrevocable letter of credit.

All voted aye.

✓ Mileage for each precinct to be furnished to the State Department of Highways and Public Transportation, as follows:

Precinct No. 1	195 miles
Precinct No. 2	225 miles
Precinct No. 3	225 miles
Precinct No. 4	260 miles

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve Temporary Emergency Relief Program between the State of Texas and Johnson County - counties part \$2,000.00.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the returns of the Constitutional Amendment Election, November 8, 1983, as canvassed in open court.

All voted aye.

page 702.

✓ The request of Mrs. _____ county to clear the dedicated roadway of trees running adjacent _____ of CR 803-A will be presented to the County Attorney by Judge ~~Aldridge~~ and Commissioner Russell for his legal opinion regarding this request.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to make a part of these minutes the non-objective transmittal from the Department of Justice for voting box changes in Johnson County. That the Geographical changes be made a part of the official voting precinct records of Johnson County.

All voted aye.



U.S. Department of Justice

WBR:SSC:RJW:dyw:gml
DJ 166-012-3
H6016-6017
H7752-7758

October 31, 1983

Honorable Tommy Altaras
Johnson County Judge
Courthouse - Third Floor
Cleburne, Texas 76031

Dear Judge Altaras:

This is in reference to the realignment of voting precincts; the elimination of two voting precincts and the polling places therefor; the creation of a new voting precinct and the polling place therefor; and the two polling place changes in Johnson County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973c. We received your initial submission on August 30, 1983; supplemental information was received on October 6, 1983.

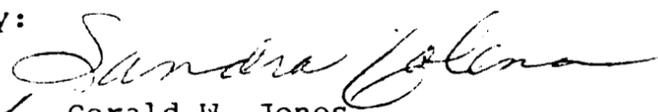
The Attorney General does not interpose any objections to the changes in question. However, we feel a responsibility to point out that Section 5 of the Voting Rights Act expressly provides that the failure of the Attorney General to object does not bar any subsequent judicial action to enjoin the enforcement of such changes. In addition, as authorized by Section 5, the Attorney General reserves the right to reexamine this submission if additional information that would otherwise require an objection comes to his attention during the remainder of the sixty-day review period. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.42 and 51.48).

Submissions under Section 5 should be addressed to the Assistant Attorney General, Civil Rights Division, Department of Justice, Washington, D.C. 20530. The envelope and first page should be marked: Submission under Section 5 of the Voting Rights Act. See also 28 C.F.R. 51.22.

Sincerely,

Wm. Bradford Reynolds
Assistant Attorney General
Civil Rights Division

By:


for Gerald W. Jones
Chief, Voting Section

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to authorize the payment of \$184.22 to South Coast Mtg. Company from the General Fund and a check for \$12.96 to a Mr. Meyer for overpayment of taxes.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to take bids for six (6) cash registers for the Automobile License Department County Tax Office, four (4) for Cleburne office and two (2) for sub-courthouse, Burleson, Texas.

All voted aye.

RECESSED FOR LUNCH - 11:55

RECONVENED AT 1:15 P. M. WITH ALL MEMBERS OF THE COURT PRESENT.

✓ The court appointed Billy Roe, Commissioner of Precinct No. 1, as the County representative Palo Pinto Community Service Corporation, to authorize mileage at 23 cents per mile.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to appoint County Judge, Tommy Altaras, Director of Emergency Management for Johnson County.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to send a letter, without a resolution, to the Texas Association of Counties with a voluntary contribution of \$1,000.00 for the intervention in the law-suit (Bush Vs. Viterna). Other funds requested will be reviewed by the court.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize Judge Altaras to attend Texas Trial Lawyers Association Judicial Conference, Austin, Texas, December 2, 1983.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ The court ratified the past policy that the minimum lot size for subdivisions in Johnson County is 20,000 square feet.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve minutes of the previous meeting, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adjourn.

All voted aye.

Joe L. Townes
County Clerk

Tommy Altaras
County Judge

STATE OF TEXAS |
COUNTY OF JOHNSON |

ORDER APPOINTING INTERNAL AUDITOR

On this the 8th day of November, the undersigned District Judges of the 18th and 249th Judicial Districts, which Districts includes Johnson and Somervell Counties, hereby appoints Nancy Hellewell as Assistant Internal Auditor to serve at the discretion of the County Auditor.

It is further ordered that her salary shall be in the amount of \$12,000.00 per year, payable in equal bi-monthly payments.

It is further ordered that this action shall be recorded in the minutes of the District Courts of Johnson County, Texas, and the District Clerk 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.

E. Byron Crosier

E. Byron Crosier, District Judge
18th Judicial District of Texas

C. C. (Kit) Cooke

C. C. (Kit) Cooke, District Judge
249th Judicial District of Texas

Date 11-16-87

This is to certify that this is a true and correct copy.

(Seal)

District Clerk
Cleburne, Johnson County,
Texas

By *[Signature]*

[Signature]

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unknown attachment.

?? Minutes

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

DECEMBER 1, 1983 - 9:00 A.M.

I. Johnson County Health Facilities Development Corporation

II. PLAT APPROVALS

<u>Subdivisions</u>	<u>Owners</u>
1. Twin Pecan Estates	Mrs. D. J. Williams_
2. Happy Meadows Hidden Lakes	Bob Mahaney - Attorney_
3. Shelia Lane	J. N. Cochran_
4. Sierra Estates	Pratt Phillips_
5. Golden 60's	Silvio Pica_
6. Four Season Development	Marvin Cartwright_
7. Fox Hollow (Old)	Clayton Pasley_
8. Homesteads Phase 9-A & 6	Pete Newberry_
9. Forrest Addition Phase I & II	Jeff Johnson_
10.	Brad Ellis_

III. ROADS

- | | |
|-----------------------|----------------|
| 1. Keene Distributors | Harold Burton_ |
|-----------------------|----------------|

IV. GENERAL DISCUSSION

1. Revision of Plats - 3 week waiting period.
2. Time to complete road after filing of bond.
3. Revenue Sharing - New Requirement
4. Sale of Federal Lands at Lake Whitney
5. Certification of Judge Post & Judge Patterson
6. Commissioners' Suggestions on Plat Regulations.
7. Certification of Election to Commissioner Billy F. Roe
8. Consideration of hiring additional help for Quality Control Board

V. ADMINISTRATIVE

1. Final Voting Precinct changes

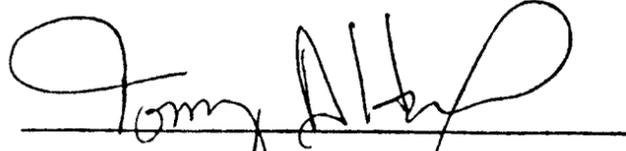
VI. EXECUTIVE SESSION

1. Lawsuit
2. Building purchase consideration

AGENDA - December 1, 1983 Continued

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And, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.



TOMMY ALTARAS
County Judge

POSTED: November 28, 1983
Johnson County Courthouse
10:00 A.M.

MINUTES OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS OF JOHNSON COUNTY
HEALTH FACILITIES DEVELOPMENT CORPORATION

THE STATE OF TEXAS X

COUNTY OF JOHNSON X

The Board of Directors of the Johnson County Health Facilities Development Corporation convened its organizational meeting at 9:00 a.m. on the 1st day of December, 1983, at Johnson County Courthouse, Cleburne, Texas, said meeting having been called by a majority of the incorporators of the Corporation. Present at the meeting were the following members of the initial Board of Directors named in the Articles of Incorporation:

Tommy Altaras
Billy Bob Aldridge
Loyd Reese
David Russell
Billy E. Roe

with none absent, thus constituting a majority and a quorum of the initial Board of Directors.

Articles of Incorporation

The first matter to come before the Board of Directors was the receipt and approval of the Articles of Incorporation and the Certificate of Incorporation of the Corporation as filed with the Secretary of State of the State of Texas. By motion duly made, seconded and carried by a unanimous vote, the Board of Directors approved the Articles of Incorporation and the Certificate of Incorporation and directed that a copy of each be filed in the official records of the Corporation.

Bylaws

The Board of Directors next considered the adopted of corporate Bylaws. A document entitled "Bylaws of Johnson County Health Facilities Development Corporation" was presented to the Board of Directors of the Corporation and it was explained that the Commissioners Court of Johnson County had previously reviewed and approved the document for use and adoption by the Corporation as corporate bylaws. By motion duly made, seconded and carried by a unanimous vote, the Board of Directors adopted the Bylaws as presented and directed that a copy of the Bylaws be filed in the official records of the Corporation.

THE STATE OF TEXAS X

COUNTY OF JOHNSON X

We, the undersigned, being all the members of the initial Board of Directors of the Johnson County Health Facilities Development Corporation (the "Corporation") named in the Articles of Incorporation of the Corporation, do hereby waive the requirements of the Health Facilities Development Act, Article 1528j, Vernon's Annotated Texas Civil Statutes, and any and all other requirements of law, relating to notice of the organizational meeting of the Corporation held on this date for the purpose of considering and acting upon any matters which come before the Board for action.

WITNESS OUR HANDS AS OF THIS 1st day of December, 1983.

Tommy Altaras
Tommy Altaras

Billy Bob Aldridge
Billy Bob Aldridge

Loyd Reese
Loyd Reese

David Russell
David Russell

Billy F. Roe
Billy F. Roe

Officers

The Board of Directors next considered the matter of appointing officers of the Corporation, including a President, Vice President and a Secretary/Treasurer. By motion duly made, seconded and carried by unanimous vote, the Board of Directors appointed the following slate of officers:

<u>Billy Bob Aldridge</u>	President
<u>Loyd Reese</u>	Vice President
<u>Billy F. Roe</u>	Secretary
<u>David Russell</u>	Treasurer

Each officer so appointed, being present, accepted his or her office.

Principal Corporate Office

The Board of Directors next considered the establishment of a principal corporate office. By motion duly made, seconded and carried by a unanimous vote, the Board of Directors established Johnson County Courthouse, Cleburne, Texas, as the principal corporate office of the Corporation.

Appointment of Counsel and Request
For Sales and Use Tax and Franchise Tax Exemption

The Board of Directors next considered the matter of appointing legal counsel of the Corporation. By motion duly made, seconded and carried by unanimous vote, the Board of Directors appointed the law firm of HALLMAN & PRITCHARD as counsel to the Corporation.

A letter to the Comptroller of Public Accounts requesting that the Corporation be exempted from payment of State and local sales and use taxes and franchise taxes was then presented to the Board for review. After discussion, and upon a motion duly made, seconded and carried by unanimous vote, the Board authorized the law firm of HALLMAN & PRITCHARD to execute the letter on behalf of the Corporation.

There being no further business to come before the Board of Directors, the meeting was adjourned.

Billy F. Roe
Secretary

APPROVED:

B. B. Aldridge
President

(SEAL)

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the Final Plat "Twin Pecan Estates" Subdivision, Precinct No. 4. -

- 1. Subject to filing unrevocable letter of credit.
- 2. To develop according to plans and specifications and completed within one year.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Final Plat "Hidden Lakes Estates" Subdivision, Precinct No. 3, subject to filing of bond or irrevocable letter of credit.

All voted aye.

✓ No action taken by court on the request to approve the Plat of "Happy Meadows" Subdivision, Precinct No. 3.

✓ No action taken by the court on the request to approve the Plat of "Golden 60's" Subdivision, Precinct No. 3.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve the Final Plat "Ponderosa Acres" Subdivision Phase I, Precinct No. 2.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat, "April Meadows" Subdivision, Precinct No. 3.

All voted aye.

✓ No action taken by the court on the request to approve the Plat "Fox Hollow" Subdivision, Precinct No. 2.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat "Homesteads" Subdivision Phase 9-A, Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to approve Final Plat "Forrest Addition" Subdivision Phase I, Precinct No. 3 - subject to filing Letter of Irrevocable credit, in the amount of \$21,000.00 and letter of drainage made a part of these minutes.

All voted aye.


WANI, APEL & ASSOCIATES, INC.
 CONSULTING ENGINEERS

Kanti M. Wani, Ph.D., P.E.

Edwin A. Apel, P.E., R.P.S.

November 18, 1983

COMMISSIONERS COURT
 JOHNSON COUNTY COURT HOUSE
 Cleburne, Texas 76031

RE: THE FOREST ADDITION
 Burleson, Johnson County, Texas

ATT: Mr. Phil Szurgott
 Project Representative

Dear Sir:

In accordance with the request of Mr. Jeff Johnson, Project Manager for the referenced Addition, to study the current conditions surrounding the drainage and routing of same from the subdivision relative to the drainage work recently carried out and we wish to report the following:

- A. The size of the area currently contributing Storm Drainage from the Forest Addition remains the same as before or previous to installation of the subdivision.

In other words, no new areas are being added or included with the original drainage area.

- B. The ditches on each of the two new N-S Streets are graded for drainage to reach County Road No. 531 before turning Westerly for discharge to the low point of draw located on the West Edge of the Subdivision. This increased travel distance will offset most of any increase in storm flow discharge rate due to the roadway ditches and other drainage improvements.
- C. The constructed routing of the street drainage is logical in that even though channel drainage was constructed directly to the low point of the draw at the West Edge of the Addition. The road ditch routing as is now constructed would still be required to be constructed due to the Southward direction of the drainage from both of the new streets.

We feel very strongly that the newly constructed drainage system for the Subdivision cannot realistically be altered without incurring other new and drastic drainage problems.

We therefore suggest that the developers provide any necessary protection for slopes by seeding of the roadway shoulders and ditch slopes for quick restoration of ground cover.

1062 FOREST AVENUE * FORT WORTH, TEXAS, 76112 * 817-654-1345 (Metro)

We trust that the above statements are self explanatory, however, should any question remain, please advise.

Very truly yours,

WANI, APEL & ASSOCIATES, INC.,
CONSULTING ENGINEERS

BY: *Edwin A. Apel*
Edwin A. Apel, P.E.
Project Engineer

EAA:ga

c.c. - Mr. Jeff Johnson - Developer Rep.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Preliminary Plat "Forrest Addition", Phase I^I, subdivision, Precinct No. 3 - to deposit \$500.00 inspection fee.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve for filing a sub-divided tract of land sold by metes and bounds in 1981, as presented by Brad Ellis. Tract located FM 1192, Brazos River part in Johnson County and part in Hood County. To state on Plat Johnson County will not maintain road in this tract. JOHNSON ACRES

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve the Preliminary Plat "Falcon Crest" Subdivision, Precinct No. 2, as recommended by David Russell, Commissioner of Precinct No. 2.

All voted aye.

EXECUTIVE SESSION: 11:05 A. M.

RECONVENED: 11:50 A. M.

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY

San Marcos, Texas 78666

(512) 245-2349

November 16, 1983

Hon. Tommy Altaras
Johnson County
Courthouse
Cleburne, Texas 76031

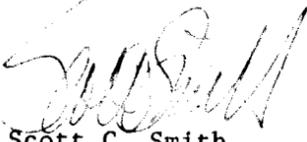
Dear Judge Altaras:

During the week of November 8-11, 1983, Judges Joe Y. Post and Lorene Patterson successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,


Scott C. Smith
Executive Director

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to appoint the following Committees to the Local Grievance Procedure under the Revenue Sharing Program.

1. Judge Tommy Altaras
2. County Clerk, Joe L. Townes
3. Auditor, Robert M. Wylie

All voted aye.

LUNCH - 12:05

RECONVENED at 1:20 P. M. with all members of the court present.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe that Preliminary Subdivision plans be submitted to the Quality Control Office a minimum of three weeks before they can be submitted to the Commissioners' for approval or denial.

All voted aye.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese that revision of subdivision plats must be posted on the Agenda three (3) weeks prior to approval. All requirements for subdivision approval must be met before presentation to the Commissioners' Court.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese that a \$500.00 minimum fee is required for each subdivision plat, or phase, presented to the Commissioners' Court for approval.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to re-affirm and ratify that the minimum lot size for all subdivisions in Johnson County in 20,000 sq. ft.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese that all road penetration in subdivisions will be done from April 15 to October 15 in each year.

✓ Time can be extended to November 15 on hot mix overlay (only), subject to the approval of the Quality Control Office inspector.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese that all roads in subdivisions must be complete within one year after filing of bond, or irrevocable letter of credit.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe that voting box changes be made a part of these minutes.

Combine box 6 with box 5 - combine box 9 with 8 - divide Box 28 - Create new Box 9- change Box 31 to new Box 6 - Change Voting place Box 30 from Coleman School to First United Methodist Church, corner Colonial and Westhill Drive and to approve the new precinct boundaries.

All voted aye.

VOTING PRECINCT NO. 5: First Baptist Church, Burleson

STARTING AS A POINT OF BEGINNING on the Johnson County-Tarrant County line where it is bisected on the east side of Interstate 35 West;

THENCE south along the east side of Interstate 35 West to where it is bisected by Village Creek;

THENCE southwest along the center line of the meanders of Village Creek to its intersection with Shannon Creek;

THENCE northwest along the center line of the meanders of Shannon Creek to its intersection with State Highway 174;

THENCE north along the center line of State Highway 174 to its intersection with Interstate 35 West at the Johnson County-Tarrant County line, the point of beginning.

VOTING PRECINCT NO. 6: Freedland Highland Community Center

STARTING AS A BEGINNING in the mouth of Hamms Creek on the Brazos River;

THENCE in a northerly direction with the center of said Hamms Creek following its meanders to the head of said creek;

THENCE in a northerly direction to a point in the north line of the J. Dabney Survey on the State Park Road (also known as Park Road 21);

THENCE in a southwesterly direction along the center line of Park Road 21 to a point opposite the northeast line of Cleburne State Park Property;

THENCE northwest 500 feet with the northeast line of Cleburne State Park Property;

THENCE in a southerly direction following a line which is 500' north of the center line of State Park Road 21 and the center of County Road 1117 and County Road 1118 to the Johnson County-Somervell County line;

THENCE southerly along said Johnson County-Somervell County line at 500', crossing the center line of County Road 1118, and continuing to the center of the Brazos River;

THENCE in a general southeasterly direction along the center line of said Brazos River, following its meanders, to the point of beginning.

VOTING PRECINCT NO. 8: Lillian School, Lillian

STARTING AS A POINT OF BEGINNING on the Johnson County-Tarrant County line where said line is bisected by Farm to Market Road 2738;

THENCE south along the center line of Farm to Market Road 2738 to its intersection with County Road 529;

THENCE southwest along the center line of County Road 529 to its intersection with County Road 600;

THENCE south along the center line of County Road 600 to its intersection with Farm to Market Road 917;

THENCE south along the center line of Farm to Market Road 917 to its intersection with County Road 604;

THENCE southeast along the center line of County Road 604 to its intersection with County Road 512;

THENCE northeast along the center line of County Road 512 to where it intersects County Road 607;

THENCE south along the center line of County Road 607 to where it intersects County Road 509;

THENCE northeast along the center line of County Road 509 to where it intersects with County Road 608;

THENCE southeast along the center line of County Road 608 to its intersection with U. S. Highway 67;

THENCE northeast along the center line of U. S. Highway 67 to its intersection with the Johnson County-Ellis County line;

THENCE north along the Johnson County-Ellis County line to its intersection with the Johnson County-Ellis County-Tarrant County line;

THENCE west along the Johnson County-Tarrant County line to where it is bisected by Farm to Market Road 2738, point of beginning.

VOTING PRECINCT NO. 9: Liberty Chapel Fire Hall

STARTING AS A POINT OF BEGINNING the intersection of Farm to Market Road 3136 and County Road 415;

THENCE south along the center line of County Road 415 to its intersection with County Road 416;

THENCE southwest along the center line of County Road 416 to its intersection with Farm to Market Road 110;

THENCE southeast along the center line of Farm to Market Road 110 to its intersection with County Road 308;

THENCE southwest along the center line of County Road 308 to its intersection with County Road 423;

THENCE west along the center line of County Road 423 to its intersection with County Road 421;

THENCE south along the center line of County Road 421 to its intersection with County Road 305;

THENCE west on County Road 305 to its intersection with State Highway 171;

THENCE south along the center line of State Highway 171 to the Johnson County-Hill County line;

THENCE west along the Johnson County-Hill County line to where said line is bisected by Mustang Creek, that point being approximately 1,000 feet west of the bisection of the Johnson County-Hill County line by County Road 1102;

THENCE northeast along the center line of the meanders of Mustang Creek to the point where Mustang Creek bisects State Highway 171;

THENCE north along the center line of State Highway 171 to its intersection with Farm to Market Road 2135;

THENCE northwest along the center line of Farm to Market Road 2135 to its intersection with County Road 312;

VOTING PRECINCT NO. 9 (cont'd)

THENCE east-northeast along the center line of County Road 312 to its intersection with County Road 424;

THENCE northwest along the center line of County Road 424 to its intersection with State Highway 110;

THENCE northeast along the center line of State Highway 110 to its intersection with Farm to Market Road 2415;

THENCE northeast along the center line of Farm to Market Road 2415 to its intersection with County Road 425;

THENCE northwest along the center line of County Road 425 to its intersection with County Road 316;

THENCE southwest along the center line of County Road 316;

THENCE northwest along the center line of County Road 316 to its intersection with Farm to Market Road 3136;

THENCE northeast along the center line of Farm to Market Road 3136 to its intersection with County Road 415, the point of beginning.

VOTING PRECINCT NO. 28: Adams Elementary School, Cleburne

STARTING AS A POINT OF BEGINNING the intersection of U. S. Highway 67 and the Atchison, Topeka, and Santa Fe Railroad line;

THENCE east on U. S. Highway 67 to its intersection with East Buffalo Creek;

THENCE southeast across open land to a point on County Road 316, said point being 300 feet east of the intersection of County Road 316 and Pearl Street;

THENCE east along the center line of County Road 316 to its intersection with Farm to Market Road 3136;

THENCE east along the center line of Farm to Market Road 3136 to its intersection with County Road 316 again;

THENCE southeast along the center line of County Road 316;

THENCE northeast along the center line of County Road 316 to its intersection with County Road 425;

THENCE southeast along the center line of County Road 425 to its intersection with Farm to Market Road 2415;

THENCE southwest along the center line of Farm to Market Road 2415 to its intersection with State Highway 110;

THENCE west along the center line of State Highway 110 to its intersection with County Road 424;

THENCE southeast along the center line of County Road 424 to its intersection with County Road 312;

THENCE west-southwest along the center line of County Road 312 to its intersection with Farm to Market Road 2135;

THENCE southeast along the center line of Farm to Market Road 2135 to its intersection with County Road 1107;

THENCE west along the center line of County Road 1107 to its intersection with County Road 1107B;

THENCE west along the center line of County Road 1107 B to its intersection with County Road 1205;

VOTING PRECINCT NO. 28 (Cont'd)

THENCE north along the center line of County Road 1205 to its intersection with State Highway 174;

THENCE north along the center line of State Highway 174 to its intersection with State Highway 171;

THENCE in a straight line across open country in a south-westerly direction to the joinder of Buffalo Creek and McAnear Creek;

THENCE northwest following along the center line of the meanders of McAnear Creek to its intersection with Westhill Drive in the city limits of the City of Cleburne;

THENCE east along the center line of Westhill Drive to its intersection with the west fork of Buffalo Creek;

THENCE south along the center line of the meanders of the west fork of Buffalo Creek to the city limits of the City of Cleburne;

THENCE east along said city limits to State Highway 174 (also known as South Main Street);

THENCE north along the center line of State Highway 174 to East South First Street;

THENCE east along the center line of East South First Street to its intersection with South Wilhite Street;

THENCE south along the center line of South Wilhite Street to its intersection with East South Second Street;

THENCE east along the center line of East South Second Street to the Atchison, Topeka, and Santa Fe Railroad line;

THENCE north along the center line of the Atchison, Topeka, and Santa Fe Railroad line to where it is intersected by U. S. Highway 67, the point of beginning.

VOTING PRECINCT NO. 30: First United Methodist Church, Cleburne
Fellowship Hall

STARTING AS A POINT OF BEGINNING the bisection of U. S.
Highway 67 by the Nolan River;

THENCE northeast along the center line of U. S. Highway 67
to its intersection with Nolan River Road;

THENCE southeast along the center line of Nolan River Road
to its intersection with Westhill Drive;

THENCE northeast along the center line of Westhill Drive
to the property line of First United Methodist Church beginning
at the southwest corner which is 561.7 feet from the intersection
of Colonial Drive and Westhill Drive;

THENCE north 470 feet;

THENCE east 560 feet to the west line of Colonial Drive;

THENCE south with the west line of Colonial Drive 470 feet
to its intersection with Westhill Drive;

THENCE northeast along the center line of Westhill Drive to
its intersection with Featherstone Street;

THENCE northwest along the center line of Featherstone Street
to its intersection with McAnear Creek;

THENCE south along the center line following the meanders
of McAnear Creek to its intersection with Buffalo Creek;

THENCE due east in a straight line to State Highway 174;

THENCE south along the center line of State Highway 174 to
its intersection with County Road 1109A;

THENCE west along the center line of County Road 1109A to
its intersection with County Road 1219;

THENCE north along the center line of County Road 1219 to
its intersection with County Road 1110;

VOTING PRECINCT NO. 30 (Cont'd)

THENCE west along the center line of County Road 1110 to its intersection with Farm to Market Road 916;

THENCE southwest along the center line of Farm to Market Road 916 to its intersection with Ham Creek;

THENCE northwest along the center line of the meanders of Ham Creek to Farm to Market Road 1434;

THENCE northwest along the center line of the meanders of Ham Creek to Park Road 21;

THENCE northeast along the center line of Park Road 21 to its intersection with U. S. Highway 67;

THENCE east along the center line of U. S. Highway 67 to its intersection with the Nolan River, the point of beginning.

750

VOTING PRECINCT NO. 16: Civic Center, Cleburne

STARTING AS A POINT OF BEGINNING the intersection of State Highway 171 and County Road 1010;

THENCE north along the center line of County Road 1010 to its intersection with County Road 904;

THENCE east along the center line of County Road 904 to its intersection with State Highway 174;

THENCE south along the center line of State Highway 174 to its intersection with Farm to Market Road 1192 (also known as Kilpatrick Avenue);

THENCE west along the center line of Kilpatrick Avenue to where it is bisected by McAnear Creek;

THENCE south along the center line following the meanders of McAnear Creek to its intersection with Featherstone Street;

THENCE southeast along the center line of Featherstone Street to its intersection with Westhill Drive;

THENCE southwest along the center line of Westhill Drive to its intersection with Colonial Drive;

THENCE north 470 feet along the west line of Colonial Drive;

THENCE west 560 feet;

THENCE south 470 feet to its intersection with the center line of Westhill Drive;

THENCE southwest along the center line of Westhill Drive to its intersection with Nolan River Road;

THENCE northwest along the center line of Nolan River Road to its intersection with U. S. Highway 67;

THENCE southwest along the center line of U. S. Highway 67 to its intersection with the Nolan River;

750

VOTING PRECINCT NO. 16 (Cont'd)

THENCE north along the center line of the meanders of the Nolan River to its intersection with Farm to Market Road 1192;

THENCE east along the center line of Farm to Market Road 1192 to its intersection with County Road 1217;

THENCE north along the center line of County Road 1217 to its intersection with State Highway 171, the point of beginning.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Aldridge to accept applications for an additional employee for the Quality Control Office.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to accept the Letter of Credit from First City National Bank, Arlington, in the amount of \$120,000.00 for the account of Walden Estates, Inc.

All voted aye.

752

First City National Bank of Arlington

201 East Abram, P.O. Box 310
Arlington, TX 76010
(817) 275-6644

FIRSTCITY

IRREVOCABLE LETTER OF CREDIT NO. 584

DATE: 11-18-83

FOR ACCOUNT OF: Walden Estates, Inc.
2000 E. Division
Arlington, TX 76011

TO BENEFICIARY: Johnson County, Texas
C/O County Judge
Cleburne, TX

AMOUNT: \$120,000.00

EXPIRATION DATE: 11-18-84

Gentlemen:

We hereby establish our irrevocable Letter of Credit in favor of you, available by your drafts at Sight
drawn on us and accompanied by the following documents:

- 1- Original Letter of Credit
- 2- Letter signed by County Judge of Johnson County Certifying that work is not in compliance with specifications set forth in Plat filed by Walden Estates, Inc.

All drafts must be marked as Drawn Under this Credit.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits (1974 Revision) International Chamber of Commerce, Publication No. 290.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely,



Authorized Signature

Dub Robertson, Vice President
Title

752

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to accept the low bid from Jack Hewlett, Inc. for four (4) pick-up trucks at \$7,726.00 each - total for (4) four \$30,904.00. Bid made a part of these minutes.

All voted aye.

JACK HEWLETT, Inc.

2235 N. MAIN, P.O. BOX 95
CLEBURNE, TEXAS 76031
645-3953
Fort Worth/Dallas 477-3158



CHRYSLER



IMPERIAL



Dodge Trucks

Nov. 23, 1983

JOHNSON COUNTY

New 1984 -Half Ton-1wb-Wide Bed Pickup
300 cu. in. V-8 Motor
3 speed Automatic Transmission
Factory Air Conditioner and Heater
Power Brakes and Power Steering
Tinted Glass (all)
Extra Heavy Duty Radiator
Deluxe Vinyl Seat
AM Radio w/clock, gauges, windshield wipers & washers, cig. lighter
Spare Tire and Wheel
Back Step Bumper
P205/75 R15 BSW GBR Tires

STANDARD FEATURES:

60 AMP Alternator
370 AMP Maintenance Free Battery
Bright Front Bumper
Molded Door Trim Panels w/arm rest & pull straps
20 Gallon Frame Mounted Fuel Tank
4800 GVW Pkg.
In-Cab Hood Release
Dual Horns
Bright Hub Caps
Black Rubber Floor Mats
5" x7" Exterior Mirrors
Day-Night Interior Mirror

Bid Price Per Unit	\$7726.00
Total Bid Price for 4 Units	\$30,904.00

David M. Donald

AL THOMAS DEALER  CHRYSLER CORPORATION

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to approve the expenditure of an additional \$250.00 for the purchase of seven (7) cars for the Sheriff Department from the Department of Public Safety. Total price \$20,250.00.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to authorize payment of monthly bills as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to authorize the County Auditor to advertise for bids for sale of five vehicles - Sheriff Department four cars and one van.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Russell to adjourn.

All voted aye.

Joe L. Thomas COUNTY CLERK Tommy Altus COUNTY JUDGE

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AGENDA 755

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE
DECEMBER 12, 1983 - 9:00 A.M.

✓ I. SWEARING IN OF DEPUTY VOTING REGISTRARS -

II. PLAT APPROVALS

<u>Subdivisions</u>	<u>Owners</u>
✓ 1. Homesteads Phase 9-A & 6 (Final)	Pete Newberry
✓ 2. Fox Hollow (Old)	Clayton Pasley
✓ 3. Rancho Villa	Fred Wisenburger
✓ 4. Sierra Estates	Pratt Phillips
✓ 5. 2nd Phase High Country (Final) Phase 1 & 2 Hidden Glenn (Final)	Doris Gray
✗ 6. Elmwood Estates	Elmo Coleman
✓ 7. Hill Country Acres	James M. Reynolds

III. CONSIDERATION FOR SUBDIVISION

✓ 1 Rock Creek Estates - Everett Frazier

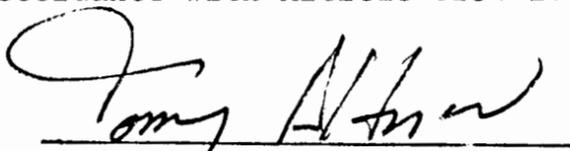
IV. PLAT COMPLAINTS

✓ 1. Forest Addition - Joel L. Medlin

V. GENERAL DISCUSSION

- ✓ 1. Resignation of Jean Moss from Johnson County Historical Commission
- ✓ 2. Bids on Cash Registers
- ✓ 3. Discuss Outside Audit Proposal
- ✓ 4. Repairs on Courthouse - Ted Sivadon
- ✓ 5. Propane Conversions - Ron Layland
- 6. Award Hospitalization Bids

AND, any other matters that may arise after publication of this Agenda. This agenda of meeting of the Johnson County Commissioners' is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: December 8, 1983
Johnson County Courthouse
10:00 A.M.

STATE OF TEXAS :
 : DECEMBER 12, 1983
 COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, David Russell, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

✓ County Tax Collector, Ed Carroll, deputized the following as Deputy Voter Registrars for Johnson County, Texas:

1. Lowell Stroud
2. Nell Conover
3. Sarah Tackett

✓ A motion was made by Commissioner Russell and seconded by Commissioner Roe to approve Preliminary Plat: Hill Country Acres Phase I, Subdivision, Precinct No. 2.

All voted aye.

✓ No action was taken by the court on the request to approve the Final Plat Homesteads Subdivision, Phase 9-A.

✓ A motion was made by Commissioner Russell and seconded by Commissioner Reese to approve Final Plat of Fox Hollow - Subdivision, Precinct No. 2.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve Final Plat of April Meadows Subdivision, Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve Final Plat of Rancho Villa, Phase I, II, III, subdivision, Precinct No. 3.

All voted aye.

✓ No action was taken by the court on the request to approve the Plat of Sierra Estates, Subdivision, Precinct No. 3.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve Final Plat of Phase I & II, Hidden Glenn Subdivision, Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Judge to write a formal letter requesting Bob Beustring, Bedford, Texas, to come to his office and explain why he has not filed a Plat on land he is selling on C. R. 414 in Johnson County.

All voted aye.

✓ On a complaint heard by Joel L. Medlin, in regard to drainage from Forest Addition Subdivision, Precinct No. 3, Johnson County, Mr. Jeff Johnson is to submit an Engineer's Chart to the court showing the placement of riff-rafs and suggestions of removal of trees to lessen the water flow onto the Joel L. Medlin property.

✓ No action was taken by the court on a proposal from Ron Layland for conversion to propane fuel on the four new trucks recently purchased by each Commissioner. The proposal will be given further study.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to advertise for bids for masonry repairs to the Johnson County Courthouse building.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to accept the resignation of Jean Moss, Chairman of the Johnson County Historical Commission, and appoint Mrs. Bill McLean Chairman.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Russell to approve the agreement between the City of Godley and Johnson County, Precinct No. 1, for road work to be done in the City of Godley. Agreement to be made a part of these minutes.

All voted aye.

Jim (Scotty) Roberts
MAYOR

CITY of GODLEY

PHONE 389-3539
GODLEY, TEXAS 76044

Jolene Story, Sec.
Phone 389-3339

COUNCILMEN:
Paul Holtzman
Dorman Sinclair
M.L. Mayes
Gary Roe
Ronnie Davis

To Johnson County Commissioners Court:

The City of Godley agrees to pay the cost of rock at the crusher.

Johnson County Preceinct 1 agrees to shape roads, spread gravel, plus hauling of gravel.

City of Godley

Jim Roberts
Jim Roberts, Mayor

✓ A motion was made by Commjssioner Aldridge and seconded by Commissioner Reese to approve the price adjustment contract with Otis Elevator Company from Dec. 1, 1983 through November 30, 1984. Price adjustment to be made a part of these minutes.

OTIS ELEVATOR COMPANY

1822 YOUNG STREET, DALLAS, TEXAS 75221

TO: COUNTY OF JOHNSON
JOHNSON COUNTY COURTHOUSE
CLEBURNE
TEXAS 76031
FOR CONTRACT NO. TF 07683

BILLING REFERENCE: DATE
DEC. 1, 1983

PRICE ADJUSTMENT

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE MAINTENANCE OF ELEVATOR EQUIPMENT:

THE FORMER PRICE OF \$ **264.04** HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN EXAMINERS COST AND IN MATERIAL INDEX BETWEEN **SEPT. 1982** AND **SEPT. 1983**

THE ADJUSTED PRICE BECOMES EFFECTIVE **DECEMBER 1, 1983** AND SHALL REMAIN IN EFFECT UNTIL **NOVEMBER 30, 1984** WHEN IT WILL BE SUBJECT TO ADJUSTMENT.

CLAUSE #1. - BASED ON CHANGE IN PRODUCER METALS & METAL PRODUCTS COMMODITY INDEX: (FORMERLY WHOLESALE METALS AND METAL PRODUCTS COMMODITY INDEX)

A	B	C	D	E
FORMER INDEX	CURRENT INDEX	RATIO OF CHANGE	FORMER MATERIAL	CURRENT MATERIAL
301.00	310.90	103.01524	42.48	43.76
(B ÷ A = C)			(C x D = E)	

CLAUSE #2. - BASED ON CHANGE IN ELEVATOR EXAMINERS' HOURLY COST:

A	B	C	D	E
FORMER EXAMINERS' COST	CURRENT EXAMINERS' COST	RATIO OF CHANGE	FORMER LABOR	CURRENT LABOR
19.290	20.675	107.17989	221.56	237.47
(B ÷ A = C)			(C x D = E)	
				TOTAL ADJUSTED PRICE
				281.23

O. M. Garret

✓ A motion was made by Commissioner Roe and seconded by Commissioner Russell to authorize the County Auditor to advertise for dual bids of one and/or three years for an outside audit. The County to reserve the right to accept or reject any or all bids.

All voted aye.

✓ No action was taken by the court on bids received for purchase of six (6) cash registers for the Tax Office. Bids were passed for further study.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to approve payment of monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the minutes of the previous meeting, as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Roe and seconded by Commissioner Reese to adjourn.

All voted aye.

Joe L. Towner
COUNTY CLERK

B. B. Aldridge
COUNTY JUDGE

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AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY
COMMISSIONERS' COURT - COUNTY COURTROOM - JOHNSON COUNTY
COURTHOUSE - THIRD FLOOR - THURSDAY, DECEMBER 27, 1983

1:30 P.M.

FOR PURPOSE OF DISCUSSING THE FOLLOWING:

1. Consider a order authorizing the Bosque County Industrial Development Corporation to issue bonds to finance a project, a portion which is in Johnson County.
2. Order designating the purpose of the Board of the Development Corporation to act as an agent for the TEFRA.

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article 6252-17 of Vernons Civil Statutes.


TOMMY ALTARAS
County Judge

POSTED: December 19, 1983
JOHNSON COUNTY COURTHOUSE
9:00 A.M.

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CERTIFICATE FOR
ORDER AUTHORIZING
BOSQUE COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
TO ISSUE BONDS FOR
A PROJECT LOCATED PARTIALLY WITHIN
JOHNSON COUNTY, TEXAS

THE STATE OF TEXAS :
COUNTY OF JOHNSON :

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in SPECIAL TERM ON THE 27TH DAY OF DECEMBER, 1983, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Billy F. Roe
David Russell
Lloyd Reese

B. B. Aldridge
Tommy Altaras, County Judge

and all of said persons were present, except the following absentees: B. B. Aldridge

thus constituting a quorum. Whereupon, among other business, the following was transacted at said Term: a written

ORDER AUTHORIZING
BOSQUE COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
TO ISSUE BONDS FOR
A PROJECT LOCATED PARTIALLY WITHIN
JOHNSON COUNTY, TEXAS

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be adopted; and, after due discussion, said motion, carrying with it the adoption of said Order, prevailed and carried by the following vote:

AYES: All members of said Commissioners Court shown present above voted "Aye", except
None.

NOES: None.

ABSTENTIONS: _____.

2. That a true, full, and correct copy of the afore-said Order adopted at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said

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Commissioners Court minutes of said Term; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners Court minutes of said Term pertaining to the adoption of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Commissioners Court as indicated therein; and that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Term, and that said Order would be introduced and considered for adoption at said Term, and each of said officers and members consented, in advance, to the holding of said Term for such purpose; and that said Term was open to the public, and public notice of the time, place, and purpose of said Term was given, all as required by Vernon's Ann. Civ. Stat. Article 6252-17.

SIGNED AND SEALED the 27th day of December, 1983.

Joe L. Thomas Tommy Alt
County Clerk County Judge

(SEAL)

ORDER AUTHORIZING
BOSQUE COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
TO ISSUE BONDS FOR
A PROJECT LOCATED PARTIALLY WITHIN
JOHNSON COUNTY, TEXAS

THE STATE OF TEXAS :
COUNTY OF JOHNSON :

WHEREAS, Bosque County Industrial Development Corporation (the "Corporation") is a duly created instrumentality of Bosque County, Texas organized pursuant to the Development Corporation Act of 1979, as amended, Article 5190.6 V.A.T.C.S. (the "Act"); and

WHEREAS, representatives of the Corporation have informed the Commissioners Court of Johnson County that the Corporation intends to issue its industrial development bond in the principal amount not to exceed \$5,000,000 to finance construction of facilities (described in Exhibit A attached hereto) (the "Project"), which are located partially within Johnson County and partially within Bosque County, Texas; and

WHEREAS, Section 23(a)(1) of the Act permits the Corporation to issue bonds to finance facilities located partially outside of its jurisdiction provided the governing body of the unit in which said facilities are partially located requests the Corporation to exercise its powers in such unit; and

WHEREAS, it is deemed necessary and advisable to permit the Corporation to issue its bond to finance the portion of the Project located in Johnson County.

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

That pursuant to Section 23(a)(1) of the Act the Commissioners Court of Johnson County hereby requests and authorizes the Corporation to issue its bond in an amount not to exceed \$5,000,000 for the purpose of financing the portion of the Project located in Johnson County, Texas.

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Exhibit A

Description of the Project

The Project shall consist of (1) the purchase of approximately 30 acres of land and the construction of a sand and gravel manufacturing facility thereon located east of State Highway 200 and immediately south of the Brazos River in the unincorporated area of Bosque County, Texas, and (2) a loadout facility to distribute the finished product from the aforementioned manufacturing facility located on approximately 39 acres of land due east of the manufacturing facility across the Brazos River in the unincorporated area of Johnson County, Texas, with the two facilities being connected by a conveyor system.

There being no further business, court adjourned.

Joe R. Turner
COUNTY CLERK

B. B. Aldridge
COUNTY JUDGE

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