

THE STATE OF TEXAS
COUNTY OF JOHNSON

December 2, 1968

BE IT REMEMBERED AT A REGULAR MEETING of the Commissioners Court in and for Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: M.W. Roland, Commissioner of Precinct No. 4, Presiding, Mrs. Winnie Coward, Commissioner of Precinct No. 1, W.R. Bryant, Commissioner of Precinct No. 2, W.I. Boteler, Commissioner of Precinct No. 3, M.W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, J. C. Bennett, Assistant County Auditor, Bill Atwood, David Anderson, Bill Leonard, _____ Lloyd and J. E. Coppinger.

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

All voted aye

Upon a motion made by Commissioner Bryant and seconded by Commissioner Boteler with motion passed unanimously the Commissioners Court of Johnson County hereby authorizes the Commissioner shown below to use County employees and equipment to construct and/or maintain a private road within his precinct as shown below, as authorized by Article 6812b, Texas Civil Statutes, to-wit:

PERSON REQUESTING WORK	DESCRIPTION OF WORK AND LOCATION OF JOB	COMMISSIONER AUTHORIZED TO DO WORK
Louis Littlefair	Repair Black Top 60' Drive Way, 503 College Street, Cleburne, Texas	Prec. No. 1
Gilbert F. Day	Gravel Drive Way, off C.R.805B	Prec. No. 2
Charles Brawner, Jr.	Gravel Drive Way off FM 917	Prec. No. 2
M. A. McElroy	Gravel Drive Way off CR 911	Prec. No. 2
Wm. A. Kelly Estate	Terracing Work, off FM 917	Prec. No. 2
Mrs. Sidney c. Strachan	Haul & spread gravel on private Driveway off CR 600; 2 miles SE Burleson	Prec. No. 3
R. E. Young	Haul one load gravel for private Road off CR 528	Prec. No. 3
F. H. Gunther	Gravel and grading	Prec. No. 3
Ozell Cox	Haul & spread two (2) loads Gravel for private driveway Off CR 604	Prec. No. 3

O. E. Whitehead	Haul gravel for private road Off FM 2937; five (5) miles NE Alvarado	Prec. No. 3
Mrs. Doyle H. Weeks	Haul & spread gravel for drive- Way off Cr 605	Prec. No. 3
C. C. Kellow	Haul two (2) loads gravel for Private drive off CR 318 2 miles West of Alvarado	Prec. No. 3
J. D. McCoy	Haul three (3) loads of gravel & spread for private driveway off CR 605	Prec. No. 3
Mrs. Phil McPherson	Gravel Driveway	Prec. No. 4
Eugene Robinette	Large truck gravel	Prec. No. 4
Raymond L. Speer	Install one tin-horn & gravel Drive	Prec. No. 4
G. E. Miller	Ten (10) yds. gravel Road 410	Prec. No. 4

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the following notice of Resignation be accepted:

"Commissioners Court of Johnson County Clerk
Cleburne, Texas

Gentlemen and Mrs. Coward:

Since my apparent successor has not qualified for office as yet, I find I must revise my letter of resignation.

Please accept this letter as my resignation, effective at the close of business on November 30, 1968, or upon the qualification of my successor, whichever event occurs first.

Will you please take action on this matter at your first meeting?

Very truly yours,

HCW/mb

/s/ Herschel C. Winn"

A motion was made by Commissioner Bryant and seconded by Commissioner Coward that Mrs. Irene Short be re-appointed Matron of the Ladies Lounge & R3st Rooms in the Courthouse, effective January 1, 1969 - December 31, 1969.

All voted aye

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

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following order be approved and be entered in Commissioners' Court Minutes.

"The Commissioners Court of Johnson County, Texas has found it necessary to award the remodeling and construction contract pertaining to the Johnson County Memorial Hospital in Cleburne, Texas, to someone other than W. E. Hilton Construction Company, because of his failure to qualify, in that he has not furnished an adequate bond, as is required for such matters.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that Gean B. Turner of the Johnson County, Texas, Bar, be employed to take whatever steps he deems necessary to recover the amount of money owed Johnson County by reason of the failure of W. E. Hilton Construction Company to comply with his bidding bond and construction bond.

The County hereby agrees to pay Mr. Turner one-fourth (1/4) of whatever sum is finally recovered."

All voted aye

A motion was made by Commissioner Bryant and Seconded by Commissioner Boteler that Johnson County purchase a used school bus for the County Agent and Home Demonstration Agent, to be used for the FOUR (4) H CLUB, purchase price \$350.00, to be County Property, maintainance and other expense to be paid by other than County.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Coward to reinvest \$25,000.00 Time Warrants due in Right of Way Fund - six (6) months.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following order be entered upon the minutes:

ORDER AUTHORIZING COUNTY JUDGE TO GIVE NOTICE TO
BIDDERS OF COUNTY'S INTENTION TO LET CONTRACT OR
CONTRACTS FOR THE CONSTRUCTION OF HOSPITAL IMPROVE-
MENTS AND OF THE INTENTION TO ISSUE TIME WARRANTS IN
PAYMENT OF ALL OR A PORTION OF THE COST THEREOF.

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS, the 1st day of October, 1968, the Commissioners' Court of Johnson County, Texas, convened in regular session, being open to the public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

HERSCHEL WINN

County Judge, Presiding,
and

Mrs. W. M. Coward

Commissioner, Precinct No. 1

W. R. Bryant

Commissioner, Precinct No. 2

W. I. Boteler

Commissioner, Precinct No. 3

M. W. Roland

Commissioner, Precinct No. 4

and with the following absent: None,

constituting a quorum; and among other proceedings had by said Court were the following:

The County Judge submitted the following order:

WHEREAS, this Commissioners' Court, after due investigation and consideration, has ascertained and determined that it is necessary and advisable to construct certain hospital improvements in accordance with plans and specifications on file in the office of the County Clerk, and

WHEREAS, the plans, specifications, form of contract documents and minimum wage rates have been reviewed and found to be satisfactory with this governing body, and

WHEREAS, the statutes of the State of Texas, including Article 2368a, Revised Civil Statutes of Texas, 1925, as amended, provide that no county shall make or enter into any contract calling for or requiring the expenditure of payment of \$2,000. or more creating or imposing an obligation or liability of any nature or character upon the county, without first submitting such proposed contract to competitive bidding and advertisement as therein provided, and said statute further provides that when it shall be the county's intention to issue time warrants for payment of all or any portion of a proposed contract, the notice to bidders shall recite that fact, setting forth the maximum amount of the proposed time warrant indebtedness, the maximum rate of interest of such time warrants, and the maximum maturity date thereof; and

WHEREAS, it is the purpose and intent of this Commissioners' Court to receive construction bids, and in the event contract or contracts be executed for such improvements, to issue and deliver to the proper contractor or contractors in payment of all or a portion of the contract price the time warrants of the County, bearing interest at a rate not to exceed 6% per annum, payable annually or semi-annually, and not exceeding the principal sum of \$500,000, the principal of such warrants to be payable serially, with the maximum maturity date to be not late than December 21, 2008; therefore,

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

SECTION 1: That all findings and declarations contained in the preamble hereof are made a part of the judgment of this Commissioners' Court. The plans, specifications, form of contract documents and minimum wage rates mentioned in the preamble are hereby officially approved and ordered filed with the County Clerk.

SECTION 2: That the County Judge be and he is hereby authorized and directed to do all things necessary to cause to be issued a notice in substantially the following form:

NOTICE TO BIDDERS OF COUNTY'S INTENTION TO LET
CONTRACT OR CONTRACTS FOR THE CONSTRUCTION OF
HOSPITAL IMPROVEMENTS AND OF THE INTENTION TO
ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION
OF THE COST THEREOF

SEALED PROPOSALS addressed to the honorable Herschel Winn, County Judge, Johnson County, Texas, will be received until 2 o'clock P.M. on the 29th day of October, 1968 at the County Courthouse, Cleburne, Texas, for furnishing all labor and materials and performing all work in connection with the construction of hospital improvements, to-wit: on additions to Memorial Hospital of Johnson County, Texas and the renovation of the existing structure in connection therewith, in accordance with plans and specifications on file in the Office of the County Clerk, Courthouse, Cleburne, Texas, where they may be examined without charge.

Such proposals will at said time be publicly opened and read aloud and all proposals will be referred to the Architect for tabulation and checking, with the final award of contract proposed to be made on November 12, 1968, at which time the hereinafter mentioned warrants will be authorized in payment of all or a part of the contract price.

DETAILED PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS may be examined at the office of the Architect, M. M. Moseley, 215 West Main, Fredericksburg, Texas, 78624, or a copy of same may be obtained from said Architect upon a deposit of \$50.00. The deposit will be returned to each actual bidder who returns the plans and specifications within three (3) days of the bid opening.

A CERTIFIED OR CASHIER'S CHECK issued by a bank satisfactory to the Commissioners' Court, payable to the order of the County Judge, Johnson County, Texas, or an acceptable bid bond given by a reliable surety company authorized to do business in the State of Texas, shall be submitted by each

bidder, in an amount not less than two per cent (2%) of the total bid as a guarantee that the bidder will promptly enter into contract with the County, and bids without the required check or bid bond will not be considered.

THE SUCCESSFUL BIDDER will be required to furnish a performance bond and a payment bond, each in the amount of the contract, written by a responsible surety company authorized to do business in the State of Texas, and satisfactory to the Commissioners' Court, as required by Article 5160, V.A.T.C.S.

Attention is directed to Article 5159a, V.A.T.C.S., which requires that not less than the general prevailing rates of per diem wages for work of a similar character in the locality where the work is performed shall be paid all laborers, workmen and mechanics employed in the construction of public works.

Bidders should carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the costs thereof. Should a bidder find discrepancies in, or omissions from, the Plans, Specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the Architect and obtain clarification prior to submitting any bid.

Notice is hereby further given that it is the intention of the Commissioners' Court of Johnson County, to pay all or a portion of the contract price by the issuance and delivery to the contractor of the interest bearing time warrants of said County, the principal and interest of which are to be payable from ad valorem taxes to be levied under Article VIII, Section 9 of the Constitution of Texas, such warrants to bear interest at a rate not to exceed 6% per annum, payable annually or semi-annually, and to be issued in the principal sum of not to exceed \$500,000, payable serially, the maximum maturity date to be not later than December 31, 2008; and the successful contractors shall receive such warrants in installments based upon periodic estimates approved by the Commissioners' Court. Any portion of the contract price not paid through the issuance of such warrants will be paid in cash out of funds legally available for that purpose.

The County has made arrangements for the contractor to dispose of the warrants herein mentioned at their face value if he elects to do so, in the

proposal submitted, or the contractor may retain the warrants for his own account. Unless the proposal clearly shows the election is made to retain the warrants, the contractor must agree to deliver the warrants at face value to the party with whom the County has made such arrangements, as more fully explained in the "Special Conditions Relating to Payment", included in the contract documents.

NO BID may be withdrawn after the scheduled closing time for receipt of bids for at least 45 calendar days.

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

/s/ Herschel Winn

Herschel Winn, County Judge,
Johnson County, Texas.

SECTION 3: That all information, directions and recitals contained in the foregoing notice be and the same are hereby expressly adopted and made a part of this order and to the same extent and with like effect as if here now separately stated.

SECTION 4: Further orders are reserved by this Court until the sealed proposals are received, publicly opened, and read, and tabulated.

The above order having been read in full, it was moved by Commissioner Boteler, and seconded by Commissioner Roland, that the same be passed. Thereupon, the question being called for, the following member of the Court voted "AYE"; County Judge Winn, and Commissioners Coward, Bryant, Boteler, and Roland; and none voted "NO".

PASSED AND APPROVED, this the 1st day of October, 1968.

/s/ Herschel Winn

County Judge, Johnson County, Texas

/s/ Mrs. W. M. Coward

Commissioner, Precinct No. 1

/s/ W. R. Bryant

Commissioner, Precinct No. 2

/s/ W. I. Boteler

Commissioner, Precinct No. 3

/s/ M. W. Roland

Commissioner, Precinct No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

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