

All voted aye

Upon a motion made by Commissioner Roland and seconded by Commissioner Bryant 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
John Anthony Conner, Sr.	Set culvert and gravel - 8 yds., on C. R. 1206 S. of Rio Vista	Precinct No. 1
W. T. Wright	Drag Driveway, South end of S. Walnut	Precinct No. 1
W. V. Sims	Gravel driveway & cover culvert, on C. R. 1102 East of Rio Vista	Precinct No. 1
Nolan Day	Haul 1 load gravel for private driveway off City Street of Alvarado	Precinct No. 3
Otis Percifield	Haul & spread gravel on private road off 35W, 1½ N. W. Alvarado	Precinct No. 3
Mrs. R. T. Finch	Haul & Spread gravel on private driveway off 35W in Alvarado	Precinct No. 3
Billy C. Roten, for J. W. Roten	Clean out ditch in field off Highway 67 1 mile west of Venus	Precinct No. 3
W. O. Kenny	Grade water way for terrace off Highway 67, 1½ miles east of town	Precinct No. 3
James B. Angel	Haul & Spread gravel on private drive off F. M. 917, 2 miles south Lillian	Precinct No. 3
Frank Ellis	1500' of private driveway, graveled 5½ miles S. E. Alvarado off Interestate 35	Precinct No. 4
L. E. Bailey	Gravel Private Road, Road 101	Precinct No. 4
City of Grandview	Blade work on gravel streets, 40 or 50 yards crushed rock, City of Grandview	Precinct No. 4
Meinen, Max W.	Make private road approx. 2000' Road 409, at Homer Hutchens Lake	Precinct No. 4

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the claim presented by Anderson and Anderson, Attorneys on behalf of the heirs of E. L. Ried, deceased, for services performed in the acquisition of rights of way the claim being dated December 9, 1968 in the sum of \$342.50 be approved.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

Thomas E. Ball
COUNTY JUDGE

...000o000...

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

JANUARY 2, 1969

BE IT REMEMBERED at a Regular meeting of the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, 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, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Louis B. Lee, County Clerk, Cliff Benson, Sheriff, John Butner and Larry Fitzgerald.

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

All voted aye

Upon a motion made by Commissioner Roland and seconded by Commissioner Boteler with motion passed unanimously the Commissioners Court of Johnson County hereby authorizes the Commissioner shown below

APPROVAL BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS, TO THE WEST PRAIRIE WATER SUPPLY CORPORATION

The Commissioners court of Johnson County, Texas, has no objections to West Prairie Water Supply Corporation, a non-profit Texas Corporation, locating the Corporation's Water lines within the County Right-of-way. The right-of-way involved is shown on the plat presented to the Commissioners Court. The actual physical location of the water line shall be at a location to be approved by the Commissioners Court of Johnson County, Texas. The water line will be installed at a depth of not less than thirty (30) inches below the surface of the ground, within the right-of-way. If at any time after the execution of this approval, it should become necessary that the water line be moved, for any purpose, the entire cost of moving said water line will be paid by the West Prairie Water Supply Corporation.

It is expressly understood that the Commissioners Court of Johnson County, Texas, does not purport hereby to grant any right, claim, title or easement in or upon the County 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 Road, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners. The permit herein granted shall include the right of the Corporation to cross County roads where necessary.

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 Department of Housing and Urban Development, an agency of the United States Government, for collateral monies received to construct said water line system.

APPROVED by the Commissioners Court of Johnson County, Texas, this 13th day of January, 1969.

C. W. Atwood

Thos. E. Ball, County Judge

W. R. Bryant

Johnson County, Texas

W. I. Boteler

M. W. Roland

Commissioners, Johnson County, Texas

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant 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 Roland and seconded by Commissioner Bryant 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
Fred Bursey	Gravel and Maintainer work, grading 2 <u>cans</u> for crossing 2 ditches, from ranch gate to construction site of new home (about 2,000 ft) Ranch located approx. 12-14 miles west of Cleburne on FM 1434 (Country Club Road)	Precinct No. 1
Lynn B. Jones	2 - 5 yards loads of gravel, OFF FM 1434	Precinct No. 1
Mrs. Odell Woodard	Gravel Driveway, off C. R. 800A	Precinct No. 2
James Wallace	Gravel Driveway, off Highway 171 Maintainer	Precinct No. 2
H. R. Dillar	Gravel Driveway, off C. R. 1022	Precinct No. 2

H. M. Jewel	Haul 1 load gravel for private driveway of C. R. #__ 1½ mile west of Bethesda	Precinct No. 3
J. M. Gibbs	Haul & spread 1 load gravel off FM 917 just west of Egan	Precinct No. 3
Mrs. B. M. Copeland	Haul & Spread 1 load gravel for private driveway off C. R. 529	Precinct No. 3
H. L. Nickelson	Maintain private road to house off C. R. 528, 3 miles South of Retta	Precinct No. 3
J. E. Cook	Fix private road - 204	Precinct No. 4
Bill Potter	Gravel Private Road - 107	Precinct No. 4
Mrs. J. C. Capps	Gravel driveway - Road 204	Precinct No. 4

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the County join the City of Cleburne in connection with the Soil & Conservation Service in building dams on the Buffalo (East and West) Creek on a joint cost, flood control. The City & County to bear each ½ cost involved.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the State Highway be requested to supply the County on up to date Traffic Count on Highways coming into Cleburne for purpose of planning control through the city.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Roland that the County purchase 1 model 270 Stenocord Dictating unit, Price \$295.00, 1 model 260 Stenocord ~~transcribing~~ ^{transcribing} unit \$295.00, 1 Stenocord organizer Kit \$13.00 for the use of the County and District Attorneys office.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the County Attorneys Budget be amended in the amount of \$603.00 to allow purchase ~~dictating~~ ^{dictating} Machines.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Roland that Commissioner C. W. Atwood be authorized to sell the old Army truck G. M. C. Steel bed to highest bidder.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Roland that all County elected official and appointed officials be required to file with County Judge a Complete inventory of County property in his office, or under his control and amend the inventory when any new property comes under his control.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that the Salary of Joe Townes as Juvenile Officer, Veteran Service Officer, Director of Civil Defense be as follows:

Juvenile Officer (County Funds) and Civil Defense (County Funds)	\$250.00 (\$150.00 & \$100.00)
County Veterans Service Officer	291.30
Civil Defense, State C. D.	<u>100.00</u>
MONTHLY TOTAL	\$641.30

Payment from all County funds as set out includes 10% increase, effective January 1, 1969 for all county employees.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

Thomas E. Boef
COUNTY JUDGE

...oooOooo...

The County Judge submitted the following order to the Court:

"ORDER APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT EXECUTED BETWEEN JOHNSON COUNTY, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, IN CONNECTION WITH HOSPITAL IMPROVEMENTS, CONTRACT BEING DATED JANUARY 17, 1969."

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

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

ATTEST: Thomas Ball, County Judge
 Louis B. Lee, County Clerk and Johnson County, Texas
 Ex-Officio Clerk of the Commissioners'
 Court of Johnson County, Texas
 (COM. CRT. SEAL)

ORDER APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT EXECUTED BETWEEN JOHNSON COUNTY, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, IN CONNECTION WITH HOSPITAL IMPROVEMENTS, CONTRACT BEING DATED JANUARY 17, 1969

WHEREAS, the County of Johnson, Texas, and Cain & Cain, Inc., Contractor, on the 17th day of January, 1969, entered into a contract for the purpose to provide for 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 of Johnson County, Texas; and,

WHEREAS, it has become necessary to make certain changes and deletions in the specifications and quantities of materials required to make such improvements; and,

WHEREAS, such changes are reasonable and necessary to insure the proper performance of such contract and the quality of the public improvement thereby constructed, such changes being set out in greater detail in Change Order No. 1 to such contract prepared and approved by the Architect, which Change Order is attached hereto and hereby incorporated herein by reference for all purposes; and,

WHEREAS, the said Change Order necessitates the decrease in the total cost of such contract in the amount of \$290,871.00; now, therefore,

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

That Change Order No. 1 hereinabove referred to be, and the same hereby is, in all things ratified and approved by the County of Johnson, Texas, and said Change Order reflecting such changes attached to this order is hereby made a part thereof; that the Change Order shall be executed for and on behalf of Johnson County by the County Judge and County Clerk, and such execution is hereby authorized for and on behalf of the County and as its act and deed.

PASSED AND APPROVED, this the 17th day of January, 1969.

ATTEST: Thomas Ball, County Judge,
 Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
 Clerk of the Commissioners' Court of
 Johnson County, Texas
 (Com. Crt. Seal)

CHANGE	OWNER	()
ORDER	ARCHITECT	()
	CONTRACTOR	()
	FIELD	()
	OTHER	()

Page 1 Of 3

DATE OF ISSUANCE: January 17, 1969

ARCHITECT'S PROJECT NO: Texas - 402

CHANGE ORDER NO: 1

PROJECT: Johnson County Memorial Hospital

ADD OR DEDUCT: \$290,871.00

ADDRESS: Cleburne, Texas

TO: CAIN & CAIN, INC. , CONTRACTOR

OWNER: Johnson County Commissioners Court

You are Authorized to Make the Following

CONTRACTOR: Cain & Cain, Inc.

Changes in the Subject Contract:

CONTRACT FOR: General Contractor

CONTRACT DATE: January 14, 1969

To incorporate items numbered 1 through 14 as described on attached pages 2 and 3.

The Amount to the contract will be decreased by the Sum of: Two Hundred Ninety Thousand Eight Hundred Seventy one & No/100 Dollars (\$290,871.00)

Contract Total including this change Order will be: \$1,935,019.00 Dollars.

The Contract Period will be unchanged: _____ Days.

CONTRACTOR'S ACCEPTANCE

OWNER'S APPROVAL:

ARCHITECT:

CAIN & CAIN, INC.

Johnson County Commissioners Court

M. M. Moseley, Architect

BY Owen E. Cain

By Thomas E. Ball, County Judge

By M. M. Moseley

DATE: January 17, 1969

DATE: January 17, 1969

DATE: January 17, 1969

CHANGE ORDER #1

January 14, 1969

Page 2 of 3

- Item 1. To delete entire new second floor and stair tower of north wind (classroom wing) as shown on Sheet A12.
- Item 2. To delete the new laundry building and laundry equipment as shown on sheet A14.
- Item 3. To delete interior work of fourth floor, southwest wing, leaving finish only for fire protection as shown on sheet A3. Fire protection consisting of fireproofing columnx and beams only.
- Item 4. To delete the mortorized outside air dampers for the room air conditioning units.
- Item 5. To use Armaflex insulation on the room air conditioners runouts in lieu of specified.
- Item 6. To delete all H-1 (bedpan washers) fixtures.
- Item 7. To delete the following equipment;
- A. Deionizers
 - B. Ice Makers
 - C. Surgical Cabinets & Doctor Lockers
 - D. Portabel Vacume Pump
- Item 8. To use cast iron deep-seal "P" traps under bath tubs in lieu of drum traps.
- Item 9. For electrical feeders, use aluminum wire sized per specifications in aluminum conduit in building area and plastic conduit under ground or in poured concrete. Use EMT for all sized 2" and under.
- Item 10. To use round clocks in lieu of square ones.
- Item 11. To change lighting fixtures from those specified to the following:
- Type B to lightolier #80365XL with extruded acyrlic lens
 - Type C to Lightolier #80535XL with extruded acrylic lens
 - Type V to Lightolier #80535XL with extruded acrylic lens
with night light
 - Type W to Lightolier #80635XL with extruded acrylic lens
 - Type X to Lightolier #80631 with extruded acrylic lens
- Item 12. To install equipment as manufactured by S. H. Couch Company for the nurse call system and operating room system. This equipment would be of equal quality to that specified and would provide all the basic functions of that specified.

CHANGE ORDER #1

January 14, 1969

Page 3 of 3

The paging system would be manufactured in general by McMartin Manufacturing Company and is equal to an meets all specifications now required on the system.

Television sets would be as manufactured by Admiral with remote control capabilities for

WALL mounting on shelf type brackets. Remote controls for set would be included as part of patients pillow unit.

The TV Antenna System would be manufactured by the Finco Company being equal to that specified.

For the above sound system with nurses call station installed on the wall by the patients bed in lieu of being installed in beside cabinets.

ITEM 13. To change all light fixtures in rooms shown as storage closets, equipment and machine rooms to Type L.

Item 14. To make the following changes to Elevator specified:

- A. Reduce speed from 350 feet per minute to 200 feet per minute.
- B. Omit with/without attendant feature and furnish in lieu thereof Independent Service Feature
- C. Omit hall lantern fixtures and circuitry and furnish traveling hall lanterns in each car.
- D. Furnish ESCO Standard Cab Design ##300 in lieu of cab specified.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Cain & Cain, Inc., as Principal, and National Surety Corporation as Surety, are held and firmly bound unto Johnson County Commissioners Court hereinafter called the Owner, in the sum of TWO MILLION, TWO HUNDRED TWENTY FIVE THOUSAND, EIGHT HUNDRED NINETY AND NO/100 - (\$2,225,890.00) Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this Obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated January 17, 1969, for

A NEW ADDITION AND ALTERATIONS TO JOHNSON COUNTY MEMORIAL HOSPITAL, 1600 N. MAIN, CLEBURNE, TEXAS

Now, Therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Owner, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertankins, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract price more than twenty percent in excess of the original contract price without notice to the surety, then, this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their severall seals this 17th day of January, 1969, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF

_____(seal)
(INDIVIDUAL PRINCIPAL)

(Address)

(BUSINESS ADDRESS)

_____(seal)
(INDIVIDUAL PRINCIPAL)

(address)

(Business Address)

ATTEST:

CAIN & CAIN, INC.
(Corporate Principal)

Wilburn Burns, Secretary

4001 S. Freeway, Ft. Worth, Texas
(Business Address)

By Owen E. Cain (CORP. SEAL)

ATTEST:

NATIONAL SURETY CORPORATION
(Corporate Surety)

Faye Ann Sengenberger

111 W. Laurel, San Antonio, Texas
(Business Address)

By A. C. Tinch, (Corp. Seal)

A. C. Tinch, Attorney-in-Fact

The rate of premium on this bond is \$10.00 per thousand 1st 100,000

\$ 6.50 per thousand next \$2,125,890.00

Total amount of premiums charged, \$14,818.00

GENERAL POWER OF ATTORNEY

NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint A. C. TINCH, JR., San Antonio, Texas its true and lawful attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-Laws of NATIONAL SURETY CORPORATION adopted on the 6th day of September, 1962 and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation.

Section 31. AUTHORITY. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed;

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 4th day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice-President

STATE OF CALIFORNIA

I

SS.

CITY AND COUNTY OF SAN FRANCISCO

I

ATTEST: CAIN & CAIN, INC. (Corporate Principal)
 Wilburn Burns, Secretary 4001 S. Freeway, Ft. Worth, Texas (Business Address)
 By Owen E. Cain (Corp. Seal)

ATTEST: NATIONAL SURETY CORPORATION (Corporate Surety)
 Faye Ann Sengenberger By A. C. Tinch, Jr. - Attorney-in-Fact (Corp. Seal)

The rate of premium on this bond is INCL. per thousand.

Total amount of premium charged, \$ INCL.

GENERAL POWER OF ATTORNEY

NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint A. C. TINCH, JR., San Antonio, Texas its true and lawful attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of NATIONAL SURETY CORPORATION adopted on the 6th day of September, 1962, and now in full force and effect.

"ARTICLE VIII. Appointment and authority of resident assistant Secretaries and Attorneys-in-Fact and Agents to accept legal process and make appearances.

Section 30. APPOINTMENT. The Chairman of the Board of Directors the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President and its corporat seal to be hereunto affixed this 4th day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice President

STATE OF CALIFORNIA, I
 CITY AND COUNTY OF SAN FRANCISCO I SS.

On this 4th day of November 1968, before me personally came S. D. Menist, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION,

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 specification 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 \$500,000. payable serially, the maximum maturity date to be not later than December 31, 2008; and the successful contractor or 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.

Herschel Winn, County Judge
Johnson County, Texas

STATEMENT OF INDEBTEDNESS

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

I, the undersigned, County Treasurer of Johnson County, Texas, DO HEREBY CERTIFY that the following is a full, true and correct statement of the outstanding indebtedness of Johnson County, Texas (authorized under the provisions of ARTICLE VIII, Section 9 of the Constitution of the State of Texas), as of the date hereinbelow shown:

KIND OF BONDS	DATE	INT.	MATURITY	AMOUNT OUTSTANDING
LIMITED TAX DEBT				
Road Imp. Rfdg., Series 1967	4-15-67	4½%	\$ 10,000 4-15-69/70	
			20,000 71	
			25,000 72/76	
			30,000 77	\$195,000
Road Imp. Rfdg., Series 1967-A	11- 1-67	4½%	38,000 11- 1-78	38,000

TOTAL OUTSTANDING DEBTS -----\$233,000

Sinking funds on hand to credit of above debt -----\$ _____

WITNESS MY OFFICIAL SIGNATURE, this the 17th day of January, 1969.

Mable Massey, County Treasurer,
 Johnson County, Texas

ORDER AGAIN REFERRING BIDS FOR THE
 CONSTRUCTION OF HOSPITAL IMPROVEMENTS

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

ON THIS, the 9th day of December, 1968, the Commissioners' Court of Johnson County, Texas, convened in regular session, being optn to the public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, the following members of the Court being present, to-wit:

- | | |
|-------------------|------------------------------|
| MRS. W. M. COWARD | COMMISSIONER, Precinct No. 1 |
| W. R. Bryant | COMMISSIONER, Precinct No. 2 |
| W. I. BOTELEER | COMMISSIONER, Precinct No. 3 |
| M. W. ROLAND | COMMISSIONER, Precinct No. 4 |

and with the following absent: None

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

The Presiding Officer submitted the following order:

WHEREAS, as a result of advertisement of the County's intention to receive bids 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, bids have heretofore been received at the time and place designated in the notice, and said bids were referred for tabulation and checking until November 12, 1968; and,

WHEREAS, on November 12, 1968, at the designated time the members of the Court convened and thought it proper to refer said bids for further tabulation and checking to the 9th day of December, 1968; and,

WHEREAS, on the 9th day of December, 1968, at the designated time the Court convened, and due to the fact that it will be necessary to obtain the approval for the execution of a contract with the Federal government because of a Hill-Burton grant to be made to the County, it is proper and necessary to recess the meeting and further refer such bids to the Architect until the 17 day of January, 1969, when action will be taken thereupon; therefore,

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

That the meeting of December 9, 1968 is hereby recessed, and bids further referred until the 17 day of January, 1969, at which time the County Auditor's recommendations will be considered, contracts awarded, and authorization given for the delivery of warrants in payment of all or part of the contract price or prices, or this Court will reject all bids received.

* * * * *

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

The Presiding Officer declared the motion carried and the order passed, and the Clerk was instructed to record the same in the proper minutes of the Court.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, this the 9th day of December, 1968.

/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

ORDER RATIFYING AND CONFIRMING CONTRACT
AND AUTHORIZING ISSUANCE OF \$500,000
"JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVE-
MENT WARRANTS," DATED FEBRUARY 1, 1969

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

ON THIS, the 17th day of January, 1969, 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, the following members of the Court being present, to-wit:

THOMAS BALL	COUNTY JUDGE, PRESIDING: and
C. W. ATWOOD	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 were the following:

The COUNTY JUDGE introduced the following order:

WHEREAS, heretofore, to-wit: on the 1st day of October, 1968, the Commissioners' Court of Johnson County, Texas, passed and adopted an order finding and determining that it was necessary and advisable for the County to provide for the construction of hospital improvements, to-wit: on additions to Memorial Hospital of Johnson County, Texas, and therenovation 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, and authorized the County Judge to give notice of the County's intention to receive construction bids, and in the event that 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 in accordance with the requirements of Article 2368a, V. A. T. C. S., which order is recorded in the Minutes of said Court and reference thereto is hereby made for further description; and,

WHEREAS, the aforesaid notice was published in a newspaper of general circulation in Johnson County and published in the City of Cleburne, Johnson County, Texas, on October 4, 1968 and October 11, 1968, the date of the first publication being not less than fourteen (14) full days prior to the date set for receiving bids, as required by law, to-wit: October 29, 1968; and,

WHEREAS, at the time and place stipulated in such notice, this Court did receive proposals or bids in respect of the improvements, and at said time and place this Court did pass and enter an order referring said proposals or bids to the County's Architect for tabulation and checking, with a provision that said Court would again convene on the 9th day of December, 1968 to consider the bids received for the construction of the improvements specified; that upon convening in session on the 9th day of December, 1968, the Court found that it was necessary and proper to again refer the bids for tabulation to the 17th day of January, 1969; and

WHEREAS, on this the 17th day of January, 1969, it is affirmatively found by the Court, and upon advise of the County's Architect, that the lowest and best secured proposal or bid submitted in respect of the construction of the aforementioned improvements, was submitted by CAIN & CAIN, INC., 4001 South Expressway, Fort Worth, Texas, in the amount of \$2,225,890, it being affirmatively found and adjudged that said bid is in strict conformity with the advertised notice to bidders; and,

WHEREAS, the Commissioners' Court affirmatively finds and determines that no petition of any kind has been submitted to the County Clerk of Johnson County, Texas, or to any member of the Commissioners' Court or to any officer of said county whomsoever, requesting a referendum vote upon the question of authorizing the issuance of bonds of said County for the purpose of providing the money to pay for all or part of the improvements to be made, or in any manner questioning the awarding of a contract for the construction of said improvements, or the issuance of the interest bearing time warrants of the County in payment thereof; therefore, this Court is authorized and empowered to proceed with the acceptance of the bid and the awarding of the contract and the authorization of the issuance of warrants in payment of a portion of the cost thereof; and,

WHEREAS, it is affirmatively found and adjudged that the awarding of such contract and the issuance of the time warrants herein authorized will not exceed any constitutional or statutory authority or limitation; and,

WHEREAS, by virtue of the aforesaid conclusions of this Court, it is found and adjudged that a contract should be and the same is hereby entered into by and between the County of Johnson and CAIN & CAIN, INC., the successful bidder, on this 17th day of January, 1969, said contract being as follows, to-wit:

FORM OF AGREEMENT

THIS AGREEMENT, entered into this day of January 17, 1969, by CAIN AND CAIN, INC. hereinafter called the "CONTRACTOR" and Johnson County Commissioners Court hereinafter called the "OWNER,"

WITNESSETH that the Contractor and the Owner, in consideration of premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK. - The Contractor shall furnish all labor and materials and perform all work for a New addition and alterations to Johnson County Memorial Hospital, 1600 N. Main, Cleburne, Texas in strict accordance with the specifications dated June 25, 1968, for a new addition and alterations to Johnson County Memorial Hospital, 1600 N. Main, Cleburne, Texas, Addenda thereto numbered: AB-1; AB-2; AB-3; AB-4; AB-5; No. 1 to mechanical specifications, and the drawings listed therein, all of which are made a part hereof.

TIME FOR COMPLETION. - The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 450 calendar days from and after said date as specified herein paragraph 2 page 30 of the General Requirements.

COMPENSATION TO BE PAID TO CONTRACTOR. - The Owner will pay and the contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of Two million, two hundred twenty five thousand, eight hundred ninety Dollars and no.cents, (\$2,225.890.00) being the amount of the Contractor's Base Bid for alterations and additions to Johnson County Memorial Hospital including Alternate Prices none

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

agreement in five (5) counterparts, each of which shall, without proof of accounting for the other counterparts, be deemed an original thereof.

ATTEST:

Luba LeBoeuf

Wilburn Burns - Secretary

ATTEST:

Louis B. Lee, County Clerk

Johnson County, Texas

CAIN AND CAIN, INC. - CONTRACTOR

By Owen E. Cain, President

Box 685, Ft. Worth, Texas (Corp. Seal)

JOHNSON COUNTY COMMISSIONERS COURT - OWNER

By Thomas E. Ball, County Judge

Johnson County, Cleburne, Texas

AND WHEREAS, as required by statute, the aforesaid Contractor has executed a Performance Bond and Payment Bond, each in the full amount of the contract price, written by a surety company authorized to do business in the State of Texas, and satisfactory to the Commissioners' Court, in accordance with the provisions of Article 5160, V. A. T. C. S., and such bonds are hereby adopted and approved; and,

WHEREAS, it appearing to the Commissioners' Court that all prerequisites for making legal, binding and subsisting contracts have been complied with, and that all the provisions of Article 2368a V. A. T. C. S., have been followed and that this County may properly proceed with the order authorizing the issuance of said warrants to be delivered in payment of part of the cost of the aforesaid construction of hospital improvements; therefore,

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

SECTION 1: That the aforesaid Contract, Performance and Payment Bonds are hereby in all things RATIFIED, APPROVED, CONFIRMED AND ADOPTED, and the contract entered into between the County and the aforesaid Contractor is declared to be the legal contract of said County and to have effect according to its tenor and purport and as the official act and deed of Johnson County, Texas.

SECTION 2: That in accordance with the notice hereinabove referred to, and pursuant to the provisions of the contract hereinabove mentioned, and under and by virtue of the Constitution and statutes of the State of Texas, the time warrants of Johnson County, Texas, to be known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," be and the same are hereby authorized to be issued in the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), dated February 1, 1969.

SECTION 3: That said warrants shall be numbered consecutively from One(1) Through Five Hundred (500); shall each be in denomination of One Thousand Dollars (\$1,000); and shall mature serially on February 1 in each of the years in accordance with the following schedule:

WARRANT NUMBERS (All Inclusive)	MATURITY	AMOUNT
1 to 10	1970	\$10,000
11 to 15	1971	5,000
16 to 20	1972	5,000
21 to 25	1973	5,000
26 to 30	1974	5,000
31 to 40	1975	10,000
41 to 50	1976	10,000
51 to 60	1977	10,000
61 to 100	1978	40,000
101 to 110	1979	10,000
111 to 155	1980	45,000
156 to 200	1981	45,000
201 to 250	1982	50,000
251 to 300	1983	50,000
301 to 350	1984	50,000

351 to 400	1985	50,000
401 to 450	1986	50,000
451 to 500	1987	50,000

PROVIDED, HOWEVER, that the County of Johnson, Texas, reserves the right to redeem the warrants maturing in the year 1975 through 1987 of said series, in whole or any part thereof, on February 1, 1974, or on any interest payment date thereafter, at the price of par and accrued interest to the date fixed for redemption; and PROVIDED, FURTHER, that at least thirty (30) days prior to any interest payment date upon which any of said warrants are to be redeemed, a notice of redemption signed by the County Clerk (specifying the serial numbers and amount of warrants to be redeemed) shall have been filed with the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas (the paying agent named in each of said warrants); and should any warrant or warrants not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

SECTION 4: That said warrants shall bear interest from date to maturity at the rate of FIVE AND ONE-HALF PER CENTUM (5½%) per annum, such interest to be evidenced by proper coupons attached to each of said warrants, and said interest shall be payable on February 1, 1970, and semi-annually thereafter on August 1 and February 1 in each year.

SECTION 5: That both principal of and interest on said warrants shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, upon presentation and surrender of warrants or proper coupons at the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas.

SECTION 6: That said warrants shall be signed by the County Judge, attested and countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners' Court of said county shall be impressed on each of said warrants, and the facsimile signatures of the County Judge and County Clerk may be lithographed or printed on the interest coupons and shall have the same effect as if signed by said officers in person; and in registering said warrants the County Treasurer shall write on the face of same the date of registration and shall sign his name officially thereto.

SECTION 7: That the form of said warrants shall be substantially as follows:

No. _____	UNITED STATES OF AMERICA	\$1,000
	STATE OF TEXAS	
	COUNTY OF JOHNSON	
	JOHNSON COUNTY, TEXAS	
	HOSPITAL IMPROVEMENT WARRANT	

The COUNTY OF JOHNSON, a political subdivision and body corporate of the State of Texas, FOR VALUE RECEIVED, acknowledges itself indebted to and hereby obligates itself to pay to CAIN & CAIN, INC., Contractor, Fort Worth, Texas, or to bearer, on the FIRST DAY OF FEBRUARY, 19__, the principal sum of ONE THOUSAND DOLLARS (\$1,000), in lawful money of the United States of America, together with interest thereon from date hereof, to maturity at the rate of FIVE AND ONE-HALF PER CENTUM (5½%) per annum, payable on February 1, 1970, and semi-annually thereafter on August 1 and February 1 in each year, both principal and interest being payable at the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas, without exchange or collection charges to the owner or holder, and interest falling due on or prior to maturity hereof is payable only upon presentation of the interest coupons hereto attached as they severally become due; and the Treasurer of said County is hereby authorized, ordered and directed to pay to said Contractor, or bearer, the said principal sum, together with interest thereon, evidenced by coupons attached hereto, and payable at the paying agency named above, out of and from money belonging to the sinking fund of this series of warrants, levied, assessed, and created for the purpose of paying the principal of and interest on the indebtedness hereby evidenced.

THIS WARRANT is one of a series of Five Hundred (500) warrants, the aggregate authorized principal sum of which is FIVE HUNDRED THOUSAND DOLLARS (\$500,000), originally issued by Johnson County, Texas, for the purpose of 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 a contract made and executed under and by virtue of the Constitution and laws of the State of Texas and pursuant to order duly passed and adopted by the Commissioners' court of said County and of record in the Minutes of said Court.

AS SPECIFIED in the order hereinabove mentioned, the County reserves the right to redeem the warrants maturing in each of the years 1975 through 1897 of this series, in whole or any part thereof, on February 1, 1974, or on any interest payment date thereafter, at the price of par and accrued interest to the date fixed for redemption; PROVIDED, HOWEVER, that at least thirty (30) days prior to any interest payment date upon which any of said warrants are to be redeemed, a notice of redemption signed by the County Clerk (specifying the serial numbers and amount of warrants to be redeemed) shall have been filed with the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas, and should any warrant or warrants not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this warrant, and of the series of which it is a part, to render the same legal and valid, have been properly done, have happened and have been performed in regular and due time, form and manner, as required by law; that due and proper provisions have been made for the levy of a direct and continuing ad valorem tax against all taxable property within said County (out of the amount available to the County under Article VIII, Section 9 of the Constitution of Texas) sufficient in amount to provide a sinking fund for the redemption of said warrants at maturity and for the payment of all interest thereon as same accrues; that the County has received full value and consideration for this warrant, there being no warranties concerning the performance of the contract for which this warrant was issued which have not been fulfilled in all particulars by the Contractor; and that the total indebtedness of said County, including this warrant and the series of which it is a part, does not exceed any constitutional or statutory limitation.

IN TESTIMONY WHEREOF, the Commissioners' Court of Johnson County, Texas, has caused the seal of said Court to be affixed hereto and this warrant to be signed by the County Judge, attested and countersigned by the County Clerk, and registered by the County Treasurer; and the interest coupons hereto attached to be executed by the lithographed or printed facsimile signatures of the County Judge and County Clerk; the date of this warrant, in conformity with the order above referred to, being the FIRST DAY OF FEBURARY, 1969.

ATTESTED AND COUNTERSIGNED:

County Clerk, Johnson County, Texas

COUNTY JUDGE, JOHNSON COUNTY, TEXAS

REGISTERED: This the ____ day of _____ 19__

County Treasurer, Johnson County, Texas

SECTION 8: That the interest coupons attached to said warrants shall be substantially as follows: *(unless the warrant to which this coupon pertains has been properly called for redemption in accordance with its terms), the County of Johnson, a body corporate and politic of the State of Texas, hereby promise to pay to CAIN & CAIN, INC., Contractor, or to bearer, at the MERCANTILE NATIONAL BANK AT DALLAS, Dallas, Texas, the sum of

_____ DOLLARS

(\$ _____), in lawful money of the United States of America, without exchange or collection charges to the owner or holder, said sum being _____ months' interest due that day on "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANT," dated February 1, 1969.

Warrant No. _____.

County Clerk_____
County Judge

*NOTE TO PRINTER: The expression in parentheses to be included only in coupons maturing August 1, 1974 and subsequent pertaining to optional warrants maturing in the years 1975 through 1987.

SECTION 9: That the following certificate shall be printed on the back of each of said Warrants:

ASSIGNMENT

THIS IS TO CERTIFY that CAIN & CAIN, INC., Contractor, Fort Worth, Texas, has received the within warrant and annexed interest coupons from Johnson County, Texas, in part payment of the amount due by said County to said Contractor by virtue of the valid and subsisting contract entered into by and between said Contractor and said County on the _____ day of January, 1969, and FOR VALUE RECEIVED, the said Contractor hereby transfers, assigns, sells and delivers to bearer, without recourse, all its rights, title and interest in and to the within principal warrant and interest coupons thereto attached, and the said bearer is hereby subrogated to all claims, liens, rights and title whether at law or in equity which are or may be secured to the said Contractor in the aforesaid contract and the bearer hereof is authorized to collect the same and give full receipt and acquittance therefor.

CAIN & CAIN, INC., Contractor

By _____

SECTION 10: That said warrants herein provided for shall be executed and delivered by the County Judge, County Clerk and County Treasurer of Johnson County, Texas, upon order of this Court pursuant to estimates or accounts duly submitted to and approved by the Commissioners' Court of Johnson County, Texas, prior to the delivery of such warrants in payment thereof; and the balance of the contract price (\$1,725,890) shall be paid in cash out of funds on hand and to be on hand within the current fiscal year and legally available for the purpose of unappropriated to any other purpose. The County Treasurer is authorized and directed to set aside the sum of \$1,225,890, out of funds now on hand, in cash, and shall as received set aside the sum of \$500,000 which is to be received as a grant under the Hill-Burton program, and as received such funds shall be and are ordered set aside for the payment of a part of the said contract price--all in accordance with the terms and conditions of the contract by which the Hill-Burton grant has become available to the County.

SECTION 11: That to provide for the payment of the debt service requirements on the said warrants, being (i) the interest on said warrants and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while said warrants or interest thereon shall remain outstanding and unpaid, a sufficient tax on each one hundred dollars' valuation of taxable property in said County, adequate to pay such debt service requirements, and full allowance being made for delinquencies and costs of collection; said tax (out of the amount available to the County under Article VIII, Section 9 of the Constitution of Texas) shall be assessed and collected each year and applied to the payment of the said debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied shall be paid into a fund known as "SPECIAL HOSPITAL IMPROVEMENT WARRANT FUND," which is hereby established for the payment of the obligations herein authorized. The Commissioners' Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient for such warrants, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

* * * * *

The above order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Bryant that the same be passed and adopted. Thereupon, the question being called for,

the motion was put to a vote of the members of the Commissioners' Court with the following members of the Court voting "AYE": County Judge Ball, and Commissioners Atwood, Bryant, Boteler and Roland; and none voting "NO".

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

WITNESS the signatures of the members of the Commissioners' Court of Johnson County, Texas, this the 17th day of January, 1969.

/s/ THOMAS BALL
County Judge, Johnson County, Texas

/s/ C. W. ATWOOD
Commissioner, Precinct No. 1

/s/ W. R. BRYANT
Commissioner, Precinct No. 2

/s/ W. I. BOTELE
Commissioner, Precinct No. 3

/s/ M. W. ROLAND
Commissioner, Precinct No. 4

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, CAIN & CAIN, INC. as Principal, and NATIONAL SURETY CORPORATION as Surety, are held and firmly bound unto JOHNSON COUNTY COMMISSIONERS COURT hereinafter called the Owner, in the sum of TWO MILLION, TWO HUNDRED TWENTY FIVE THOUSAND, EIGHT HUNDRED NINETY AND NO/100 (\$2,225,890.00) dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated January 17, 1969, for A NEW ADDITION AND ALTERATIONS TO JOHNSON COUNTY MEMORIAL HOSPITAL, 1600 N. MAIN, CLEBURNE, TEXAS.

Now, therefore, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract price more than twenty percent in excess of the original contract price without notice to the surety, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 17th day of January, 1969, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

_____	_____ (SEAL)
	(Individual principal)
_____ (address)	_____ (Business Address)
_____	_____ (SEAL)
	(Individual principal)
_____ (Address)	_____ (Business Address)

ATTEST:
Wilburn Burns, Secretary

CAIN & CAIN, INC.
4001 S. Freeway, Ft. Worth, Texas
By Owen E. Cain (Corp. Seal)

ATTEST:
Faye Ann Sengenberger

NATIONAL SURETY CORPORATION
111 W. Laurel, San Antonio, Texas
By A. C. Tinch, Jr., Attorney-in-Fact (CORP. SEAL)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

(seal)

Ethel L. Watkins, Notary Public

My Commission expires March 2, 1971

California

City and County of San Francisco

CERTIFICATE

STATE OF CALIFORNIA, I
CITY AND COUNTY OF SAN FRANCISCO I SS.

I, the undersigned, Assistant Secretary of NATIONAL SURETY CORPORATION, a New York Corporation, do Hereby certify that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-Laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 14th day of January, 1969.

(CORP. SEAL)

Winifred H. Browne, Assistant Secretary

STATEMENT OF TAXABLE VALUES

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

I, the undersigned, Assessor and Collector of Taxes of Johnson County, Texas, DO HEREBY CERTIFY that the assed valuation of property for the purposes of taxation in said County as shown by the tax rolls of said County for the year 1968, which have been duly approved, and which is the latest official assessment of said County, is as follows:

TOTAL REAL AND PERSONAL PROPERTY VALUATIONS \$40,807,955.00

WITNESS MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this the 17 day of January, 1969.

(SEAL)

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

ORDER REFERRING BIDS FOR TABULATION FOR THE CONSTRUCTION OF HOSPITAL IMPROVEMENTS

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

ON THIS, the 12th day of November, 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 Court-house at Cleburne, Texas, the following members of the Court being present, to-wit:

- MRS. W. M. COWARD COMMISSIONER, PRECINCT NO. 1
W. R. NRYANT COMMISSIONER, Precinct No. 2
W. I. BOTELER COMMISSIONER, Precinct No. 3 with
M. W. ROLAND COMMISSIONERS, Precinct No. 4, Presiding

and with the following absent: Herschel C. Wim, and among other proceedings had by said Court was the following :

The County Commissioner presiding submitted the following order:

WHEREAS, as a result of advertisement of the County's intention to receive bids for furnishing all labor and mterials 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, bids have heretofore been received at the time and place designated in the notice; and,

WHEREAS, it is proper to refer all of said bids to the Architect for further tabulation and checking; therefore,

Depository for the next biennial, we hereby submit our bid and proposal to act as depository for Johnson County, its common school districts, hospital funds, the trust funds of the County and District Clerks and any other funds of which the Commissioners' Court has jurisdiction for the next two years as follows:

Cleburne National Bank agrees to accept as County Depository the account of Johnson County together with its common school districts, hospital funds and the trust funds of the County and District Clerks and any other funds of which the Commissioners' Court has jurisdiction for the next two years upon the condition that your court will designate it as County Depository for the above funds for said period. We agree to pay interest on Time Certificates of Deposit at the following rates provided there is no conflict with the Federal Reserve Board regulation in this connection: On Time Certificates of Deposit for three months, $4\frac{1}{2}\%$ for six months, 5%. The interest will be calculated to the maturity of each Time Deposit. It is also agreed there will be no charge for carrying temporary overdrafts lasting only a few days.

The Cleburne National Bank further agrees to secure the depository account in accordance with Section (c), Article 2547, of the Revised Civil Statutes of 1925, as now amended, which in substance states that the depository bank is authorized to pledge with the Commissioners' Court for the purpose of securing said funds, securities of the following kind in the amount equal to the county funds on deposit in said depository bank, to-wit: United States Bonds, United States Notes, Certificates of Indebtedness of the United States, Bonds of the State of Texas or of any county, town, city, independent school district, common school district or bonds issued under the Federal Farm Loan Act or Road District Bonds.

The Cleburne National Bank agrees to place these securities as a pledge with the Republic National Bank, Dallas, Texas; Federal Reserve Bank, Dallas, Texas; First National Bank, Fort Worth, Texas; Fort Worth National Bank, Fort Worth, Texas; First City National Bank, Houston, Texas, they in turn issuing their trust receipt in favor of Johnson County. It being understood, however, that Cleburne National Bank reserves the right to withdraw the securities as the funds are withdrawn and to pledge additional securities as the account is increased as outlined in the above mentioned statute.

Said Bank upon acceptance of this bid and proposal, stands ready to execute bonds and perform all acts required by law to legally qualify as such depositories and execute the depository contract renewing and extending the contract you now held with us dated February 13, 1967.

As evidence of our good faith we enclose herewith our Cashier's Check Number 38171 payable to the order of Thomas E. Ball, County Judge, Johnson County, Texas for \$5,000.00. If we are awarded the depository contract and when we have duly qualified as your depository subject to conditions set forth in the Revised Civil Statutes governing County depositories the above mentioned Cashier's Check is to be returned to us.

WEB/ph

Respectfully submitted

Enclosure

W. E. Boger, President

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that the following Resolution be accepted. That the Johnson County Memorial Hospital Board be notified that any and all Government Bonds bought by the Board be purchased from the County Depository Bank and held by that Bank until sold.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following Resolution be adopted.

All voted aye

BE IT RESOLVED by the Commissioners' Court of Johnson County, Texas, that the Agreement entered into with Shearson, Hammill & Co. through their agent, Henry Keller, Jr., on March 13, 1967, relative to the financing of \$500,000 worth of Time Warrants to be issued in connection with the additions and

alterations to the Johnson County Memorial Hospital, has been terminated through mutual agreement between the Commissioners' Court and Shearson, Hammill & Co., as per their letter of January 22, 1969. Said contract called for a fee of 2% of the amount of Time Warrants in the sum of \$500,000, or a \$10,000 fee. That in terminating the contract Shearson, Hammill & Co. have agreed to accept the sum of \$1,000 in full and final settlement of their claim against Johnson County, based on their contract of March 13, 1967.

Attached to this Resolution is a copy of their statement dated January 22, 1969 and their letter of the same date is likewise attached.

<p>Members</p> <p>New York Stock Exchange and other Leading Security & Commodity Exchanges</p>	<p>SHEARSON, HAMMILL & CO. INCORPORATED/FOUNDED 1902 127 EAST TRAVIS STREET San Antonio 78205 Capitol 6-3351</p>	<p>Main Office 14 Wall Street New York</p>
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January 22, 1969

To the Honorable County Judge and
Commissioners Court
Johnson County, Texas

TO: SHEARSON, HAMMILL & CO., INC., DR.

For services rendered and expenses incurred in connection with Financing Agreement
on \$500,000 proposed Johnson County Hospital Warrants, dated March 13, 1967-----\$1,000.00

<p>Members</p> <p>New York Stock Exchange and other Leading Security & Commodity Exchanges</p>	<p>SHEARSON, HAMMILL & CO. INCORPORATED/FOUNDED 1902 127 East Travis Street San Antonio 78205 Capitol 6-3351</p>	<p>Main Office 14 Wall Street New York</p>
--	--	--

January 22, 1969

Honorable Thomas Ball
County Judge
County Courthouse
Cleburne, Texas, 76031

Dear Judge Ball:

In accordance with our agreement, I am enclosing our statement for services rendered in connection with the Hospital Warrant deal.

The receipt of this settlement invoice will terminate any obligation of this company or the county in connection with the contract dated March 13, 1967.

In the event your county has future financing that will require public distribution we would appreciate the opportunity to offer our services.

Yours truly,

Shearson, Hammill & Co., Inc.

Henry Keller, Jr.

HKjr:hc

Enc. 1

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following Resolution be adopted.

All voted aye

BE IT RESOLVED by the Commissioners' Court of Johnson County, Texas, that the law firm of Dumas, Huguenin and Boothman, 1212 Kirby Building, Dallas, Texas, be and the same is employed as attorneys to represent Johnson County in the issuance of Time Warrants in the amount of \$500,000.00, on the basis as set forth in their letter of January 24, 1969, which is set out in full, as follows:

"RE: \$500,000 Johnson County, Texas

Hospital Improvement Warrants,

dated February 1, 1969

"You have requested that we outline the fee for legal services to be rendered by this firm in connection with the preparation of the instruments authorizing the above described warrants, and the delivery of these warrants and cash payments, so as to enable the County to be in position to refund the warrants should this later be desired, and in such manner as to enable this firm to issue an approving opinion on the warrants which would ordinarily satisfy the bank examiners.

"The base fee for the handling of such proceedings would be \$2,400. Additionally, there would be a fee of \$25 for each installment delivery of warrants or cash, after the fourth installment delivery. In the event of change orders being hereafter entered there would be no charge so long as there are no more than two or three additional orders (Change Order #1 having previously been prepared.) If there are more than three additional change orders, it might be necessary for us to charge some nominal amount for each additional order (\$25 or less).

"Normally, we would expect that there would be one or two additional change orders during the period of construction.

"In addition to the amount specified in the preceding paragraph, we would except reimbursement for any travel expenses (none incurred to date), telephone expenses, etc.

"The fee is normally due and payable upon the completion of the proceedings relating to the delivery of the warrants, but in this situation, where it appears there is such a long period of construction, it might well be that we would like to send you a statement for a proportionate amount of the fee in December of this year.

"If this fee arrangement is satisfactory with the Commissioners' Court, we would appreciate your advising to this effect."

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the Personal Property Rendition Schedule for 1969 for County Tax Purpose will be as follows:

TRACTORS

1968 - 1969	- 50% of cost
1967	40% of cost
1966	35% of cost
1965	30% of cost

AUTOMOBILES

List your car by year and name, we will compute value at 50% of RED BOOK National Market Value. Render 1964 or later. (6 or 8 Cylinder)

HORSES

Saddle, gaited	100.00 - 150.00
Work	50.00 - 90.00
Sheep - Goats	5.00 - 9.00

CATTLE - GRADE

Cows	35.00 to 50.00
Yearlings	15.00 to 25.00
Calves	10.00 to 20.00
Stocker	35.00 to 50.00
Steers	40.00 to 60.00
Bulls	30.00 to 50.00

MERCHANDISE

20% of Inventory Value

FIXTURES

20% of original cost (or estimate)

HOGS - 30% of market value

CATTLE - REGISTERED

Cows	70.00 to 150.00
Yearlings	30.00 to 50.00
Calves	25.00 to 40.00
Bull (Herd)	80.00 to 150.00
Bulls-imported	150.00 to 250.00

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that Rex Walton, County land appraiser be allowed expense account of \$50.00 per month to operate his personal car, in the event it become necessary for the Commissioners to use the pick-up now assigned to his office.

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

All voted aye

Upon a motion made by Commissioner Roland 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
T. O. Tietz	Gravel for private drive, off FM 916 Near Rio Vista	Precinct No. 1
J. M. Shellhorse	Gravel in driveway, Off C. R. 701A	Precinct No. 2
E. J. Miller	Gravel Driveway, Off C. R. 710	Precinct No. 2
Allen E. Adams	Grade Driveway, Off C. R. 1006	Precinct No. 2
A. M. Head	Haul & spread 1 load grave for private road Off C. R. 414	Precinct No. 3
M. W. East	Spread gravel for private driveway South of Egan on C. R. 807	Precinct No. 3
David Jewett	Haul gravel & spread for private driveway off C. R. 522; 1½ miles east Bethedsa	Precinct no.3
Clifford B. Deal	Haul & Spread gravel forprivate driveway off C. R. 517 3½ miles North Alvarado	Precinct No. 3
J. B. Carlslile	Haul & Spread gravel off C. R. 109; ¼ miles South Venus	Precinct No. 3
Otis L ane	Haul 1 load gravel for private driveway off H. W. 67 3 miles West Alvarado	Precinct No. 3
Davis J. Renfro	Haul & Spread gravel for private driveway off F M 917 at Lillian Texas	Precinct No. 3
City of Alvarado	Haul materials and to maintaince for 1 year	Precinct No. 3
D. B. Ward	Haul 1 load gravel for private driveway off FM 917 5 miles north Alvarado	Precinct No. 3
Joe Hudron, Jr.	Haul & Spread gravel on private road of C. R. 514, 4 miles SW Mansfield	Precinct No. 3
M. K. Williams	Gravel Driveway, McFarland Street	Precinct No. 4

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the tax Assessor Collector be authorized to make certain changes in his office to improve service in the Title Section in his office, buy one new chair at cost of \$54.95 from Hallman Office Supply Co., and light fixture for Desk.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that Karr Radio DT87-FM - 2 way Mobile Radio, Supply County with bids on other makes of car Radio.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the monthly report for January, 1969, of Johnson County Memorial Hospital be approved as presented and examined in open court.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
 COUNTY CLERK

 COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I FEBRUARY 18, 1969

\$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 1 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$45,360.90 is the amount that should be paid to the Contractor; and,

WHEREAS, this Court now finds and determines that the amount now due the Contractor should now be paid in the following manner:

\$45,360.90 by the payment of cash out of funds on hand legally available for the purpose of heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO. 1

DATE: January 31, 1969

<u>ITEM</u>	<u>CONTRACT PRICE</u>	<u>COMPLETE TO DATE</u>
Aluminum Entrances-Glass-Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	
Drywall-Acoustic Tile-Insulation	148,000.00	
Electrical	293,314.00	23,928.00
Elevators	69,200.00	
Excavation	3,600.00	
Fence	300.00	
Finish Hardware	12,900.00	
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	
Metal Doors-Frames	7,800.00	
Metal Sidings	7,200.00	
Metal Windows	5,920.00	
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	2,800.00
Precast Panels	87,270.00	
Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	
Steel-Struct.-Reinf.-Misc.	98,300.00	3,260.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	18,350.00	19,350.00
Lumber	3,200.00	
Rough Hardware	4,980.00	
Concrete	20,320.00	
Insurance-Building	5,200.00	
Labor	151,290.00	925.00
Insurance & Taxes-Labor	22,693.00	138.00
Form Lumber	6,800.00	
	<u>1,035,019.00</u>	<u>50,401.00</u>

ORIGINAL CONTRACT \$ _____	Total Estimate to Date -----	\$50,401.00
ADDITIONS..... _____	Less 10% Retainage.....	5,040.10
Sub Total Contract..... _____	Amount Due -----	45,360.90
DEDUCTIONS..... _____	Less Previous Estimates -----	0.00
Total paid with this estimate..... _____	Amount due this Estimate	<u>\$45,360.90</u>
BALANCE		

APPROVED FOR PAYMENT:

CAIN & CAIN, INC.

M. M. MOSELEY, ARCHITECT

Wilburn Burns, Secretary

/s/ M. M. Moseley

Feb. 5, 1969

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing

same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

SECTION 4: That the cash payment herein authorized to be made is hereby found to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration under the contract for which payment has been authorized by the payment of cash, authorized herein to be made to the amount of the estimate, and all things required by law to be done by the payment of cash have happened and have been performed in due time, form and manner as required by law. This ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court and their successors in office.

SECTION 5: That the County shall carry out the provisions of this order by causing the foregoing cash payment to be made to said Contractor, and it is specifically provided that all acts of the County regarding the payment of cash shall be prima facie evidence that the official acts of the County have been completed in all respects in the proper manner.

PASSED AND APPROVED, this the 18th day of February, 1969.

ATTEST: Thos. E. Ball, County Judge,
Johnson County, Texas
 Louis B. Lee, County Clerk and Ex-Officio
 Clerk of the Commissioners' Court of
 Johnson County, Texas
 (Com. Crt. Seal)

MINUTES PERTAINING TO AN ORDER APPROVING
 ESTIMATE TO A CONTRACT BETWEEN THE COUNTY
 OF JOHNSON, TEXAS, AND M. M. MOSELEY,
 ARCHITECT, IN PAYMENT OF SERVICES PERFORMED

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

ON THIS, the 18th day of February, 1969, the Commissioners' Court of Johnson County, Texas, convened in called session, being open to the public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, the following members of the Court being present, to-wit:

- | | |
|---------------|------------------------------|
| THOMAS BALL | COUNTY JUDGE, Presiding; and |
| C. W. ATWOOD | 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 were the following:

The County Judge submitted the following order to the Court:

"ORDER APPROVING ESTIMATE TO A CONTRACT BETWEEN
 THE COUNTY OF JOHNSON, TEXAS, AND M. M. MOSELEY,
 ARCHITECT, IN PAYMENT OF SERVICES PERFORMED"

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

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

ATTEST: Thos. B. Ball, County Judge
 Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
 Clerk of the Commissioners' Court of
 Johnson County, Texas
 (Com. Crt. Seal)

ORDER APPROVING ESTIMATE TO A CONTRACT BETWEEN
 THE COUNTY OF JOHNSON, TEXAS, AND M. M. MOSELEY,
 ARCHITECT, IN PAYMENT OF SERVICES PERFORMED

WHEREAS, under the contract by and between Johnson County, Texas, and M. M. Moseley, Architect, Fredericksburg, Texas, certain payments are scheduled to become due to the Architect at such time as contracts have been awarded and a statement has been submitted by the Architect showing that \$40,000.00 is now due to the Architect for services rendered in connection with the Hospital Construction, and,

WHEREAS, said statement has been presented to the County, such statement or estimate showing that the amount of \$40,000.00 is now due to the Architect, and this Court now finds and determines that said amount should be paid in the following manner:

\$40,000.00 by the payment of cash out of funds on
 hand and legally available for the
 purposes;

AND WHEREAS, the said statement or estimate so submitted to this Court is as follows:

M. M. MOSELEY
 ARCHITECT
 215 WEST MAIN STREET
 FREDERICKBURG, TEXAS

Jan. 29, 1969

STATEMENT

FOR SERVICES RENDERED \$40,000.00

AND WHEREAS, it is now proper for this Commissioners' Court to approve the said estimate and authorize the payment of said amount to the Architect; therefore,

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

SECTION 1: It is hereby specifically found and determined by this Court upon due investigation, that all duties imposed on the aforesaid Architect have been fully discharged and performed by said Architect; that no person, firm, corporation or trust estate has given notice in writing or otherwise to this Court, or to any officer whose duty it is to pay said estimate or statement, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to said Architect, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the County of Johnson, nor any other person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the aforesaid estimate or statement.

SECTION 2: That the aforesaid estimate be and the same is hereby approved and allowed; that the amount due said Architect under the aforesaid estimate shall be paid as set forth in the preamble hereof.

SECTION 3: That the cash payment herein authorized to be made is hereby found to be a valid and subsisting and binding obligation of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration therefor and for the full amount thereof; that all services to be furnished under the aforesaid estimate

have been found in all respects satisfactory and as provided for in the aforesaid contract. This ascertainment is expressly made for the use, benefit, and protection of the aforesaid Architect, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court and their successors in office.

SECTION 4: That the County shall carry out the provisions of this order by causing the foregoing cash payment to be made to said Architect, and it is specifically provided that all acts of the County regarding the payment of cash shall be prima facie evidence that the official acts of the County have been completed in all respects in the proper manner.

PASSED AND APPROVED, this the 18th day of February, 1969.

ATTEST: Thos. E. Ball, County Judge
 Louis B. Lee, County Clerk and Ex-Officio Clerk Johnson County, Texas
 of the Commissioners' Court of Johnson County,
 Texas
 (Com. Crt. Seal)

all voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the bonds now being held in the Burleson & Fort Worth National be not changed until further meeting of the Commissioner Court.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Bryant that Lowell Smith, Clarence Mahanay and George Bransom be and are hereby re-appointed as members of the Johnson County Memorial Hospital Board of Managers, term 2 year.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that Charles Osborne be employed as a Special Deputy Sheriff to work with Jail prisoners on such matters as painting and placing road signs on County roads, that he be authorized to use County pick-up for taking prisoners to and from the Machine Shop at Grandview, on a temporary basis, 30 days, at salary of \$2.00 per hour.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that Johnson Electric Co-op. be paid \$3,463.26 as payment for removing electric lines on F. M. 1434 Right of Way clearing Right of Way for road improvement.

All voted aye

Upon a motion made by Commissioner Bryant and seconded by Commissioner Atwood 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
J. H. Thomas	Haul & spread gravel for private driveway off 35W - 2½ miles north of Alvarado	Precinct No. 2
Denton R. Brunken	Gravel driveway, Off C. R. 911	Precinct No. 2
R. E. Young	Haul gravel & spread on private driveway off C. R. 600 north of Happy Hill	Precinct No. 3

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

matter.

SIGNED: Dennis McWilliams
Tax Assessor-Collector
Johnson County, Texas

APPROVED: On this 3rd day of March, 1969, by the Commissioners Court, in regular session.

SIGNED: C. W. Atwood, Commissioner Precinct 1

SIGNED: W. I. Boteler, Commissioner Precinct 3

SIGNED: W. R. Bryant, Commissioner Precinct 2

SIGNED: M. W. Roland, Commissioner Precinct 4

SIGNED: Thos. E. Ball
County Judge
Johnson County, Texas

ATTEST: Louis B. Lee, Cnty Clerk
Johnson County, Texas

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the following Resolution be adopted.

February 17, 1969

Dear Friends:

At the "Bob-Tail Session" a resolution was adopted by the assembly to increase the fee for registering automobiles to 60¢ "across the board."

The following is a suggested resolution, which I hope you will have your Commissioners Court adopt, and you personally will mail it to your Senator and Representative.

R E S O L U T I O N

Whereas the problems and cost of registering motor vehicles has become more acute in the last twenty years.

Whereas no increase in fees for handling such motor vehicle registrations has been allowed since 1951.

Whereas the cost of employing help has increased tremendously, and the fees now allowed are inadequate to pay the cost of administration plus the storage space and office space used in this work.

Therefore, be it resolved by the Commissioners Court of Johnson County that a copy of this resolution be presented to the legislature, so that they may be aware of our needs.

Passed this the 3 day of March, 1969.

Thos. E. Ball, County Judge

C. W. Atwood, Commissioner

W. T. Boteler, Commissioner

W. R. Bryant, Commissioner

M. W. Roland, Commissioner

Upon a motion made by Commissioner Roland and seconded by Commissioner Atwood 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
Palmer Jones	Gravel for driveway, driveway off F. M. 1413	Precinct No. 1
E. H. Miller	Gravel for drive off F. M. 916 West of Parker	Precinct No. 1
Grady York	Gravel for private drive off of State Park Road 21	Precinct No. 1
Mrs. Charles F. Herndon	Haul & Spread gravel for private driveway off C. R. 806	Precinct No. 3
Charles L. Johnson	Do maintainance work on prive driveway off F. M. 1807; 6 miles S. E. Alvarado	Precinct No. 3
R. H. Geckler	Haul & Spread gravel on private driveway off C. R. 809, 2½ miles south of Burleson	Precinct No. 3
R. A. Stucker	Haul 2 loads gravel & spread off F. M. 917; 2 miles east of Egan	Precinct No. 3
Clarence H. Adams	Haul gravel for private driveway off C. R. 10 miles east Cleburne	Precinct No. 3

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the report of the Johnson County Probation Officer covering December 1968 and January 1969 be approved as submitted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the following Annual Service Contract on the Tower Clock be accepted.

TOWER CLOCK SERVICE COMPANY

DIAL 325-4141

POST OFFICE BOX 423

DIAL 323-3249 AREA CODE 513

SPRINGFIELD, OHIO, 45501

Gentlemen:

The following is a contract for the servicing of the tower clock in the Johnson County Courthouse in Cleburne, Texas.

Clean, Oil, Level and Adjust clock movements.

Repack and adjust motors.

Synchronize all hands.

Check dial gears and dial shafts

Adjust bell hammer

All the above labor is to be furnished by the Tower Clock Service Company and is to be paid for by Johnson County after the work is completed.

This contract does not include new material, painting dials or rebuilding dial shafts.

This agreement may be cancelled at any time by either party by 30 days written notice.

All Tower Clock Service Company employees and clients are fully covered by insurance.

\$85.00 per year for one year, or until cancelled by Johnson County, Texas.

APPROVED BY Thos. E. Ball, County Judge

Respectfully submitted,

Johnson County, Texas

By Rufus G. Jackson, Mgr.

DATE APPROVED March 10, 1969.

Tower Clock Service Co.

All voted aye

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

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that the report of the Johnson County Rural Fire District be approved.

All voted aye

Upon a motion made by Commissioner Bryant and seconded by Commissioner Atwood 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
D. J. Hanna	Gravel - Farm Road 1124	Precinct No. 1
M. S. Hopper	Gravel for drive off #171	Precinct No. 1
W. F. Bradburry	Drag Driveway, Road 1129	Precinct No. 2
Victor Montandon	Gravel driveway, Off C. R. 920	Precinct No. 2
C. W. Swearingin	Haul and spread 1 load gravel for private driveway on C. R. 608, 2 miles south of Retta	Precinct No. 3
D. Hestand	Pull ditches on private driveway off C. R. 317, 1/2 mile south of Keene	Precinct No. 3

The County Judge submitted the following order to the Court:

"ORDER APPROVING ESTIMATE NO. 2 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AN D CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969."

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

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

ATTEST: Thos. E. Ball, County Judge,
Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
Clerk of the Commissioners' Court of
Johnson County, Texas
(Com. Crt. Seal)

ORDER APPROVING ESTIMATE NO. 2 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,000 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and the balance of the contract is cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which \$500,00 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose--including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 2 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$69,056.10 is the amount that should be paid to the Contractor at this time; and,

WHEREAS, this Court now finds and determines that the amount now due the Contractor should now be paid in the following manner:

- (a) \$30,000.00 by the execution and delivery to the Contractor of the Warrants of the County Known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, being warrants numbered 1 through 30, being those warrants scheduled to mature on February 1 in the year as follows: \$10,000 in 1970; \$5,000 in 1971 through 1974;
- (b) \$39,056.10 by the payment of cash out of funds on hand legally available for the purpose and heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO. 2

DATE: February 28, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances - Glass-Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustic Title-Insulation	148,000.00	
Electrical	293,314.00	56,220.00
Elevators	69,200.00	
Excavation	3,600.00	

Fence	300.00	
Finish Hardware	12,900.00	
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	
Metal Doors-Frames	7,800.00	
Metal Sidings	7,200.00	
Metal Windows	5,920.00	
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	13,800.00
Precast Wall Panels	87,270.00	8,210.00
Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	
Steel: Struct. - Reing.-Misc.	98,300.00	9,830.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	
Rought Hardware	4,980.00	280.00
Concrete	20,320.00	3,290.00
Insurance - Building	5,200.00	180.00
Labor	151,290.00	7,870.00
Insurance & Taxes - Labor	22,693.00	1,180.00
Form Lumber	6,800.00	3,120.00
	<u>1,935,019.00</u>	<u>\$127,130.00</u>

ORIGINAL CONTRACT \$2,225,890.00
 CHANGE ORDER NO. 1 -290,871.00
 SUB TOTAL CONTRACT \$1,935,019.00
 DEDUCTIONS .00
 TOTAL CONTRACT \$1,935,019.00
 TOTAL PAID WITH THIS ESTIMATE 114,417.00
 BALANCE \$1,820,602.00

Total Estimate to Date \$127,130.00
 Less 10% Retainage 12,713.00
 Amount due \$114,417.00
 Less Previous Estimates 45,360.90
 AMT. DUE THIS ESTIMATE \$69,056.10

CAIN & CAIN, INC.

Wilburn Burns, Secretary

M. M. MOSELEY, ARCHITECT

M. M. Moseley

March 4, 1969

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the Court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

SECTION 4: That the warrants herein authorized to be executed and delivered, and the cash payment authorized to be made are hereby bound to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration therefor and for the full amount thereof and that all things required by law to do one in the issuance and delivery of said warrants and payment of cash have happened and have been performed in due time, form and manner, as required by law. This

ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, and any succeeding owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings; and the same shall be binding upon said county and the members of the Commissioners' Court, and their successors in office, until said warrants with interest thereon have been fully paid and discharged.

SECTION 5: That the County Judge and County Clerk of this County shall carry out the provisions of this order by causing the above described warrants to be executed and sealed, then registered by the County Treasurer (who shall evidence the same by endorsement on such warrants) and by causing the above cash payment to be made, and it is specifically provided that all acts of the above mentioned official regarding the execution, registration and delivery of said warrants and regarding said cash payment shall be prima facie evidence that their official acts have been completed in all respects in the proper manner to give full validity to said warrants and cause the same to create good, sufficient and valid obligations against the County.

PASSED AND APPROVED, this the 13, 1969.

ATTEST: Louis B. Lee, County Clerk and Ex-officio Thos. E. Ball, County Judge
Clerk of the Commissioners' Court of Johnson County, Texas
Johnson County, Texas

(Com. Crt. Seal)

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

(1) That this certificate is executed and delivered with reference to the following described warrants: "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969 in the aggregate principal amount of \$30,000.00, being warrants numbered: 1 through 30.

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said warrants and that the same were then registered by the County Treasurer who signed each of said warrants in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said warrants by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said warrants and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said warrants or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the warrants thereunder; that neither the corporate existence or boundaries nor the title of the present officers to their respective offices is being contested, and that no authority or proceedings for the issuance of said warrants have been repealed, revoked or rescinded.

EXECUTED AND DELIVERED this March 13, 1969,

SIGNATURE

Thomas E. Ball

Louis B. Lee

Mrs. Mable Massey

(COM. CRT. SEAL)

OFFICIAL TITLE

County Judge, Johnson County, Texas

County Clerk, Johnson County

County Treasurer, Johnson County

The signatures of the officers subscribed above are hereby certified to be true and genuine.

Cleburne National Bank, Cleburne, Texas

(Bank Seal)

By Robert D. Rigby, V. Pres.

CASH RECEIPT

THE STATE OF TEXAS I
 COUNTY OF TARRANT I

I, L. Beal Cain, of CAIN & CAIN, INC., Contractor, DO HEREBY CERTIFY THAT I have received payment of \$39,056.10 in payment of Estimate No. 2 submitted to the Commissioners' Court of Johnson County, Texas, in accordance with an order approving said estimate and authorizing execution and delivery of "Johnson County, Texas, Hospital Improvement Warrants," dated February 1, 1969, and authorizing cash payment in the amount of \$39,056.10, which order was passed and adopted by the Commissioners' Court of Johnson County, Texas, on the 17th day of March, 1969.

TO CERTIFY WHICH, witness my hand this the 17th day of March, 1969.

CAIN & CAIN, INC., Contractor

By L. Beal Cain

SWORN TO AND SUBSCRIBED BEFORE ME, this the 17th day of March, 1969.

Welburn Roy Burns, Notary Public

(seal)

in and for Tarrant County, Texas

Upon a motion made by Commissioner Bryant and seconded by Commissioner Atwood 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
Bernie Swindler	Gravel Driveway, off C. R. 1014	Precinct No. 2
Frank Willingham	Gravel Driveway and spread, C. R. 1232	Precinct No. 2
Glenn L. Rayburne	15 yards crush rock, 35 W north of 107	Precinct No. 4
Robert Lowery	10 yards Crush Rock, Criner Street	Precinct No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
 COUNTY CLERK

 COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I MARCH 19, 1969

BE IT REMEMBERED AT A SPECIAL CALLED MEETING of the Commissioners Court of Johnson County, Texas on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, Abe Clements, John Butner, Larry Fitzgerald, and Elbert Morrow, Attorney for Bonding Company.

A motion was made by Commissioner Atwood, seconded by Commissioner Roland, that the County would receive a right of way deed from Abe Clements for a 80 ft. strip from Highway 67 to Woodard, across his property to be designated as a County Road; and that Mr. Clements and Commissioner Atwood will get together relative to the cost of opening and graveling the road only, and if they can get together on the cost, then county will accept it as a County Road.

All voted aye

Upon a motion made by Commissioner Atwood 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
John Roach	Gravel for drive - Off C. R. 1108	Precinct No. 1
R. E. Turpin	Gravel for drive - Off C. R. 1108	Precinct No. 1
Ralph Gidden	Haul 1 load gravel for private driveway in City of Venus	Precinct No. 3
Anton J. Doerr	50 yards gravel, FM 2135	Precinct No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
County Clerk

County Judge

...oooOooo...

THE STATE OF TEXAS I
 April 1, 1969
COUNTY OF JOHNSON I

BE IT REMEMBERED AT A REGULAR MEETING of the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Judge John A. James, Gaylor Sturgess, John Butner, Larry Fitzgerald and 11 person appearing before the Court in regard to employing a Trapper for Wolf, bob cat and fox control.

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the salary of Court Reporter be raised to \$8,400.00 yearly, effective April 1, 1969.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood 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
L. B. Johnson	Ditch work for conservation, off 171 near Friendship	Precinct No. 1
A. C. Bennett	Gravel Driveway, off 174	Precinct No. 2
Odus F. Ferguson	Gravel Driveway, Off C. R. 803	Precinct No. 2
W. R. Grubbs	Gravel Driveway, off C. R. 911	Precinct No. 2
Joseph A. Moak	Gravel Driveway, Off C. R. 911	Precinct No. 2
H. R. Dillard	Gravel Driveway, Off C. R. 1022	Precinct No. 2
Mack E. Newsome	Gravel Driveway, C. R. 706	Precinct No. 2
James E. Kemp	Haul Gravel for private driveway off C. R. 509; Approx. 5 miles N. E. of Alvarado	Precinct No. 3
Gene Chisholm	Haul gravel for private drive off Highway 67, ½ mile east of Alvarado	Precinct No. 3
C. L. Baccus	Haul gravel for private driveway off C. R. 600, 3½ miles north of Alvarado	Precinct No. 3
A. R. Craig	Haul & spread 1 load grave for private driveway in City of Alvarado	Precinct No. 3
Kenneth R. Sykes	Haul gravel for private driveway off FM 917, ½ miles north of Happy Hill	Precinct No. 3

L. E. Thompson 10 yards crushed rock, Road 313 Precinct No. 4

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that the following Order Creating a Hospital Authority in Johnson County, Texas, be approved.

ORDER CREATING A HOSPITAL AUTHORITY IN JOHNSON COUNTY, TEXAS

THE STATE OF TEXAS I JOHNSON COUNTY HOSPITAL AUTHORITY
COUNTY OF JOHNSON I

ON THIS, the 1st day of April, 1969, the Commissioners' Court of Johnson County, Texas convened in regular session, being open to the public, at the regular meeting place thereof, in the courthouse at Cleburne, Texas, the following members of the court, to-wit:

- THOMAS E. BALL COUNTY JUDGE
C. W. ATWOOD 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

being present and in attendance, and among other proceedings had by said Court was the following:

The County Judge submitted to the Court the following order:

WHEREAS, under the provisions of the County Hospital Authorities Act, Chapter 122, Acts of Acts of the 58th Legislature, Regular Session, 1963, codified as Article 4494r, Vernon's Annotated Texas Civil Statutes, the Commissioners' Court of Johnson County, Texas, is authorized and empowered to create a Hospital Authority if the creation thereof would be to the best interest of the County and its inhabitants; and

WHEREAS, this Commissioners' Court has caused an investigation to be made and now finds and determines that it is to the best interest of the County and its inhabitants to create a County Hospital Authority and appoint the first Board of Directors under the provisions of the aforesaid Act; therefore

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

SECTION 1: That the Commissioners' Court of Johnson County, Texas, has found and hereby finds and determines that it is to the best interest of the County and its inhabitants to create a County Hospital Authority to comprise all of the territory included within the boundaries of Johnson County, Texas, and said County Hospital Authority is hereby created and the same shall be a body politic and corporate and a political subdivision of the State of Texas under the name of "JOHNSON COUNTY HOSPITAL AUTHORITY", which is hereby designated as the name by which said Authority shall be known.

SECTION 2: That JOHNSON COUNTY HOSPITAL AUTHORITY shall be governed by a Board of Directors consisting of eight members, the first Directors for said Authority shall be

- J. Hunter Pearson David Sowell
Lowell Smith, Sr. Clarence Mahanay
George E. Bransom, Sr. Miss Johnnie Gordon
George S. Walls Bonnie B. Ingle

and each of said directors shall, unless other provision is made in the bond resolution or indenture in connection with the issuance of bonds as provided in the aforementioned Act, serve for a term of two years from the date hereof and until their successors have been appointed by the Commissioners' Court of Johnson County, Texas, and have duly qualified. Each of the directors herein appointed shall qualify by executing the oath of office required of appointed official of the State.

SECTION 3: The JOHNSON COUNTY HOSPITAL AUTHORITY shall hereafter exist as a political subdivision of the State of Texas in accordance with the law authorizing the creation and establishment of the authority.

* * * * *

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

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

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, this the 1st day of April, 1969.

Thos. E. Ball, County Judge, Johnson County, Texas

C. W. Atwood, 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

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the following bid be approved.

I hereby agree to spray the 22 Floodwater Retarding Dams of the Chambers Creek Watershed Project for weed control. According to the Soil Conservation Service there are 228 acres of land on these dams. I will spray all of these sites with Weed Killer 2-4-D and 2-4-5-T at the cost of \$2.50 per acre or a total of \$570.00. The County will furnish the weed killing chemicals at a cost of approximately \$160.00.

The work will be done under the supervision of the Soil Conservation Service.

Jack Daniel

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that Johnson County contribute \$125.00 per month for trapper service to control the Wolf, Fox & Bob Cat problem in Johnson County, when the rancher & farmers arrange the same amount among themselves.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the bid of Circle Communication, 2740 South Freeway, Fort Worth, Texas, be accepted for 3 ^T 7LLHT-1430 R, 100 WT Motrac ^T W/Extend R, & CH, Elements, for \$1019.00 each. 1 for the Sheriff Department and 2 for Highway Patrol.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that Dr. T. F. Yater be re-appointed Johnson County Health Officer for a 2 year term effective April 13, 1969.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that Johnson County Tax Assessor-Collector, Dennis McWilliams be authorized to attend meeting at Houston, Texas, call by Robert S. Calvert, and he be allowed expenses as outlined and approved by the court.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that Joe Townes be authorized to attend meeting in Waco, Texas, April 10 and 11, 1969, and that he be allowed expenses as outlined and approved by the Court.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the County Cancel Contract of Redd Pest Control, effective April 1, 1969.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the Plat of Briarwood Addition be approved, effective upon filing proper size plat with the County.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Bryant that the Plat of Lakeview Estates be approved, effective upon filing proper size plat with the County.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that Jack Daniel be appointed Special Deputy Sheriff to act as such when he is using Trustee's from the Jail while working on Flood-water dams.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the monthly report of the Johnson County Memorial Hospital for February 1969 be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following estimate of Cain & Cain, Inc., on the Johnson County Memorial Hospital be approved.

TOTAL ESTIMATE TO DATE	308,799.00
LESS 10% RETAINAGE	<u>30,879.90</u>
AMOUNT DUE	277,919.10
LESS PREVIOUS ESTIMATES	<u>114,417.00</u>
AMT. DUE THIS ESTIMATE	163,502.10

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I
 APRIL 14, 1969
COUNTY OF JOHNSON I

BE IT REMEMBERED AT A REGULAR MEETING OF The Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Mrs. Wainscott, Mrs. Noel Irwin, Rev. Dave Evans, Cliff Benson, Sheriff, Henry Slaton and Wallace Highway Patrol.

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following request be approved. the west side of Courthouse square also marker

The Reverend Gordon Miltenberger, Chairman of the Johnson County Historical committee appeared before the Court. He said the State of Texas had given the City of Cleburne, a 27" x 42" sign which the Historical Committee wants placed on the Courthouse lawn, and he wanted the Court's authority to place it and where to place it. Said Mrs. Kimbro had suggested it be placed on the northwest side. After this sign has been printed appropriately (the Historical Committee to decide what is to go on it) and placed there will be an official dedication of it. He said the sign cost of the sign was \$400.00. Comm. Roland said he thought we should take a look at the sign before deciding but it was learned the sign is in Austin. Judge Ball said after the sign was erected it would be shown on the State Highway Maps and booklets put out by the Highway Dept. He suggested when the marker comes in that it be delivered to the appropriate Commissioner and then we could check the site and see if it should be put there. Commissioner Atwood moved, seconded by Commissioner Boteler that the Commissioners Court erect the sign on the courthouse lawn.

Rev. Miltenberger also said the Historical Committee wanted to set a time for the dedication of a marker at the grave site of O. P. Arnold, the first sheriff of Johnson County and suggested Sunday April 27th at 3 p. m. The marker is now in Mrs. Kimbro's garage and Judge Ball suggested it be taken to Commissioner Bryant's barn. Motion by Comm. Bryant, seconded by Comm. Boteler, to erect the historical marker at the grave of O. P. Arnold in Hopewell Cemetery.

Rev. Miltenberger then brought up the matter of money from the County for use of the Historical Committee and said he understood from the auditor that there was an amount of \$300. set up in the budget for this purpose. Judge Ball asked if he the same amount next year and Rev. Miltenberger said that would be fine.

Rev. Miltenberger than said that he and Mrs. Miltenberger had been copying names from tombstones in the various country cemeteries in the county and said they had come across some dismally abandoned cemeteries and asked what recourses might be available for cleaning up these old cemeteries. Said the following motion

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the bid of Friou - Walker, Florists & Gardner for Preparing beds, tilling and planting shrubs and plants on the Courthouse lawn at the total price of \$1,577.08, be accepted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the Commissioners' Court arrange a meeting with the City Council to work out whether or not this County needs Stamp program.

All voted aye

Upon a motion made by Commissioner Roland and seconded by Commissioner Boteler that all bills against Johnson County be allowed & 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
G. O. Brawner	Drag drive - off F. M. 1434	Precinct No. 1
J. D. Strickland	grave and maintainer work; approximately six loads of gravel	Precinct No. 1
J. E. Carpenter	Gravel Driveway, off Santa Fe Street	Precinct No. 2
Don Y. Scott	Gravel Driveway, County Road 805	Precinct No. 2
David Scott	Gravel Driveway, Off C. R. 803	Precinct No. 2
Robert Lee Mitchell	Haul gravel for private driveway off 35 W. 1½ mile south of Alvarado	Precinct No. 3
George H. Geron	Haul gravel for private driveway off C. R. 604	Precinct No. 3
Bethesda Gospel Tabernacle	Gravel & Maintain church driveway at Bethesda Gospel Tabernacle, County Road #602, & Highway 81 South	Precinct No. 3
Otis Ray Lenard	Grade driveway in City of Alvarado	Precinct No. 3
Jack E. Allmon	Gravel the road from the house to road F. M. 917, Approx. 250 yds. distance Road to go to both sides of house & front of house, Already has red gravel base	Precinct No. 3
S. G. Ingle	Grade & Gravel private Road off F. M. 110	Precinct No. 4
E. J. Hutchins	Gravel Driveway, FM 916	Precinct No. 4
T. M. Yancey, Jr.	Gravel Driveway, 401	Precinct No. 4

Donald W. Neece

Precinct No. 4

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the Salary of the Court Reporter shall be \$9,000.00 per year effective April 1, 1969.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the canvassing of the School Trustee Election for 1969 be accepted and approved.

All voted aye

SCHOOL TRUSTEE ELECTION

APRIL 5, 1969

VOTES

LIBERTY CHAPEL COMMON SCHOOL DISTRICT NO. 33

School Trustee Candidates (1 to be elected):

George S. Bolden 6

County School Trustee Candidates:

W. C. Cottingame, Precinct 4 6

B. J. Jackson, At Large 6

VENUS INDEPENDENT SCHOOL DISTRICT

School Trustee Candidates (2 to be elected):

Floyd Julian Davis 85

Solly B. Hill 25

Billy C. Roten 78

RIO VISTA INDEPENDENT SCHOOL DISTRICT

School Trustee Candidates (3 to be elected):

Jack Hobson 36

Cary D. Gist 37

Frank N. Carrell 37

County School Trustee Candidates:

John T. Kennon, Precinct 1 18

B. J. Jackson, At Large 27

LILLIAN INDEPENDENT SCHOOL DISTRICT

School Trustee Candidates (3 to be elected):

Johnnie P. Fears 13

Joe Hudson, Jr. 13

County School Trustee Candidates:

B. J. Jackson, at Large 12

GODLEY INDEPENDENT SCHOOL DISTRICT

School Trustee Candidates (2 to be elected):

Raymond L. McKittrick 22

David L. Brian 32

Vernon C. Carrell 49

Fred Willis 29

County School Trustee Candidates:

B. J. Jackson, at Large 8

GRANDVIEW INDEPENDENT SCHOOL DISTRICT:

School Trustee Candidates (2 to be elected):

Joe Brignan 126

Mrs. Gerry Holland 53

Larry Moore	73
Jake Bennett	102
Thomas Dale Hollimon	25

County School Trustee Candidates:

W. C. Cottingame, Precinct 4	84
B. J. Jackson, at Large	83

KEENE INDEPENDENT SCHOOL DISTRICT

School Trustee Candidates (3 to be elected):

Don Anerson	8
James L. Bothe	9
Jimmy F. Stewart	6

County School Trustee Candidates:

B. J. Jackson, at Large	3
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CLEBURNE INDEPENDENT SCHOOL DISTRICT

County School Trustee Candidates:

John T. Kennon, Precinct 1	417
W. C. Cottingame, Precinct 4	297
B. J. Jackson, at Large	382

TOTAL FOR COUNTY SCHOOL TRUSTEE: (See Note)

John T. Kennon, Precinct 1	435
W. C. Cottingame, Precinct 4	387
B. J. Jackson, At Large	521

NOTE: NO RETURNS FROM ALVARADO, BURLESON AND JOSHUA SCHOOL DISTRICTS.

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
County Clerk

COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I
 APRIL 28, 1969
COUNTY OF JOHNSON I

BE IT REMEMBERED AT A SPECIAL CALLED MEETING of the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, 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, and Louis B. Lee, County Clerk.

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following Order giving notice of the County's intention to Lease County Hospital be approved.

AN ORDER GIVING NOTICE OF THE COUNTY'S INTENTION TO
LEASE COUNTY HOSPITAL

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

ON THIS THE 28 day of April, 1969, the Commissioners' Court of Johnson County, Texas, convened in Special Session at the regular meeting place thereof, the same being open to the public in the Courthouse at Cleburne, Texas, with the following members present and in attendance:

THOMAS E. BALL	COUNTY JUDGE, Presiding, and
C. W. ATWOOD	COMMISSIONER, Precinct No. 1
W. R. BRYANT	COMMISSIONER, Precinct No. 2
W. I. BOTELE	COMMISSIONER, Precinct No. 3
M. W. ROLAND	COMMISSIONER, Precinct No. 4

and, among other proceedings had, was the following:

The COUNTY JUDGE presented to the Court the following order for consideration:

WHEREAS, Johnson County, Texas, presently has a county hospital which is operated by said County, and under the provisions of Article 4494L, V. A. T. C. S., is authorized to lease the same upon the terms and conditions therein provided; and

WHEREAS, this Commissioners' Court now finds and determines that it is to the best interest of the County to lease such county hospital, but that the proposed lease shall not be executed or entered into until further proceedings have been had in accordance with the provisions of the said law, therefore:

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

SECTION 1: As mentioned in the preamble of this Order, it is now found and determined that it would be to the best interest of the County to lease the county hospital now owned and operated by Johnson County, Texas.

SECTION 2: That a question of whether the County Hospital shall be leased shall be heard and considered by this Court at 9:00 o'clock A. M. on the 13 day of May, 1969, (the same being not less than 15 nor more than 30 days from the date of this Order) at the regular meeting place of said Court in the Courthouse at Cleburne, Texas. The County Clerk is hereby authorized and directed to issue notice of such hearing and cause the same to be published in the time and manner required by law, and such notice shall be in substantially the following form:

NOTICE OF HEARING ON THE QUESTION OF
WHETHER THE COUNTY HOSPITAL OF JOHNSON COUNTY SHALL BE LEASED

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

NOTICE IS HEREBY GIVEN, that the Commissioners' Court of Johnson County will hear and consider the County Hospital owned and operated by said County shall be leased; that said hearing shall be conducted at the regular meeting place of the said Court in the Commissioners' Courtroom, Courthouse, Cleburne, Texas, at 9:00 o'clock A. M. on the 13 day of May, 1969, (the same being not less than 15 day more than 30 days from the date said hearing was ordered).

ALL QUALIFIED electors of the County and all other persons who may be interested in the question of leasing the County Hospital are hereby notified of the time and place of said hearing and of their right to appear at such hearing and contend for or protest the proposed leasing of the County Hospital.

THIS NOTICE is given in conformity with an Order of the Commissioners' Court of Johnson County, Texas, which Order was entered on the 28 day of April, 1969, the same also being the date of the execution of this notice by the undersigned.

Louis B. Lee, County Clerk and Ex-Officio Clerk
Commissioners' Court, Johnson County, Texas

SECTION 3: Further orders of this Court are reserved until the time set for the public hearing.

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

WITNESS the signatures of the members of the COMMISSIONERS' COURT of Johnson County, Texas, this the 28 day of April, 1969.

Thos. E. Ball, County Judge, Johnson County, Texas
C. W. Atwood, 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

(SEAL)

Upon a motion made by Commissioner Boteler and seconded by Commissioner Bryant 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
W. T. Whitworth	Gravel driveway - Off C. R. 800	Precinct No. 2
City of Joshua	Gravel & Maintainer work, City of Joshua	Precinct No. 2
Paymond Watson	Pave Road, off Highway 174	Precinct No. 2
Andrew Halteman	Gravel in driveway, Co. Road 905	Precinct No. 2
Mrs. J. F. Jenkins	Gravel in driveway off F. M. 917	Precinct No. 2
W. A. Berry & C. J. Lambert	Maintainer Work , City of Godley	Precinct No. 2
Chas. G. Lockett	Gravel driveway, off Santa Fe St.	Precinct No. 2
Art McCready, Jr.	Gravel on driveway, Off C. R. 1022	Precinct No. 2
Bob Duckett	Gravel driveway, off C. R. 706	Precinct No. 2
Winnefred Massey	2 semi-truck loads of white top gravel & the spreading of said gravel, driveway from Co. Road #514 to house	Precinct No. 3
Mrs. C. L. Jones	Haul & Spread gravel for private road off F. M. 2280, 3 miles North of Keene	Precinct No. 3
Church of Christ, Venus	Haul 1 load gravel for private drive in City of Venus	Precinct No. 3
A. J. Mercer	Grade Private road off C. R. 319; 1½ miles east of Alvarado	Precinct No. 3
E. G. Whitten	Gravel and spread on third street, Grandview	Precinct No. 4
W. C. Isenberg	Drag driveway Road 102	Precinct No. 4
George S. Bolden	Graveling driveway, Road 429	Precinct No. 4
Thos. E. Ball	Load of Gravel, driveway, C. R. 402	Precinct No. 4
J. G. Barnes	Want culvert and ditch graded out along property line, Co. Road 427A	Precinct No. 4

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

May 1, 1969

BE IT REMEMBERED AT A REGULAR MEETING OF the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thos. E. Ball, County Judge, C. W. Atwood, Commissioner 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, Billie Gibson, Deputy County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Mr. & Mrs. Peacock, Mr. & Mrs. Payne, and John Butner.

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the bid of Allhands and Swatzell, Inc. for contract work on various sections of sidewalk around the Johnson County Courthouse Square in the amount of \$774.90 be accepted.

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 and properly

endorsed.

All voted aye

Upon a motion made by Commissioner Atwood and seconded by Commissioner Bryant 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
John Beauchamp, Jr.	Gravel for drive off 174	Precinct No. 1
W. M. Teeter	Gravel drive off Highway 174	Precinct No. 1
C. L. Carmean	Gravel on driveway and spread off C. R. 1022	Precinct No. 2
Mrs. Ernest Barton	Gravel on driveway and drag driveway off F. M. 917	Precinct No. 2
Cecil Boyle of	Grade road and apply gravel on private road off F. M. 157 4 miles N. E. Venus	Precinct No. 3
Venus Baptist Church	Haul gravel for private drive in City of Venus	Precinct No. 3
Floyd Reeves	Blade Driveway, 102	Precinct No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that a water fountain be purchased from Layland Plumbing Company for the price of \$220.00 with a 5 year warranty.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Roland that the monthly report of the Johnson County Memorial Hospital for April 1969 be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Roland that the monthly report of the County Adult Probation Officer be approved.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that Mrs. Elbi Woodrow be appointed as a Deputy Sheriff, effective May 1, 1969 at salary of \$200.00 per month.

All voted aye

A motion was made by Commissioner Atwood, and seconded by Commissioner Roland that the letter dated April 30, 1969, addressed to Mrs. Lorene Moreland, County Auditor, from J. Robert Brown, Director, Texas County and District Retirement System, be made a part of the official minutes of this Court.

All voted aye

April 30, 1969

Mrs. Lorene Moreland
County Auditor
Johnson County
Cleburne, Texas, 76031
Dear Mrs. Moreland:

On the basis of my telephone conversation with you and Judge Ball, it appears to me that the formation of a Hospital Authority in Johnson County would not create any problems in relation to this retirement System. As I understand it from you, the report of Hospital employees and other employees of Johnson County would come from your office in the same manner as in the past. In this regard, should there be an attempt at any time to separate the Hospital from the rest of the County in so far as this System is concerned, it could cause serious problems. Johnson County's Allocated Prior service Credit Percentage was calculated to be 95%. This percentage is based on all departments of Johnson County, including the Hospital.

H. L. Prince	Haul 1 load gravel 6 yds for private drive in City of Alvarado	Precinct No. 3
Bobby Gene Walker	Haul & spread gravel on private road off C. R. 316 - 6 miles east of Cleburne	Precinct No. 3
J. W. Isenberg	5 yards crushed rock, McFarland Street	Precinct No. 4
Joe S. Cowan	2 yards of gravel, will pickup at Precinct stockpile, for driveway at resident	Precinct No. 4
Mrs. Jack Griffith	1 yard of crushed rock, Walnut Street	Precinct No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the expense account of Dennis McWilliams as Tax Assessor - Collector to the meetings in Austin & Houston be allowed as presented in the amount of \$221.56.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that Dennis McWilliams, Tax Delinquent Tax roll as presented to the Court cannot be approved as it is not correct to date, and that he will correct and bring the Delinquent Tax Roll to the attention of the court for approval.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that the following Returns of Election to Consolidate Districts be approved.

All voted aye

RETURNS OF ELECTION

TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

TO THE HONORABLE COMMISSIONERS' COURT OF SAID COUNTY:

I, the undersigned, the presiding Judge for an election held on the 10 day of May, 1969, at Cresson in Common School District No. 28, of Johnson County, Texas, for the purpose of determining whether or not a majority of the legally qualified voters of said District desire that Common School District No. 28 of Johnson County, Texas, shall be consolidated as provided in the Order and Notice of Election to Consolidate Districts, do hereby certify that at said election there were cast the following votes, to-wit:

TOTAL NUMBER OF VOTES CAST:	34
"TOTAL CONSOLIDATION"	29 VOTES
" AGAINST CONSOLIDATION"	5 VOTES

I hereby enclose poll list and tally sheet of said election.

WITNESS MY HAND this the 10th day of May, 1969.

Pat Hardesty, Presiding Judge

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the monthly report of Johnson County Memorial Hospital for April, 1969 be approved as submitted.

All voted aye

MINUTES PERTAINING TO AN ORDER APPROVING

ESTIMATE NO. 3 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

ON THIS, the 1st day of April, 1969, 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 Court-house at Cleburne, Texas, the following members of the Court being present, to wit:

THOMAS E. BALL	COUNTY JUDGE, Presiding; and
C. W. ATWOOD	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 were the follows:

The County Judge submitted the following order to the Court;

"ORDER APPROVING ESTIMATE NO. 3 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969."

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

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

ATTEST:	Thos. E. Ball, County Judge,
Louis B. Lee, County Clerk and Ex-Officio Clerk	Johnson County, Texas
of the Commissioners' Court of Johnson County,	
Texas	

(COM. CRT. SEAL)

ORDER APPROVING ESTIMATE NO. 3 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,000 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and the balance of the contract in cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose--including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 3 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$163,502.10 is the amount that should be paid to the Contractor at this time; and,

WHEREAS, this Court now finds and determines that the amount now due the Contractor should now be paid in the following manner;

\$163,502.10 by the payment of cash out of funds on hand legally available for the purpose and heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO. 3

DATE: March 31, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entraces - Glass-Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	
Electrical	293,314.00	78,820.00
Elevators	69,200.00	
Excavation	3,600.00	1,200.00

Fence		300.00	
Finish Hardware		12,900.00	
I. V. Track-Carriers		1,600.00	
Laboratory Equipment		19,800.00	
Lath & Plaster		5,870.00	
Masonry-Cast Stone		56,200.00	9,980.00
Metal Doors-Frames		7,800.00	
Metal Sidings		7,200.00	
Metal Windows		5,920.00	5,920.00
Millwork		22,800.00	
Painting		20,300.00	
Paving		2,900.00	
Plumbing-Heating-Air Conditioning		730,102.00	46,203.00
Precast Wall Panels		87,270.00	22,620.00
Resilient Tile - Covering		30,200.00	
Roofing-Sheet Metal-Waterproofing		23,200.00	
Steel: Struct.-Reinf.-Misc.		98,300.00	3,010.00
Toilet Accessories		2,700.00	83,555.00
Toilet Partitions		500.00	
Vinyl Wall Covering		16,300.00	
Weatherstripping		520.00	
X ray Protection		3,010.00	
Bonds		19,350.00	19,350.00
Lumber		3,200.00	890.00
Rough Hardware		4,980.00	1,120.00
Concrete		20,320.00	5,320.00
Insurance - Building		5,200.00	398.00
Labor		151,290.00	19,820.00
Insurance & Taxes - Labor		22,693.00	2,973.00
Form Lumber		6,800.00	3,820.00
		<u>1,935,019.00</u>	<u>308,799.00</u>
Original Contract	2,225,890.00	TOTAL ESTIMATE TO DATE	308,799.00
Change Order #1	<u>290,871.00</u>	Less 10% Retainage	<u>30,879.90</u>
Sub Total Contract	1,935,019.00	Amount due	277,919.10
Deductions	<u> </u>	Less Previous Estimates	<u>114,417.00</u>
Total Contract	1,935,019.00	AMT. DUE THIS ESTIMATE	163,502.10
Total Paid with this Estimate	<u>2,277,919.10</u>	CAIN & CAIN, INC.	
BALANCE	<u>1,657,099.90</u>	Welburn Burnes	

M. M. Mosley, Architect

Secretary

March 31, 1969

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the Court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

SECTION 4: That the cash payment herein authorized to be made is hereby found to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration under the contract for which payment has been authorized by the payment of cash, authorized herein to be made to the amount of the estimate, and all things required by law to be done by the payment of cash have happened and have been performed in due time, form and manner as required by law. This ascertain-

Commissioners' Court,

Johnson County, Texas

MINUTES PERTAINING TO AN ORDER APPROVING
ESTIMATE NO. 4 TO A CONTRACT BETWEEN THE
COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN,
INC., CONTRACTOR, CONTRACT BEING DATED AS
OF JANUARY 17, 1969

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

ON THIS, the 12th day of May, 1969, 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, the following members of the Court being present, to-wit:

THOMAS E. BALL	COUNTY JUDGE, Presiding and
C. W. ATWOOD	COMMISSIONER, Precinct No. 1
W. R. BRYANT	COMMISSIONER, Precinct No. 2
W. I. BOTELE	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 were the following:

The County Judge submitted the following order to the Court;

"ORDER APPROVING ESTIMATE NO. 4 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969."

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

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

ATTEST:

Thomas E. Ball, County Judge

Louis B. Lee, County Clerk and Ex-Officio

Clerk of the Commissioners' Court of

Johnson County, Texas

(COM. CRT. SEAL)

ORDER APPROVING ESTIMATE NO. 4 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,00 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS", dated February 1, 1969, and the balance of the contract in cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose--including \$500,000 which the County is to receive as a grant under the Hill-Burton Program; and,

WHEREAS, Estimate No. 4 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$101,385.90 is the amount that should be paid to the Contractor as this time; and,

WHEREAS, this Court now finds and determines that the amount now due the Contractor should now be paid in the following manner:

\$101,385.90 by the payment of cash out of funds on hand legally available for the purpose and heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT

215 West Main

Fredericksburg, Texas

ESTIMATE NO. 4

PROJECT:

Johnson County Memorial Hospital

Cleburne, Texas

DATE: May 1, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances - Glass - Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	
Electrical	293,314.00	98,220.00
Elevators	69,200.00	
Excavation	3,600.00	1,200.00
Fence	300.00	
Finish Hardware	12,900.00	
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	32,390.00
Metal Doors-Frames	7,800.00	
Metal Sidings	7,200.00	
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	68,523.00
Precast Wall Panels	87,270.00	42,390.00
Resilient Tile - Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	3,010.00
Steel: Struct.-Reinf.-Misc.	98,300.00	93,385.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	910.00
Rough Hardware	4,980.00	2,210.00
Concrete	20,320.00	9,210.00
Insurance -Building	5,200.00	732.00
Labor	151,290.00	31,200.00
Insurance & Taxes - Labor	22,693.00	4,680.00
Form Lumber	6,800.00	4,320.00
	<u>\$1,935,019.00</u>	<u>421,450.00</u>

Original Contract	2,225,890.00	Total Estimate to Date	421,450.00
Change Order #1	290,871.00	Less 10% Retainage	42,145.00
Sub Total Contract	<u>\$1,935,019.00</u>	Amount due	<u>379,305.00</u>
Deductions		Less Previous Estimates	<u>277,919.10</u>
Total Contract	<u>1,935,019.00</u>		
Total Paid with this Estimate	<u>379,305.00</u>	AMT. Due This Estimate	<u>101,385.90</u>
BALANCE	<u>\$1,555,714.00</u>		

M. M. MOSELEY, ARCHITECT

M. M. Moseley

DATE - May 2, 1969

CAIN & CAIN, INC.

Welburn Burns

Secretary

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law and, further, that neither the court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

SECTION 4: That the cash payment herein authorized to be made is hereby found to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and decreed that this County has received full value and consideration under the contract for which payment has been authorized by the payment of cash, authorized herein to be made to the amount of the estimate, and all things required by law to be done by the payment of cash have happened and have been performed in due time, form an manner as required by law. This acertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court and their successors in office.

SECTION 5: That the County shall carry out the provisions of this order by causing the foregoing cash payment to be made to said Contractor, and it is specifically provided that all acts of the County regarding the payment of cash shall be prima facie evidence that the official acts of the County have been completed in all respects in the proper manner.

PASSED AND APPROVED, this the 12th day of May, 1969.

ATTEST: Thomas E. Ball, County Judge
Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
Clerk of the Commissioners' Court of
Johnson County, Texas
(Com. Crt. Seal)

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I
COUNTY OF JOHNSON I
MAY 13, 1969

BE IT REMEMBERED AT A SPECIAL MEETING OF the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Thomas, E. Ball, County Judge, C. W. Atwood, 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 and Larry Fitzgerald.

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following order relating to the leasing of the County Hospital of Johnson County, Texas, be approved.

All voted aye

AN ORDER RELATING TO THE LEASING OF
THE COUNTY HOSPITAL OF JOHNSON COUNTY
TEXAS

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

ON THIS, the 13 day of May, 1969, the Commissioners' Court of Johnson County, Texas, convened in Special session at the regular meeting place thereof, the same being open to the public, in the Courthouse at Cleburne, Texas, with the following members present and in attendance:

THOMAS E. BALL COUNTY JUDGE, Presiding, and
C. W. Atwood 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, among other proceedings had, was the following:

The COUNTY JUDGE Presented to the Court the following order for consideration:

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

SECTION 1: It is now found and determined by this Court That:

1. By order duly entered on the minutes of this Commissioners' Court (in conformity with the provisions of Article 4494L, V. A. T. C. S.) on April 28, 1969, it was heretofore determined by this Court that the County Hospital should be leased.

2. Said order directed the County Clerk to give notice of a hearing on the question of whether or not the County Hospital should be leased, and prescribed the form of said notice.

3. The County Clerk caused said notice of a hearing to be published (in a newspaper of general circulation in and published in Johnson County, Texas) once a week for two consecutive weeks, the date of the first publication being 14 full days prior to the date set for the hearing on such question.

4. Due notice of the said hearing was thereby given in the time, form and manner required by the aforesaid law.

5. At the time and place set for the public hearing all persons who were interested in the question were permitted to appear before the Court in person or by an attorney, and to contend for or protect against the leasing of the County Hospital.

6. No petition of any kind or character has been filed with the County Clerk or with any member of this Court asking that a referendum election be called on the question of whether the County Hospital shall be leased or continued under County operation.

SECTION 2: It is ordered, adjudged and decreed, that:

1. The aforesaid hearing is closed; that all those who appeared were afforded an opportunity to be heard, and

2. The proposed lease would be for the best interest and benefit of the County.

SECTION 3: That the County Hospital shall be leased.

SECTION 4: That in conformity with Section 4 of Article 4494L, V. A. T. C. S., this Commissioners' Court is now empowered to lease the County Hospital to be operated as a hospital by the lessee of same under terms and conditions as may be satisfactory to the County and the lessee. The County Judge of Johnson County is hereby directed to cause a lease agreement to be prepared in accordance with the representations made by the JOHNSON COUNTY HOSPITAL AUTHORITY at the said public hearing. Upon the preparation of the final lease agreement, the same shall be submitted to this Court, and when approved the same shall be recorded in the minutes of this Court.

* * * * *

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

WITNESS the signatures of the members of the COMMISSIONERS' Court of Johnson County, Texas, this the 13 day of May, 1969.

- Thos E. Ball, County Judge, Johnson County, Texas
- C. W. Atwood, 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

ORDER APPROVING HOSPITAL LEASE AGREEMENT AND AUTHORIZING EXECUTION

THE STATE OF TEXAS

COUNTY JUDGE

COUNTY OF JOHNSON

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ON THIS, the 13 day of May, 1969, the Commissioners' Court of Johnson County, Texas, convened in Special session at the regular meeting place thereof, the same being open to the public, in the Courthouse at Cleburne, Texas, with the following members present and in attendance:

THOMAS E. BALL	COUNTY JUDGE, Presiding, and
C. W. ATWOOD	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, among other proceeding had, was the following:

The COUNTY JUDGE submitted to the Court the following Order:

WHEREAS, on the 13th day of May, 1969, this court conducted a public hearing and determined that the County Hospital should be leased, and

WHEREAS, the provisions of a suggested Lease Agreement have been reviewed by this court and it is now proper to authorize execution of the Lease Agreement in accordance with the provisions of Article 4494L, V. A. T. C. S., therefore:

BE IT ORDERED BY THE COMMISSIONERS' court of Johnson County, Texas:

SECTION I: That this Lease Agreement attached hereto, (which lease agreement was the subject of the public hearing described in the preamble hereof) is hereby approved and the County Judge is hereby authorized and directed to execute the same for and on behalf of Johnson County.

SECTION II: Upon the execution of the Lease Agreement by the parties thereto, an executed copy thereof shall be placed on record in the deed records of Johnson County and the County Clerk is hereby authorized and directed to accomplish such filing.

The foregoing Order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Bryant, that the same be passed. Thereupon, the question being called for, the following members of the Board voted "AYE", Messrs. Ball, Atwood, Bryant, Boteler, and Roland; and none voted "NO".

WITNESS the signatures of the members of the COMMISSIONERS' COURT OF Johnson County, Texas, this the 13th day of May, 1969.

THOMAS E. BALL, County Judge, Johnson County, Texas
 C. W. Atwood, 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

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

All voted aye

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

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THE STATE OF TEXAS I
 MAY 20, 1969
COUNTY OF JOHNSON I

BE IT REMEMBERED AT A SPECIAL CALLED MEETING of the Commissioners Court of Johnson County, Texas on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, 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.

Upon a motion made by Commissioner Boteler and seconded by Commissioner Bryant 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

auth 417

as shown below, as authorized by Article 682lb, Texas Civil Statutes, to-wit:

PERSON REQUESTING WORK	DESCRIPTION OF WORK AND LOCATION OF JOB	COMMISSIONER AUTHORIZED TO DO WORK
Eli Cooper	Gravel - 511 Euclid Street	Precinct No. 1
J. F. Meadows	1 short dump load of gravel for car shed (# yards) Route 1, Godley Texas, County Road #1192	Precinct No. 1
Buck Bell	Grade up driveway, CR 920	Precinct No. 2
C. W. Hardee	Grade up Driveway, C. R. 1021	Precinct No. 2
W. K. Taggart	Haul 5 yds gravel on private driveway off C. R.	Precinct No. 3

A Motion was made by Commissioner Roland and seconded by Commissioner Atwood that the Commissioners Court Meet, May 28th and 29th to serve as Equalization Board for County Taxes review, and that the Board meet June 18 and 19th to be open to public for any tax payer that may want to appear before the Board to discuss any changes made in taxes.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that the bill of the city of Keene, Texas, for the approximate expense on fire truck #683 during the year 1968 which is designed as Rural Fire Truck be allowed & ordered paid.

Ben Putnam - Parts & labor	\$640.00
Woodrow's Garage - Welding 3 Fittings	7.00
Riza - Parts	199.51
Ben Putnam - Labor & Parts	145.00
Sowell Tires - - 4 Tires	302.64
Ken Krueger - Handles	10.50
Eldon Herriman - Labor & Welding	136.00
Zimmermans - Paint	7.35
Bell Communication - Equip. Truck with Radio	118.90
Lettering on Truck - Stephens	12.50
Pierce Chem. - 4 Blue lens	6.45
Sargent & Sowell - Light & Siren	<u>244.00</u>
TOTAL	\$1829.94

All voted aye

CASH RECEIPT

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

I, Owen E. Cain, of CAIN & CAIN, INC., Contractor, DO HEREBY CERTIFY that I have received payment of \$163,502.10 in payment of Estimate No. 3 submitted to the Commissioners' Court of Johnson County, Texas, in accordance with an order approving said estimate and authorizing said cash payment in the amount of \$163,502.10 which order was passed and adopted by the Commissioners' Court of Johnson County, on the 1st day of April, 1969.

TO CERTIFY @HICH, witness my hand this the 15th day of April, 1969.

CAIN & CAIN, INC., Contractor
 by Owen E. Cain

SWORN TO AND SUBSCRIBED BEFORE ME, this the 15th day of April, 1969.

Welburn Ray Burns, Notary Public in and for
 Tarrant County, Texas

(seal)

CASH RECEIPT

THE STATE OF TEXAS I
 COUNTY OF TARRANT I

~~I, Owen E. Cain, of CAIN & CAIN, INC., Contractor do hereby certify that I have received payment~~

J. W. Patterson

Ditch Work, 3rd Street, Grandview

Precinct No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that Mahanay & Higgins, Attorneys be appointed to collect Delinquent Taxes for the County at a set fee of 15% of all taxes collected by them. Appointment effective June 2, 1969 with contract above appointment, and attorneys selected after the court received letter from John MacLean, declining the appointment.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that Grace Linkous be appointed Special Deputy in the County Clerk's Office, effective June 1, 1969.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that the following Order Declaring Results of Election and Consolidating Districts be accepted.

ORDER DECLARING RESULTS OF
ELECTION AND CONSOLIDATING DISTRICTS

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

On this the 12th day of May, 1969, the Commissioners' Court of Johnson County, State of Texas, convened in regular session at its regular meeting place in the County Courthouse, Cleburne, Texas, with the following members present, to-wit:

Thomas E. Ball, County Judge

C. W. Atwood, 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 the following absent: none, constituting a quorum, and among other proceedings had by said Commissioners' Court were the following:

There came on to be considered the returns of the consolidation election held on the 10th day of May, 1969, in the following School Districts: Cresson Common School District No. 28, in Johnson County, Texas, for consolidation with Granbury Independent School District, in Granbury, Hood County, Texas. The returns having been duly canvassed and it appearing and is so found that the petitions requesting said election and the order calling said election were in all respects in conformity with the laws of the State of Texas, and that said elections were in all respects legally held and that said returns were duly and legally made, and that there were cast at said election the following legal votes in each of said respective districts, to-wit:

1. Cresson Common School District:

"FOR CONSOLIDATION" - - - - - 29 votes.

"AGAINST CONSOLIDATION" - - - - 5 votes.

IT IS, THEREFORE, FOUND, DECLARED AND SO ORDERED, by the Commissioners' Court of Johnson County, Texas, that a majority of the qualified voters of each of said School Districts voted for the consolidation of said School Districts for school purposes.

Said above named School Districts are hereby ordered consolidated for school purposes and shall hereinafter be known as Granbury Independent School District, and the boundaries of said School District are described by metes and bounds on the attached Exhibit "A" and said Exhibit "A" is made a part of this order for all intents and purposes.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the following members of the Court voted AYE: C. W. Atwood, W. R. Bryant, W. I. Boteler, M. W. Roland; and the following voted NO: None

PASSED, APPROVED AND ADOPTED, this the 12th day of May, 1969.

THOMAS E. BALL, COUNTY JUDGE

C. W. Atwood, 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

Cresson Common County Line School District No. 28, of Johnson, Hood and Parker Counties, Texas - metes and bounds as of May 27, 1969. Beginning at a point in the SBL of Parker County and the NBL of Hood County due south of the southwest corner of a survey in the name of C. T. Price: Thence north to the southwest corner of said C. T. Price survey and continuing on north along the WBL of said Price survey to the southwest corner of the Wm. Mann Survey; Thence east with the SBL of said Mann survey to the southeast corner of same; THENCE North with the EBL of said Mann survey to the northwest corner of the B. Haynes survey; THENCE East with the NBL of said B. Haynes survey 1080 varas to a rock fence in the EBL of the C. E. Bloss farm; Thence South to the SBL of the said B. Haynes survey; Thence east along the SBL of said Haynes survey to the southeast corner of same; Thence south with the WBL of the Stephen Heffington survey to the southwest corner of same; Thence east with the SBL of said Heffington survey to the northwest corner of the J. H. Taylor survey; Thence east with the NBL of said Taylor survey and continuing on east with the NBL of the I. & G. N. Ry. Survey No. 1, the NBL of the Andrew Ryan survey, the NBL of the J. D. Rogers survey, and the NBL of the I. & G. N. Ry. Certificate No. 2096 to the Tarrant-Parker County line; Thence south with said county line to the southeast corner of Parker County at a point in the NBL of Johnson County; Thence West with the NBL of Johnson County to a point due north of the northeast corner of the R. W. Boyce Survey, said point being about 5120 varas east of the northwest corner of Johnson County and the northeast corner of Hood County; Thence South 1485 varas to the southeast corner of said R. W. Boyce Survey in the NBL of the W. M. Tryon survey; Thence west 1500 varas along the south bounds of the R. W. Boyce Survey 926; Thence North 1085 varas to the north bound of the R. W. Boyce Survey and the Johnson County Line; Thence west 2480 varas with the north bounds of the R. W. Boyce survey to the NW corner of said Boyce survey; Thence south with the west bounds of the R. W. Boyce survey 1085 varas to the SW corner of said Boyce survey; Thence South with the west bounds of the H. Bright Survey 2100 varas; Thence east 500 varas; Thence north 480 varas; Thence east 2200 varas to the west bounds of the William Tryon survey; Thence south 300 varas with the west bounds of the William Tryon survey to the southwest corner of the William M. Tryon survey; Thence east 1900 varas with the line of the William M. Tryon survey to the SE corner of the Tryon Survey and the west bound of the west bounds of the H. R. Williams survey and the line common to the Godley Ind. School boundary; Thence south 1400 varas to the south boundary line of the U. Mendoza Survey, and the north boundary line of the B. B. B. and R. R. Co. survey; Thence West about 550 varas to the east boundary line of H. O. Stark Track; Thence North 58 varas to the most eastern northeast corner of said Stark track; thence west 225 varas to an ell corner of said Stark track; thence North 276 varas to another northeast corner of said Stark Track; thence west 463 varas to the northwest corner of said Stark track; Thence south 2457 varas to the southeast corner of track No. 8 of the Johnson County School Land Survey; Thence west 1670 varas to the southwest corner of track No. 7 of said Johnson County School Land Survey in the east boundary line of Johnson County School Land Survey No. 5; THENCE North 1800 varas with the bounds of the Johnson County Land Survey to a point in the Urbano Mendoza Survey; thence west 1044 varas in the Urbano Mendoza survey; Thence south 1550 varas into the Johnson County School Land Survey No. 5 to a point east of the northeast corner of the S. P. R. R. Co. Survey; Thence west 700 varas to the northeast corner of the S. P. R. R. Co. survey; Thence South 1810 varas with the east bounds and to the southeast corner of the S. P. R. R. Co., survey No. 7; Thence west with the SBL of said survey at 950 varas to the WBL of Johnson County and the EBL of Hood County, in all 1700 varas to the southwest corner of said S.P. R. R. Co. survey No. 7; Thence south 610 varas to the southeast corner of the J. R. Adams survey; Thence West 1841 varas to the southwest corner of the J. F. Magee survey; Thence north 800 varas to the northwest corner of said Magee survey; Thence west 1200 varas to the northwest corner of the Sam Steadman survey; Thence North about 125 varas to the southeast corner of the N. H. Hooe survey; Thence North 30 west 1921 varas to the

northeast corner of the said Hooe survey; Thence North 60 east 500 varas to the southeast corner of another survey in the name of N. H. Hooe; Thence North 30 West about 2040 varas to the northeast corner of said Hooe Survey; Thence in a northerly direction about 900 varas to the southeast corner of the John Seeley survey; Thence North about 3715 varas to the northwest corner of the Thomas Nesbitt Survey; Thence west 580 varas to the southwest corner of the T. E. Carpenter survey; Thence north about 380 varas to the NBL of Hood County and the SBL of Parker County; Thence east with said county line to a point due south of the southwest corner of a survey in the name of C. T. Price, the place of beginning.

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

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THE STATE OF TEXAS I

COUNTY OF JOHNSON I

BE IT REMEMBERED AT A REGULAR MEETING of the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present:

Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor and J. C. Bennett, Assistant County Auditor.

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

All voted aye

Upon a motion made by Commissioner Atwood and seconded by Commissioner Roland 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
Burch Wilfong	Gravel off Highway 174	Precinct No. 1
J. Murrel Moran	Grade driveway - F. M. 110	Precinct No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

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HOSPITAL LEASE AGREEMENT

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

THIS LEASE AGREEMENT, made as of the 13th day of May, 1969, between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called "County", and 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, V. A. T. C. S., hereinafter called "Authority", each of which is acting by and through its duly authorized representatives pursuant to resolutions adopted by their respective governing bodies,

R E C I T A L S:

WHEREAS, the County owns certain property now being used for hospital purposes which was originally acquired and has been improved through the issuance of obligations of the County payable from ad valorem taxes against all property within the limits of the County subject to County taxation under the laws of this State, and

WHEREAS, the County has heretofore held a public hearing on the 13th day of May, 1969, at the conclusion of which it was determined that it would be for the best interest and benefit of the County to lease the hospital facilities (such finding and order of this Commissioners' Court being of record in Volume 15, of the Minutes of said Court), and

WHEREAS, the public hearing was held and conducted after notice thereof had been duly published on April 28, 1969 and May 5, 1969, as provided and contemplated by Article 4494L, V. A. T. C. S., and

WHEREAS, at the said public hearing, representatives of the Authority explained the willingness of the Authority to lease the hospital facilities and offered evidence to support its representations of ability to operate such facilities, and

WHEREAS, this Lease Agreement is the Agreement contemplated by the provisions of Section 4 of the aforesaid order of the Commissioners' Court of Johnson County passed and adopted on May 13th, 1969; THEREFORE,

W I T N E S S E T H:

The County hereby demises and leases unto the Authority, and the Authority hereby hires and takes the from the County/following described premises:

All those certain tracts or parcels of land lying and being situated in Johnson County, Texas, and being parts of the C. Chaney Survey in said County, and described as follows:

FIRST TRACT:

BEGINNING at the southeast corner of the six acre tract of land sold by M. S. Kahle and wife to J. C. Conway by deed dated August 5, 1898, and recorded in Book 73, page 250, Deed Records of Johnson County, Texas; THENCE South 30 East 108 varas to an iron pin for corner; THENCE South 60 West 208 varas to an iron pin for corner; THENCE North 30 West 108 varas to the Southwest corner of J. C. Conway's lot; THENCE North 60 East 208 varas to the place of beginning; said tract containing four acres of land, more or less, and being the same land conveyed by R. G. Douglass, et al, to Mrs. Beulah B. Smith by deed of record in Volume 327, page 252, Deed Records of Johnson County, Texas, to which reference is here made; SAVE AND EXCEPT THEREFROM, however, the tract on the West end conveyed by R. A. Smith and wife, Mrs. Beulah Smith, to the State of Texas by deed of record in Volume 327, page 333, Deed Records of Johnson County, Texas.

SECOND TRACT:

A part of the C. Chaney Survey in Johnson County, Texas, and a portion of the tract conveyed by H. S. Wilson to H. S. Wilson, Jr., et al, by deed of record in Volume 139, page 670, Deed Records of Johnson County, Texas; BEGINNING at the southeast corner of the tract conveyed by M. S. Kahle, et al, to S. E. Moss by deed of record in Volume 73, page 297, Deed Records of Johnson County, Texas, the same being the Northeast corner of the tract conveyed by H. S. Wilson as aforesaid; THENCE South 60 West with the South line of the Moss tract 513 feet to the northeast corner of the tract conveyed by W. C. Wilson and wife, Mrs. Kathryn Fiser Wilson, to the State of Texas by deed of record in Volume 326, page 411, Deed Records of Johnson County, Texas; THENCE South 28 degrees 57 minutes East with the East line of the tract conveyed to the State of Texas 147 feet; THENCE North 60 East passing at approximately 63½ feet, a corner of the lot conveyed by H. S. Wilson, Jr. to W. C. Wilson by deed of record in Volume 231, page 234, Deed Records of Johnson County, Texas, and continuing with the south line of said lot, 450 feet to the southeast corner of same, a stake on the West line of the Public Road; THENCE North 30 West with the West line of the public road 147 feet to the place of beginning, and being the same property described in a warranty deed dated November 8, 1946 from W. E. Pipes, a single man, to Roy Anderson, County Judge of Johnson County, Texas, and his successors in office, of record in Volume 354, page 198, Deed Records of Johnson County, Texas, to which deed reference is here made.

together with all buildings and improvements situated thereon, and all furnishings, equipment, accessories, materials and supplies used or to be used or useful in the operation of Hospital facili-

ties which may be owned by the County and located and situated in or on the above-described premises as of the date of the execution of this Agreement (all of which is hereafter collectively known as the "demised premises");

TO HAVE AND TO HOLD THE DEMISED PREMISES for the term to commence as of the date first above shown and to end at 12:00 Mid-night on the 1st day of August, 1988, unless sooner terminated as hereinafter provided.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the County and the Authority that this Lease Agreement is made upon the foregoing and following terms, covenants and conditions, and the County and Authority hereby mutually covenant and agree to perform each and every one of the terms, covenants and conditions of this Lease Agreement on their respective parts to be performed:

ARTICLE I.

OPERATION AND MAINTENANCE OF HOSPITAL FACILITIES

SECTION 1.01: The Authority agrees to operate and maintain the hospital and hospital facilities included as the demised premises at its own expense on a not-for-pecuniary profit basis. The Authority shall furnish general medical and surgical care and treatment upon such terms and regulations as the Authority may prescribe, but none of such terms or regulations shall be inconsistent with the provisions of this Lease Agreement.

SECTION 1.02: The Authority agrees to accept the demised premises as they exist upon the execution of this Agreement and to keep the buildings and improvements, furnishings, equipment and accessories forming a part thereof in good repair at its own expense. The Authority shall make such repairs and renewals and purchases as may be required to return the demised premises to the County (upon the expiration or termination of this Agreement) in the condition as they exist on the date of execution of this Agreement, ordinary wear and deterioration of the buildings and improvements from the use of the same for the purposes hereinabove provided excepted. The Authority covenants to return the same to the County in such condition.

With respect to the hospital improvements in the process of construction, the parties agree the County shall continue to be obligated to pay the amount due the contractor (Cain and Cain) under the Contract dated January 17, 1969, by and between said contractor and the County. The Authority agrees that each estimate of the said contractor or the architect shall be approved on behalf of the Authority by its governing body, prior to the time the same is submitted to the Commissioners' Court for approval, but such approval by the governing body of the Authority shall be for the sole purpose of signifying and certifying to the County that the work or professional services have been satisfactorily completed in accordance with the contract as shown in any estimate so approved. At such time as all the work under the construction contract has been completed and the building accepted by the County, under the aforesaid contract, the hospital facilities shall thereafter be considered as a part of the demised premises, and this paragraph shall control over any other provision of the contract which might be inconsistent.

SECTION 1.03: Personal property included as a part of the demised premises may be sold or exchanged by the Authority, acting by or through its Board of Directors or duly appointed Hospital Administrator, if the Authority determines that the property is worn out, useless, damaged or obsolete and notifies the County Judge of the County that such condition exists. Any personal property acquired by the Authority during the terms of this Lease for use in the hospital or on the demised premises shall constitute a part of the demised premises.

SECTION 1.04: The Authority shall have the right to make renewals, repairs and alterations to the interior of the buildings included as a part of the demised premises at its own cost, and may -- at its own expense -- make any alterations to the exterior of the said buildings or their foundations and may construct any additions to the hospital facilities or may cause any additional structure or structures to be placed on the demised premises (connecting or otherwise) with the prior approval of

the County provided that any additional buildings or structures shall be for hospital or hospital related purposes.

SECTION 1.05: None of the demised premises shall contain a private doctor's office as would ordinarily be used in attending to his private, non-hospitalized or out patients, it being recognized by the parties that the same would not be consistent with their endeavors to maintain and operate a hospital, full equipped, for the benefit of the citizens of the County and in keeping with the obligation of the County and the Authority .

SECTION 1.06: Subject only to the terms of this Agreement, the Authority shall, during the term of this Agreement, have full management and control of the organization, operation and maintenance of the demised premises, and shall be responsible for all debts, contracts, torts or claims resulting therefrom. The Authority assumes all liability in causes of action that may arise out of the operation of the hospital and demised premises, and hereby agrees to relieve and hold harmless the County from any and all liability whatsoever by virtue of the operation of the hospital and demised premises.

SECTION 1.07: The Authority agrees to maintain the grounds forming a part of the demised premises and to accomplish at its own expense such landscaping and beautification as it may determine is necessary or proper.

ARTICLE II

PRIORITIES, CARE OF INDIGENTS

SECTION 2.01: As mentioned in the preamble of this Agreement, the demised premises have been acquired and improved by the County through the issuance of its obligations payable from ad valorem taxes. In recognition of this fact, the hospital facilities located on the demised premises shall be available to citizens of Johnson County on a preferential basis, then to such other patients as are in need of hospitalization according to the judgment of the Authority and its staff.

SECTION 2.02: Subject only to Authority's obligation to accept cases which it considers emergencies first at all times, the Authority agrees to accept on a charity basis all indigent patients of Johnson County certified to it by County as needing hospitalization, medical treatment, surgery, or other services the Authority is equipped to furnish, it being understood that the Staff Physicians will make no charge to the County or the indigent patients for their services and that County will pay to the Authority the actual cost of services rendered. The authority, through its medical staff utilization committee, shall determine the extent of care and treatment necessary for indigent patient and shall be responsible (to the extent herein provided) for care and treatment given by the Authority to those whose treatment has been authorized by the County. Statements in reasonable detail for care and treatment of the County's indigents shall be submitted to the County at the end of each calendar month.

ARTICLE III

Insurance

SECTION 3.01: Specifically, the Authority will provide insurance with respect to the demised premises with risk insurance on each structure and its contents covering direct physical loss or damage (including the cost of removal of debris) in such amount and character as will provide recovery equal to the full insurable value (actual replacement cost less depreciation). Such insurance shall cover all risks of direct loss or damage by fire, lightning, ice, explosion, strikers, locked-out workers, or persons taking part in labor disturbances, riots and civil commotions, vandalism, malicious mischief, tornado, cyclone, windstorm, earthquake and collision from or by airborne or automotive traffic, with deductible provisions of not to exceed \$1,000.00 for any one casualty.

SECTION 3.02: In case of loss or damage to the demised premises, the proceeds of any insurance shall be applied by the Authority to the repair or replacement of the property damages or destroyed, and the Authority may pay any additional cost in repairing or restoring the property to such condition as to make it usable or to use the proceeds of insurance to repair as much of the damage as such

insurance proceeds will cover without assuming any obligation to make complete repair or restoration of the premises.

In the event the Authority is of the opinion that the efficient administration of the hospital system would best be served by the application of all or part of the insurance proceeds to improvements to the hospital system which do not constitute a repair or replacement of the property for the destruction or impairment of which the insurance proceeds are so paid, the amount of such proceeds may be applied by the Authority (with the consent of the County) to the making of such improvements.

If such property is damaged or destroyed to the extent as to render the demised premises unfit for operation as a hospital system, the Authority may notify the County in writing of the existence of such fact and any obligation of the authority hereunder to provide facilities, etc. shall be suspended but this Lease Agreement will not terminate.

SECTION 3.03: Boiler and pressure vessel (including pressure pipes) explosion insurance shall be maintained by the Authority with respect to all boilers, pressure vessels and pressure pipes which may be located on the demised premises.

SECTION 3.04: The premiums on all insurance policies required to be maintained by the provisions of this Agreement shall be considered "additional rent" for the use of the demised premises. In the event the Authority fails to obtain and keep in force the insurance required by this Agreement, the County may obtain such insurance and the Authority shall promptly pay the premiums and all other costs of the County incurred in connection with obtaining such insurance.

ARTICLE IV.

Reports of Authority

SECTION 4.01: The Authority agrees to furnish to the duly qualified and acting County Auditor a copy of an annual audit of the financial condition of the hospital facilities (operated on the demised premises) made by a certified public accountant or licensed public accountant.

SECTION 4.02: The Authority, at the time of supplying the annual audit, shall also provide the County Auditor with a schedule showing the insurance in force as required by Article III of this Agreement, such schedule to include the amount of insurance, risk covered, and the name of the insurance carrier.

SECTION 4.03: Upon the written request of the County, the Authority shall also supply to the County such other information as the County feels is necessary to inform the citizens of Johnson County as to the manner of the operation of the hospital facilities located on the demised premises and the financial condition of the Authority.

ARTICLE V

RENT

The parties hereto recognize that it will be the obligation of the County to make provision for the payment of the warrants, and interest thereon (issued to provide hospital improvements, the same being described fully in this Section), by the levy and collection of a tax unless, at the time for the making of such tax levy, the County has on hand in the interest and sinking fund created for the payment of such obligations an amount which is sufficient to make such payments for the ensuing fiscal year of the County.

The parties further recognize that one of the purposes of this agreement is to provide for the lease payments of the Authority to become due and payable at such time and in such manner as will enable the County to utilize such funds for the payment of the principal and interest requirements on the warrants without resort to such available taxing power.

Accordingly, the Authority covenants that it will pay to the County at the office of the County Judge of Johnson County, Courthouse, Cleburne, Texas, fixed rent (sometimes called basic rent) which is adequate to pay the principal and interest requirements of the \$500,000 "Johnson County, Texas, Hospital Improvement Warrants", dated February 1, 1969, which warrants are scheduled to mature on

on February 1 in each of the years as follows:

1970	\$10,000
1971 through 1974	\$ 5,000
1975 through 1977	10,000
1978	40,000
1979	10,000
1980 and 1981	45,000
1982 through 1987	50,000

That such warrants bear interest at the rate of 5½% per annum, and are optional for redemption prior to their scheduled maturity on February 1, 1974, and on each August 1 and February 1 thereafter upon proper notice being given to the paying agent Bank as provided in the order authorizing the issuance of the said warrants which was duly passed and adopted by the Commissioners' Court of Johnson County, on the 17th day of January, 1969.

That unless the Authority makes provisions for the retirement of the principal amount of warrants (either all or part of the above described issue) in the manner hereinafter in this Section provided, the amount which shall become due as basic rent in each of the years of this Lease Agreement shall be as follows:

YEAR OF PAYMENT OF BASIC RENT UNDER LEASE	PRINCIPAL DUE 2-1 *	INTEREST due 2-1 *	INTEREST due 8-1*	TOTAL PAYMENT
1969	\$10,000	\$27,500.00**	\$13,475.00	\$50,975.00
1970	5,000	13,475.00	13,375.00	31,850.00
1971	5,000	13,75.00	13,200.00	31,575.00
1972	5,000	13,200.00	13,062.50	31,262.50
1973	5,000	13,062.50	12,925.00	30,987.50
1974	10,000	12,925.00	12,650.00	35,575.00
1975	10,000	12,650.00	12,375.00	35,025.00
1976	10,000	12,375.00	12,100.00	34,475.00
1977	40,000	12,100.00	11,000.00	63,100.00
1978	10,000	11,000.00	10,725.00	31,725.00
1979	45,000	10,725.00	9,487.50	65,212.50
1980	45,000	9,487.50	8,250.00	62,737.50
1981	50,000	8,250.00	6,875.00	65,125.00
1982	50,000	6,875.00	5,500.00	62,375.00
1983	50,000	5,500.00	4,125.00	59,625.00
1984	50,000	4,125.00	2,750.00	56,875.00
1985	50,000	2,750.00	1,375.00	54,125.00
1986	50,000	1,375.00	-0-	51,375.00

* Amount due before next County tax levy, the calendar year following the lease payment.

** Twelve months interest due 2-1-70

The Authority may make provision for the retirement of the principal amount of any such warrant or warrants and thereby be relieved of any obligation to thereafter pay the interest on the obligation so retired, provided the provisions of this paragraph are met:

1) If the warrant or warrants are to be retired under the provisions for their redemption (as contained in the printed warrant and the order authorizing their issuance), the Authority shall at least 60 days prior to the interest payment date upon which the obligations are optional transmit to the County Treasurer of Johnson County a check or warrants payable to the County in the amount of the principal of the warrant to be so redeemed, plus the interest thereon to the date set for redemption. The Authority shall further notify the County Treasurer and the County Judge of Johnson County which

particular warrants (by number of the warrant and the scheduled principal maturity date) are to be redeemed. The County Treasurer of Johnson County shall forthwith deposit the funds so received in the Interest and Sinking Fund established for the payment of such warrants and the County Judge shall forthwith cause the County Clerk to issue the notice of redemption to the paying agent bank (Mercantile National Bank at Dallas, Dallas, Texas) which specifies the serial number and amounts of warrants which are to be redeemed.

2) If the warrants are to be retired by the Authority by purchase of such warrants from the holder thereof, the Authority shall cause the warrants which are to be so cancelled and redeemed to be delivered to the County Treasurer with all appurtenant coupons attached, together with a check or warrants in the amount required to redeem the same or a statement from the owner or holder of the warrants acknowledging the receipt of the funds in payment of such obligation. The County Treasurer shall forthwith advise the County Judge of Johnson County that such warrant has been received and deliver the same to the depository bank of the County for cancellation. The Authority's meeting of its obligation under the foregoing paragraph shall discharge its obligation to the County irrespective of whether the County Officials shall proceed or act in the manner hereinabove set forth.

Such fixed or basic rent shall be paid in lawful money of the United States of America without any set off or counterclaim or deduction whatsoever, and shall be made without demand being made by the County.

The amounts provided as fixed or basic rent by the provisions of this Section do not include any amounts which the Authority is required to pay as additional rent under the provisions of Sections 3.04 and 6.05 of this AGREEMENT.

ARTICLE VI

Other Covenants of Authority

SECTION 6.01: The Authority may not assign or sublet all or any part of its interest in or under the Lease Agreement. The Authority is hereby specifically authorized to mortgage or pledge all or part of its interest hereunder to secure the payment of any bonds it may issue under the provisions of Article 4494r, V. A. T. C. S., with the prior approval of the County.

SECTION 6.02: Authority agrees that it will abide by and carry out any assurances given by the 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.

SECTION 6.03: The rates, fees, charges and rents established by the Authority for the use of the hospital facilities shall be commensurate with those charged within the Texas Hospital Association.

SECTION 6.04: The County recognizes that the Authority may wish to utilize the building or buildings on the demised premises for bed or convalescent patients or other hospital related uses (as customarily employed by companies operating complete hospital facilities) as the Authority may from time to time determine. The hospital facilities as now constituted (and in the process of being constituted) shall continue to be used only for hospital purposes (and not for related uses such as for convalescent home or for geriatric care) until such time as the County shall have approved another use.

SECTION 6.05: Authority agrees that it will not cause or permit any lien or other charge to be made or fixed upon the property hereby leased during the term of this lease except as permitted herein or by the Indenture of Mortgage or Deed of Trust as may be executed and filed to secure the payment of revenue bonds issued or to be issued by the Authority.

SECTION 6.06: On the last day of the term hereof or on the earlier termination thereof, the Authority shall peaceably and quietly leave, surrender and deliver up to the County the demised premises, broom-clean, together with the buildings or any new building and all alterations, changes, additions and improvements which may have been made upon the premises (excluding movable furniture or

movable trade equipment or fixtures put in at the expense of the Authority), in thorough repair and good order and safe condition. If the demised premises be not so surrendered, Authority shall make good to County all damage which County shall suffer by reason thereof, and in addition shall indemnify County from and against all claims made by any succeeding tenant against County founded upon delay by County in delivering possession of the premises to such succeeding tenant, so far as such delay is occasioned by the failure of Authority to surrender the premises.

ARTICLE VII

REVISION TO THE LEASE AGREEMENT

Either party to this Agreement may request a modification or supplement to this Lease Agreement by notifying the other party in writing of the proposed change. If the parties agree on such modification or supplementation, the change in the Lease Agreement shall be made and shall thereafter govern the parties.

ARTICLE VIII

Default in Performance by Authority

SECTION 8.01: In the event the Authority shall fail to perform any of the terms, covenants or conditions of this Agreement, the County may by notice in writing directed to the Authority call the same to the attention of the Authority, and advise the Authority that it has sixty days from the date of the receipt of such notice to remedy the default.

If the default is not corrected within sixty days from the receipt of such notice (Including the sixtieth day) the County may, at its option, declare this Agreement terminated. The fact that the County may not issue such notice in writing or may not declare the Agreement terminated shall not affect the right of the County to against invoke the provisions of this Article and any failure of the County to act on any one or more occasions shall not constitute a waiver of any of the rights of the County under this Article.

SECTION 8.02:

(a) In the event of a breach or a threatened breach by the Authority of any of the terms, covenants or conditions hereof, the County shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.

(b) The rights and remedies given to County in this lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by County, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

(c) The receipt of rent by County, with knowledge of any breach of this lease by Authority or of any default on the part of the Authority in the observance or performance of any of the terms, covenants or conditions of this lease, shall not be deemed to be a waiver of any provision of this lease.

(d) No receipt of moneys by County from Authority after the termination or cancellation hereof in any ~~lawful~~ manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to Authority, or operate as a waiver of the right of County to enforce the payment of fixed rent or additional rent or other charges then due or thereafter falling due, or operate as a waiver of the right of County to recover possession of the demised premises by proper suit, action, proceedings or remedy; it being agreed that, after the service of notice to terminate or cancel this lease, and the expiration of the time therein specified, if the default has not been cured in the meantime, or after the commencement of suit, action or summary proceedings or of any other remedy, or after a final order, warrant or judgment for the possession of the demised premises, County may demand, receive and collect any moneys then due, or thereafter becoming due, without in any manner affecting such notice, proceedings, suit, action, order, warrant or judgment; and any and all such moneys

so collected shall be deemed to be payments on account for the use and occupation of the demised premises, or at the election of County, on account of Authority's liability hereunder.

ARTICLE IX.

Covenant of County

County covenants that, if and so long as Authority pays the fixed rent, and additional rent and other charges reserved by this lease, and performs all the terms, covenants and conditions of this lease on the part of Authority to be performed, Authority shall quietly enjoy the demised premises.

IN WITNESS WHEREOF, this LEASE AGREEMENT has been executed by the parties in duplicate as of the date mentioned in paragraph one of this instrument although actually executed on the 16th day of May, 1969.

ATTEST:

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

JOHNSON COUNTY, TEXAS

By Tom Ball

Tom Ball, County Judge

JOHNSON COUNTY HOSPITAL AUTHORITY

By J. Hunter Pearson

President, Board of Directors

ATTEST:

Johnie Gordon
Secretary, Board of Directors
(no seal)

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for Johnson County, Texas, on this day personally appeared TOM BALL, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the County Judge of Johnson County, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of Johnson County, Texas

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of May, 1969.

(seal)

Mozelle F. Browning, Notary Public in and for
Johnson County, Texas

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared Hunter Pearson, President of the Board of Directors 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 the same was the act of the said JOHNSON COUNTY HOSPITAL AUTHORITY, a corporation, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of JOHNSON COUNTY HOSPITAL AUTHORITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of May, 1969.

(seal)

Zona Hudgins, Notary Public
in and for Johnson County, Texas

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo...

THE STATE OF TEXAS I

COUNTY OF JOHNSON I

JULY 1, 1969

BE IT REMEMBERED AT A REGULAR MEETING OF THE Commissioners' Court of Johnson County, Texas, on the

above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, 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, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, John A. James, District Judge, Jim Ferguson, Byron Crosier, John MacLean, Gean Turner, John Butner, Johnson Co., Bar Association and Louis B. Lee, County Clerk.

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the County adopt the Jury Wheel system in selection of Juries in District and County Courts. Purchase of Jury Wheel and other equipment needed, effective July 1, 1969.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the following Resolution be approved.

All voted aye

RESOLUTION

BE IT RESOLVED that the Commissioners' Court of Johnson County, Texas, in regular session, on this the 1st day of July, 1969, all members being present, do unanimously adopt the proposed Bill transferring criminal and civil jurisdiction from the 18th Judicial District Court to the County Court of Johnson County, Texas, as set forth in said attached proposed Bill; that all interested officials affected by the transfer have been contacted; that is, the District Judge, County Judge, County Attorney, County Clerk, District Clerk, Sheriff, the Justices of the Peace and Constables, as well as the Johnson County Bar Association, and all have indicated their approval of the proposed Bill:

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to our State Senator, Honorable J. P. Word, and to our State Representative, Honorable J. E. Ward, requesting that, if possible, they have it placed on the agenda of the special session of the legislature to be called by the Governor this month as a matter to be considered as emergency legislation.

SIGNED at Cleburne, Texas, this the 1st day of July, 1969.

Thomas E. Ball, County Judge

C. W. Atwood, Commissioner, Prec. 1

W. R. Bryant, Commissioner, Prec. 2

W. I. Boteler, Commissioner, Prec. 3

M. W. Roland, Commissioner, Prec. 4

ARTICLE 1970-335. JOHNSON COUNTY: TRANSFER OF JURISDICTION FROM THE DISTRICT COURT OF JOHNSON COUNTY TO THE COUNTY COURT OF JOHNSON COUNTY OF CAUSES INVOLVING EMINENT DOMAIN AND OTHER CIVIL AND CRIMINAL JURISDICTION WHICH COME WITHIN COUNTY COURT JURISDICTION UNDER THE GENERAL LAWS OF THIS STATE: PROVIDING FOR THE TRANSFER OF CLERICAL DUTIES FROM THE DISTRICT CLERK TO THE COUNTY COURT: AND DECLARING AN EMERGENCY

ARTICLE 1970-335 is hereby amended so as to hereafter read as follows:

Section 1. The County Court of Johnson County shall have and exercise the general jurisdiction of a probate court, shall probate wills, appoint guardians of minors, idiots, lunatics, persons non compos mentis and common drunkards; grant letters testamentary and of administration; settle the accounts of executors, administrators and guardians; transact all business pertaining to the estates of deceased persons, minors, idiots, lunatics, persons non compos mentis, and common drunkards, including the partition, settlement and distribution of estates of deceased persons pending in such Court; to conduct lunacy hearings; to apprentice minors as provided by law, and to issue all writs necessary for the enforcement of its own jurisdiction; to punish contempt under such provisions as now or may be provided for by General Law governing County Courts throughout the State; and in addition thereto, said County Court shall have jurisdiction over matters of eminent domain as well as other original civil and criminal jurisdiction, and other appellate civil and criminal jurisdiction as is

conferred upon and as may in the future be conferred upon County Courts by General Laws of this State.

SECTION 2. All causes involving eminent domain and other civil and criminal causes, both of original and appellate nature, pending in the District Court of Johnson County as of the effective date of this Act, over which the County Court of Johnson County would normally have jurisdiction under the General Laws of this State, are hereby transferred to the County Court of Johnson County as of the effective date of this Act; and all writs and processes relating to such causes heretofore issued by or out of said District Court of Johnson County are hereby made returnable to said County Court of Johnson County after this Act takes effect in the same manner as such writs and processes would have been returnable to said District Court but for this Act; and provided further, that as to any such civil or criminal case on appeal from said District Court, should a judgment be entered by the Court of Civil Appeals or the Supreme Court or the Court of Criminal Appeals, remanding such cause for a new trial or for other further proceedings, same shall be remanded to the County Court of Johnson County, and all jurisdiction in respect to said particular case shall thereafter vest in the County Court of Johnson County, Texas.

SECTION 3: The District Clerk of Johnson County shall continue to perform all the clerical functions of and for the County Court of Johnson County insofar as all matters and causes affected by this Act are concerned, until January 1, 1971; and at said last named date, all such clerical functions shall be transferred to and assumed by the County Clerk of Johnson County. It is further provided that at said last named date, the District Clerk of Johnson County is hereby required to file with the County Clerk of Johnson County all original papers in all causes affected by this Act then pending, as well as all Judge's dockets, pertaining to such causes. It is further provided that at said last named date it shall not be necessary that the County Clerk refile any papers heretofore filed by the District Clerk, but papers in any such causes bearing the file mark of the District Clerk prior to January 1, 1971 shall be held to have been filed in any such causes without the necessity of being refiled by the County Clerk. Said District Clerk in causes so transferred shall accompany the papers with a certified bill of cost; and against all cost deposits, if any, said District Clerk shall charge accrued fees due him, and the remainder of the deposit he shall pay to said County Clerk as a deposit in the particular cause for which same was deposited. Credit shall be given litigants for all jury fees theretofore paid to said District Clerk.

Section 4: This act shall not be construed to in any manner affect final judgments heretofore rendered by the District Court of Johnson County pertaining to matters and causes affected by this Act; but said District Court shall retain jurisdiction to enforce said final judgments, and said District Clerk shall issue all writs of execution and orders of sale and proceedings thereunder and his act in so doing shall be valid and binding to all intents and purposes.

SECTION 5: The duties of the County Attorney of Johnson County shall not be in any manner changed or affected by this Act; and said County Attorney shall have and perform the same duties as were had and performed prior to the passage of this Act.

SECTION 6: The purpose of this Act is to vest in the County Court of Johnson County all jurisdiction of every kind and character which it would have otherwise had under the General Laws of this State pertaining to such matters. This Act shall not be so construed as to deprive the District Court of Johnson County of any jurisdiction that it would otherwise have and exercise under the General Laws of this State. The transfer of the clerical functions from the District Clerk to the County Clerk as provided for by Section 3 herein was made effective January 1, 1971 in order to enable said County Clerk to provide suitable facilities to accommodate such transfer.

SECTION 7: The crowded conditions of the docket of the District Court of Johnson County establishes and creates an imperative public necessity and emergency requiring the Constitutional Rule that bills be read on three several days in each house be suspended, and said Rule is hereby suspended, and this Act shall take effect from and after its passage, and it is so enacted.

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that the following Resolution pertaining to new plat in Johnson County be approved.

All voted aye

RESOLUTION

WHEREAS, the development of land lying outside of incorporated cities and towns in Johnson County, Texas has created economic and health problems for Johnson County, due to lack of planned development, and in order to avoid these problems and to insure continued orderly development it is necessary for the Commissioners' Court to take the following action:

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Johnson County that before the County will assume future maintenance of new roads within the County

(1) The land owner or developer will convey fee simple title to sixty (60) feet of right of way for use as public roads, said deed to the County properly describing said right of way by metes and bounds:

(2) The land owner or developer shall furnish a plat showing a lay-out of the addition and/or the land to be developed with a metes and bounds legal description typed in the upper left-hand corner of the plat, and such plat will show the lot and block numbers of each lot and block, with the streets and alleys shown in said plat, together with their size; that such plat shall not exceed the following size: $9\frac{1}{2}$ " x $15\frac{1}{2}$ "; that the utility easements shall be shown in said plat, together with the name of said addition, and with appropriate space for the approval of the Commissioners' Court of Johnson County, Texas, and the date of such approval; said plat shall be prepared by a registered surveyor of the State of Texas;

(3) Any drainage easements will likewise be shown on said plat;

(4) If said addition or land development is located within five (5) miles of any incorporated city or town in Johnson County, the approval of said city or town must be secured prior to the time said plat is submitted to the Commissioners' Court for approval, with the approval signature of the mayor and attested by the city secretary, with the date of such approval being shown therein;

(5) That the land owner or developer shall furnish the County with a percolation test from a registered engineer, showing the capacity of the soil to handle a septic sewer system, if no public sewer system, if no public sewer system is installed;

(6) The land owner or developer shall furnish a statement showing whether or not the land to be developed is on a community water system; if not on a community water system, a letter will be addressed to the Commissioners' Court as to the source of water; if individual wells will be utilized, then a statement from an engineer as to the depth of the wells where water may be found; and in all cases a statement as to the purity and volume of water available will be furnished;

(7) That all streets and lots shown on the plat must meet the following specifications:

(A) The land owner or developer will grade up the road bed to an approval level and said road must have V-type bar ditches;

(B) That the road bed, after it has been graded, will be covered with a minimum width of 24 feet of a good grade of gravel six inches in depth;

(C) That all of the grading and gravel must meet the inspection and approval of the County Commissioner in whose precinct such addition or development is located;

(D) The land owner or developer will be required to install culverts on all entrances and across drainage structures, where required by the County Commissioner;

(E) The land owner or developer will be required to apply one primer coat of asphaltic material to the six inches of gravel and a single asphalt surface treatment consisting of a minimum of 3/10ths (.3) gallon of asphalt per square yard and covered with crushed rock or gravel aggregate 100% which will pass the three-quarter inch ($3/4$ " square; the aggregate shall be rolled to firmly embed it in the asphalt;

(F) The land owner or developer will be required to contact the County Commissioner in whose precinct the addition and/or development is located, for an on-site inspection prior to the commencement of any work in the development of the addition, in order that he may approve the same or make specific recommendations as to any drainage structures that may be required for the addition.

Prior to the filing of a plat and commencement of any work the land owner or developer will be required to enter into a contract with the County covering the aforementioned requirements. A copy of such contract is marked Exhibit "A" and attached hereto and made a part hereof.

APPROVED this the 1st day of July, 1969.

Thomas E. Ball, County Judge

C. W. Atwood, Commissioner, Precinct 1

W. R. Bryant, Commissioner, Precinct 2

W. I. Boteler, Commissioner, Precinct 3

M. W. Roland, Commissioner, Precinct 4

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

All voted aye

Upon a motion made by Commissioner Boteler and seconded by Commissioner Atwood 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
Dean Scott	Jr. Livestock show barn at Sheriff's Posse Grounds	Precinct No. 1
P. Y. Whitt	Gravel off H. W. 174	Precinct No. 1
Milton E. Straughan	1 4 yrd load gravel and drag drive off C. R. 1102	Precinct No. 1
H. H. Johnson - Captian Johnson Co. Sheriff's Posse	Ditch work and gravel for drive off H. W. 174	Precinct No. 1
Mrs. F. D. Andrews	Grade up driveway off C. R. 803	Precinct No. 2
Malcolm E. Wade	Grade driveway, C. R. 1023	Precinct No. 2
Mrs. R. W. Corley	Haul gravel for private driveway off C. R. 830B, 3 miles S. E. of Burleson	Precinct No. 3
Hugh Couch	Haul 1 yd gravel for private driveway in City of Alvarado	Precinct No. 3
Billy L. Metcalf	Haul and gravel private driveway off Highway 67; 3/10 mile east of Cleburne	Precinct No. 3
James E. Wright	Haul 1 load gravel & spread 1 mile east of Cleburne on C. R. 316A	Precinct No. 3
H. J. Harris	Maintain and grade private road off C. R. 525 3 miles S. W. of Mansfield also put on gravel	Precinct No. 3
Tom F. Head	100 yards gravel - one mile North of Grandview on Head Farm	Precinct No. 4
C. E. Cox	Approx 150 _____ crushed rock bladed off smooth, off C. R. 316	Precinct No. 4

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that a Commission of 3 be appointed to work with the City Council on improvements of the Library.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that County Judge Thomas E. Ball be given authority by the Commissioners Court to contact the City Tax Office and the Cleburne Independent School Tax Office to work out a plan to copy their tax records for use of the County Tax Office.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the plat of the Briarwood Country Estate & Happy Hill acres be approved.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the County reimburse the City of Cleburne in payment for repairs to boat damage, caused by Flood rescue work.

All voted aye

EXHIBIT "A"

A G R E E M E N T

STATE OF TEXAS I
COUNTY OF JOHNSON I

THIS CONTRACT made and entered into this the ____ day of _____, 19____, by and between the COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter called COUNTY, and _____ of _____, of the County of _____, State of Texas, hereinafter called LANDOWNER.

WITNESSETH, that COUNTY and LANDOWNER for and in consideration of the mutual covenants and agreements contained herein, do hereby covenant and agree as follows:

I.

Whereas, LANDOWNER desire to develop the property shown in attached plat for the purpose of selling the said property in lots. LANDOWNER agrees to improve his said property as follows:

- A. LANDOWNER will, by deed, with proper metes and bounds description, convey title in fee simple to JOHNSON COUNTY on a minimum width of sixty feet (60') of right of way;
- B. LANDOWNER will grade up the roadbed to a level approved by the Commissioner of the Precinct in which the said road is located;
- C. The said road must have V-type bar ditches;
- D. the roadbed, after it has been graded, will be covered with a minimum width of twenty-four feet (24') of good grade, gravel, six inches (6") in depth, one primer coat of asphaltic material to the six inches (6") of gravel, and a single asphalt surface treatment consisting of a minimum of 3/10ths (.3) gallon of asphalt per square yard and covered with crushed rock or gravel aggregate, 100% which will pass the three quarter inch (3/4") square; the aggregate shall be rolled to firmly embed it in the asphalt;

(E) The LANDOWNER will install the drainage structures as required by the County Commissioner in whose precinct the addition and/or development is located; and on all entrances requiring culverts, the culvert will be furnished by the LANDOWNER or his assigns;

(F) The LANDOWNER will furnish a plat showing a lay-out of the addition and/or the land to be developed, with a metes and bounds legal description typed in the upper left-hand corner of the plat, and such plat will show the lot and block numbers of each lot and block, with the streets and alleys shown in said plat, together with their size; the utility and drainage easements shall be shown in said plat, together with the name of said addition, and with appropriate space for the approval of the Commissioners' Court of Johnson County, Texas, and the date of such approval; said plat shall be prepared by a registered surveyor of Texas and shall not exceed 9 1/2" x 15 1/2" in size;

(G) If said addition or land development is located within five (5) miles of any incorporated city or town in Johnson County, the approval of said city or town must be secured prior to the time said plat is submitted to the Commissioners' Court for approval, with the approval signature of the mayor and attested by the city secretary, with the date of such approval being shown therein;

(H) The LANDOWNER will furnish the COUNTY with a percolation test from a registered engineer, showing the capacity of the soil to handle a septic sewer system, if no public sewer system is installed.

(I) The LANDOWNER will furnish a statement showing whether or not the land to be developed is

For this Special Election the Commissioners' Court of Johnson County, Texas, has this day consolidated the following Precincts:

Precincts 1, 2, 3, and 4 in Cleburne;

Precincts 10 and 11 in Burleson;

Precincts 14 and 15 in Alvarado;

Precincts 17 and 18 in Grandview;

For this Special Election only, the polling places for the above consolidated Precincts are as follows, together with the Presiding Judge for each:

Precincts 1, 2, 3, & 4: Courthouse in Cleburne, Texas, with Miss Lorene Jones as Presiding Judge.

Precincts 10 and 11: High School in Burleson, Texas, with Mr. Finis W. Coleman as Presiding Judge.

Precinct 14 and 15: Baker's Real Estate Office in Alvarado, Texas, with Mr. Otis Kenney as Presiding Judge.

Precincts 17 and 18: City Hall in Grandview, Texas, with Mr. G. W. Benton as presiding Judge.

The polls will be open from 7:00 o'clock A. M. to 7:00 o'clock P. M.

SIGNED this the 14th day of July, 1969.

ATTEST:

Thomas E. Ball, County Judge

Louis B. Lee, County Clerk

Upon a motion made by Commissioner Boteler and seconded by Commissioner Atwood 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
Henry F. Cooper	Gravel for drive off C. R. 1117	Precinct No. 1
R. H. McLaurin	Patch road & grade - gravel - 1110	Precinct No. 1
Arlie V. Coffey	Gravel on driveway off State 174	Precinct No. 2
Jerrell D. Nickell	Grade & rock (or gravel) 450' ½ mile out on old Alvarado Road CR #316	Precinct No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that Dr. Mendell's bill for appearing as witness at trial of James Crawford in the amount of \$300 for witness fees and they will not pay \$300. for witness fees. Passed.

A motion was made by Commissioner Atwood, and seconded by Commissioner Roland that the County cannot accept this right of way under the conditions outlined in Mrs. Altaras's letter. Paragraphs 4, 5, and 6 of the Letter not acceptable. Judge Ball

All voted aye

BAKER & ALTARAS
ATTORNEYS
CLEBURNE, TEXAS

July 2, 1969

HON. TOM. BALL

COUNTY JUDGE AND
COMMISSIONERS COURT
COURTHOUSE
CLEBURNE, TEXAS, 76031

RE: Road Right-of-Way from A. L. Clements

Gentlemen:

Attached hereto is a copy of a proposed deed from A. L. Clements and wife to Johnson County.

Mrs. Clements is willing to donate and convey the right-of-way described in the deed to the County for road purposes upon the following terms and conditions:

on the above mentioned date at the courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Marshall Young, Jess Everett, Larry Fitzgerald, John Butner and A. B. Jackson.

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 & properly endorsed.

All voted aye

Upon a motion made by Commissioner Atwood 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
Glen Brown	1 load gravel - Off C. R. 1234	Precinct No. 1
Reggie Wells	level road & clean out ditches off County Road 530-B	Precinct No. 1
Fred Crowder	Maintain water way on farm off C. R. 610 S. E. of Lillian	Precinct No. 3
John R. Glenn	Gravel Driveway - Road 311	Precinct No. 4

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that County Road between Highway 171 starting at County Road 1200 going east to intersection 171 be closed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the canvassing of the August 5, 1969 Special Election on Constitutional Amendment be approved and recorded in the Election Records.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that road be closed according to the application and petition presented by owners, part of County Road #1117 where it intersects F. M. Road 1434 South to County Road 1243, land on both sides being owned by Floyd E. Romsby, Jr.

All voted aye

STATE OF TEXAS I
COUNTY OF JOHNSON I

PETITION TO COMMISSIONERS COURT TO CLOSE A PART OF A PUBLIC ROAD

WE, the undersigned, being at least eight (8) freeholders in the precinct in which the road(s) is/are desired to be discontinued, do hereby petition the Commissioners Court of Johnson County, Texas to discontinue the following described parts of the road(s) as set out hereinbelow as follows: (Give road number and other identifying information:

To discontinue the part of the County Road 1117 where it intersects Farm to Market Road 1434 South to County Road 1243. Land on both sides of County Road 1117 being owned by Floyd E. Ormsby, Jr.

SIGNED:

John Roach	Route 2, Box 158, Cleburne	J. I. Peterson	Route 2, Cleburne
R. E. Turpin	Route 2, Box 158, Cleburne	D. T. Peterson	Route 2, Cleburne
B. H. Osborne	Route 2, Cleburne	C. R. Goodman	Route 2, Cleburne
W. L. Scott	Route 2, Cleburne	Fred Bursey	Route 2, Cleburne
A. B. Clements	Route 2, Cleburne		
T. J. Peterson	Route 2, Cleburne		

THE STATE OF TEXAS I
 SEPTEMBER 2, 1969
 COUNTY OF JOHNSON I

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: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor and J. C. Bennett, Assistant County Auditor.

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

All voted aye

Upon a motion made by Commissioner Boteler and seconded by Commissioner Roland 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
Harold Bailey, Sr.	2 or 3 loads gravel on road to house	Precinct No. 2
Fred Crowder	Haul & spread gravel on private road off C. R. 600; 5 miles south Burleson	Precinct No. 3
J. Thomas Edwards	to build road from Road to house out of Rail Road Rock, about 4 miles S. W. of Venus	Precinct No. 4

A motion made by Commissioner Roland and seconded by Commissioner Boteler that the Budget for the County be approved as submitted and examined in open court, as prepared by the County Auditor for the year January 1, 1970, to December 31, 1970.

All voted aye

PETITION

STATE OF TEXAS I
 COUNTY OF JOHNSON I
 TO: COMMISSIONER'S COURT OF JOHNSON COUNTY, TEXAS
 AND
 TAX ASSESSOR & COLLECTOR OF JOHNSON COUNTY, TEXAS

WE, the undersigned residents, community developers and taxpayers of the Union Hill Community, located approximately seven miles north of Cleburne, Texas, do hereby vigorously and without reservation protest the stench, contamination and air pollution caused by a hog farm owned and operated by the Coleman brothers of Burleson, Texas. Particularly in view of the fact that tax evaluation has been raised on all property in this area, it is highly commensurate with the progress of the entire community that this public nuisance be discontinued, abated and done away with without any further delay.

Numerous friendly requests have been made of the Coleman brothers, who reside several miles away from this location, to alleviate this public nuisance, but nothing has been done to date. The situation grows worse each day and is now completely intolerable. The stench causes nausea in the individuals living in the vicinity, thereby causing a health hazard. This condition has definitely lowered the salability and valuation of all property within reach of this stench.

THEREFORE, the signers of this Petition do hereby request that either this public nuisance be removed immediately, or that the appraised valuation of all property in this vicinity be cut exactly in one-half.

WITNESS our hands this 2nd day of August, 1969.

Joshua School	Gravel on driveway off of State Highway 174	Precinct No. 2
R. D. Davenport	Gravel on driveway, dump 1 load gravel in drive just off county road 800	Precinct No. 2
H. E. Smith	Grade up driveway off County Road 918	Precinct No. 2
W. W. Gillespie	Grade and gravel private road off F. M. 916	Precinct No. 4

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the County Judge be authorized to write the Texas Highway Department requesting the agreement between Johnson County and the Highway Department in regard to widening Highway 67 from the Ellis County line to Cleburne, whereby Johnson County will agree for construction on a 50 - 50 basis cost of Right of Way.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Roland that the Lakewood Addition plat be approved.

All voted aye

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

BE IT REMEMBERED that on the 8th day of September, 1969, at a regular meeting of the Commissioners' Court of Johnson County, Texas, Thomas E. Ball, County Judge, presiding and the following commissioners were present: C. W. Atwood, Precinct 1, W. R. Bryant, Precinct 2, W. I. Boteler, Precinct 3 and M. W. Roland, Precinct 4.

A quorum being present, among others, the following proceedings were had:

On motion duly made by Commissioners Roland and seconded by Commissioner Bryant, the following resolution was unanimously passed:

The Commissioners' Court of Johnson County, Texas, has no objection to the Mountain Peak Water Supply Corporation, a corporation duly incorporated under the laws of the State of Texas, locating within the County right of way the said Corporation's water lines. The right of way involved is shown on the accompanying plat. The actual physical location of the water lines shall be at a location to be approved by the Commissioners' Court of Johnson County, Texas. The said water lines shall be installed at a depth of not less than thirty inches (30") below the surface of the ground and/or bar ditch within said right of way and the said water lines shall be placed under and across paved roads by boring. Said corporation shall restore the surface on non-paved roads after said lines are laid to substantially the same condition existing immediately prior thereto.

If, at any time after the granting of this permit, it should become necessary that the water lines be moved for any purpose, the entire cost of moving said water lines will be paid for by the Mountain Peak Water Supply Corporation.

It is expressly understood that the Commissioners' Court does not purport hereby to grant any right, claim, title, franchise or easement in or upon this right of way. This resolution is merely a permit for use of the County's right of way.

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 road, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.

The Mountain Peak Water Supply Corporation shall be liable to the County for any damage done to its public roads or any damage to adjacent property owners or the traveling public, and said Corporation agrees to deposit, within five days from receipt of a copy of this resolution, with the County Auditor of Johnson County, Texas, the sum of \$150.00 to show its good faith in carrying out its responsibility hereunder.

The herein named County will at no time be held liable for any damage to said water lines while improving and maintaining a County Road.

Thomas E. Ball, County Judge

Loran L. Adams, Sr.	6- 6' tile culvert for circle driveway 3 tile each culvert Valleyview, Briarwood Country Estate	Precinct No. 3
C. M. Neal	Haul gravel for private driveway, C. R. 616 1½ miles east of Lillian	Precinct No. 3
Clayton E. Kay	Hot top driveway, McFarland Street Grandview, Texas	Precinct No. 4
G. H. Hall	Hot top driveway, Road 401	Precinct No. 4
M. W. Roland	Hot top driveway, Willow Street Grandview	Precinct No. 4
J. P. Stafford	5 yds crushed stone	Precinct No. 4
C. W. Dotson	40 or 50 yards gravel	Precinct No. 4
J. W. Crocker, III	10 yards gravel - Road 401	Precinct No. 4
Truitt Bailey	1 load gravel - home at Sand Flat	Precinct No. 4
Patton Ingle	15 yards crushed rock - Off F. M. 916	Precinct No. 4
T. J. Harrell	2 loads gravel, Road 102	Precinct No. 4
C. R. Thomas	Crushed Road for driveway, Road 420	Precinct No. 4

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the following bid of Sam Mann be accepted.

Fertilizer and application of same on twenty-two (22) Johnson County Soil Conservation Detention Dams, Waterways and surrounding area; approximately 228 acres. Be advised that Mann Agricultural Service will apply the SCS Specified 20-10-10 fertilizer at the rate of 200# per acre, approximately 23 tons, for \$78.00 a ton - \$1,794.00.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following bid of Forrest Chev-Cad Co., Inc. for a car for the Sheriff's Department be accepted.

300 H. P. V8 engine, Turbo hydra-matic transmission, tinted glass, factory
air cond. power steering, power brakes, pushbutton radio, vinyl trim,
Sale Price \$3,024.06

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the financial report of the Johnson County Memorial Hospital be approved as submitted examined in open court.

All voted aye.

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the plat of Ridgecrest Estates Addition be approved for record when plat & dedication and field notes are filed with the County Clerk.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that Love Fantroy erect flag pole N. W. corner Courthouse Square Drill Stem 62, not to exceed 50 feet.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that the County Judge be authorized to prepare a Resolution to consolidate Johnson County into one Soil Conservation District.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
COUNTY CLERK

COUNTY JUDGE

...ooo0ooo....

MINUTES PERTAINING TO AN ORDER APPROVING
ESTIMATE NO. 5 TO A CONTRACT BETWEEN THE
COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN
INC., CONTRACTOR, CONTRACT BEING DATED AS

M. M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO. 5

DATE: June 2, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entraces - Glass - Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	3,800.00
Drywall - Acoustical Tile - Insulation	148,000.00	14,800.00
Electrical	293,314.00	109,360.00
Elevators	69,200.00	
Excavation	3,600.00	1,200.00
Fence	300.00	
Finish Hardware	12,900.00	
I. V. Track - Carriers	1,600.00	
Laboratory Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry - Cast Stone	56,200.00	43,910.00
Metal Doors - Frames	7,800.00	400.00
Metal Sidings	7,200.00	
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing - Heating - Air Conditioning	730,102.00	100,856.00
Precast Wall Panels	87,270.00	57,900.00
Resilient Tile - Covering	30,200.00	
Roofing - Sheet Metal - Waterproofing	23,200.00	7,200.00
Steel: Struct. - Reinf. - Misc.	98,300.00	96,320.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	910.00
Rough Hardware	4,980.00	2,810.00
Concrete	20,320.00	12,200.00
Insurance - Building	5,200.00	970.00
Labor	151,290.00	49,900.00
Insurance & Taxes - Labor	22,693.00	7,575.00
Form Lumber	6,800.00	6,200.00
	<u>\$1,935,019.00</u>	<u>\$541,581.00</u>

ORIGINAL CONTRACT	2,225,890.00
Change Order #1	290,871.00
Sub Total Contract	<u>1,935,019.00</u>
Deductions	
Total Contract	<u>1,935,019.00</u>
Total Paid with this Estimate	<u>487,422.90</u>
BALANCE	<u>1,447,596.10</u>

Total Estimate to Date	\$541,581.00
Less 10% Retainage	54,158.10
Amount Due	<u>\$487,422.90</u>
Less Previous Estimates	<u>379,305.00</u>

AMOUNT DUE this estimate \$108,117.90

M. M. MOSELEY, ARCHITECT

CAIN & CAIN, INC.

Wilburn Burns, Secretary

Date

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

Upon a motion made by Commissioner Boteler and seconded by Commissioner Bryant 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
Shelby Davis	A private driveway -preferably of lime rock If lime rock isn't available, gravel will do - 150 yds approximately. My residence near Rio Vista	Precinct No. 1
C. W. Atwood	Spread gravel - off F. M. 1434	Precinct No. 1
E. H. Miller	Clean out ditch - off F. M. 916	Precinct No. 1
Ross Walker	Gravel road to my residence	Precinct No. 2
Ross Walker	Re-run Terraces	Precinct No. 2
W. I. Boteler	Haul & Spread 2 loads gravel for private driveway off F. M. 1807, 2 miles S. E. Alvarado	Precinct No. 3
G. E. Miller	1 Bobtail truck load of gravel, Rd 410 (10 miles East of Cleburne)	Precinct No. 4
Pat Wilkerson	30 yards gravel in drive Lumber Yard 3rd & Hwy 81, Grandview	Precinct No. 4
Margie Brown	20 yards gravel - off F. M. 2258	Precinct No. 4
T. E. Ellis	15 yards gravel - 408	Precinct No. 4
Marvin W. Roland, Jr.	Hot top driveway, Pecan St., Grandview, Texas	Precinct No. 4
William A. Greer	Gravel private road, off Road 305	Precinct No. 4
John H. Neely	Road work and gravel Haul, Gravel 200 Yards (about), Private road off Johnson Road 107 to Hog Ranch	Precinct No. 4
J. D. Stafford	Hot top driveway, Scurlock St., Grandview	Precinct No. 4

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that the Commissioners Court investigate gravel purchase for county roads, and make recommendation at next court meeting.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that the matter of assisting the City of Burleson Library be put to the City of Cleburne, County of Johnson Commissioners for consideration of county Financial assistanee.

All voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Atwood that the plat of Space Acres North be approved when properly signed and approved by the City of Joshua.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Atwood that the employees of Johnson County may authorize the County Auditor to deduct from their Salary on a monthly basis for the United Fund contribution no dedication to be less than \$1.00 per month and at least the deduction must be 10% of Employees.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the following persons be appointed Judges for the General and Special Election for 1970 - 1971.

ELECTION JUDGES FOR 1970-1971

PRECINCT	NAME	ADDRESS
1 Courthouse	Mrs. Jack Stipe	Hwy 67, Cleburne, Texas
2 Courthouse	Mrs. Leslie Ball	Route 3, Cleburne, Texas
3 Courthouse	Mrs. E. W. Rawls	1107 E. Henderson, Cleburne, Texas
4 Courthouse	Lorene Jones	204½ S. Caddo, Cleburne, Texas

ORDER APPROVING ESTIMATES NO. 6, 7, & 8 TO A CONTRACT BETWEEN
THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR
CONTRACT BEING DATED AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,000 " JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and the balance of the contract in cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose--including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and

WHEREAS, Estimates No. 6, 7, and 8 of the Contractor has been presented, such estimates showing that a total of \$440,472.60 is due at this time and such amount should be paid in cash out of funds legally available for the purpose and heretofore appropriated; therefore, and

WHEREAS, the said estimates submitted to this Court are in words and figures as follows:

M.M. Moseley, Architect
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO. 6

DATE: July 2, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE	
Aluminum Entrances-Glass-Glazing	5,580.00		
Ceramic Tile	19,100.00		
Cubical Track	2,900.00		
Drill Piers	3,800.00	3,800.00	
Drywall-Acoustical Tile-Insulation	148,000.00	32,900.00	
Electrical	293,314.00	123,704.00	
Elevators	69,200.00		
Excavation	3,600.00	2,120.00	
Fence	300.00		
Finish Hardware	12,900.00	4,200.00	
I.V. Track-Carriers	1,600.00		
Laboratory Equipment	19,800.00		
Lath & Plaster	5,870.00		
Masonry-Cast Stone	56,200.00	43,910.00	
Metal Doors-Frames	7,800.00	400.00	
Metal Sidings	7,200.00	5,120.00	
Metal Windows	5,920.00	5,920.00	
Millwork	22,800.00		
Painting	20,300.00		
Paving	2,900.00		
Plumbing-Heating-Air Conditioning	730,102.00	229,910.00	
Precast Wall Panels	87,270.00	64,450.00	
Resilient Tile- Covering	30,200.00		
Roofing-Sheet Metal-Waterproofing	23,200.00	8,900.00	
Steel: Struct.-Reinf.-Misc.	98,300.00	97,120.00	
Toilet Accessories	2,700.00		
Toilet Partitions	2,500.00		
Vinyl Wall Covering	16,300.00		
Weatherstripping	520.00		
X Ray Protection	3,010.00		
Bonds	19,350.00	19,350.00	
Lumber	3,200.00	990.00	
Rough Hardware	4,980.00	2,810.00	
Concrete	20,320.00	13,700.00	
Insurance-Building	5,200.00	1,420.00	
Labor	151,290.00	51,200.00	
Insurance & Taxes-Labor	22,693.00	8,920.00	
Form Lumber	6,800.00	6,200.00	
	<u>\$1,935,019.00</u>	<u>\$727,044.00</u>	
Original Contract	2,225,890.00	Total Estimate to Date	727,044.00
Change Order # 1	290,871.00	Less 10% Retainage	72,704.40
Sub Total Contract	1,935,019.00	Amount Due	654,339.60
Deductions		Less Previous Estimates	487,422.90
Total Contract	1,935,019.00		
Total Paid with this		AMOUNT DUE this estimate	<u>\$166,916.70</u>
Estimate	654,339.60		
BALANCE	<u>1,280,679.40</u>		

CAIN & CAIN, INC.
Wilburn Burns
Secretary

M.M. MOSELEY, ARCHITECT
M. M. Moseley
July 8, 1969
Date

M.M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE NO: 7

DATE: August 5, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances-Glazing-Glass	5,580.00	
Ceramic Tile	19,100.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	32,900.00
Cubical-Track	2,900.00	
Electrical	293,314.00	133,200.00
Elevators	69,200.00	
Excavation	3,600.00	2,120.00
Fence	300.00	
Finish Hardware	12,900.00	12,000.00
I.V. Track-Carriers	1,600.00	
Laboratory-Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	45,200.00
Metal Doors-Frames	7,800.00	400.00
Metal Sidings	7,200.00	5,120.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	290,209.00
Precast Wall Panels	87,270.00	82,906.00
Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	16,200.00
Steel: Struct.-Reinf.-Misc.	98,300.00	97,120.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	1,120.00
Rough Hardware	4,980.00	3,100.00
Concrete	20,320.00	17,200.00
Insurance-Building	5,200.00	1,720.00
Labor	151,290.00	62,100.00
Insurance & Taxes-Labor	22,693.00	9,315.00
Form Lumber	6,800.00	6,200.00
	<u>\$1,935,019.00</u>	<u>\$847,200.00</u>

Original Contract	2,225,890.00	Total Estimate to Date	847,200.00
Change Order # 1	290,871.00	Less 10% Retainage	84,720.00
Sub Total Contract	1,935,019.00	Amount Due	762,480.00
Deductions		Less Previous Payments	654,339.60
Total Contract	1,935,019.00		
Total Paid with this		AMOUNT DUE this estimate	<u>\$108,140.40</u>

Estimate 762,480.00
BALANCE 1,172,539.00

CAIN & CAIN, INC.

M. M. MOSELEY, ARCHITECT
M.M. Moseley
Date Aug 8, 1969

Wilburn Burns
Secretary

M. M. MOSELEY, ARCHITECT
215 West Main
Fredericksburg, Texas

PROJECT: Johnson County Memorial Hospital
Cleburne, Texas

ESTIMATE 8

DATE September 3, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances-Glass-Glazing	5,580.00	
Ceramic Tile	19,100.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	42,100.00
Cubical Tract	2,900.00	
Electrical	293,314.00	139,200.00
Elevators	69,200.00	20,920.00
Excavation	3,600.00	2,120.00
Fence	300.00	
Finish Hardware	12,900.00	12,000.00
I.V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	18,210.00
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	48,200.00
Metal Doors-Frames	7,800.00	5,420.00
Metal Sidings	7,200.00	5,120.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	5,921.00
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	388,209.00
Precast Wall Panels	87,270.00	84,200.00

Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	16,200.00
Steel: Struct.-Reinf.-Misc.	98,300.00	98,000.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	1,120.00
Rough Hardware	4,980.00	3,600.00
Concrete	20,320.00	18,100.00
Insurance-Building	5,200.00	2,100.00
Labor	151,290.00	73,900.00
Insurance & Taxes-Labor	22,693.00	11,085.00
For Lumber	6,800.00	6,200.00
	<u>\$1,935,019.00</u>	<u>\$1,030,995.00</u>

Original Contract	2,225,890.00	Total Estimate to Date	1,030,995.00
Change Order # 1	290,871.00	Less 10% Retainage	103,099.50
Sub Total Contract	<u>1,935,019.00</u>	Amount Due	<u>927,895.50</u>
Deductions		Less Previous Payments	<u>762,480.00</u>
Total Contract	<u>1,935,019.00</u>		
Total Paid with this Estimate	<u>927,895.50</u>	AMOUNT DUE this estimate	<u>\$165,415.50</u>
BALANCE	<u>\$1,007,123.50</u>		

CAIN & CAIN INC.
Wilburn Burns
Secretary

M. M. MOSELEY, ARCHITECT
M. M. Moseley
Date Sept 4, 1969

AND WHEREAS, it has been determined by this Court that said estimates should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimates are submitted, and said estimates are hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V.A.T.C.S., or any other law; and, further, that neither the Court nor any person holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimates herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimates shall be paid as set forth in the preamble.

SECTION 4: That the cash payment herein authorized to be made is hereby found to be valid; subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration under the contract for which payment has been authorized by the payment of cash, authorized herein to be made to the amount of the estimates, and all things required by law to be done by the payment of cash have happened and have been performed in due time, form and manner as required by law. This ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings, and the same shall be binding upon said County and the members of the Commissioners' Court and their successors in office.

SECTION 5: That the County shall carry out the provisions of this order by causing the foregoing cash payment to be made to said Contractor, and it is specifically provided that all acts of the County regarding the payment of cash shall be prima facie evidence that the official acts of the County have been completed in all respects in the proper manner.

PASSED AND APPROVED, this the 13th day of October, 1969.

ATTEST:
 Louis B. Lee, County Clerk and Ex-Officio
 Clerk of the Commissioners' Court of
 Johnson County, Texas
 (Com. Crt. Seal)

Thomas E. Ball, County Judge
 Johnson County, Texas

CASH RECEIPT

THE STATE OF TEXAS I
 COUNTY OF TARRANT I

I, Owen E. Cain, of CAIN & CAIN, INC., Contractor, DO HEREBY CERTIFY that I have received payment of \$440,472.60 in payment of Estimates No. 6,7 & 8 submitted to the Commissioners' Court of Johnson County, Texas, in accordance with an order approving said estimates and authorizing said cash payment in the amount of \$440,472.60 which order was passed and adopted by the Commissioners' Court of Johnson County, on the 14th day of October, 1969.

TO CERTIFY WHICH, witness my hand this the 14th day of October, 1969.

CAIN & CAIN, INC., CONTRACTOR
 By Owen E. Cain

SWORN TO AND SUBSCRIBED BEFORE ME, this the 14th day of October, 1969.

Welburn Ray Burns, Notary Public in and for
 Tarrant County, Texas

(seal)

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
 COUNTY CLERK

 COUNTY JUDGE

...oooOooo...

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I
 OCTOBER 17, 1969

BE IT REMEMBERED AT A SPECIAL 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: Thomas E. Ball, County Judge, C. W. Atwood, 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, Jim Kirtley, Bob Mayfield, Buddie Kenneda, Mayor Carlisle.

Upon a motion made by Commissioner Atwood and seconded by Commissioner Bryant 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
Larry Huckabee	Gravel on driveway, off C. R. 1128	Precinct No. 2
E. J. Maxwell	Pave Road off F. M. 917	Precinct No. 2
L. O. Gibson	Gravel on driveway, off 171	Precinct No. 2
Harold Rawdon	Haul & spread gravel for private driveway off C. R. 525, 3 miles N. E. Lillian	Precinct No. 3

A Motion was made by Commissioner Bryant and seconded by Commissioner Roland that the following order be approved.

All voted aye

MINUTES PERTAINING TO AN ORDER APPROVING ESTIMATE NO. 9 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

ON THIS, THE 17th day of October, 1969, 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, the following members of the Court being present, to-wit:

THOMAS BALL	COUNTY JUDGE, Presiding; and
C. W. ATWOOD	COMMISSIONER, Precinct No. 1
W. R. BRYANT	COMMISSIONER, Precinct No. 2
W. I. BOTELE	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 were the following:

The County Judge submitted the following order to the Court:

"ORDER APPROVING ESTIMATE NO. 9 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969."

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

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

ATTEST: Thomas E. Ball, County Judge
 Louis B. Lee, County Clerk and Johnson County, Texas
 Ex-Officio Clerk of the Commissioners'
 Court of Johnson County, Texas

(Com. Crt. Seal)

ORDER APPROVING ESTIMATE NO. 9 TO A CONTRACT BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, CONTRACT BEING DATED AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,000 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and the balance of the contract in cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose--including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 9 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$190,806.30 is the amount that should be paid to the contractor at this time; and,

WHEREAS, this Court now finds and determines that the amount now due the Contractor should now be paid in the following manner:

- (a) \$190,000 by the execution and delivery to the Contractor of the Warrants of the County known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, being warrants numbered 31 through 220, being those warrants scheduled to mature on February 1 in the years as follows: \$10,000 in 1975 through 1977; \$40,000 in 1978; \$10,000 in 1979; \$45,000 in 1980 and 1981; \$20,000 in 1982;
- (b) \$806.30 by the payment of cash out of funds on hand legally available for the purpose and heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT
215 WEST MAIN
FREDERICKSBURG, TEXAS

PROJECT:
JOHNSON COUNTY MEMORIAL HOSPITAL
CLEBURNE, TEXAS

ESTIMATE -9-

DATE October 3, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances - Glass - Glazing	5,580.00	3,100.00
Ceramic Tile	19,100.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	77,200.00
Cubical Track	2,900.00	
Electrical	293,314.00	151,200.00
Elevators	69,200.00	46,847.00
Excavation	3,600.00	2,990.00
Fence	300.00	
Finish Hardware	12,900.00	12,900.00
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	18,210.00
Lath & Plaster	5,870.00	
Masonry - Cast Stone	56,200.00	54,600.00
Metal Doors - Frames	7,800.00	6,920.00
Metal Siding	7,200.00	6,720.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	5,921.00
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	489,209.00
Precast Wall Panels	87,270.00	85,900.00
Resilient Tile - Covering	30,200.00	
Roofing - Sheet Metal - Waterproofing	23,200.00	19,290.00
Steel: Struct. - Reinf. - Misc.	98,300.00	98,000.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	33,200.00	1,920.00
Rough Hardware	4,980.00	3,900.00
Concrete	20,320.00	18,900.00
Insurance-Building	5,200.00	2,420.00
Labor	151,290.00	87,900.00
Insurance & Taxes - Labor	22,693.00	18,185.00
Form Lumber	6,800.00	6,700.00
	<u>1,935,019.00</u>	<u>1,243,002.00</u>
Original Contract	2,225,890.00	Total Estimate to Date 1,243,002.00
Change Order #1	390,871.00	Less 10% Retainage 124,300.20
Sub Total	<u>1,935,019.00</u>	Amount Due <u>1,118,701.80</u>
Deductions		Less Previous Payments <u>927,895.50</u>
Total Contract	<u>1,935,019.00</u>	
Total Paid with this Estimate	<u>1,118,701.80</u>	AMOUNT DUE THIS Estimate <u>190,806.30</u>
BALANCE	<u>816,317.20</u>	

M. M. MOSELEY, ARCHITECT

CAIN & CAIN INC.

M. M. Moseley

Wilburn Burns, Secretary

Date Oct. 8, 1969, Approved

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing of otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the Court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the contractor under the aforesaid estimate shall be paid as set

Forth in the preamble.

SECTION 4: That the warrants herein authorized to be executed and delivered, and the cash payment authorized to be made are hereby bound to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration therefor and for the full amount thereof and that all things required by law to be done in the issuance and delivery of said warrants and payment of cash have happened and have been performed in due time, form and manner, as required by law. This ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, and any succeeding owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings; and the same shall be binding upon said County and the members of the Commissioners' Court, and their successors in office, until said warrants with interest thereon have been fully paid and discharged.

SECTION 5: That the County Judge and County Clerk of this County shall carry out the provisions of this order by causing the above described warrants to be executed and sealed, then registered by the County Treasurer (who shall evidence the same by endorsement on such warrants), and by causing the above cash payment to be made, and it is specifically provided that all acts of the above mentioned officials regarding the execution, registration and delivery of said warrants and regarding said cash payment shall be prima facie evidence that their official acts have been completed in all respects in the proper manner to give fully validity to said warrants and cause the same to create good, sufficient and valid obligations against the County.

PASSED AND APPROVED, this the 17th day of October, 1969.

ATTEST:

Thomas E. Ball, County Judge

Louis B. Lee, County Clerk and Ex-Officio

Johnson County, Texas

Clerk of the Commissioners' Court of

Johnson County, Texas

(Com. Crt. Seal)

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

(1) That this certificate is executed and delivered with reference to the following described warrants:

"JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS,"

dated February 1, 1969 in the aggregate principal amount of \$190,000, being warrants numbered: 31 through 220

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said warrants and that the same were then registered by the County Treasurer who signed each of said warrants in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said warrants by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said warrants and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said warrants or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings

John A. Page	Installing tiling for crossing to lot #9, Block #9 on Ridgecrest Estate Sec. 3 off County Road 803	Precinct No. 2
Morris D. Lewis	Haul 2 loads gravel for private drive in City of Keene	Precinct No. 3
Ralph Coleman	Grade & gravel driveway off C. R. 528,	Precinct No. 3
Brooks Bradley	Haul & spread gravel on private road off County Road 5099	Precinct No. 3
C. R. Walling	Deliver (1) Load Approx. 16 yds crushed rock in my driveway, old Lillian-Mansfield Rd.	Precinct No. 3
Texas Power & Light Co.	50 yards Crushed Rock on O'Hara Street Grandview	Precinct No. 4
D. C. Case	1 load gravel (dump on fence line) Island Grove Road, 1 1/8 mile from Grandview Highway	Precinct No. 4
Glenn L. Rayburne	Driveway re-worked, may need load of gravel	Precinct No. 4
D. R. Wadlington	10 yds of gravel for drive, about 7 miles S. E. of Cleburne on County Road 423	Precinct No. 4

All voted aye

A motion was made Commissioner Boteler and seconded by Commissioner Roland that the following Resolution be passed.

All voted aye

"Be it Resolved that the Commissioners' Court of Johnson County does establish a Child Welfare Unit for said County; and

"Be it further resolved that the Texas Department of Public Welfare be advised that the County is ready to enter into a contract with the State relative to the establishment of such Child Welfare Unit."

MINUTES PERTAINING TO AN ORDER APPROVING
CHANGE ORDER NO. 2

THE STATE OF TEXAS I
COUNTY OF JOHNSON I

ON THIS, the 17th day of October, 1969, 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, the following members of the Court being present, to-wit:

THOMAS BALL	COUNTY JUDGE, Presiding; and
C. W. ATWOOD	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 were the following:

The County Judge submitted the following order to the Court:

"ORDER APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT EXECUTED BETWEEN JOHNSON COUNTY, TEXAS, AND CAIN & CAIN, INC., CONTRACTOR, IN CONNECTION WITH HOSPITAL IMPROVEMENTS, CONTRACT BEING DATED JANUARY 17, 1969."

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

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

ATTEST:

Thomas Ball, County Judge,

Louis B. Lee, County Clerk and

Johnson County, Texas

Ex-officio Clerk of the Commissioners'
Court of Johnson County, Texas
(Com. Crt. Seal)

ORDER APPROVING CHANGE ORDER NO. 2 TO THE
CONTRACT EXECUTED BETWEEN JOHNSON COUNTY,
TEXAS, AND CAIN & CAIN, INC., CONTRACTOR,
IN CONNECTION WITH HOSPITAL IMPROVEMENTS,
CONTRACT BEING DATED JANUARY 17, 1969

WHEREAS, the County of Johnson, Texas, and Cain & Cain, Inc., Contractor, on the 17th day of January, 1969, entered into a contract for the purpose of providing for 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 of Johnson County, Texas; and,

WHEREAS, it has become necessary to make certain changes and additions in the specifications and quantities of materials required to make such improvements; and,

WHEREAS, such changes are reasonable and necessary to insure the proper performance of such contract and the quality of the public improvement thereby constructed, such changes being set out in greater detail in Change Order No. 2 to such contract prepared and approved by the Architect, which Change Order is attached hereto and hereby incorporated herein by reference for all purposes; and,

WHEREAS, the said Change Order necessitates the increase in the total cost of such contract in the amount of \$6,480.65; now, therefore,

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

Section 1: That Change Order No. 2 hereinabove referred to be, and the same hereby is, in all things ratified and approved by the County of Johnson, Texas, and said Change Order reflecting such changes attached to this order is hereby made a part thereof; that the Change Order shall be executed for and on behalf of Johnson County by the County Judge, and such execution is hereby authorized for and on behalf of the County and as its act and deed.

Section 2: That there is hereby appropriated, and the County Treasurer is ordered to set aside, the sum of \$6,480.65 for the purpose of paying the increase in cost of the subject contract necessitated by such changes.

PASSED AND APPROVED, this the 17th day of October, 1969.

ATTEST: Thomas Ball, County Judge
Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
Clerk of the Commissioners' Court of
Johnson County, Texas

(Com. Crt. Seal)

CHANGE ORDER

PROJECT: Johnson County Memorial Hospital
Cleburne, Texas

TO: (Contractor) ARCHITECT'S PROJECT NO: Texas -402
CAIN & CAIN, INC. CONTRACT FOR: General Construction
P. O. Box 685 CONTRACT DATE: January 17, 1969
Fort Worth, Texas, 76101

You are directed to make the following changes in this Contract:

To install one (1) VAT 385 Baltimore Aircoil Cooling Tower in lieu of tower specified in Section 15-C-4 as per quotation letter dated September 24, 1969.

Mechanical Contractor	\$2,608.00
Electrical Contractor	<u>343.07</u>
	\$2,951.07
10% Overhead	<u>295.10</u>
	\$3,246.17

5% Profit	<u>162.30</u>
	<u>\$3,408.47</u>

To provide wiring necessary to switch the patient bed light from the Hill-Rohn Cabinet in lieu of the pull chain on the fixture as per quotation letter dated September 24, 1969.

Electrical Contractor	\$2,659.90
10% overhead	<u>265.99</u>
	\$2,925.89
5% Profit	<u>146.29</u>
	<u>\$3,072.18</u>

The original Contract Sum was	\$2,225,890.00
Net change by previous Change Orders	\$ 290,871.00
The Contract Sum prior to this Change Order was	\$1,935,019.00
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	\$ 6,480.65
The new Contract Sum including this Change Order will be	\$1,941,499.65

The Contract Time will be (increased) (decreased) (unchanged) by (-0-) Days
 The Date of Completion as of the date of this Change Order therefore is 450 Calendar Days

M. M. Moseley, Architect Fredericksburg, Texas By M. M. Moseley Date Oct. 15, 1969	CAIN & CAIN, INC. Contractor Fort Worth, Texas By Wilburn Burns DATE October 10, 1969	Johnson County Commissioners Court - OWNERS Cleburne, Texas By Thos. E. Ball, County Judge, Johnson Co. DATE October 21, 1969 CHANGE ORDER NUMBER 2
DATE OF ISSUANCE October 10, 1969		

APPROPRIATION CERTIFICATE

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I

I, the undersigned, County Treasurer of the County of Johnson, Texas, do HEREBY CERTIFY that as directed by Section 2 of the order approving Change Order No. 2 to the contract between the County of Johnson, Texas, and Cain & Cain, Inc., Contractor in connection with the construction of hospital improvements relating to the "Johnson County, Texas, Hospital Improvements Warrants," dated February 1, 1969, contract being dated January 17, 1969, the sum of \$6,480.65 has been set aside and appropriated for the purpose of paying such amount due under said contract and will be used for no other purpose.

IN WITNESS WHEREOF, I have hereunto set my hand official this the 3rd day of November, 1969.

Mable Massey, County Treasurer,
 County of Johnson, Texas

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the County Clerk or one of his deputies be authorized to attend meeting, December 1 and 2, 1969 in Austin State Department of Health.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
 COUNTY CLERK

 COUNTY JUDGE

...ooo00ooo...

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I
 NOVEMBER 10, 1969

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: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Auditor, Lorene Moreland, County Auditor, Cliff Benson, Sheriff,

W. D. Boteler, Commissioner, Precinct Number 3

M. W. Roland, Commissioner, Precinct Number 4

MINUTES PERTAINING TO AN ORDER APPROVING
ESTIMATE NO. 10 TO A CONTRACT BETWEEN THE
COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN
INC., CONTRACTOR, CONTRACT BEING DATED AS
OF JANUARY 17, 1969

THE STATE OF TEXAS X

COUNTY OF JOHNSON X

ON THIS, the 24 day of November, 1969, the Commissioners' Court of Johnson County, Texas, convened in Special Session, being open to the public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by Article 6252-17, Section 3A, V. A. T. C. S., with the following members present and in attendance, to-wit:

THOMAS BALL	COUNTY JUDGE, Presiding; and
C. W. ATWOOD	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 were the following:

The County Judge submitted the following order to the Court:

"ORDER APPROVING ESTIMATE NO. 10 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969."

The order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Atwood that the same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge Ball and Commissioners Atwood, Bryant, Boteler and Roland, and none voted "NO"

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

ATTEST:

Louis B. Lee, County Clerk and Ex-Officio

Clerk of the Commissioners' Court of

Johnson County, Texas

(Com. Crt. Seal)

Thomas Ball, County Judge

Johnson County, Texas

ORDER APPROVING ESTIMATE NO. 10 TO A CONTRACT
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN
& CAIN, INC., CONTRACTOR, CONTRACT BEING DATED
AS OF JANUARY 17, 1969

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Fort Worth, Texas, and under said Contract the County is to deliver \$500,000 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS", dated February 1, 1969, and the balance of the contract in cash; thereafter, said contract was amended by Change Orders numbered 1 and 2 so that the contract price is \$1,941,499.65, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose-- including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 10 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$183,489.30 is the amount that should be paid to the Contractor at this time; and,

WHEREAS, this Court now finds and determines that the amount now due the contractor should now

be paid in the following manner:

(a) \$183,000 by the execution and delivery to the Contractor of the warrants of the County known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, being warrants numbered 221 through 403, being those warrants scheduled to mature on February 1, in the years as follows: \$30,000 in 1982; \$50,000 in 1983 through 1985; \$3,000 in 1986;

(b) \$489.30 by the payment of cash out of funds on hand legally available for the purpose and heretofore appropriated;

AND WHEREAS, the said estimate so submitted to this Court is as follows:

M. M. MOSELEY, ARCHITECT

215 WEST MAIN

FREDERICKSBURG, TEXAS

ESTIMATE NO. 10

PROJECT:

JOHNSON COUNTY MEMORIAL HOSPITAL

CLEBURNE, TEXAS

DATE November 5, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances - Glas_ - Glazing	5,580.00	3,100.00
Ceramic Tile	19,100.00	6,200.00
Drill Piers	3,800.00	3,800.00
Drywall - accoustical Tile - Insulation	148,000.00	106,200.00
Cubical Track	2,900.00	
Electrical	293,314.00	183,200.00
Elevators	69,200.00	57,290.00
Excavation	3,600.00	2,990.00
Fence	300.00	
Finish Hardware	12,900.00	12,900.00
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	19,290.00
Lath & Plaster	5,870.00	
Masonry - Cast Stone	56,200.00	55,100.00
Metal Doors - Frames	7,800.00	7,600.00
Metal Sidings	7,200.00	7,200.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	16,200.00
Painting	20,300.00	1,900.00
Paving	2,900.00	
Plumbing - Heating - Air Conditioning	730,102.00	578,477.00
Precast Wall Panels	87,270.00	87,270.00
Resilient Tile - Covering	30,200.00	
Roofing - Sheet Metal - Waterproofing	23,200.00	21,900.00
Steel: Struct. - Reinf. - Misc.	98,300.00	98,000.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	2,200.00
Bonds	19,350.00	19,350.00
Lumber	3,200.00	2,300.00
Rough Hardware	4,980.00	4,120.00
Concrete	20,320.00	18,900.00
Insurance - Building	5,200.00	2,800.00

Labor	151,290.00	100,200.00
Insurance & Taxes - Labor	22,693.00	15,672.00
Form Lumber	<u>6,800.00</u>	<u>6,800.00</u>
	1,935,019.00	1,446,879.00
Original Contract	2,225,890.00	Total Estimate to Date 1,446,879.00
Change Order #1	<u>- 290,871.00</u>	Less 10% retainage <u>144,687.90</u>
Sub Total	1,935,019.00	Amount Due 1,302,191.10
Change Order #2	<u>+ 6,480.65</u>	Less Previous Payments <u>1,118,701.80</u>
Total Contract	1,941,499.00	
Total Paid this		
Estimate	<u>1,302,191.10</u>	AMOUNT DUE this estimate <u>183,489.30</u>
BALANCE	639,308.55	
M. M. Moseley, Architect		CAIN & CAIN, INC.
DATE _____		Wilburn Burns

AND WHEREAS, it has been determined by this Court that said estimate should be approved and payment made in the manner hereinafter set forth; therefore,

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

SECTION 1: That it has specifically found and determined that this Court has received full value for the work done and performed and the materials, etc. supplied for which the aforesaid estimate is submitted, and said estimate is hereby approved and allowed in accordance with the order authorizing same.

SECTION 2: That it appears to this Commissioners' Court upon due investigation that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or to any officer whose duty it is to pay said Contractor, of any lien for any materials, apparatus, fixtures, machinery or labor furnished to the said Contractor, as provided by Article 5472a, V. A. T. C. S., or any other law; and, further, that neither the Court nor any person, holds a claim of any kind or character which might be properly charged or interposed as an offset or counterclaim to the payment of the estimate herein approved.

SECTION 3: That the amount due the Contractor under the aforesaid estimate shall be paid as set forth in the preamble.

SECTION 4: That the warrants herein authorized to be executed and delivered, and the cash payment authorized to be made are hereby found to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration therefor and for the full amount thereof and that all things required by law to be done in the issuance and delivery of said warrants and payment of cash have happened and have been performed in due time, form and manner, as required by law. This ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, and any succeeding owners and holders of said warrants the Attorney General of the State of Texas, and any other attorney who shall pass upon the legality and validity of the proceedings; and the same shall be binding upon said County and the members of the Commissioners' Court, and their successors in office, until said warrants with interest thereon have been fully paid and discharged.

SECTION 5: That the County Judge and County Clerk of this County shall carry out the provisions of this order by causing the above described warrants to be executed and sealed, then registered by the County Treasurer (who shall evidence the same by endorsement on such warrants), and by causing and above cash payment to be made, and it is specifically provided that all acts of the above mentioned officials regarding the execution, registration and delivery of said warrants and regarding said cash payment shall be prima facie evidence that their official acts have been completed in all respects in the proper manner to give full validity to said warrants and cause the same to create

good, sufficient and valid obligations against the County.

PASSED AND APPROVED, this the 24th day of November, 1969.

ATTEST: Thomas Ball, County Judge,
Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
Clerk of the Commissioners' Court of
Johnson County, Texas
(Com. Crt. Seal)

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

(1) That this certificate is executed and delivered with reference to the following described warrants: "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, in the aggregate principal amount of \$183,000, being warrants numbered: 221 through 403

(2) That the undersigned County Judge and County Clerk officially executed and signed or countersigned said warrants and that the same were then registered by the County Treasurer who signed each of said warrants in evidence of such registration.

(3) That the County Judge and County Clerk officially executed and signed or countersigned the interest coupons attached to said warrants by causing their facsimile signatures to be placed on each of said interest coupons and they hereby adopt said facsimile signatures as their own and declare that the same constitute their signatures the same as if they had manually signed each of said interest coupons.

(4) That on the date of such execution in such manner and on the date hereof, we were the duly chosen, qualified and acting officers indicated herein and authorized to execute the same.

(5) That the legally adopted proper and only official corporate seal of the Commissioners' Court of said County is impressed on all of said warrants and impressed on this certificate.

(6) We further certify that no litigation of any nature is now pending or, to our knowledge, threatened restraining or enjoining the issuance and delivery of said warrants or the levy and collection of taxes to pay the principal and interest, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the warrants thereunder; that neither the corporate existence or boundaries nor the title of the present officers to their respective offices is being contested, and that no authority or proceedings for the issuance of said warrants have been repealed, revoked or rescinded.

EXECUTED AND DELIVERED this 24th day of November, 1969.

SIGNATURE	OFFICIAL TITLE
Thomas Ball	County Judge, Johnson County, Texas
Louis B. Lee	County Clerk, Johnson County, Texas
Mable Massey	County Treasurer, Johnson County, Texas
(Com. Crt. Seal)	

The signatures of the officers subscribed above are hereby certified to be true and genuine.

Cleburne National Bank, Cleburne, Texas
(Bank Seal) By: Robert D. Rigbey, V-Pres. & Cashier

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS X
COUNTY OF TARRANT X

THIS IS TO CERTIFY that CAIN & CAIN, INC., Contractor, has this day sold, transferred and delivered to _____, Texas, without recourse, those certain registered County warrants issued to said CAIN & CAIN, INC., by said Commissioners' Court of Johnson County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said CAIN & CAIN, INC., and said County, both dated January 17, 1969, and pursuant to the order of said Court

dated November 24, 1969, authorizing the execution and delivery of certain warrants, as follows:

\$183,000 by the execution and delivery to the Contractor of the Warrants of the County known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, being warrants numbered 221 through 403, being those warrants scheduled to mature on February 1 in the years as follows: \$30,000 in 1982; \$50,000 in 1983 through 1985; \$3,000 in 1986;

said warrants having been authorized for the purpose of furnishing labor and materials and performing work in connection with the construction of hospital improvements, to-wit: on additions to Memorial Hospital of Johnson County, Texas, and in the renovation of the existing structure in connection therewith, in accordance with the aforesaid contract.

THIS IS TO CERTIFY FURTHER that the said Contractor, mentioned in the aforesaid order of the Commissioners' Court has received the above described warrants from the proper officials of the County in due course, and that said Contractor has received from _____, _____, Texas, full value and consideration for said warrants.

EXECUTED at Cleburne, Texas, this the 24th day of November, 1969.

CAIN & CAIN, INC., Contractor

By Owen E. Cain

SUBSCRIBED AND SWORN TO BEFORE ME, this the 24th day of November, 1969.

Wilburn Ray Burns, Notary Public

(seal)

in and for Tarrant County, Texas

CASH RECEIPT

THE STATE OF TEXAS X

COUNTY OF TARRANT X

I, Owen E. Cain, of CAIN & CAIN, INC., Contractor, DO HEREBY CERTIFY that I have received payment of \$489.30 in payment of Estimate No. 10 submitted to the Commissioners' Court of Johnson County, Texas, in accordance with an order approving said estimate and authorizing execution and delivery of "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and authorizing cash payment in the amount of \$489.30, which order was passed and adopted by the Commissioners' Court of Johnson County, Texas, on the 24 day of November, 1969.

TO CERTIFY WHICH, witness my hand this the 26th day of November, 1969.

CAIN & CAIN, INC., Contractor

By Owen E. Cain

SWORN TO AND SUBSCRIBED BEFORE ME, this the 26th day of November, 1969.

Wilburn Ray Burns, Notary Public,

(SEAL)

in and for Tarrant County, Texas

Upon a motion made by Commissioner Boteler and seconded by Commissioner Bryant 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 THE WORK
Mrs. Walter Burkitt	Gravel on driveway off Co. R. 803	Precinct No. 2
Bobby W. Wright	Install Culvert off C. R. 803	Precinct No. 2
Mrs. B. B. Ratliff	Gravel, off of S. H. 174	Precinct No. 2
Blanche Russell	Haul gravel for driveway in City of Alvarado	Precinct No. 3
Chester D. Beaird	Haul & spread gravel for driveway off C. R. 519 west of Johnny Fears place	Precinct No. 3
P. R. Powell	Haul gravel for private road off C. R. 608; 1½ mile N. E. Egan	Precinct No. 3
Mahanay Bros.	Level private driveway in City of Alvarado	Precinct No. 3

Luke Hughes 1 load ready mix asphalt for private road off Road 305 Precinct No. 4
 Girthree Miller 2 loads of gravel, also spread - driveway Precinct No. 4

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

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that Irene Short be employed for the year 1970 as Matron of Ladies Lounge.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee
 County Clerk

 County Judge

...ooo0ooo...

THE STATE OF TEXAS I
 COUNTY OF JOHNSON I
 December 8, 1969

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: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, Rex Walton and J. D. Moore.

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

All voted aye

Upon a motion made by Commissioner Boteler and seconded by Commissioner Bryant 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 THE WORK
Wm. D. Ratliff, Jr.	Ditch Work, off C. R. 1226	Precinct No. 1
H. B. Ballew	Gravel & drag drive off C. R. 1116	Precinct No. 1
S. B. Gillard	Gravel Off C. R. 903	Precinct No. 2
Thelma Anderson	Gravel on drive - Mechanic	Precinct No. 2
Bennie R. Gibson	Gravel on driveway off C. R. 1128	Precinct No. 2
Buck Bell	Crush rock on driveway County Road 920	Precinct No. 2
S. B. Findley	Gravel on driveway off C. R. 805B	Precinct No. 2
John D. Parnell	Gravel driveway off F. M. 917	Precinct No. 2
Don Riggs	Haul gravel for private driveway on H. W. 62, 2 miles west Venus	Precinct No. 3
Clarence Mahanay	Haul 1 load gravel & spread on private driveway off H. W. 67, 2½ mile west of Venus	Precinct No. 3
H. L. Henderson	Haul 1 load gravel for private driveway in city of Venus	Precinct No. 3

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that W. E. Stewart hourly pay be increased from \$1.25 to \$1.50 per hour, effective December 8, 1969.

All voted aye

A motion was made by Commissioner Atwood and seconded by Commissioner Bryant that the following Resolution be approved.

It has come to the attention of the Commissioners' Court of Johnson County, Texas that the registration of births and deaths could be handled more accurately and expeditiously if all births and deaths were handled in one office in Johnson County, Texas; therefore,

BE IT RESOLVED that the Commissioners' Court of Johnson County, Texas, does by these presents designate the County Clerk of Johnson County as the official registrar of births and deaths, and effective January 1, 1970 the County Clerk of Johnson County is the official registrar and will record all births and deaths for said County.

All voted aye

A motion as made by Commissioner Boteler and seconded by Commissioner Roland that the following letter in regard to Buffalo Creek be approved.

All voted aye

December 5, 1969

Col. R. S. Kristoferson, District Engineer

Fort Worth District, Corps of Engineers

Post Office Box 17300

Fort Worth, Texas, 76102

Dear Col. Kristoferson:

Upon receipt of the preliminary report of survey on East and West Buffalo Creeks, a meeting was called of all of the abutting land owners and other interested people. A representative, Mr. Jack Dixon, of your office attended the meeting. All of the property owners at the meeting agreed to participate and furnish easements necessary to complete the project.

The Commissioners' Court has requested me to inform you that the County will secure, without cost to the United States, all the easements and rights of way necessary for the construction of the project. The County will also bear the cost of alterations and relocations of utilities, roads, bridges and cemeteries necessary to be altered or relocated, with the exception of railroad bridges, State or Interstate Highway bridges which may be involved. The Commissioners' Court will further maintain and operate the project after completion, in accordance with regulations provided by the Secretary of the Army, and will hold and save harmless the United States free from damages due to the construction work and adjust all claims concerning water rights. The County will further prevent any encroachment which could interfere with proper functioning of flood control.

As you understand, part of the East and West Buffalo Creeks are situated inside the city limits of Cleburne and the balance outside the city limits. This letter covers those portions of East and West Buffalo Creeks which are not within the incorporated city limits of Cleburne, Texas.

The cost of this project, from your preliminary study, would require, in all probability, a bond issue to cover the cost of both projects. The people of Johnson County are very enthusiastic about the project and no later than yesterday the President of the East Buffalo Creek Improvement Association, which was formed for the purpose of securing rights of way for the project, was in my office requesting information as to when they could start securing the easements.

We are very anxious to get started on East Buffalo Creek, as we see no problem whatsoever, as far as this phase of the project is concerned. As soon as East Buffalo Creek gets under way we will then start on the second phase, or West Buffalo Creek.

We sincerely appreciate the fine cooperation we have received from your office, and the representatives from your office who appeared here have been most helpful.

TEB/mb

Sincerely yours,

bcc - The Honorable Mayor and

Thomas E. Ball, County Judge

City Council of the City of Cleburne

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following people be appointed to the Child Welfare Board.

purchase a Xmas tree, installed in the basement of the Courthouse at cost under \$50.00.

all voted aye

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that Johnson County supply the J. P. Precinct 2 an office in Joshua, and allow \$30.00 per month for rent.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant, to appropriate \$200.00 to be turned over to the Child Welfare Board for necessary expenses, with the understanding that the Board is to file a report annually with the Commissioners' Court as to the receipt and expenditure of funds.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following Resolution be approved, ON Farm to Market Road.

RESOLUTION ACCEPTING THE PROVISIONS OF STATE HIGHWAY COMMISSION MINUTE ORDER

THE STATE OF TEXAS I _____ Texas
COUNTY OF JOHNSON I _____ 1969

Motion was made by Commissioner Roland and seconded by Commissioner Bryant that the Johnson County Commissioners' Court accept the provisions contained in Minute Order No. 62976 passed by the State Highway Commission on November 26, 1969, for the improvement by the Texas Highway Department of the roads described below and that Johnson County agrees to furnish all required right-of-way free of cost to the State:

A farm to market road extending from end of F. M. Road 1192, 2.2 miles west of F. M. Road 2331, northwest to end of proposed F. M. Road at Hood County Line, a distance of approximately 4.1 miles.

VOTE on the motion was as follows:

Thomas E. Ball, County Judge C. W. Atwood, 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

Whereupon the motion was declared carried.

JOHNSON COUNTY

DISTRICT NO. 2 MINUTE ORDER Page 1 of 1 pages

IN JOHNSON COUNTY a FARM TO MARKET ROAD is hereby designated extending from end of F. M. Road 1192, 2.2 miles West of F. M. Road 2331, Northwest to end of proposed F. M. Road at Hood County Line, a distance of approximately 4.1 miles, subject to the condition that Johnson County will furnish all required right of way clear of obstructions and free of cost to the State.

At such time as the County shall accept the provision of this Order and agree to the furnishing of the required right of way, the State Highway Engineer is directed to proceed with the engineering development, Relocation Assistance and construction of the project in the most feasible and economical manner, at an estimated cost of \$107,600, and to assume the road for State maintenance upon completion of the construction herein authorized.

This order is subject to acceptance by the County and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

SUBMITTED BY:

EXAMINED AND RECOMMENDED BY:

Title Program Engineer

Assistant State Highway Engineer

APPROVED

State Highway Engineer

APPROVED:

C. W. Atwood, Commissioner

MINUTE NUMBER 62976

W. R. Bryant, Commissioner

Date Passed Nov. 26 69

W. I. Boteler, Commissioner

M. W. Roland, Commissioner

Johnson County

MINUTE ORDER

Page 1 of 1 Pages

DISTRICT NO. 2

IN JOHNSON COUNTY in CLEBURNE STATE PARK an extension to Park Road 21 is hereby designated from a point on the westerly portion of the present loop extending in a northwesterly and northeasterly direction to a turn-around approximately 1.43 miles, more or less, paralleling the shoreline of Cedar Lake, and the State Highway Engineer is directed to proceed in the most feasible and economical manner with the construction of grading, structures, and surfacing at an estimated cost of \$40,000, and to assume the road for State maintenance upon completion of the construction herein authorized.

Submitted by:

Examined and recommended by

Chief Engineer of Maintenance Operations

Assistant State Highway Engineer

APPROVED

State Highway Engineer

APPROVED:

C. W. Atwood, Commissioner

MINUTE NUMBER 62958

W. R. Bryant, Commissioner

Date Passed Nov. 26 69

W. I. Boteler, Commissioner

M. W. Roland, Commissioner

THEREBEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

Louis B. Lee

...000o000...

THE STATE OF TEXAS I

DECEMBER 19, 1969

COUNTY OF JOHNSON I

BE IT REMEMBERED AT A SPECIAL MEETING OF THE COMMISSIONERS' COURT in and for Johnson County, Texas, on the above mentioned date at the Courthouse at Cleburne, Texas, with the following members Present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor and J. C. Bennett, Assistant County Auditor.

A motion was made Commissioner Bryant and seconded by Commissioner Roland to approve the payment of \$3,482.45 to Frank L. Willingham in full settlement in connection with Parcels 9 and 9 (E) of FM Road 2331.

All voted aye

Upon a motion made by Commissioner Bryant and seconded by Commissioner Roland 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 THE WORK
W. C. Harris	Grade Private Road off F. M. 2331	Precinct No. 1
R. H. McLaurin	Maintain Private Road off C. R. 1110	Precinct No. 1
Fred Benkley	Work on Conversion ditch off of 1192 F. M.	Precinct No. 2
F. H. Mitchell	Gravel Driveway off C. R. 920	Precinct No. 2
D. R. Ward (City of Burleson)	Grade up Street in City of Burleson	Precinct No. 2
John A. Page	Gravel in driveway off Co. Road 803	Precinct No. 2
Larry Seery	Drag & Maintin private dirve off C. R. 704 near Keene, Texas	Precinct No. 3

