

THE STATE OF TEXAS
COUNTY OF JOHNSON

OCTOBER 13, 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 and J. C. Bennett, Assistant County Auditor, Doc Ward, and Mrs. H. C. Winn, et al.

A motion was made by Commissioner Bryant and seconded by Commissioner Boteler that all bills against Johnson County be allowed & ordered paid as presented, 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 |
|---------------------------|--|-------------------------|
| 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 | Prec. No. 1 |
| C. W. Atwood | Spread gravel-off F.M.1434 | Prec. No. 1 |
| E. H. Miller | Clean out ditch-off F.M.916 | Prec. No. 1 |
| Ross Walker | Gravel road to my residence | Prec. No. 2 |
| Ross Walker | Re-run Terraces | Prec. No. 2 |
| W. I. Boteler | Haul & Spread 2 loads gravel For private driveway off F.M. 1807, 2 miles S.E. Alvarado | Prec. No. 3 |
| G. E. Miller | 1 bobtail truck load of gravel Rd 410 (10 miles east of Cleburne) | Prec. No. 4 |
| Pat Wilkirson | 30 yards gravel in drive Lumber Yard 3 rd & Hwy 81, Grandview | Prec. No. 4 |
| Margie Brown | 20 yards gravel-off F.M. 2258 | Prec. No. 4 |
| T. E. Ellis | 15 yards gravel - 408 | Prec. No. 4 |

| | | |
|-----------------------|--|-------------|
| Marvin W. Roland, Jr. | Hot top driveway, Pecan St. Grandview, Texas | Prec. No. 4 |
| William A. Greer | Gravel private road, off Rd 305 | Prec. No. 4 |
| John H. Neely | Road work and gravel Haul, Gravel 200 yards (about), Private Road off Johnson Road 107 To Hog Ranch | Prec. No. 4 |
| J. D. Stafford | Hot top driveway, Scurlock Street, Grandview | Prec. 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 assistance.

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 | 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 204 ½ S. Caddo, Cleburne, Texas |

| | | | |
|----|----------------------|-----------------------|-----------------------------------|
| 5 | Rio Vista | C. M. Reed | Rio Vista, Texas |
| 6 | Brazos Valley | E. D. Kinser | Route 2, Cleburne, Texas |
| 7 | Bono | L. C. Jones, Sr. | Route 1, Godley, Texas |
| 8 | Godley | Mrs. J. G. Hardcastle | Godley, Texas |
| 9 | Joshua | Claude Steed | Joshua, Texas |
| 10 | Burleson | Mason Grisso | 200 S. W. Taylor, Burleson, Texas |
| 11 | Burleson | Finis W. Coleman | Route 2, Burleson, Texas |
| 12 | Lillian | Chek Ball | Lillian, Texas |
| 13 | Venus | Haskell Dean | Venus, Texas |
| 14 | Alvarado | Mrs. Pope Johnson | Alvarado, Texas |
| 15 | Alvarado | W. O. Kenny | Alvarado, Texas |
| 16 | Keene | Mrs. J. D. Marshall | Keene, Texas |
| 17 | Grandview | Mrs. Helen Berrier | Grandview, Texas |
| 18 | Grandview | G. O. Benton | Grandview, Texas |
| 19 | Junior High School | Mrs. Roy Anderson | 210 Forrest, Cleburne, Texas |
| 20 | Coleman School | Mrs. J. W. Howard | 1303 Westhill Dr. Cleburne, Texas |
| 21 | American Legion Hall | Agnes Barnard | 612 W. Chambers, Cleburne, Texas |
| 22 | J. N. Long School | Imogene Mitchell | 202 Adams, Cleburne, Texas |
| 23 | Cooke School | Tom Bentley | 1003 N. Granbury, Cleburne, Texas |
| 24 | Irving School | E. M. Sanders | 701 Kilpatrick, Cleburne, Texas |
| 25 | Burleson | J. C. Crouch | 117 S. E. Dian, Burleson, Texas |

All voted aye

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MINUTES PERTAINING TO AN 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

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS, THE 13th 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 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 following:

The County Judge submitted the following order to the Court:

"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."

The order having been read in full, it was moved by Commissioner Boteler and seconded by Commissioner Roland 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

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

(COMM. CRT. SEAL)

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 | 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 |
| | <hr/> 1,935,019.00 | <hr/> 727,044.00 |

| | | | |
|-------------------------------|----------------------------|--------------------------|---------------------|
| Original Contract | 2,225,890.00 | Total Estimate to Date | \$727,044.00 |
| Change Order #1 | <u>290,871.00</u> | Less 10% Retainage | <u>72,704.40</u> |
| Sub Total Contract | 1,935,019.00 | Amount Due | 654,339.60 |
| Deductions | | Less Previous Estimates | <u>487,422.90</u> |
| Total Contract | <u>1,935,019.00</u> | | |
| Total Paid with this Estimate | <u>654,339.60</u> | AMOUNT DUE this estimate | <u>\$166,916.70</u> |
| BALANCE | <u><u>1,280,679.40</u></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-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 | 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 |
| | <hr/> 1,935,019.00 | <hr/> 847,200.00 |
| Original Contract | 2,225,890.00 | Total Estimate to Date \$847,200.00 |
| Change Order #1 | <u>290,871.00</u> | Less 10% Retainage <u>84,720.00</u> |
| Sub Total Contract | 1,935,019.00 | Amount Due <u>762,480.00</u> |
| Deductions | | Less Previous Estimates <u>654,339.60</u> |
| Total Contract | <u>1,935,019.00</u> | |
| Total Paid with this Estimate | <u>762,480.00</u> | AMOUNT DUE this estimate <u>\$108,140.40</u> |
| BALANCE | <u>1,172,539.00</u> | |
| | | CAIN & CAIN, INC. Wilburn Burns Secretary |

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

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 Track | 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 |
| Form Lumber | 6,800.00 | 6,200.00 |
| | <hr/> 1,935,019.00 | <hr/> 1,030,995.00 |
| Original Contract | 2,225,890.00 | Total Estimate to Date 1,030,995.00 |
| Change Order #1 | <u>290,871.00</u> | Less 10% Retainage <u>103,099.50</u> |
| Sub Total Contract | 1,935,019.00 | Amount Due <u>927,895.50</u> |
| Deductions | | Less Previous Estimates <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 is 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 is 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 of 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:

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)

CASH RECEIPT

THE STATE OF TEXAS

COUNTY OF JOHNSON

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.

(seal)

Welburn Ray Burns, Notary Public in and for

Tarrant County, Texas

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE