

THE STATE OF TEXAS

FEBRUARY 18, 1969

COUNTY OF JOHNSON

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, J. C. Bennett, Assistant County Auditor, Hunter Pearson, Lowell Smith, Sr., Bill Hudgins, Cliff Benson, Sheriff and Charles Osborne, Deputy Sheriff.

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

MINUTES PERTAINING TO AN ORDER APPROVING
ESTIMATE NO. 1 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 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 member 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 to the following order to the Court:

"ORDER APPROVING ESTIMATE NO. 1 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: 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. 1 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. 1 of the Contactor 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

<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 Partisions	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	
	<hr/> 1,935,019.00	<hr/> 50,401.00
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	<hr/> \$ 45,360.90
BALANCE....._____		<hr/>

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 DEVREED 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 forgoing 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,
Louis B. Lee, County Clerk and Ex-Officio Johnson County, Texas
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

COUNTY OF JOHNSON

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 member 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. 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 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
FREDERICKSBURG, 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 of 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 therefore 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 member 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 Johnson County, Texas
Clerk 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 member 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 2 ½ miles north of Alvarado	Prec. No. 2
Denton R. Brunken	Gravel driveway, off C.R. 911	Prec. No. 2
R. E. Young	Haul gravel & spread on private Driveway off C.R. 600 north of Happy Hill	Prec. No. 3

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

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