

THE STATE OF TEXAS
COUNTY OF JOHNSON

May 12, 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 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, Noel Bell, Sam Cochran and Dennis McWilliams.

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 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
David L. Russell	Gravel on driveway, off State Highway 174	Prec. No. 2
J. O. Marshall	Haul 1 load crushed rock for Private rock off C. R. 807	Prec. No. 3
O. D. Woods	Maintain Road off C. R. 806, 3 miles south of Burleson	Prec. No. 3
H. L. Prince	Haul 1 load gravel 6 yds for Private drive in City of Alvarado	Prec. No. 3
Bobby Gene Walker	Haul & spread gravel on private Road off C.R. 316-6 miles east Of Cleburne	Prec. No. 3
J. W. Isenberg	5 yards crushed rock, McFarland Street	Prec. No. 4
Joe S. Cowan	2 yards of gravel, will pickup at Precinct stockpile, for Driveway at resident	Prec. No. 4
Mrs. Jack Griffith	1 yard of crushed rock, Walnut Street	Prec. 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

COUNTY OF JOHNSON

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

COUNTY OF JOHNSON

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 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. 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
ESTIMATE NO. 3

PROJECT:
Johnson County Memorial Hospital
Cleburne, Texas
DATE: March 31, 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	78,820.00
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	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	3,010.00
Steel: Struct.-Reinf.-Misc.	98,300.00	83,555.00
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	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
	<hr/> 1,935,019.00	<hr/> 308,799.00
Original Contract	2,225,890.00	TOTAL ESTIMATE TO DATE 308,799.00
Change Order #1	290,871.00	Less 10% Retainage 30,879.90
Sub Total Contract	<hr/> 1,935,019.00	Amount due <hr/> 277,919.10
Deductions	<hr/>	Less Previous Estimates <hr/> 114,417.00
Total Contract	1,935,019.00	AMT. DUE THIS ESTIMATE 163,502.10
Total Paid with this Estimate	277,919.10	CAIN & CAIN, INC.
BALANCE	<hr/> 1,657,099.90	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 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 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 1st day of April, 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)

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority on this day personally appeared William Rawland, who being by me duly sworn deposes and says:

1. That he is the Publisher of the Cleburne Times-Review, which newspaper is published in Johnson County, Texas, and of general circulation in said County;

2. That he published a true and correct copy of "NOTICE OF HEARING ON THE QUESTION OF WHETHER THE COUNTY HOSPITAL OF JOHNSON COUNTY SHALL BE LEASED", hereto attached, in said newspaper for two successive weeks, in its issues of

April 28, 1969, and

May 5, 1969;

the date of the first publication being at least fourteen (14) full days prior to the date set for the hearing.

Wm. Rawland

SUBSCRIBED AND SWORN TO before me, the undersigned authority, this the 5th day of May, 1969.

Peyton Lawson, Notary Public in and for

(seal)

Johnson County, Texas

LEGAL NOTICE

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 question of whether 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 a.m. on the 13th day of May, 1969, (the same being not less than 15 nor 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 28th day of April, 1969, in 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

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

COUNTY OF JOHNSON

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. 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. 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 \$500,000 "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. 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 had 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
		<hr/> 1,935,019.00	<hr/> 421,450.00
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	<hr/> 1,935,019.00	Amount due	<hr/> 379,305.00
Deductions	<hr/>	Less Previous Estimates	<hr/> 277,919.10
Total Contract	1,935,019.00	AMT. DUE THIS ESTIMATE	101,385.90
Total Paid with this Estimate	379,305.00		
BALANCE	<hr/> 1,555,714.00		

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 estimated, 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 ascertainment is expressly made for the use, benefit and protection of the aforesaid Contractor, the Attorney General of the Sate 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.

COUNTY CLERK

COUNTY JUDGE

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