

THE STATE OF TEXAS

JANUARY 17, 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, Henry Keller, Jr., B. L. Kennada, City Manager, and Larry Fitzgerald.

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that C. W. Atwood, M. W. Roland, Judge Thomas E. Ball be duly appointed and authorized to represent the Commissioners Court in all City and County Affairs and to work with the Commissioners so representing the City Council in all matters.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the bid of Forrest Chevrolet-Cadillac Co., Inc. for automobile for the Sheriff's Department in the amount of \$2,809.48 be accepted the bid being the lowest bid received.

1- 1969 Chevrolet Bel Air, 4 dr. sedan, 117" wheel base, 327 cu in V8 engine, with all factory standard equipment plus the following optional equipment: Dealer Handling, Pushbutton Radio, Factory Air conditioning, Power Steering, Power Brakes, Turbo hydra-matic transmission, Tinted Glass,

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that Dennis McWilliams be authorized to set up offices for selling automobile plates in all necessary places in the County and the Commissioners will send trucks in and deliver the license plates to each place selected beginning February 10, 1969.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that Lucille Davis employed at the County Tax - Collector Office be granted the 10% increase in salary effective January 1, 1969, making her monthly salary 319.00.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the Johnson County Memorial Hospital Report for the month of December 1968, be approved as presented.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the following Contract be approved.

MINUTES PERTAINING TO AN ORDER APPROVING

CHANGE ORDER NO. 1

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS, the 17<sup>th</sup> day of January, 1969, the Commissioners' Court of Johnson County, 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. 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 17<sup>th</sup> 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 17<sup>th</sup> 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 Co. Memorial Hospital
ADD OR DEDUCT: \$290,871.00	ADDRESS: Cleburne, Texas
TO: CAIN & CAIN, INC., CONTRACTOR	OWNER: Johnson Co. Commissioners Court
You are Authorized to make the	CONTRACTOR: Cain & Cain, Inc.
Following Changes in the Subject	CONTRACT FOR: General Contractor
Contract:	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 Co. Comm. Ct.	M. M. Moseley, Architect
BY Owen E. Cain	By Thomas E. Ball Co. 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 it 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 acrylic 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.

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 par 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 form 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 RPRESENTS, 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 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 will 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 undertaking, 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 several seals this 17<sup>th</sup> 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)

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 1<sup>st</sup> 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 conforming 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 6<sup>th</sup> 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 28<sup>th</sup> 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 the 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 4<sup>th</sup> day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice-President

STATE OF CALIFORNIA

SS.

CITY AND COUNTY OF SAN FRANCISCO

On this 4<sup>th</sup> 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, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that he seal affixed to the said instrument is such corporate seal; the it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

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

Ethel L. Watkins, Notary Public

California - City and County of

San Francisco

(SEAL)

My commission expires March 2, 1971

CERTIFICATE

STATE OF CALIFORNIA,

SS.

CITY AND COUNTY OF SAN FRANCISCO

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 14<sup>th</sup> day of January, 1969.

(CORP. SEAL)

Winifred H. Browne, Assistant Secretary

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 applying 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 per cent 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 17<sup>th</sup> 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.  
(Corporate Principal)  
4001 S. Freeway, Ft. Worth, Texas  
(Business Address)  
By Owen E. Cain (CORP. SEAL)

ATTEST:

Faye Ann Sengenberger

NATIONAL SURETY CORPORATION  
(Corporate Surety)  
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 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 6<sup>th</sup> 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 28<sup>th</sup> 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 the 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 4<sup>th</sup> day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice-President

STATE OF CALIFORNIA

SS.

CITY AND COUNTY OF SAN FRANCISCO

On this 4<sup>th</sup> 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, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS THEREOF, 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,

SS.

CITY AND COUNTY OF SAN FRANCISCO

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 14<sup>th</sup> day of January, 1969.

(seal)

Winifred H. Browne, Assistant Secretary

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 first duly sworn, deposes and says:

1. That he is the Publisher of the Cleburne Times-Review, which is a newspaper of general circulation in Johnson County, Texas, and published in said County.
2. That he published a true and correct copy of "NOTICE TO BIDDERS OF COUNTY'S INTENTION TO LET CONTRACT OR CONTRACTS FOR THE CONSTRUCTION OF HOSPITAL IMPROVEMENTS AND OF THE INTENTION TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF", hereto attached, in said paper in its issues of  
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 the receipt of proposals and the letting of the construction contract.

Wm. Rawland

SWORN TO AND SUBSCRIBED before me, this the 11<sup>th</sup> day of October, 1968.

Peyton Lawson, Notary Public

(SEAL)

in and for Johnson County, Texas

LEGAL NOTICE

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

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

Such proposals will at said time be publicly opened and read aloud and all proposals will be referred to the Architect for tabulation and checking, with the final award of contract propose 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, SPECIFICATIIONS, 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 not to be 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

COUNTY OF JOHNSON

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 herein below shown:

KIND OF BONDS	DATE	INT.		MATURITY	AMOUNT OUTSTANDING
LIMITED TAX DEBT					
Road Imp.	4-15-67	4 ½ %	\$10,000	4-15-69/70	
Rfdg., Series			20,000	71	
1967			25,000	72/76	
			30,000	77	\$195,000
Road Imp.	11-1-67	4 ½ %	38,000	11-1-78	38,000
Rfdg., Series					
1967-A					

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

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

WITNESS MY OFFICIAL SIGNATURE, this the 17<sup>th</sup> 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

COUNTY OF JOHNSON

ON THIS, the 9<sup>th</sup> day of December, 1968, the Commissioners' Court of Johnson County, Texas, convened in regular session, being open to the public, at eh 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. BOTELER	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 9<sup>th</sup> day of December, 1968; and

WHEREAS, on the 9<sup>th</sup> 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 receded, 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 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 COMMISSONERS COURT OF JOHNSON COUNTY, TEXAS, this the 9<sup>th</sup> day of December, 1968.

/s/ MRS. W. M. COWARD, Commissioner, Pct. No.1

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

/s/ W. I. BOTELEER, Commissioner, Pct. No. 3

/s/ M. W. ROLAND, Commissioner, Pct. 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

COUNTY OF JOHNSON

ON THIS, the 17<sup>th</sup> 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. BOTELEER	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 1<sup>st</sup> 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 the renovation of the existing structure in connection therewith, in accordance with plans and specifications on file in the office of the County Clerk, Courthouse, Cleburne, Texas, and authorized the County Judge to give noticed 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 9<sup>th</sup> day of December, 1968 to consider the bids received for the construction of the improvements specified; that upon convening in session on the 9<sup>th</sup> day of December, 1968, the Court found that it was necessary and proper to again refer the bids for tabulation to the 17<sup>th</sup> day of January, 1969; and

WHEREAS, on this the 17<sup>th</sup> 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, IINC., 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 the 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 17<sup>th</sup> 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 & 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 premised 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 drawing 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: CAIN AND CAIN, INC. - CONTRACTOR  
Luba LeBoeuf By Owen E. Cain, President  
Wilburn Burns - Secretary Box 685, Ft. Worth, Texas (Corp. Seal)

ATTEST: JOHNSON COUNTY COMMISSIONERS COURT - OWNER  
Louis B. Lee, County Clerk By Thomas E. Ball, County Judge  
Johnson County, Texas Johnson County, Cleburne, Texas

AND WHEREAS, as required by stature, 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 this 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 NUMBER	MATURITY	AMOUNT
(All Inclusive)		
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 (5 ½%) 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 (5 ½%) 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 of 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 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 FEBRUARY, 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, right 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 grater), 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 HOSITAL 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.

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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 member 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 17<sup>th</sup> 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 COMMISSIONER 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 17<sup>th</sup> 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

\_\_\_\_\_  
(Individual principal) (SEAL)

\_\_\_\_\_  
(address) (Business Address)

\_\_\_\_\_  
(Individual principal) (SEAL)

\_\_\_\_\_  
(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)

The rate of premium on this bond in 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, had made constituted and appointed, and does by these presents make, constitute 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 6<sup>th</sup> 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 28<sup>th</sup> 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 4<sup>th</sup> day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice-President

STATE OF CALIFORNIA

SS.

CITY AND COUNTY OF SAN FRANCISCO

On this 4<sup>th</sup> 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, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year

Ethel L. Watkins, Notary Public,  
California

City and County of San Francisco

(seal)

My commission expires March 2, 1971

CERTIFICATE

STATE OF CALIFORNIA,

SS.

CITY AND COUNTY OF SAN FRANCISCO

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 14<sup>th</sup> day of January, 1969.

(CORP. SEAL)

Winifred H. Browne, Assistant Secretary

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 will 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 undertaking, 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 our 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 undertakings, 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 several seals this 17<sup>th</sup> 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.

Wilburn Burns, Secretary

4001 S. Freeway, Ft. Worth, Texas

By Owen E. Cain (CORP. SEAL)

ATTEST:

NATIONAL SURETY CORPORATION

Faye Ann Sengenberger

111 W. Laurel, San Antonio, Texas

By A. C. Tinch, Attorney-in-Fact

(CORP SEAL)

The rate of premium on this bond is \$10.00 per thousand, 1<sup>st</sup> - 100,000.00  
\$ 6.50 per Thousand next \$2,125,890.00

Total amount of premiums charged, \$14,818.00

NATIONAL SURETY CORPORATION

GENERAL POWER OF ATTORNEY

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 conforming 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 6<sup>th</sup> 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 28<sup>th</sup> day of September, 1966, and that said Resolution has not been amended or repealed.

"RESOLVED that the signature of any Vice-President, Assistant Secretary of this Corporation, and the seal of the 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 4<sup>th</sup> day of November, 1968.

NATIONAL SURETY CORPORATION

(CORP. SEAL)

BY S. D. Menist, Vice-President

STATE OF CALIFORNIA

SS.

CITY AND COUNTY OF SAN FRANCISCO

On this 4<sup>th</sup> day of November, 1968, before me personally came S. B. MENIST, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of National Surety Corporation, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS THEREOF, 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,

SS.

CITY AND COUNTY OF SAN FRANCISCO

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 14<sup>th</sup> day of January, 1969.

(CORP. SEAL)

Winifred H. Browne, Assistant Secretary

STATEMENT OF TAXABLE VALUES

THE STATE OF TEXAS

COUNTY OF JOHNSON

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

COUNTY OF JOHNSON

ON THIS, the 12<sup>th</sup> 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 Courthouse 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
M. W. ROLAND	COMMISSIONER, Precinct No. 4, Presiding

and with the following absent: Herschel C. Winn, 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 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,

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

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

That the aforementioned bids be further referred to the Architect for additional tabulation and checking, and that the Commissioners' Court of Johnson County meet on the 9<sup>th</sup> day of December, 1968 to consider the bids received.

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The above order having been read in full, it was move by Commissioner Roland and seconded by Commissioner Boteler 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 one voted "NO".

The County Commissioner presiding 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 12<sup>th</sup> day of November, 1968.

/s/ HERSCHEL C. WINN, County Judge,  
Johnson County, Texas

/s/ MRS. W. M. COWARD,  
Commissioner, Precinct No. 1

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

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

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

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COUNTY JUDGE

. . . 000o000 . . .