

THE STATE OF TEXAS

MARCH 13, 1969

COUNTY OF JOHNSON

BE IT REMEMBERED at a Special Meeting of the Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, and Louis B. Lee, County Clerk.

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

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS, the 13th day of March, 1969, the Commissioners' Court of Johnson County, Texas, conveyed in Special session, being open to the Public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, the following members of the Court being present, to-wit:

THOMAS BALL	COUNTY JUDGE, Presiding; and
C. W. Atwood	Commissioner, Precinct No. 1
W. R. Bryant	Commissioner, Precinct No. 2
W. I. Boteler	Commissioner, Precinct No. 3
M. W. Roland	Commissioner, Precinct No. 4

and with the following absent: None, constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order to the Court:

"ORDER APPROVING ESTIMATE NO. 2 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 Johnson County, Texas

Clerk of the Commissioners' Court of

Johnson County, Texas

(Com. Crt. Seal)

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

WHEREAS, under date of January 17, 1969, this Commissioners' Court ratified and confirmed the execution of a contract with Cain & Cain, Inc., Contractor, Forth Worth, Texas, and under said Contract the County is to deliver \$500,000 "JOHNSON COUNTY, TEXAS, HOSPITAL IMPROVEMENT WARRANTS," dated February 1, 1969, and the balance of the contract is cash; thereafter, said contract was amended by Change Order No. 1 so that the contract price is \$1,935,019.00, of which \$500,000 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. 2 of the Contractor has been presented, such estimate showing that he work has been completed as shown in the estimate and that \$69,056.10 is the amount that should be paid to the Contractor at this time; and,

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

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

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

M. M. MOSELEY, ARCHITECT

PROJECT:

215 West Main

Johnson County Memorial Hospital

Fredericksburg, Texas

Cleburne, Texas

ESTIMATE NO. 2

DATE: February 28, 1969

ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances-Glass-Glazing	5,580.00	
Ceramic Tile	19,100.00	
Cubical Track	2,900.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustic Title-Insulation	148,000.00	
Electrical	293,314.00	56,220.00
Elevators	69,200.00	
Excavation	3,600.00	
Fence	300.00	
Finish Hardware	12,900.00	
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	
Lath & Plaster	5,870.00	
Masonry-Cast Stone	56,200.00	
Metal Doors-Frames	7,800.00	
Metal Sidings	7,200.00	
Metal Windows	5,920.00	
Millwork	22,800.00	
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioner	730,102.00	13,800.00
Precast Wall Panels	87,270.00	8,210.00
Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	
Steel: Struct.-Reing.-Misc.	98,300.00	9,830.00
Toilet Accessories	2,700.00	
Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstriping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	
Rought Hardware	4,980.00	280.00
Concrete	20,320.00	3,290.00
Insurance - Building	5,200.00	180.00
Labor	151,290.00	7,870.00
Insurance & Taxes - Labor	22,693.00	1,180.00
Form Lumber	6,800.00	3,120.00
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	1,935,019.00	\$127,130.00

ORIGINAL CONTRACT \$2,225,890.00

CHANGE ORDER NO. 1 -290,871.00

SUBTOTAL CONTRACT \$1,935,019.00

DEDUCTIONS .00

TOTAL CONTRACT \$1,935,019.00

TOTAL PAID WITH
THIS ESTIMATE 114,417.00

BALANCE \$1,820,602.00

Total Estimate to Date 127,130.00

Less 10% Retainage 12,713.00

Amount due 114,417.00

Less Previous Estimates 45,360.90

AMT. DUE THIS ESTIMATE \$69,056.10

CAIN & CAIN, INC.

M. M. MOSELEY, ARCHITECT

Wilburn Burns, Secretary

M. M. Moseley

March 4, 1969

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

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

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

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

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

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

binding upon said county and the members of the Commissioners' Court, and their successors in office, until said warrants with interest thereon have been fully paid and discharged.

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

PASSED AND APPROVED, this the 13, 1969.

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

(Com. Crt. Seal)

SIGNATURE AND NO-LITIGATION CERTIFICATE

WE, the undersigned, hereby certify as follows:

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

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

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

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

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

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

EXECUTED AND DELIVERED this March 13, 1969.

SIGNATURE	OFFICIAL TITLE
Thomas E. Ball	County Judge, Johnson County, Texas
Louis B. Lee	County Clerk, Johnson County
Mrs. Mable Massey	County Treasurer, Johnson County

(COM. CRT. SEAL)

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

(Bank Seal) Cleburne National Bank, Cleburne, Texas
By Robert D. Rigby, V. Pres.

CASH RECEIPT

THE STATE OF TEXAS
COUNTY OF TARRANT

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

was padded and adopted by the Commissioners' Court of Johnson County, Texas, on the 17th day of March, 1969.

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

CAIN & CAIN, INC., Contractor

By L. Beal Cain

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

Welburn Roy Burns, Notary Public

(seal)

in and for Tarrant County, Texas

Upon a motion made by Commissioner Bryant and seconded by Commissioner Atwood with motion passed unanimously the Commissioners Court of Johnson County hereby authorizes the Commissioner shown below to use county employees and equipment to construct and/or maintain a private road within his precinct as shown below, as authorized by Article 6812b, Texas Civil Statutes, to-wit:

PERSON REQUESTING WORK	DESCRIPTION OF WORK AND LOCATION OF JOB	COMMISSIONER AUTHORIZED TO DO WORK
Bernie Swindler	Gravel Driveway, off C.R. 1014	Prec. No. 2
Frank Willingham	Gravel Driveway and spread C. R. 1232	Prec. No. 2
Glenn L. Rayburne	15 yards crush rock, 35 W North of 107	Prec. No. 4
Robert Lowery	10 yards Crush Rock, Criner Street	Prec. No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

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