

THE STATE OF TEXAS
COUNTY OF JOHNSON

OCTOBER 17, 1969

BE IT REMEMBERED AT A SPECIAL MEETING of the Commissioners Court in and for Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Jim Kirtley, Bob Mayfield, Buddie Kenneda, Mayor Carlisle.

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

PERSON REQUESTING WORK	DESCRIPTION OF WORK AND LOCATION OF JOB	COMMISSIONER AUTHORIZED
Larry Huckabee	Gravel on driveway, off C. R. 1128	Prec. No. 2
E. J. Maxwell	Pave Road off F.M. 917	Prec. No. 2
L. O. Gibson	Gravel on driveway, off 171	Prec. No. 2
Harold Rawdon	Haul & spread gravel for Private driveway off C.R. 525, 3 miles N. E. Lillian	Prec. No. 3

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

All voted aye

MINUTES PERTAINING TO AN ORDER APPROVING
ESTIMATE NO. 9 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
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ON THIS, THE 17th day of October, 1969, the Commissioners' Court of Johnson County, Texas, convened in regular session, being open to the public, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, the following members of the Court 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. 9 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: Thomas E. 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 ESTIMATE NO. 9 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 legall 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. 9 of the Contractor has been presented, such estimate showing that the work has been completed as shown in the estimate and that \$190,806.30 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) \$190,000 by the execution and delivery to the Contractor of the Warrants of the County known as "JOHNSON COUNTY, TEXAS, HOSPITAL IMROVEMENT WARRANTS," dated February 1, 1969, being warrants numbered 31 through 220, being those warrants scheduled to mature on February 1 in the years as follows: \$10,000 in 1975 through 1977; \$40,000 in 1978; \$10,000 in 1979; \$45,000 in 1980 and 1981; \$20,000 in 1982;
- (b) \$806.30 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	PROJECT: JOHNSON COUNTY MEMORIAL HOSPITAL CLEBURNE, TEXAS	
ESTIMATE -9-	DATE October 3, 1969	
ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances-Glass-Glazing	5,580.00	3,100.00
Ceramic Tile	19,100.00	
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	77,200.00
Cubical Track	2,900.00	
Electrical	293,314.00	151,200.00
Elevators	69,200.00	46,847.00
Excavation	3,600.00	2,990.00
Fence	300.00	
Finish Hardware	12,900.00	12,900.00
I. V. Track-Carriers	1,600.00	
Laboratory Equipment	19,800.00	18,210.00
Lath & Plaster	5,870.00	
Masonry-cast Stone	56,200.00	54,600.00
Metal Doors-Frames	7,800.00	6,920.00
Metal Sidings	7,200.00	6,720.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	5,921.00
Painting	20,300.00	
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	489,209.00
Precast Wall Panels	87,270.00	85,900.00
Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	19,290.00
Steel: Struct.-Reinf.-Misc.	98,300.00	98,000.00
Toilet Accessories	2,700.00	

Toilet Partitions	500.00	
Vinyl Wall Covering	16,300.00	
Weatherstripping	520.00	
X Ray Protection	3,010.00	
Bonds	19,350.00	19,350.00
Lumber	3,200.00	1,920.00
Rough Hardware	4,980.00	3,900.00
Concrete	20,320.00	18,900.00
Insurance-Building	5,200.00	2,420.00
Labor	151,290.00	87,900.00
Insurance & Taxes-Labor	22,693.00	18,185.00
Form Lumber	6,800.00	6,700.00
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	1,935,019.00	1,243,002.00

Original Contract	2,225,890.00	Total Estimate to Date	1,243,002.00
Change Order #1	<u>290,871.00</u>	Less 10% Retainage	<u>124,300.20</u>
Sub Total Contract	1,935,019.00	Amount Due	1,118,701.80
Deductions	<hr/>	Less Previous Estimates	<u>927,895.50</u>
Total Contract	1,935,019.00		
Total Paid with this		AMOUNT DUE this estimate	<u>\$190,806.30</u>
Estimate	1,118,701.80		
BALANCE	<u>816,317.20</u>		

M.M.MOSELEY, ARCHITECT

CAIN & CAIN, INC.

M. M. Moseley

Wilburn Burns, Secretary

Date Oct 8, 1969, Approved

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

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

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

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

charged or interposed as an offset or counterclaim to the payment of the estimates herein approved.

SECTION 3: That the amount due the contractor under the aforesaid 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 be done 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 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 officials 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 fully validity to said warrants and cause the same to create good, sufficient and valid obligations against the County.

PASSED AND APPROVED, this the 17th day of October, 1969.

ATTEST:

Thomas E. Ball, County Judge

Louis B. Lee, County Clerk and Ex-Officio

Johnson County, Texas

Clerk of the Commissioners' Court of

Johnson County, Texas

(Com. Crt. Seal)

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 \$190,000, being warrants numbered: 31 through 220

(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 Commissioner's 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 17th day of October, 1969.

SIGNATURE

OFFICIAL TITLE

Thomas E. Ball

County Judge, Johnson County, Texas

Louis B. Lee

County Clerk, Johnson County, Texas

Mable Massey

County Treasurer, Johnson County, Texas

(Com. Ctr. Seal)

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

Cleburne National Bank, Cleburne, Texas

(Bank Seal)

By: Robert D. Rigby, V. Pres. & Cashier

Authorized Officer

A motion was made by Commissioner Atwood and seconded by Commissioner Boteler that the Commissioners' Court set up a County Child Welfare Board of 7 members to investigate & recommend improvement, and better care where needed.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

COUNTY CLERK

COUNTY JUDGE

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