

THE STATE OF TEXAS

NOVEMBER 24, 1969

COUNTY OF JOHNSON

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, and Louis B. Lee, County Clerk.

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the Minutes Pertaint to an Order approving Estimate No. 10 to a contract between the County of Johnson, Texas and Cain & Cain, Inc., be approved.

WAIVER OF NOTICE AND CONSENT TO SPECIAL MEETING

WE, THE UNDERSIGNED, being all the members of the Commissioners' Court of Johnson County, Texas, DO HEREBY WAIVE notice of a special meeting of said Court to be held at 3:00 o'clock P. M. on the 24<sup>th</sup> day of November, 1969, and DO WARRANT the holding of such meeting and the transaction of any and all business that may come before such meeting, including passage and adoption of an order approving Estimate No. 10 to a contract between the County of Johnson, Texas and CAIN & CAIN, INC., Contractor, contract being dated as of January 17, 1969.

DATED at Cleburne, Texas, this the 24<sup>th</sup> day of November, 1969.

THOMAS BALL, County Judge, Johnson County, Texas

C. W. Atwood, Commissioner, Precinct Number 1

W. R. Bryant, Commissioner, Precinct Number 2

W. I. Boteler, Commissioner, Precinct Number 3

M. W. Roland, Commissioner, Precinct Number 4

MINUTES PERTAINING TO AN ORDER APPROVING  
ESTIMATE NO. 10 TO A CONTRACT BETWEEN THE  
COUNTY OF JOHNSON, TEXAS, AND CAIN & CAIN  
INC., CONTRACTOR, CONTRACT BEING DATED AS  
OF JANUARY 17, 1969

THE STATE OF TEXAS

COUNTY OF JOHNSON

ON THIS, the 24 day of November, 1969, the Commissioners' Court of Johnson County, Texas, convened in Special Session, being open to the public,

at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by Article 6252-17, Section 3A, V. A. T. C. S., with the following members present and in attendance, 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.10 TO A CONTRACT  
BETWEEN THE COUNTY OF JOHNSON, TEXAS, AND CAIN  
& CAIN INC., CONTRACTOR, CONTRACT BEING DATED  
AS OF JANUARY 17, 1969."

The order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Atwood that the same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge Ball and Commissioners Atwood, Bryant, Boteler and Roland, and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper minutes of the Court.

ATTEST: 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)

ORDER APPROVING ESTIMATE NO.10 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 Orders 1 and 2 so that the contract price is

\$1,941,499.65, of which amount \$500,000 is to be paid through the issuance and delivery of the above described warrants and the balance is to be paid in cash by the County out of funds now on hand and legally available for the purpose—including \$500,000 which the County is to receive as a grant under the Hill-Burton program; and,

WHEREAS, Estimate No. 10 of the Contractor has been presented, such estimate showing that he work has been completed as shown in the estimate and that \$183,489.30 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) \$183,000 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 221 through 403, being those warrants scheduled to mature on February 1, in the years as follows: \$30,000 in 1982; \$50,000 in 1983 through 1985; \$3,000 in 1986;

(b) \$489.30 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	PROJECT:	
215 WEST MAIN	JOHNSON COUNTY MEMORIAL HOSPITAL	
FREDERICKSBURG, TEXAS	CLEBURNE, TEXAS	
ESTIMATE 10	DATE November 5, 1969	
ITEM	CONTRACT PRICE	COMPLETE TO DATE
Aluminum Entrances-Glass-Glazing	5,580.00	3,100.00
Ceramic Tile	19,100.00	6,200.00
Drill Piers	3,800.00	3,800.00
Drywall-Acoustical Tile-Insulation	148,000.00	106,200.00
Cubical Track	2,900.00	
Electrical	293,314.00	183,200.00
Elevators	69,200.00	57,290.00
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	19,290.00
Lath & Plaster	5,870.00	
Masonry-cast Stone	56,200.00	55,100.00
Metal Doors-Frames	7,800.00	7,600.00
Metal Sidings	7,200.00	7,200.00
Metal Windows	5,920.00	5,920.00
Millwork	22,800.00	16,200.00
Painting	20,300.00	1,900.00
Paving	2,900.00	
Plumbing-Heating-Air Conditioning	730,102.00	578,477.00
Precast Wall Panels	87,270.00	87,270.00

Resilient Tile-Covering	30,200.00	
Roofing-Sheet Metal-Waterproofing	23,200.00	21,900.00
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	2,200.00
Bonds	19,350.00	19,350.00
Lumber	3,200.00	2,300.00
Rough Hardware	4,980.00	4,120.00
Concrete	20,320.00	18,900.00
Insurance-Building	5,200.00	2,800.00
Labor	151,290.00	100,200.00
Insurance & Taxes-Labor	22,693.00	15,672.00
Form Lumber	6,800.00	6,800.00
	<u>1,935,019.00</u>	<u>1,446,879.00</u>

Original Contract	2,225,890.00	Total Estimate to Date	1,446,879.00
Change Order #1	- <u>290,871.00</u>	Less 10% Retainage	<u>144,687.90</u>
Sub Total	1,935,019.00	Amount Due	1,302,191.10
Change Order #2	- <u>6,480.65</u>	Less Previous Estimates	<u>1,118,701.80</u>
Total Contract	1,941,499.00		
Total Paid with this Estimate	1, <u>302,191.10</u>	AMOUNT DUE this estimate	<u>\$183,489.30</u>
BALANCE	<u>639,308.55</u>		

M. M. Moseley, Architect CAIN & CAIN, INC.

DATE \_\_\_\_\_ Wilburn Burns

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

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

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

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

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

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

SECTION 4: That the warrants herein authorized to be executed and delivered, and the cash payment authorized to be made are hereby found to be valid, subsisting and binding obligations of the County of Johnson, Texas, and it is hereby specifically and affirmatively adjudged and declared that this County has received full value and consideration 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 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 and above 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 full validity to said warrants and cause the same to create good, sufficient and valid obligations against the County.

PASSED AND APPROVED, this the 24<sup>th</sup> day of November, 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)

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 \$183,000, being warrants numbered: 221 through 403

(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 on 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 in being contested, and that no authority or proceedings for the issuance of said warrants have been repealed, revoked or rescinded.

EXECUTED AND DELIVERED this 24<sup>th</sup> day of November, 1969.

SIGNATURE	OFFICIAL TITLE
Thomas Ball	County Judge, Johnson County, Texas
Louis B. Lee	County Clerk, Johnson County, Texas
Mable Massey	County Treasurer, Johnson County, Texas
(Com. Crt. 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. Rigbey, V-Pres. & Cashier

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS

COUNTY OF TARRANT

THIS IS TO CERTIFY that CAIN & CAIN, INC., Contractor, has this day sold, transferred and delivered to \_\_\_\_\_, \_\_\_\_\_, Texas, without recourse, those certain registered County warrants issued to said CAIN & CAIN, INC., by said Commissioners' Court of Johnson County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said CAIN & CAIN, INC., and said County, both dated January 17, 1969, and pursuant to the order of said Court dated November 24, 1969, authorizing the execution and delivery of certain warrants, as follows:

\$183,000 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 221 through 403, being those warrants scheduled to mature on February 1 in the years as follows:

\$30,000 in 1982; \$50,000 in 1983 through 1985; \$3,000 in 1986;

said warrants having been authorized for the purpose of furnishing labor and materials and performing work in connection with the construction of hospital improvements, to-wit: on additions to Memorial Hospital of Johnson County, Texas, and in the renovation of the existing structure in connection therewith, in accordance with the aforesaid contract.

THIS IS TO CERTIFY FURTHER that the said Contractor, mentioned in the aforesaid order of the Commissioners' Court has received the above described warrants from the proper officials of the County in due course, and that said Contractor has received from \_\_\_\_\_, \_\_\_\_\_, Texas, full value and consideration for said warrants.

EXECUTED at Cleburne, Texas, this the 24<sup>th</sup> day of November, 1969.

CAIN & CAIN, INC., Contractor

By Owen E. Cain

SUBSCRIBED AND SWORN TO BEFORE ME, this the 24<sup>th</sup> day of November, 1969.

Wilburn Ray Burns, Notary Public

(seal) in and for Tarrant County, Texas

CASH RECEIPT

THE STATE OF TEXAS

COUNTY OF TARRANT

I, Owen E. Cain, of CAIN & CAIN, INC., Contractor, DO HEREBY CERTIFY that I have received payment of \$489.30 in payment of Estimate No. 10 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 \$489.30, which order passed and adopted by the Commissioners' Court of Johnson County, Texas, on the 24 day of November, 1969.

TO CERTIFY WHICH, witness my hand this the 26<sup>th</sup> day of November, 1969.

CAIN & CAIN, INC., Contractor

By Owen E. Cain

SWORN TO AND SUBSCRIBED BEFORE ME, this the 26<sup>th</sup> day of November, 1969.

Wilburn Ray Burns, Notary Public

(SEAL) in and for Tarrant County, Texas

Upon a motion made by Commissioner Boteler 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 TO DO THE WORK
Mrs. Walter Burkitt	Gravel on driveway off Co. R. 803	Prec. No. 2
Bobby W. Wright	Install Culvert off C.R. 803	Prec. No. 2
Mrs. B. B. Ratliff	Gravel, off of S.H. 174	Prec. No. 2
Blanche Russell	Haul gravel for driveway in City of Alvarado	Prec. No. 3



Chester D. Beaird	Haul & spread gravel for drive Way off C.R. 519 west of Johnny Fears place	Prec. No. 3
P. R. Powell	Haul gravel for private road Off C.R. 608; 1 ½ mile N.E. Egan	Prec. No. 3
Mahanay Bros.	Level private driveway in City Of Alvarado	Prec. No. 3
Gospel Temple Church, By Fred Buckley and Bobby Buckley	Haul 1 load gravel for private drive in City of Alvarado	Prec. No. 3
Rhea B. Dempsey	Haul gravel for private drive Off H.W. 81, 4 miles south of Burleson	Prec. No. 3
Bobby Buckley	Haul & spread 2 loads gravel For private driveway south of Gospel Temple Church in City of Alvarado, Texas	Prec. No. 3
Frank Stogdill	Grade private road and apply Gravel & spread on same	Prec. No. 3
Joe W. Birdwell	Haul & spread gravel on private Driveway off C. R. 702	Prec. No. 3
Mrs. Frankie Ruth Smith	Haul & spread gravel for private Drive off C.R. 531	Prec. No. 3
Edward H. Capps	Haul & spread gravel for drive Way on C.R. 528, 2 miles west of Mansfield	Prec. No. 3
Walter J. Good	Put down gravel from road to my House approximately 35 yards Go to the garage County Road 314	Prec. No. 4
Tommie L. Walker	Gravel driveway from road to Trailer House 314	Prec. No. 4

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

_____ COUNTY CLERK	_____ COUNTY JUDGE
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