

THE STATE OF TEXAS

FEBRUARY 10, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W.M. Coward, Commissioner of Precinct No.1; S. W. Evans, Commissioner of Precinct No.2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and seconded by Commissioner Walters that all properly endorsed bills against Johnson County be allowed and ordered paid as submitted.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the County Auditor be authorized to advertise for bids for 1-4 door automobile for the Sheriff's department, equipped with V-8 engine, heater, automatic transmission. With a trade in of 1, 1955 Ford Fordor Sedan. Bids will be opened at 9:00 A.M. March 1<sup>st</sup>, 1958. The County reserves the right to reject any or all bids.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the monthly financial report for January, 1958 for Johnson County Memorial Hospital be approved as presented and examined in open court.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the County Auditor be authorized to advertise for 1 crawler type tractor, front end loader, 50 or more H.P., 1 ½ yard bucket for Precinct No. 3. With A.C.H.D. 5 G Crawler type loader trade in. Bids to be opened at 9:00 A.M. March 1<sup>st</sup>, 1958. The county reserves the right to reject any or all bids.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the quarterly report of the County Treasurer ending Dec. 31, 1957, be approved.

All voted aye

ORDER AUTHORIZING COUNTY JUDGE TO ADVERTISE FOR BIDS FOR CONSTRUCTION PERMANENT IMPROVEMENTS AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

THE STATE OF TEXAS                    ( )

COUNTY OF JOHNSON                   ( )

ON THIS the 10<sup>th</sup> day of February, 1958, the Commissioners' court of Johnson County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Cleburne, Texas, with the following members present and in attendance, to-wit:

H. G. Littlefair,           County Judge, Presiding; and  
W. M. Coward,            Commissioner, Precinct No. 1;  
S. W. Evans,             Commissioner, Precinct No. 2;  
Jimmie L. Walters,       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 by said Court, were the following:

Commissioner W. N. Coward introduced the following order and moved its adoption by the Court:

WHEREAS, the Commissioners' Court of Johnson County, Texas, after due investigation and consideration, has ascertained and determined that it is necessary and advisable to make permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas; and

WHEREAS, it is provided by the Statutes of the State of Texas, including Chapter 163 of the General Laws passed by the Forty-second Legislature, at its Regular Session in 1931, as amended, that no county shall make or enter into any contract or agreement for the construction of any public work requiring or authorizing an expenditure in excess of Two Thousand dollars (\$2,000), creating or imposing an obligation or liability of any nature or character upon such County, without first submitting such proposed contract or agreement to competitive bids; and, further requiring that notice of the time and place and when and where such contract shall be let, shall be published once a week for two consecutive weeks prior to the time set for letting such contract; the date of the first publication to be at least fourteen (14) days prior to the date set for letting such contract; and

WHEREAS, the statute also provides that when it shall be the intention of a Commissioners' Court to issue time warrants for the payment of all or any part of a proposed contract, the notice to bidders shall recite that fact, setting out the maximum amount of the proposed time warrant indebtedness, the rate of interest such time warrants are to bear, and the maximum maturity date thereof, and

WHEREAS, it is the purpose and intent of the court, in event contract be executed for making permanent improvements and repairs to the existing County Courthouse, herein contemplated, to issue and deliver to the proper contractor or contractors as all or a portion of the cost of such improvements and repairs, the time warrants of said county, bearing interest at a rate not to exceed FOUR AND ONE-HALF PER CENTUM (4 ½%) per annum, payable annually or semi-annually, and not exceeding the principal sum of Sixty thousand dollars (\$60.000), the principal to be payable serially, the maximum maturity date to be not later than the 15<sup>th</sup> day of December, 1973;

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

SECTION 1: That the County Judge of Johnson County, Texas, be and he is hereby authorized and directed to cause to be published in a newspaper of general circulation in said County, a notice or advertisement for competitive bids for constructing improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas.

SECTION 2: That notice or advertisement, as aforesaid, shall be published once a week for two consecutive weeks prior to the time set for letting such contract, the date of the first publication to be at least fourteen (14) days prior to the date set for letting said contract.

SECTION 3: That proposals or bids for furnishing all labor and materials, and performing all work, in connection with constructing said permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas shall be received at the office of the County Judge, in the Courthouse at Cleburne, Texas, until 10:00 A.M., on the 12<sup>th</sup> day of March, 1958, and such proposals or bids will then be publicly opened and read before said court:

SECTION 4: That the notice or advertisement on respect of the improvements and repairs as herein contemplated shall be substantially as follows:

NOTICE OF COUNTY'S INTENTION TO RECEIVE BIDS FOR CONSTRUCTING PERMANENT IMPROVEMENTS AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

SEALED PROPOSALS, addressed to the Commissioners' Court of Johnson County, Texas, will be received until 10:00 o'clock A.M., on the 12<sup>th</sup> day of March, 1958, in the office of the County Judge at the Courthouse in Cleburne, Texas, for furnishing all labor and materials, and performing all work in connection with constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications now on file in the office of the County Auditor, Cleburne, Texas.

ALL BIDDERS must submit a cashier's or certified check issued by a bank satisfactory to the Commissioners' Court, of a proposal bond given by a reliable surety company authorized to do business in the State of Texas, payable without recourse to the order of H. G. Littlefair, County Judge, in an amount not less than 5% of the amount of the proposal or bid as a guarantee that the bidder will enter into contract and execute performance bond within ten days after notice of awarding of contract to him. Bids without required check or proposal bond will not be considered.

THE SUCCESSFUL BIDDER must furnish a good and sufficient performance bond in an amount of not less than 100% of the contract price, conditioned upon the faithful performance of the contract and upon the payment of all persons performing labor or furnishing materials, executed by a surety company authorized to do business in the State of Texas, in accordance with provisions of Article 5160, Revised Civil Statutes of 1925, as amended.

BIDDERS are expected to inspect the site of the work and to inform themselves regarding all local conditions.

ATTENTION OF BIDDERS is directed to the provisions of House Bill No. 54, Chapter 45, passed by the Forty-third Legislature at its Regular Session in 1933, requiring 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.

INSTRUCTIONS TO BIDDERS, proposal forms, specifications and plans are on file at the office of the County Auditor at the Courthouse in Cleburne, Texas, and may be obtained upon deposit of \$10.00 which deposit will be returned to the contractor on submission of a bona fide bid with such plans and specifications, or upon returning the plans and specifications immediately after examination of same and advising the County Auditor that a bid will not be submitted; otherwise the deposit will be forfeited.

NOTICE IS HEREBY FURTHER GIVEN that it is the intention of the Commissioners' Court of Johnson County to pay a portion or all of the contract price by the issuance and delivery to the proper contractor or contractors of the interest-bearing time warrants of Johnson County, Texas, the principal and interest of which is to be payable from ad valorem taxes to be levied out of the County's constitutional permanent improvements fund, such warrants to bear interest at a rate of not to exceed Four and one-half per centum (4 ½%) per annum, payable annually or semi-annually and to be issued in the principal sum of not to exceed Sixty thousand dollars (\$60,000) payable serially, the maximum maturity date to be not later than December 15, 1973; and the successful contractor or contractors shall receive such warrants in installments based upon periodic estimates approved by the Commissioners' Court. The County guarantees that the contractor or contractors will receive par value for such warrants, when and as issued and delivered.

THE COUNTY reserves the right to reject any or all bids, and to award the contract to that bidder or bidders, who, in the opinion of the Commissioners' Court offer the proposal to the best interest of the County, and to waive formalities.

H. G. Littlefair, County Judge,  
Johnson County, Texas

SECTION 5; As specified in the foregoing notice, it is the purpose and intent of the Commissioners' Court in the event contract or contracts be executed for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, to issue and deliver the interest bearing time warrants of the County, bearing interest at a rate of not exceeding Four and one-half per centum (4 ½%) per annum, payable annually or semi-annually, to be issued in the principal sum of not to exceed Sixty

Thousand dollars (\$60,000), payable serially, the maximum maturity date to be not later than December 15, 1973.

SECTION 6: Further orders are reserved by this Court until sealed proposals or bids are received and publicly opened and read.

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The above order having been read, the motion of Commissioner W. N. Coward for its passage was duly seconded by Commissioner M. W. Roland. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners Court, and the motion carried by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO". The County Judge declared the motion carried and the order duly passed and adopted, and the County Clerk was instructed to record the same in the Minutes of the Court.

WITNESS THE SIGNATURES of the members of the Commissioners Court of Johnson County, Texas, this the 10<sup>th</sup> day of February, 1958.

- H. G. Littlefair County Judge
- Johnson County, Texas
- W. M. Coward, Commissioner, Pct. No. 1
- S. W. Evans, Commissioner, Pct. No. 2
- J. L. Walters, Commissioner, Pct. No. 3
- M. W. Roland, Commissioner, Pct. No. 4

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February 10, 1958

Honorable H. G. Littlefair, County Judge  
and County Commissioners  
Johnson County  
Cleburne, Texas  
Gentleman:

We are advised that your County is desirous of making certain improvements in some of the court rooms of the Court House, and that funds are not now available for the construction of same and that your County contemplates the issuance of time warrants in payment of same, and that the time warrants so contemplated will aggregate the sum of approximately \$60,000.00 principal amount.

Based upon the foregoing general understanding and our desire to purchase the time warrants, we respectfully propose for your consideration and action the following, which if acceptable to you will constitute a contract between us upon execution of the acceptance clause herebelow provided;

1. It is hereby agreed that we will take up and pay face value for the time warrants as they are legally issued by the County in payment of labor and materials for the construction of the building, it being understood that any single item of expenditure in excess of \$2,000.00 be submitted to advertised bids; that said time warrants be issued in suitable amounts, and to be dated approximately March 15, 1958; to bear interest at the rate of 4 ½% per annum, and maturing serially over a period of years not to exceed 15 years from their date.

2. It is further agreed that when the construction has been completed and paid for in time warrants and the time warrants become outstanding, the county will adopt all necessary and appropriate proceedings to authorize the issuance of not to exceed \$60,000.00 Permanent Improvement Refunding bonds to be exchanged par for par for said Time Warrants.

3. It is further agreed that upon the exchange of the Refunding Bonds for Time Warrants, an interest adjustment will be made whereby we shall receive interest on the warrants from their date to the date of exchange on the Refunding Bonds for the Warrants and the County shall receive interest on the Refunding Bonds from their date until delivery to us.

4. It is understood that Dumas, Huguenin & Boothman, Bond Attorneys, Dallas, Texas, will prepare all legal proceedings in connection with the issuance of the Time Warrants and Refunding Bonds, and that the approving opinion of Dumas, Huguenin & Boothman shall be secured on the Time Warrants and Refunding Bonds before they are delivered to and paid for by us.

5. The following expenses incident to accomplishing this proposal will be borne by us; Fees of Attorneys for preparation of transcript and approving opinion, fee of Attorney General, cost of printed Warrants and Bonds, and the costs incident to the registration of the bonds by the Comptroller of Public Accounts.

6. It is further understood and agreed that the Commissioners Court will cooperate in every way toward the early consummation of this transaction

and will promptly pass all appropriate proceedings and execute all necessary certificates required by the attorneys.

Respectfully submitted

MCCLUNG & KNICKERBOCKER

Investment Bankers

505 Texas National Bank Building

Houston, Texas

By Harry Ratliff

Authorized Representative

The foregoing proposal having been read and considered at a meeting of the Commissioners court of Johnson County, Texas, on February 10, 1958, a quorum being present, same was duly accepted upon motion made by Commissioner W. M. Coward and seconded by Commissioner M. W. Roland and unanimously passed, and the County Judge and County Clerk were authorized and instructed to evidence acceptance of said proposal for and on behalf of the County.

H. G. Littlefair County Judge

ATTEST: Louis B. Lee, County Clerk

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS            ()

COUNTY OF JOHNSON            ()

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Rawland, who, after being by me duly sworn, states on oath as follows:

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 the City of Cleburne, Texas.

2. That the "NOTICE OF COUNTY'S INTENTION TO RECEIVE BIDS FOR CONSTRUCTING PERMANENT IMPROVEMENTS AND REPAIRS TO THE EXISTING JOHNSON COUNTY COURTHOUSE AT CLEBURNE, TEXAS, AND TO ISSUE TIME WARRANTS IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF", hereto attached, was published in said newspaper on the following dates;

February 12, 1958; and

February 19, 1958

the date of the first publication being not less than fourteen (14) full days prior to the date set for receiving such proposals.

Wm. Rawland

SWORN TO AND SUBSCRIBED before me, this the 26<sup>th</sup> day of February, 1958.

Peyton Lawson, Notary Public,

(SEAL)

Johnson County, Texas

There being no further business the court adjourned.

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COUNTY CLERK

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COUNTY JUDGE

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