

THE STATE OF TEXAS

March 12, 1958

COUNTY OF JOHNSON

BE IT REMEMBERED at a Special 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, J. T. Epperson, Jr., County Auditor, and Harry Ratliff.

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

All voted aye

Bids on the Courtroom remodeling opened and the following bids were received.

True Interprises -----	\$74,935.00
A. H. Stuart -----	\$49,143.00
Noel Smith -----	\$57,657.00
Cain & Cain -----	\$61,165.00

A motion was made by Commissioner Evans and seconded by Commissioner Walters tht the bid of A. H. Stuart on the Remodeling of the Courtroom, be accepted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Coward, that the Auditor be authorized to advertise for bids for 4, 2 ton trucks, short WB, 2 speed axle, 4 8.25 tires on rear and 7.50 tires on front, HD front and rear springs, and equipped with 3 yd water level dump beds, for Commissioner of Prect. 1, with 2, 1952 F6, 6 cyl Fords and 2 1952 F6 8 cyl Fords, equipped with dump bodies.

One 1958 two ton truck with chassis and standard cab, 132 ½ WB, 6 cyl motor with 261 cubic inch displacement and 148 HP, 2 speed axle, 7.50 X 20.8 ply front tires, 4, 8.25 X 20, 10 ply tires on rear, and heavy duty front and rear springs, for Commissioner Precinct 4, without trade in. Bids to be opened at 9:00 o'clock A.M. April 1st, 1958, in the Comm. Court Room, in Cleburne, Texas. The court reserves the right to reject any or all bids.

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ORDER RATIFYING AND CONFIRMING CONTRACT AND AUTHORIZING ISSUANCE OF "JOHNSON
COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS",

DATED MARCH 15, 1958

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

ON THIS the 12th day of March, 1958, the Commissioners' Court of Johnson
County, Texas, convened in regular session at the regular meeting place
thereof in the Courthouse in Cleburne Texas, with the following member
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 among other proceedings had by said Court were the following:

Commissioner Roland introduced the following order and moved its
adoption by the court:

WHEREAS, the Commissioners' Court of Johnson County, Texas, has
heretofore determined that it is necessary and advisable to make permanent
improvements and repairs to the existing Johnson County Courthouse at
Cleburne, Texas, and has found and determined that it is necessary that
interest-bearing warrants of said County shall be issued in payment of all or
a portion of the cost of such improvements; and

WHEREAS, Based upon the plans and specifications for such improvements
heretofore approved and accepted by the Commissioners' Court, it has been
determined by said Court that it is advisable and necessary that the
interest-bearing warrants of said County, payable from and ad valorem tax
levy to be made out of the Constitutional Permanent Improvement Fund shall be
issued in an amount not to exceed \$60,000, bearing interest at a rate not to
exceed 4-1/2% per annum, payable annually or semi-annually, and maturing
serially, with the maximum maturity date to be not later than the 15th day of
December, 1973, in payment of all or a portion of the cost of making the
aforementioned permanent improvements; and

WHEREAS, in order to comply with the provisions of Article 2368a R. C. S. of Texas, 1925, as amended, the Commissioners' Court entered an order on the 10th day of February, 1958, recorded in Volume 14, page 374 et seq., of the Minutes of said Court, and by such order authorized the County Judge to advertise for bids for providing said permanent improvements, and to give notice of intention of the Commissioners' Court to pay all or a portion of the cost thereof by the issuance of interest-bearing time warrants of said County, as aforementioned; and

WHEREAS, such notice has now been given and published in the Cleburne Times Review, a newspaper of general circulation in Johnson County, Texas, and published in the City of Cleburne, Texas, on the following dates, to-wit: Feb. 12th, 1958 and Feb. 19th, 1958; the date of first publication being not less than fourteen (14) full days prior to the date set for accepting bids, awarding contracts and authorizing the issuance of said warrants; and

WHEREAS, this Court does affirmatively find that such notice was published as aforesaid, as disclosed by the affidavit of the publisher, which has been furnished to the Court, together with clipping from said newspaper containing the printed notice; and

WHEREAS, the Commissioners' Court further finds that no petition has been submitted to it requesting a referendum vote on the question as to the issuance of the bonds of said County in payment for all or part of such improvements, and after due inquiry and investigation it is further found and determined that no petition of any kind or nature has been submitted to this Court or to any officer of this Court in any manner questioning the awarding of said contract or the issuance of the interest bearing time warrants of the County in payment of all or portion of said contract; and that, therefore, this Courts is authorized and empowered to proceed with the acceptance of said bid, the awarding of contract and the authorization of the issuance of said warrants; and

WHEREAS, at the time and place stated in such notice, this court did proceed to open and tabulate such bids and it is affirmatively found and determined that the lowest and best bid in respect of the construction of permanent improvements and repairs to the existing Johnson County Courthouse were submitted by A. H. Stuart, Cleburne, Texas

AND, WHEREAS, it affirmatively appearing to the Court that the bid hereinabove mentioned was in all respects duly and regularly made in strict conformity with such published notice, and in accordance with the provisions of the plans, specifications and contract documents, and that same was accompanied with an appropriate bid bond or cashier's check in an amount of not less than five per cent (5%) of the total amount of the bid submitted; and it further appearing affirmatively to the Court that the requirements of Article 2368a, R. C. S. of Texas 1925, as amended, have been duly and strictly complied with in the giving of such notice and acceptance of such bid, and the awarding of this contract will not exceed any constitutional or statutory limitations; and

WHEREAS, in consequence of the foregoing, it is determined and adjudged that such contract should be awarded to the aforesaid contractor and that the construction of improvements and repairs to said County Courthouse should be immediately commenced and continuously prosecuted until the same shall be completed; and

WHEREAS, it is further determined and adjudged that due provision has been made by this Court to finance all or a portion of the cost of such improvements and repairs by the delivery of time warrants of said County to said Contractor in accordance with the provisions of this order, the balance of said contract price to be paid in cash out of money on hand; and

WHEREAS, the County and the aforesaid contractor have entered into agreement whereby the latter will accept delivery of time warrants of said county in payment of a portion of the contract price, and accordingly the County and the aforesaid contractor have entered into the following agreement, to-wit:

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

MEMORANDUM OF AGREEMENT, between the County of Johnson, State of Texas, acting through its Commissioners' Court (hereinafter called "County") and
(hereinafter called Contractor"), WITNESSETH:

WHEREAS, on the 12th day of March, 1958, the parties hereto made and entered into a certain contract in writing wherein and whereby the said Contractor agreed to do at his own proper cost and expense all work and

furnish all materials necessary for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with the provisions of Notice to Bidders, and the Plans and Specifications mad a part of said Contract; and

WHEREAS, it was and is agreed and understood that the County will finance all or a portion of the cost of such improvements by the issuance of its legally issued time warrants and

WHEREAS, it is provided in the aforesaid contract tht the full compensation to be paid the contractor by the County shall be \$49,143.00; and

WHEREAS, the said County and the said Contractor herein and hereby agree that the said sum of \$49,000.00 shall be paid the said Contractor upon periodic estimates approved by the Commissioners' Court when and as the materials are furnished and labor performed, pursuant to said contract, by issuing and delivering to the said Contractor the time warrants of said County in the principal sum of \$49,000.00;

IT IS, THEREFORE, AGREED AND UNDERSOOD BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:

I.

That the said County agrees to pay and the said Contractor agrees to accept payment of said sum of \$49,000.00 by the issuance and delivery of an equal par amount of the duly issued warrants herein described, which warrants are to be payable to the Contractor.

II.

That said warrants shall be dated March 15, 1958, shall be numbered, be in denominations and mature serially in accordance with the following schedule:

WARRANT NUMBERS	DENOMINATIONS	MATURITY DATES	AMOUNTS
1 to 5	\$1,000	March 15, 1960	\$5,000
6 to 10	\$1,000	March 15, 1961	5,000
11 to 15	1,000	March 15, 1962	5,000
16 to 20	1,000	March 15, 1963	5,000
21 to 25	1,000	March 15, 1964	5,000
26 to 30	1,000	March 15, 1965	5,000
31 to 35	1,000	March 15, 1966	5,000
36 to 40	1,000	March 15, 1967	5,000

41 to 45	1,000	March 15, 1968	5,000
45 to 40	1,000	March 15, 1969	4,000

All of said warrants bear interest at the rate of 4-1/2% per annum, payable on March 15, 1959, and semi-annually thereafter, on September 15 and March 15 in each year, both principal and interest being payable, without exchange or collection charges to the owner or holder at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas.

III.

The County hereby agrees to levy and have assessed and collected taxes annually sufficient to pay the interest on said warrants as it accrues, and the principal thereof as the same matures, and that both principal and interest of said warrants will be paid promptly when due.

IV.

That said warrants are to be issued and delivered to the said Contractor in whole or in parcels in payment of itemized estimates or accounts duly submitted to the Commissioners' Court and approved by said Court.

V.

That Notice to Bidders and the Plans and Specifications are hereby adopted by reference, and the same shall be considered a component part of said Contract of March 12, 1958, and also a component par of this Agreement, as if incorporated in such instruments in full detail.

VI.

Nothing herein shall be construed as rescinding or cancelling the aforesaid contract of March 12, 1958, and this Agreement shall be and is cumulative thereof.

Executed at Cleburne, Texas, this the 12th day of March, 1958.

ATTEST:

Louis B. Lee, County Clerk
(Com. Crt. Seal)

COUNTY OF JOHNSON, TEXAS

By H. G. Littlefair, County Judge

A. H. Stuart, Contractor

By - -

Its - -

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

SECTION 1; That the aforementioned proposal or bid for constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with the plans and specifications duly made and provided, is hereby approved and accepted, and contract has been prepared and presented to this Court covering such proposed improvements and repairs, it is hereby expressly ratified, confirmed, and adopted as a binding and valid contract of said County, said contract being as follows:

THIS AGREEMENT made the 12 day of March in the year Nineteen hundred and fifty eight by and between A. H. Stuart, Cleburne, Texas, hereinafter called the Contractor, and County of Johnson, Texas, hereinafter called the Owner,

WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK - The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Remodeling District Courtroom and installing elevator in courthouse prepared by R. L. Lindsey, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION - The work to be performed under this Contract shall be commenced March 17, 1958, and shall be substantially completed September 1, 1958.

ARTICLE 3. THE CONTRACT SUM - The owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

\$49,143.00.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS - The owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 10 day of each month 15 per cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 15 day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 100 per cent of the Contract price \$49,143.00.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due 10 days after substantial completion of the work, provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

Johnson County, Texas

Louis B. Lee, County Clerk

By H. G. Littlefair, County Judge

A. H. Stuart, Contractor

SECTION 2: That the aforesaid contractor, having presented to the Commissioners' Court Performance Bond in the full amount of the contract price, and said Performance Bond having been fully examined and approved as to legality and form, and the court having determined that same has been executed by a responsible surety company authorized to do business in the State of Texas and satisfactory to this Court, said bond is hereby approved and accepted, being as follows:

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE - MARYLAND

NO. 67130-12-559-58

\$49,143.00

Know all men by these Presents, That we, A. H. Stuart, individual (hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland Corporation (hereinafter called the Surety), are held and firmly bound unto Commissioners Court of Johnson County, Texas (hereinafter called the Obligee), in the full and just sum of Forty-Nine Thousand One hundred Forty-three and no/100 dollars, lawful money of the United States, for the payment of which, will and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with the Obligee to remodel Johnson County Courthouse.

NOW, THEREFORE, The condition of the foregoing obligation is such that if the said Principal shall well and truly indemnify and save harmless the said Obligee from any pecuniary loss resulting from the breach of any of the terms, covenants and conditions of the said contract on the part of the said Principal to be performed, then this obligation shall be void; otherwise to remain in full force and effect in law; PROVIDED, however, that this Bond is issued subject to the following conditions and limitations:

1. The Obligee shall, in every case, obtain the written consent of the surety before making to the Principal the final payment provided for under the contract herein referred to.

2. In the event of any default on the part of the Principal in the performance of any of the terms, covenants or conditions of the said contract, the Obligee shall promptly, and in any event not later than thirty days after knowledge of such default, deliver to the Surety at its office in the City of Baltimore, written notice thereof with a statement of the principal facts showing such default and the date thereof.

3. In case of any default on the part of the Principal the Surety shall have the right, if is so desire, to assume and complete, or procure the completion, of said contract, and in case of such default, the Surety shall be subrogated and entitled to all the rights and properties of the Principal arising out of the said contract and otherwise, including all securities and indemnities theretofore received by the Obligee, and all deferred payments, retained percentages and credits, due to the Principal at the time of such default, or to become due thereafter by the terms and dates of the contract.

4. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or other proceeding thereon that is instituted later than March 14, 1960.

5. In no event shall the Surety be liable for any damage resulting from, or for the construction or repair of any work damaged or destroyed by an Act of God, or public enemies, or mobs, or riots, or civil commotion or by employes leaving the work being done under said contract, on account of so-called "strikes" or labor difficulties.

6. The Surety shall not be liable for damages or injuries to the person of anyone, under or by authority of any statutory provision for damages or compensation to any employe, or otherwise; and

7. The Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered March 14, 1958.

A. H. Stuart (seal)

UNITED STATES FIDELITY AND GUARNTY COMPANY

BY Paul G. Marco, Attorney in Fact (SEAL)

SECTION 3: That it is affirmatively adjudge by this Court that all prerequisites for the making of valid, binding and subsisting contract have been complied with, and that, therefore, the aforesaid contract, memorandum of agreement and performance bond be, and the same are hereby ratified,

approved, confirmed and adopted, and that said contract, as supplemented by said memorandum of agreement, be declared the legal obligation of said County, to have effect according to its purpose and tenor.

SECTION 4: That, in accordance with the notice hereinabove referred to, and pursuant to the provisions of the contract and memorandum of agreement hereinabove mentioned, and under and by virtue of the Constitution and Statutes of the State of Texas, the warrants, of Johnson County, Texas, to be known as "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", be and same are hereby issued in the principal sum of FORTY NINE THOUSAND DOLLARS (\$49,000) dated March 15, 1958.

SECTION 5: That said warrants shall be numbered consecutively from One (1) to Forty nine (49), both inclusive, shall be in the denomination of One Thousand Dollars (\$1.000) each, and shall mature, without right of prior redemption, in accordance with the following schedule;

WARRANTY NUMBERS	MATURITY DATES	AMOUNTS
(All Inclusive)		
1 to 5	March 15, 1960	\$5,000
6 to 10	March 15, 1961	5,000
11 to 15	March 15, 1962	5,000
16 to 20	March 15, 1963	5,000
21 to 25	March 15, 1964	5,000
26 to 30	March 15, 1965	5,000
31 to 35	March 15, 1966	5,000
36 to 40	March 15, 1967	5,000
41 to 45	March 15, 1968	5,000
46 to 49	March 15, 1969	4,000

SECTION 6: That said warrants shall bear interest from date until paid at the rate of FOUR AND ONE-HALF PER CENTUM (4 ½%) per annum, payable on March 15, 1959, and semi-annually thereafter on September 15, and March 15 in each year.

SECTION 7: That both principal and interest of 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 of the warrants at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas.

SECTION 8: That said warrants shall be signed by the County Judge, attested and counter-signed by the County Clerk and registered by the County Treasurer, and the seal of the Commissioners' court of said County shall be impressed thereon, 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 9: That the form of said warrants shall be substantially as follows:

NO. - - - - \$1,000

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANT

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 - - - -Contractor, or bearer, on the FIFTEENTH DAY OF MARCH, 19__, without right of prior redemption, 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 until paid at the rate of FOUR AND ONE-HALF PER CENTUM (4 ½%) per annum, payable on March 15, 1959, and semi-annually thereafter on September 15 and March 15 in each year, both principal and interest being payable at TEXAS NATIONAL BANK OF HOUSTON, Houston, Texas, without exchange or collection charges to the owner or holder; and the Treasurer of said County is hereby authorized, ordered and directed to pay to ---, Contractor, or bearer, the said principal sum, together with the interest thereon, payable at the paying agency named above, out of and from money belonging to the "SPECIAL COURTHOUSE IMPROVEMENT WARRANT FUND" of said County, levied, assessed and created for the purpose of paying the principal of and interest on the indebtedness hereby evidenced.

THIS WARRANT, is on of a series, the authorized principal sum of which is Forty Nine THOUSAND DOLLARS (\$49,000) originally issued by Johnson County, Texas, for the purpose of constructing permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with contract made and executed under and by virtue of the Constitution and laws of the State of Texas, and pursuant to orders duly passed and adopted by the

Commissioners' Court of said county and of record in the Minutes of said Court.

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 constitutional permanent improvement fund tax of said County, 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 the same accrues; that the County has received full value and consideration for said 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 of said County; the date of this warrant, in conformity with the order above referred to, being the FIFTEENTH DAY OF MARCH, 1958.

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ATTESTED AND COUNTERSIGNED: County Judge, Johnson County, Texas

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County Clerk, Johnson County, Texas

REGISTERED: This the - day of --, 19--.

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County Treasurer, Johnson County, Texas

SECTION 10: That the following certificate shall be printed on the back of each of said warrants:

ASSIGNMENT

THIS IS TO CERTIFY that - Contractor, has received the within warrants from Johnson County, Texas, in 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 12th day of March, 1958, and FOR VALUE RECEIVED, the said Contractor hereby transfers, sells, assigns and delivers to bearer, without recourse, all its rights, title and interest therein, and the said bearer is hereby subrogated to all claims, liens, rights 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 therefore.

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Contractor

By - - -

Its - - -

SECTION 11: That said warrants herein provided for shall be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of this Court, on estimates as the work progresses, which estimates shall be duly audited, approved and allowed by the Commissioners' Court prior to the delivery of said warrants in payment thereof.

The County Judge, County Clerk, and County Treasurer shall take and have charge of said warrants pending the issuance and delivery thereof to said Contractors, as and when estimates have been submitted, approved and allowed by the Commissioners' Court, and the future orders of this Court, approving and allowing said estimates, shall designate the numbers and amount of the warrants which are to be delivered from time to time to said Contractors, in payment of such estimates; PROVIDED, HOWEVER, that any odd amount of estimates submitted, approved and allowed which cannot be fully paid by the issuance and delivery of warrants in the denomination provided, shall be carried forward into the succeeding estimate or estimates, and any odd amount due said Contractors upon submission and approval of final estimates shall be paid in cash out of funds on hand legally available for the purpose and unappropriated to any other purpose.

SECTION 12: IT IS FURTHER ORDERED that a Special Fund, to be designated "SPECIAL COURTHOUSE IMPROVEMENTS WARRANT FUND" shall be set aside out of the Constitutional Permanent Improvement Fund of Johnson County, Texas, which fund shall be used for the payment of the principal of and interest on said

warrants at maturity. To create said fund and while said warrants or any of them are outstanding and unpaid, there shall be annually levied, assessed and collected in due time, form and manner, a tax upon all of the taxable property in said County, sufficient to pay the current interest thereon and create a sinking fund sufficient to pay each installment of principal as the same becomes due, or a sinking fund of 2% whichever is greater; and to pay the interest on said warrants for the first year, and to create a sinking fund with which to pay the principal as the same becomes due, or a sinking fund of 2% whichever is greater, there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in the County for the current year, and the same shall be assessed and collected and applied to the purpose named; and while said warrants or any of them are outstanding and unpaid, a tax each year at a rate from year to year, as will be ample and sufficient to provide funds to pay the current interest on said warrants, and to provide the necessary sinking fund, full allowance being made for delinquencies and costs of collections, shall be, and is hereby levied for each year, respectively, while said warrants or any of the are outstanding and unpaid, and said tax shall each year be assessed and collected and applied to the payment of the principal of and interest on said warrants. 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 tht 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 obligations.

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The above order having been read in full, it was moved by Commissioner Roland and seconded by Commissioner Walters that the same be passed and adopted. 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.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS, this the 12th day of March, 1958.

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

W. M. Coward,
Commissioner, Precinct Number 1

S. W. Evans,
Commissioner, Precinct Number 2

J. L. Walters,
Commissioner, Precinct Number 3

M. W. Roland,
Commissioner, Precinct Number 4

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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 assessed valuation of property for the purposes of taxation in said County, as shown by the tax roll of said County for the year 1957, which have been duly approved, and which is the latest official assessment of said County, is as follows:

REAL PROPERTY - - - - -	\$15,370,190.
PERSONAL PROPERTY - - - - -	\$ 9,035.770
TOTAL - - - - -	\$24,406.960

WITNESS MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this the 12th day of March, 1958.

Dennis McWilliams, Assessor and Collector
of Taxes

(SEAL) Johnson County, Texas

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APPROPRIATION CERTIFICATE

THE STATE OF TEXAS ()
COUNTY OF JOHNSON ()

I, the undersigned, County Treasurer of Johnson County, Texas, DO
HEREBY CERTIFY that the sum of \$143,00 ordered to be paid to the Contractor,
pursuant to the order of the Commissioners' Court of Johnson County, Texas,
passed and adopted on the 12th day of March, 1958, under the terms of the
contract entered into between said County and said Contractor on the 12th day
of March, 1958, is on hand in the County's Permanent Improvement Fund, is
available for such purpose and unappropriated to any other purpose; that said
amount has been set aside to be used in paying and discharging the cash
payment due said contractor as aforesaid, and will be used for no other
purpose.

IN WITNESS WHEREOF, I have hereunto set my hand officially this the 12th
day of March, 1958.

Eula L. Higgins, County Treasurer,

(seal) Johnson County, Texas

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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 and correct statement of the
indebtedness of said County, as of the 12th day of March, 1958;

KIND OF BONDS	DATE	INT.	MATURITY	AMOUNT OUTSTANDING
R & B Refg.	6-20-48	3 ½%	\$17,000 6-20-58	\$17,000
R & B Refg.	2-1-51	3 ½%	17,000 2-1-59	50,000
			18,000 60	
			15,000 61	
R & B Refg.	11-15-52	3 ½%	5,000 11-15-61	
			20,000 62	25,000

R & B Refg.	7-1-55	3 ½%	7,000	7-1-63	
			8,000	64	
			10,000	65	25,000

R & B Refg.	7-15-57	3 ½%	5,000	7-15-59/62	
Series 1957			10,000	63/64	
			15,000	65	
			25,000	66	80,000

Hospital	8-1-46	1 ¼%	22,000	8-1-58	
			23,000	59/60	
			24,000	61	92,000

Total indebtedness of every character - - - - -	\$289,000
Sinking funds on hand to credit of above debt - - - - -	\$ 32,077.65

WITNESS MY OFFICIAL SIGNATURE this the 12th day of March, 1958.

Eula L. Higgins, County Treasurer,
Johnson County, Texas

There being no further business the court adjourned.

_____ County Clerk	_____ County Judge
. . .oooOooo. . .	