

THE STATE OF TEXAS

SEPTEMBER 8, 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 Precinct No.1, S. W. Evans, Commissioner Precinct No.2, Jimmie L. Walters, Commissioner, 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 proper and duly endorsed bills against Johnson County be allowed and ordered paid as submitted and examined in open court.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Coward that the monthly report of the Johnson County Memorial Hospital for August, 1958 be approved as submitted.

All voted aye

ORDER AUTHORIZING EXECUTION AND DELIVERY OF THIRD AND FINAL INSTALLMENT OF "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", DATED MARCH 15, 1958

THE STATE OF TEXAS ()

SEPTEMBER 8, 1958

COUNTY OF JOHNSON ()

On this, the 8th day of September, 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, among other proceedings had by said court, were the following:

Commissioner Walters introduced an order and moved its adoption by the Court. The motion was seconded by Commissioner Roland and prevailed by the following vote: Commissioners Coward, Evans, Walters and Roland voting "AYE"; and none voting "NO".

The order is as follows:

WHEREAS, by order of this court passed and adopted on the 12thd day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, were duly authorized, said warrants being numbered consecutively from 1 to 49, both inclusive, all in denomination of \$1,000, aggregating the principal sum of \$49,000, all of said warrants bearing interest at the rate of 4 ½% per annum payable on March 15, 1959 and semi-annually thereafter on September 15 and March 15 in each year, the principal thereof maturing on March 15th, in each of the years as follows: \$5,000 1960 to 1968 both inclusive, and \$4,000 1969, both principal and interest being payable at Texas National Bank of Houston, Houston, Texas; and

WHEREAS, under the terms of the aforesaid order of March 12, 1958, all of said warrants were to be made payable to A. H. Stuart, Cleburne, Texas, or bearer, and were issued to evidence the indebtedness due said Contractor for furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications thereof, under contract dated March 12, 1958, between said Contractor and Johnson County, Texas, said order of March 12, 1958, being hereby adopted by reference and incorporated herein and made a part hereof for all purposes; and,

WHEREAS, in accordance with the contract and order of this Court hereinabove mentioned, such work was promptly commenced after the execution of the contract and the same has been continuously prosecuted; and,

WHEREAS, heretofore, to-wit: on the 12th day of May, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$24,000 of said warrants in payment of Estimate Number 1 of A. H. Stuart, Contractor; and

WHEREAS, heretofore to-wit: on the 1st day of July, 1958, by order duly passed and adopted, the Commissioners' Court of Johnson County, Texas, authorized the execution and delivery of \$18,000 of said warrants in payment of Estimate Number 2 of A. H. Stuart, Contractor, and,

WHEREAS, There has now been presented fo this Court by said A. H. Stuart, Contractor, Estimate Number 3 and Final, pertaining to the aforesaid contract of March 12, 1958, covering certain labor and materials heretofore furnished

Johnson County under such contract, said estimate aggregating \$7,143, and such estimate being in words and figures as follows, to-wit:

A. H. STUART
P. O. Box 61
Cleburne, Texas

August 27, 1958

Estimate #3 - Final

TO: Johnson County Commissioners' Court
Johnson County Courthouse
Cleburne, Texas

This estimate as per contract and agreement amounting to Seven Thousand Dollars (\$7,000.00).

Amount of Contract	\$49,143.00
Less Estimate #1	<u>24,000.00</u>
Balance	\$25,143.00
Less Estimate #2	<u>18,000.00</u>
Balance	\$ 7,143.00

Amount due this Estimate (This is Final
Estimate) 7,000.00

Balance to be paid by Johnson County \$ 143.00

APPROVED:

R. L. Lindsey, Engineer

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

AND WHEREAS, the aforesaid estimate has now been duly audited by the County Auditor, has been found correct and has been approved by this Court; and,

WHEREAS, the Court has found and determined that the aforesaid estimate is the last estimate to be submitted to this Court for payment under the aforesaid contract of March 12, 1958, it being further found and determined that all labor and materials to be furnished and all work to be done by said Contractor under said contract ahs been duly furnished, done and completed in strick compliance with said contract; and all of which has been investigated thoroughly and accepted by this court as being in full and complete compliance with and satisfaction of said contract, with the County having received full

value and consideration for the amount previously paid and hereinafter ordered to be paid; and,

WHEREAS, by virtue of the foregoing, it is found by this court that the final amount due the Contractor is \$7,143, and that final payment should be made as hereinafter provided.

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

SECTION 1: That the findings and conclusions stated in the preamble hereof are hereby adopted and shall be considered a part of this order.

SECTION 2: That the aforementioned estimated, being Estimate Number 3 and Final, under date of August 27, 1958, is hereby in all things adopted, confirmed, approved and allowed by this Court.

SECTION 3: That in consideration thereof and of Estimates Numbers 1 and 2 and payments approved by this Court pursuant to the said contract of March 12, 1958, Estimate 3 and final, in the sum of \$7,143, now found to be due the Contractor, shall be, and same is hereby ordered accomplished as follows:

(a) By the issuance, execution and delivery of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in denomination of \$1,000 each, bearing interest at the rate of 4 ½% per annum, in the aggregate principal sum of \$7,000, with numbers, maturities and amount, as follows:

WARRANTY NUMBERS (All inclusive)	MATURITY DATES	AMOUNTS
43 to 45	March 15, 1958	\$3,000
46 to 49	March 15, 1969	4,000

(b) By payment of the sum of \$143.00 in cash, out of funds on hand in the County's Permanent Improvement Fund Account, legally available for such purpose and unappropriated to any other purpose. The County Treasurer is ordered and directed to prepare, issue and deliver to said Contractor proper check, warrant or voucher in said amount payable from said source.

SECTION 4: That the warrants hereinabove authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Johnson County, Texas, and it is hereby specifically and affirmatively adjudged and decreed that Johnson County, Texas, has received full value and consideration therefor, as well as for the cash payment hereinabove ordered, and that all things required by law in the issuance and delivery of said warrants have happened and been performed in due time, form and manner as required by law. It

is further affirmatively found and adjudged that all labor and materials to be furnished, all work to be done, and all services to be rendered under the contract hereinabove mentioned and in payment of which the warrants herein authorized to be issued and delivered, as well as warrants heretofore authorized to be issued and delivered, were authorized and issued, have been examined and investigated by the Commissioners' Court of Johnson County, Texas, and are found to be in all respects as provided for in the contract documents entered into by said County and A. H. Stuart, Contractor; that all labor and materials to be furnished, all work to be done and all services to be rendered by the Contractor in connection with said contract, have now been duly furnished, completed and rendered in strict compliance with said contract; that all of same have been investigated thoroughly and accepted by this Court as being in full and complete compliance and in satisfaction of said contract, with the County having received full value and consideration for all amounts previously paid and herein ordered to be paid. This judicial ascertainment is expressly made for the use and benefits of the prospective owners and holders of said warrants, the Attorney General of the State of Texas, and any other attorneys who shall pass upon the legality and validity of said warrants, and the same shall be binding upon Johnson County, Texas, and the Commissioners' Court of said County, and the successors in office of the County Judge and members of the Commissioners' Court of said County.

SECTION 5: IT IS ORDERED, ADJUDGED AND DECREED that the County Judge, County Clerk and County Treasurer of Johnson County, Texas, shall carry out the provisions of this order relating to the delivery of warrants, by causing to be executed, sealed and delivered the interest bearing time warrants hereinabove described to A. H. Stuart, Contractor, and it is specifically provided that all acts of the above mentioned officials regarding the execution and delivery of said warrants shall be prima facie evidence that the official acts have been completed in all respects in the proper manner with which to give full validity to the warrants and cause the same to create a good, sufficient and valid obligation against Johnson County, Texas.

PASSED, APPROVED AND ADOPTED, this the 8th day of September, 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

- - - - -

ORDER GIVING NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF
REFUNDING \$49,000

"JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS"

DATED March 15, 1958

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

ON THIS the 8th day of September, 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 Number 1;
S. W. Evans,	Commissioner, Precinct Number 2;
Jimmie L. Walters,	Commissioner, Precinct Number 3;
M. W. Roland,	Commissioner, Precinct Number 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 following described series of courthouse Improvement Warrants of Johnson County, Texas, have been heretofore issued and delivered pursuant to authority conferred and proceedings duly had in the time and manner prescribed by statute; that is to say ---

\$49,000 "JOHNSON COUNTY, TEXAS COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in denomination of \$1,000 each, bearing interest at the rate of 4 ½% per annum, and maturing in accordance with the following schedule:

WARRANT NUMBERS	MATURITY DATES	AMOUNTS
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

such warrants having been authorized by that certain order passed by the Commissioners' Court of Johnson County, Texas, on the 12th day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, and reference to said order is here made for further and more detailed description of said warrants.

AND WHEREAS, this court now considers it feasible and practicable and to the best interest of the County to refund or cancel the said \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", by issuing and delivering to the proper owner or holders of said warrants, the refunding bonds of said County in a like amount in exchange therefore and in lieu thereof: said refunding bonds to be issued in one series, aggregating the principal sum of \$49,000, and to bear interest and mature as hereinafter set forth; and,

WHEREAS, THIS BEING a regular term of the Commissioners' Court with all members present, and in order to strictly comply with the Constitution and laws of the State of Texas, the court affirmatively finds that an order should now be entered making the tax levy for the current year to support the payment of said proposed refunding bonds; therefore,

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

SECTION 1: That it is the intention of the Commissioners' Court of Johnson County, Texas, to pass an order on the 13th day of October, 1958, for the purpose of authorizing the issuance of the coupon bonds of said county, in the total principal sum of \$49,000, to refund and cancel certain indebtedness now outstanding against said County and represented by the aforesaid \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958.

SECTION 2: That the proposed refunding bonds shall bear interest at a rate of not to exceed 4 $\frac{1}{2}$ % per annum, payable annually or semi-annually, and the principal amount of said bonds shall become due and payable serially, the maximum maturity date to be not later than December 15, 1973.

SECTION 3: That as required by the statutes of the State of Texas, particularly subdivision (d), Section 7, of Chapter 163 acts of 1931, notice of intention to issue refunding bonds, including a statement of the amount and

purpose of such bonds, shall be published at least once a week for three successive weeks in a newspaper or newspapers of general circulation within said County, the date of first publication to be at least thirty (30) days before the meeting of the Commissioners' Court at which it is proposed to issue such refunding bonds; and such notice of intention shall be substantially as follows:

NOTICE OF INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF REFUNDING \$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", DATED March 15, 1958 TO THE RESIDENT QUALIFIED PROPERTY TAXPAYING VOTERS OF JOHNSON COUNTY, TEXAS:

TAKE NOTICE, that on the 13th day of October, 1958, the Commissioners' Court of Johnson County, Texas, at the regular meeting place of said Court in the Courthouse at Cleburne, Texas, will pass an order authorizing the issuance of refunding bonds of said County in the principal sum of \$49,000, for the purpose of refunding, cancelling and in lieu of the indebtedness now outstanding against said County, represented by ---

\$49,000 "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", Dated March 15, 1958, Numbered 1 to 49, both inclusive in denomination of \$1,000 each, bearing interest at the rate of 4 $\frac{1}{2}$ % per annum, and maturing serially on March 15th, of each year as follows: \$5,000 1960 to 1968, both inclusive and \$4,000 1969.

FURTHER TAKE NOTICE that the proposed refunding bonds shall bear interest at the rate of not to exceed 4 $\frac{1}{2}$ % per annum, payable annually or semi-annually; and the principal amount of said bonds shall become due and payable serially, the maximum maturity date to be not later than December 15, 1973.

AND FURTHER TAKE NOTICE that the said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", are described in that certain order of the Commissioners' Court of Johnson County, Texas, passed and adopted on the 12th day of March, 1958, recorded in Volume 14, page 381 et seq., of the Minutes of said Court, to which order reference is here made for a more detailed description of said warrants, and said order is here adopted by reference in respect of the description of said warrants and shall be considered as much a part of this notice as if incorporated herein.

WITNESS MY OFFICIAL SIGNATURE, this the 8th day of September, 1958, pursuant to order of the Commissioners' Court of Johnson County, Texas.

H. G. Littlefair, County Judge,

Johnson County, Texas

SECTION 4: That said notice of intention shall be signed by the County Judge of Johnson County, Texas, and shall be issued and published in conformity with this order.

SECTION 5: That to pay the current interest on and to provide a sufficient sinking fund to pay the principal thereof at maturity, or a sinking fund of 2% whichever is greater, on said "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT REFUNDING BONDS", not to exceed the principal amount of \$49,000, to be authorized by the Commissioners' Court of Johnson County, Texas, on the 13th day of October, 1958, and to mature serially, the maximum maturity date to be not later than the 15th day of December, 1973, for the purpose of refunding, cancelling and in lieu of \$49,000 interest-bearing time warrants of Johnson County, Texas, described as "Johnson County, Texas, Courthouse Improvement Warrants," dated March 15, 1958, there shall be, and there is hereby levied for the current year, out of the Constitutional Permanent improvement Fund Tax of said County, a sufficient tax on each one hundred dollars' assessed valuation of taxable property in said County, and said tax (on each one hundred dollars; valuation of taxable property in said County) sufficient in amount as shall be necessary to pay the interest thereon and the principal at maturity as it becomes due, or a sinking fund of 2% whichever is greater, full allowance being made for delinquencies and costs of collection is hereby levied out of the Constitutional Permanent Improvement Fund Tax of said County for each succeeding year while said bonds or any of them, or any interest thereon, are outstanding; and said tax, hereby levied, shall be assessed and collected for each of said years and applied to the payment of the interest on and principal of said bonds, and for no other purpose.

Any surplus in the sinking fund account of the series of warrants proposed to be refunded shall be passed to the credit of the sinking fund account of said refunding bonds, and any and all taxes uncollected from levies heretofore made on account of the warrants which are being refunded by this issue, shall, when and as the same are collected be credited to the sinking fund account of said refunding bonds; PROVIDED, HOWEVER, that such transfer of the sinking fund account or uncollected taxes is made only so far as may lawfully be done consistent with the rights of the holder of the outstanding warrants.

The above order having been read in full, the motion of Commissioner Roland for its passage, was duly seconded by Commissioner Coward.

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.

PASSED AND APPROVED, this the 8th day of September, 1958.

H. G. Littlefair, County Judge,
Johnson County, Texas
W. M. Coward, Commissioner of Precinct 1
S. W. Evans, Commissioner of Precinct 2
J. L. Walters, Commissioner of Precinct 3
M. W. Roland, Commissioner of Precinct 4

- - - - -

NO-LITIGATION CERTIFICATE OF DISTRICT CLERK

THE STATE OF TEXAS ()
COUNTY OF JOHNSON ()

I, the undersigned, Clerk of the District Court in and for Johnson County, Texas, DO HEREBY CERTIFY:

1. That NO SUITS HAVE BEEN FILED and NO SUITS ARE NOW PENDING in said Court to prevent the issuance of "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENT WARRANTS", dated March 15, 1958, in the total principal amount of \$7,000.
2. That there are NO SUITS OF ANY KIND filed in said Court in any way affecting said warrants.

WITNESS MY HAND AND SAL OF SAID COURT, this the 8th day of September, 1958.

(SEAL) Lillian Ashcraft, Clerk of the District Court
in and for Johnson County, Texas

- - - - -

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS

COUNTY OF JOHNSON

THIS IS TO CERTIFY that A. H. Stuart, Contractor, of Cleburne, Texas, has this day sold, transferred and delivered to McClung & Knickerbocker, Houston, Texas, those certain registered County warrants issued to the said A. H. Stuart by the Commissioners' Court of Johnson County, Texas, pursuant to orders duly passed by said court on the 12th day of March, 1958, and the 8th day of September, 1958, such warrants aggregating \$7,000, being Warrants Numbers 43 to 49, both inclusive in denomination of \$1,000 each, bearing interest at the rate of 4 ½% per annum, maturing on March 15th, in each of the years as follows: \$3,000 1968 and \$4,000 1969.

THIS IS TO FURTHER CERTIFY that the said A. H. Stuart, the contractor mentioned in the aforesaid orders of the Commissioners' Court of Johnson County, Texas, has received the said warrants from the proper officials of Johnson County in due course, and that the said A. H. Stuart, Contractor, has received from McClung & Knickerbocker, Houston, Texas, full value and consideration for said warrants, and each of them, as evidenced by the signature and endorsement of said A. H. Stuart, Contractor, on the back of each of said warrants.

EXECUTED at Cleburne, Texas, this the 8th day of September, 1958.

A. H. Stuart, Contractor

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared A. H. Stuart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of September, 1958.

(SEAL) J. T. Epperson, Jr., Notary Public in and for
Johnson County, Texas

* * * * *

THE STATE OF TEXAS ()
COUNTY OF JOHNSON ()

I, A. H. Stuart, of Cleburne, Texas, Contractor, DO HEREBY CERTIFY that I have been paid in full for labor and materials and performing all work in connection with furnishing all materials and performing all work required in the construction of permanent improvements and repairs to the existing Johnson County Courthouse at Cleburne, Texas, in accordance with plans and specifications therefore, under contract dated March 22, 1958, such payment having been made as follows:

By delivery of \$49,000 of warrants known as "JOHNSON COUNTY, TEXAS, COURTHOUSE IMPROVEMENTS WARRANTS", dated March 15, 1958, numbered from 1 to 49, both inclusive, in denomination of \$1,000 each, bearing interest at the rate of 4 ½% per annum, and maturing on March 15th, 1968, both inclusive, and \$4,000 1969; and by the payment of \$143.00 in cash; the receipt of which are hereby acknowledged.

A. H. Stuart, Contractor,
Cleburne, Texas

SUBSCRIBED AND SWORN to before me, the undersigned authority, on this the 8th day of September, 1958

(SEAL) J. T. Epperson, Jr., Notary Public,
Johnson County, Texas

There being no further business Court is hereby adjourned.

_____	_____
<u>County Clerk</u>	County Judge
. . .oooOooo. . .	