

Mt. Pleasant, Texas

January 13, 1940

TO THE HONORABLE COUNTY JUDGE AND
COMMISSIONERS COURT OF TITUS COUNTY, TEXAS

Gentlemen:

In connection with the proposed \$20,000 Titus County Courthouse Improvement Warrants we wish to submit for your consideration the following proposal:

We will have prepared, by a competent bond attorney, and furnish you the necessary legal proceedings to authorize and actually issue said \$20,000 Warrants, furnish the printed warrants and the approving opinion of a recognized bond attorney.

As the warrants are issued to contractor, on contractors estimates, they are to be endorsed by him and delivered to us. We agree to accept and pay for said warrants at their par value, subject to their final approval of a bond attorney.

For the foregoing services we are to be paid a fee of 2% of the principal amount of warrants issued, which fee is to be due and payable simultaneously and pro-rata as the warrants are issued to the contractor and delivered to us.

Respectfully submitted,

C. N. Burt and Co.

By: C. N. Burt

The foregoing proposal of U. N. Burt and Co., Dallas, Texas, is hereby accepted, according to the terms set forth therein by order of the Commissioners Court of Titus County, Texas, this the 13th day of January, 1940.

C. T. Neugent
County Judge, Titus County

Attest A. B. Gilpin
County Clerk, Titus County

(SEAL)

IN THE MATTER OF OPENING AND ACCEPTING BIDS ON COURT HOUSE RE-MODELING JOB:

THE STATE OF TEXAS |

COUNTY OF TITUS |

On this the 13th day of January, 1940, the Commissioners' Court of Titus County convened in Regular Term in the Courthouse, with the following members of said Court present,

to-wit:

C. T. Neugent,
T. L. Garrett,
W. J. Cody,
Ernest Brown,
C. C. Lunsford
A. B. Gilpin,

County Judge,
Commissioner Precinct No. 1,
Commissioner Precinct No. 2,
Commissioner Precinct No. 3,
Commissioner Precinct No. 4,
County Clerk and Ex-Officio Clerk,
Commissioners' Court,

and with the following members absent: None, constituting the entire Court, at which time the following business was transacted:

COMMISSIONER Cody presented for consideration an order and made a motion that it be passed. The motion was seconded by Commissioner Lunsford. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: Commissioners Garrett, Cody, Brown and Lunsford.

NOES: None.

THEREUPON, the County Judge declared the order finally passed. The order as passed is as follows:

AN ORDER

BY THE COMMISSIONERS' COURT OF TITUS COUNTY
LISTING BIDS RECEIVED AND DETERMINING THE LOWEST
AND BEST BID IN REFERENCE TO MAKING REPAIRS AND
ADDITIONS TO THE COUNTY COURTHOUSE AT MOUNT
PLEASANT, TEXAS, AND PRESCRIBING THE DUTIES OF
THE COUNTY OFFICIALS IN REFERENCE THERETO.

WHEREAS, pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature, the County Judge has caused to be published Notice to Bidders for repairs and additions to the County Courthouse at Mount Pleasant, Texas, which notice is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS

Sealed bids will be received by the Commissioners' Court of Titus County, Texas, in the office of the County Judge until 10 o'clock A. M., on the 15 day of January, 1940, for repairs and additions to the County Courthouse at Mount Pleasant, Texas, in accordance with plans and specifications heretofore prepared by the Engineer for the County and available in the office of the County Judge, in the City of Mount Pleasant, Texas.

Each bid shall be accompanied by a certified check or cashier's check on a solvent bank in the State of Texas for 5% of the amount of the bid, payable, without recourse, to the order of, or endorsed payable to the order of, G. T. Neugent, County Judge of Titus County, Texas. The successful bidder will be required to give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some Surety Company authorized to do business in the State of Texas, in accordance with the provisions of Article 5160, Revised Statutes of 1925, and amendments thereto.

Attention is called to the fact that not less than the prevailing rates of wages as established by the Commissioners' Court of Titus County, Texas, and as set forth below must be paid on this project:

Common labor	25 cents per hour;
Semi-skilled labor	40 cents per hour;
Skilled labor	75 cents per hour;

In case of ambiguity or lack of clearness in stating prices in the Proposal, the Commissioners' Court reserves the right to adopt the most advantageous construction thereof, or to reject the Proposal.

In selection of labor, preference shall be given to citizens of Titus County, Texas.

It is the intention of the Court (for that part of the contract price not paid in cash) to issue and to deliver to the successful bidder interest-bearing time warrants to represent the County's indebtedness under said contract in the maximum amount of not exceeding Twenty Thousand (\$20,000.00) Dollars, bearing interest at the rate of not to exceed five (5%) per cent per annum, maturing serially in such installments and during such years as

may be determined by the Court, the maximum maturity date to be not more than three years from their date.

The Court reserves the right to reject any and all bids.

This notice is given by order of the Commissioners' Court of said County.

C. T. Neugent
County Judge, Titus County, Texas.

ATTEST: A. B. Gilpin,
County Clerk."

; and

WHEREAS, said notice has been published in Mt. Pleasant Daily Times, in its respective issues of December 27, 1939, and January 3, 1940; and

WHEREAS, the following bids were received:

Ben Sire and Co.	Dallas, Texas	\$ 53,650.00
J. W. Lawless	Longview, Texas	52,870.00
O. L. Crigler Co.	Kilgore, Texas	51,894.00

; and

WHEREAS, of the bids received pursuant to such published notice that of O. L. Crigler Company, Kilgore, Texas, was considered by the Commissioners' Court to be the lowest and best bid; and

WHEREAS, the bid as filed was in accordance with the Notice to Bidders and the specifications on which bids were to be filed;

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

1. That the bid of O. L. Crigler Company as hereinabove set forth be and the same is hereby accepted.

2. That the County Judge and County Clerk be and they are hereby authorized, ordered and directed to enter into a contract with said bidder in accordance with said bid.

PASSED AND APPROVED this the 13th day of January, 1940.

C. T. Neugent
County Judge, Titus County, Texas.

ATTEST: A. B. Gilpin,
County Clerk and Ex-Officio Clerk,
Commissioners' Court, Titus County,
Texas.

THE STATE OF TEXAS |
COUNTY OF TITUS |

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an order passed by the Commissioners' Court of said County (and of the minutes pertaining thereto) on the 13th day of January, 1940, as the same appears of record in the minutes of the Commissioners' Court in Book _____, at page _____, et seq.

EXECUTED UNDER MY HAND AND SEAL OF SAID COURT, this the 13th day of January, 1940.

(SEAL) A. B. Gilpin
County Clerk and Ex-Officio Clerk of the
Commissioners' Court, Titus County, Texas.

THE STATE OF TEXAS
COUNTY OF TITUS

On this the 13th day of January, 1940, the Commissioners' Court of Titus County, Texas, convened in Regular Term in the Courthouse, with the following members of said Court present, to-wit:

C. T. Neugent,	County Judge,
T. L. Garrett,	Commissioner Precinct No. 1,
W. J. Cody,	Commissioner Precinct No. 2,
Ernest Brown,	Commissioner Precinct No. 3,
G. C. Lunsford,	Commissioner Precinct No. 4,
A. B. Gilpin,	County Clerk and Ex-Officio Clerk, Commissioners' Court,

and with the following members absent: None, constituting the entire Court, at which time the following business was transacted:

Commissioner Lunsford presented for consideration an order and made a motion that it be passed. The motion was seconded by Commissioner Brown. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: Commissioners Garrett, Cody, Brown and Lunsford.

NOES: None.

THEREUPON, the County Judge declared the order finally passed. The order as passed is as follows:

AN ORDER

CONFIRMING CONTRACT BETWEEN THE COUNTY OF TITUS AND C. L. CRIGLER COMPANY, CONTRACTORS, FOR REPAIRS AND ADDITIONS TO THE COUNTY COURTHOUSE AT MOUNT PLEASANT, TEXAS, PROVIDING FOR THE ISSUANCE OF INTEREST-BEARING TIME WARRANTS OF SAID COUNTY IN PAYMENT THEREFOR, PROVIDING FOR THE LEVY AND COLLECTION OF TAXES ON ALL TAXABLE PROPERTY IN SAID COUNTY SUFFICIENT TO PAY THE INTEREST ON SAID WARRANTS AND THE PRINCIPAL AS IT MATURES.

WHEREAS, heretofore the Commissioners' Court has determined the necessity of making repairs and additions to the County Courthouse at Mount Pleasant, Texas; and has directed the County Judge of Titus County to advertise for bids in a newspaper of general circulation within the county; and

WHEREAS, the County Judge has, pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty-Second Legislature, advertised for bids, which advertisement is in words and figures as follows, to-wit:

"NOTICE TO BIDDERS

Sealed bids will be received by the Commissioners' Court of Titus County, Texas, in the office of the County Judge until 10 o'clock A. M., on the 13th day of January, 1940, for repairs and additions to the County Courthouse at Mount Pleasant, Texas, in accordance with plans and specifications heretofore prepared by the Engineer for the County and available in the office of the County Judge, in the City of Mount Pleasant, Texas.

Each bid shall be accompanied by a certified check or cashier's check on a solvent bank in the State of Texas for 5% of the amount of the bid, payable, without recourse, to the order of, or endorsed payable to the order of, C. T. Neugent, County Judge of Titus County, Texas. The successful bidder will be required to give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by some Surety Company authorized to do business in the State of Texas, in accordance with the provisions of Article 5160, Revised Statutes of 1925, and amendments thereto.

Attention is called to the fact that not less than the prevailing rates of wages as

established by the Commissioners' Court of Titus County, Texas, and as set forth below must be paid on this project:

Common labor - - - - - 25 cents per hour;
Semi-skilled labor - - - - - 40 cents per hour;
Skilled labor - - - - - 75 cents per hour;

In case of ambiguity or lack of clearness in stating prices in the Proposal, the Commissioners' Court reserves the right to adopt the most advantageous construction thereof, or to reject the Proposal.

In selection of labor, preference shall be given to citizens of Titus County, Texas.

It is the intention of the Court (for that part of the contract price not paid in cash) to issue and to deliver to the successful bidder interest-bearing time warrants to represent the County's indebtedness under said contract in the maximum amount of not exceeding Twenty thousand (\$20,000.00) Dollars, bearing interest at the rate of not to exceed five (5%) per cent per annum, maturing serially in such installments and during such years as may be determined by the Court, the maximum maturity date to be not more than three years from their date.

The Court reserves the right to reject any and all bids.

This notice is given by order of the Commissioners' Court of said County.

ATTEST: A. B. Gilpin County Clerk.
C. T. Neugent
County Judge, Titus County, Texas.

; and

WHEREAS, the foregoing advertisement was published in Mt. Pleasant Daily Times, a newspaper of general circulation in Titus County, on the following dates, to-wit: Dec. 27, 1939, and Jan. 3, 1940; and

WHEREAS, no petition was filed by the property taxpaying voters of the County asking for a referendum on the question of issuing said warrants; and

WHEREAS, of the bids received pursuant to such published notice that of O. L. Crigler Company, Kilgore, Texas, was adjudged by the Court to be the lowest and best bid and most advantageous to the County, which bid was \$51,894.00; and

WHEREAS, pursuant to said published notice, on this the 13th day of January, 1940, the County of Titus, acting by and through its proper officers whose names are shown thereon, authorized by the Commissioners' Court, after having received competitive bids, entered into a contract with O. L. Crigler Company, Contractors, of Kilgore, Texas, whereby the said contractors obligated themselves to construct said repairs and additions for said County, in accordance with the specifications adopted by said County for that purpose, which contract is as follows, to-wit:

; and

WHEREAS, the contractors have furnished a bond in terms of law guaranteeing the performance of said contract, and providing for the payment of all accounts to persons furnishing materials and performing labor, which bond has been approved by the County Judge and by the Commissioners' Court, and filed in the office of the County Clerk; and

WHEREAS, the County does not have funds on hand available for the purpose of paying for all of said improvements, thus necessitating the issuance of interest-bearing time warrants for that part of the contract price not paid in cash; and

WHEREAS, the County has ample taxing power within the 25% Permanent Improvement Fund Tax, permitted for the purpose, for the issuance of the interest-bearing time warrants

provided for herein, after taking care of all previous pledges and contracts; and

WHEREAS, the total warrants to be issued under said contract is Twenty Thousand (\$20,000.00) Dollars;

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

1. That said contract be, and it is hereby ratified and confirmed as the contract of Titus County, Texas.

2. That the bond filed by the contractors is in all things approved and ordered filed in the office of the County Clerk.

3. That in accordance with the terms of the contract there shall be delivered to the contractors "Titus County Courthouse Improvement Warrants, Series 1940", dated the 15th day of January, 1940, bearing interest at the rate of five (5%) per cent per annum, payable on the 15th day of April 1941, and semi-annually thereafter on October 15th and April 15th of each year.

4. Said warrants shall be issued and delivered to the contractors on estimates approved by the Engineers and thereafter approved by the Commissioners' Court, which Court shall designate the particular warrants to be delivered on each estimate, fully in accordance with the terms of said contract.

5. Said warrants shall be numbered consecutively from One (1) to Twenty (20), both inclusive, aggregating Twenty Thousand (\$20,000.00) Dollars; shall be of the denomination of One Thousand (\$1,000.00) Dollars each, and shall become due and payable as follows:

WARRANTS NUMBERS	MATURITY DATES	AMOUNTS
1 to 10, both incl.	April 15, 1941,	\$ 10,000.00
11 to 20, " "	April 15, 1942,	10,000.00

6. Principal and interest of said warrants shall be payable at the office of the County Treasurer, Mount Pleasant, Texas.

7. They shall be signed by the County Judge, countersigned by the County Clerk, registered by the County Treasurer, and the seal of the Commissioners' Court shall be impressed upon each of them. The fac-simile signatures of the County Judge and County Clerk may be lithographed or printed upon the interest coupons attached to each of said warrants.

8. Said warrants shall be in substantially the following form:

NO. _____

\$ 1,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TITUS
COURTHOUSE IMPROVEMENT WARRANT
SERIES 1940.

The County of Titus, in the State of Texas, for value received, is justly indebted to O. L. Grigler Company, Contractors, or bearer, on the 15th day of April, 19___, the principal sum of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from date hereof until paid at the rate of five (5%) per cent per annum, payable April 15, 1941, and semi-annually thereafter on October 15th and April 15th of each year, and the full faith and credit of the said County is hereby irrevocably pledged to the prompt payment of this warrant and the annexed coupons, and the County Treasurer is authorized, ordered and directed to pay to bearer said principal sum, together with interest thereon evidenced by coupons attached hereto,

principal and interest payable at the office of the County Treasurer, Mount Pleasant, Texas, upon presentation and surrender of warrant or proper coupons, and the County Treasurer is authorized, ordered and directed to pay to bearer said principal sum and interest as the same matures. In event the sum of money evidenced by this warrant and the annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of five (5%) per cent per annum, until fully paid, and in the event of such default and it becomes necessary for the holder hereof, or of any of the coupons attached hereto, to place claim therefor in the hands of an attorney for collection, or to institute suit thereon, then said County obligates itself to pay to the holder an additional ten (10%) per cent of the amount of default as attorney's fees.

This warrant is one of a series of Twenty (20) warrants of like date and tenor except, as to maturity, numbered One (1) to Twenty (20), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating Twenty Thousand (\$20,000.00) Dollars, issued for the purpose of evidencing the indebtedness due by said County to C. L. Crigler Company, Contractors, or bearer, for the making of repairs and additions to the County Courthouse at Mount Pleasant, Texas, in accordance with contract therefor, under and by virtue of the Constitution and laws of the State of Texas, including the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature, and pursuant to an order passed by the Commissioners' Court of said County, which order is recorded in the minutes of said Commissioners' Court.

The date of this warrant in conformity with the order above mentioned is January 15, 1940.

AND 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 this series of warrants have been properly done, have happened and been performed in regular and due time, form and manner as required by law; that the total indebtedness of said County, including this warrant and the entire series of which this is one, does not exceed any constitutional or statutory limitations; and that a sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected, while said warrants or any of them are outstanding.

IN TESTIMONY WHEREOF, Titus County, Texas, by its Commissioners' Court has caused its seal to be hereto affixed, and this warrant to be signed by its County Judge, countersigned by its County Clerk and registered by its County Treasurer, and the interest coupons hereto attached to be executed by the lithographed or printed facsimile signatures of the County Judge and County Clerk as of the 15th day of January, 1940.

County Judge, Titus County, Texas.

COUNTERSIGNED:

County Clerk, Titus County, Texas.

REGISTERED as of the 18th day of January, 1940.

County Treasurer, Titus County, Texas.

9. The form of coupons attached to each of said warrants shall be substantially as follows:

NO. _____

ON THIS THE _____ DAY OF _____, 19__

The County Treasurer of the County of Titus, State of Texas, will pay to bearer; at the office of the County Treasurer, Mount Pleasant, Texas, the sum of _____ (\$ _____) Dollars, being _____ months' interest due that date on the County of Titus Courthouse Improvement Warrant, Series 1940, dated January 15, 1940, NO. _____.

County Clerk.

County Judge.

10. There shall be printed on the back of each of said warrants substantially the following endorsement for the purpose of transfer of same:

ENDORSEMENT

THIS IS TO CERTIFY THAT O. L. Crigler Company, Contractors, received the within warrant and interest coupons annexed thereto from the officers of the County of Titus, Texas, and for value received, hereby transfers, assigns, sells and delivers to bearer, all right, title and interest in and to the within principal warrant and interest coupons attached hereto, without recourse, and in addition to all other rights the said bearer is hereby subrogated to all claims, liens, rights or title, whether at law or in equity, which are or may be secured to said Contractors under said warrants and by virtue of certain contract under which same were issued, and the bearer is authorized to collect same and to give full acquittance therefor.

O. L. CRIGLER COMPANY

BY _____

ITS _____

11. In event the contractors shall be entitled to receive a sum of money under any estimate which cannot be paid exactly by delivery of warrants due to their even denomination, the County shall deliver an amount of warrants less than the estimates, carrying as a credit the unpaid amount until the next estimate is filed and approved. Adjustments necessary on approval of the final estimate shall be paid in cash. Any warrants remaining unissued when the contract has been completed shall be cancelled and destroyed by order of this Court, and proof thereof shall be placed on the minutes of this Court.

12. A fund is hereby made and created and shall be provided and set aside out of the funds derived from taxes authorized to be levied and collected by the Constitution and laws of the State of Texas, such fund to be designated "Courthouse Improvement Warrant, Series 1940, Fund", which fund shall be used for no purpose save and except to pay all interest on and to provide the necessary sinking fund for said warrants at their maturity.

13. That to pay the interest and to create a sinking fund to retire said warrants at their maturity and to provide for 10% attorneys' fees in event of default, a tax of and at the rate of fourteen (14%) Cents on the One Hundred (\$100.00) Dollars' valuation of all taxable property in the said County of Titus, Texas, out of the 25% Permanent Improvement Fund Tax of said County, is hereby levied for the year 1940; that during each year thereafter while any of said warrants are outstanding and unpaid, and at the time other County taxes are levied in each of said years, there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said County will be necessary, requisite and sufficient to fully make, raise and produce in each of said years the amount of principal necessary to be raised for that year, plus the interest maturing in said year upon the amount of this series of warrants outstanding and unpaid and to provide 10% attorneys' fees in case of default, and for each of said years there is hereby levied, and ordered to be assessed and collected in

due time, form and manner, a tax at the rate necessary, which shall be placed in a separate fund for this series of warrants, known and designated "Courthouse Improvement Warrant, Series 1940, Fund", and the County Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrants or for retiring the same, or for attorneys' fees as provided above.

14. The County Judge and County Clerk are hereby directed to execute said warrants and the Treasurer is hereby directed to register them and said officers are hereby directed to deliver said warrants to O. L. Crigler Company on estimates approved by the Engineer and thereafter approved by the Commissioners' Court as being in accordance with the terms of said contract.

PASSED AND APPROVED this the 13th day of January, 1940.

ATTEST: A. B. Gilpin
County Clerk and Ex-Officio
Clerk, Commissioners' Court,
Titus County, Texas.

C. T. Neugent
County Judge, Titus County, Texas.

X

IN THE MATTER OF RENEWING & EXTENDING NOTE OF J. M. ELLIS AND B. R. ELLIS DUE TITUS COUNTY:

Upon motion made by Commissioner T. L. Garrett and seconded by Commissioner G. C. Lunsford the following resolution was duly adopted:

"WHEREAS, on the 12th day of May, 1909, the Commissioners' Court of Titus County, did sell and convey to J. R. Ellis certain lands as is shown by Vol. 21 Page 120 of the Deed Records of Titus County, Texas, and J. R. Ellis did execute and deliver to said county his vendors lien note in payment of the same in the amount of \$403.00, and

"WHEREAS, J. M. Ellis and B. R. Ellis are now the owners of said land, and there is now due and unpaid on said above mentioned note the sum of \$1027.00 and J. M. Ellis and B. R. Ellis are desirous of renewing and extending the same;

"NOW, THEREFORE, be it resolved that said note be renewed and extended so that the same shall become due and payable as follows:

\$65.00 on October 1, 1940, and a like amount on the first of each succeeding October 1 until the whole amount of the principal sum is paid, said note to draw interest from date at 5% per annum and which interest is payable annually, said note to contain the usual acceleration clause and provide for 10% attorney fees."

ADOPTED this the 13th day of January, 1940.

C. T. Neugent
County Judge

ATTEST: A.B. Gilpin
County Clerk

+

The above minutes read and approved.

ATTEST: _____
County Clerk

County Judge
