

IN THE MATTER OF ORDER PURCHASING ROAD MACHINERY AND AUTHORIZING ROAD MACHINERY WARRANTS:

THE STATE OF TEXAS |

COUNTY OF TITUS |

On this 16th day of October, 1948, the Commissioners Court of Titus County, Texas, convened in regular session at a regular term of said Court, with all the members thereof present, vis:

Morris Rolston
R. W. Jones
Neal Moore
Eugene Mankins
Jim Ponder
Mrs. J. A. Glass

County Judge
Commissioner, Precinct #1
Commissioner, Precinct #2
Commissioner, Precinct #3
Commissioner, Precinct #4
County Clerk

and passed the following order:

IT APPEARS AFFIRMATIVELY that the Commissioners Court of Titus County has determined that it is to the best interest of said County and to its citizens and taxpayers, and particularly to the public roads of said county, that Titus County should purchase the hereinafter described road machinery for use in the construction and maintenance of the public roads of said County.

AND IT FURTHER APPEARS AFFIRMATIVELY that the County Judge of said County has caused notice to bidders to be published once each week for at least two consecutive weeks before the date set for receiving bids in a newspaper of general circulation published in said County, which notice and the publication thereof is hereby ratified and approved, and is as follows:

THE STATE OF TEXAS |

COUNTY OF TITUS |

TO BIDDERS, AND TO THE QUALIFIED VOTERS OF TITUS COUNTY, TEXAS:

NOTICE IS HEREBY GIVEN that the sealed bids addressed to Hon. Morris Rolston, County Judge, at Mt. Pleasant, Texas, will be received until ten o'clock A.M. on the 13th day of September, 1948, for the purchase of the following described road machinery to be used in the construction, improvement and maintenance of the public roads of Titus County, Texas:

One (1) Diesel Powered Motor Grader of not less than 40 H.P.

The County reserves the right to reject any and/or all bids and to waive formalities. The successful bidder will be required to furnish 100% performance bond.

It is the intention of the Commissioners' Court, if any bid is accepted, to make payment for such road machinery and the contract therefor by the issuance of Time Warrants in the maximum amount of not exceeding \$9,500.00, bearing interest at the rate of not exceeding 4% per annum, with maximum maturity date not exceeding 3 years from the date of such warrants.

MORRIS ROLSTON, County Judge

AND IT FURTHER APPEARS that on the 13th day of September, 1948, the date set in said

notice for receiving bids, this Commissioners Court did receive bids for the purchase of such road machinery, but did not at that time make any award thereon, and did postpone action thereon, and on the proposed warrants in payment thereof, until the 16th day of October, 1948.

AND IT FURTHER APPEARS AFFIRMATIVELY TO THE COURT that on this the 16th day of October, 1948, the Commissioners Court did consider such bids, and did accept the bid and award to D. M. McClure Equipment Company, Tyler, Texas, a contract for the purchase of such road machinery, briefly described as follows:

One (1) ALLIS-CHALMERS MODEL BD TANDEM DRIVE MOTOR GRADER, DIESEL POWERED, WITH STANDARD EQUIPMENT, f.o.b. TITUS COUNTY, TEXAS \$9,087.84

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS:

I.

That the hereinbefore described contract for the purchase of road machinery be and is hereby ratified and approved.

II.

That for the purpose of paying for such road machinery and the contract therefor, interest bearing time warrants of said County, to be called "TITUS COUNTY ROAD MACHINERY WARRANTS, SERIES OF 1948", be issued and made payable to bearer, in the aggregate sum of \$9,087.84, evidencing the debt of Titus County to said Contractors in payment for such road machinery.

III.

Said warrants shall be dated October 15, 1948, and shall bear interest at the rate of 4% per annum, payable July 1, 1949, and semi-annually thereafter on January 1 and July 1st of each year, which interest is a part of the contract price agreed to be paid for such road machinery.

IV.

Principal and interest of such warrants shall be payable in lawful money of the United States of America, at the office of the County Treasurer of Titus County, at Mt. Pleasant, Texas.

V.

They shall be numbered 1 to 9, inclusive, in the denomination of \$1,000.00 each except No. 1 for \$1,087.84, and shall be made to mature according to the following schedule:

NUMBER	DATE OF MATURITY	AMOUNT
1, 2, 3	July 1, 1949	\$3,087.84
4, 5, 6	July 1, 1950	3,000.00
7, 8, 9	July 1, 1951	3,000.00

VI.

Such warrants shall be signed by the County Judge, countersigned by the County Clerk and registered by the County Treasurer, and the seal of the Commissioners Court of said County shall be impressed upon each of them. Proper provision shall be made on the reverse side of each warrant for the notation of interest payments.

VII.

Such warrants shall contain recitals and be substantially in the following form:

No. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF TITUS
TITUS COUNTY ROAD MACHINERY WARRANT
SERIES OF 1948

The County of Titus, in the State of Texas, for a valuable consideration, acknowledges itself indebted and hereby promises and obligates itself to pay to bearer, at the Office of the County Treasurer, at Mt. Pleasant, Texas, on the 1st day of July, 19__ the sum of

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in lawful money of the United States of America, with interest thereon from the date hereof until paid at the rate of 4% per annum, interest payable July 1, 1949, and semi-annually thereafter on January and July 1st of each year. There are no coupons attached to this warrant. The Treasurer of said County is hereby authorized, ordered and directed to pay to bearer, said interest and principal as they respectively mature. In the event said sum or sums of money shall not be paid at maturity the same shall thereafter bear interest at the rate of 4% per annum until fully paid.

This warrant is one of a series of nine warrants, numbered one (1) to nine (9) inclusive, in denomination of One Thousand (\$1,000.00) Dollars each except No. One (1) for One Thousand and Eighty Seven & 84/100 (\$1,087.84) Dollars, aggregating Nine Thousand Eighty-seven & 84/100 (\$9,087.84) Dollars, issued for the purpose of evidencing the indebtedness of said County for the purchase of road machinery, in accordance with contract therefor, under and by virtue of the Constitution and Laws of the State of Texas, and pursuant to orders made and entered by the Commissioners Court of Titus County, Texas, which orders are of record in the Minutes of said Court.

The date of this warrant, in conformity with the orders above mentioned, is October 15, 1948.

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 the series of which it is a part, have been properly done, have happened and been performed in regular and due time, form and manner, as provided by law; and that the total indebtedness of said county, including this warrant and the entire series of which it is one, does not exceed any Constitutional or statutory limitation; and that provision has been made for the levy and collection of taxes annually for the payment of the principal and interest of this warrant, and of this series of warrants, as the same respectively mature.

IN TESTIMONY WHEREOF, The Commissioners Court of Titus County, Texas, has caused the seal of said Court to be affixed hereto and this warrant to be signed by the County Judge and countersigned by the County Clerk as of the 15th day of October, 1948, and registered by the County Treasurer.

COUNTERSIGNED:

County Clerk

County Judge

REGISTERED this ____ day of _____, 1948.

County Treasurer

VIII.

Substantially the following provisions shall be made on the reverse side of each warrant for notation of the interest payments.

AMOUNT DUE DATE DUE DATE PAID

IX.

IT IS FURTHER ORDERED that the County Judge and the County Clerk and the County Treasurer are hereby authorized and directed to execute and deliver the hereinbefore described warrants to D. M. MCCLURE EQUIPMENT COMPANY, TYLER, TEXAS, without further orders of this Court.

X.

To pay the interest on such warrants and to pay the principal at maturity, a tax at a rate sufficient for said purpose is hereby levied out of the Constitutional road and bridge tax against all taxable property in said County for the year 1949, and for each succeeding year while such warrants, or any of them, are outstanding;

And to pay the interest on such warrants and create a sinking fund with which to pay the principal at maturity, such tax of and at the rate of Four (4%) cents on each one hundred dollars valuation of taxable property in said county is hereby levied for the year 1949, and the same, or so much thereof as may be necessary, and so much more as may be necessary, is hereby levied for each succeeding year while such warrants or any of them are outstanding.

In addition to the foregoing, \$5,347.28 of the 1948 tax is hereby allocated, appropriated, and set aside for the payment of the principal and interest on these warrants which become due in 1949, and the budget of said County is hereby amended to conform to this appropriation.

The foregoing order was read and it was moved by Commissioner Mankine and seconded by Commissioner Ponder that it be passed, and upon the question being called, it was unanimously passed, Commissioners JONES, MOORE, MANKINS and PONDER voting AYE; and no one voting NO.

/s/ Morris Rolston, County Judge

IN THE MATTER OF AFFIDAVIT OF PUBLICATION:

THE STATE OF TEXAS |
COUNTY OF TITUS |

I, the undersigned Publisher of the Daily Times & Times Review, being duly sworn, depose and say that the Daily Times & Times Review is a newspaper of general circulation in Titus County, Texas, which has been regularly published weekly for more than one year preceding the first publication of the notice herein mentioned, and that the herewith attached notice was published in said newspaper on

August 27th, 1948

September 3rd, 1948

/s/ Hugh C. Cross, Publisher

SWORN TO AND SUBSCRIBED before me, this 16th day of October, 1948.

Walterrene Owens, Notary Public in and for
Titus County, Texas.

(SEAL)

Notice that was published attached.

IN THE MATTER OF CERTIFICATE OF NO PROTEST:

THE STATE OF TEXAS |
COUNTY OF TITUS |

We, the undersigned County Judge and County Clerk respectively of Titus County, Texas, hereby certify that since the publication of notice of intention to issue the following described warrants:

NINE (9) TITUS COUNTY ROAD MACHINERY WARRANTS, SERIES OF 1948, dated October 15, 1948, numbered 1 to 9 inclusive, in denomination of \$1,000.00 each except No. 1 for \$1,087.84 aggregating \$9,087.84, bearing interest at the rate of 4% per annum, and maturing serially from 1949 to 1951, inclusive.

NO PROTEST or other objection has been filed with the County Judge or the County Clerk or the Commissioners Court of Titus County by ten per cent or any other number of the qualified voters of said County whose names appear on the last approved tax rolls as property taxpayers, requesting a referendum vote or otherwise protesting or objecting to the issuance of such warrants.

WITNESS OUR OFFICIAL SIGNATURES AND THE SEAL OF SAID COUNTY this 16 day of October, 1948.

Morris Rolston, County Judge

(Comm. Ct. Seal)

Mrs. J. A. Glass, County Clerk

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IN THE MATTER OF BID OF D. M. MCCLURE EQUIPMENT COMPANY, Tyler, Texas:

September 13, 1948.

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS' COURT, TITUS COUNTY, Mt. Pleasant, Texas.

Gentlemen:

We offer to sell you delivered at Titus County, Texas, and make delivery immediately:

- 1 - Allis-Chalmers Model BD Tandem Drive Motor Grader, standard equipment includes Diesel Engine; two rear wheel hydraulic brakes; mechanical parking brake; three section seat; muffler; twelve volt electric generator; battery; starter; two white headlights; two red combination rear and stop lights; dash light; leaving wheel front axle; 12' x 5/8" moldboard with end bits; four 12:00-24 rear pneumatic tires and two 7:50-24 front pneumatic tires with regular tubes. Equipped with V type scarifier.

Delivered any point in Titus County - \$9,087.84

Terms: To suit the Court

Payment to be made in legally issued Titus County warrants on orders and proceedings which you agree to pass at the first regular meeting of the court after arrival and delivery of the machinery. Lithographed warrants to be furnished by us and all expenses of furnishing lithographed warrants to be paid by us. Warrants to contain a clause that the principal and interest after maturity shall bear interest at the rate of four per cent per annum and ten per cent attorney's fees in the event it is necessary to place the warrants or interest coupons in the hands of an attorney for collection.

We enclose herewith certified or cashier's check for \$_____ (5% of the amount of the contract) and enclose bond, if required, issued by a surety company authorized to do business in the State of Texas for the amount of the contract.

D. M. MCCLURE EQUIPMENT COMPANY

By S/ George E. Bronson, General Manager

ACCEPTED FOR Prect. 3, Titus County, Texas.

- S/ Morris Rolston, County Judge
- S/ R. W. Jones, Commissioner
- S/ Neal Moore, Commissioner
- S/ Eugene Mankins, Commissioner
- S/ Jim Ponder, Commissioner

STATE OF TEXAS ()
COUNTY OF TITUS ()

I hereby certify that the foregoing is a true and correct copy of a contract entered into on the 11th day of October, 1948, between Titus County, Texas, and the D. M. MCCLURE EQUIPMENT COMPANY, TYLER, TEXAS, as the same appears of record in the Commissioners' Court Minutes of Titus County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of October, 1948.

Mrs. J. A. Glass, County Clerk,
Titus County, Texas.
By Fay Barrett, Deputy.

(SEAL)

IN THE MATTER OF CONTRACT BOND WITH D. M. MCCLURE EQUIPMENT COMPANY:

No. 15170

CONTRACT BOND (Short Form)

S T A N D A R D
ACCIDENT INSURANCE COMPANY
Detroit, Michigan

KNOW ALL MEN BY THESE PRESENTS, That We,

D. M. MCCLURE EQUIPMENT COMPANY, TYLER, TEXAS (hereinafter called "Principal") and the STANDARD ACCIDENT INSURANCE COMPANY a Corporation organized and existing under the laws of Michigan, and authorized to transact business in the State of Texas (hereinafter called "Surety"), as Surety, are held and firmly bound unto TITUS COUNTY, TEXAS (hereinafter called "Obligee"), as Obligee, in the penal sum of Nine Thousand Eighty-seven and 84/100 -- Dollars

(\$9,087.84), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 7th day of September, A. D. 1948.

WHEREAS, the above bounded Principal has entered into a certain written contract with the above named Obligees, dated the 13th day of September, 1948,

for the furnishing of 1 - Allis-Chalmers Model 8D Tandem Drive Motor Grader, standard equipment includes Diesel Engine; two rear wheel hydraulic brakes; mechanical parking brake; three section seat; muffler; twelve volt electric generator; battery; starter; two white headlights; two red combination rear and stop lights; dash light; leaning wheel front axle; 12'X5/8" mold-board with and bits; four 12:00-24 rear pneumatic tires and two 7:50-24 front pneumatic tires with regular tubes. Equipped with V type scarifier; as per proposal blank furnished the obliges as of Sept. 13 which shall hereafter be termed contract.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

Now, therefore, the condition of the above obligation is such, That if the above bounded Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligees, all loss and damage which said Obligees may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

STANDARD ACCIDENT INSURANCE COMPANY

By /s/ G. L. Powledge, Attorney-in-Fact.

STATE OF TEXAS |

COUNTY OF TITUS |

I, the undersigned authority, 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 a PERFORMANCE BOND executed by said Contractor, D. M. McClure Equipment Company, Tyler, Texas, on the 7th day of September, 1948, as the same appears of record in the Commissioners' Court Minutes of Titus County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of October, 1948.

Mrs. J. A. Glass, County Clerk and Ex-Officio
Clerk of the Commissioners' Court, Titus
County, Texas.
By Fay Barrett Deputy.

(SEAL)

IN THE MATTER OF SIGNATURE NON-LITIGATION CERTIFICATE:

THE STATE OF TEXAS |

COUNTY OF TITUS |

We, the undersigned officers of Titus County, Texas, hereby certify that we did officially sign the following described warrants:

NINE (9) TITUS COUNTY ROAD MACHINERY WARRANTS, SERIES OF 1948, dated October 15, 1948, numbered 1 to 9 inclusive, in denomination of \$1,000.00 each except No. 1 for \$1,087.84 aggregating \$9,087.84, bearing interest at the rate of 4% per annum, and maturing serially from 1949 to 1951, inclusive.

WE FURTHER CERTIFY that at the time of signing said warrants, and also at the time of executing this certificate, we were and are the duly elected, qualified and acting officers of said County as indicated on this certificate, and are authorized to execute said warrants.

WE FURTHER CERTIFY that there is no litigation either pending or threatened or enjoining the issuance and delivery of said warrants, or the levy and collection of taxes in payment thereof, nor in any manner questioning the proceedings and authority by which said warrants are issued, and that none of the proceedings authorizing the issuance of said warrants have been repealed.

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WE FURTHER CERTIFY that neither the corporate existence nor the boundaries of said County, nor the titles of the present officers to their respective offices are being contested.

WE FURTHER CERTIFY that we are acquainted with the official seal of the Commissioners Court of said County and that said seal is affixed to each of said warrants, and that a correct impression of said seal is also affixed to this certificate.

WE FURTHER CERTIFY that we delivered said warrants in payment for the purchase of road machinery for use in the construction and improvement of the public roads of Titus County, Texas, in accordance with orders of the Commissioners Court.

WE FURTHER CERTIFY that Titus County does not have or claim any offset or counterclaim against the hereinbefore described warrants.

WITNESS OUR OFFICIAL SIGNATURES AND THE SEAL OF THE COMMISSIONERS COURT OF SAID COUNTY this 16 day of October, 1948.

Morris Holston, County Judge

Mrs. J. A. Glass, County Clerk

(Comm. Ct. Seal)

Ad S. Rogers, County Treasurer

I HEREBY CERTIFY that the foregoing signatures of the above named officers are genuine.

(BANK SEAL)

Estelle Irvin, Cashier
First National Bank, Mt. Pleasant, Texas.

IN THE MATTER OF STATEMENT OF INDEBTEDNESS, TITUS COUNTY, TEXAS:

THE STATE OF TEXAS |
COUNTY OF TITUS |

I, the undersigned authority, County Treasurer of Titus County, Texas, do hereby certify that the following is a true and correct statement of all indebtedness outstanding against Titus County, Texas, incurred under Article 9, Section 8 of the Texas Constitution and payable from the Constitutional Road and Bridge Tax of said County.

Purpose	Date	Int.	BOND INDEBTEDNESS		Maturities
			Original Amount	Amount Outstanding	
R & B Fdg.	7/1/40	4 1/2%	\$30,000.00	\$16,000.00	\$4,000 1949 6,000 1950-51 1,000 1949-51
R & B Ref.	5/15/42	4 1/2%	25,000.00	23,000.00	5,000 1952-55 1,000 1952-55
R & B Ref.	12/10/45	3 1/2%-4%	18,000.00	18,000.00	3,000 1956 5,000 1957 6,000 1958
R & B Ref.	4/1/47	3 1/2%	29,000.00	28,000.00	1,000 1949-51 2,000 1952 & 53 3,000 1954 & 55 6,000 1956 & 57 3,000 1958
WARRANT INDEBTEDNESS PRESENT ISSUE					
Rd. Machy.	10/15/48	4%	\$ 9,087.84	\$ 9,087.84	\$3,087.84 1949 3,000.00 1950 3,000.00 1951

EXECUTED THIS THE 16th day of October, 1948.

Ad S. Rogers, County Treasurer

IN THE MATTER OF LETTING CONTRACT TO MOVE FENCES ON WILKINSON FARM TO MARKET ROAD:

On this the 11th day of October, 1948, at a regular session of the Commissioners Court of Titus County, Texas, with the following members present, to-wit:

Morris Holston	County Judge (ABSENT)
R. W. Jones	Commissioner Prec. #1
W.C. Moore	Commissioner Prec. #2
Eugene Mankins	Commissioner Prec. #3
Jim Ponder	Commissioner Prec. #4
Mrs. J. A. Glass	County Clerk

came on to be considered the letting of a contract for the removal of fences on the Wilkinson Farm to Market Road from the Franklin County Line to Wilkinson and it appearing to the Court

that bids had been advertised as required by law, and that the low bid was submitted by O. C. Blalock and it further appearing that he is a responsible person and that the contract should be awarded to him; it is therefore ordered that the bid of O. C. Blalock in the sum of \$1,985.00 to move and reset the fences on said Farm to Market Road be accepted and he is hereby awarded the contract for the sum of \$1,985.00 according to the requirements and specifications set out by the Court. The foregoing motion was made by Commissioner Ponder and seconded by Commissioner Jones and upon a vote thereon was declared carried and adopted by Commissioner Moore, Judge Pro Tem.

There being no further Business before the Court, motion made by Commissioner Ponder and seconded by Commissioner Mankins, to adjourn. Motion carried.
