

3-9-64

Motion made by Bryant Holmes that the Court does not allow a raise to Edward Poole for deputy or for extra help at this time. A. D. Hackler seconded the motion. Three commissioners were in favor. They were Bryant Holmes, A. D. Hackler, and Milton Langford.

L. H. McKinley
COUNTY JUDGE

Jim Shockey
COMMISSIONER PRECINCT # 1

Bryant Holmes
COMMISSIONER PRECINCT # 2

M. L. Langford
COMMISSIONER PRECINCT # 3

A. D. Hackler
COMMISSIONER PRECINCT # 4

April 13, 1964

Financial help sought for the Johnnie Shirley family by Mrs. Hall. Motion made by Jim Shockey and seconded by Bryant Holmes to give the family \$50.00.

Jim Shockey

L. H. McKinley

Bryant Holmes

M. L. Langford

A. D. Hackler

February 21, 1964

Commissioners Court met in special session with all members present. Bids for tractor were opened. Motion was made by Bryant Holmes, seconded by Milton Langford to accept bid of Farmers Equipment Company for farm tractor at price of \$3469.51. Purchase to be made on Lease-Purchase agreement with assignment to Farmers & Merchants National Bank. Motion carried. Bids with these minutes.

L. G. McKinley
COUNTY JUDGE

COMMISSIONER PRECINCT 1

Bryant Holmes
COMMISSIONER PRECINCT 2

M. L. Langford
COMMISSIONER PRECINCT 3

A. D. Hackler
COMMISSIONER PRECINCT 4

3-9-64

I, L. G. McKinley, appose to finding out the cost of installation of time clock or the installation of a time clock in the Court House. If we are to economize in the County expenditure, let us start here.

L. G. McKinley
L. G. McKinley, Co. Judge

3-9-64

Commissioners' Court met in regular session. Motion made by Bryant Holmes that Bruce Morris find out how much Time Clock and installation of Time Clock would cost. Ar D. Hackler seconded the motion. Three commissioners were in favor. They were Bryant Holmes, A. D. Hackler, and Milton Langford.

L. G. McKinley
COUNTY JUDGE

Jim Shover
COMMISSIONER PRECINCT #1

Bryant Holmes
COMMISSIONER PRECINCT # 2

M. L. Langford
COMMISSIONER PRECINCT #3

A. D. Hackler
COMMISSIONER PRECINCT # 4

Commissioners Court met in a Special session on April 7, 1964 to canvass the returns on School Election. Those present were Judge L.G. McKinley, Bryant Holmes and Arlan Hackler.

Returns were as follows:

Union Grove:		Ore City at large:	
Precinct 3 at large:		Precinct 2	
Roy Snow	25	Chester Martin	0
		A.W. Williams	2
Precinct 1 at large:		Trustee:	
A.W. Williams	33	C.A. Barton	82
C.L. Martin	2	Rayford Byrd	82
Big Sandy at large:		Wayne Bowers	2
John Prothro	4	Gilmer at large:	
Sherman Davis	2	A.W. Williams	47
Dale Willis	1	C.L. Martin	25
S. Boyd	1	Roy Snow	46
Roy Snow	147	Claude Bowden=	45
East Mountain:		Union Hill at large:	
A.W. Williams	102	Claude Bowden	94
C.L. Martin	107	Diana at large:	
Harmony at large:		A.W. Williams	242
Claude Bowden	57	C.L. Martin	299
Jeffie Hill	2		
Roy Snow	16		

L.G. McKinley
Jim Shores
Bryant Holmes
M.L. Langford
A.D. Hackler

April 13, 1964

Commissioners Court met in regular session and motion was made by A. D. Hackler and seconded by Bryant Holmes to hire an extra girl for the next two months for the County Clerk's office during the absentee elections.

L.G. McKinley
Jim Shores
Bryant Holmes
M.L. Langford
A.D. Hackler

April 13, 1964

Motion was made by Jim Shockey and seconded by M. L. Langford that the proposal as described in the letter of April 9, 1964, from Ivy C. Fuselier, County Judge of Kaufman County, pertaining to Indefinite Commitments of mental patients from Upshur County be accepted.

L.G. McKinley
Jim Shockey
Bryant Helms
M.L. Langford
A.D. Hackler

April 13, 1964

Motion made by A. D. Hackler and seconded by L. G. McKinley to have leak seen about at rock building.

L.G. McKinley
Jim Shockey
Bryant Helms
M.L. Langford
A.D. Hackler

Motion made by Jim Shockey and seconded by M. L. Langford to accept the proposal of Etek Telephone Coop., Inc. as per their letter of Dec. 13, 1963. Court voted to accept the proposal.

L.G. McKinley
Jim Shockey
Bryant Helms
M.L. Langford
A.D. Hackler

Commissioner's Court voted to let Polls continue to be open from 7:00 O'clock A. M. to 7:00 O'clock P. M. as per Election Code.

L.G.
Jim Shockey
Bryant Helms
M.L. Langford
A.D. Hackler



GILMER TEXAS

December 13, 1963

Hon. L. G. McKinley, County Judge
Upshur County Court House
Gilmer, Texas

Dear Judge McKinley:

We are enclosing 6 copies of detailed estimate, 6 copies of detailed plans, 2 copies of affidavit, 5 copies of Permit, 5 copies of contractual agreements, 3 copies of statement, and 5 copies of affidavit of estimated cost for the relocation of lines along highway 271 from Cypress Creek North into Bettie.

I believe that these estimates are self-explanatory and complete except for the Quitclaim, which will be executed and delivered to you at the time of the final billing for this relocation.

Thanking you for your cooperation, I remain,

Yours very truly

ETEX TELEPHONE COOPERATIVE, INC.

Max Moore
Max Moore, Manager

MM:ml

cc: Mr. D. A. Young, District Engineer
State Highway Department
Atlanta, Texas

Motion made by Jim Shockey to hire Robert Alexander as Constable to the unexpired term of M. C. "Crockett" Alexander. Seconded by A. D. Hackler.

Jim Shockey
Commissioner #1

Bruce Holmes
Commissioner #2

M. D. Langford
Commissioner #3

A. D. Hackler
Commissioner #4

L. G. McKinley
County Judge

RESOLUTION ACCEPTING THE PROVISIONS OF
STATE HIGHWAY COMMISSION MINUTE ORDER

THE STATE OF TEXAS | | GILMER, TEXAS
COUNTY OF UPSHUR | | , 1964

MOTION was made by Milton Langford and seconded by Suyant
Belmeis that the Upshur County Commissioners' Court
accept the provisions contained in Minute Order No. 54550 passed by the
State Highway Commission on May 6, 1964 ~~XXXXXX~~ for the improvement
by the Texas Highway Department of the roads described below and that Upshur
County agrees to furnish all required right-of-way free of cost to the State

A Farm to Market Road extending from State
Highway 155 in Big Sandy Northwest to Pro-
posed F.M. Road at Wood County Line, a
Distance of approximately 3.0 miles.

NOTE on the motion was as follows:

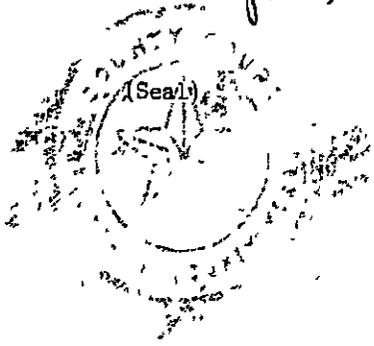
L.H. McKeith _____
Jim Shores _____ M.L. Langford _____
A. D. Hodges _____ A.D. Hodges _____

WHEREUPON the motion was declared carried.

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

I hereby certify that the foregoing is a true and correct copy of
order passed by the Commissioners' Court of Upshur County, Texas,
on May 18, 1964.

Bill Lloyd
Clerk of County Court
Upshur County, Texas



8-54-2142

County of Upshur

The undersigned, County of Upshur, owner of a Lot or Parcel of land in Block 71, fronting 132.3 feet on the South side of Butler Street in the City of Gilmer, Upshur County, Texas, and described as follows, to-wit

Being the west 132.3 feet of Lot # 2 of Block # 71 of the City of Gilmer, Texas

In consideration of improvements including grading, paving and constructing curbs and gutters on the said premises in the said street, under the terms of contract between said City of Gilmer and Longview Construction and Development, Inc., a Texas corporation, and the specifications therein referred to, do promise to pay the said Longview Construction and Development, Inc. or its assigns, at Longview, Gregg County, Texas, the sum of

Four Hundred Fifty Six and 44/100 DOLLARS (\$ 456.44)

being \$ 236.14 for improvements exclusive of curb and gutter, and \$ 218.30 for curb and gutter, being

\$ 1.80 per front foot for improvements exclusive of curb and gutter and \$ 1.65 per lineal foot for curb and gutter, but if frontage of said premises shall exceed the frontage above stated, the cost of such improvements in front of the excess shall be paid to said Longview Construction and Development, Inc. at said rates per foot, and if the frontage shall be less, a deduction shall be made therefor at said rates.

The amount due hereon shall be paid in installments, as follows to-wit In five equal installments due respectively on or before 10 days, one, two, three and four years from date of the completion of the improvements in front of said premises and the acceptance thereof by the City, together with interest from date of such acceptance at the rate of 6 per cent per annum, payable annually

Principal and interest not paid when due shall bear interest from date until paid at the rate of 10 per cent per annum. If default is made in the payment of principal or interest when due, then, at the option of said Longview Construction and Development, Inc. or its assigns, the whole amount then unpaid hereon shall be and become due and be collectible together with reasonable attorney's fees and cost of collection, which shall be paid hereon if incurred

All determinations of the City and its Engineer with reference to said improvements shall be binding upon said owners and said Longview Construction and Development, Inc.

In consideration that said Longview Construction and Development, Inc. shall make such improvements, and to secure the payment of said sums, the undersigned promise to pay said corporation said sums, and do hereby grant it and its assigns, an express contract lien and a constitutional and statutory Mechanic's Lien on said improvements and on said premises, the fee simple title to which subject only to an easement for street purposes, is hereby warranted to extend to, and to be owned by the undersigned to, the center of the street

It is expressly agreed that the City has levied or may levy an assessment against said premises and owners for the pro rata part of the cost of improving the portion of the street included in this contract, and may issue a certificate in evidence of any assessment so levied, and any error or invalidity in any proceedings of the City with reference to making said improvements or assessing or prorating the cost thereof, or in issuing any certificate in evidence of any assessment, is hereby waived. In event of default upon this contract or upon such assessment, the lien hereof and of such assessment may be foreclosed in court, or, at the option of the holder, either or both such liens may be foreclosed by sale of said premises made by Longview Construction and Development, Inc. at the time and place, and after posting notices thereof prior to sale for twenty-one (21) days, as now prescribed by law for sales under deeds of trust. The person making such sale shall execute a deed to the purchaser and all recitals in such deed shall be prima facie evidence of the matters recited

It is expressly agreed that changes in the plans or in the material for such improvements, so long as the improvements actually constructed shall be substantially as good as those provided in said contract with the City, shall not impair the obligation or lien of this instrument, or any assessment, but any and all such changes are hereby agreed to, and acceptance of said improvements by the City shall be conclusive between the undersigned and the said Longview Construction and Development, Inc., as to proper construction of such improvements, and all instructions and determinations of the City and its Engineer, or his representatives, with reference to said improvements shall be binding upon the undersigned and said Longview Construction and Development, Inc. The recital of any matters in any certificate to be issued by the City evidencing the assessment shall be prima facie proof of the matters so recited in any suit upon such certificate or upon this contract.

The obligations and lien of this instrument are collateral to and cumulative of the obligations and liens of any such assessment and certificate, and any payment upon one shall operate as a credit upon the other. This obligation is not conditioned upon the improvement of said street before all property abutting thereon, but improvements may be omitted in front of the property of any owner who does not satisfactorily secure to said Longview Construction and Development, Inc. his pro rata share of the cost of improving said street

All interlinations, alterations, corrections and insertions were made and approved before signing

WITNESS our hand this the 18th day of May, A. D. 1964

Handwritten signatures: L.G. McKinley, Bryant Holmes, M.L. Langford, A.D. Hackler

The State of Texas

THE STATE OF TEXAS

County of Upshur

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L.G. McKinley, Bryant Holmes, M.L. Langford & A.D. Hackler, known to me to be the persons whose names are

subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of May, 1964

County Clerk A.D. Hackler, Notary Public, Upshur County, Texas

THE STATE OF TEXAS

County of

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, known to me to be the person and officer whose name is subscribed

TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER

FROM October 1, 1963 TO December 31, 1963 INCLUSIVE

	Balance Last Report	Am't Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	\$17,760.54	\$111,584.66	\$30,448.43			\$98,396.77	1
2 Salary	815.49	27,482.54	31,330.38	\$5,000.00		1,967.65	2
3 M&B	18,172.05	45,256.99	25,852.36		\$5,000.00	32,576.68	3
4 R&B 1	6,548.94	8,817.69	12,948.78	3,000.00		5,417.85	4
5 R&B 2	11,179.36	6,392.90	13,291.84			4,280.42	5
6 R&B 3	9,811.94	6,985.70	10,974.71			5,822.93	6
7 R&B 4	16,084.53	6,737.91	13,947.04			8,875.40	7
8 Perm Imp	289.99					289.99	8
9 Perm School	1,624.86	14,138.67	687.50			15,075.03	9
10 Social Sec	6,164.98		3,709.88			2,455.10	10
11 Jury	3,834.99	6,048.21	1,934.36			7,948.84	11
12 R&B 3A Int & Skg	14,831.00	4,385.70	125.00			19,091.70	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	5,982.72	46.60	2,551.77		3,000.00	477.55	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	47.50	28.00				75.50	16
17 R.O.W.	4,176.98	741.48	3,695.00			1,222.56	17
18							18
19							19
20 TOTALS	\$117,327.97	\$238,647.05	\$251,497.05	\$8,000.00	\$8,000.00	\$204,477.97	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

18 Ore City ISD Bonds	\$18,000.00	Series J Bonds	\$ 2,320.00
6 Huntington ISD Bonds	6,000.00	8 Livingston ISD Bonds	8,000.00
10 Diboll ISD Bonds	10,000.00	5 City of Gilmer W. S.	5,000.00
9 Newton ISD Bonds	9,000.00	10 Liberty Evlan ISD Bonds	10,000.00
8 Angelina Hospital Bonds	8,000.00	8 Bowie Co. C.S.D. Sch. Bldg. Bonds	3,000.00
9 City of Killeen Gen. Rev. Bonds	9,000.00		
2 Series H Bonds	20,000.00		
		TOTAL ALL BONDS	\$119,380.00

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period
From October 1, 1963
To December 31, 1963
FILED
JAN 15 AM 8 00
CLERK
UPSHUR COUNTY

Date Filed

By [Signature]
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], County Treasurer of Upshur County, who being by me duly sworn upon oath says that the within and foregoing report is true and correct

[Signature] County Treasurer

SWORN TO AND SUBSCRIBED before me, this 13 day of Jan, 1964

[Signature] Clerk
County Court, Upshur County, Texas

BEFORE ME [Signature] County Clerk Upshur County Texas, on this day personally appeared [Signature] County Judge [Signature]

Commissioner Precinct No 1 [Signature] Commissioner Precinct No 2
[Signature] Commissioner Precinct No 3 and [Signature]

Commissioner, Precinct No 4, who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County Texas and find the same to be correct to the best of their knowledge and belief

[Signature]
County Judge

[Signature]
Commissioner Precinct No 1

[Signature]
Commissioner, Precinct No 2

[Signature]
Commissioner Precinct No 3

[Signature]
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 13 day of Jan, 1964

[Signature]
County Clerk, Upshur County, Texas

TREASURER'S QUARTERLY REPORT

BY C. H. Pitman COUNTY TREASURER
 FROM January 1, 1964 TO March 31, 1964 INCLUSIVE

11 12 13 14

Commissioner's Court MIN. 13

	Balance Last Report	Am't Rec Since Last Report	Dishbursements	Transfers In	Transfers Out	62 BALANCE	
1 General	\$98,896.77	\$20,828.28 //	\$ 26,828.12 ?	7	\$ 5,000.00	\$ 87,896.93	1
2 Salary	1,967.65	12,485.44	21,457.77	\$ 5,000.00		-2,204.68	2
3 R&B	32,576.68	7,323.46	2,207.52		14,500.00	23,192.62	3
4 R&B 1	5,117.85	1,324.88	10,363.47	3,000.00		-620.74	4
5 R&B 2	4,280.42	1,187.88	7,805.18	3,000.00		663.12	5
6 R&B 3	5,825.93	1,324.87	13,836.44	5,500.00		-1,185.64	6
7 R&B 4	8,875.40	1,162.87	7,807.97	3,000.00		5,230.30	7
8 Perm Imp	289.99					289.99	8
9 Perm. School	15,076.03	3,656.97	1,031.25			17,101.75	9
10 Social Sec.	2,155.10		2,994.08			-538.98	10
11 Jury	7,948.84	1,053.09	1,441.87			7,560.06	11
12 R&B 3A Int & Skg	19,091.70	1,461.00	3,814.25			16,738.45	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	477.55	20.56				498.11	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	75.50	12.00	22.50			65.00	16
17 R.O.W.	1,222.56	208.20	752.50			678.26	17
18							18
19							19
20	\$204,477.97	\$52,049.50	\$101,162.92	\$19,500.00	\$19,500.00	\$155,364.55	20

LIST OF BONDS AND OTHER SECURITIES ON HAND PERMANENT SCHOOL FUND

16 Ore City ISD Bonds	\$18,000.00	Series J Bonds	\$ 8,300.00
6 Huntington ISD Bonds	6,000.00	8 Livingston ISD Bonds	8,000.00
10 Diboll ISD Bonds	10,000.00	5 City of Gilmer W & S Bonds	5,000.00
9 Newton ISD Bonds	9,000.00	10 Liberty Eylan ISD Bonds	10,000.00
8 Angelina Hospital Bonds	8,000.00	8 Bowie Co. C.S.D. #12 Sch. Bldg. Bonds	8,000.00
9 City of Killeen Gen. Rev. Bonds	9,000.00		
2 Series H Bonds	20,000.00		
		TOTAL ALL BONDS	\$119,300.00

11 12 13 14

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period
1964
CLERK, O. L. LEO
MAY 17 AM 1970
UPSHUR COUNTY
From January 1, 1964
To March 31, 1964 inclusive
Date Filed 4-27-64

By
[Signature]
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME the undersigned authority, on this day personally appeared
[Signature], County Treasurer of Upshur County,
who being by me duly sworn upon oath, says that the within and foregoing report is true and correct

SWORN TO AND SUBSCRIBED before me, this 27th day of April, 1964

County Clerk
County Court, Upshur County Texas

BEFORE ME _____ County Clerk Upshur County Texas on this day
personally appeared _____ County Judge

Commissioner Precinct No 1 _____ Commissioner Precinct No 2
_____ Commissioner Precinct No 3 and _____

Commissioner Precinct No 4 who after being duly sworn by me state under their oath that they
have examined the foregoing County Treasurer's Report of Upshur County Texas and find the
same to be correct to the best of their knowledge and belief

[Signature]
County Judge

[Signature]
Commissioner Precinct No 1

[Signature]
Commissioner Precinct No 2

[Signature]
Commissioner Precinct No 3

[Signature]
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me this 27 day of April
A D 1964

[Signature]
County Clerk Upshur County Texas