

9-7-66

Commissioners' Court met in special session with all members present. Motion was made, seconded and carried to release from depository pledge of Farmers & Merchants National Bank, Gilmer, the following securities held by First National Bank, Dallas on Receipt # 67683 - \$5000.00 City of Blooming Grove, Texas, 4% Waterwork and Sewer refunding Bonds. Motion carried.

W. L. Ruffard

Jim Shover

A. D. Hackler

Byrd A. Jones

FILED
1966 SEP -7 PM 2 30
O. W. LDYD
CLERK, UPSHUR COUNTY.

CITY OF UPSHUR COUNTY
SEP 7 1966
FILED

September 12, 1966

Commissioners Court met in regular session. Motion made by A. D. Hackler, seconded by Jim Shockey to approve County Budget 1967 as read in open court. Copy signed by County Judge and County Clerk. Motion carried.

Jim Shockey
Bryant Holmes
M. L. Langford
A. D. Hackler

SEP 22 1966
CLERK

September 21, 1966

Commissioners' Court met in Special Session with all members present. Motion made by Jim Shockey, second by Bryant Holmes that County Treasurer be authorized to redeem all U. S. Savings Bonds Series J and Series H held as securities by Permanent School Fund of Upshur County. Motion carried.

Jim Shockey
Bryant Holmes
M. L. Langford
A. D. Hackler

THE STATE OF TEXAS
COUNTY OF UPSHUR

WHEREAS, the office of the County Auditor for Upshur County, Texas, has heretofore been established in conformity with law, and is now vacant, and it now becomes the duty of the District Judge having jurisdiction in Upshur County, Texas, to fill such vacancy by appointing a County Auditor; and

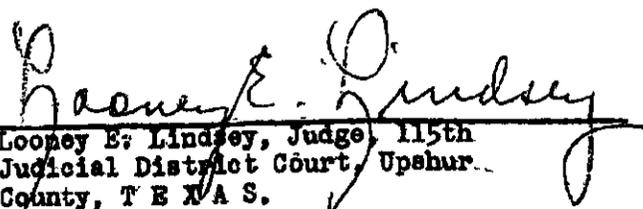
WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set at an amount not less than that paid the County Tax Assessor-Collector per year and has been approved by the Commissioners' Court for that amount;

NOW, THEREFORE, I, Looney E. Lindsey, Judge, 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby re-appoint Bruce Morris, Jr., a qualified person and citizen of Upshur County, Texas, as County Auditor of Upshur County, Texas; and he shall, before entering upon the duties of said office, take and subscribe the oaths prescribed by law, as set forth in Article 1649, Revised Civil Statutes of Texas, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon so qualifying, shall hold said office and discharge the duties thereof for a period of two years from the date he shall qualify under this appointment and until his successor shall be duly appointed and qualified.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Bruce Morris, Jr. shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties and tenure of office.

This order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with appropriate order directing payment of the salary.

Witness my hand at Gilmer, Texas, this 1st day of October, 1966.


Looney E. Lindsey, Judge, 115th
Judicial District Court, Upshur
County, TEXAS.

Pauper's Affidavit

STATE OF TEXAS

County of Upshur

Before me, the undersigned authority, on this day personally appeared Ozella Walton

Ozella Walton who after being by me duly sworn deposes and says:
My name is Ozella Walton

I reside at Box 682 Big Sandy, Texas

I have lived in Upshur County 50 years

I own the following described real estate home

I own the following described personal property none

I am employed by no one

I have the following amount of cash at this time \$

I am a parent of the following named children:
John Hiram Walton age 38

age
age
age

My children own the following described real property and personal property none

I hereby swear that I have no other sources of income or means of support than are named herein, if so, they are none

Signed Ozella Walton

Subscribed and sworn to before me, a Notary Public in and for Upshur County, Texas, this the 22 day of Sept., A D., 1946

Jackie Green Deputy County Clerk
Notary Public, Upshur County, Texas.

WITNESSES STATEMENT

We, the following named citizens of Upshur community of Upshur County, Texas, hereby state that the answers to the foregoing questions are correctly stated, to the best of our knowledge and belief, and that this applicant is in need of assistance.

Jim Shorter
Bryan Stuber
W. L. Langford
Art Walker

ORDER REFERRING BIDS FOR THE PURCHASE OF ROAD OIL

THE STATE OF TEXAS X

COUNTY OF UPSHUR A

ON THIS, the 10th day of October, 1966, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place of said Court in the Courthouse at Gilmer, Texas, and the following members of the Court were present, to-wit:

L. G. MCKINLEY	COUNTY JUDGE, Presiding; and,
JIM SHOCKEY	COMMISSIONER, Precinct No. 1;
BRYANT HOLMES	COMMISSIONER, Precinct No. 2;
M. L. LANGFORD	COMMISSIONER, Precinct No. 3;
A. D. HACKLER	COMMISSIONER, Precinct No. 4;

and among other proceedings had were the following:

The COUNTY JUDGE submitted the following order:

WHEREAS, as the result of advertisement of the County's intention to receive bids for road oil, bids have been received at the time and place designated in the Notice, and it is proper for this Court to refer bids to the County Auditor for tabulation and checking, therefore,

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

All bids received as a result of the advertisement to bidders mentioned in the preamble shall be referred to the County Auditor for tabulation and checking. This Court shall meet at 10:00 A M. on the 14th day of October, 1966, for the purpose of awarding contract and authorizing the issuance of warrants or rejecting all bids received.

The above order having been read in full, it was moved by Commissioner Shockey and seconded by Commissioner

Holmes that the same be passed. Thereupon, the question being called for, the following members of the Court voted "AYE": Commissioners Shockey, Holmes, Langford and Hackler; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record the same in the proper minutes of the Court.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 10th day of October, 1966.

L. H. McKeedy
County Judge, Upshur County, Texas

Jim Shockey
Commissioner, Precinct Number 1

August Holmes
Commissioner, Precinct Number 2

M. L. Langford
Commissioner, Precinct Number 3

A. M. Hackler
Commissioner, Precinct Number 4

NOTICE TO BIDDERS OF UPSHUR COUNTY'S INTENTION
TO PURCHASE CRACKED FUEL OIL FOR THE IMPROVEMENT
OF COUNTY ROADS AND TO ISSUE TIME WARRANTS IN
PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

SEALED PROPOSALS addressed to the Commissioners' Court of Upshur County, Texas, will be received until 10.00 o'clock A. M., on the 10th day of October, 1966, at the office of the County Judge in the Courthouse at Gilmer, Texas, for the furnishing of cracked fuel oil for the improvement of county roads in accordance with the specifications now on file in the office of the County Clerk, and at such time and place all such proposals will be publicly opened and read. The oil desired by the County is described as follows:

14,000 barrels of cracked fuel oil to meet specifications set forth in item 300.2(4), Texas Highway Department, "Standard Specifications for Road and Bridge Construction", adopted January 2, 1962, delivery to be made to the tank trucks of the County at a refinery or point of storage designated by the bidder.

ALL BIDDERS must submit a certified or cashier's check issued by a bank satisfactory to the Commissioners' Court, or a proposal bond given by a reliable surety company authorized to do business in the State of Texas, payable without recourse to the order of Hon. L. G. McKINLEY, County Judge, in an amount not less than 5% of the amount of the proposal or bid as a guarantee that the bidder will enter into contract within ten days after notice of awarding contract to him. Bids without required check or proposal bond will not be considered, and all bids must be submitted on the forms provided, and must specify the delivery place for the oil.

SPECIFICATIONS AND CONTRACT DOCUMENTS may be examined at the office of the County Clerk, without charge, or may be obtained from the office of the County Auditor, Upshur County, Texas

NOTICE IS HEREBY FURTHER GIVEN that it is the intention of the Commissioners' Court of Upshur County to pay all or a part of the contract price by the issuance and delivery to the proper contractor or contractors of the interest-bearing time warrants of Upshur County, the principal and interest of which are to be payable from ad valorem taxes to be levied out of the County's Road and Bridge Fund, such warrants to bear interest at a rate not to exceed FIVE PER CENTUM (5%) per annum, payable annually or semi-annually, and to be issued in the principal sum of not to exceed FORTY THOUSAND DOLLARS (\$40,000), payable serially, the maximum maturity date to be not later than December 31, 1971; and the successful contractor or contractors shall receive such warrants in installments based upon periodic estimates approved by the Commissioners' Court.

The County has made arrangements for the contractor to dispose of such warrants herein mentioned at par value thereof and all bidders shall be governed accordingly.

NO BID may be withdrawn after scheduled closing time for receipt of bids for at least thirty (30) days.

The County reserves the right to reject any or all bids and to award the contract to the bidder or bidders, who in the opinion of the Commissioners' Court offers the proposal to the best interest of the County, and to waive formalities.

S/ L. G. McKinley
County Judge, Upshur County, Texas

SPECIFICATIONS FOR ROAD OIL

Dated September 12, 1966

Upshur County will receive proposals for road oil on the 10th day of October, 1966, at the time and place shown in the notice to bidders attached to these specifications.

Quantity: Up to 14,000 barrels

Time, place, manner of delivery: Delivery to be made at a refinery or point of storage designated in the bid. Delivery will be during the hours of 8:00 A.M. and 5:00 P.M. weekdays and will be made to tank trucks of the County.

All road oil purchased under the proposed contract will be delivered on or prior to October 10, 1968.

Payment: Payment will be made to the Contractor by the delivery of such amount of "Upshur County, Texas, Road and Bridge Warrants, Series 1966" as shall be required but not to exceed \$40,000 in principal amount, any amount not paid in warrants will be paid in cash.

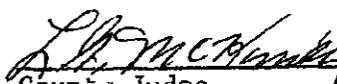
The Commissioners Court, upon approval of the estimate, will authorize the delivery of warrants (in the denomination of \$1,000) to the Contractor. Any amount not paid at the end of the month (by reason of the warrants being in denomination of \$1,000) will be carried forward to the next month.

The County has made arrangements for the Contractor to receive \$1,000 for each \$1,000 warrant upon the assignment of the warrant (without recourse on the contractor) and the Contractor will be obligated to assign the warrants at such price to the party with whom the County has made the arrangements.

The form of estimate or statement to be submitted monthly by the Contractor is made a part of these specifications and is to be used by the Contractor. The estimate shall be submitted to the County Auditor on or prior to the 5th day of each month. Payment shall be made during the second week of each month

Quality and type of road oil:

Cracked fuel oil to meet specifications set forth in item 300.2(4) Texas Highway Department, "Standard Specifications for Road and Bridge Construction" adopted January 2, 1962.


County Judge
Upshur County, Texas

PROPOSAL

October 10, 1966

To: The Commissioners' Court of
Upshur County, Texas

The undersigned, as Contractor, proposes to furnish Upshur County up to 14,000 barrels of cracked fuel oil (meeting the specifications set forth in item 300.2(4) Texas Highway Department, "Standard Specifications for Road and Bridge Construction" adopted January 2, 1962) at the price of Two AND 90/100 Dollars (\$2 90) per barrel of oil delivered into tank trucks of the County.

All oil delivered pursuant to this proposal shall be delivered on or prior to October 10, 1968, and shall be delivered at AMERICAN PETROFINA REFINERY, in MT PLEASANT, Texas.

If contract is awarded to the undersigned, payment will be made for the road oil in accordance with the "Payment" provisions mentioned in the "Specifications for Road Oil" made a part hereof for all purposes upon Estimates to be submitted by the undersigned in substantially the form included in said Specifications.

In accordance with the notice to bidders, a check or proposal bond in an amount of not less than 5% of the total bid (price per barrel x 14,000) is attached as a guarantee written contract will be executed as provided in the notice.

*American Petrofinia
Co of Texas,
George D. Cheal*
Contractor

DO NOT WRITE BELOW THIS LINE UNTIL CONTRACT IS AWARDED

* * * * *

C O N T R A C T

October 10, 1966

THE STATE OF TEXAS

COUNTY OF UPSHUR

It is understood the above Proposal, the "Specifications for Road Oil" dated September 12, 1966, and the Notice to Bidders (as approved by the Commissioners' Court of Upshur County on September 12, 1966) shall constitute the entire contract by and between the parties, and the undersigned Contractor agrees to supply the road oil and the County agrees to pay for it as therein provided.

*American Petrofinia
Co of Texas,
George D. Cheal*
Contractor

L. H. McKinstry
County Judge, Upshur County

D. W. Loyd
County Clerk, Ex-officio Clerk
of the Commissioners' Court of
Upshur County, Texas
(Ct. Seal)

ORDER RATIFYING AND CONFIRMING CONTRACT
AND AUTHORIZING ISSUANCE OF \$40,000
"UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT
WARRANTS", DATED OCTOBER 15, 1966

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

ON THIS, the 13th day of October, 1966, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place of said Court in the Courthouse at Gilmer, Texas, and the following members of the Court were present:

- | | |
|----------------|-------------------------------|
| L. G. MCKINLEY | COUNTY JUDGE, Presiding; and |
| JIM SHOCKEY | COMMISSIONER, Precinct No. 1; |
| BRYANT HOLMES | COMMISSIONER, Precinct No. 2; |
| M. L. LANGFORD | COMMISSIONER, Precinct No. 3; |
| A. D. HACKLER | COMMISSIONER, Precinct No. 4; |

and the following were absent: NONE, constituting a quorum; and among other proceedings had were the following:

The County Judge introduced the following order:

WHEREAS, heretofore, to-wit: on the 12th day of September, 1966, the Commissioners' Court of Upshur County, Texas, passed and adopted an order authorizing County Judge to issue notice of Upshur County's intention to purchase cracked fuel oil for the improvement of County roads and to issue time warrants in payment of all or a portion of the cost thereof; and

WHEREAS, the County Judge issued such notice and caused the same to be published in a newspaper of general circulation in Upshur County once a week for two consecutive weeks, the date of the first publication being not less than fourteen (14) full days prior to the date set for receiving bids; and

WHEREAS, at the time and place stipulated in such notice, this Court did receive proposals or bids based upon specifications approved by this Court, and passed a resolution referring said proposals or bids for tabulation and checking, with a provision that said Court would again convene on the 13th day of October, 1966, to accept the best and lowest secured bid submitted; and

WHEREAS, on this the 13th day of October, 1966, it is affirmatively found by this Court that the lowest and best secured proposal or bid submitted in response to and in conformity with the said notice was submitted by American Petrofina Co. of Texas, Dallas, Texas, in the amount of \$40,600, and

WHEREAS, the Commissioners' Court affirmatively finds and determines that no petition of any kind has been submitted to the County Clerk of Upshur County, Texas, or to any member of the

Commissioners' Court, or to any officer of said County whomsoever, requesting a referendum vote upon the question as to the issuance of bonds for such purpose, or in any manner questioning the awarding of a contract, or the issuance of the interest-bearing time warrants of the County in payment thereof; therefore, this Court is authorized and empowered to proceed with the acceptance of the bid and the awarding of the contract and the authorization of the issuance of warrants in payment of all or a portion of the cost thereof; and,

WHEREAS, it is affirmatively found and adjudged that the awarding of such contract and the issuance of the time warrants herein authorized will not exceed any constitutional or statutory authority of this State; and,

WHEREAS, the County and the aforesaid Contractor have entered into an agreement whereby the latter will accept delivery of time warrants of said County in payment of all or a portion of the contract price, and accordingly the County and the aforesaid Contractor have executed the following contract:

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

SECTION 1: That the aforementioned proposal or bid for furnishing cracked fuel oil for use in improvement of County roads in accordance with specifications duly made and provided, is hereby approved and accepted, and the execution of the contract for and on behalf of the County (in the form provided in the preamble) by the County Judge and County Clerk is hereby authorized, ratified and confirmed as a binding and valid contract of said County.

SECTION 2: That in accordance with the notice hereinabove referred to, and pursuant to the provisions of the contract hereinabove mentioned, and under and by virtue of the Constitution and statutes of the State of Texas, the time warrants of Upshur County, Texas, to be known as "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS", be and same are hereby authorized to be issued in the principal sum of FORTY THOUSAND DOLLARS (\$40,000), dated October 15, 1966.

SECTION 3: That said warrants shall be numbered consecutively from One (1) through Forty (40); shall each be in denomination of One Thousand Dollars (\$1,000); and shall mature serially, without right of prior redemption, on December 15 in each year in accordance with the following schedule:

<u>WARRANT NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY</u>	<u>AMOUNT</u>
1 to 10	1968	\$10,000
11 to 20	1969	10,000
21 to 30	1970	10,000
31 to 40	1971	10,000

SECTION 4: That said warrants shall bear interest from date to maturity at the rate of FIVE PER CENTUM (5%) per annum, such interest to be evidenced by proper coupons attached to each of said warrants, and said interest shall be payable on June 15, 1967, and semi-annually thereafter on December 15 and June 15 in each year.

SECTION 5: That both principal and interest on 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 and surrender of warrants or proper coupons at FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder at FIRST NATIONAL BANK, Gilmer, Texas.

SECTION 6: That said warrants shall be signed by the County Judge, attested and countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners' Court of said County shall be impressed on each of said warrants, and the facsimile signatures of the County Judge and County Clerk may be lithographed or printed on the interest coupons and shall have the

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same effect as if signed by said officers in person; 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 7: That the form of said warrants, the interest coupons, and the certificate appearing on the back of each of said warrants shall be substantially as follows:

NO. _____ UNITED STATES OF AMERICA \$1,000
STATE OF TEXAS
COUNTY OF UPSHUR

UPSHUR COUNTY, TEXAS
ROAD IMPROVEMENT WARRANT

The COUNTY OF UPSHUR, 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 AMERICAN PETROFINA CO. OF TEXAS, Contractor, or bearer, on the FIFTEENTH DAY OF DECEMBER, 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 to maturity at the rate of FIVE PER CENTUM (5%) per annum, payable on June 15, 1967, and semi-annually thereafter on December 15 and June 15 in each year, both principal and interest being payable at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder at FIRST NATIONAL BANK, Gilmer, Texas, without exchange or collection charges to the owner or holder, and interest falling due on or prior to maturity hereof is payable only upon presentation of the interest coupons hereto attached as they severally become due; and the Treasurer of said County is hereby authorized, ordered and directed to pay to said Contractor, or bearer, the said principal sum, together with interest thereon, evidenced by coupons attached hereto, and payable at the paying agencies named above, out of and from money belonging to the sinking fund of this series of warrants, levied, assessed, and created for the purpose of paying the principal of and interest on the indebtedness hereby evidenced.

THIS WARRANT is one of a series, the authorized principal sum of which is FORTY THOUSAND DOLLARS (\$40,000), in accordance with a 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 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 Road and Bridge 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 Upshur 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; and the interest coupons hereto attached to be executed by the lithographed or printed facsimile signatures of the County Judge and County Clerk; the date of this warrant, in conformity with the order above referred to, being the FIFTEENTH DAY OF OCTOBER, 1966.

County Judge, Upshur County, Texas

ATTESTED AND COUNTERSIGNED:

County Clerk, Upshur County, Texas

REGISTERED: This the ____ day of _____, 19__.

County Treasurer, Upshur County, Texas

(FORM OF INTEREST COUPON)

NO. _____ ON THE FIFTEENTH DAY OF _____, 19__ \$ _____

the COUNTY OF UPSHUR, a body corporate and politic of the State of Texas, hereby promises to pay to AMERICAN PETROFINA CO. OF TEXAS, Contractor, or bearer, at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or at the option of the holder at FIRST NATIONAL BANK, Gilmer, Texas, the sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States of America, without exchange or collection charges to the owner or holder,

said sum being _____ months' interest due that day on "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANT", dated October 15, 1966. Warrant No. _____.

County Clerk

County Judge

ASSIGNMENT

THIS IS TO CERTIFY that AMERICAN PETROFINA CO. OF TEXAS, Contractor, has received the within warrant and annexed interest coupons from Upshur County, Texas, in part 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 13th day of October, 1966, and FOR VALUE RECEIVED the said Contractor hereby transfers, assigns, sells, and delivers to bearer, without recourse, all its rights, title, and interest in and to the within principal warrant and interest coupons thereto attached, 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 therefor.

AMERICAN PETROFINA CO. OF TEXAS

By _____
Its

SECTION 8: 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 road oil is supplied, which estimates shall be duly audited, approved and allowed by the Commissioners' Court prior to delivery of such 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 Contractor, as and when estimates have been submitted, approved, and allowed by the Commissioners' Court, 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 may be carried forward into the succeeding estimate or estimates, and the balance of the contract in the amount of \$600.00 and any odd amount due said Contractor by reason of any change orders in the contract price shall be paid in cash out of funds on hand legally available for the purpose and unappropriated to any other purpose. The sum of \$600 is hereby appropriated (out of funds legally available for this purpose) to pay the balance of the contract price.

SECTION 9: IT IS FURTHER ORDERED that a special fund, to be designated "SPECIAL ROAD IMPROVEMENT WARRANT FUND", shall be set aside out of the Constitutional Road and Bridge Fund Tax of Upshur 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 or any interest thereon 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 or any interest thereon 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 funds, full allowance being made for delinquencies and costs of collection, shall be and is hereby levied for each year, respectively, and said tax shall each year be assessed and collected and applied to the payment of the principal of and interest on said warrants, PROVIDED, HOWEVER, that to pay the interest to become due on June 15, 1967, there is hereby appropriated out of funds on hand in the Road and Bridge Fund (which amount is legally available for such purpose and unappropriated for any other purpose) the sum of \$1,333.34, and such amount shall be used only for the purpose of paying the installment of interest to become due on said date. The County Treasurer is directed to deposit such sum to the credit of the said interest and sinking fund immediately upon the adoption of this order. 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 that 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 indebtedness.

The above order having been read in full, it was moved by Commissioner Shockey and seconded by Commissioner Holmes 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 Shockey, Holmes, Langford and Hackler voting "AYE", and none voting "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper Minutes of the Court.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 13th day of October, 1966.

L. G. McHenry
County Judge, Upshur County, Texas

Jim Shorkey
Commissioner, Precinct No. 1

Burton Holmes
Commissioner, Precinct No. 2

W. L. Longford
Commissioner, Precinct No. 3

A. D. Hacker
Commissioner, Precinct No. 4

TREASURER'S QUARTERLY REPORT

BY Upshur COUNTY TREASURER
 FROM 7-1-66 TO 9-30-66 INCLUSIVE

	Balance Last Report	Amt Rec Since Last Report	Disbursements	Transfers In	Transfers Out	BALANCE	
1 General	47,606.82	2,389.58	30,352.55		4,000.00	15,643.85	1
2 Salary	3,536.12	16,049.76	23,955.54	10,000.00		5,630.34	2
3 R&B	19,789.60	866.95	7,783.92		6,000.00	6,872.63	3
4 R&B 1	25,077.74	10,737.67	21,905.38			13,910.03	4
5 R&B 2	16,065.97	10,649.52	17,068.53			9,646.96	5
6 R&B 3	18,903.37	10,665.67	16,038.73			13,530.31	6
7 R&B 4	20,499.80	10,709.54	11,917.84			19,291.50	7
8 Perm Imp	289.99					289.99	8
9 Perm School	4,884.81	3,639.59	1,997.75			6,526.65	9
10 Social Sec	13,974.51		4,637.19			9,337.32	10
11 Jury	3,653.78	144.38	2,588.18			1,209.98	11
12 R&B JA Int & Skg	19,319.80	96.89	688.75			18,727.94	12
13 R&B 1B Avail							13
14 Road Dist 1-C Avail	573.51	5.70				579.21	14
15 Road Dist 1-C Int & Skg							15
16 Upshur Law Library	196.14	150.00				346.14	16
17 R. O. W.	6,485.99	174.84				6,660.83	17
18							18
19							19
20	200,857.95	66,280.09	138,934.36	10,000.00	10,000.00	128,203.68	20

LIST OF BONDS AND OTHER SECURITIES ON HAND

PERMANENT SCHOOL FUND

18 Ore City ISD Bonds	18,000.00	8 Bowie Co. C.S.D. #42 Sch. Bldg. Bonds	8,000.00
6 Huntington ISD Bonds	6,000.00	6 Rd. Dist. A Upshur Co. Bonds	6,000.00
9 Newton ISD Bonds	9,000.00	15 Central Hgts. ISD Bonds	15,000.00
8 Angelina Hosp. Bonds	8,000.00	10 Diboll ISD Bldg. Bonds	10,000.00
9 City of Killeen Gen. Rev. Bonds	9,000.00	5 Leander ISD Bonds	5,000.00
8 Livingston ISD Bonds	8,000.00	2 Series H Bonds	20,000.00
7 West Sabine ISD Bonds	7,000.00	2 Series J Bonds	8,300.00
5 City of Gilmer Water & Sewer Bonds	5,000.00		
5 Liberty Eylau ISD Bonds	10,000.00		
		TOTAL ALL BONDS	152,300.00

Commissioner's Court MIN. 13

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From 7-1-66

To 9-30-66 Inclusive

Date Filed

B3

County Treasurer Upshur County

CLERK, UPSHUR COUNTY
D. W. LOYD

1966 NOV -2 AM 8 32

FILED

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

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

Upshur County Treasurer
SWORN TO AND SUBSCRIBED before me this 31 day of Oct, 1966

O. W. Loyd Clerk
County Court Upshur County Texas

BEFORE ME O. W. Loyd County Clerk Upshur County Texas, on this day personally appeared L. H. McHenry County Judge, Jim Shockey Commissioner, Precinct No 1, Bryant Hobbes Commissioner Precinct No 2, Walter Luffman Commissioner, Precinct No 3 and A. D. Hackler 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

L. H. McHenry
County Judge

Jim Shockey
Commissioner Precinct No. 1

Bryant Hobbes
Commissioner, Precinct No 2

W. L. Luffman
Commissioner, Precinct No 3

A. D. Hackler
Commissioner Precinct No 4

SUBSCRIBED AND SWORN TO Before me, this 31 day of Oct,
A D 1966

O. W. Loyd
County Clerk Upshur County Texas

