

May 4, 1967

Commissioners Court met in regular session with all members present. Motion made and seconded to approve the election returns of the Big Sandy - Hawkins School Consolidation.

For consolidation 233
Against consolidation 178
Names were on tally list of 420 but on returns there were only 411.

✓ L. B. Goff
✓ Jim Shoemaker
✓ Bryant Holmes
✓ M. D. Langford
✓ A. D. Hackler



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS
March 21, 1967

Commissioners Court met in special session with all members present. Motion made by Bryant Holmes, second by Milton Langford to release from Depository Pledge of Farmers & Merchants National Bank, Gilmer the following securities:

\$5000.00 Gilmer I & D 3% Schoolhouse Bonds, Series 1959.
Due April 1, 1967.
Securities held by First National Bank, Dallas on receipt number 25069.

Motion Carried.

✓ L. B. Goff
✓ Jim Shoemaker
✓ Bryant Holmes
✓ M. D. Langford
✓ A. D. Hackler

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, O. W. Loyd, County Clerk
 of the County of Upshur and State of Texas, having
 full confidence in Dottie Gipson of said County and State, do hereby
 with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein,
 nominate and appoint the said Dottie Gipson my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said
County Clerk of said County and State, hereby ratifying
 and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 1 day of May 1967
O. W. Loyd
 of Upshur County, Texas.

THE STATE OF TEXAS,

County of Upshur } BEFORE ME,
Notary Public in and for Upshur County, Texas,
 on this day personally appeared O. W. Loyd
County Clerk known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same
 for the purposes and considerations therein expressed.

Given under my hand and seal of office at Gilmer, Texas,
 this 1 day of May 1967

Cather Beck

Notary Public, Upshur County
Texas

OATH OF OFFICE

"I, Dottie Gipson

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of
County Clerk
 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the
 United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly
 paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised
 any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected.
 So help me God."

Subscribed and sworn to before me, this 1 day of MAY 1967

Dottie Gipson

Cather Beck

Notary Public, Upshur County Texas

NOTE: Article 1, Section 1, of the Constitution before amendment in November 1890 was worded differently as to persons elected and those appointed to office. This Article, as amended, makes no such provisions, so all officers, whether elected or appointed, take the same oath.

TEXAS DEPARTMENT OF AGRICULTURE

Bond No. 67257-17-621-63 BOND OF PUBLIC WEAIGHER OR DEPUTY PUBLIC WEAIGHER Amount of Bond \$ 2,500.00

KNOW ALL MEN BY THESE PRESENTS: That we; Exp. Date

Dee Alexander of Gilmer Texas as principal and United States Fidelity and Guaranty Company of Baltimore Maryland as surety

are held firmly bound unto the State of Texas in the sum of \$ 2,500.00 for the payment of which we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents:

INDEPENDENT PUBLIC WEAIGHER

Whereas the above bounden Dee Alexander is in all things qualified to act as an Independent Public Weigher (Under Article 5704 of Public Weigher Law) in and for Justice Precinct No. Upshur County, Texas at Gilmer Texas;

INDEPENDENT, ELECTED AND DEPUTY TO ELECTED PUBLIC WEAIGHERS USE LINES BELOW

Approved in open court, this the 21st day of March A. D. 19 67 Filed for record, this the 24th day of April A. D. 19 67 Book page Bond records of Upshur County, Texas on the day of A. D. 19 County, Texas

GOVERNOR APPOINTED, ELECTED AND DEPUTIES USE LINES BELOW

Whereas the above bounden of Texas on the day of A. D. 19 was by as Public Weigher in and for Texas;

Now, therefore, the condition of the above obligation is such that if the said shall fully qualify as a Public Weigher under the provisions of the Texas Public Weigher's Law and all relative rules and regulations, and shall accurately weigh, or measure all produce tendered to him for weighing or measuring, and all certificates of weights issued by him shall represent true and accurate weight of the produce so weighed, and shall discharge all duties required of him by law, and shall not permit any one to molest, mutilate or destroy any article, produce or commodity while in his possession, then this obligation shall be null and void, otherwise to remain in full force and effect.

Witness our hands this 21st day of March 19 67

United States Fidelity and Guaranty Company By Richard C. Barnes Surety Dee Alexander Principal

THE STATE OF TEXAS County of Upshur

Before me Ross Underwood a Notary Public, on this day personally appeared Dee Alexander known to me to be the person whose name is subscribed to the foregoing instrument as principal and acknowledged to me that he signed and executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Gilmer, Texas this The 24th day of April A. D. 19 67 Ross Underwood Notary Public in and for Upshur County, Texas

TDA 3106A

THE STATE OF TEXAS

OATH OF OFFICE

I, Dee Alexander, do
 solemnly swear (or affirm), that I will faithfully execute the duties of the office
 of Independent Public Weigher
 _____ of the State of Texas, and
 will to the best of my ability preserve, protect, and defend the Constitution and
 laws of the United States and of this State; and furthermore solemnly swear (or
 affirm), that I have not directly nor indirectly paid, offered, or promised to pay,
 contributed, nor promised to contribute any money, or valuable thing, or promised
 any public office or employment, as a reward for the giving or withholding a vote
 at the election at which I was elected, or to secure my appointment. So help me
 God.

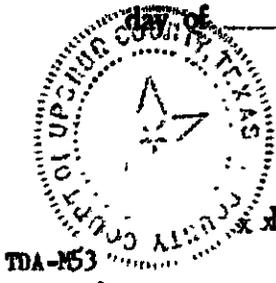
Dee Alexander

SWORN TO and subscribed before me this 25

day of April, 1967

 O. W. Loyd; County Clerk

 Notary Public, Upshur County, Texas.
 By Lynn Quinn Deputy



THE STATE OF TEXAS, X

COUNTY OF UPSHUR X

WE, the undersigned, who are legal and qualified voters of the East Mountain Independent School District No. 907 of Upshur County, Texas, present this Petition to the Honorable County Judge of Upshur County, Texas, for the purposes of showing said County Judge that a sufficient number of the qualified voters of East Mountain Independent School District No. 907 wish to consolidate said East Mountain Independent School District No. 907 and the Gilmer Independent School District No. 902 with each other for school purposes, and petition said Honorable County Judge to order an election in the East Mountain Independent School District No. 907 for the purposes of submitting the proposition to the voters to determine whether or not a majority of the qualified voters of the East Mountain Independent School District No. 907 want the East Mountain Independent School District No. 907 and the Gilmer Independent School District No. 902 to consolidate with each other.

That said School Districts have contiguous boundary lines and constitute one continuous territory

WHEREFORE, premises considered, petitioners pray that the said Honorable County Judge of Upshur County, Texas, determine that this Petition is signed by twenty, or more, qualified voters of the East Mountain Independent School District No. 907, and that the two said school districts have contiguous boundary lines and constitute one continuous territory, and that an election be called for the purposes of submitting the proposition to the voters to determine whether or not a majority of the voters of

the East Mountain Independent School District No. 907 desire that the East Mountain Independent School District No. 907 and the Gilmer Independent School District No. 902 be consolidated with each other.

W. H. Hill
Mrs. Williams M. Hallford

Wilson Rask
Gena Rask

A. L. Bond
Peggy Bonds

Chris Hill
Mavis Hill

W. K. Brownell
Mrs. S. R. Brownell
Les Brown

Mrs. F. C. Brown,

Mrs. John C. White

Mrs. Lawrence Elms

Charles V. Elms

Estella Skinner

Christa Thomas

Annie Bell. Palmer

Byron Palmer

Clara Palmer

Tommy Palmer

E. L. Johnson

Alice Johnson

Willie Carter

Larah Carter

Nannagoye's Carter

Tora Beasley

H. G. Taylor

Mrs. H. Taylor

Oliver Taylor

~~John Taylor~~

John H. Sullivan

Mrs. J. H. Sullivan

~~Mary H. Jones~~
~~Juanita Hays~~

Ellis Jones Fay Lambert
Juanita Lambert

Florence Jones H. H. Oyle

Cressie Jones Mrs Frank Peyle

Jessie Jones Mrs Laine Voss

Maria Jones Mrs. Jim Voss

P. H. Crane S. B. Woods

Dotie Carter Mrs L B Woods

Mozell Crane Alton Davis

Walter B. Allen Barbara Stevens

Walter B. Allen Jack Stevens

George H. Payne Jay Willie

W. Preston Crane Mrs Jay Willie

Edell Peyle
H. Allen Peyle

(31)

Cuffard Caldwell	J W Thomas
Norma Caldwell	Mrs. Euna Berry
August P. Thomas	Aubrey Davis
Francis A Thomas	Mrs. Aubrey Davis
Aurwitcher	C. C. Farr
Betty Lee Witcher	Mrs. C. C. Farr
S. M. Alford	L. A. Black
Walter G. Collins	Mrs L A Black
Blanche Collins	Buster B Thomas
W & Witcher	Johnnie Jase Thomas
Loren Witcher	Idell Puckett
Jessie Witcher	Mrs Ralph Pritchett
Arnold Witcher	Ralph Pritchett
Willie Pearce	J. H. Black
G. F. Pearce	S. R. Berry
L. H. Hensworth	Agnes Shirley
Maude E. Hensworth	J. J. Shirley
Carrie Caldwell	Henna Witcher
Joe Caldwell	M
Mrs Ruby Sanders	Tommy A. Gibson
J. J. Thomas	June Gibson
Billie Thomas	C. C. Witcher
Ch. M. M. M.	Gladys Porter
Spura M. M.	Mildred Penick
Essie R. Owens	L. Penick Jr.
Mary A. Owens	E. R. Hamast
Mrs. J. W. Thomas	Mrs E. R. Hamast
	Stacy J. Rice
	Carl Trice
	Eva Trice

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Mrs. Robert Langdon
 Dulbert J. Gunn
 Carson M. Merris
 Mrs. Carson M. Merris
 Mrs. James L. Boone
 Mr. James L. Boone

E. L. Shaw.

Essie Mae Shaw
 Dick Meadows
 Lorene Meadows
 D. E. Floyd
 Mrs. V. E. Floyd
 Mrs. Cantrell Floyd
 Cantrell Floyd

Henry Jones
 May O. Jones
 Vol. O. Hagler

Maion Hagler
 Jessie Mae Jones
 Luther Shaw

Abner Hawkins
 Mrs. Abner Hawkins
 Edger Kilgus

Mrs. Edger Kilgus

Billy Mc Lendon
 Mrs. Billy Mc Lendon

Mrs. Boyd Stracene
 Boyd Stracene

S. R. Pruitt
 Mrs. S. R. Pruitt

Leif H. Gress
 Shelle May Gress

Mrs. C. L. Jenkins

Mrs. G. C. Hill Sr.
 G. C. Hill Sr.

Mrs. Lorenza Shaw
 Lorenza Shaw
 Mrs. Neal Stanley
 Neal Stanley
 Ellie E. Hagler
 Mary Jo Hagler

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THE STATE OF TEXAS, I

COUNTY OF UPSHUR I

WE, the undersigned, who are legal and qualified voters of the Gilmer Independent School District No. 902 of Upshur County, Texas, present this petition to the Honorable County Judge of Upshur County, Texas, for the purposes of showing said County Judge that a sufficient number of the qualified voters of the Gilmer Independent School District No. 902 wish to consolidate said East Mountain Independent School District No. 907 and the Gilmer Independent School District No. 902 with each other for school purposes and petition said Honorable County Judge to order an election in the Gilmer Independent School District No. 902 for the purposes of submitting the proposition to the voters to determine whether or not a majority of the qualified voters of the Gilmer Independent School District No. 902 want the East Mountain Independent School District No. 907 and the Gilmer Independent School District No. 902 to consolidate with each other.

That said School Districts have contiguous boundary lines and constitute one continuous territory.

WHEREFORE, premises considered, petitioners pray that the said Honorable County Judge of Upshur County, Texas, determine that this petition is signed by twenty, or more, qualified voters of the Gilmer Independent School District No. 902, and that the two said school districts have contiguous boundary lines and constitute one continuous territory, and that an election be called for the purposes of submitting the proposition to the voters to determine whether or not a majority of the voters of the Gilmer Independent School District No. 902 desire that the East Mountain Independent School District No. 907 and the Gilmer

Independent School District No 902 be consolidated with each other.

E. L. Peterson

H. H. Wilson

Ronald W. Tucker

Leicester F. Benson

James A. Pruitt

Billy J. Hogg

Dr. Joe Kennedy

Mrs. Ray H. Drenie

J. M. Marshall

Mrs. Ray Shaw

Mrs. Earl Atkinson

Willie

Rev. M. Lacey

Leonard F. Smith

Bevil Kell

Mrs. Maxwell G. McNeil

Dr. Bob E. Stone

J. M. Benson

Geo. H. Heath

James Benson

Edwin C. Colverman

Vernon R. Noble

Mrs. Virginia E. Noble

Des. Alexander

Raymond Field

NOTICE OF ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS, X

COUNTY OF UPSHUR X

TO THE QUALIFIED VOTERS OF THE HEREINAFTER NAMED SCHOOL DISTRICTS:

TAKE NOTICE that an election will be held on the 15th day of April, 1967, in East Mountain Independent School District No. 907 and Gilmer Independent School District No. 902, at the place, in the manner, and on the proposition set forth in the attached copy of an Order for Election to Consolidate Districts, duly entered by the County Judge of Upshur County, State of Texas, on the 24th day of March, 1967. Said attached Order for Election to Consolidate Districts being made a part of this notice for all intents and purposes.


 L. G. M. KINLEY, Judge, County
 Court, Upshur County, Texas

SHERIFF'S CERTIFICATE OF POSTING NOTICE OF
ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS, X
COUNTY OF UPSHUR X

I, the undersigned, Sheriff of Upshur County, Texas, do hereby certify that the foregoing is a true and correct copy of the Notice of Election to Consolidate Districts giving notice of the election therein mentioned, and that I posted a true and correct copy of said Notice at the following places, to-wit:

1. In East Mountain Independent School District, No. 907, at the following three public places:

- (1) Rack Dr East Mt.
- (2) Morris Dr Greenwood
- (3) Townsend Ave - Sand Hill

2. In Gilmer Independent School District No. 902, at the following three public places:

- (1) Court House V
- (2) City Hall Nelson Bros -
- (3) Elkman Dr Powell V

on the 24 day of March, 1967, which posting was done not less than 20 full days prior to the date fixed for said election.

I further certify that the election order thereto attached and made a part of said Notice of Election to Consolidate Districts is a true and correct copy of an Order adopted by the County Judge of Upshur County, Texas, on the 24th day of March, 1967.

Witness my hand this the 24th day of March, 1967.

Doyle Johnson
SHERIFF, UPSHUR COUNTY, TEXAS
BY Jack Smith
DEPUTY

ORDER OF
ELECTION TO CONSOLIDATE DISTRICTS

THE STATE OF TEXAS,)
COUNTY OF UPSHUR)

WHEREAS, on the 14th day of March, 1967, a petition was presented to me for an election to be held in each of the following named school districts located in Upshur County, Texas, to-wit: East Mountain Independent School District No. 907 and Gilmer Independent School District No. 902, both of Upshur County, Texas, on the question of determining whether or not a majority of the legally qualified voters of said districts desire to be consolidated with each other

It appearing that each of said contiguous districts have been properly established and created and are legally and validly existing school districts;

THEREFORE, I in my capacity of County Judge of Upshur County, Texas, do hereby order that an election be held on the 15th day of April, 1967, in East Mountain Independent School District No. 907, and Gilmer Independent School District No. 902, to determine whether or not a majority of the legally qualified voters of said districts desire that they shall be consolidated as indicated above for school purposes.

I further order that said election shall be held at the following places in said districts and the following named persons are hereby appointed presiding judges and they shall select two judges and two clerks to assist them in holding the same and they shall, within five days after said election has been held, make due return thereof to the Commissioners' Court of this County as is required by law for holding a General Election:

1. In East Mountain Independent School District No. 907, at the following places:

(1) School building in East Mountain, with Milton Rash, as Presiding Judge;

(2) Church of Christ at Sand Hill, with Elwin Shaw as Presiding Judge;

(3) Piedmont Baptist Church, at Piedmont, with N. L. Finch as Presiding Judge; and

(4) Glen wood Community Center at Glenwood, with Lawrence Penick as Presiding Judge.

2. In Gilmer Independent School District No. 902, at the Gilmer School Administrative Office, 108 North Trinity Street, Gilmer, Texas, with Grady Leard as Presiding Judge.

All persons who are legally qualified voters of this State and of this County and who are resident voters in said Districts shall be entitled to vote in said election, and all voters who favor the proposition to consolidate the said Districts for school purposes shall have written or printed on their ballots, the words:

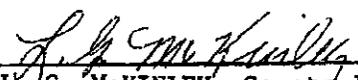
"FOR CONSOLIDATION"

And those opposed to the proposition to consolidate the said Districts for school purposes shall have written or printed on their ballots, the words:

"AGAINST CONSOLIDATION"

Notice of said Election shall be given by posting three notices thereof in three public places within the boundaries of said District for twenty days prior to the date of said election.

DATED this 24th day of March, 1967.


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

AN ORDER RELATING TO THE CANVASS OF THE RETURNS
OF THE ELECTION FOR CONSOLIDATION OF THE HAWKINS
AND BIG SANDY INDEPENDENT SCHOOL DISTRICTS..

THE STATE OF TEXAS X
X
COUNTIES OF UPSHUR X
AND WOOD X
BIG SANDY INDEPENDENT SCHOOL DISTRICT

WHEREAS, on the 4th day of April, 1967, the County Judge of Upshur County, Texas, ordered that an election be held in the BIG SANDY INDEPENDENT SCHOOL DISTRICT to determine whether the said District would be consolidated with the HAWKINS INDEPENDENT SCHOOL DISTRICT and on the same day the County Judge of Wood County, Texas, ordered that an election be held in the HAWKINS INDEPENDENT SCHOOL DISTRICT to determine whether that District would consolidate with the BIG SANDY INDEPENDENT SCHOOL DISTRICT; and,

WHEREAS, in both of the aforesaid instances it was provided that an election would be held in the said school districts on the 29th day of April, 1967, and,

WHEREAS, from the returns of the election, it appears that in the Hawkins District _____ votes were cast "FOR CONSOLIDATION" and _____ votes were cast "AGAINST CONSOLIDATION;" that in the Big Sandy District 233 votes were cast "FOR CONSOLIDATION" and 178 votes were cast "AGAINST CONSOLIDATION" and that said election did not carry.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT of Upshur County, Texas:

SECTION 1: All of the recitals contained in the preamble of this Order are found as a fact and brought forward and made a part of this Order.

SECTION 2: That the proposition for the consolidation of the Districts mentioned in the preamble of this Order was not sustained at the election and the said Districts shall not be consolidated as the result of the aforesaid election.

Upon motion of ~~Commissioner~~ _____

and seconded by ~~Commissioner~~ _____, the above

order was passed by the following vote: Commissioners Shockey,
Holmes, Langford, and Hackler voting "AYE"; and none voting "NO."

PASSED AND APPROVED this the 1 day of May, 1967

J. L. McKinley
County Judge, Upshur County, Texas

ATTEST:

D. W. Laid
County Clerk, Upshur County, Texas



ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 8 day of May 19 67, the Commissioners' Court of Upsker County, Texas, was duly convened as a Board of Equalization, at the regular meeting place at the Court House in the town of Gilmer Upsker County, Texas, for the purpose of equalizing the value of all taxable property, located in said County, for the purposes of taxation for the year 19 67, with all members of said Court, viz

- L. G. McKinley County Judge
- Yon Stasley Commissioner, Precinct #1
- Bryant Palmer Commissioner, Precinct #2
- M. R. Langford Commissioner, Precinct #3
- A. D. Hatcher Commissioner, Precinct #4

present and participating.

That upon convening of said Board, and prior to entering upon their duties as a Board of Equalization, each of the above named members took and subscribed to the following oath:

"I, _____, a member of the Board of Equalization of Upsker County, Texas, for the year A.D., 19 67, hereby solemnly swear.

"That in the performance of my duties as a member of such Board for said year, I will not vote to allow any taxable property to stand assessed on the tax rolls of said County for said year at any sum which I believe to be less than its true market value, or if it has no market value, then its real value, that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what I believe to be its true market value, if it has a market value, and if not, then to its real value, and that I will faithfully endeavor, to have the assessed valuation of all property subject to taxation within said County, stand upon the tax rolls of said County for said year at its true cash market value, or if it has no market value, then its real value, I solemnly swear that I have read and understand the provisions contained in the Constitution and Laws of this State relative to the valuation of taxable property, and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So Help Me God."

Upsker County, Gilmer, Texas
8 Day of May, 19 67

OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of Upshur County, Texas, for the year A.D., 1967, hereby solemnly swear:

"That in the performance of my duties as a member of such Board for said year, I will not vote to allow any taxable property to stand assessed on the tax rolls of said County for said year at any sum which I believe to be less than its true market value, or if it has no market value, then its real value; that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what I believe to be its true market value, if it has a market value, and if not, then to its real value; and that I will faithfully endeavor to have the assessed valuation of all property subject to taxation within said County, stand upon the tax rolls of said County for said year at its true cash market value, or if it has no market value, then its real value. I solemnly swear that I have read and understand the provisions contained in the Constitution and Laws of this State relative to the valuation of taxable property and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So Help Me God."

L. G. 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

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 8th day of May, 1967, by

- L. G. 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

Each.

W. Lloyd
County Clerk Upshur County,
Texas.

8th day of May, 1967.

ORDER DIRECTING THE COUNTY CLERK
TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION

BE IT REMEMBERED that the Board of Equalization in and for
Upshur County, Texas, having been in
session on this 8 day of May A.D., 1967,
the following order was, upon motion of Commissioner _____
Shackley, and duly seconded by Commissioner _____
Wilmer, unanimously carried and adopted, to-wit:

The County Clerk is hereby authorized and directed to
give notice of meeting of the Board of Equalization by
publication in a newspaper published in Upshur County,
Texas, for at least ten days prior to said meeting of said
Board.

The County Clerk is also instructed to give individual
notice to all tax payers whose properties are raised, if
their addresses are known.

L. M. McHardy
County Judge

Upshur County, Wilmer Texas.

8 day of May A.D., 1967.

NOTICE OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Court House in the town of Gibson, Upshur County, Texas, at 10:00 A.M., on Friday, the 9 day of June 1967, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Upshur County, Texas, for taxable purposes for the year 1967, and any and all persons interested or having business with said Board are hereby notified to be present.

W. L. Layk
~~County Clerk, Upshur~~
 County Clerk, Upshur
 County, T e x a s.

Upshur County, Gibson Texas,
8 day of May 1967.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upsher County, Texas, having been regularly
 convened AND BEING IN SESSION ON THIS THE 8 day of
May A.D., 1967, the following order was upon
 motion of Commissioner Langford, duly
 seconded by Commissioner Warkler unanimously
 carried and adopted, to-wit:

There being no further business now necessary to be
 transacted by said Board of Equalization, it is ordered
 that said Board do now recess until 10 o'clock A.M., the
9 day of June A.D., 1967, at which
 time said Board of Equalization will further resume the
 transaction of such business as may then come before it.

J. A. McHenry
 County Judge

Upsher County, Upsher Texas.
8 day of May A.D., 1967.

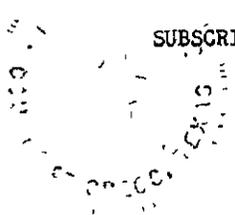
TO: THE COUNTY COMMISSIONER
PRECIENT # 3
UPSHUR COUNTY, TEXAS.

This is your authority to construct or build a road at least 40 feet in width across land now owned by the undersigned to a 51 acre tract of land owned by Lucille Shepperd and Leonard Mergan. This road may be constructed across any portion of the property owned by the undersigned selected by you or any member of The Commissioners Court, Upshur County, Texas.

Mrs. Laura Folson
Mrs. Laura Folson

SUBSCRIBED AND SWORN TO BEFORE ME this 16 day of May, 1967.

Virginia Bates
Notary Public, Upshur County, Texas.



FILED

at 10:30 o'clock A.M

MAY 16 1967

O W LOYD
County Clerk, Upshur County Texas
By Shirley Holt Deputy

Commissioners Court met and canvassed the returns of the election for Trustee at Large.

	Dr. J.L.Fenlaw	J.B.Hagler
Harmony	118	-
Gilmer	496	186
East Mountain	470	-
Union Grove	29	-
Union Hill	27	4
Big Sandy	40	-
	<u>1180</u>	<u>190</u>

L.B. McKinley

M.L. Langford
A.D. Hackler

Commissioners met in special session with all members present. Motion made and seconded to release from Depository Pledge the following securities pledged by Farmers & Merchants National Bank, Gilmer, Texas.

\$10,000.00 Snider, Texas Consolidated I S D 2.90% School Building Bonds. Due December 14, 1966

Securities held by First National Bank, Dallas on Receipt #A121.

Motion Carried.

L.B. McKinley

Raymond Helms
M.L. Langford
A.D. Hackler

Commissioners Court met in special session with all members present. Motion made by Bryant Holmes and second by M. L. Langford to release from Depository Pledge of Farmers & Merchants National Bank, Gilmer, Texas, the following securities.

\$5000.00 City of Rusk, Texas, 4% Waterworks & Sewer Bonds - Matures 6-1-67. Held by First National Bank, Dallas on Receipt #A67702.

Motion carried.

L. H. McKinley

Bryant Holmes

M. L. Langford

A. D. Hackler

RESOLUTION ACCEPTING THE PROVISIONS OF
STATE HIGHWAY COMMISSION MINUTE ORDER

THE STATE OF TEXAS |

GILMER, TEXAS

COUNTY OF UPSHUR |

6-12, 1967

MOTION was made by A. D. Hackler and seconded by _____
Milton Langford that the Upshur County Commissioners' Court accept the provisions contained in Minute Order No. 59569 passed by the State Highway Commission on June 2, 1967, 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 Fork to Market Road extending from end of F.M. Road 553 at Grice, West and North to F.M. Road 352 near Wood County Line, a distance of approximately 5.6 miles.

VOTE on the motion was as follows

L. G. McManis

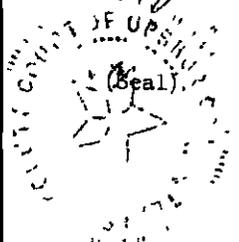
Bryant Holmes
M. L. Langford
A. D. Hackler

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 June 12, 1967.



FILED
at 11:09 o'clock A.M.

JUN 12 1967

O. W. Lough
County Clerk, Upshur County, Texas
By Debra Quinn Deputy

O. W. Lough *by* Samuel Helton
Clerk of County Court
Upshur County, Texas

8-54-2142

Commissioners Court met in Special session. Motion made, seconded & carried to accept bid of Geo. P. Bane, Inc. for one Allis Chalmers model 45 Motor Grader. Serial # 1039 in amount of \$9500.00, to be purchased on lease purchase agreement. Motor Grader to be used in road operation of Precinct # 1.

L. G. McManis

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

57



GEO. P. BANE, INC. / 220 N GLENWOOD BLVD / BOX 4299 / LY 4 6641 (214) / TYLER TEXAS 75701

May 25, 1967

The Honorable County Judge and
Commissioners' Court
Upshur County
Gilmer, Texas 75644

Gentlemen:

We are pleased to submit our bid on your machinery requirements
for Precinct No. 1 as follows:

One Used Allis-Chalmers Model 45 Motor Grader,
S/N 1039 with complete standard equipment and
extra equipment of 6 new 13.00 x 24 (10 ply)
Tires, 12-Ft. Hydraulic Shiftable Moldboard
and V Type 11-Tooth Scarifier.

Weight: 25,375 pounds.
Horsepower: 127

Delivered F.O.B. Upshur County, Texas. . . . \$9,500.00.

We appreciate the opportunity of bidding on your machinery needs
and hope that we may have the pleasure of serving you.

Sincerely yours,

GEORGE P. BANE, INC.

Travis Watson
Travis Watson
Sales Manager

TW/mm

ACCEPTED:

A. B. McKeith

August H. King

M. B. Frangford

W. D. Rader



CONSTRUCTION EQUIPMENT
SALES SERVICE PARTS RENTALS



LEASE AGREEMENT

THIS LEASE, made this the 26th day of May, 1967, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County No. 1 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 26th day of May, 1967, witnesseth that

Whereas, the LESSEE requires the use of the following equipment One used Allis-Chalmers Model 45 Motor Grader, Serial No. 1039, w/12' Hyd. Shiftable Holdboard and V Type 11 Tooth Scarifier. hereinafter referred to as Motor Grader for the purpose of building and maintaining roads, and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1 Now therefore, the LESSOR in consideration of the payment of .90 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending December 15, 1968, on the following terms

1	<u>3,000.00 due 12/15/67</u>	13	19
2	<u>3,500.00 due 5/15/68</u>	14	20
3	<u>3,000.00 due 12/15/68</u>	15	21
4	10	16	22
5	11	17	23
6	12	18	24

2 The LESSEE acknowledges receipt of above desired Motor Grader in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted

3 The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within seven days thereafter for the purchase price of \$7,500.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid

5 The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof

6 It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price

8 Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party

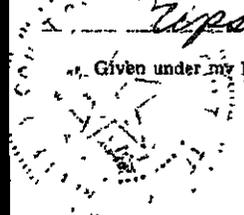
9 This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received

George P. Bane, Inc. LESSOR
By Thomas P. Bane President
Upshur County LESSEE
By L. G. McManis County Judge
ATTEST O. W. Loyd County Clerk

August Holmes Commissioner Precinct No. 1
W. L. Langford Commissioner Precinct No. 2
A. D. Harbler Commissioner Precinct No. 4

STATE OF TEXAS
COUNTY OF Upshur
I, O. W. Loyd, County Clerk in and for Upshur County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc. as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 13, Page , of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 26 day of May, 1967 A. D.
O. W. Loyd
County Clerk Upshur County, Texas



LEASE AGREEMENT

between
and

FILED
1967 MAY 26 PM 2.30

D. W. LOYD
CLERK, UPSHUR COUNTY

Assignment of Lease

Date May 26, 1967
City Tyler, Texas
State Texas

For value received the undersigned does hereby sell assign, and transfer unto The First National Bank, Gilmer, Texas the annexed lease dated May 26, 1967 made by the undersigned to Upshur County, Precinct No. 1, Gilmer, Texas
(Lessee's Name) (Address)

of Model 45 motor grader Machinery, Serial No (s) 1039 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by George P. Kane, Inc. and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to The First National Bank, Gilmer, Texas said money so in default or perform said covenants and conditions so in default

The Undersigned warrants to The First National Bank, Gilmer, Texas
(1) the title to the property described in said lease, (2) that said lease is a valid and original lease, (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Nine thousand Five Hundred dollars (\$9,500.00) as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence compromise settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned

GEORGE P. KANE, INC. (L.S.)
(Lessee's Signature)

By George P. Kane President
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 26

day of May, 19 67, and agrees to make all payments due under

said lease to First Natl Bank at Gilmer, Texas

Upshur County (L.S.)
(Lessee's Signature)

By Bruce Mann
(Signature of Authorized Officer)

10:00 A.M. Meeting
June 9, 1967

STATE OF TEXAS

COUNTY OF UPSHUR

BE IT REMEMBERED, that on this the 8th day of MAY A.D., 1967, the Commissioners' Court of UPSHUR County, Texas, duly convened and now sitting as a Board of Equalization for the year 1967, convened for the purpose of reviewing all renditions made to UPSHUR County, Texas, and after reviewing said renditions and hearing evidence pertaining to the value of the properties rendered, it is the opinion of the Board of Equalization of UPSHUR County, that the persons, companies and corporation listed below should be cited to appear before the Board of Equalization of UPSHUR County, Texas, to show cause why their renditions should not be raised or lowered and the County Clerk of UPSHUR County is hereby notified and directed to cite the following named persons, companies, and corporations to be and appear before the Board of Equalization of UPSHUR County, Texas, on the 9th day of JUNE A.D., 1967, as follows:

<u>NAME</u>	<u>ADDRESS</u>
Amerada Petroleum Corp.	Tulsa, Okla
Arcadia Refining Co.	Tyler, Texas 75701
Atlantic Richfield Co.	Dallas, Texas 75221
Bank, The Fort Worth National	Fort Worth, Texas
Barnett, Miss Marguerite	Dallas, Texas 75206
Bradley Producing Corp., The	Wellsville, N Y
Bradley, Johnnie V	Gladewater, Texas 75647
Burke, J Afton	Corsicana, Texas 75110
Burke, J Harry	Corsicana, Texas 75110
Buttram Texhoma Co.	Oklahoma City, Okla 73116
Cargill, Robert	Longview, Texas 75601
Champlin Petroleum Co.	Enid, Okla 73701
Cleroy Inc.	Tulsa, Okla
Continental Oil Co.	Ft Worth, Texas 76102
Delta Drilling Co	Tyler, Texas 75701
Edson Petroleum Co.	Houston, Texas 77002
Falvey, Frances E	Lynchburg, Virginia 24503
Falvey, J W, Jr.	Longview, Texas 75601
Foster, Claire Smith	Longview, Texas 75601
General American Oil Co. of Texas	Dallas, Texas 75206
General Crude Oil Co.	Houston, Texas 77001
Golston, Roy D	Tyler, Texas 75701
Gulf Oil Corp.	Houston, Texas 77001
Gulf Oil Corp. & Humble Oil & Refining Co	Houston, Texas 77001
Humble Oil & Refining Co.	Houston, Texas 77001
Investors Royalty Company, Inc.	Tulsa, Oklahoma 74103
Kirby Petroleum Co.	Houston, Texas 77001
Lacy, Inc., R	Longview, Texas 75601
Lake Employees Trust	Tyler, Texas 75701
Lanroy Inc.	Tulsa, Okla
Lasca, Inc.	Ft Worth, Texas
Lone Star Producing Co.	Dallas, Texas 75201
Luling Oil & Gas Co., Inc.	Corpus Christi, Texas
Marathon Oil Co.	Houston, Texas 77001
Meeks, Jack H	Longview, Texas 75601
Midwest Oil Corp.	Midland, Texas 79704
Mudd, Harvey G & St. Louis Union Trust Co	St. Louis, Mo 63101
Mobil Oil Corp.	Dallas, Texas 75221
*Arkansas Louisiana Gas Company	Shreveport, Louisiana

Pg 2-Citation, Upshur County, Texas
10:00 A.M. Meeting, June 9, 1967

McBride, Inc., W C	St. Louis, Mo. 63105
McFarland, Mrs J M	Gladewater, Texas 75647
McGroy, Inc	Tulsa, Okla
McKnight, Paul H & Louis Rosen	Little Rock, Ark 72201
Nemours Corporation	Shreveport, La
Neustadt, D W	Ardmore, Okla 73401
Nichols, Jno W, Trustee	Oklahoma City, Okla 73102
O'Brien, P F	Shreveport, La 71105
Pan American Petroleum Co.	Tyler, Texas 75701
Pittsburg Petroleum Co.	San Antonio 5, Texas
Phillips Petroleum Co.	Houston, Texas 77001
Phillips, Loyce	Gladewater, Texas 75647
Quinlan, Robert C	Dallas, Texas 75221
Reynolds, John J	New York, N Y
Richardson, H F	Gladewater, Texas 75647
Sands, Caroline Hunt	Dallas, Texas
San Juan Oil Company, Agent	Tulsa, Okla
Secure Trusts	Dallas, Texas
Shell Canadian Exploration Co., a Division of Shell Oil Co.	
* Shell Oil Co	Houston, Texas 77001
Showers Trust No. 1-A, The Nancy	Houston, Texas 77001
Showers Trust No. 2-A, The Nancy	Houston, Texas
Sinclair Oil & Gas Co.	Houston, Texas
Skelly Oil Co.	Houston, Texas 77001
Smith, Mrs Verne M	Tulsa 2, Oklahoma
Smith, Verne Monday, Indp Execx Estate of W. Bruner Smith	Longview, Texas 75601
Sohio Petroleum Co.	Longview, Texas 75601
Standard Oil Company of Texas	Oklahoma City, Okla
Stieren, Jack	Houston, Texas 77001
Stovall, Guy F	San Antonio, Texas 78212
Sun Oil Co.	El Campo, Texas
Sunray DX Oil Co.	Dallas, Texas 75221
Superior Oil Co., The	Tulsa 2, Okla
Tenneco Oil Co.	Houston, Texas 77001
Texas Pacific Oil Co., A Division of Joseph E Seagram & Sons, Inc.	Houston, Texas 77001
Texaco Inc.	Dallas, Texas 75221
Tidewater Oil Co.	Houston, Texas 77052
Victory, Rose D	Houston, Texas 77001
Weisner, Raymons A, Indvly & on behalf of Pearl Vandervoort, et al	Austin, Texas 78745
Wise, W A, Trustee	
Wise, Watson W	Salisbury, Maryland
Young, Frances Fry	Tyler, Texas 75701
Zeppa, J	Tyler, Texas 75701
* Shepherd etal, Elaine N.	Ft Worth, Texas 76102
	Tyler, Texas 75701
	Oklahoma City, Okla.

AGENTS & CLIENTS:

Berry Brown & Co.	Wichita Falls, Texas 76307
Clarke & Harding	Houston, Texas 77027
Cullers-Bailey & Co	Abilene, Texas 79604
James A Hall & Associates	Houston, Texas 77002
Kirkwood & Darby	Ft Worth, Texas 76102
Meredith, Meredith & Campbell	Dallas, Texas 75221
Mizell, Carruth & Bradford	Dallas, Texas 75235

Pg 3-Citation, Upshur County, Texas
10:00 A.M. Meeting, June 9, 1967

PIPELINES, UTILITIES, ETC.:

American Liberty Pipe Line Co.	Dallas, Texas 75221
American Telephone & Telegraph Co.	Dallas, Texas 75222
Atlantic Pipe Line Co.	Dallas, Texas 75221
Cities Service Pipe Line Co.	Tulsa, Okla 74102
Continental Oil Co.	Ft Worth, Texas 76102
Dowell Division of The Dow Chemical Co.	Tulsa, Okla 74114
General American Pipe Line Co.	Dallas Texas 75206
Gulf Oil Corp. (Domestic Marketing)	Houston, Texas 77001
Gulf Refining Co.	Houston, Texas 77001
Humble Pipe Line Co.	Houston, Texas 77001
International Paper Co.	Jefferson, Texas 75657
Mobil Pipe Line Co.	Dallas, Texas 75221
Monsanto Company	St. Louis, Mo 63166
McMurray Pipe Line Co	Houston, Texas
Northeast Texas Telephone Company of Wood County	Dallas, Texas 75230
Service Pipe Line Co.	Tulsa, Okla 74102
Shell Pipe Corporation	Houston, Texas 77001
Sinclair Pipe Line Co	Independence, Kansas
Southwestern Bell Telephone Co.	Dallas, Texas 75222
Southwestern Electric Power Co.	Mt. Pleasant, Texas 75455
Southwestern States Telephone Co., The	San Angelo, Texas
Spring Hill Water Co.	Tyler, Texas 75701
St. Louis Southwestern Railway Co.	Tyler, Texas 75701
Sun Pipe Line Co.	Dallas, Texas 75221
Texas and Pacific Railway Co., The	Dallas, Texas 75201
Texas Pipe Line Company, The and Tidal Pipe Line Co	Houston, Texas 77052
United Gas Corp.	Longview, Texas 75601
United Gas Pipe Line Co.	Shreveport, La.
Upshur-Rural Electric Cooperatige Corp.	Gilmer, Texas 75644
Warren Petroleum Corp.	Tulsa, Okla
Western Union Telegraph Co., The	Dallas, Texas 75201
West Texas Gulf Pipe Line Co.	Houston, Texas 77001
Wood County Electric Cooperative, Inc.	Quitman, Texas 75783

Commissioners Court met in regular session. Bids opened for Gasoline, Deisel, tires, batteries & assessories & road tile for period July 1, 1967 thru June 30, 1968.

Motion made by A. D. Hackler, second by M. L. Langford to accept bid of Gulf Oil Corporation for gas, oil, grease. Bid of Holmes Concrete accepted for road tile. Bid of Long Motor Co. & Goodyear Service Stores for tires, batteries & assessories. Motion carried. Copies of bid with these minutes.

S/ L. G. McKinley

S/

S/ Bryant Holmes

S/ M. L. Langford

S/ A. D. Hackler

Motion made by Bryant Holmes, second by A. D. Hackler.

Dallas Rupe & Sons represented by Geo. Cooper be authorized to proceed with all necessary steps relative to calling Bond Election for issuance of \$605,000.00 of Right of Way Bonds.

Motion carried.

S/ L. G. McKinley

S/

S/ Bryant Holmes

S/ M. L. Langford

S/ A. D. Hackler

Gulf Oil Corporation

TYLER SALES DISTRICT

J. D. STOKES
DISTRICT MANAGER

June 9, 1967

P. O. Box 990
Tyler, Texas

County of Upshur
Gilmer, Texas

Gentlemen:

We welcome the opportunity to bid on your petroleum requirements
and submit the following for your consideration:

Product	Method of Delivery	Unit	Price Per Unit	F.O.B.
Good Gulf Gasoline - 94 RON	TW	Gal.	11.15¢	Your Storage
Gulf No-Nox Gasoline 100.3 RON	TW	Gal.	14.90¢	Your Storage
Gulf #2 Diesel Fuel	TW	Gal	10.40¢	Your Storage

Automotive Oils & Greases - for delivery in size containers requested at our Consumer Price Schedule, copy attached, less 6¢ per gallon on oils and 3/4¢ per pound on greases. No Further Quantity Delivery Discounts Applicable.

Duration and/or Escalation: Firm from July 1, 1967 through June 30, 1968.

Prices quoted exclude any applicable tax.

Drum deposit of \$6.00 is applicable on 55 gallon returnable steel drums, to be refunded on return of drum in good condition.

Terms: Gasolines & Diesel Fuel - Net 30 Days. Oils & Greases - 1% 10 Days, Net 30 Days.

Quotation subject to withdrawal if not accepted within 30 days. Our Distributor, Mr. H. L. Young, will be pleased to serve you and may be reached in Gilmer, Texas, at telephone 843-2224.

Yours very truly,

GULF OIL CORPORATION

J. D. Stokes, District Manager

By: *H. L. Young*

FILED

at 9:54 o'clock N M.

JUN 13 1967

O W LOYD
County Clerk, Upshur County, Texas

ACCEPTED: *H. L. Young* Deputy



ALL QUOTATIONS ARE SUBJECT TO CONDITIONS ON REVERSE SIDE HEREOF

cc. H. L. Young - Gilmer

July 1, 1967

To Commissioners Court Upshur County, Texas:

I respectfully submit the following bid for road tile to be furnished Upshur County, for the period July 1, 1967 through June 30, 1968.

12" road tile	\$1.10 per ft.
15" road tile	\$1.30 per ft.
18" road tile light wt.	\$1.40 per ft.
18" road tile heavy wt.	\$1.60 per ft.
21" road tile	\$1.80 per ft.
24" road tile	\$2.60 per ft.
30" road tile	\$3.75 per ft.
36" road tile	\$4.70 per ft.

Grady Holmes

FILED
2:54 p.m. a.m.
JUN 13 1967
 O. W. LOVD
 County Clerk, Upshur County, Texas
 By *Robert Quinn* Deputy

July 1, 1967

To Commissioners Court Upshur County, Texas:

I respectfully submit the following bid for road tile to be furnished Upshur County, for the period July 1, 1967 through June 30, 1968:

- 12" road tile \$1.10 per ft.
- 15" road tile \$1.30 per ft.
- 18" road tile light wt. \$1.40 per ft.
- 18" road tile heavy wt. \$1.60 per ft.
- 21" road tile \$1.80 per ft.
- 24" road tile \$2.60 per ft.
- 30" road tile \$3.75 per ft.
- 36" road tile \$4.70 per ft.

Marshall Holmes

FILED

at 8:56 o'clock a.m.

JUN 13 1967

O. W. LOYD
County Clerk, Upshur County, Texas

By *[Signature]* Deputy

504 N Wood
Gilmer, Texas

GOODYEAR SERVICE STORES

A DIVISION OF THE GOODYEAR TIRE & RUBBER COMPANY

© 1963



The Goodyear Service Store, Gilmer, Texas, respectfully submits to the commissioners of Upshur County the following bid on truck, passenger, and farm tires for the period of July 1, 1967 thru July 1, 1968.

20% off 1966 state prices on all truck and farm tires.

The following bid is submitted on batteries, spark plugs, accessories, etc. for same period.

45% off list prices.

Thank you for the opportunity to bid for your needs.

Yours truly,

David Loyd

David Loyd

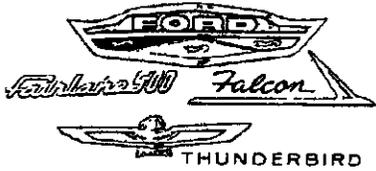
FILED

at 8:54 o'clock *W* M

JUN 13 1967

C W LOYD
County Clerk, Upshur County, Texas

By *[Signature]* Deputy



Long Motor Company

621 NORTH WOOD STREET TELEPHONE Tilden 3-2521-3-2522
GILMER, TEXAS

6-7-67

TO: Upshur County Commissioners Court

We submit the following bid for tires,
batteries and accessories for the second
half of 1967.

TIRES: State contract prices less 25%.

Batteries & Accessories: Less 45%.

FILED
at 1:55 o'clock *AM*

JUN 13 1967

O. W. LOYD
County Clerk, Upshur County, Texas
By *[Signature]* Deputy

Long Motor Company

By: *May Hill*

MINUTES PERTAINING TO AN ORDER AUTHORIZING EXECUTION AND DELIVERY OF INSTALLMENT NO. 1 OF "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS, DATED OCTOBER 15, 1966"

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

ON THIS, the 16 day of May, 1967, the Commissioners' Court of Upshur County, Texas, convened in ^{3082 JAL} regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the following members of the Court being 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 absent: Jim Shackey, constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order:

"AN ORDER APPROVING ESTIMATE SUBMITTED BY AMERICAN PETROFINA CO OF TEXAS, CONTRACTOR, IN CONNECTION WITH CONTRACT WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT BEING DATED OCTOBER 13, 1966"

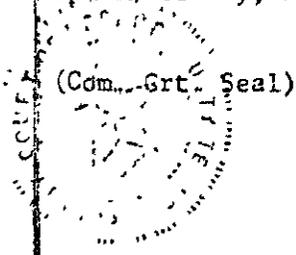
The order having been read in full, it was moved by Commissioner Bryant Holmes and seconded by Commissioner M. L. Langford that same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE". Commissioners Shockey, Holmes, Langford and Hackler; and none voted "NO"

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

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

Attest:

A. H. Laird
County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas



AN ORDER APPROVING ESTIMATE SUBMITTED
 BY AMERICAN PETROFINA CO. OF TEXAS,
 CONTRACTOR, IN CONNECTION WITH CONTRACT
 WITH UPSHUR COUNTY, TEXAS, SUCH CONTRACT
BEING DATED OCTOBER 13, 1966

WHEREAS, by order of this Court, passed and adopted on the 13th day of October, 1966 (the same being of record in the Minutes of this Court); there were authorized to be issued \$40,000 "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS" dated October 15, 1966, it being provided that such warrants were to be executed and delivered by the County Judge, County Clerk and County Treasurer, upon order of the Court on estimates (duly audited, approved and allowed by this Court prior to the delivery of said warrants) as fuel oil is delivered; and,

WHEREAS, the order authorizing the issuance of warrants also approves the contract by and between American Petrofina Co. of Texas, and the County of Upshur (whereby the said contractor became obligated to furnish cracked fuel oil for use in improvement of County roads in accordance with specifications on file in the office of the County Clerk, Courthouse, Gilmer, Texas), and provided that \$40,000 due by the County thereunder would be paid through the issuance and delivery of the above described warrants, and that the sum of \$600 would be paid in cash out of funds then appropriated and set aside for the purpose; and,

WHEREAS, the contract (awarded only after compliance with the provisions of Article 2368a, V.A.T.C.S.) has been recognized as a valid obligation of Upshur County, and said contractor has submitted for payment Estimate No. 1 for fuel oil supplied under said contract, and which estimate has been duly audited by this Court, which estimate is in words and figures as follows:

and,

WHEREAS, it is now proper and advisable for this Commissioners' Court to make provision for the payment of the amount due said contractor as shown in said estimate, and that payment should be made through the issuance and delivery of interest bearing time warrants out of the aforesaid authorization to American Petrofina Co of Texas, in the aggregate sum of \$9,000, being warrants numbered 1 through 9, bearing interest at the rate of 5% per annum, in denomination of \$1,000 each, and being those warrants scheduled to mature on December 15 in accordance with the following schedule:

\$9,000 in 1968

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

SECTION 1: That the estimate of American Petrofina Co. of Texas (incorporated as a part of the preamble of this order) is hereby in all things approved and allowed, it being hereby judicially and affirmatively found and determined that same is proper and constitutes evidence of benefits duly received by Upshur County, Texas.

SECTION 2: That the County Judge, County Clerk and County Treasurer of this County are hereby directed to execute and deliver the warrants of this County described in the preamble hereof to the said contractor.

SECTION 3: That the said warrants authorized to be executed and delivered are hereby found to be valid and subsisting obligations of Upshur County, Texas, and it is hereby expressly and affirmatively adjudged and decreed that the County has received full value and consideration therefor, that all things required by law in the issuance and delivery of said warrants have happened and have been performed in due time, form, and manner as required by law, that all material furnished under said contract, insofar as said estimate is concerned, and in payment of a part of which said warrants are to be issued and delivered, has been found to be in all respects as provided for in the said contract. This judicial ascertainment is expressly made for the use and benefit of the prospective owners and holders of said warrants, the Attorney General of Texas and any other attorney that may pass upon the validity of said warrants and the same shall be binding upon Upshur County, Texas, the Commissioners' Court thereof, and the successors in office of the County Judge and members of the Commissioners' Court of said County

SECTION 4: That, in addition to the aforesaid warrants, there is due to said Contractor the amount of \$135 00, which shall be carried forward to the next estimate, the County acknowledging this amount to be due but being unable to deliver warrants in payment thereof at this time due to their denomination.

SECTION 5: That all acts of the aforesaid officials of the County regarding the execution and delivery of said warrants shall be prima facie evidence that such acts have been completed in all respects in the proper manner to give validity and legality to said warrants and to cause them to create a good, sufficient and valid obligation upon Upshur County, Texas.

WITNESS the signatures of the members of the Commissioners' Court of Upshur County, Texas, this the 16 day of May, 1967

L. B. McWhorter
County Judge, Upshur County, Texas

Commissioner, Precinct No. 1

Byrd H. Adams
Commissioner, Precinct No. 2

M. L. Hammett
Commissioner, Precinct No. 3

A. D. Hooker
Commissioner, Precinct No. 4

FILED
at 2:49 o'clock a.M

JUN 16 1967

O W LOYD
County Clerk Upshur County, Texas
By [Signature] Deputy

ASSIGNMENT CERTIFICATE

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

THIS IS TO CERTIFY, that American Petrofina Co. of Texas, Contractor, has this day sold, transferred and delivered to First Natl Bank of Gilmer, those certain registered County warrants issued to said American Petrofina Co. of Texas, by the Commissioners' Court of Upshur County, Texas, pursuant to an order authorizing the issuance of warrants and a contract between said contractor and County, both dated October 13, 1966, and pursuant to the order of said Court dated May 16, 1967, authorizing the execution and delivery of certain said warrants, such warrants aggregating \$9,000, in denomination of \$1,000 each, bearing interest at the rate of 5% per annum, being designated "UPSHUR COUNTY, TEXAS, ROAD IMPROVEMENT WARRANTS", dated October 15, 1966, numbered 1 through 9, and being those warrants maturing on December 15 in accordance with the following schedule:

\$9,000 in 1968

said warrants being issued for the purpose of financing a portion of the cost of purchasing cracked fuel oil for use in improvement of County roads in Cottle County, Texas, in accordance with specifications therefor

THIS IS TO CERTIFY FURTHER, that said American Petrofina Co. of Texas, Contractor, mentioned in the aforesaid order of said Court, has received the above described warrants from the proper officials of said Court in due course, and that said contractor has received from First Natl Bank Gilmer full value and consideration for said warrants, as evidenced by the signature of H. O. O'Neal as the Sales Manager of American Petrofina Co. of Texas, Contractor, on the back of each of said warrants.

EXECUTED at Gilmer, Texas, this the 16 day of May, 1967.

AMERICAN PETROFINA CO. OF TEXAS

By H. O. O'Neal
Its Authorized Agent

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of May, 1967.

FILED
at 849 o'clock a.M.
(Notary Seal) JUN 16 1967

Notary Public, Upshur County, Texas

O W LOVD
County Clerk, Upshur County, Texas
By [Signature] Deputy

June 16, 1967
 Commission met in special session w/ R. J. McKeely,
 Bryant Holman, M. L. Langford + A. D. Hackler present.
 Motion made by A. D. Hackler second
 by Bryant Holman that County Auditor Bruce
 Merriam go to Austin July 17, 18, 19, 1967
 to attend and work out details of County
 Retirement system —

L. S. McKeely

Bryant Holman
 M. L. Langford
 A. D. Hackler



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 6, 1967

Motion made by Bryant Holman, second by A. D. Hackler
 Mineral Phase of Board of Equalization be recessed until
 July 31, 1967 at 10:00 A. M.

Motion carried.

 Bryant Holman
 M. L. Langford
 A. D. Hackler