

410



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 10, 1969

Commissioners Court met in regular session with all members present. Motion made and seconded that Farmers & Merchants National Bank be designated County Depository for County Funds for period March 10, 1969 to March 10, 1971. Motion carried. Copy of Depository Contract with these minutes.

L. H. McHenry _____
 E. H. Hester _____
 B. H. Hester _____
 E. H. Hester _____
 W. H. Hester _____

Commissioners Court met in regular session with all members present. Motion made and seconded that Farmers & Merchants National Bank, Gilmer, Texas be designated depository for County School Funds for period Sept. 1, 1969 through August 31, 1971. Motion carried. Copy of Depository Contract with these minutes.

L. H. McHenry _____
 E. H. Hester _____
 B. H. Hester _____
 E. H. Hester _____
 W. H. Hester _____

Motion made and seconded that Bruce Morris, Jr., County Auditor, be authorized expense money to attend meeting of Texas County and District Retirement Board, March 13, 1969 at Austin, Texas. Motion carried.

L. H. McHenry _____
 E. H. Hester _____
 B. H. Hester _____
 E. H. Hester _____
 W. H. Hester _____

COUNTY DEPOSITORY PLEDGE CONTRACT AND/OR FDIC AGREEMENT FOR SCHOOL FUNDS

STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS, County of Upshur }

That Farmers and Merchants National Bank of Gilmer, Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Upshur County, in the amount of 100,000.00 Dollars, upon the terms and conditions and for the purposes hereinafter set forth

Table with 5 columns: Date of Issue, Description, including Serial Numbers, Rate, Date of Maturity, Amount. Row 1: Feb 1966 U.S. Treas Notes Series A 1970 5% Nov 15, 1970 100,000.00

(Photocopies of Trust Receipts to be filed with the Texas Education Agency)

These securities held by First National Bank, Dallas, Texas.

FEDERAL DEPOSIT INSURANCE CORPORATION

In addition to the above listed securities, or in lieu of same, it is understood that the school funds of said county are protected under the Federal Deposit Insurance Corporation, an agency of the Federal government

The above is contingent on membership in the FDIC by the depository bank Please indicate below by striking out the clause that does not apply

The bank is ~~not~~ a member of the Federal Deposit Insurance Corporation

THE CONDITIONS of the above contract are such that, whereas, the above bounden pledgor, the Farmers and Merchants National Bank Gilmer, Texas, was duly and legally chosen by the Commissioners' Court of Upshur County, Texas, as depository of the school funds of said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository

NOW, THEREFORE, the above bounden pledgor, the Farmers and Merchants National Bank Gilmer, Texas, (No officer or director of which is a member of the Commissioners' Court)

agrees to the following, to-wit,

- 1 That it will safely keep and faithfully disburse the school funds according to law, and pay such warrants and/or vouchers that may be legally drawn on the funds by legal authority, and that it will account for and report annually a statement of such to the Commissioner's Court and to the Commissioner of Education, as is required by law. 2 That it will comply with all the provisions of the laws of the State of Texas relating to school fund depositories, that it will perform all duties therein specified, and will execute any and all instruments and documents necessary to evidence its obligation to this county; 3 That, at the expiration of the term for which it has been chosen, it will turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, and return the securities pledged to the pledgor In the event of violation of any or all conditions of this contract, the Commissioners' Court of Upshur County, Texas, is hereby authorized to sell at public or private sale, with or without notice to the pledgor, the securities or any part thereof, and apply the proceeds of sale to the satisfaction of any or all conditions of this contract.

THE CONDITIONS of this contract are such that if the said depository bank shall perform all obligations hereinabove specified it shall be null and void, otherwise it shall remain in full force and effect.

The above provisions are given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Upshur, State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN TESTIMONY WHEREOF, witness our hands and seal this 5th day of March, A D 1969 (Seal of Bank) Farmers and Merchants National Bank Gilmer, Texas, PRINCIPAL

By [Signature] PRESIDENT

Approved in Open Commissioners' Court this 10 day of March, A D 1969 [Signature] COUNTY JUDGE

(Seal of Court)

412

ACKNOWLEDGMENT

STATE OF TEXAS

County of Upshur

Before Me, G H Arnold

on this day personally appeared D.W. Bule, President., President of the Farmers and Merchants National Bank, Gilmer, Texas, known (DEPOSITORY BANK) to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the aforementioned bank, a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of Mar

A D 19 69



G H Arnold

Notary Public in and for Upshur County, Texas

COUNTY DEPOSITORY PLEDGE
CONTRACT AND/OR FDIC AGREEMENT
FOR SCHOOL FUNDS

Upshur County

Pledgor Farmers & Merchants
National Bank

Address Gilmer Texas

APPROVED AND FILED AT
TEXAS EDUCATION AGENCY
AUSTIN, TEXAS

By Markel J. [Signature] 1969
BUSINESS MANAGER

RECEIVED
MAR 12 1969
BUSINESS OFFICE
TEXAS EDUC. AGENCY

FILED
MAR 18 AM 8:54
CLERK, UPSHUR COUNTY

Form 40-2.43

350,000

County Depository Pledge Contract

STATE OF TEXAS,

County of Upshur

KNOW ALL MEN BY THESE PRESENTS:

That Farmers and Merchants National Bank,
of Gilmer, Texas. Upshur County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of Upshur
County, in the amount of Three hundred fifty thousand and no/100---- Dollars,
upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. <u>U.S. Treas Bonds 1964-69</u>	<u>10,000.00</u>
<u>U.S. Treas Bonds Series G 1970</u>	<u>100,000.00</u>
<u>U.S. Treas Bonds 1972</u>	<u>62,000.00</u>
2. <u>U.S. Treas Bonds 1973</u>	<u>38,000.00</u>
<u>U.S. Treas Bonds Series A 1971</u>	<u>150,000.00</u>
U.S. Treas Bonds Series A 1971	100,000.00
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
TOTAL <u>360,000.00</u>	<u>\$ _____</u>

Signed, sealed and dated this the 5th day of Mar, A D. 19 69

The conditions of the above contract are such that, whereas, the above bounden pledgor
Farmers and Merchants National Bank, Gilmer, Texas was on the 28 day of February, A. D. 19 69,
duly and legally chosen by the Commissioners' Court of Upshur County, Texas,
as County Depository for said county for a period of two years ending sixty days from the time fixed

Req. 280. 12-66

414

by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Upshur interest on "time deposits" on daily balances kept in said depository of said County of Upshur at the rate of 4 1/2 & 5% per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor Farmers and Merchants National Bank Gilmer, Texas. shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Upshur County, and shall upon presentation pay checks drawn on it by the county treasurer of Upshur County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Upshur County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said Farmers and Merchants National Bank, Gilmer, Texas caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

Farmers and Merchants National Bank,
Gilmer, Texas.

By D. W. [Signature]
President, as Principal



41

ACKNOWLEDGMENT

STATE OF TEXAS, }

County of Upshur }

BEFORE ME, C E Arnold

on this day personally appeared D.W. Buie,

President of Farmers and Merchants National Bank, Gilmer, Texas.
(Corporation)

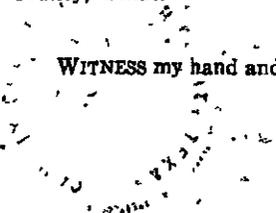
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Farmers and Merchants National Bank, Gilmer, Texas a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of Mar., A. D. 1969.

Houston Arnold
Notary Public in and for
Upshur County, Texas.



The within contract showing approval by the Commissioners' Court of this County, and the Comptroller of Public Accounts of the State of Texas was filed for record on the 19 day of March, 1969, and duly recorded in Book 14, Page --, Bond Record of Upshur County, Texas.



WITNESS my hand and seal of office, this the 19 day of March, 19 69
O. W. Loyd

County Clerk, Upshur County.
Lynn Quinn Deputy

NOTE:

1. Articles 2547 and 2548A, Vernon's Annotated Revised Civil Statutes, prescribe character of securities that may be pledged.
2. Securities pledged are to be accepted at their market value and not at their face value.
3. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
4. This blank form should be used where it is possible.

416

LEASE AGREEMENT

THIS LEASE, made this the 24th day of March, 1969,
 between George P. Bane, Inc. of Tyler, Texas,
 hereinafter known as LESSOR, and Upshur County Precinct #3
 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 24th day of March, 1969, witnesseth that

Whereas, the LESSEE requires the use of the following equipment
One used Allis-Chalmers Model 145T Motor Grader, Serial
No. 332.

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 Trade-in A/C D #2100 & Cat 212 #
 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader #4734 - \$1000.00
 for a minimum period commencing on the date of this LEASE and ending October 15, 1971, on the following terms

1. December 15, 1969	7. \$500.00	13. _____	19. _____
2. February 15, 1970	8. \$1250.00	14. _____	20. _____
3. October 15, 1970	9. \$1250.00	15. _____	21. _____
4. January 15, 1971	10. \$2000.00	16. _____	22. _____
5. October 15, 1971	11. \$2000.00	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 ex-
 cepted.

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 five
 days thereafter for the purchase price of \$7,000.00 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 thereto-
 fore 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
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

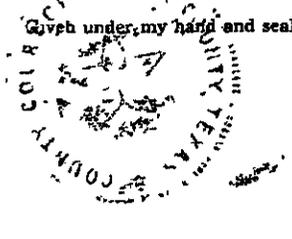
8 Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last
 known address of the other party

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

GEORGE P. BANE, INC. LESSOR
 By [Signature]
Upshur County, Precinct #3 LESSEE
 By [Signature]
 ATTEST [Signature] County Clerk
[Signature] Commissioner Precinct No. 1
[Signature] Commissioner Precinct No. 2
[Signature] Commissioner Precinct No. 3
[Signature] 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 Pct. 3 Upshur County, Texas,
 as LESSEE, and the same appears of record in Vol 14, Page --, of the COMMISSIONERS' COURT MINUTES of
Upshur County, Texas

Given under my hand and seal of office, this, the 2 day of April, 1969 A D
O. W. Loyd
Upshur County, Texas
[Signature] Deputy



LEASE AGREEMENT

between
and

FILED

'69 APR 2 AM 11:18

O P L D L
CLERK, UPSHUR COUNTY

Assignment of Lease

Date March 24, 1969
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto First National Bank, Gilmer, Texas the annexed lease dated March 24, 1969 made by the undersigned to Upshur County, Precinct No. 3, Gilmer, Texas
(Lessor's Name) (Address)

of Model 145T A/C Mtr Grdr Machinery, Serial No (s) 332 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 First National Bank, Gilmer 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 First National Bank, Gilmer, Texas said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to 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 Seven Thousand and no/100 Dollars, 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. BANE, INC. (L.S.)
(Lessor's Signature)

By *Louis [Signature]*
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 24th day of March, 1969, and agrees to make all payments due under said lease to First National Bank at Gilmer, Texas

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

By *Steve [Signature]*
(Signature of Authorized Officer)
County Auditor

April 14, 1969

Commissioners Court met in regular session to canvass the election returns of County School Board at Large.

	Dr. J. L. Fenlaw	Roy Snow
Gilmer Independent School	<u>569</u>	<u>65</u>
Ewell	<u>29</u>	<u>5</u>
Sand Hill	<u>28</u>	<u>15</u>
Glenwood	<u>60</u>	<u>15</u>
East Mountain	<u>7</u>	<u>104</u>
Big Sandy	<u>23</u>	<u>68</u>
Union Grove	<u>24</u>	<u>80</u>
Harmony	<u>15</u>	<u>43</u>
Union Hill	<u>62</u>	<u>70</u>
Diana	<u>141</u>	<u>134</u>
Ore City	<u>13</u>	<u>41</u>
<i>Total</i>	<u>1031</u>	<u>640</u>

Dr. J. L. Fenlaw elected.

Election of
Commissioners Court canvassed the returns of County School
Board Precinct 2.

	J. B. Hagler	Donald Tucker
Gilmer Independent School	<u>18</u>	<u>27</u>
Ewell	<u>7</u>	<u>26</u>
Sand Hill	<u>27</u>	<u>18</u>
Union Hill	<u>15</u>	<u>2</u>
Ore City	<u>46</u>	<u>9</u>
<i>Total</i>	<u>113</u>	<u>202</u>

Donald Tucker elected.

L. L. McQuinn
J. B. Hagler
Raymond Johnson
E. L. Fanning
J. D. Hagler

419

April 14, 1969

Commissioners Court of Upshur County met in regular session.

Motion made by Bryant Holmes second by A. D. Hackler that amount of \$40.00 per month now being paid Tax-Assessor Collector as Auto Expense be discontinued effective April 30, 1969.

Voting Aye

J. P. Noble
Bryant Holmes
C. R. Fanning
A. D. Hackler

Motion made by Bryant Holmes second by A. D. Hackler that money allowed for extra help in County Clerks office for indexing be discontinued effective April 30, 1969

Voting No

C. R. Fanning

Voting Aye

J. P. Noble
Bryant Holmes
A. D. Hackler

420

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 Bobbie Hankins 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 Bobbie Hankins 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
Bobbie Hankins 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 15th day of April 1969

O. W. Loyd

of Upshur County, Texas

THE STATE OF TEXAS,

County of Upshur } BEFORE ME,
 in and for Upshur County, Texas,
 on this day personally appeared O. W. Loyd

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 Gilmar, Texas,

this 15th day of April 1969

Esther Beck
 Notary Public in and for
 Upshur County, Texas

OATH OF OFFICE

I, Bobbie Hankins

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of
Deputy 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.

Bobbie Hankins

Subscribed and sworn to before me, this 15th day of April 1969

Esther Beck
 Notary Public in and for
 Upshur County, Texas

NOTE Article 16, Section 1, of the Constitution before amendment in November 1989 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.

42

April 21, 1969

Commissioners Court met in regular session. Motion made by Bryant Holmes to resend order pertaining to Auto Expense of Tax Assessor Collectors office duly passed April 14, 1969. Seconded by E. L. Farmin. Motion carried.

Effie Nobles
Bryant Holmes
E. L. Farmin
A. W. Harkler



UPSHUR COUNTY COMMISSIONERS COURT

BILMER, TEXAS

April 30, 1969

Commissioners Court met in special session with all members present. Court met to consider emergency purchase of sheriff's auto due to fact that one auto of sheriff's dept is out of service with major repairs needed. Motion made & seconded that emergency purchase of auto be made from Roy Motor Company, Bilmer, Texas. Price to be \$2553 ⁷⁶.

Voting no -

Voting aye
J. H. McKeith
Bryant Holmes
Effie Nobles
E. L. Farmin
A. W. Harkler

422

Minutes made by E. H. Janni record
by A. D. Haecker - salary of Alvin
Davis be raised to 118'3 per month
effective April 1, 1969 -

Voting age
A. D. Haecker
P. J. Haecker
E. H. Janni
A. D. Haecker

Minutes made recorded & carried
to recess commissioner's court until
10: A.M. Monday April 21, 1969

Voting age
A. D. Haecker
P. J. Haecker
E. H. Janni
A. D. Haecker