



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 24, 1975

The Commissioners Court of Upshur County met in special session with all members present. Besco Costruction Company presented Estimate # 13 for Courthouse renovation for payment. Estimate was approved for payment. \$26000.00 to be paid by Certificate of Obligations and \$356.00 to be paid from Federal Revenue Funds Passed and approved this 24 day of March 1975

Ernest Dean

E. H. White

J. W. Meadows

Charles L. Still

Floyd Dorman

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March 24, 1975

Commissioners Court met in special session with all members present.

Motion made by Meadows, seconded by Floyd Drennan to sign resolutions to Council of Government. Motion carried. Resolution attached to minutes.

Motion made by Meadows, seconded by Drennan to pay estimate #13 for \$26,365.00. Motion carried.

Motion made by Drennan to pay Constables \$30.00 a month for travel expense - failed to get a second.

Wayne Wilson brought a report on trip to Civil Defense Annual Meeting in Austin.

Request of Mrs. Nora Cannon to place a Bible in Courthouse was discussed, but no action taken.

Motion made by Still, seconded by Meadows to have four voting places in County for Special Election of April 22, 1975. The voting places to be Voting Box #1 (Commissioners Precinct #1) Voting Box #2 (Commissioners Precinct #2) Voting Box #3 (Commissioners Precinct #3) Voting Box #4 (Commissioners Precinct #4). Motion carried.

Motion made and seconded to approve the election judges for the year 1975, for all special and general elections. Motion carried.

Ernest Deane
E. P. McCall
J. W. Meadows
C. J. Still
Floyd Drennan

A RESOLUTION AUTHORIZING PARTICIPATION IN THE MULTI-AGENCY CRIME PREVENTION PROJECT SPONSORED BY EAST TEXAS COUNCIL OF GOVERNMENTS.

WHEREAS, the East Texas Council of Governments is sponsoring a Multi-Agency Crime Prevention Program funded by the Texas Criminal Justice Council; and

WHEREAS, the Crime Prevention Program will consist of the following:

1. The East Texas Council of Governments has hired, at its own expense, a full-time Crime Prevention Coordinator to be made available to consult with participating agencies.
2. The East Texas Council of Governments will, at its own expense, furnish to each agency Crime Prevention material which includes locks, alarms, locking devices, 16MM projector, screens, instructional media, special films for public showing and publication and reference materials for distribution to local county residents and businessmen.
3. The East Texas Council of Governments will, at its own expense, provide for local printing of security checklists, survey lists, brochures, leaflets, etc., such materials to be provided to each agency; and

WHEREAS, the need for concentrated effort in the area of crime prevention in this area is recognized;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners' Court of Upshur County, Texas;

THAT Upshur County hereby agrees to participate in the Multi-Agency Crime Prevention Project sponsored by the East Texas Council of Governments.

THAT the Sheriff of Upshur County, Texas, is authorized to assign an officer to work part-time with the East Texas Council of Governments Crime Prevention Coordinator to carry out the program in the territorial boundaries of Upshur County.

PASSED, approved, and adopted this 24th day of March, 1975.

Attest:

Lawrence Dean
County Judge, Upshur County

[Signature]
County Clerk, Upshur County

[Signature]
Commissioner Pct. No. 1 Upshur County

[Signature]
Commissioner Pct. No. 2 Upshur County

[Signature]
Commissioner Pct. No. 3 Upshur County

[Signature]
Commissioner Pct. No. 4 Upshur County



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STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Mark W. White, Jr.
SECRETARY OF STATE

March 26, 1975

Bruce Hughes
ASST. SECRETARY OF STATE

To: Comptroller of Public Accounts
Commissioners Court and County Auditor of Upshur County

From: Secretary of State

In compliance with Article 3882, Texas Revised Civil Statutes,
you are advised that a commission has been issued to each of the officers
of Upshur County, Texas, listed below, pursuant to his
appointment to fill a vacancy in the office until the next General Election.

<u>OFFICE</u>	<u>NAME OF OFFICER</u>
District Clerk	Leo Williams
County Clerk	J.B. Hill, Jr.
County Treasurer	Carl H. Pitman
County School Superintendent	Norman Tuel
County Surveyor	Richard McClelland
County Commissioner Precinct 2	J.W. Meadows
County Commissioner Precinct 4	Floyd Drennan
Justice of the Peace Precinct 1 & Ex Officio Notary Public	E.S. Simpson
Justice of the Peace Precinct 2 & Ex Officio Notary Public	Gorman Coston

OFFICE	NAME OF OFFICER
Justice of the Peace Precinct 3 & Ex Officio Notary Public	H.S. Taff
Justice of the Peace Precinct 4 & Ex Officio Notary Public	Gastel Turner
Justice of the Peace Precinct 5 & Ex Officio Notary Public	Cyril Bennett

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

STATE OF TEXAS

County Number

County of Upshur

KNOW ALL MEN BY THESE PRESENTS:

That First 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:

(PROVIDED, HOWEVER, THAT INSTEAD OF ALL OR A PORTION OF SUCH APPROVED SECURITIES, AND CONTINGENT UPON SAID BANK NOW HAVING, AND CONTINUING, AND MAINTAINING DEPOSIT INSURANCE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE DEPOSIT AND PLEDGE OF APPROVED SECURITIES MAY BE WAIVED BY THE COMMISSIONERS' COURT IN AN AMOUNT EQUAL TO THE AMOUNT OF SUCH FEDERAL DEPOSIT INSURANCE CORPORATION PROTECTION FOR PUBLIC SCHOOL FUNDS).

(SECURITIES PLEDGED FOR PURPOSES OF THE AGREEMENT)

ISSUE DATE	DESCRIPTION & SERIAL NO	% RATE	MATURITY DATE	PAR VALUE
3-25-70	Federal Home Loan Banks Cons. Bonds, Receipt No. 82858 A, First National Bank, Dallas, Texas	7.75	2-25-80	\$100,000.00
(ATTACH SEPARATE EXHIBITS IF NECESSARY TOTAL AMOUNT OF PLEDGE MUST BE STATED)		FDIC AMOUNT (REGULAR)	\$ 40,000.00	
		FDIC AMOUNT (INT. & SINKING)	\$	
		TOTAL AMOUNT	\$140,000.00	

THE First National Bank SHALL FURNISH OR CAUSE TO BE FURNISHED, SAFEKEEPING RECEIPTS, OR TRUST RECEIPTS ISSUED BY THE HOLDER OF THE SECURITIES PLEDGED TO THIS AGREEMENT, TO THE COUNTY JUDGE OF Upshur COUNTY, WHICH RECEIPTS SHALL EVIDENCE THE PLEDGED INTEREST IN AND TO ALL OF THE SECURITIES PLEDGED AND BANK FURTHER AGREES THAT IT SHALL PROMPTLY FURNISH PHOTO COPIES OF SUCH RECEIPTS OR OTHER DOCUMENTS TO THE TEXAS EDUCATION AGENCY, OFFICE OF THE BUSINESS MANAGER, AUSTIN, TEXAS 78711 BANK FURTHER AGREES AND SHALL PROMPTLY FURNISH TO SAID TEXAS EDUCATION AGENCY NOTICE OF ANY AND ALL CHANGES, SUBSTITUTIONS, OR REPLACEMENTS, OF THE COLLATERAL SECURITIES

THE CONDITIONS of the above contract are such that, whereas, the above bounden pledgor, the First National Bank of 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 First National Bank of Gilmer, Texas, 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 14 day of February, A. D. 19 75.

(Seal of Bank)

Approved in Open Commissioners' Court this 10th day of Feb., A. D.

19 75
[Signature]
COUNTY JUDGE

First National Bank
BANK

Gilmer, Texas, Texas

By _____
PRESIDENT

(Seal of Court)

Melvin Cross ACKNOWLEDGMENT

STATE OF TEXAS

County of Upshur } Before Me, Muriol Lohhart

on this day personally appeared Melvin Cross, President of the First National Bank of 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 14 day of February

A. D. 19 75.

(Seal)
[Signature]

Notary Public in and for Upshur County, Texas

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

Upshur County

Pledgor First National Bank

Address Box 520

Gilmer, Texas

75 FEB 21 AM 11:10

ACCEPTED AND FILED AT
TEXAS EDUCATION AGENCY
AUSTIN, TEXAS

3-21, 19 75
[Signature]
BUSINESS MANAGER

County Depository Pledge Contract

STATE OF TEXAS,
County of UPSHUR

KNOW ALL MEN BY THESE PRESENTS:

That THE FIRST NATIONAL BANK, GILMER, TEXAS
of UPSHUR County, Texas, does hereby pledge
and deposit the following securities with the Commissioners' Court of UPSHUR
County, in the amount of FIVE HUNDRED THOUSAND ----- Dollars,
upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
U.S. Treas. Notes Series B-1977 Dated 8/15/70 Due 8/15/77	
1. Int. 7.75 Receipt No. 203118-5	\$ <u>300,000.00</u>
Government National Mortgage backed 2. <u>Bdsn. Dated 5/25/72-Due 2/25/77 Int.</u> 6.150 Trust No. 313391	\$ <u>200,000.00</u>
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
TOTAL <u>\$500,000.00</u>	\$ _____

Signed, sealed and dated this the 21st day of February, A. D. 19 75.

The conditions of the above contract are such that, whereas, the above bounden pledgor _____

The First National Bank, Gilmer, Texas was on the 10 day of February, A. D. 19 75,
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

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 None per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor FIRST 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 First National Bank has 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.

First National Bank
Gilmer, Texas
By Melvin Cross President, as Principal

(SEAL)

FORWARDED TO THE COUNTY CLERK

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ACKNOWLEDGMENT

STATE OF TEXAS,

County of UPSHUR

BEFORE ME, MURIEL LENHART

on this day personally appeared MELVIN CROSS

President of THE FIRST 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 FIRST NATIONAL 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 21st day of

February, A. D. 19 75



Muriel Lenhart
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 _____ day of _____, 19_____, and duly recorded in Book _____, Page _____, Bond Record of _____ County, Texas.

WITNESS my hand and seal of office, this the _____ day of _____, 19_____

County Clerk, _____ County.

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.

1975
ELECTION JUDGES FOR SPECIAL AND
GENERAL ELECTIONS

SOUTHEAST GILMER #1	- Rex Shaw Route 5 Gilmer	Jr. High School
NORTHEAST GILMER #2	- Patsy Lindsey Route 6 Gilmer	Pine Acres Community Center
SOUTHWEST GILMER #3	- Lois Graves 517 Kaufman Gilmer	Intermediate School
NORTHWEST GILMER #4	- Sarah Greene Greenway Gilmer	Upshur County Library
GLENWOOD #5	- L. D. Webb Route 1 Gilmer	Glenwood School Bldg.
LAFAYETTE #6	- Earl A. Adams Route 1 Pittsburg	Court House - Lafayette
BIG SANDY #7	- Lucille Wimberley Big Sandy	City Hall
ABSENTEE #8	- Frankie Hamberlin (when needed)	
WEST MOUNTAIN #9	- Mrs. Clinton Clark Route 1 Gilmer	West Mt. City Hall
GRICE #10	- M. O. Dacus Route 2 Winnsboro	Store - Grice
EWELL #12	- A. F. Elwell Route 6 Gilmer	Union Ridge Community Center
SIMPSONVILLE #13	- Mrs. R. A. Blundell Route 2 Gilmer	Court House - Simpsonville
PRITCHETT #15	- Mrs. Ruth Snow Route 2 Big Sandy	Pritchett Community Center
ROCKY #16	- J. F. (Howard) Dunagan Route 2 Gladewater	American Legion Hall
DIANA #18	- LeRoy Foster Route 1 Diana	Diana School
ORE CITY #19	- Mrs. Wayne Bowers Ore City	City Hall
EAST MOUNTAIN #21	- W. C. Mathis Route 1 Gilmer	Community Center
LATCH #23	- Joe B. Thompson Route 3 Gilmer	Community Center
UNION HILL #24	- M. C. Sturdivant Route 2 Gilmer	Union Hill School
ROSEWOOD #25	- Florence Johnson Route 4 Gilmer	Community Center
UNION GROVE #27	- Neil Cooper Route 2 Gladewater	Union Grove School

Ernest Reagor

O. P. Nicks

J. W. Mendenhall

C. L. Stiff

Floyd D. Dawson

April 1, 1975

Commissioners Court met in regular session with all members present: Judge Everett Dean, Offie Nobles, J. W. Meadows, Charles Still and Floyd Drennan.

Jordan Ambulance Service reported to the Court they were short on members at this time for two (2) ambulances. The time to be extended to the 19th of April for membership so as to have enough members for two ambulances as there is a need for more than one for the County. The City Council and the County Commissioners will have joint meeting Thursday, April 3, 1975, to discuss the possibility of getting the second ambulance in case the membership does not come to the amount needed.

Judge Dean suggested a change - the expense of the County Officials from the \$125.00 for the three times a year for the expense of any meeting or any Seminar that they may attend to the actual expense that they have, as long as they have paid expense tickets. Also, any one that goes to a meeting must meet with Commissioners Court for approval. Charles Still made motion to approve this, seconded by Floyd Drennan. Motion carried.

Judge Dean gave suggestion of date for holidays for county employees only. This to be typed for next meeting day.

Mr. Ashbrook met with Court asking for the job of maintaining the equipment of the courthouse - to service the electric equipment, etc. Motion made by Offie Nobles, seconded by J. W. Meadows to dismiss this until next court day. Motion carried.

The list of Election Judges for Special and General Elections was presented to the Court. Motion was made by Offie Nobles seconded by J. W. Meadows for approval. Motion carried.

Motion made by Offie Nobles, seconded by J. W. Meadows for Special Road Use Agreement Contract in Precinct #1. Motion carried.

Application was made by Etex Telephone Co. to bury telephone line in Precinct #2. Motion made by J. W. Meadows seconded by Offie Nobles. Motion carried.

Approval for Diana Water Supply was made for two crossings of water line on roads. Motion made by J. W. Meadows and seconded by Offie Nobles. Motion carried.

Everett Dean
Offie Nobles
J. W. Meadows
Charles Still
Floyd Drennan