



# UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 2, 1981

Commissioners Court met in a Special Session with all members present.

Judge Dean read the minutes of the February 23, 1981 meeting. J. W. Meadows made the motion seconded by Delmo Lawson to approve the minutes with the following correction:

Delmo Lawson made the motion seconded by J. W. Meadows to reappoint Gary D. Wilson for the term September 1, 1980 through August 31, 1981, to the Public Responsibility Committee serving Sabine Valley Regional MMR Center, Longview, Texas. Motion carried.

A permit application was submitted by Donnie C. Gidden, Jr. to install a culvert within the Right of Way of county road Aspen Trail. Charles Still made the motion seconded by Floyd Drennan to approve the application. Motion carried. Copy attached.

After examining the depository bids, Keith Barber returned them to the court with his recommendation. J. W. Meadows made the motion seconded by Delmo Lawson to accept the bid from the Gilmer National Bank. The motion was also made by J. W. Meadows and seconded by Delmo Lawson to accept the County Depository Pledge Contract submitted by Gilmer National Bank. Motion carried. Copy attached.

Charles Still made the motion seconded by Floyd Drennan to approve the addition of the names of Vikki Bailey and Mrs. Loucille Kay to the list of Upshur County Historical Committee members. Motion carried.

Motion was made by Floyd Drennan seconded by J. W. Meadows to approve an agreement exchanging claims for \$54,000 worth of certificates of obligation. Motion carried. Copy attached.

Charles Still made the motion seconded by Floyd Drennan to approve the new employee John T. Griffin, Jr. in the Sheriff's Department. Motion carried. Copy attached.

J. W. Meadows made the motion seconded by Delmo Lawson to approve the unpaid bills. Motion carried. Copy attached.

\_\_\_\_\_  
Upshur County Judge, Everett Dean

J. W. Meadows  
Commissioner Precinct #2, J. W. Meadows

Delmo Lawson  
Commissioner Precinct #2, Delmo Lawson

Charles Still  
Commissioner Precinct #3, Charles Still

Floyd Drennan  
Commissioner Precinct #4, Floyd Drennan

FILED  
J.B. HILL, JR.  
CLERK UPSHUR COUNTY  
'81 MAR 10 PM 1:52

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Feb. 26, 1981

TO: THE UPSHUR COUNTY COMMISSIONERS' COURT  
COUNTY OF UPSHUR  
OTTUMER, TEXAS

Normal notice is hereby given that Donnie C. Gidden, Jr.  
whose principal address is Rt. 2 Box 80, Big Sandy, Texas 75755  
does propose to place a culvert installation  
within the ROW of County Road Logan Trail  
as follows:

The location and description of the proposed lines or  
improvements is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME: Donnie C. Gidden, Jr.

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*Approved by*  
*3-7-81*

3:11 PM '81



MAX MOPEEK  
PRESIDENT

February 20, 1981

Commissioners Court  
Upshur County  
Gilmer, Texas 75644

Gentlemen:

The Gilmer National Bank submits the following bid to become depository for Upshur County for the year 1981-82.

I. DEPOSITORY

The Bank does hereby agree to maintain all accounts of the County according to the wishes and desires of the County, or its proper and legally designated representative or representatives, in compliance with all the provisions of the laws of the State of Texas relating to the County fund depositories. In this connection, it is expressly understood that the County shall have the power to determine and designate the character and amount of County funds which shall be "demand deposits" and what character and amount of funds shall be "time deposits".

II. SECURITIES PLEDGE

The Bank agrees to execute a depository pledge contract with the County and to pledge acceptable securities in compliance with the Statutes of the State of Texas in an amount determined by the County as necessary in securing any and all deposits of the County's Public Funds. It is agreed that the County shall reserve the right to alter from time to time the required amount of securities to be sufficiently adequate to protect said funds and to approve or reject the securities so pledged. It is further understood that the Bank shall have the right and privilege of substituting securities upon obtaining approval of the County, provided the total amount of securities deposited is adequate under the law.

Box 460, Gilmer, Texas 75644 (214) 843-3633

Page 2  
February 20, 1981  
Commissioners Court

III. RATE GUARANTEE

Certificates of \$100,000.00 or more will pay the same rate as that paid for \$10,000.00 money market certificates for 26 weeks. This rate, according to Regulation Q, will be one-quarter per cent above the rate for United States Treasury Bills immediately prior to the date of the deposit or certificate. It shall be binding only until the maturity of the certificate.

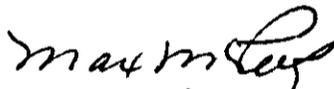
The interest rate for time deposits under \$100,000.00 shall be the maximum rate offered according to Regulation Q at the time the deposit or certificate is written. It shall be binding only until the maturity of the certificate.

IV. OTHER SERVICES

The Bank agrees to furnish deposit slips for all of the accounts, money bags and a monthly bank statement on each account without charge to the County. We will also act as paying agent for principal and/or interest on County bonds without charge. We will furnish bags and keys as needed for night depository without cost to the County. We will help in any financial and accounting counseling that might be needed. We will handle all County accounts in accordance with generally accepted banking practice.

I am enclosing a statement showing the financial condition of the bank as of application date. The amount of paid-up capital stock is \$100,000.00 and permanent surplus is \$1,500,000.00. Also attached is our certified check in the amount of \$10,000.00 as a guarantee of good faith on our part.

Yours very truly,



Max McPeck  
President

MMc:fj

Enclosures: (2)



MAX McPEEK  
PRESIDENT

February 20, 1981

Commissioners Court  
Upshur County  
Gilmer, Texas 75644

Gentlemen:

The Gilmer National Bank submits the following bid to become depository for Upshur County - School Funds for the year 1981-82.

I. DEPOSITORY

The Bank does hereby agree to maintain all accounts of the County according to the wishes and desires of the County, or its proper and legally designated representative or representatives, in compliance with all the provisions of the laws of the State of Texas relating to the County fund depositories. In this connection, it is expressly understood that the County shall have the power to determine and designate the character and amount of County funds which shall be "demand deposits" and what character and amount of funds shall be "time deposits".

II. SECURITIES PLEDGE

The Bank agrees to execute a depository pledge contract with the County and to pledge acceptable securities in compliance with the Statutes of the State of Texas in an amount determined by the County as necessary in securing any and all deposits of the County's Public Funds. It is agreed that the County shall reserve the right to alter from time to time the required amount of securities to be sufficiently adequate to protect said funds and to approve or reject the securities so pledged. It is further understood that the Bank shall have the right and privilege of substituting securities upon obtaining approval of the County, provided the total amount of securities deposited is adequate under the law.

Box 460, Gilmer, Texas 75644 (214) 843-3653

Page 2  
February 20, 1981  
Commissioners Court

III. RATE GUARANTEE

Certificates of \$100,000.00 or more will pay the same rate as that paid for \$10,000.00 money market certificates for 26 weeks. This rate, according to Regulation Q, will be one-quarter per cent above the rate for United States Treasury Bills immediately prior to the date of the deposit or certificate. It shall be binding only until the maturity of the certificate.

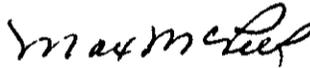
The interest rate for time deposits under \$100,000.00 shall be the maximum rate offered according to Regulation Q at the time the deposit or certificate is written. It shall be binding only until the maturity of the certificate.

IV. OTHER SERVICES

The Bank agrees to furnish deposit slips for all of the accounts, money bags and a monthly bank statement on each account without charge to the County. We will also act as paying agent for principal and/or interest on County bonds without charge. We will furnish bags and keys as needed for night depository without cost to the County. We will help in any financial and accounting counseling that might be needed. We will handle all County accounts in accordance with generally accepted banking practice.

I am enclosing a statement showing the financial condition of the bank as of application date. The amount of paid-up capital stock is \$100,000.00 and permanent surplus is \$1,500,000.00. Also attached is our certified check in the amount of \$500.00 as a guarantee of good faith on our part.

Yours very truly,



Max McPeck  
President

MMc:fj

Enclosures: (2)



MAX MOPEK  
PRESIDENT

February 20, 1981

Commissioners Court  
Upshur County  
Gilmer, Texas 75644

Gentlemen:

The Gilmer National Bank submits the following bid to become depository for Upshur County (County and District Clerk Trust Funds) for the year 1981-82.

I. DEPOSITORY

The Bank does hereby agree to maintain all accounts of the County according to the wishes and desires of the County, or its proper and legally designated representative or representatives, in compliance with all the provisions of the laws of the State of Texas relating to the County fund depositories. In this connection, it is expressly understood that the County shall have the power to determine and designate the character and amount of County funds which shall be "demand deposits" and what character and amount of funds shall be "time deposits".

II. SECURITIES PLEDGE

The Bank agrees to execute a depository pledge contract with the County and to pledge acceptable securities in compliance with the Statutes of the State of Texas in an amount determined by the County as necessary in securing any and all deposits of the County's Public Funds. It is agreed that the County shall reserve the right to alter from time to time the required amount of securities to be sufficiently adequate to protect said funds and to approve or reject the securities so pledged. It is further understood that the Bank shall have the right and privilege of substituting securities upon obtaining approval of the County, provided the total amount of securities deposited is adequate under the law.

Box 460, Gilmer, Texas 75644 (214) 843-5653

Page 2  
February 20, 1981  
Commissioners Court

III. RATE GUARANTEE

Certificates of \$100,000.00 or more will pay the same rate as that paid for \$10,000.00 money market certificates for 26 weeks. This rate, according to Regulation Q, will be one-quarter per cent above the rate for United States Treasury Bills immediately prior to the date of the deposit or certificate. It shall be binding only until the maturity of the certificate.

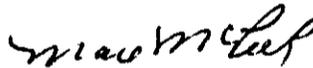
The interest rate for time deposits under \$100,000.00 shall be the maximum rate offered according to Regulation Q at the time the deposit or certificate is written. It shall be binding only until the maturity of the certificate.

IV. OTHER SERVICES

The Bank agrees to furnish deposit slips for all of the accounts, money bags and a monthly bank statement on each account without charge to the County. We will also act as paying agent for principal and/or interest on County bonds without charge. We will furnish bags and keys as needed for night depository without cost to the County. We will help in any financial and accounting counseling that might be needed. We will handle all County accounts in accordance with generally accepted banking practice.

I am enclosing a statement showing the financial condition of the bank as of application date. The amount of paid-up capital stock is \$100,000.00 and permanent surplus is \$1,500,000.00.

Yours very truly,



Max McPeek  
President

MMc:fj

Enclosure

# of Gilmer National Bank

DILMER, TEXAS

AT THE CLOSE OF BUSINESS DECEMBER 31, 1980

### RESOURCES

	1979	1980
Loans and Discounts .....	\$13,806,129.39	\$13,952,325.35
Overdrafts .....	5,744.40	8,179.63
Building, Furniture and Fixtures .....	304,558.95	399,262.31
Federal Reserve Bank Stock .....	33,000.00	33,000.00
Other Assets .....	4,199.67	-0-
Other Real Estate .....	-0-	-0-

### CASH AND QUICK ASSETS:

Cash and Exchange .....	\$ 2,247,007.62	\$ 2,726,566.95
U.S. Government Bonds .....	3,045,126.93	4,345,773.14
Municipal Bonds and Warrants .....	7,428,482.25	8,244,411.41
Federal Funds Sold .....	2,000,000.00	5,000,000.00

TOTAL - - - \$28,874,249.21    \$34,709,537.89

### LIABILITIES

Capital Stock .....	\$ 100,000.00	\$ 100,000.00
Surplus .....	1,000,000.00	1,000,000.00
Undivided Profits .....	1,446,609.47	1,812,740.19
Reserves .....	466,948.50	472,299.04
Unearned Interest .....	532,405.15	479,182.92
Mortgage Indebtedness .....	52,500.00	35,000.00
DEPOSITS .....	\$25,275,786.09	\$30,810,315.74

TOTAL - - - \$28,874,249.21    \$34,709,537.89

THE ABOVE STATEMENT IS CORRECT.

MAX MOPEEK, PRESIDENT

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

#### OFFICERS

MALCOLM SMITH, CHAIRMAN OF THE BOARD  
 MAX MOPEEK, PRESIDENT  
 KENNETH STEWART, EXECUTIVE VICE-PRESIDENT  
 CHARLES HOLMES, VICE-PRESIDENT  
 ROY HARRIS, CASHIER  
 VIRGINIA CARROLL, ASST. CASHIER  
 GARY W. PATTERSON, ASST. VICE-PRESIDENT  
 JOYCE CLARK, ASST. CASHIER  
 MARY H. VAUGHN, ASST. CASHIER

#### DIRECTORS

L. N. COE \*  
 SARAH GREENE  
 EDWIN P. HERRMANN  
 S. J. HOBB  
 J. M. HOBB \*  
 PATRICIA INNERARITY  
 J. T. LONG  
 MAX MOPEEK  
 WILLIAM F. PATTERSON  
 MALCOLM SMITH  
 KENNETH STEWART  
 \* ADVISORY



	<u>RATE</u>	<u>MATURITY DATE</u>	<u>SAFEKEEPING RECEIPT NO.</u>	<u>AMOUNT</u>
Federal Home Loan Bank Bonds	10.8%	3/25/85	446343	\$ 200,000.00
Federal Home Loan Bank Bonds	8.125%	5/28/85	372561	\$ 200,000.00
Federal Land Bank Bonds	8.20%	1/20/83	323518	\$ 200,000.00
Federal National Mortgage Association Bonds	14.05%	1/10/84	457286	\$ 100,000.00
Federal Land Bank Bonds	8.20%	1/22/90	369645	\$ 200,000.00
Federal Land Bank Bonds	8.10%	7/22/85	323276	\$ 100,000.00
Federal Farm Credit Bank Bonds	13.20%	3/ 4/85	460807	\$ 200,000.00
Arlington, Texas Permanent Improvement Bonds	8%	2/ 1/90	447079	\$ 95,000.00
Dallas, Texas Civic Center Revenue Bonds	5.3%	1/ 1/92	371873	\$ 100,000.00
Midland County, Texas Housing Finance Corporation Bonds	8.5%	7/ 1/89	449614	\$ 100,000.00
<u>FDIC</u> .....Interest and Sinking				\$ 100,000.00
Regular				\$ 100,000.00
Time and Savings				\$ 100,000.00
 TOTAL				<hr/> \$1,795,000.00

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 \_\_\_\_\_ per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor Gilmer National Bank 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 Texas Revised Civil Statutes Annotated article 2547, 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 Gilmer 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.

Gilmer National Bank  
By Max McPeck  
Max McPeek - President, as Principal



### ACKNOWLEDGMENT

STATE OF TEXAS, }  
County of UPSHUR } Before Me, Gary W. Patterson

on this day personally appeared Max McPeek  
President of Gilmer National Bank  
(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 Gilmer 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 2nd day of March, A. D. 19 81. My commission expires Jan. 1985

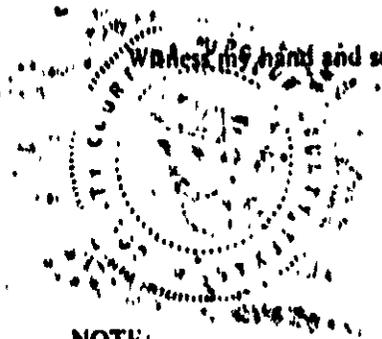


Gary W. Patterson  
Notary Public in and for

UPSHUR County, Texas.

(Seal)

The within contract showing approval by the Commissioners' Court of this County, was filed for record on the 2nd day of March, 19 81, and duly recorded in Book 6 Page 101, Bond Record of Upshur County, Texas and forwarded to the Comptroller of Public Accounts for approval.



Witness my hand and seal of office, this the 2nd day of March, 19 81.

J. B. Steele  
County Clerk, Upshur County.

**NOTE:**

1. THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COMMISSIONERS' COURT MUST GIVE APPROVAL OF THIS CONTRACT.
2. Texas Revised Civil Statutes Annotated articles 2547 and 2548a, prescribe character of securities that may be pledged.
3. Securities pledged are to be accepted at their market value and not at their face value.
4. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
5. This blank form should be used where it is possible.

FILED  
J.B. HILL, JR.  
CLERK OF COUNTY

'81 FEB 30 AM 11:00

**County Depository  
Pledge Contract**

Upshur County.

Made in the sum of \$ 1,795,000.00

APPROVED IN OPEN  
COMMISSIONERS' COURT

March 2, 19 81

*Wm. H. Hill*

County Judge upshur County.

Filed: March 2, 19 81

*J.B. Hill Jr.*

County Clerk Upshur County.

Approved:

\_\_\_\_\_, 19 \_\_\_\_

FOR:

Comptroller of Public Accounts

VOL 21 PG. 74  
NOI. 6 PG. 196

FILED FEB 28 1981

C. L. ...

EXCHANGE CERTIFICATE

THE STATE OF TEXAS           §  
   §  
 COUNTY OF UPSHUR           §

WE,

EVERETT DEAN,     COUNTY JUDGE of Upshur County, Texas  
 J. B. HILL, JR.   COUNTY CLERK of Upshur County, Texas  
 C. H. PITMAN     COUNTY TREASURER of Upshur County, Texas

DO HEREBY CERTIFY that the said County, through its said officials has this day received a total of \$54,000 in claims and accounts from the bank as follows:

Claim number 8 for \$11,000 in claims and accounts from the Gilmer National Bank of Gilmer, Texas, and

Claim number 9 for \$43,000 in claims and accounts from the Gilmer National Bank of Gilmer, Texas,

and said \$54,000 in claims and accounts represents outstanding indebtedness described in detail in that certain order of the Commissioners' Court of said County passed on the 2 day of March, 1981, to which reference is herein made for a detailed description of said indebtedness.

WE FURTHER CERTIFY that each of said original evidences of indebtedness was incurred in connection with a claim or account for which the County was legally liable and for which full value and consideration was and is acknowledged; that each claim or account has been duly audited, approved and allowed by the Commissioners' Court of Upshur County, Texas, prior to the issuance of said evidences of indebtedness, the amount of each claim or account not being in excess of any statutory limitation or appropriation; that none of said claims or accounts were incurred for money borrowed or for purposes other than permitted by statute.

WE FURTHER CERTIFY that we have on this day cancelled and destroyed each of the evidences of indebtedness described in the aforesaid order of the Commissioners' Court.

WE FURTHER CERTIFY that in lieu of said \$54,000 claims and accounts we have on this day delivered to the Gilmer National Bank of Gilmer, Texas, certificates numbered 432 through 485, totaling \$54,000 "Upshur County, Texas, Certificates of Obligation, Series 1979," dated June 1, 1979, in denomination of \$1,000 each, bearing interest at the rate of 6% per annum, and numbered and maturing as follows:

<u>CERTIFICATE NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY</u>	<u>AMOUNT</u>
432 to 465	1994	\$34,000
466 to 485	1995	20,000

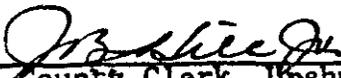
(being part of a total authorized issue of \$500,000 certificates).

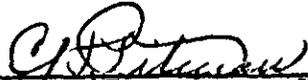
VOL 21 PG. 76

AND WE FURTHER CERTIFY that the said certificates of obligation were duly and legally authorized by order of the Commissioners' Court of Upshur County, Texas, passed on the 14th day of May, 1979, and recorded in the Minutes of said Commissioners' Court.

WITNESS OUR HANDS and the seal of said Commissioners' Court, this the 2<sup>nd</sup> day of March, 1981.

  
\_\_\_\_\_  
County Judge, Upshur County, Texas

  
\_\_\_\_\_  
County Clerk, Upshur County, Texas

  
\_\_\_\_\_  
County Treasurer, Upshur County,  
Texas

(Comm. Crt. Seal)

EXCHANGE CERTIFICATE

THE STATE OF TEXAS                   §  
   §  
 COUNTY OF UPSHUR                   §

WE, THE UNDERSIGNED OFFICERS of the GILMER NATIONAL BANK, Gilmer, Texas, DO HEREBY CERTIFY THAT THE SAID BANK through its said officials has this day received certificates of obligation numbered 432 through 485, totaling \$54,000 "Upshur County, Texas, Certificates of Obligation, Series 1979," dated June 1, 1979, in denomination of \$1,000 each, bearing interest at the rate of 6% per annum, and being numbered and maturing as follows:

<u>CERTIFICATE NUMBERS</u> (All Inclusive)	<u>MATURITIES</u>	<u>AMOUNT</u>
432 to 465	1994	\$34,000
466 to 485	1995	20,000

and being part of a total authorized issue of \$500,000 certificates.

WE FURTHER CERTIFY that such certificates were delivered to this Bank in exchange for Claim numbered 8 for \$11,000 and Claim numbered 9 for \$43,000, representing outstanding indebtedness described in detail in that certain order of the Commissioners' Court of said County passed on the 2nd day of March, 1981, to which reference is hereby made for a detailed description of said indebtedness.

WITNESS OUR HANDS AND THE SEAL OF SAID BANK, this the 3rd day of March, 1981.

GILMER NATIONAL BANK,  
 Gilmer, Texas

By Gary W. Patton  
 President or Vice President

ATTEST:

By Ray A. Harris  
 Cashier or Assistant Cashier

(Bank Seal)

AN ORDER by the Commissioners' Court of Upshur County, Texas, relating to the exchange of claims and accounts for certificates of obligation; making provisions for the exchange; and making certain findings in connection therewith.

WHEREAS, by order duly passed and adopted on the 14th day of May, 1979, this Commissioners' Court authorized the issuance of certificates of obligation in the amount of \$500,000 for the purpose of paying all or a part of the contractual obligations to be incurred for the construction of public works (the construction and reconstruction of county roads and bridges) and for the purchase of materials, supplies, equipment and machinery and for the acquisition of land and rights of way for county roads; and

WHEREAS, in such order it was provided that claims and accounts representing an undivided interest in the certificates of obligation could be incurred and exchanged for the certificates of obligation; and

WHEREAS, on the 19th day of April, 1979, and on the 26th day of April, 1979, notice of intention to receive bids for the receipt of certain materials for road improvements (road oil) was published and bids were received on the 16th day of July, 1979, and contracts were duly and legally entered into by and between Upshur County and the following contractors:

Dorchester Refining Company  
Wilson-Riley, Inc.

WHEREAS, pursuant to such contracts certain oil has been supplied to the County and claims and accounts have been incurred and certain cash payments made as follows:

Claim  
Number

<u>Claim Number</u>	<u>Name of Contractor</u>	<u>Amount of Claim</u>	<u>Cash Paid</u>	<u>Barrels of Oil</u>	<u>Total Price Paid</u>
8	Dorchester Refining Company	\$11,000.	\$676.18	507.66	\$ 11,676.18
9	Wilson-Riley, Inc.	43,000	590.75	1805.00	43,590.75

AND WHEREAS, the said claims numbered 8 and 9 are held by the Gilmer National Bank, Gilmer, Texas, and it is now proper to provide for the exchange of the same for certificates of obligation; now, therefore,

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

SECTION 1: That all of the recitals contained in the preamble hereof are now found to be true and adopted as the judgment and findings of this Commissioners' Court.

SECTION 2: It is hereby found and determined that all of the claims and accounts listed in the preamble hereof have been incurred as contractual obligations by the County of Upshur, Texas; that claims numbered 8 and 9 were for the purchase of road oil for the reconstruction and improvement of county roads.

SECTION 3: That the certificates of the County of Upshur, State of Texas, known as "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1979" dated June 1, 1979, authorized to be issued by said Court on the 14th day of May, 1979, and described as follows, to wit:

<u>CERTIFICATE NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY</u>	<u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
432 to 465	1994	\$34,000	6%
466 to 485	1995	<u>20,000</u>	6%
Total		\$54,000	

be and the same are hereby ordered delivered as follows:

\$11,000 - certificates numbered 432 through 442 are hereby delivered to the Gilmer National Bank of Gilmer, Texas, in exchange for claim numbered 8 and

\$43,000 - certificates numbered 443 through 485 are hereby delivered to the Gilmer National Bank of Gilmer, Texas, in exchange for claim numbered 9.

**SECTION 4:** It is further ordered that said certificates be completed as to their execution and that all past due coupons be removed therefrom and that the same be issued under the Constitution and laws of the State of Texas for the purpose of paying, cancelling and funding an equal amount of the existing indebtedness of the County represented by Claims numbered 8 and 9, all of which were duly and legally incurred for the purpose specified in the preamble of this order. It is specifically found and determined that all of the claims and accounts which are to be allowed by this County prior to the issuance of the original indebtedness and that such original indebtedness is to be surrendered to the County Judge, County Clerk and County Treasurer and by those officers to be cancelled by the issuance and delivery to the aforesaid holders of the above described \$54,000 in certificates.

**SECTION 5:** As provided in the order of this County authorizing the issuance of the said certificates of obligation adopted on the 14th day of May, 1979, the County Judge, County Clerk and County Treasurer have joint control of said \$54,000 certificates and the said officials are authorized and directed to make the actual delivery of the certificates to the bank named above and to simultaneously deliver a receipt for the original claims and accounts to be surrendered in exchange for the indebtedness to be funded. The holder of such claims and accounts should be required to give the aforesaid officials of the County a receipt for the certificates which are being issued and paid in lieu of the original indebtedness.

**SECTION 6:** That when executed and delivered in accordance herewith the aforesaid certificates are hereby declared to be valid, subsisting and enforceable obligations of the County of Upshur, Texas, the said County having heretofore received full value and consideration for each claim and account mentioned in the preamble hereof, which claims and accounts evidence indebtedness of the County of Upshur heretofore incurred; that all things required by law in the issuance and delivery of said certificates and the underlying claims and accounts have happened and have been performed in due time, form and manner, as required by law; that each of the claims and accounts hereinabove listed were issued in payment of an obligation incurred in connection with the contractual obligations as described in the preamble of this order, this judicial ascertainment being expressly made for the use and benefit of the prospective owners and holders of the said certificates the Attorney General of Texas, and any other attorneys who shall pass upon the legality and validity of the said certificates and same shall be binding upon the County of Upshur, Texas, the Commissioners' Court of said County and the successors in office of the County, County Judge and other members of said Commissioners' Court.

VOL. 21 PG. 80

PASSED AND APPROVED, this the 2<sup>nd</sup> day of March, 1981.

*Ernest Deane*  
County Judge, Upshur County, Texas

ATTEST:

*B. L. ...*  
County Clerk and Ex-Officio  
Clerk of the Commissioners'  
Court of Upshur County, Texas

(Comm. Crt. Seal)

TO: PAYROLL DEPARTMENT

VOL. 21 PG. 91

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT February 1981  
(DATE & TIME)

EMPLOYEE John T. Griffin, Jr.

SOCIAL SECURITY NO. 458-34-1001 CLOCK NO. \_\_\_\_\_

THE CHANGE(S)

<input type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT		Sheriff
<input checked="" type="checkbox"/> JOB		Jailer - Dispatcher
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		\$946.00
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_

CHANGE AUTHORIZED BY Dale Jaworski DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

R&B #1

77	Salary Fund	Salaries	7,400.00
78	First National Bank	C.D. Purchase	27,000.00

R&B #2

100	Salary Fund	Salaries	7,357.21
101	First National Bank	C.D. Purchase	46,000.00

R&B #3

81	Salary Fund	Salaries	9,403.88
82	First National Bank	C.D. Purchase	13,000.00

General

471	Salary Fund	Salaries	67,103.15
472	First National Bank	C.D. Purchase	145,000.00
473	Burl Townsend	Services&charges	42.00
474	Miss Elwell	Services&charges	123.00
475	Edna F. Welch	Supplies	125.00

U-R&B

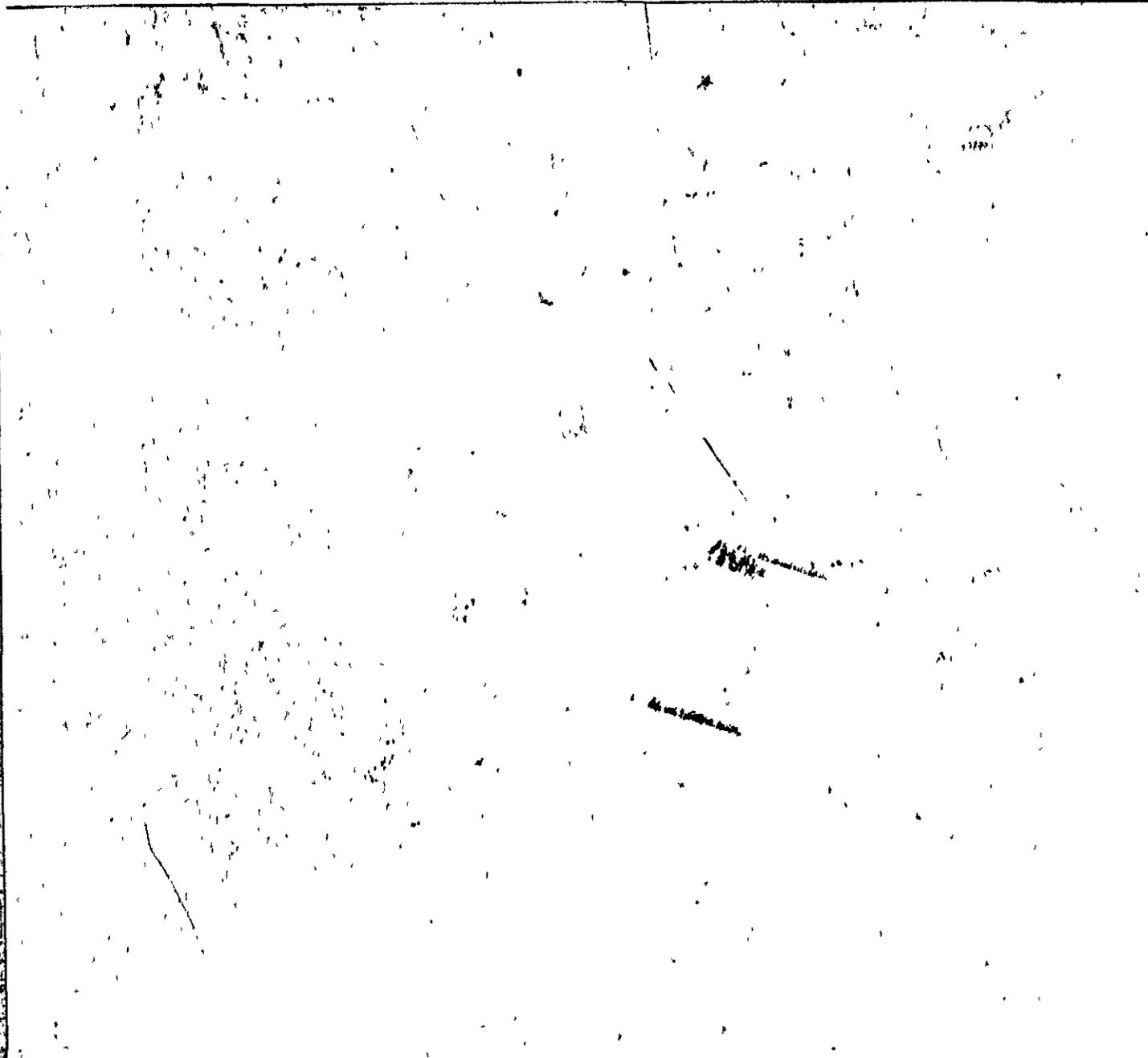
12	R&B #1,#2,#3,#4	Transfers	60,000.00
13	R&B #4	Transfer	8,500.00
14	R&B #4	Transfer	8,500.00
15	Gilmer National Bank	Principal	20,000.00
		Interest	6,205.14
16	First National Bank	Interest	6,930.00

R&B #4

102	Salary Fund	Salaries	7,875.78
103	First National Bank	C.D. Purchase	34,000.00
104	Chester Newsome	Gravel	18.00
105	Mrs. Ray Bogel	Gravel	12.00
106	Bessie Ray	Gravel	18.00

VOL 21 PG 83

~~ADP - BC~~



Salary Fund

29	Kathy Davidson	FICA Refund	5.00
30	Sue Cross	FICA Refund	1.00
31	Karen Glenn	FICA Refund	7.00
32	Mari Jo Robinson	FICA Refund	6.00
33	Addie Rene Morris	FICA Refund	2.00

21 FEB 10 1961

FILED  
J.B. HILL, JR.  
CLERK UPSHUR COUNTY  
1961 FEB 30 PM 2:27