



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 23, 1981

Commissioners Court met in a Special Session March 23, 1981 with all members present.

Judge Dean read the minutes of the March 16, 1981 meeting. Charles Still made the motion seconded by Floyd Drennan to approve the minutes to stand as read. Motion carried.

Upshur County Sheriff, Dale Jewkes met with the court and presented an Obligation for Liability Insurance for the protection of law enforcers, to protect them against prisoners that might be in jail and for any liability that might occur against the law officers. No action was taken on this insurance at this time.

Motion was made by J. W. Meadows seconded by Delmo Lawson to pass an order designating Gilmer National Bank as Upshur County Depository. Motion carried. Copy attached.

Charles Still made the motion seconded by Floyd Drennan to approve an agreement on the 911 phone number and also to place a copy in the court minutes. Motion carried. Copy attached.

A permit application was submitted by Delhi Pipeline Company to place a buried pipeline crossing two county roads in Precinct #1. Delmo Lawson made the motion seconded by Charles Still to approve the application. Motion carried. Copy attached.

A Special Road Use Agreement was submitted by Leonard Martin (Contractor) to use Wild Daisy road to haul logs. Motion made by J. W. Meadows seconded by Delmo Lawson to approve. Motion carried. Copy attached.

The motion was made by J. W. Meadows seconded by Delmo Lawson to approve a permit application from Joe M. Thomas to place a waterline within the Right of Way of county road Poppy Road. Motion carried. Copy attached.

The motion was made by Charles Still seconded by Delmo Lawson to approve a permit application submitted by Alton Youngblood to install a culvert within the ROW of county road Paw Paw Trail. Motion carried. Copy attached.

Charles Still made the motion seconded by J. W. Meadows to approve the following payroll changes:

Earnest Starnes	New Employee
Kenny Nilsson	Change of Status
Steven E. Lindsey	New Employee

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

Moody Dacus met with the court to discuss the possibility of getting a petition signed to discontinue the Upshur County Appraisal Board. No action could be taken on his request.

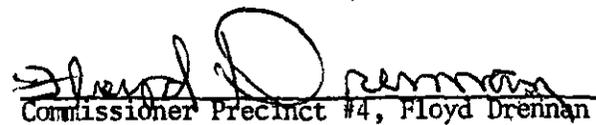
Motion was made by Charles Still seconded by Floyd Drennan to adjourn. Motion carried.


County Judge, Everett Dean


Commissioner Precinct #1, Delmo Lawson


Commissioner Precinct #2, J. W. Meadows


Commissioner Precinct #3, Charles Still


Commissioner Precinct #4, Floyd Drennan

APPLICATION FOR LAW ENFORCEMENT OFFICERS' COMPREHENSIVE LIABILITY INSURANCE

DEFINITIONS OF TERMS USED IN THIS APPLICATION.

This insurance program relates solely to incidents arising from law enforcement activities which are defined as governmental action directed toward the prevention and control of crime

Officials, officers and employees are divided into the following three categories

HIGH HAZARD

The high hazard category are those:

A Officials authorized by a unit of government or a combination of units of government to exercise legislative, executive, prosecutive, administrative or supervisory authority in relation to any aspect of the criminal law including but not limited to county and city managers, mayors, councilmen, commissioners, supervisors, lawyers, judges and prosecuting attorneys,

B Officers, whether sworn, commissioned, deputized or not whose duties relate directly to the enforcement of the criminal law including but not limited to persons who (1) conduct crime-preventive patrol, investigate allegations of criminal violations and make arrests; (2) furnish legal advice; (3) issue criminal process, and (4) detain persons prior to arraignment or detain, control, correct or rehabilitate individuals, whether incarcerated or not, on the basis of a court order, e.g. jailers, correctional officer, matrons and the like

MEDIUM HAZARD

The medium hazard category are those officers and employees of law enforcement agencies or individuals acting under color of law whose regular duties do not involve direct enforcement of the criminal law, e.g. persons who (1) serve civil rather than criminal process, (2) act as auxiliary officers, whether paid or unpaid, but who have some law enforcement responsibility, including, but not limited to, special deputies or police, jeep or horse posses, and search or rescue squads, (3) perform services as security officers as employees of a private rather than a public agency primarily to protect the employer's property and who may act under color of law on the basis of legislative or executive governmental authority

LOW HAZARD

The low hazard category are those individuals employed in the governmental departments insured whose primary duties relate only indirectly to the enforcement of criminal laws, e.g. persons who perform (1) clerical, stenographic and record-keeping duties, (2) laboratory, photographic and radio dispatching, (3) licensing examinations, (4) fingerprinting, (5) bailiff, (6) food service, maintenance and custodial tasks not having direct control over inmates

UNIT OF GOVERNMENT—Optional Coverage as Separate Entity

The Doctrine of Sovereign Immunity has been sharply limited in practice in recent years. More and more frequently, the Unit of Government is being named in suits brought against officials and/or employees thereof

IF ALL OFFICIALS OF THE UNIT OF GOVERNMENT HAVING GOVERNMENT-WIDE LEGISLATIVE, EXECUTIVE, AND/OR ADMINISTRATIVE AUTHORITY, e.g., County or City Manager, Mayor, Supervisors, Commissioners, Councilmen, etc., are personally insured under this program, as well as all persons employed in the sheriff's/police department, THE UNIT OF GOVERNMENT WILL BE CONSIDERED TO BE INSURED TO THE SAME EXTENT AS THE INDIVIDUALS NAMED HEREIN by the payment of an additional premium (See computation page)

**SOME COMMONLY ASKED QUESTIONS ABOUT THE DEPARTMENTAL LAW
ENFORCEMENT COMPREHENSIVE LIABILITY POLICY
FOR CLAIMS ARISING OUT OF PERFORMANCE OF OFFICIAL DUTIES.**

1. Q. What is a Comprehensive Policy?
A. A Comprehensive Policy is one which covers activities of the law enforcement officer except those activities which are specifically and clearly excluded from coverage. Unless the policy contains a clause such as "or other claims growing out of performance of the official duties of law enforcement officers or their employees," it is probably a Named Perils Policy, even though it may call itself comprehensive.
A Named Perils Policy covers you only for the specific events that are identified in the policy. Ideal Mutual issues a truly comprehensive policy.
2. Q. What is the difference between this policy and the usual general liability insurance?
A. General liability insurance (Public liability and property damage insurance) serves a purpose, but excludes many of the acts peculiar to criminal justice, e.g., law enforcement, courts, and detention/correction. This program is designed specifically for criminal justice operations and closes many gaps existing in other policies. It is not designed to replace the usual general liability insurance.
3. Q. What are the limits of liability on the Comprehensive Liability Insurance?
A. The basic policy provides protection up to \$500,000 per person and \$500,000 per occurrence. Coverage to \$1,000,000 per person/\$1,000,000 per occurrence is available on the payment of an additional premium.
4. Q. Does this policy cover an insured sued for actual or alleged violations of civil rights?
A. Yes, if suit is by an individual for damages. (Excluding employer/employee relations.)
5. Q. Is an insured protected if sued by a prisoner because he is assaulted by another prisoner?
A. Yes.
6. Q. What about injuries (including assault and battery) to a prisoner or a non-participating bystander because of actions of an insured and the insured is consequently sued?
A. Yes, this policy protects the insured.
7. Q. What if an insured is sued because of failure to attach property or a premature release of attachment?
A. Coverage would apply.
8. Q. If a unit of government has contracted to provide law enforcement services to another unit of government, are named insured officers protected when providing services under the contract?
A. Yes.
9. Q. Does this policy provide legal defense and does it pay all legal expenses and court costs incurred in defense of suits against an insured for damages?
A. Yes. This Comprehensive Liability Policy takes over the legal defense. The Insurance Company seeks out the best available attorneys in your area to conduct the defense. All legal and other costs are paid over and above the policy limit which is fully available for judgments or settlements.
10. Q. Does this policy protect an insured who is named co-defendant for acts or omissions of deputies, officers or employees under his control?
A. Yes, if officers, deputies and employees of the department named in the suit are also insured in a certificate of insurance or policy issued by the Company.
11. Q. Can this policy name as a separate entity Counties, Municipalities, etc?
A. Yes, legally constituted units of government can be insured but only for claims arising out of the performance of law enforcement duties and upon payment of the additional premium.
12. Q. Does this policy cover punitive damages?
A. No. Punitive damages are excluded. This policy will still provide defense in the event of a suit for punitive damages. If there is an award for both punitive and compensatory damages, the policy will only pay the compensatory damages.
13. Q. Is an insured protected if he is sued for an act or omission in connection with a part-time job other than his primary criminal justice function?
A. An insured is protected if the part-time position is related to some facet of the criminal justice system, for example, security guard or officer for a private rather than a public agency. He is not protected if the part-time position is unrelated to the criminal justice function.
14. Q. Are Liability claims which result from jail fires covered?
A. Yes.
15. Q. How may this comprehensive coverage be obtained?
A. Complete application beginning on page 7 of this brochure, remove and mail with appropriate remittance to:
Ideal Mutual Insurance Co.
c/o National Sheriff's Association
Suite 320
1250 Connecticut Ave
Washington, D C 20036

ALL PERSONS IN DEPARTMENT MUST BE INCLUDED
TO OBTAIN DEPARTMENTAL COVERAGE

NAME OF DEPARTMENT _____

ADDRESS—NO & STREET _____

P.O., CITY, STATE, ZIP CODE AND TELEPHONE # _____

I HEREBY MAKE APPLICATION FOR LAW ENFORCEMENT OFFICERS' COMPREHENSIVE LIABILITY INSURANCE IN THE AMOUNT OF \$500,000/\$500,000 FOR THE FOLLOWING DEPARTMENTS:

1 SHERIFF'S OR POLICE DEPARTMENT. There are _____ employees in this department consisting of:

High Hazard _____ Medium Hazard _____ Low Hazard _____

2 PROSECUTORS, DISTRICT ATTORNEYS, ASSISTANTS, INVESTIGATORS (CITY, COUNTY OR OTHER UNIT OF GOVERNMENT). There are _____ employees in this department consisting of:

High Hazard _____ Low Hazard _____

3 COURTS INCLUDING JUDGES, PROBATION AND PAROLE OFFICERS There are _____ employees in this department consisting of:

High Hazard _____ Low Hazard _____

4 DETENTION OR CORRECTION FACILITY (CITY, COUNTY, STATE, FEDERAL IF NOT A PART OF SHERIFF'S OR POLICE DEPARTMENT) There are _____ employees in this department consisting of

High Hazard _____ Low Hazard _____

5 OTHER DEPARTMENTS OR AGENCIES HAVING PEACE-KEEPING RESPONSIBILITIES (IDENTIFY) There are _____ employees in this department consisting of.

High Hazard _____ Low Hazard _____

6 GOVERNMENT OFFICIALS INCLUDING COUNTY COMMISSIONERS, CITY COUNCILS, MAYORS, COUNTY EXECUTIVES, COUNTY OR CITY MANAGERS, TOWNSHIP OR VILLAGE PRESIDENTS AND COUNCILMEN, COUNTY OR CITY ATTORNEYS (IDENTIFY)

There are _____ employees in this department:

High Hazard _____

- (j) (1) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured
- (2) to any claims due to demotion, dismissal, failure to promote, or other employment relations with the insured
- (g) to property damage to or loss of
 - (1) property owned or occupied by or rented to the insured
 - (2) property used by the insured or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control
- (h) to property damage to the insured's products arising out of such products or any part of such products
- (i) to property damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith
- (j) to damages assessed against an insured as punitive or exemplary damages or resulting from a criminal act
- (k) to claims against the insured named herein for acts or omissions of another officer or employee unless said officer or employee is also insured for said acts or omissions in a Certificate of Insurance or policy issued by the Company
- (l) To property damage to premises alienated by the insured arising out of such premises or part thereof

CONDITIONS

- A. In the event of a claim occurring likely to involve the Company hereunder the insured shall not make any payment, assume any liability or incur any expense without the consent of the Company being first obtained. The Company shall conduct in the name of the insured the defense of any claim and prosecute in his name for his own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the handling of any claim, and the insured shall give all information and assistance as the Company may reasonably require
 - B. This insurance is not to be called upon in contribution and is to only pay any loss hereon if any so far as not recoverable under any other insurance
 - C. The insolvency or bankruptcy of the insured shall not release the Company from any of its obligations assumed hereunder
 - D. Compliance by the insured, with all of the terms and conditions of this policy is a condition precedent to the liability of the Company hereunder
 - E. The insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate advice thereof to the National Sheriffs Association, Suite 320, 1250 Connecticut Avenue, Washington, D C 20036
 - F. The Company's liability on all coverage is limited to Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence
 - G. It is agreed that the Company will not avail itself of the defense of legal immunity to which the insured may be entitled by reason of being a public and governmental institution, unless the insured requests the Company to raise such defense by written notice to the Company, or not less than 10 days before the time to file answer to any suit. It is further agreed that the insured hereby releases the Company from all liability because of the failure on the part of the Company to raise such defense except in cases where the insured specifically requests the Company to do so in the manner provided herein
 - H. The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others to determine or warrant that such property or operations are safe. The company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance
 - I. No one shall have the power to waive any provision or condition of this policy or of any Certificate of Indemnity except such as by the terms of this policy may be the subject of agreement added hereto nor shall any such provision or condition be held to be waived unless such waiver shall be in writing added hereto nor shall any provision or condition of this policy or any forfeiture be held to be waived by any requirement, act or proceeding on the part of this Company relating to arbitration, nor shall any privilege or permission affecting the insurance hereunder exist or be claimed by the insured unless granted herein or by rider added hereto
 - J. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon if however the insured shall die such insurance as is afforded by this policy shall apply (1) to the insured's legal representatives as the insured but only while acting within the scope of his duties as such and (2) with respect to the property of the insured to the person having proper temporary custody thereof as insured, but only until the appointment and qualification of the legal representative
 - K. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights
 - L. 1 Individual certificates may be cancelled by the certificate holders at any time by written notice or surrender of the certificate to the Company. Such certificates may be cancelled by the Company or its authorized representatives in their behalf by delivering to the insured or by sending to the insured by mail registered or unregistered at the insured's address as shown thereon not less than thirty days written notice stating when the cancellation shall be effective and in such case the Company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated thereon (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or insured
 - 2 The master policy may be cancelled only by the mutual written agreement of both the Company and the National Sheriffs Association. In the event of mutually agreed cancellation of the master policy it is agreed that all Certificates in force will continue until their natural anniversary dates subject, however, at all times to the Company's right of individual cancellation, for reasonable cause, as provided in the Insuring Agreements of each Certificate
 - 3 Either the company or the National Sheriffs Association may elect not to renew the master policy on its anniversary date only if written notice of such election is given not less than ninety days prior to the anniversary date. It is agreed that all Certificates in force at the time of non renewal of the master policy shall continue until their natural anniversary dates subject however at all times to the company's right of individual cancellation for reasonable cause, as provided in the Insuring Agreements of each Certificate
 - M. If any disagreement shall arise as to the amount of loss payable hereunder it may be referred by the Company or by an interested insured with the consent of the other party to this indemnifying Agreement to three arbitrators, one to be chosen by the Company, and one by the said insured and such arbitrators shall choose a third arbitrator. If the two arbitrators shall fail promptly to appoint a third arbitrator any interested party may request the Chief Judge of the United States District Court for the District of Columbia to appoint a third arbitrator to complete the board of three and the decision of any two of the three arbitrators shall be absolutely binding upon all the interested parties, which shall equally bear the expenses
 - N. No action shall be against the Company unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company
- Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative
- O. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein

J. A. Ruben

Secretary

IDEAL MUTUAL INSURANCE COMPANY

E. D. Galley

President

IDEAL MUTUAL INSURANCE COMPANY

ALL PERSONS IN DEPARTMENT MUST BE INCLUDED TO OBTAIN DEPARTMENTAL COVERAGE

NAME OF DEPARTMENT _____

ADDRESS—NO & STREET _____

P O , CITY, STATE, ZIP CODE AND TELEPHONE # _____

I HEREBY MAKE APPLICATION FOR LAW ENFORCEMENT OFFICERS' COMPREHENSIVE LIABILITY INSURANCE IN THE AMOUNT OF \$500,000/\$500,000 FOR THE FOLLOWING DEPARTMENTS.

1 SHERIFF'S OR POLICE DEPARTMENT There are _____ employees in this department consisting of High Hazard _____ Medium Hazard _____ Low Hazard _____

2 PROSECUTORS, DISTRICT ATTORNEYS, ASSISTANTS, INVESTIGATORS (CITY COUNTY OR OTHER UNIT OF GOVERNMENT). There are _____ employees in this department consisting of High Hazard _____ Low Hazard _____

3 COURTS INCLUDING JUDGES, PROBATION AND PAROLE OFFICERS There are _____ employees in this department consisting of: High Hazard _____ Low Hazard _____

4 DETENTION OR CORRECTION FACILITY (CITY, COUNTY, STATE, FEDERAL IF NOT A PART OF SHERIFF'S OR POLICE DEPARTMENT) There are _____ employees in this department consisting of High Hazard _____ Low Hazard _____

5 OTHER DEPARTMENTS OR AGENCIES HAVING PEACE-KEEPING RESPONSIBILITIES (IDENTIFY) There are _____ employees in this department consisting of. High Hazard _____ Low Hazard _____

6 GOVERNMENT OFFICIALS INCLUDING COUNTY COMMISSIONERS CITY COUNCILS MAYORS, COUNTY EXECUTIVES, COUNTY OR CITY MANAGERS TOWNSHIP OR VILLAGE PRESIDENTS AND COUNCILMEN, COUNTY OR CITY ATTORNEYS (IDENTIFY) There are _____ employees in this department High Hazard _____

BASIC PREMIUM COMPUTATION
(for \$500,000/\$500,000 Limits of Liability)

Number of Persons Insured

Line 1	_____	Administrative Fee @ \$7.50 per individual insured	\$_____
Line 2	_____	High Hazard @ \$188.00 per individual	\$_____
Line 3	_____	Medium Hazard @ \$88.00 per individual	\$_____
Line 4	_____	Low Hazard @ \$25.00 per individual	\$_____
Line 5		Total Basic Premium (Add Lines 2, 3 & 4)	\$_____

OPTIONAL PREMIUM COMPUTATION

Line 6		Increased Limits of Liability (to \$1,000,000/\$1,000,000) Additional premium = 25% of Line 5	\$_____
Line 7		Unit of Government (See Statement C below) Additional premium = 10% of Line 5 or 10% of Lines 5 and 6 if Increased Limits of Liability are selected	\$_____
Line 8		Total of Lines 5, 6 & 7	\$_____
		TOTAL REMITTED (ADD Lines 1 & 8)	\$_____

STATEMENTS

- A I understand that this insurance relates solely to incidents arising from law enforcement activities
- B Premiums are being paid for all employees in the Sheriff's or Police Department and for all other persons for whom insurance is requested
- C. If completing this application includes separate coverage for the Unit of Government to be insured as a separate entity, all officials having government-wide legislative, executive or administrative authority and all employees of the Sheriff's/Police Department are individually insured under this policy.

THE STATEMENTS AND ANSWERS HERETOIN ARE WARRANTED TO BE TRUE AND ARE MADE WITH THE KNOWLEDGE THAT THE UNDERWRITERS WILL ACT IN RELIANCE THEREON. IT IS UNDERSTOOD AND AGREED THAT ANY FALSE STATEMENT MAY VOID ANY POLICY OF INSURANCE WHICH MAY ULTIMATELY BE ISSUED.

Authorized Signature

Title

THIS INSURANCE BECOMES EFFECTIVE WHEN PROPERLY COMPLETED AND SIGNED APPLICATION AND FULL PAYMENT ARE RECEIVED AND APPROVED BY THE COMPANY.

Mail Completed Application with Full Payment to
Ideal Mutual Insurance Company

65-8-11-2-27-101
NATIONAL SHERIFFS' ASSOCIATION
1250 CONNECTICUT AVENUE, NW, SUITE 320
WASHINGTON, D.C. 20036
FILED



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COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS
AUSTIN, 78774

March 13, 1981

The Honorable Everett Dean
County Judge
Upshur County
P.O. Box 790
Gilmer, Texas 75644

Dear Judge Dean:

We have approved and are enclosing your copies of the County Depository Pledge Contract executed between your county and the Gilmer National Bank of Gilmer, Texas.

Your Court should now pass an order designating the bank as your County Depository.

If we can be of further assistance, please feel free to call our toll free number 1-800-252-5555.

Sincerely,

Burrell W. Lankford, Assistant Director
Miscellaneous Tax Division

BWL:kdo

Enclosures

an equal opportunity employer

County Depository Pledge Contract

STATE OF TEXAS,
County of Upshur

KNOW ALL MEN BY THESE PRESENTS

That Gilmer 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 \$1,795,000.00 Dollars,
upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. <u>(SEE ATTACHED SHEET)</u>	\$ <u> </u>
2. <u> </u>	\$ <u> </u>
3. <u> </u>	\$ <u> </u>
4. <u> </u>	\$ <u> </u>
5. <u> </u>	\$ <u> </u>
6. <u> </u>	\$ <u> </u>
7. <u> </u>	\$ <u> </u>
8. <u> </u>	\$ <u> </u>
9. <u> </u>	\$ <u> </u>
10. <u> </u>	\$ <u> </u>
11. <u> </u>	\$ <u> </u>
12. <u> </u>	\$ <u> </u>
TOTAL <u> </u>	\$ <u> </u>

The conditions of the above contract are such that, whereas, the above bounden pledgor Gilmer National Bank was on the 2 day of March, A. D. 19 81

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	<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				\$1,795,000.00

81

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 See attached 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 McPeck - President, as Principal



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ACKNOWLEDGMENT

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

on this day personally appeared Max McPeek

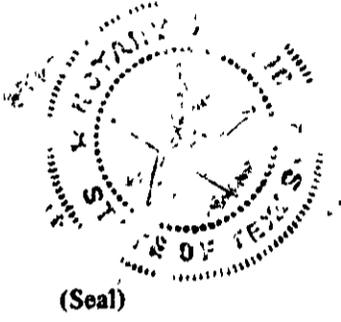
President of Gilmer National Bank
(Corporation)

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.



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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 181, 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.

[Signature]
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 UPSHUR COUNTY

'81 FEB 30 AM 10:59

**County Depository
Pledge Contract**

Upshur County.

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

APPROVED IN OPEN
COMMISSIONERS' COURT

March 2 19 81

Jessie D. Deane

County Judge upshur County.

Filed. March 2, 1981.

J. B. Hill, Jr.

County Clerk Upshur County.

Approved:

March 13th 1981
Brunelle, [Signature]

Comptroller of Public Accounts

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

'81 MAR 23 AM 10:26

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
101 MAR 27 PM 3:53



MAX McPEEK
PRESIDENT

January 22, 1981

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January 22, 1981
Commissioners Court

obtaining approval of the County, provided the total amount of securities deposited is adequate under the law.

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.

Yours very truly,

Max McPeek
President

AGREEMENT

THIS AGREEMENT, entered into by and between the City of Longview, Texas, hereinafter called "Longview", the City of White Oak, Texas, hereinafter called "White Oak" and the undersigned Counties, hereinafter called "Counties".

WITNESSETH:

WHEREAS, Longview has determined to establish a 911 Emergency Telephone Number System, hereinafter "911 System", within the Longview telephone exchanges served by Southwestern Bell Telephone Company, hereinafter called "Bell", in that portion of Gregg, Harrison, Rusk and Upshur Counties, Texas, shown in Exhibit "A", which is attached hereto and made a part hereof for all purposes; and

WHEREAS, the 911 System will provide emergency telephones and dispatching service to White Oak and the Counties as well as Longview; and

WHEREAS, White Oak and the Counties desire to participate with Longview in the cost of such program;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto:

1. It is the intention of Longview to enter into a contract with Bell for the establishment of a 911 System covering the City of Longview telephone exchanges in the area shown on Exhibit "A" hereof. Said contracts shall provide for 911 service commencing on November 15, 1980, and ending on November 14, 1981.
2. White Oak and the Counties agree to participate with Longview in the 911 System and agree to cooperate with Longview in the establishment and maintenance of such system.
3. Longview shall pay all charges due to Bell under the terms of its contract with Bell and all other salaries and expenses required to establish and operate said system.

4. White Oak and each County shall repay Longview its proportionate share of the total cost of the establishment and operation of the 911 System based upon the percentages set forth in Exhibit "B", which is attached hereto and made a part hereof for all purposes. The percentages shown in Exhibit "B" may change from time to time during the term of this contract based upon the population of Longview, of White Oak, and of the respective Counties as determined from time to time by the East Texas Council of Governments.

5. White Oak and each County agrees to pay to Longview an amount equal to one-half of its proportionate share of the expenses of the 911 System on or before January 31, 1981, one-fourth of such amount on or before April 30, 1981, and the balance on or before July 31, 1981.

6. The Longview Police Department shall be the communications center to serve as the answering point and dispatcher for the 911 System.

7. The 911 Advisory Committee shall be organized composed of one member selected by the Mayor of the City of Longview and one member selected by the County Judge of each of the Counties and one member selected by the Mayor of the City of White Oak. The 911 Advisory Committee shall review the expenses and effectiveness of the 911 System and make recommendations to Longview, White Oak and the Counties for any changes that may be appropriate. Meetings of the 911 Advisory Committee shall be held not less often than once each quarter.

EXECUTED THIS day of , 1979.

ATTEST:

John H. Metcalf
City Secretary

CITY OF LONGVIEW, TEXAS

J. J. Carlisle
Mayor

ATTEST:

City Secretary

CITY OF WHITE OAK, TEXAS

By: Eel E. Duff
Mayor

COUNTY OF GREGG, TEXAS

By: [Signature]
County Judge

COUNTY OF HARRISON, TEXAS

By: Richard M. Coulson
County Judge

COUNTY OF RUSK, TEXAS

By: _____
County Judge

COUNTY OF UPSHUR, TEXAS

By: [Signature]
County Judge

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
'81 MAR 23 AM 10:28

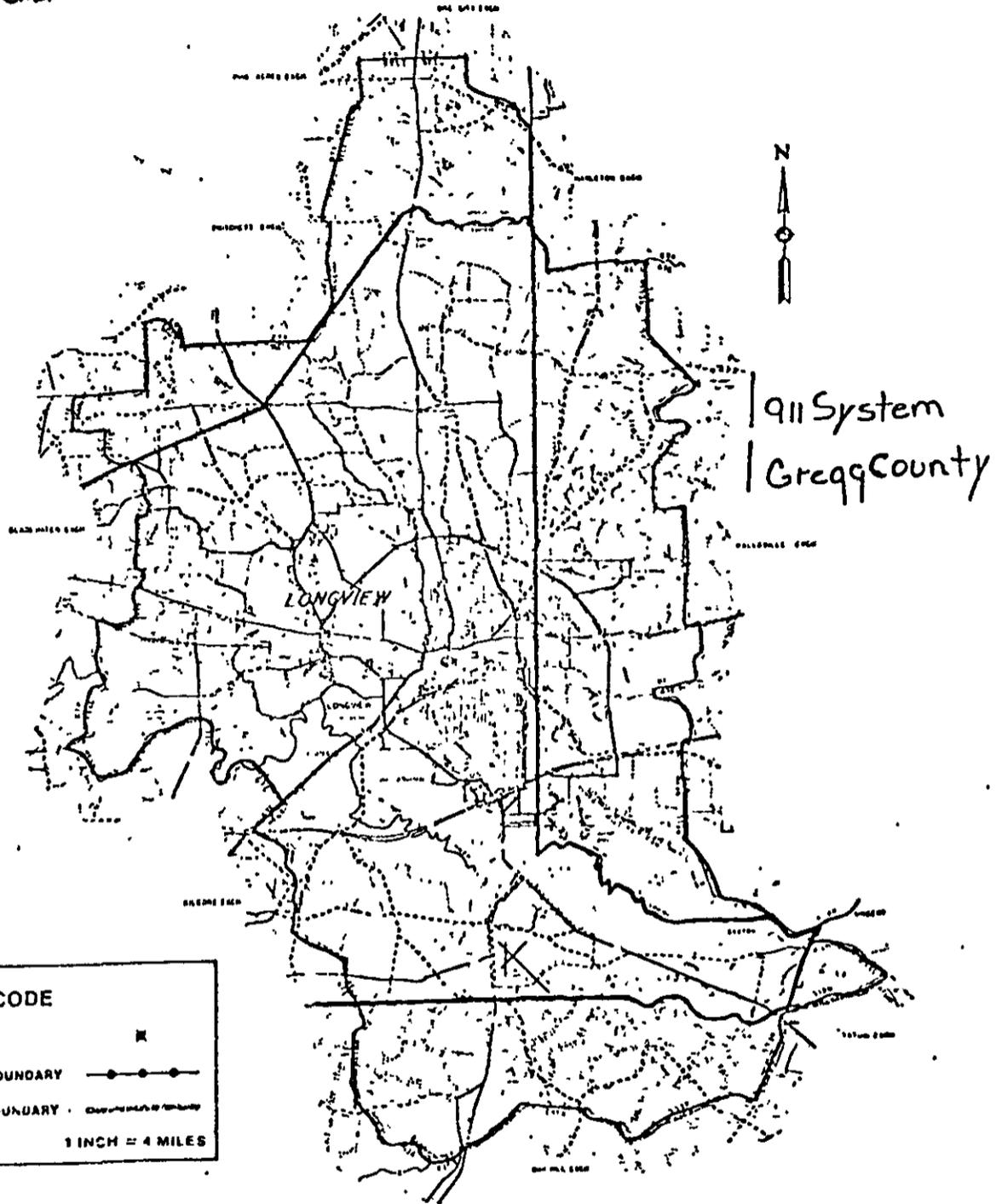
NO SUPPLEMENT TO THIS MAP SHALL BE ISSUED EXCEPT FOR THE PURPOSE OF CANCELLING THIS MAP

2614 REVISION SHEET 3
REPLACING 2714 REVISION SHEET 3

Exhibit A

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EXCHANGE AREA MAP



CODE	
CENTRAL OFFICE	■
RATE RATE AREA BOUNDARY	—●—●—●—
EXCHANGE AREA BOUNDARY	—○—○—○—
SCALE	1 INCH = 4 MILES

COMPILED FROM CERTIFIED PUBLIC UTILITY COMMISSION BASE MAP

Issued: August 4, 1978

By DOYLEE ROGERS, Vice President - Texas
Southwestern Bell Telephone Company
Dallas, Texas

Effective: August 14, 1978

EXHIBIT B

	<u>911 Population</u>	<u>Proportionate Share of Costs</u>
Gregg County.	12,403	15.3%
Harrison County	2,974	3.7%
Rusk County	1,989	2.5%
Upshur County	1,683	2.1%
City of Longview	58,529	72.5%
City of White Oak	3,119	3.9%

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY ROADS

Date March 19, 1981

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
% COUNTY OF UPSHUR
GILMER, TEXAS 75644

Formal notice is hereby given that DELHI GAS PIPELINE CORPORATION proposes to place a buried pipeline across and within the right-of-way of County Roads as shown on attached plat.

The location and description of the proposed pipeline and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the Commissioners Court in accordance with current Upshur County specifications.

All work on the county right-of-way shall be performed in accordance with the County Commissioners' instructions. All drainage ditches and surfaces shall be restored to their original form as near as possible. Adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

It is expressly understood that the Upshur County Commissioners' Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this pipeline is affected, will be moved under the direction of the Upshur County Commissioner and shall be relocated at the complete expense of the owner.

Proposed operations will begin on or after the 23rd day of MARCH, 1981.

Firm DELHI GAS PIPELINE CORPORATION

By I. D. Nelson
I. D. Nelson

Title Landman

Address P. O. Box 6460

Tyler, Texas 75711

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

The undersigned, DELHI GAS PIPELINE CORPORATION, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market, it is necessary to construct a pipeline across and within a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of pipeline construction on and over same, enter into the following agreement.

1.

First Party agrees to use only those sections of roads as shown on Exhibit "A" attached.

2.

First Party agrees to construct its pipeline in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is conducting pipeline construction operations on its lands located in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement pipeline construction operations on the part of the First Party.

5.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V. A. C. S., but the rights and authority granted the Commissioner by the terms of Article 6716, V. A. C. S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 23rd day of March, 19

DELHI GAS PIPELINE CORPORATION

By J. D. Nelson
First Party Landman

Ernest Dean
COUNTY JUDGE

Delmo Lawson
COMMISSIONER #1

Jim Meadows
COMMISSIONER #2

Chas. E. Hill
COMMISSIONER #3

Wood D. Cannon
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

KNOW ALL MEN BY THESE PRESENTS

The undersigned, Leonard Martin (Contractor)
Louisiana Pacific

hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Wild Daisy Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ (Name of insurance company) to the Commissioners Court of Upshur County.*

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 23rd day of March A.D. 19 81.

By: Charles E. Williamson - Procurement Forester
FIRST PARTY Louisiana-Pacific
P.O. Box 688
Carthage, Texas 75633

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

* Strike if not applicable

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date March 18, 1981

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

Normal notice is hereby given that Joe M. Thomas
whose principal address is 3515 Sunset Lane, Arlington, Texas 76016
817-265-4392
does propose to place a water line
within the ROW of County Road Poppy Road
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: Joe M. Thomas

TITLE: _____

ADDRESS: _____

Approved
3-23-81

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 3-20-81

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

Normal notice is hereby given that Alton Youngblood
whose principal address is Rt 2, Gilmer, Tex 75045
does propose to place a culvert installation
within the ROW of County Road from flow trail
as follows:

Lots # 6-7-8
Youngblood corner Addition

The location and description of the proposed lines or
appertanances 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: Alton Youngblood

TITLE: _____

ADDRESS: _____

Approved
3-23-81

VOL 21 PG. 162

TO: PAYROLL DEPARTMENT

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

EFFECT March 11, 1981
(DATE & TIME)

EMPLOYEE Earnest Starnes

SOCIAL SECURITY NO 454-78-1912 CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT	<u>R+B #1</u>	<u>R+B #1</u>
<input type="checkbox"/> JOB		<u>Equipment Operator</u>
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		<u>\$774.00</u>
<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 _____ DATE _____

CHANGE APPROVED BY Delma Lawson DATE _____

FILED
 J.B. HILL, JR.
 CLERK U.S. DISTRICT COURT
 '81 MAR 23 AM 10:27

TO: PAYROLL DEPARTMENT VOL. 21 PG. 163

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

EFFECT March 1, 1981
(DATE & TIME)

EMPLOYEE Kenny Nilsson

SOCIAL SECURITY NO 264-57-2231 CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		<u>Sheriff</u>
<input type="checkbox"/> JOB <u>8c /</u>	<u>Jailer / Dispatcher</u>	<u>Deputy Sheriff</u>
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	<u>964.92</u>	<u>1,087.73</u>
<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 _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Wale Jewkes DATE _____

CHANGE APPROVED BY _____ DATE _____

FILED
 J.B. HILL, JR.
 CLERK OF SUPERIOR COUNTY
 MAR 23 AM 10:27

TO: PAYROLL DEPARTMENT

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

EFFECT March 1, 1981
(DATE & TIME)

EMPLOYEE Steven E. Lindsey

SOCIAL SECURITY NO 565-66-2552 CLOCK NO _____

THE CHANGE(S)

<input checked="" 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) EFFECTIVE:
March 2, 1981- Dispatcher
March 3, 1981- Jailer-Dispatcher

CHANGE AUTHORIZED BY Dale Jewkes DATE _____

CHANGE APPROVED BY _____ DATE _____

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FILED
 J.B. HILL, JR.
 CLERK UPSHUR COUNTY
 '81 MAR 23 AM 10:27

GENERAL

581	Everett Dean	Services & charges	32.40
582	Keith Barber	Services & charges	267.99
583	Floyd Drennan	Services & charges	28.35
584	Delmo Lawson	Services & charges	37.01
585	Charles Still	Services & charges	26.02
586	Robert Watson	Services & charges	65.00
587	Larry P. King	Services & charges	375.00
588	Arkla Gas	Services & charges	433.10
589	City of Gilmer	Services & charges	46.11
590	Sweeco	Services & charges	995.66
591	Gulf Oil Corp.	Supplies	478.98
592	American Petrofine Co. of Tx	Supplies	20.83
593	W.R. "Pete" Henderson, Constable	Services & charges	16.00

UR&B

17 Gilmer National Bank Interst 7,795.14
18 First National Bank Principal 20,000.00
Interest 5,340.00
Total 25,340.00

R&B #2

114 Cook Hardware Other Supplies 5.40

R&B #3

96 Arkla Gas Utilities 10.29

R&B #4

114 Henderson Manufacturing Co. Maintenance 60.00

MUW DISTRICT PROBATION

11 Randall Rex Davis Reimbursement of Prob. fees 165.00

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