



**UPSHUR COUNTY COMMISSIONERS COURT**  
**GILMER, TEXAS**

March 25, 1991

Commissioners Court met in Special Session with all members present.

Motion made David Loyd and seconded by Tommy Stanley to approve minutes of previous meeting. Motion carried.

Tom Slack gave report concerning County Health Insurance. Mr. Slack discussed health claims on individuals with high claims and other ongoing claims. He stated that Upshur County had in reserve enough for another year.

Motion made by Gaddis Lindsey and seconded by Tommy Eatherton to advertise for bids for Health Insurance. Motion carried.

Grady Giles gave report of study on computer system. Mr. Giles discussed systems and options available to the County. This matter to be given further consideration before decision is made.

Motion made by David Loyd and seconded by Tommy Stanley to appoint Tine Fruge of Ore City to replace Dorothy Lewis on the Upshur County Library Board of Trustees. Motion carried and copy attached.

Motion made by Tommy Eatherton and seconded by David Loyd to reappoint Frank Breazeale, Fredda Sansom and Betty Smith to the Upshur County Library Board of Trustees. (Frank Breazeale for term of 2 years, and Fredda Sansom and Betty Smith for term of 1 year.) Motion carried and copy attached.

Motion made by David Loyd and seconded by Tommy Eatherton to approve Forest Trail Library Consortium Agreement. Motion carried and copy attached.

Ronnie Mitchell of Upshur County Juvenile Probation, met with court to discuss personnel for Juvenile Probation Office. No action taken. Motion made by David Loyd and seconded by Tommy Eatherton to place on agenda for 3-28-1991. Motion carried.

Motion made by Tommy Eatherton and seconded by Tommy Stanley to approve bid of Texas Assn. of Counties for liability insurance-Public Officials and Sheriff. Motion carried and copies of bids from Tx. Assn., Booth Insurance & Hibbs-Hallmark & Co. attached.

Court discussed bill from Anderson Ford. Court to get opinion from District Atty., Tim Cone before paying extra money.

Motion made by David Loyd and seconded by Tommy Eatherton to approve Special Road Use Agreement submitted by Hasley Construction Co. to haul on Scarlet Oak. Motion carried and copy attached.

Motion made by David Loyd and seconded by Tommy Eatherton to approve overload permit submitted by JM Petroleum Corporation. Copy on file in office of County Clerk.

Motion made by Gaddis Lindsey and seconded by Tommy Stanley to approve permit application of Tommy Bledsoe to place culvert within ROW of Bob-O-Link. Motion carried and copy attached.

Motion made by Tommy Eatherton and seconded by David Loyd to approve Special Road Use Agreement submitted by Lasco, Inc. to haul on Arrowwood and Bison. Motion carried and copy attached.

Motion made by Tommy Eatherton and seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by Palestine Contractors, Inc. to haul gravel on Tangerine Road. Motion carried and copy attached.

Motion made by Gaddis Lindsey and seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Environmental Timber Co. to haul logs on Bob White Rd. Motion carried and copy attached.

Motion made by Tommy Stanley and seconded by David Loyd to fill an abandoned well on property owned by Alma Greer, Pct. #2, Hwy. 271 across from truck stop. Motion carried and copy attached.



**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**

Motion made by Gaddis Lindsey and seconded by Tommy Eatherton to approve Resolution of United States Environmental Protection Agency, creating the Upper Sabine Valley Solid Waste District. Motion carried and copy attached.

Motion made by David Loyd and seconded by Gaddis Lindsey to approve payroll change. Ray Helpenstill added as new employee in Sheriff's Department. Motion carried and copy attached.

Motion made by David Loyd and seconded by Gaddis Lindsey to approve payment of bills. Motion carried.

Motion made by Gaddis Lindsey and seconded by Tommy Eatherton to advertise for bids for an 80 ton air-conditioning cooling tower for the courthouse. Motion carried.

Motion made by Gaddis Lindsey and seconded by Tommy Eatherton to advertise for bids to sell used mixer belonging to Pct. #1. Bids to be opened 4/22/91. Motion carried.

Motion made by Tommy Eatherton and seconded by David Loyd to approve Gaddis Lindsey and Ray Roeder to attend Alternate Fuel Symposium in Austin on March 25-26, 1991. Motion carried.

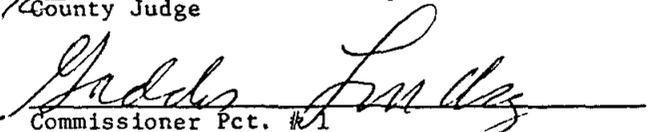
Motion made by David Loyd and seconded by Tommy Stanley to approve Budget Amendments. Motion carried and copy attached.

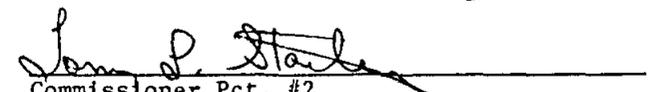
No action taken concerning payment of bill and purchase of light bar for car of Constable Cloddie Henson.

No action or discussion taken on ambulance contract.

Motion made by Tommy Eatherton and seconded by Gaddis Lindsey to adjourn. Motion carried.

  
County Judge

  
Commissioner Pct. #1

  
Commissioner Pct. #2

  
Commissioner Pct. #3

  
Commissioner Pct. #4

# Upshur County Library

702 West Tyler Street  
Gilmer, Texas 75644

March 18, 1991

TO: The Hon. Judge Everett Dean and Commissioners

FROM: Joyce Morrison, County Librarian

RE: The Upshur County Library Board of Trustees

The following Board members are due to be reappointed:

NAME	TERM LENGTH	TERM EXPIRES
Breazeale, Frank	2 years	1991
Lewis, Dorothy	1 year (resigned)	1991
Sansom, Fredda	1 year	1991
Smith, Betty	1 year	1991

These members have been very dedicated in working for the benefit of the library and Upshur County. That they be reappointed is highly recommended. Dorothy Lewis reluctantly resigned since she will move out of the area temporarily.

Tine Fruge of Ore City has been contacted and has indicated that she will be willing to serve. She is very active in civic affairs and is very supportive of the library in many ways. The Board recommends her for Dorothy's place.

The following are the other current Board members:

Arnold, Wayne	2 years	1992
Cook, Ruth	3 years	1992
Jenkins, Dr. David L.	2 years	1992
Lindley, Frankie	3 years	1993
Mooney, Robbie	3 years	1993

The following are City Board Members:

Finch, Mattie	3 years	1992
Forrester, Betty	1 year	1991
Wiler, Carol	2 years	1991

VOL 36 PG 934 March 18, 1991

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:43

TO: The Hon. Judge Everett Dean and Commissioners  
FROM: Joyce Morrison, County Librarian  
RE: The Upshur County Library Board of Trustees

UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

The following Board members are due to be reappointed:

NAME	TERM LENGTH	TERM EXPIRES
Breazeale, Frank	2 years	1991
Lewis, Dorothy	1 year (resigned)	1991
Sansom, Fredda	1 year	1991
Smith, Betty	1 year	1991

APPROVED  
APPROVED  
These members have been very dedicated in working for the benefit of the library and Upshur County. That they be reappointed is highly recommended. Dorothy Lewis reluctantly resigned since she will move out of the area temporarily.

Tine Fruge of Ore City has been contacted and has indicated that she will be willing to serve. She is very active in civic affairs and is very supportive of the library in many ways. The Board recommends her for Dorothy's place.

The following are the other current Board members:

Arnold, Wayne	2 years	1992
Cook, Ruth	3 years	1992
Jenkins, Dr. David L.	2 years	1992
Lindley, Frankie	3 years	1993
Mooney, Robbie	3 years	1993

The following are City Board Members:

Finch, Mattie	3 years	1992
Forrester, Betty	1 year	1991
Wiler, Carol	2 years	1991

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:44

LPSBUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

## BACKGROUND

In 1988, the directors of four libraries in Longview and Kilgore, including Longview Public Library, LeTourneau University, Longview High School, and Kilgore College, met together to discuss avenues of potential cooperation. Each library represented in that meeting was faced with spiraling collection and staffing costs, increased demands for service, and additional limits on budgets due to regional economic recession. The discussions recognized significant areas of overlapping services and collections. Strengths and weaknesses of individual collections were also identified.

The first fledgling steps toward cooperation produced a printed union list of serials. Although this enabled each library to point its clientele in the right direction for document delivery, each library was not able to immediately produce the results which most clients demanded. The directors, now meeting on a regular basis, perceived that telefacsimile technology would ease the strain on staff and resources and truly enable resource sharing. Ensuing discussions identified the areas of cooperation on which the consortium would grow to focus: **User Access, Bibliographic Control, Coordinated Collection Development, Information and Technological Innovation, Preservation, Fund Raising and Finance, Area Economic Development, and Communication.** The following plan focuses on these issues.

*Our future is an open book.*

## STATEMENT OF PURPOSE

The Forest Trail Library Consortium, Inc. is an independent organization of different types of libraries dedicated to the sharing of informational resources in their variety of formats. The overriding goal of this organization is to provide more information, knowledge, culture, and research to more people, more of the time, for less cost. This will be accomplished through the development of cooperative programs, services, and collections in the Forest Trail area of Texas. Through cooperative development and solicitation of funds, member libraries will be able to serve their present users and to extend their service to a larger clientele, thus promoting the educational, cultural, and economic growth of East Texas. **No individual entity will be affected adversely by this sharing and cooperation. Instead, each will multiply its influence and service many times as unnecessary duplication of effort and expenditure is eliminated.**

The Consortium will seek to reach the following objectives:

Furnish support of the curricula of educational institutions;

Provide resources for academic research;

Provide resources for corporate research and development programs;

Provide information from which both businesses and consumers can make informed decisions;

Provide resources to satisfy the interests and needs of the general public;

The above-mentioned needs of the various clients merge and overlap since library users' intellectual interests widen and become more eclectic through mental exercise. Because of budget restrictions, individual libraries cannot satisfy all of the needs of all of their clients; a consortium of libraries can, however, cooperate to satisfy present and potential demand for informational service to the entire Forest Trail populace. Libraries which cooperate are truly greater than the sum of their parts.

Specific planned activities to facilitate cooperation include the following: provide telefacsimile machines to enable sharing of collections and resources, provide electronic networks among member libraries, develop shared databases for combined holdings of member libraries, establish reciprocal borrowing agreements, and cooperate in collection development. These efforts will increase our strengths and compensate for individual weaknesses.

## ASSUMPTIONS FOR PLANNING

All plans for development in the Forest Trail area are based on certain assumptions about society's information needs and the pressures and opportunities that change brings.

Equity of access is a developing right of all individuals. Libraries operate on the premise that information is a utility — a national resource.

Society will continue making greater demands on all sources of information, including libraries.

Advances in telecommunications and computing technologies have changed the environment in which libraries operate. Innovative information technologies will change this environment further, transforming the very nature of information distribution and publishing.

The cost of providing library services and information access in this environment will continue to exceed the

resources that individual institutions are able to commit. The "information opportunities" and their concomitant costs increase at an exponential rate while the fiscal resources libraries have at their disposal increase only at a linear rate.

There is a gap developing between the "information haves" and the "information haves-not."

East Texas, despite its wealth of resources, has not been viewed as an "equal" by other demographic areas and is presently unable to participate significantly in statewide efforts.

The Forest Trail Library Consortium, Inc. was founded to foster a regional structure of "shared dependencies" and voluntary agreements that pool the resources of our collective efforts. It exists to promote communication and cooperation between academic, school, public, corporate, and other types of libraries.

## USER ACCESS

The Board of Directors of the Forest Trail Library Consortium, Inc. promotes an idea of resource sharing in which access to information is a service that complements and qualifies the traditional idea of self-sufficient libraries owning all materials required by their primary users. The traditional concept is no longer viable due to the introduction and growth of global electronic information resources.

The Consortium, therefore, will undertake to implement reciprocal borrowing agreements with and among its members who will collectively and individually support the concept of a regional or statewide borrowers' card.

As appropriate or necessary, consideration will be given to developing arrangements for materials access with other regional library consortia that are similar in function and organization to the Forest Trail Library Consortium.

## COMMUNICATION

Although the librarians of East Texas have several avenues for communication, none is specifically oriented toward the librarians ability to provide service for their clientele.

The Consortium has established formal and informal channels of communication among the professionals in the area at all levels of library staffing. This al-

lows each to search for solutions unique to his or her area of concern without being pressured into responding to the needs of professionals with widely divergent goals.

Round tables are established for administration, technical service, client service, and by library type.

## BIBLIOGRAPHIC CONTROL

Resource sharing assumes that library users will routinely have the means to identify and locate needed material. The Consortium recognizes that to develop this means a combined (union) catalog of all materials owned by member libraries must become a reality. Discussions among Consortium libraries indicate there is a continued commitment to centrally collecting data on serials and media owned by members.

The conversion of printed cataloging to machine-readable form must be of primary importance to all Consortium libraries in order to develop the union catalog to its full potential. For all subsequent discussions of this topic, the Board of the Consortium has adopted minimum USMARC format as the standard to which member libraries will aspire.

## COORDINATED COLLECTION DEVELOPMENT

Forest Trail Consortium libraries house more than a million volumes. In 1990-91 more than one million dollars will be spent collectively for books and materials. The Board of the Forest Trail Library Consortium asserts that a program of coordinated collection development will beneficially affect the manner in which these funds are spent each year. The Board further asserts that coordinated collection development is both necessary and inevitable if the member libraries are to keep pace with the growing body of information essential to the support of scholarship and instruction in a geographic area of dynamic growth. The Board also recognizes that it is not sufficient for librarians alone to subscribe to this principle; their governing bodies must understand the benefits and responsibilities that are involved. The first priority for achieving this goal among member libraries will be to undertake the coordinated collection development of serials and periodicals and to implement the electronic means for delivering sections of these within the guidelines of applicable copyright law. Special formats or materials such as film, video, audiocassettes, recordings, photographs, government documents, and databases will also be considered. Methods for conducting an extensive analysis of the jointly held library materials will be explored and implemented. Future consideration may be given, as necessary, to the development of a gifts and exchange program and a cooperatively operated remote storage facility for low use materials. All coordinated collection development activities will be developed through the leadership provided by the Board of Directors.

## INFORMATION AND TECHNOLOGICAL INNOVATION

Rapid changes in technological development will continue to have a high impact on the operation of libraries and the provision of information to library users. In order to monitor new developments and to provide, in both a timely and cost effective manner, the best resources available to the library users of the Forest Trail Area of the East Texas region, the Consortium Board of Directors has established a Committee on Information and Technological Innovation. This committee will have the ongoing responsibility of monitoring projects of the Consortium relating to technological applications and of maintaining an awareness of new developments that would benefit the region. The area to receive the greatest emphasis by this Committee will be the exploration and implementation of shared electronic access to local library automated systems, centrally stored databases (both commercial and locally developed), interfaces with locally stored databases, and gateways to national databases. Use of appropriate telecommunications technologies will also be explored. Interfaces with individual local area networks will be included in this initiative.

An area for future exploration includes continuing education activities in the use of new technologies including the joint development of tools to train library users, to train library staff members, and to use cable television for seminars. Enhanced library cataloging, such as added contents, notes, and

book reviews will be examined as well as full-text online. To more effectively utilize visual collections in libraries, the Consortium will consider using video laser discs. Also, the Consortium will look at establishing information and referral systems (utilizing MARC formats) and subscribing to Library of Congress and Government Printing Office tapes. The committee is charged with investigating digital line technology, dataradio, scanning for optical imaging, and computer assisted retrieval (C.A.R.).

### PRESERVATION

Leading members into the next century, the Consortium will promote the conservation and preservation of library materials. A primary goal will be to develop manuals for basic preservation techniques and to promote continuing education of the staffs of member libraries. The Board will cooperate with other regional, state, and national agencies toward this end. The Board will give high priority to providing consultations with experts in preservation techniques.

Other areas of interest include the possible future development of a regional facility for restoration of materials. Additionally, the members will establish a directory of local preservation resources such as available facilities, staff specialties, and equipment for formats no longer being produced (players for 78 rpm recordings, etc.). Preserving and collecting twentieth century materials, such as media, art, and computer software, pose special problems for the future.

Each member library is committed to preserve local and regional history. The

member library which is designated as the specialist in a given collection area will, in most cases, serve as the last book repository for items in that specialty.

The Board will designate a Task Force to study each of the issues described in this Action Plan and to implement specific projects as necessary rather than using the existing subcommittee structure for that purpose.

### **FINANCE AND FUND RAISING**

The President and Secretary/Treasurer of the Forest Trail Library Consortium, Inc. is responsible for drafting the operating budget for Board approval. The Secretary/Treasurer manages consortium funds and makes disbursements for obligations designated by the Consortium Board acting in its official capacity. Two signatures are required on all bank drafts. Some project budgets are maintained separately from the operating budget of the Consortium. Participation in individual projects is optional for each library.

The Board evaluates its revenue and expense budget annually before assessing members their appropriate share. The Board attempts to evaluate projected assessments far enough in advance for library directors to plan their share in their annual budget process.

In addition to participant fees, the Board, the interest groups, and committees also seek funding from gifts and donations for both specific purposes and for endowments.

### **AREA ECONOMIC DEVELOPMENT**

One of the major goals of the Consortium includes promoting regional economic development. With the assumptions stated above clearly in mind, the Consortium members will be able to offer major benefits to area businesses. We need, however to raise the level of information available in this area to that of competing Central and North Texas collections.

Corporations in today's environment want to be assured of access to those informational resources which will support their endeavors, including research and development. Before they move to an area, they also want to know that public libraries exist to enhance the standard of living of their labor force and help them to pursue self-directed educational efforts. They want assurance that local schools, colleges, and universities are providing adequate educational resources for both the children of their employees and for their future labor supply. They want a literate populace. By nature, our collective institutions support literacy efforts."

Today's companies look for a reasonable taxing structure which promotes quality of life while not wasting available funds. The Consortium was established for just this purpose.

Only by cooperating, can the institutions of East Texas foster the major collections needed to attract new business and support those existing businesses which are ready to grow.

FILED  
 REX A. SHAW  
 COUNTY CLERK

91 MAR 25 AM 10:46

LPSBUR COUNTY, TX.

BY \_\_\_\_\_  
 DEPUTY

ENFORCEMENT LIABILITY INS	BOOTH	H&H	TAC
TS:	\$500,000.00	\$500,000.00	
TOTAL AGGREGATE	\$1,000,000.00	\$1,000,000.00	
DEDUCTIBLE:	\$10,000.00	\$3,000.00	
ANNUAL PREMIUM:	\$16,462.00 \$140.00	\$15,143.55	
ONE YEAR PRIOR ACTS	\$500,000.00	\$500,000.00	
TWO YEARS PRIOR ACTS	\$1,000,000.00	\$1,000,000.00	
	\$10,000.00	\$3,000.00	
	\$19,064.00	\$11,683.50	
		\$17,450.25	
		\$20,071.50	
	\$1,000,000.00	\$1,000,000.00	
	\$1,000,000.00	\$1,000,000.00	
	\$10,000.00	\$3,000.00	
	\$19,199.00	\$18,142.26	
	\$140.00		
		OCCURRENCE	
		CLAIMS MADE	CLAIMS MADE
	\$2,000,000.00	\$1,000,000.00	\$2,000,000.00
	\$2,000,000.00	\$1,000,000.00	\$2,000,000.00
	\$10,000.00	\$3,000.00	\$1,000.00
	\$25,919.00	\$13,990.20	\$15,508.00
ONE YEAR PRIOR ACTS		\$20,910.30	\$21,435.00
TWO YEARS PRIOR ACTS		\$24,370.35	P/A+1,000,000
PUBLIC OFFICIALS LIABILITY			
LIMITS:	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
AGGREGATE	\$1,000,000.00		\$2,000,000.00
DEDUCTIBLE	\$5,000.00	\$5,000.00	\$5,000.00
RETROACTIVE DATE:		3-29-87	3-29-87
PREMIUM:	\$12,999.00	\$10,485.00	\$5,849.00
	\$140.00		
	\$14,949.00		\$6,381.00
	\$1,000,000.00		\$2,000,000.00
	\$1,000,000.00		\$2,000,000.00
	\$10,000.00		\$2,500.00
	\$11,636.00		\$6,255.00
	\$140.00		
	\$13,381.00		\$6,824.00

*Accepted*



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

*Kathleen Miller*  
1-800-456-5974

**PROPOSAL FOR LAW ENFORCEMENT LIABILITY COVERAGE**  
(Claims Made Form)

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

\$1,000 Deductible

FILED  
TAC A. Sullivan  
COUNTY CLERK  
MAY 25 1991  
LAW ENFORCEMENT, TX.  
BY \_\_\_\_\_  
Laruit

Annual Contribution: \$17,815 \$ 21,435.

Includes:

- Basic \$2,000,000 Coverage  
Retrodate: At Inception @ N/C *Prior Acts @ Appx \$2000.*
- \*Punitive Damages Endorsement @ \$1,620  
(\$1,000,000 Limit)

Total Annual Aggregate \$2,000,000 Limit + 1,000,000. Add'l  
Limits Punitive

\*Punitive Damages as an addition to Policy Limits add an additional \$1,620 to the Contribution Total

Binding subject to receipt of completed TAC application including question #5

*[Signature]*  
\_\_\_\_\_  
Signature of TAC Official

*February 27, 1991*  
\_\_\_\_\_  
Date

**COVERAGE ACCEPTANCE**

Liability coverage is offered on this proposal is accepted.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Insurance Coordinator

\_\_\_\_\_  
Signature and Title of Accepting Official

\_\_\_\_\_  
Date

This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.



**NORTH  
ATLANTIC  
CASUALTY and  
SURETY™**

VOL 36 PG 944

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:52

UPSHUR COUNTY, TX

*North Atlantic Casualty and Surety Insurance Company, Inc.  
525 South Meridian St., P O Box 6056  
Indianapolis, Indiana 46206-6056  
317/634-7578 Telefax 317/634-7580*

BY \_\_\_\_\_  
October 9, 1990

John H. Hannah, Jr.  
Attorney at Law  
423 South Chilton  
Tyler, Texas 75702

Re: Insured : Upshur County/Dean/Gassis/Et Al.  
Claimant : Neal Stanley  
Claim No. : 1013903  
D/Occurrence : 7/1/87

Dear Mr. Hannah:

This acknowledges receipt of several fee bills and copies of checks made payable to Jackie Cox in settlement of the above mentioned claim. It appears as though the case has settled, although we would appreciate your confirming whether resolution occurred by settlement or by entry of judgment. On page 3 of the insured's Public Officials Professional Liability Insurance Policy under Section 5., the insureds agree that no fees, costs or expenses shall be incurred or settlements made without the insurer's written consent. In this instance, no one maintained regular communication with North Atlantic during the entire course of this case and no one specifically requested North Atlantic's written consent to settle this matter. There has been no documentation or other factual background information supplied to North Atlantic supporting payment of costs and fees to Jackie Cox, which is also required under the North Atlantic policy.

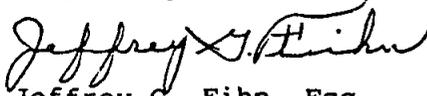
You may recall that on July 19, 1989, a reservation of rights letter was sent to Upshur County specifying numerous areas under which North Atlantic had reserved its rights. For ease of reference, I am enclosing another copy of that correspondence to you. I wish you to closely examine that letter and provide us with a written explanation of how the costs incurred and settlement reached did not come within the scope of the matters upon which rights have been reserved by North Atlantic. I am not asking you to afford this company a coverage opinion but rather to relate the facts behind defense and final disposition of this case so that North Atlantic can compare those to the areas upon

John H. Hannah, Jr.  
October 9, 1990  
Page 2

which it had previously reserved its rights. I am in need of copies of all pleadings and motions filed and served in this case to attempt to determine the substance of the settlement or judgment entered. Although North Atlantic may owe some or all of your attorneys' fees, the company needs to determine if Upshur County has paid any of your fee bills to date or not. In light of all of the above, North Atlantic requires a great deal more information before making a final determination both on coverage and on payment of fee bills and/or settlements/judgments entered in this case.

If you have any questions regarding all of this, please be certain to communicate with me at your earliest opportunity.

Very truly yours,



Jeffrey G. Fihn, Esq.  
Professional Liability  
Claims Specialist

JGF/lh

Enclosure

cc: Upshur County - Everett Dean, Gaddis Lindsey,  
Tommy Eatherton, David Loyd

Laura Woldert  
Shirley Looney

VOL 36 PG 986

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:52

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

**John H. Hannah, Jr.**

Attorney at Law  
423 South Chilton  
Tyler, Texas 75702

\_\_\_\_\_  
(214) 592-7875

July 6, 1990

Ms. Jackee Cox  
Attorney at Law  
P. O. Box 2603  
Longview, Texas 75606

Re: Civil Action No. M-89-0107-CA  
Neal Stanley v. Upshur County, et al

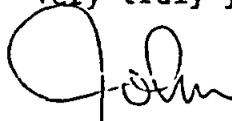
Dear Jackee:

Please accept this as an offer for the settlement of the above captioned case: Nominal damages of \$1.00; Costs of \$2,696.30 (notice I did not reduce this by 10% as you did in your proposal); attorney's fees of \$13,485.25 (this is your attorney's fees minus 15%); all for a total of \$16,182.55.

I will be willing to have this check drawn in total and made out to you and Mr. Stanley or you, Mr. Stanley and Mr. Inzer or any way you suggest.

Please let me hear from you by the 13th of July or the offer will be withdrawn.

Very truly yours,

  
JOHN HANNAH

JH/gs

John H. Hannah, Jr.

Attorney at Law  
423 South Chilton  
Tyler, Texas 75702

(214) 592-7875

July 13, 1990

VOL 36 PG 947

SETTLEMENT AS PROPOSED TO JACKEE COX  
Re: Stanley v. Upshur County  
Civil Action No. M-89-0107-CA

Nominal Damages -----	\$	1.00
Costs expended by Jackee Cox -----		2,696.30
Attorney's Fees -----		<u>13,485.25</u>
TOTAL SETTLEMENT -----		\$16,182.55

FILED  
REX A. SHAW  
COUNTY CLERK



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

91 MAR 25 AM 10:52

LESSOR COUNTY, TX.

BY \_\_\_\_\_ DEPUTY

**PROPOSAL FOR LAW ENFORCEMENT LIABILITY COVERAGE  
(Claims Made Form)**

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

**\$5,000 Deductible**

**Annual Contribution:      \$15,508**

Includes:

- Basic \$2,000,000 Coverage  
Retrodate: At Inception @ N/C
- \*Punitives Damages Endorsement @ \$1,410  
(\$1,000,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*Punitive Damages as an addition to Policy Limits add an additional \$1,410 to the Contribution Total

Binding subject to receipt of completed TAC application including question #5

*[Signature]*  
Signature of TAC Official

February 27, 1991  
Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Insurance Coordinator

\_\_\_\_\_  
Signature and Title of Accepting Official

\_\_\_\_\_  
Date

This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

VOL 36 PG 989

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10: 52

UPSHUR COUNTY, TX.

BY

DEPUTY

**PROPOSAL FOR LAW ENFORCEMENT LIABILITY COVERAGE  
(Claims Made Form)**

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

\$1,000 Deductible

**Annual Contribution:      \$17,815**

Includes:

- Basic \$2,000,000 Coverage  
Retrodate: At Inception @ N/C
- \*Punitive Damages Endorsement @ \$1,620  
(\$1,000,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*Punitive Damages as an addition to Policy Limits add an additional \$1,620 to the Contribution Total

**Binding subject to receipt of completed TAC application including question #5**

*Jim Lee*  
Signature of TAC Official

February 27, 1991  
Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

Effective Date

Insurance Coordinator

Signature and Title of Accepting Official

Date

**This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.**

FILED  
REX A. SHAW  
COUNTY CLERK



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

91 MAR 25 AM 10:52  
UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

**PROPOSAL FOR LAW ENFORCEMENT LIABILITY COVERAGE  
(Claims Made Form)**

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

**\$2,500 Deductible**

**Annual Contribution:      \$17,054**

**Includes:**

- **Basic \$2,000,000 Coverage**  
Retrodate: At Inception @ N/C
- **\*Punitive Damages Endorsement @ \$1,550**  
(\$1,000,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*Punitive Damages as addition to Policy Limits add an additional \$1,550 to the Contribution Total

**Binding subject to receipt of completed TAC application including question #5**

*Jim Jeon*  
Signature of TAC Official

*February 27, 1991*  
Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Insurance Coordinator

\_\_\_\_\_  
Signature and Title of Accepting Official

\_\_\_\_\_  
Date

**This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.**



TEXAS ASSOCIATION OF COUNTIES  
 P. O. BOX 2131  
 AUSTIN, TEXAS 78768

VOL 36 PG 951  
 FILED  
 PEX A. SHAW  
 COUNTY CLERK

91 MAR 25 AM 10:52  
 UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
 DEPUTY

**LAW ENFORCEMENT PROFESSIONAL LIABILITY**

**COMPARISON**

Basic Coverage Features:	Name of Carrier:	TAC Pool	_____	_____	_____
1. Is Definition Of Act Or Occurrence Restricted To An "Accident?"		NO	_____	_____	_____
2. Covers Errors, Omissions, and Negligent Acts		YES	_____	_____	_____
3. Covers Personal Injury:					
a. False Arrest		YES	_____	_____	_____
b. False Imprisonment		YES	_____	_____	_____
c. Wrongful Detention		YES	_____	_____	_____
d. Malicious Prosecution		YES	_____	_____	_____
e. Wrongful Entry		YES	_____	_____	_____
f. Wrongful Eviction		YES	_____	_____	_____
4. Covers Bodily Injury:					
a. After An Arrest		YES	_____	_____	_____
b. In Jail		YES	_____	_____	_____
c. Arising From Products		YES	_____	_____	_____
d. Arising From Diseases		YES	_____	_____	_____
5. Covers Violation of Civil Rights		YES	_____	_____	_____
6. Covers Claims For Bodily Injury Made Against The:					
a. Judge		YES	_____	_____	_____
b. Commissioners		YES	_____	_____	_____
c. District Attorney		YES	_____	_____	_____
d. Clerks		YES	_____	_____	_____
e. Prosecuting Attorney		YES	_____	_____	_____
f. Staff and Employees (for above officials)		YES	_____	_____	_____
7. Covers Vicarious Liability For Willful Violation Of An Ordinance		YES	_____	_____	_____
8. Covers Regulatory Functions		YES	_____	_____	_____

9. Covers Care, Custody and Control Of Property:
- a. Of Prisoners 91127 11 10:50 YES
  - b. Confiscated By Court Order 1000 1000 1000 YES
  - c. Controlled At Scene Of An Accident BY \_\_\_\_\_ YES
10. Covers Invasion Of The Right Of: DEPUTY
- a. Public Occupancy YES
  - b. Private Occupancy YES
11. Covers Violation Of Property Rights
- a. If Arising From PD/BI YES
  - b. If Arising Out Of Law Enforcement Function YES
12. Covers False Or Improper Service Of Process YES
13. Covers Discrimination (Except Employees Related Which is Covered Under The Public Official Policy) YES
14. Covers Humiliation YES
15. Covers Libel, Slander, Defamatory Or Disparaging Material YES
16. Covers Assault and Battery YES
17. Covers First Aid YES
18. Covers Mental Injury, Anguish And Shock YES
19. Covers Bodily Injury, Includes Sickness, Disease & Disability YES
20. Covers Property Damage, Physical Injury Or Loss Of Use YES
21. Covers Punitive Damages OPTIONAL
22. Covers Supplementary Payments YES
23. Is The Cost Of Coverage Fixed At Inception And Not Subject To Adjustment? YES

NOTICE: This form is intended to provide highlights of coverage for easy comparison and is not a coverage document. Please refer to the coverage document for complete details of coverage including definitions, exclusions, and other terms and conditions.

**COUNTY LAW ENFORCEMENT  
PROFESSIONAL LIABILITY INSURANCE  
(CLAIMS MADE FORM)**

The Texas Association of Counties County Government Risk Management Pool is created to enable each county to purchase coverage against liability claims. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code.

Except to such extent as may otherwise be provided herein, the coverage provided under this COVERAGE DOCUMENT is limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE MEMBER WHILE THE COVERAGE DOCUMENT IS IN FORCE.

This COVERAGE DOCUMENT contains words and phrases which have been defined herein. The definitions provided will apply in construing this COVERAGE DOCUMENT.

In consideration of the contribution to the POOL within thirty (30) days of the effective date hereof, and in reliance upon the statements in the written proposal made a part hereof, the POOL agrees as follows:

**I. INSURING AGREEMENT AND CLAIMS MADE CLAUSE**

**SAMPLE**

The POOL will pay on behalf of the MEMBER, subject to the terms, covenants, definitions, conditions, exclusions, deductible provisions, and limitations contained herein, any sums which the MEMBER shall become legally obligated to pay as money DAMAGES by reason of errors, omissions or negligent acts arising out of the performance of the MEMBER'S duties of PUBLIC EMPLOYMENT as hereinafter defined, arising solely out of the following perils:

- A. PERSONAL INJURY
- B. BODILY INJURY
- C. PROPERTY DAMAGE
- D. VIOLATION OF CIVIL RIGHTS

PROVIDED ALWAYS that:

- 1. NOTICE OF CLAIM IS FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD; and

TAC/88A/LE

FILED  
 DEK A. SHAW  
 COUNTY CLERK  
 51 MAR 25 AM 10:53  
 Tarrant County, TX  
 BY \_\_\_\_\_  
 DEPUTY

2. the error, omission or negligent act for which CLAIM is first made happened on or after the retroactive date set forth in the declarations; and
3. the MEMBER did not give notice to any prior insurer of such error, omission or negligent act; and
4. the MEMBER had no notice or knowledge at the inception of the COVERAGE DOCUMENT or any extensions or renewals thereof that such error, omission or negligent act, would result in a CLAIM being made against a MEMBER.

**II. SUBJECT TO ALL OF THE TERMS, COVENANTS, DEFINITIONS, CONDITIONS, EXCLUSIONS, DEDUCTIBLE PROVISIONS, AND LIMITATIONS,** the POOL has the right and duty to defend any such CLAIM or suit arising out of the perils enumerated above brought against the MEMBER, alleging such error, omission or negligent act and seeking money DAMAGES on account thereof, even if a suit is groundless, false or fraudulent; and the POOL shall have the right to make such investigation and settlement of any CLAIM or suit as may be deemed expedient by the POOL.

**III. SUPPLEMENTARY PAYMENTS**

The POOL will pay, in addition to the applicable limit of liability:

1. expenses incurred by the POOL'S regular employees or contractors in the monitoring and supervision of claims;
2. interest on any judgment which does not exceed the limit of the POOL'S liability thereon, which accrues after entry of the judgement and before the POOL has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the POOL'S liability thereon;
3. premium on appeal bonds required in any suit defended by the POOL, premium on bonds to release attachments in any such suit for an amount not in excess of the POOL'S liability, not to exceed \$250 per bond, but the POOL shall have no obligation to apply for or furnish any such bond.

**IV. LIMIT OF LIABILITY**

Regardless of the number of:

- A. MEMBERS under this COVERAGE DOCUMENT; or
- B. Persons or organizations who sustain DAMAGES payable under this COVERAGE DOCUMENT; or
- C. CLAIMS made or suits brought on account of coverage afforded by this COVERAGE DOCUMENT.

The POOL'S liability to pay for a defense or to pay any CLAIM or CLAIMS EXPENSES shall cease after the limit of the POOL'S liability shall have been exhausted as a result of

amounts paid as DAMAGES (as defined), CLAIMS EXPENSES (as defined), as well as amounts paid in settlement or satisfaction of CLAIMS, judgments or awards.

CLAIMS EXPENSES as defined herein, as well as amounts paid in settlement or satisfaction of CLAIMS, judgments or awards are subject to and shall be deducted from the applicable limit of liability. All CLAIMS EXPENSES shall first be subtracted from the limit of liability, with the remainder, if any, being the amount available to pay DAMAGES. CLAIMS based on or arising out of the same act or interrelated acts of one or more of the MEMBERS shall be considered a single CLAIM and only one deductible and limit of liability shall be applicable to such single CLAIM.

Subject to the foregoing, in no event shall the POOL'S total liability for any one COVERAGE DOCUMENT PERIOD exceed the AGGREGATE stated in Item C of the Declarations, including any CLAIM or CLAIMS first made during any OPTIONAL EXTENSION PERIOD.

**V. DEDUCTIBLE**

The deductible amount stated in the Declarations as "Deductible (A)" shall be applicable to each CLAIM involving each MEMBER and shall include loss payments and CLAIMS EXPENSES as herein defined, whether or not loss payment is made. Regardless of the number of CLAIMS during the COVERAGE DOCUMENT PERIOD the total deductible amounts applicable to the COVERAGE DOCUMENT PERIOD shall not be greater than the aggregate amount stated in the Declarations as "Deductible (B)", which shall include loss payments and CLAIMS EXPENSES as hereinafter defined, whether or not loss payment is made. The absence of an entry in aggregate "Deductible (B)" means that no aggregate shall apply and each and every CLAIM shall be subject to "Deductible (A)."

The determination by the POOL as to the reasonableness of the claims settlements and expenses shall be conclusive on the MEMBER.

**VI. EXCLUSIONS**

This COVERAGE DOCUMENT does not cover or apply:

- A. To CLAIMS arising out of the ownership, operation, management, use or control of motor vehicles of any kind, aircraft or watercraft.
- B. To punitive or exemplary damages, fines or penalties.
- C. To CLAIMS arising out of or contributed to by fraud, dishonesty or criminal act of any MEMBER.
- D. To liability assumed by the MEMBER under any contract or agreement whether written, oral, or implied except mutual law enforcement assistance agreements between political subdivisions, or unless otherwise specifically endorsed hereon.

- E. To CLAIMS arising out of the performance of acts, services and/or duties other than in the furtherance of the law enforcement pursuits of the Law Enforcement Department or Agency named in the Declarations or for any act, service, or duty for which an individual MEMBER is being compensated by other than the Law Enforcement Department or Agency named in the Declaration.
- F. To any claim which is or would be covered under any Workers' Compensation Act, Employer's Liability Law, Unemployment Compensation Law, Disability Benefits Law or any similar law.
- G. To CLAIMS for PERSONAL INJURY OR BODILY INJURY (including death) to any individual MEMBER or any Employee, Agent or Volunteer of the MEMBER arising out of and in the course of his activity with or employment by the MEMBER.
- H. To CLAIMS for PROPERTY DAMAGE to property of any MEMBER or any employee, agent or volunteer of the MEMBER arising out of or in the course of activity with or employment by the MEMBER.
- I. To Demands or actions seeking equitable relief, or redress in any form other than money damages or for costs, charges, fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money damages.
- J. To any investigatory, administrative, disciplinary, or criminal proceeding against an individual MEMBER except that the POOL may at its own option associate counsel in the defense of any such investigatory, administrative or disciplinary proceeding. Should the POOL elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights the POOL may have pursuant to the terms, conditions, exclusions and limitations of this COVERAGE DOCUMENT.
- K. To any CLAIM by any MEMBER or MEMBERS against another, either individually or collectively.
- L. To any CLAIM alleging unfair or discriminatory employment practices.
- M. To any CLAIM arising out of continuous or repeated exposure to the same or similar conditions in which any such exposure or condition existed or happened prior to the retroactive date set forth in the Declarations.

**VII. DEFINITIONS**

- A. AGGREGATE as used herein shall mean the POOL'S total liability for CLAIMS EXPENSES and DAMAGES or any other amounts resulting from all CLAIMS first made against the MEMBERS during the COVERAGE DOCUMENT PERIOD and shall not exceed the amount stated in the Declarations as Aggregate regardless of the time when such CLAIM is paid. In the event the MEMBER exercises the right to purchase the OPTIONAL EXTENSION COVERAGE as provided in section VIII of this COVERAGE DOCUMENT, the AGGREGATE limit for the OPTIONAL

**EXTENSION PERIOD** shall be no more than that which remains of the **AGGREGATE** limit from the immediately preceding **COVERAGE DOCUMENT PERIOD**.

- B. **BODILY INJURY** - as used herein shall mean physical injury to any person (including death) and any mental anguish or mental suffering associated with or arising from such physical injury.
- C. **CIVIL RIGHTS** - as used herein shall mean a person's rights under the United States constitution or any state constitution, or any law affording a civil right of action for damages by reason of invasion of a civil right or liberty.
- D. **CLAIM** - as used herein shall mean a demand received by the insured for money, including **NOTICE OF CLAIM**, service of suit or institution of arbitration proceedings against the **MEMBER**.  
**CLAIMS** based on or arising out of the same act or interrelated acts of one or more of the **MEMBERS** shall be considered a single **CLAIM**.
- E. **CLAIMS EXPENSES** - the term "**CLAIMS EXPENSES**" as used herein shall mean:
  - 1. Fees charged by an attorney designated by the **POOL**; and
  - 2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **CLAIM**, if incurred by the **POOL**; and
  - 3. Fees charged by any attorney designated by the **MEMBER** with the written consent of the **POOL**.However, "**CLAIMS EXPENSES**" does not include salary charges of regular employees or officials of the **POOL**, or expenses incurred by the **POOL'S** regular employees or contractors in the monitoring and supervision of claims.
- F. **COVERAGE DOCUMENT** as used herein shall mean this agreement between the **POOL** and **MEMBER**.
- G. **COVERAGE DOCUMENT PERIOD** - as used herein shall mean that period specified in the declarations, or earlier termination date, if any, provided always, however, that if said **COVERAGE DOCUMENT PERIOD** is greater than one year, the limit of liability for each and every loss and for the **AGGREGATE**, as stated in the Declarations, shall be applicable only to **CLAIM** or **CLAIMS** first made against the **MEMBER** during each **COVERAGE DOCUMENT PERIOD**. Any renewal of this **COVERAGE DOCUMENT** shall be considered a new **COVERAGE DOCUMENT PERIOD**; however, any **OPTIONAL EXTENSION PERIOD** coverage purchased by the **MEMBER** shall in no way increase the **COVERAGE DOCUMENT PERIOD** or any renewal thereof.

- H. **DAMAGES** - as used herein shall mean compensatory money damages only and does not include punitive or exemplary damages, fines, or penalties or such amounts as may be uninsurable. Further, CLAIMS for "Compensatory Money Damages" DOES NOT include defense of actions, suits, or proceedings for non-monetary relief or redress when a specified amount of money damages is not stated.
- I. **MEMBER** - the term MEMBER under this COVERAGE DOCUMENT as used herein shall mean the County as set forth in the Declarations as NAMED MEMBER and shall include:
1. Each Law Enforcement Department or Agency duly constituted and operating under the jurisdiction of the NAMED MEMBER set forth in the Declarations.
  2. The individual law enforcement officers or other employees or volunteers of such Departments or Agencies as are regularly employed or officially engaged in law enforcement duties, but only in furtherance of the official pursuits of the Law Enforcement Department or Agency set forth in the Declarations.
  3. The public officials, employees and volunteers of NAMED MEMBER, but only with respect to the CLAIMS made against such County or such public officials thereof solely by reason of the errors, omissions or negligent acts of the Law Enforcement Departments or Agencies duly constituted and operating under the jurisdiction of the NAMED MEMBER, or of the Law Enforcement officers thereof and only with respect to their activities while in furtherance of the law enforcement pursuits of the NAMED MEMBER.
- J. **NAMED MEMBER** as used herein shall mean the County named in the Declarations.
- K. **NOTICE OF CLAIM** as used herein shall mean the first time of the following:
1. In the event of a suit or action against the MEMBER, the date the MEMBER receives notice of said suit or action by service of process or otherwise;
  2. Absent a suit or actions against the MEMBER, the date the MEMBER knows or has reason to believe that a specific error or omission, or negligent act may reasonably be expected to result in a CLAIM.
- L. **OPTIONAL EXTENSION COVERAGE** as used herein shall mean the optional coverage that may be purchased in the event the POOL shall cancel or refuse to renew this COVERAGE DOCUMENT as set forth in section VIII of this COVERAGE DOCUMENT.
- M. **OPTIONAL EXTENSION PERIOD** as used herein shall mean the period which the NAMED MEMBER elects to purchase optional extension coverage.

N. **PERSONAL INJURY** as used herein shall mean:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;
2. Wrongful or improper service of process;
3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

O. **POOL** as used herein shall mean the Texas Association of Counties County Government Risk Management POOL.

P. **PROPERTY DAMAGE** as used herein shall mean:

1. Physical injury to or destruction of tangible property, including the loss of use thereof, or
2. Loss of use of tangible property which has not been physically injured or destroyed.

Q. **PUBLIC EMPLOYMENT** - as used herein shall mean employment of Law Enforcement officers by the Law Enforcement Departments or Agencies of NAMED MEMBER.

**VIII. OPTION TO EXTEND CLAIMS REPORTING PERIOD**

If the POOL shall cancel or refuse to renew this COVERAGE DOCUMENT for reasons other than the NAMED MEMBER'S non-payment of contributions and/or deductibles or non-compliance with the terms and conditions of this COVERAGE DOCUMENT, the NAMED MEMBER, upon payment of an additional contribution as set forth herein, shall have the option to extend the insurance afforded by this COVERAGE DOCUMENT, subject always to its terms, limitations, covenants, definitions, deductible provisions, limits of liability, exclusions and conditions, to apply to CLAIMS first made against the NAMED MEMBER during (a) 12 months, or (b) 24 months, as elected by the NAMED MEMBER following immediately upon the effective date of such termination, but only by reason of any error, omission or negligent act committed prior to the date on which this OPTIONAL EXTENSION PERIOD commenced and after the retroactive date set forth in the Declarations, and subject always to the terms, covenants, definitions conditions, limitations, exclusions and deductible provisions of the COVERAGE DOCUMENT in effect on the date the OPTIONAL EXTENSION PERIOD is exercised.

The extension of coverage for CLAIMS made subsequent to termination of the COVERAGE DOCUMENT shall be endorsed hereto, if purchased, and shall hereinafter be referred to as the OPTIONAL EXTENSION PERIOD. Individual CLAIMS made

during any OPTIONAL EXTENSION PERIOD shall be deemed to have occurred during the most recent COVERAGE DOCUMENT PERIOD and all terms, covenants, conditions, definitions, exclusions, limits of liability, deductibles and agreements shall apply therewith.

It is mutually agreed that a request by the POOL for an increase in contribution or deductible, or reduction in limit of liability or AGGREGATE, shall not be deemed a refusal to renew this Coverage Document.

The contribution for the OPTIONAL EXTENSION PERIOD elected by the NAMED MEMBER shall be (a) 100 percent for 12 months, or (b) 150 percent for 24 months, of the full annual contribution for this COVERAGE DOCUMENT.

As a condition precedent to the NAMED MEMBER'S right to purchase the OPTIONAL EXTENSION PERIOD coverage and any unpaid deductibles. The NAMED MEMBER must tender payment of all contributions due for the preceding period of coverage. The NAMED MEMBER'S right to purchase the OPTIONAL EXTENSION PERIOD coverage must be exercised by notice in writing and tendering of the contribution due not later than ten days after the cancellation or termination of this COVERAGE DOCUMENT. If such notice and contribution are not given, the NAMED MEMBER shall not at a later date be able to exercise such right.

At the commencement of any OPTIONAL EXTENSION PERIOD, the entire contribution therefore shall be deemed earned, and in the event the NAMED MEMBER terminates the OPTIONAL EXTENSION PERIOD before its terms for any reason, the POOL shall not be liable to return to the NAMED MEMBER any portion of the contribution for the OPTIONAL EXTENSION PERIOD.

#### IX. CONDITIONS

- A. Agreement and Severability - It is agreed that the particulars and statements contained in the written proposal, a copy of which is attached, and the Declarations are the basis of this Coverage Document and are to be considered as incorporated herein and constituting a part of the COVERAGE DOCUMENT. As respects the particulars and statements contained in the written proposal and the exclusions set forth herein, this COVERAGE DOCUMENT shall be considered as a separate agreement with each MEMBER. Nothing in the paragraph shall be construed to increase the POOL'S limit of liability as set forth in this COVERAGE DOCUMENT.
- B. Payments - If circumstances should occur wherein any MEMBER shall be determined to be legally liable to one or more persons in a sum in excess of the limit of liability of the POOL, or in such manner as to render one or more MEMBERS liability in excess of the limits of the POOL, then the POOL may at its option, apportion its payment with respect to its said limit of liability, when paid, by dividing payment for the benefit of each of those MEMBERS against whom a verdict or judgment was entered in proportion to the amount of the judgment against each MEMBER. The payments by the POOL of sums in proportions equal to the

amount of the judgments entered as against all MEMBERS shall be deemed to constitute full and final payment by the POOL of its obligations to all MEMBERS, and in no event shall the POOL be liable for more than the agreed limits of liability as set forth in the Declarations.

- C. Assistance and Cooperation of the MEMBER - The MEMBER shall assist and cooperate with the POOL and upon the request of the POOL, or its authorized representative, shall submit to examination and interrogation by a representative of the POOL under oath, if requested, and shall attend hearings, depositions and trials and shall assist in effecting settlement securing and giving evidence, obtaining the attendance witnesses in the conduct of suits, and in the giving of a written statement or statements to the POOL'S representatives and meeting with such representatives for the purpose of investigation and/or defense, without charge to the POOL. The MEMBER shall not, except at its own cost voluntarily make any payment, assume or admit any liability, or settle any CLAIM or action or incur any expense without the written consent of the POOL first obtained.

Each MEMBER agrees to cooperate with the POOL in the prosecution of such CLAIMS, suits, indemnity actions, cross-claims, cross-complaints and/or counterclaims as the POOL, in its sole discretion shall deem to be appropriate with respect to any CLAIM or suit brought against any MEMBER to which the COVERAGE DOCUMENT attaches and each MEMBER agrees to execute such papers as are required to be executed in the defense of the action or with respect to the prosecution of such CLAIMS, suits, indemnity actions, cross-claims, cross-complaints and/or counterclaims.

- D. Action Against the POOL - No suit, action or proceeding shall be maintained against the POOL by MEMBERS to recover for any loss under this COVERAGE DOCUMENT unless it shall be brought after the amount of such loss shall have been fixed or rendered certain, either by final judgment against the MEMBER by the court of last resort after trial of the issues and appeal has been determined or if the time to appeal therefrom has expired without an appeal having been taken, or by agreement between the parties with the written consent of the POOL.

Nothing contained in this COVERAGE DOCUMENT shall give the MEMBER or any person, firm, corporation or organization any right to join the POOL as a party in any action or proceeding against the MEMBER to determine the MEMBER'S liability.

In no event shall any action be maintained against the POOL by the MEMBER or any other person unless brought within twelve months of the time when the happening for which recovery is sought under this COVERAGE DOCUMENT, becomes known to the MEMBER.

- E. Subrogation - In the event of any CLAIM under this COVERAGE DOCUMENT, the POOL shall be subrogated to all of the MEMBER'S rights of indemnity or recovery therefor, against any person, firm, corporation or organization, and the

MEMBER shall execute and deliver instruments and papers, including the customary form of loan receipt, and do whatever else shall be necessary and do nothing after any CLAIM is made to prejudice such rights. The POOL shall be entitled to take over and conduct in the name of the MEMBER, the defense or settlement of any CLAIM or action and to prosecute in the MEMBER'S name for their own benefit any CLAIM to which they are subrogated hereby against any third party. The POOL may settle any claim at their own discretion and without the consent of the MEMBER.

**F. Cancellation and Non-renewal Provisions**

1) Cancellation - This COVERAGE DOCUMENT may be cancelled by the NAMED MEMBER by mailing written notice to the POOL at least sixty (60) days prior to the date coverage is to be cancelled.

This COVERAGE DOCUMENT may be cancelled by the POOL by mailing to the NAMED MEMBER at the address shown in the Declarations, written notice stating when not less than sixty (60) days thereafter such cancellation shall be effective, except:

- a. Upon failure of the NAMED MEMBER to discharge its obligation in the payment of contribution for the COVERAGE DOCUMENT or any installment thereof, whether payable directly to the POOL or its agents or indirectly under any contribution finance plan or extension of credit, the POOL may cancel the COVERAGE DOCUMENT mailing written notice to the NAMED MEMBER at least five (5) days prior to the effective date of cancellation;
- b. Upon a substantial change in operations resulting in an increase in exposure within the control of the MEMBER which would produce an increase in rate, the POOL may cancel the COVERAGE DOCUMENT by mailing written notice to the NAMED MEMBER at least sixty (60) days prior to the effective date of cancellation;
- c. Upon termination of the Interlocal Participation Agreement or withdrawal of the NAMED MEMBER from the POOL or Expulsion of NAMED MEMBER from the POOL, pursuant to the Bylaws and Plan of Operation, this COVERAGE DOCUMENT shall terminate effective on the date of said termination, withdrawal or expulsion.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the NAMED MEMBER or by the POOL shall equivalent to mailing.

If this COVERAGE DOCUMENT shall be cancelled by the NAMED

MEMBER, the POOL shall retain the customary short rate proportion of the contribution hereon.

If this COVERAGE DOCUMENT shall be cancelled by or on behalf of the POOL, the POOL shall retain the customary pro-rata proportion of the contribution hereon.

- G. Compliance with Conditions - Compliance by the MEMBER with all terms and conditions of this COVERAGE DOCUMENT is a condition precedent to the liability of the POOL hereunder. If the MEMBER shall breach any warranty or condition of this COVERAGE DOCUMENT there shall be no coverage hereunder as to the particular CLAIM or action in connection with which such breach occurred.
- H. Delivery of this COVERAGE DOCUMENT - Delivery of this Coverage Document to the NAMED MEMBER shall be considered delivery to each MEMBER and the NAMED MEMBER is authorized by each individual MEMBER to give and receive all notices on their behalf as provided for under the terms and conditions of this COVERAGE DOCUMENT.
- I. Notice to the POOL - As a condition precedent to any recovery under this COVERAGE DOCUMENT the MEMBER shall:
1. Report to the POOL all incidents or occurrences which would reasonably be expected to result in the POOL being required to consider a claim against MEMBER.
  2. Give the POOL written notice within the COVERAGE DOCUMENT PERIOD of any CLAIM or NOTICE OF CLAIM made against said MEMBER;
  3. In the event suit is brought against a MEMBER, immediately forward to the POOL any demand, notice, summons or other process received directly by the MEMBER or by the MEMBER'S representative; The MEMBER shall further cooperate with the POOL and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the MEMBER may have.
- The MEMBER shall not demand or agree to arbitration of any CLAIM made against the MEMBER without written consent of the POOL.
- J. Changes - Notice to any agent or knowledge possessed by an agent or by any other person shall not effect a waiver or a change in any part of this COVERAGE DOCUMENT or stop the POOL from asserting any right under the terms of this COVERAGE DOCUMENT, nor shall the terms of this COVERAGE DOCUMENT be waived or changed except by a written endorsement issued with the written consent of the POOL to form a part of this insurance.

TAC/88A/LE

- K. Assignment - Assignment of interest under this COVERAGE DOCUMENT shall not bind the POOL until its consent is endorsed hereon.
- L. Other Coverage or Insurance - If there is other coverage or insurance against any incident, loss or CLAIM for which coverage is afforded under this COVERAGE DOCUMENT, the coverage provided under this COVERAGE DOCUMENT shall be deemed to be excess over and above the applicable limits of all such other coverage or insurance.

TEXAS ASSOCIATION OF COUNTIES VOL 36 PG 965



P O Box 2131, Austin, Texas 78768 1204 San Antonio (512) 478-8753

Sam D Seale, Executive Director

February 28, 1991

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

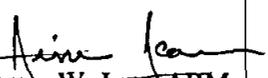
Dear Judge Dean:

Thank you for the opportunity to present a proposal for Public Officials and Law Enforcement Liability coverage to your county. Because of problems that counties have had in the past in obtaining insurance, TAC developed a portfolio of coverages which, I believe, responds well to the unique needs of county government.

To initiate coverage, please complete the enclosed coverage acceptance forms immediately and return them to us. I have also enclosed two copies of an Interlocal Agreement. Please have the appropriate official sign both copies and return one copy to this office.

If you have any questions or need assistance in evaluating our proposals, please do not hesitate to contact myself or our Field Services Representative, Sarah Wirt at 1-800-222-5974.

Sincerely,

  
James W. Jean, ARM  
Director Self-Insurance  
Programs Administration

JWJ:pm

FILED  
TEXAS ASSOCIATION OF COUNTIES  
COUNTY CLERK  
91 MAR 25 AM 10:53  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

VOL 36 PG 966

FILED  
PEX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:53

AFFIDAVIT TO  
UPSHUR COUNTY

UPSHUR COUNTY, TX.

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

DEPUTY

NAME OF BIDDER: Texas Association of Counties Risk Management Pool

SIGNED BY: James W. Jew Director of Self-Insurance Programs Administration  
(sign name in writing) (Title)

ADDRESS: P. O. Box 2131, Austin, Texas 78768

TELEPHONE NUMBER: 512/478-8753 DATE: 2/28/91

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 1<sup>st</sup> day of March, 1991, personally appeared \_\_\_\_\_ who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Christine E. Stromme  
Notary Public in and for Travis County, Texas  
My commission expires 11-17-92

NOTE: Bids not notarized will not be considered.





TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

*Kathleen Miller*  
1-800-456-5974

**PROPOSAL FOR PUBLIC OFFICIALS LIABILITY COVERAGE**  
(Claims Made Form)

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

\$2,500 Deductible  
Annual Contribution: ~~\$7,652~~ \$6824.

FILE  
LISA SHAW  
3000  
31 MAR 25 AM 10:55  
BY DEPUTY

Includes:

- Basic \$2,000,000 Coverage + 1,000,000 Add'l limit or punitive Retrodate: 3/29/87
  - \*Punitive Damages Endorsement @ \$569 (\$1,000,000 Limit)
  - \*\*County Clerk Endorsement @ \$931 (\$125,000 Limit)
  - \*\*District Clerk Endorsement @ \$466 (\$50,000 Limit)
- delete piece up al operation of current coverage*

**Total Annual Aggregate \$2,000,000 Limit**

\*With Punitive Damages as an addition to Policy Limits add an additional \$569 to Contribution Amount  
\*\*Clerks Limits are in addition to Policy Limit

Binding subject to receipt of completed TAC application and claims supplement

*[Signature]*      February 27, 1991  
Signature of TAC Official      Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

Effective Date \_\_\_\_\_ Insurance Coordinator \_\_\_\_\_  
Signature and Title of Accepting Official \_\_\_\_\_ Date \_\_\_\_\_

This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

**PROPOSAL FOR PUBLIC OFFICIALS LIABILITY COVERAGE  
(Claims Made Form)**

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

**\$2,500 Deductible**

**Annual Contribution: \$7,652**

Includes:

- Basic \$2,000,000 Coverage  
Retrodate: 3/29/87
- \*Punitive Damages Endorsement @ \$569  
(\$1,000,000 Limit)
- \*\*County Clerk Endorsement @ \$931  
(\$125,000 Limit)
- \*\*District Clerk Endorsement @ \$466  
(\$50,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*With Punitive Damages as an addition to Policy Limits add an additional \$569 to Contribution Amount

\*\*Clerks Limits are in addition to Policy Limit

**Binding subject to receipt of completed TAC application and claims supplement**

FILES  
RICK A. SHAW  
COUNTY CLERK  
91 MAR 25 AM 10:55  
Upshur County, TX.  
BY \_\_\_\_\_ DEPUTY

*[Signature]*  
Signature of TAC Official

February 27, 1991  
Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Insurance Coordinator

\_\_\_\_\_  
Signature and Title of Accepting Official

\_\_\_\_\_  
Date

**This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.**



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

VOL 36 PG 969  
FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:56

UPSHUR COUNTY, TX.

**PROPOSAL FOR PUBLIC OFFICIALS LIABILITY COVERAGE**  
(Claims Made Form) BY DEPUTY

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

\$5,000 Deductible

**Annual Contribution: \$7,013**

Includes:

- Basic \$2,000,000 Coverage  
Retrodate: 3/29/87
- \*Punitive Damages Endorsement @ \$532  
(\$1,000,000 Limit)
- \*\*County Clerk Endorsement @ \$776  
(\$125,000 Limit)
- \*\*District Clerk Endorsement @ \$388  
(\$50,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*With Punitive Damages as an addition to Policy Limits add an additional \$532 to Contribution Amount

\*\*Clerks Limits are in addition to Policy Limit

Binding subject to receipt of completed TAC application and claims supplement

[Signature]  
Signature of TAC Official

February 27, 1991  
Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

Effective Date

Insurance Coordinator

Signature and Title of Accepting Official

Date

This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.



TEXAS ASSOCIATION OF COUNTIES  
P. O. BOX 2131  
AUSTIN, TEXAS 78768

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:56

UPSHUR COUNTY, TX.

**PROPOSAL FOR PUBLIC OFFICIALS LIABILITY ~~COVERAGE~~ <sup>DEPUTY</sup>**  
(Claims Made Form)

ENTITY: Upshur County      PROPOSAL DATE: March 11, 1991

**\$10,000 Deductible**

**Annual Contribution:      \$6,120**

Includes:

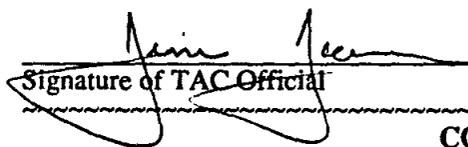
- Basic \$2,000,000 Coverage  
Retrodate: 3/29/87
- \*Punitive Damages Endorsement @ \$472  
(\$1,000,000 Limit)
- \*\*County Clerk Endorsement @ \$621  
(\$125,000 Limit)
- \*\*District Clerk Endorsement @ \$311  
(\$50,000 Limit)

**Total Annual Aggregate \$2,000,000 Limit**

\*With Punitive Damages as an addition to Policy Limits add an additional \$472 to Contribution Amount

\*\*Clerks Limits are in addition to Policy Limit

**Binding subject to receipt of completed TAC application and claims supplement**


February 27, 1991  
 Signature of TAC Official      Date

**COVERAGE ACCEPTANCE**

Liability coverage as offered on this proposal is accepted.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Insurance Coordinator

\_\_\_\_\_  
Signature and Title of Accepting Official

\_\_\_\_\_  
Date

**This acceptance not valid unless received by the TAC office no later than 60 days from the proposal date shown above unless extension is granted by TAC.**



TEXAS ASSOCIATION OF COUNTIES  
 P. O. BOX 2131  
 AUSTIN, TEXAS 78768

VOL 36 PG 971  
 FILED  
 REX A. SHAW  
 COUNTY CLERK

91 MAR 25 AM 10:56  
 UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
 DEPUTY

**PUBLIC OFFICIALS LIABILITY**

**Coverage Checklist**

	<u>TAC POOL</u>	<u>Current Provider</u>	<u>Other Provider</u>
Duty to Defend	Yes	_____	_____
Claims Made Basis	Yes	_____	_____
Discrimination	Yes	_____	_____
Civil rights violations	Yes	_____	_____
Punitive Damages	Optional	_____	_____
Prior Acts Coverage	Optional	_____	_____
Non-Monetary Claims	No	_____	_____
Criminal Acts	Defense	_____	_____
Dishonesty, Fraud	Alleged	_____	_____
Strikes, Riots and Civil Commotion	Yes	_____	_____
Discovery Period	Yes	_____	_____

**NOTICE:** This contract comparison is presented as an overview of contract provisions, for information purposes only. In the case of any discrepancies between the contract and this comparison, contract provisions will apply.

**COUNTY PUBLIC OFFICIALS LIABILITY COVERAGE**  
**(CLAIMS MADE FORM)**

The Texas Association of Counties County Government Risk Management Pool is created to enable each county to purchase coverage against liability claims. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code.

Except to such extent as may otherwise be provided herein, the coverage of this COVERAGE DOCUMENT is limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE MEMBER WHILE THE COVERAGE DOCUMENT IS IN FORCE.

This COVERAGE DOCUMENT contains words and phrases which have been defined herein. The definitions provided will apply in construing this COVERAGE DOCUMENT.

In consideration of the payment of the required contribution, within thirty (30) days of the effective date hereof, and in reliance upon the statements in the written application made a part hereof, the POOL agrees as follows:

- I. INSURING AGREEMENT AND CLAIMS MADE **SAMPLE**
- A. With the MEMBER OFFICIALS that if, during the COVERAGE DOCUMENT PERIOD, any CLAIM or CLAIMS are first made against the MEMBER OFFICIALS, individually or collectively, for a WRONGFUL ACT, the POOL will pay on behalf of, in accordance with the terms of this COVERAGE DOCUMENT, the MEMBER OFFICIALS, or any of them, their executors, administrators or assigns, for all LOSS incurred by said MEMBER OFFICIALS, or any of them by reason of any WRONGFUL ACT.
  - B. With the MEMBER COUNTY that if, during the COVERAGE DOCUMENT PERIOD, any CLAIM or CLAIMS are first made against the MEMBER OFFICIALS, individually or collectively, for a WRONGFUL ACT, the POOL will reimburse, in accordance with the terms of this COVERAGE DOCUMENT, the MEMBER COUNTY for all LOSS for which the MEMBER COUNTY may be required or permitted by law to indemnify such MEMBER OFFICIALS.
  - C. With the MEMBER COUNTY that if, during the COVERAGE DOCUMENT PERIOD, any claim or claims are first made against it as a result of any WRONGFUL ACT, the POOL will pay on behalf of, in accordance with the terms

of this COVERAGE DOCUMENT, all loss incurred by the MEMBER COUNTY solely by reason of any WRONGFUL ACT, as hereinafter defined.

Provided always that CLAIM is first made during the COVERAGE DOCUMENT PERIOD and the WRONGFUL ACT happens:

1. During the COVERAGE DOCUMENT PERIOD; or
2. Prior to the COVERAGE DOCUMENT PERIOD and after the retroactive date set forth in the Declarations provided that prior to the effective date of this COVERAGE DOCUMENT:
  - a. The MEMBER COUNTY or the MEMBER OFFICIALS did not give notice to any prior insurer of such WRONGFUL ACT, error or omission, and
  - b. The MEMBER COUNTY or the MEMBER OFFICIALS had no knowledge that such WRONGFUL ACT, error or omission was likely to give rise to a CLAIM hereunder.

Further, the POOL shall have the right and duty to defend any civil suit against the MEMBER COUNTY AND MEMBER OFFICIALS seeking such LOSS or DAMAGES on account of such WRONGFUL ACT, even if the allegations are groundless, false or fraudulent, and may make such investigation and settlement of any CLAIM or suit as it deems expedient, but the POOL shall not be obligated to pay any LOSS or to defend, or continue to defend, any suit after the limit of the POOL'S liability has been exhausted by payment of LOSS, including CLAIMS EXPENSES, as well as amounts paid in settlement or satisfaction of CLAIMS, judgments or awards.

All CLAIMS EXPENSES shall first be subtracted from the limit of liability; with the remainder, if any, being available to pay DAMAGES.

## II. EXTENSIONS AND SUPPLEMENTARY PAYMENTS

This COVERAGE DOCUMENT shall also apply to CLAIMS first made during the COVERAGE DOCUMENT PERIOD against former MEMBER OFFICIALS or employees, their executors, administrators or assigns, provided said CLAIMS are otherwise insured hereunder.

The POOL will pay, in addition to the applicable limit of liability:

1. expenses incurred by the POOL'S regular employees or contractors in the monitoring and supervision of claims;
2. interest on any judgment which does not exceed the limit of the POOL'S liability thereon, which accrues after entry of the judgement and before the POOL has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the POOL'S liability thereon;

3. premium on appeal bonds required in any suit defended by the POOL, premium on bonds to release attachments in any such suit for an amount not in excess of the POOL'S liability, not to exceed \$250 per bond, but the POOL shall have no obligation to apply for or furnish any such bond.

### III. DEFINITIONS

- A. AGGREGATE as used herein shall mean the POOL'S total liability for LOSS resulting from all CLAIMS first made against the MEMBERS during the COVERAGE DOCUMENT PERIOD and shall not exceed the amount stated in the Declarations as AGGREGATE regardless of the time when such CLAIM is paid. In the event the MEMBERS exercise the right to purchase the OPTIONAL EXTENSION COVERAGE as provided in Section VII of this COVERAGE DOCUMENT, the AGGREGATE limit for the OPTIONAL EXTENSION PERIOD shall be no more than that which remains of the AGGREGATE limit from the immediately preceding COVERAGE DOCUMENT PERIOD.
- B. CLAIM as used herein shall mean a demand received by the MEMBER for money, including the service of a notice of CLAIM, service of suit or institution of arbitration proceedings against the MEMBER.
- C. CLAIMS EXPENSES as used herein shall mean:
  1. fees charged by an attorney designated by the POOL to defend the MEMBERS; and
  2. fees charged by an attorney designated by the MEMBERS with the written consent of the POOL; and
  3. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a CLAIM, incurred by the POOL. However, CLAIMS EXPENSES shall not include salary charges of regular employees or officials of the POOL, or expenses incurred by the POOL'S regular employees or contractors in the monitoring and supervision of claims.
- D. COVERAGE DOCUMENT as used herein shall mean this agreement between the POOL and MEMBER.
- E. COVERAGE DOCUMENT PERIOD as used herein shall mean that period specified in Item B of the Declarations, or earlier termination date, if any, provided always, however, that if said COVERAGE DOCUMENT PERIOD is greater than one year, the limit of liability for each and every LOSS and for the AGGREGATE, as stated in Item C of the Declarations, shall be applicable only to CLAIM or CLAIMS first made against the MEMBERS during each COVERAGE DOCUMENT PERIOD. Any renewal of this COVERAGE DOCUMENT shall be considered a new COVERAGE DOCUMENT PERIOD; however, any OPTIONAL EXTENSION PERIOD coverage purchased by the MEMBER shall in no way increase the COVERAGE DOCUMENT PERIOD or any renewal thereof.

- F. **DAMAGES** as used herein shall mean compensatory damages only and does not include punitive damages, fines or penalties.
- G. **LOSS** as used herein shall mean:
1. such amounts (in no event exceeding the limit of liability for each LOSS or the AGGREGATE as set forth in Item C of the Declarations) which the MEMBERS are legally obligated to pay, arising out of a WRONGFUL ACT, for CLAIM or CLAIMS first made against the MEMBERS during the COVERAGE DOCUMENT PERIOD for DAMAGES, including judgments, settlements, fees, costs, charges and expenses of investigation and defense of legal actions otherwise insured hereunder, or proceedings and appeals therefrom; however, the salaries of any MEMBER OFFICIALS are hereby excluded from the foregoing and shall not constitute any LOSS payable by the POOL hereunder.
  2. such defined LOSS shall in no event include defense of the MEMBERS for any demands, allegations, actions, arbitrations, administrative proceedings seeking non-monetary relief, provisional remedies, or any relief in a form other than for money damages, nor shall such defined LOSS in any event include fines or penalties, punitive or exemplary damages, or such amounts which may be paid for capital improvements, or which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the MEMBERS.
- H. **MEMBER COUNTY** as used herein shall mean the county named in Item A of the Declarations as legally constituted at the inception of the COVERAGE DOCUMENT.
- I. **MEMBER OFFICIALS** as used herein shall mean those persons, individually or collectively, acting within the scope of their OFFICIAL CAPACITY who were, now are, or shall be duly elected or appointed officials or members or employees or volunteers of the MEMBER COUNTY, or commissions, boards or other units operating by and under the jurisdiction of the MEMBER COUNTY, and within an apportionment of the total operating budget of the MEMBER COUNTY. MEMBER OFFICIALS shall not include any of the following boards, commissions, authorities, units or administrative departments or agencies or individual officials or members or employees or volunteers acting within the scope of their duties thereunder, unless specifically endorsed hereon: 1. airport; 2. hospital.
- J. **MEMBER OR MEMBERS** as used herein shall mean either or both the MEMBER COUNTY and the MEMBER OFFICIALS, individually or collectively.
- K. **OFFICIAL CAPACITY** as used herein shall mean only those functions and responsibilities that come within the scope of performance of MEMBER OFFICIALS for or on behalf of the MEMBER COUNTY.
- L. **OPTIONAL EXTENSION COVERAGE** as used herein shall mean the optional

coverage that may be purchased in the event the POOL shall cancel or refuse to renew this COVERAGE DOCUMENT as set forth in section VII of this COVERAGE DOCUMENT.

- M. OPTIONAL EXTENSION PERIOD as used herein shall mean the period which the MEMBER COUNTY elects to purchase optional extension coverage.
- N. POOL as used herein shall mean the Texas Association of Counties County Government Risk Management POOL.
- O. WRONGFUL ACT as used herein shall mean any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance or nonfeasance by the MEMBER OFFICIALS in their OFFICIAL CAPACITY, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an OFFICIAL CAPACITY under the definition of MEMBER OFFICIALS.

"WRONGFUL ACT" includes claims made or actions brought pursuant to the United States Constitution or any State Constitution, or any law affording a civil right of action for damages by reason of invasion of a civil right or liberty, providing coverage is otherwise afforded hereunder for said WRONGFUL ACT.

#### IV. EXCLUSIONS

- A. The POOL shall not be liable to make any payment in connection with or defend any CLAIM made against the MEMBERS for any DAMAGES or LOSS whether direct, indirect, or consequential, arising from, brought about, contributed to, or caused by:
  - 1. fraud, dishonesty, bad faith, of MEMBER; however, notwithstanding the foregoing, the MEMBERS shall be protected under the terms of this policy, as to any claims upon which suit may be brought against them by reason of any alleged fraud or dishonesty on the part of any MEMBERS, unless a judgment or other final adjudication thereof adverse to such MEMBERS shall establish that acts of active or deliberate dishonesty or fraud committed by such MEMBERS was material to the cause of action so adjudicated.
  - 2. bodily injury, sickness, mental anguish, assault or battery, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof.
  - 3. false arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, malicious prosecution, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.
  - 4. any acts, services or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials,

department or agency of the MEMBER COUNTY.

5. the rendering of or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while such MEMBER OFFICIALS were engaged in any activity for which they received compensation from any source other than the MEMBER COUNTY or were gratuitously engaged other than by specific direction of the MEMBER COUNTY.
6. the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.
7. criminal act of MEMBER.
8. willful misappropriation of funds, embezzlement or infidelity, or arising out of the MEMBERS acting in a fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.
9. inverse condemnation, adverse possession or dedication by adverse use.

B. Also, this COVERAGE DOCUMENT does not cover or apply to:

1. any CLAIM or LOSS which shall be deemed uninsurable under the law pursuant to which this COVERAGE DOCUMENT shall be construed.
2. defense of, or attorney's fees for non-monetary CLAIMS, demands or actions seeking provisional remedies, relief or redress in a form other than money DAMAGES.
3. any CLAIMS by the MEMBER COUNTY against MEMBER OFFICIALS, or CLAIMS by any COUNTY OFFICIAL against another; however, this exclusion shall not apply to claims arising out of actual or alleged wrongful employment practices brought by employees who are not elected MEMBER OFFICIALS of the MEMBER COUNTY.
4. to any CLAIM arising out of continuous or repeated exposure to the same or similar conditions in which any such exposure or condition existed or happened prior to the retroactive date set forth in the Declarations.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

- A. The POOL'S liability for LOSS hereunder which shall include all costs, charges and expenses in excess of the deductible shown in Item D of the Declarations shall not exceed in total the limit of liability as shown in Item C of the Declarations.

- B. The deductible amount stated in the Declarations as "Deductible (A)" shall be applicable to each CLAIM and shall include loss payments and CLAIMS EXPENSES as herein defined, whether or not loss payment is made. Regardless of the number of CLAIMS during the COVERAGE DOCUMENT PERIOD the total deductible amounts applicable to the COVERAGE DOCUMENT PERIOD shall not be greater than the aggregate amount stated in the Declarations as "Deductible (B)", which shall include loss payments and CLAIMS EXPENSES as hereinafter defined, whether or not loss payment is made. The absence of any entry in aggregate "Deductible (B)" means that no aggregate shall apply and each and every CLAIM shall be subject to "Deductible (A)."
- C. The POOL may pay all or any part of the deductible amount to effect settlement of any CLAIM or suit or to defend such CLAIM or suit and, upon notification of the action taken, the MEMBER shall promptly reimburse the POOL for such amount of the deductible as has been paid by the POOL.
- D. CLAIMS based on or arising out of the same act or interrelated acts of one or more of the MEMBERS shall be considered a single CLAIM and only one deductible and limit of liability shall be applicable to such single CLAIM.
- E. Subject to the foregoing, in no event shall the POOL'S total liability for any one COVERAGE DOCUMENT PERIOD exceed the AGGREGATE stated in Item C of the Declarations, including any CLAIM or CLAIMS first made during any OPTIONAL EXTENSION PERIOD.
- F. The inclusion of one or more MEMBERS hereunder shall not operate to increase the applicable deductible or the POOL'S limit of liability.

**VI. DISCOVERY CLAUSE**

If during the COVERAGE DOCUMENT PERIOD or any OPTIONAL EXTENSION PERIOD purchased hereunder, the MEMBERS first become aware that MEMBERS have committed a specific act, error, omission or WRONGFUL ACT in their OFFICIAL CAPACITY for which coverage is otherwise provided hereunder, and if the MEMBERS shall during the COVERAGE DOCUMENT PERIOD or OPTIONAL EXTENSION PERIOD purchased hereunder give written notice to the POOL of:

1. the specific WRONGFUL ACT; and
2. the injury or damage which has resulted or may result from such WRONGFUL ACT; and
3. the circumstances by which the MEMBERS first became aware of such WRONGFUL ACT;

Then any CLAIM subsequently made against the MEMBERS arising out of such WRONGFUL ACT shall be deemed for the purposes of this COVERAGE DOCUMENT to have been made during the COVERAGE DOCUMENT PERIOD or the OPTIONAL

EXTENSION PERIOD purchased hereunder. The MEMBERS shall cooperate fully with the POOL and any investigation conducted by the POOL or its representatives shall be subject to the terms set forth in this COVERAGE DOCUMENT.

The fact that the coverage under this COVERAGE DOCUMENT is extended by virtue of this provision shall not in any way increase the limit of liability of this COVERAGE DOCUMENT.

**VII. OPTION TO EXTEND CLAIMS REPORTING PERIOD**

If the POOL shall cancel or refuse to renew this COVERAGE DOCUMENT for reasons other than the MEMBER COUNTY'S non-payment of contributions or deductible or non-compliance with the terms and conditions of this COVERAGE DOCUMENT, then the MEMBER COUNTY, upon payment of an additional contribution as set forth herein, shall have the option to extend the coverage afforded by this COVERAGE DOCUMENT, subject otherwise to its terms, covenants, definitions, and limitations of this COVERAGE DOCUMENT, limit of liability, exclusions and conditions, to apply to CLAIMS first made against the MEMBER COUNTY during (a) 12 months, (b) 24 months, as elected by the MEMBER COUNTY, following immediately upon the effective date of such termination, but only by reasons of any WRONGFUL ACT, error or omission committed prior to the date on which this OPTIONAL EXTENSION PERIOD commenced and after the retroactive date set forth in the Declarations, and subject always to the terms, conditions, limitations, exclusions and deductible provisions of the COVERAGE DOCUMENT in effect on the date the OPTIONAL EXTENSION PERIOD is exercised.

The extension of coverage for CLAIMS made subsequent to termination of the COVERAGE DOCUMENT shall be endorsed hereto, if purchased, and shall hereinafter be referred to as the OPTIONAL EXTENSION PERIOD.

It is mutually agreed that a request by the POOL for an increase in contribution or deductible or reduction in limit, shall not be deemed a refusal to renew this COVERAGE DOCUMENT.

The contribution for the OPTIONAL EXTENSION PERIOD elected by the MEMBER COUNTY shall be (a) 100 percent for 12 months, (b) 150 percent for 24 months of the full annual contribution for this COVERAGE DOCUMENT.

As a condition precedent to the MEMBER COUNTY'S right to purchase the OPTIONAL EXTENSION COVERAGE, the MEMBER COUNTY must tender payment of all contributions due for the preceding period of coverage and any unpaid deductibles. The MEMBER COUNTY'S right to purchase the OPTIONAL EXTENSION COVERAGE must be exercised by notice in writing and tendering of the contribution due not later than ten days after the cancellation or termination of this COVERAGE DOCUMENT. If such notice and contribution are not so given, the MEMBER COUNTY shall not at a later date be able to exercise such right.

At the commencement of any OPTIONAL EXTENSION PERIOD, the entire contribution therefor shall be deemed earned, and in the event the MEMBER COUNTY terminates the

OPTIONAL EXTENSION PERIOD before its term for any reason, the POOL shall not be liable to return to the MEMBER COUNTY any portion of the contribution for the OPTIONAL EXTENSION PERIOD.

VIII. CONDITIONS

A. Agreement and Severability - It is agreed that the particulars and statements contained in the written application, a copy of which is attached, and the Declarations are the basis of this COVERAGE DOCUMENT and are to be considered as incorporated herein and constituting a part of the COVERAGE DOCUMENT. As respects the particulars and statements contained in the written application and the exclusions set forth herein, this COVERAGE DOCUMENT shall be considered as a separate agreement with each MEMBER OFFICIAL. Nothing in this paragraph shall be construed to increase the POOL'S limit of liability as set forth in this COVERAGE DOCUMENT.

B. Payment - If circumstances should occur wherein any MEMBER shall be determined to be legally liable to one or more persons in a sum in excess of the limit of liability of the POOL, or in such manner as to render one or more MEMBERS liable in excess of the limit of liability of the POOL, then the POOL may, at its option, apportion its payment with respect to its said limit of liability, when paid, by dividing payment for the benefit of each of those MEMBERS against whom a verdict or judgment was entered in proportion to the amount of the judgment against each MEMBER.

The payment by the POOL of sums in proportions equal to the amount of the judgments entered as against all MEMBERS shall be deemed to constitute full and final payment by the POOL of all its obligations to all MEMBERS, and in no event shall the POOL be liable for more than the agreed limit of liability.

C. Assistance and Cooperation of the MEMBERS - All MEMBERS shall assist and cooperate with the POOL and upon the request of the POOL, or its authorized representatives, shall submit to examination and interrogation by a representative of the POOL, under oath if requested, and shall attend hearings, depositions and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, and in the giving of a written statement or statements to the POOL representatives and meeting with such representatives for the purposes of investigation or defense, without charge to the POOL. The MEMBERS shall not, except at their own cost, voluntarily make any payment, assume or admit any liability or settle any CLAIM or action or incur any expense without the written consent of the POOL first obtained.

Each MEMBER agrees to cooperate with the POOL in the prosecuting of such CLAIMS, suits, indemnity actions, cross-claims, cross-complaints or counterclaims as the POOL, at its sole discretion, shall deem to be appropriate with respect to any CLAIM or suit brought against any MEMBER to which the COVERAGE DOCUMENT applies and each MEMBER agrees to execute such papers as are required to be executed in the defense of the action or with respect to the

prosecution of such CLAIMS, suits, indemnity actions, cross-claims, cross-complaints or counterclaims.

- D. Action Against the POOL - No suit, action or proceeding shall be maintained against the POOL by the MEMBERS to recover for any loss under this COVERAGE DOCUMENT unless it shall be brought after the amount of such loss shall have been fixed or rendered certain, either by final judgment against the MEMBERS by the court of last resort after trial of the issues and appeal has been determined or if the time to appeal therefrom has expired without an appeal having been taken, or by agreement between the parties with the written consent of the POOL.

Nothing contained in this COVERAGE DOCUMENT shall give the MEMBERS or any person, firm, corporation or organization any right to join the POOL as a party in any action or proceeding against the MEMBERS to determine the MEMBER'S liability.

In no event shall any action be maintained against the POOL by the MEMBERS or any other person unless brought within twelve months of the time when the happening for which recovery is sought under this COVERAGE DOCUMENT, becomes known to the MEMBERS.

- E. Subrogation - In the event of any CLAIM under this COVERAGE DOCUMENT, the POOL shall be subrogated to all of the MEMBER'S rights of indemnity or recovery therefor against any person, firm, corporation or organization, and the MEMBER shall execute and deliver instruments and papers, including the customary form of loan receipts, and do whatever else shall be necessary and do nothing after any CLAIM is made to prejudice such rights. The POOL shall be entitled to take over and conduct in the name of the MEMBER, the defense of any CLAIM or action and to prosecute in the MEMBER'S name for MEMBER'S own benefit any CLAIM to which MEMBER is subrogated hereby against any third party. The POOL may settle any claim at its own discretion and without the consent of the MEMBER.

F. Cancellation and Non-renewal Provisions

1. Cancellation - This COVERAGE DOCUMENT may be cancelled by the MEMBER COUNTY by mailing written notice to the POOL at least sixty (60) days prior to the date coverage is to be cancelled.

This COVERAGE DOCUMENT may be cancelled by the POOL by mailing to the MEMBER COUNTY at the address shown in this COVERAGE DOCUMENT, written notice stating when not less than sixty (60) days thereafter such cancellation shall be effective, except:

- a. Upon failure of the MEMBERS to discharge their obligation in the payment of contribution for the COVERAGE DOCUMENT or any installment thereof, whether payable directly to the POOL or its agents or indirectly under any contribution finance plan or extension

of credit, the POOL may cancel the COVERAGE DOCUMENT by mailing written notice to the MEMBER COUNTY at least five (5) days prior to the effective date of cancellation;

- b. Upon a substantial change in operations resulting in an increase in exposure within the control of the MEMBERS which would produce an increase in rate, the POOL may cancel the COVERAGE DOCUMENT by mailing written notice to the MEMBER COUNTY at least sixty (60) days prior to the effective date of cancellation;
- c. Upon termination of the Interlocal Participation Agreement or withdrawal of the MEMBER from the POOL or Expulsion of MEMBER from the POOL, pursuant to the Bylaws and Plan of Operation, this COVERAGE DOCUMENT shall terminate effective on the date of said termination, withdrawal or expulsion.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the COVERAGE DOCUMENT PERIOD. Delivery of such written notice either by the MEMBER COUNTY or by the POOL shall be equivalent to mailing.

If this COVERAGE DOCUMENT shall be cancelled by the MEMBER COUNTY, the POOL shall retain the customary short rate proportion of the contribution hereon.

If this COVERAGE DOCUMENT shall be cancelled by or on behalf of the POOL, the POOL shall retain the customary pro-rata proportion of the contribution hereon.

- G. Compliance with Conditions - Compliance by the MEMBERS with all terms and conditions of this COVERAGE DOCUMENT is a condition precedent to the liability of the POOL hereunder. If the MEMBERS shall breach any warranty or condition of this COVERAGE DOCUMENT there shall be no coverage hereunder as to the particular CLAIM or action in connection with which such breach occurred.
- H. Delivery of this COVERAGE DOCUMENT - Delivery of this COVERAGE DOCUMENT to the MEMBER COUNTY shall be deemed delivery to each MEMBER. Said MEMBER COUNTY is authorized by each individual MEMBER to give and receive all notices on their behalf as provided for under the terms and conditions of this COVERAGE DOCUMENT. The mailing of such notice shall be sufficient proof of notice.
- I. Notice to the POOL - As a condition precedent to any recovery under this COVERAGE DOCUMENT the MEMBER shall:
  - 1. Report to the POOL all incidents or occurrences which would reasonably be expected to result in the POOL being required to consider a claim against

MEMBER;

2. Give the POOL written notice within the COVERAGE DOCUMENT PERIOD of any CLAIM or NOTICE OF CLAIM made against said MEMBER;
3. In the event suit is brought against a MEMBER, immediately forward to the POOL any demand, notice, summons or other process received directly by the MEMBER or by the MEMBERS' representative;

The MEMBER shall further cooperate with the POOL and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the MEMBER may have.

The MEMBER shall not demand or agree to arbitration of any CLAIM made against the MEMBER without written consent of the POOL.

- J. Changes - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this COVERAGE DOCUMENT or stop the POOL from asserting any right under the terms of this COVERAGE DOCUMENT, nor shall the terms of this COVERAGE DOCUMENT be waived or changed except by a written endorsement issued with the written consent of the POOL to form a part of this COVERAGE DOCUMENT.
- K. Assignment - Assignment of interest under this COVERAGE DOCUMENT shall not bind the POOL until its consent is endorsed hereon.
- L. Other Coverage or Insurance - If there is other coverage or insurance against any incident, loss or CLAIM for which coverage is afforded under this COVERAGE DOCUMENT, the coverage provided under this COVERAGE DOCUMENT shall be deemed to be excess over and above the applicable limits of all such other coverage or insurance.

COUNTY PUBLIC OFFICIAL LIABILITY

Punitive Damages Endorsement

In consideration of the contribution paid to the POOL, it is hereby agreed and understood, solely within the limit of liability set forth below, that:

- 1) Item "III. DEFINITIONS F, DAMAGES" is deleted in its entirety and replaced by the following:
  - F. DAMAGES as used herein shall mean money damages, and shall not include fines or penalties
- 2) Item "III. DEFINITIONS G, LOSS (2)" - the words "punitive or exemplary damaged" are hereby deleted.

Limit of Liability of this Endorsement

It is understood and agreed that the limit of liability of the POOL under the terms of this endorsement shall not exceed \$50,000. This limit of liability is a part of, and not in addition to, the limit of liability as set forth in the Certificate. Nothing contained herein shall be construed to increase the limit of liability as set forth in the Certificate.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE REMAIN UNCHANGED.

Coverage Document # P1670/2

Date endorsement is effective: June 27, 1990

CPOL/PDE

606 E. Methvin St.  
P. O. Box 3607

# BOOTH Insurance



STUART (LEE) BOOTH

TALMADGE BOOTH, CPCU

VOL 36 PG 985

214/757-3131  
Longview, Texas 75606

March 4, 1991

Honorable Everett Dean  
Upshur County Judge  
P.O. Box 730  
Gilmer, Texas 75644

Dear Honorable Everett Dean:

Enclosed are bid proposals for your public officials liability and your law enforcement officers liability. Each shows different options available.

If you have any questions, please feel free to call.

Sincerely,

Lee Booth

LB/ah

FILED  
SHAW  
REC'D BY CLERK  
SECURITY, I.A.  
MAR 25 AM 10:51  
BY \_\_\_\_\_  
DEPUTY

**Commercial & Personal Insurance**

VOL 310 PG 986

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:51

UPSHUR COUNTY, TX.

AFFIDAVIT TO  
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

DEPUTY

NAME OF BIDDER: Booth Insurance Agency, Inc.

SIGNED BY: S. Lee Booth S. Lee Booth V-President  
(sign name in writing) (Title)

ADDRESS: P.O. Box 3607, Longview, Texas 75606

TELEPHONE NUMBER: 903-757-3131 DATE: 3-4-91

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 4th day of March, 1991, personally appeared S. Lee Booth who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Talmadge Booth Talmadge Booth  
Notary Public in and for Gregg County, Texas  
My commission expires 6-30-92

NOTE: Bids not notarized will not be considered.

VOL 36 PG 987

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:51

EDMOND COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

**PUBLIC OFFICIALS LIABILITY INSURANCE**

**PROPOSAL**

**FOR**

**\*COUNTY OF UPSHUR, TX**

\*Prepared by: Amy L. Hoffman  
February 26, 1991

Governmental Programs Division  
Market Service, Inc.  
4551 Cox Rd.  
Glen Allen, VA 23060  
804-965-1666  
800-368-3583



**Public Officials Liability Insurance**

New Business

Expiration Date:

Name of Proposed Insured:

County of Upshur, TX

Name of Agent:

Booth Insurance Agency  
P. O. Box 3607  
Longview, TX 75606

Attn: Mr. Booth

Proposed Insurer: National Casualty Company-admitted

This proposal is for a **CLAIMS MADE** policy. This policy provides coverage for claims first made and reported during the policy year for "Wrongful Acts" including but not limited to:

- Policy is "Pay on Behalf of" not "Indemnity".
- Defense and Loss Adjustment Expense in addition to the policy limits.
- Insured persons include all elected and appointed officials and all employees both paid and volunteer.
- Land Use and Zoning
- Employment related claims - wrongful termination, negligent hiring
- Discrimination (age, sex, race)
- Licenses and permits
- Punitive damages may be included if allowed in your state.

The Extended Reporting Period option in the event of cancellation or non-renewal by either the Insured or the Insurer is 3 years at a cost of 50% of premium for each year selected.

Proposal

Quote #1:

Policy Limits:	\$1,000,000	each loss/annual aggregate
Deductible*:	\$5,000	each loss, including LAE
Annual Premium:	\$12,999	excluding punitive & exemplary damages
Engineering Fee:	\$140	

Quote #2:

Policy Limits:	\$1,000,000	each loss/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$11,636	excluding punitive & exemplary damages
Engineering Fee:	\$140	

Page 3.....

Proposed Insured: County of Upshur, TX

Quote #3:

Policy Limits:	\$1,000,000	each loss/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$13,381	including punitive & exemplary damages

Quote #4:

Policy Limits:	\$1,000,000	each loss/annual aggregate
Deductible*:	\$5,000	each loss, including LAE
Annual Premium:	\$14,949	including punitive & exemplary damages

\*Deductible applies to both Loss and Loss Adjustment Expense which includes defense costs, court costs, expert witnesses and other expenses related to defending you in the event of a claim or a suit.

This proposal is valid for 60 days from this date.

Outstanding Conditions which must be met prior to the binding of coverage:

1. General Liability coverage must be maintained throughout the policy term of the Public Officials coverage.
2. Law Enforcement coverage must be maintained with the National Casualty Company or an "A" rated carrier with form comparable to National Casualty.
3. Please provide details regarding the 1989 Neal Stanley Case with \$15,000 pending.
4. Please provide details regarding the claim in Question 4 in Section V of the application.

In addition to the insurance coverage you will receive a loss control/risk management manual or the annual update if you already have our manual and a subscription to the newsletter published monthly.

Please plan to attend a Markel Loss Control Seminar to be held in your area this year.

po-prop.gvt  
T226B/T7

VOL 36 PG 990

FILED  
REX A. SHAW  
COUNTY CLERK  
91 MAR 25 AM 10:51  
LEWIS COUNTY, FL  
BY \_\_\_\_\_  
DEPUTY

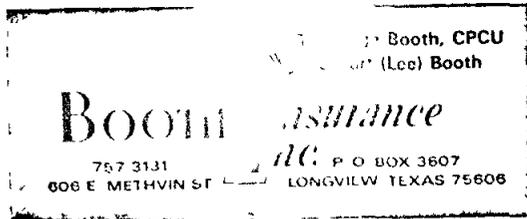
**LAW ENFORCEMENT LIABILITY INSURANCE  
PROPOSAL  
FOR**

**COUNTY OF UPSHUR, TX**

**Presented by:**

**Amy L. Hoffman  
February 26, 1991**

**Governmental Programs  
Markel Service, Inc.  
4551 Cox Rd.  
Glen Allen, VA 23060  
804-965-1666  
800-368-3583**



Law Enforcement Liability Insurance

New Business

Expiration Date:

Name of Proposed Insured:

Name of Agent:

County of Upshur, TX

Booth Insurance, Inc.  
P. O. Box 3607  
Longview, TX 75606-3607

Attn: Mr. Booth

Proposed Insurer: National Casualty Company-admitted

This policy form is proposed on an OCCURRENCE basis. Coverage provided includes, but not limited to the following:

- Policy is "Pay on Behalf" not "Indemnity".
- Comprehensive form includes coverage for intentional acts.
- Defense and Loss Adjustment Expense in addition to the policy limits.
- Jail Operations
- Civil Rights claims under 42 USC 1981 et. sequential and claims under state Civil Rights laws.
- "Moonlighting" approved by the department, unless excluded.
- Insured persons include all full-time, part-time, auxiliary, and volunteers declared on the application.
- Law Enforcement operations "within the course and scope of duties" of your law enforcement officers.
- Punitive damages may be included if allowed in your state.

Coverage Terms (for a one year policy):

Proposal

Quote #1:

Limits:	\$500,000	each person
	\$1,000,000	each occurrence/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$16,462	excluding punitive & exemplary damages
Premium Taxes/Fees:		
Engineering Fee:	\$140	

Page 2.....

Proposed Insured: County of Upshur, TX

Quote #2:

Limits:	\$500,000	each person
	\$1,000,000	each occurrence/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$19,064	including punitive & exemplary damages

Quote #3:

Limits:	\$1,000,000	each person
		each occurrence/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$19,199	excluding punitive & exemplary damages
Engineering Fee:	\$140	

Quote #4:

Limits:	\$2,000,000	each person
		each occurrence/annual aggregate
Deductible*:	\$10,000	each loss, including LAE
Annual Premium:	\$25,919	excluding punitive & exemplary damages

\*Deductible applies to both Loss and Loss Adjustment Expense which includes defense costs, court costs, expert witnesses and other expenses related to defending you in the event of a claim or a suit.

This proposal is valid for 60 days from this date.

Outstanding Conditions which must be met prior to the binding of coverage:

1. Receipt of acceptable written policies and procedures governing the use of deadly force, non-deadly force and vehicle hot pursuit prior to binding.
2. Confirm that there have been no losses that would give rise to a claim other than those already reported to the Company.
3. Insured must maintain GL coverage for the duration of our policy.
4. Please verify with whom General Liability coverage is maintained.
5. Confirm that there is no moonlighting at bars or lounges.

Officially Endorsed by:

International Association of Chiefs of Police  
Americans for Effective Law Enforcement

VOL 310 PG 993

Page 3.....

Proposed Insured: County of Upshur, TX

In addition to the insurance coverage you will receive a loss control/risk management manual or the annual update if you already have our manual and a subscription to the newsletter published monthly.

Please plan to attend a Market Loss Control Seminar to be held in your area this year.

le-prop.gvt  
T226B/T7

AN INSURANCE PROPOSAL PREPARED

ESPECIALLY FOR:

UPSHUR COUNTY

Coverage Summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual policies will apply. Coverage quoted is in accordance with information contained in the appendix of this proposal.

DATE: March 11, 1991

PRESENTED BY:

Barry L. Jones, CIC  
Executive Vice President

HIBBS-HALLMARK & COMPANY  
1001 WSW Loop 323  
P.O. Box 8357  
Tyler, Texas 75711  
(903) 561-8484

**WHY HIBBS-HALLMARK & COMPANY?****1. LARGEST INDEPENDENT INSURANCE AGENCY IN EAST TEXAS-**

We have grown to be the largest independent insurance agency in East Texas and one of the largest in the state. Our offices in Tyler and Longview serve our customers in the greater East Texas area, as well as many statewide and national accounts.

**2. FINANCIAL STABILITY-**

Hibbs-Hallmark & Company's roots extend to 1930. We have operated under our own name since 1970. Our internal policies have created a strong financial position, your assurance that we will be here to serve you in the future.

**3. ACCESS TO OVER ONE HUNDRED COMPANIES-**

We can efficiently search the marketplace to find you the best and most cost effective coverages. HHC has negotiated contracts with several of our leading insurance carriers for agency underwriting authority and services. This means that most underwriting decisions such as pricing, policy issuance and services after the sale come from HHC offices instead of Dallas or Houston. The benefit to you, the customer, is prompt answers that are correct, promises that are honored and premium quotations that are not raised later.

**4. PERSONAL SERVICE-**

We work as a team to manage your insurance needs. Everyone at HHC has a vested interest in your account and in keeping it. We pledge to know your account and to assist you in your changing needs. Our staff of over fifty employees, who have combined experience of over five hundred years in the insurance industry, can find a solution to almost any insurance problem that may arise.

5. IN-HOUSE CLAIMS SERVICE

We feel that claims administration is the most important function of our business. Accordingly, we have a professional staff of licensed claims representatives whose only job is to see that your loss receives the attention it deserves.

6. EDUCATIONAL COMMITMENT

Insurance is a dynamic industry which requires us to be knowledgeable about the latest coverage developments in order to be effective counselors. HHC retains professional educators to conduct exclusive classroom seminars for the entire staff on a regular basis, enabling us to find the best possible solutions to your insurance requirements.

7. LOSS CONTROL

We can assist in coordinating loss control with the insurance companies. Through loss control, we may be able to make recommendations for your safety program to help reduce your future losses. As a result, we have often been able to lower our customer's premiums substantially through reduction of claims.

8. GROUP, HEALTH, LIFE & EMPLOYEE BENEFITS-

An important part of HHC's full range of insurance services is our Group, Individual Health and Life Department. A complete line of products is offered, tailored to the needs of your company or personal situation. We are staffed by full-time career employees in each field who are thoroughly trained to bring you the best return possible on your premium dollar.

**PUBLIC OFFICIALS LIABILITY**

Limit of Liability: \$ 1,000,000 Per Occurrence

Deductible: \$ 5,000

Retroactive Date: March 29, 1987

Carrier: Illinois Insurance Exchange

Policy: Claims Made

Broker: Cover - X

Estimated Premium: \$ 10,485

**LAW ENFORCEMENT LIABILITY  
OCCURRENCE FORM**

Option I:

Limit:	Each Occurrence	\$ 500,000
	Annual Aggregate	\$ 1,000,000
Deductible:		\$ 3,000
Premium:		\$ 15,143.55 Total Premium

Option II:

Limit:	Each Occurrence	\$ 1,000,000
	Annual Aggregate	\$ 1,000,000
Deductible:		\$ 3,000
Premium:		\$ 18,142.26 Total Premium

Carrier: Illinois Insurance Exchange

Broker: Cover-X Corporation

**LAW ENFORCEMENT LIABILITY  
CLAIMS MADE****Option I:**

Limit: Each Occurrence \$ 500,000  
Annual Aggregate \$ 1,000,000

Deductible: \$ 3,000

Premium: \$ 11,683.50

- a. One year prior acts \$ 17,450.25 Total Premium  
b. Two years prior acts \$ 20,071.50 Total Premium

**Option II:**

Limit: Each Occurrence \$ 1,000,000  
Annual Aggregate \$ 1,000,000

Deductible: \$ 3,000

Premium: \$ 13,990.20

- a. One year prior acts \$ 20,910.30 Total Premium  
b. Two years prior acts \$ 24,370.35 Total Premium

Carrier: Illinois Insurance Exchange

Broker: Cover-X Corporation

AFFIDAVIT TO  
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Hibbs, Hallmark & Co  
SIGNED BY: Barry L. Jones Exec. V.P.  
(Sign name in writing) (Title)  
ADDRESS: P.O. Box 8357 Tyler TX 75711  
TELEPHONE NUMBER: 1-800-745-6267 DATE: 3/8/91

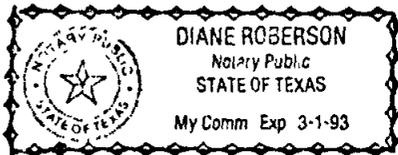
AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 8 day of March, 1991, personally appeared Barry L. Jones who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Diane Roberson  
Notary Public in and for Smith County, Texas  
My commission expires 3-1-93

NOTE: Bids not notarized will not be considered.



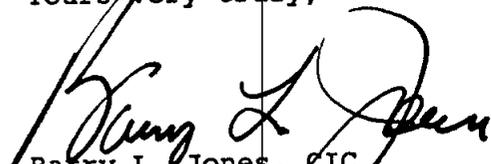
CONCLUSION

This report outlines our proposal to provide an insurance program for your exposures that have been quoted. We recognize that you have additional insurance needs, particularly in the area of employee benefits. We would welcome the opportunity to review additional needed coverages in the near future.

You require a representative who is large enough to market your insurance needs, yet one who provides necessary local service. Hibbs-Hallmark & Company is the most qualified to meet these criteria for you. The operation of your business activities require a representative who gets involved on your account to consolidate your program to avoid wherever possible any past oversights in coverage.

We hereby request the opportunity to assume responsibility for your insurance coverage effective March 29, 1991.

Yours very truly,



Barry L. Jones, EIC  
Executive Vice President  
Hibbs-Hallmark & Company

VOL 36 PG 1002 SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Hasley Construction Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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 exact route, direction and miles in tenths) \_\_\_\_\_  
Scarlet Oak

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 clay from its lands located in Precinct No. 3, 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.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

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.

Hub Hasley  
First Party Signature  
103 N. Oak Trail  
Street or Box  
White Oak, TX 75693  
City, State and Zip Code  
903-759-3456  
Telephone  
Bill Mitchell, Jr.  
Timber Tract  
March 22, 1991  
Date Signed

[Signature]  
County Judge  
Haddis Lindsey  
Commissioner 1  
Tommy J. Stanley  
Commissioner 2  
Klaus D. [Signature]  
Commissioner 3  
Tommy [Signature]  
Commissioner 4  
\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
MAR 25 4 10:47  
COUNTY CLERK  
UPSHUR COUNTY, TX  
DEPUTY

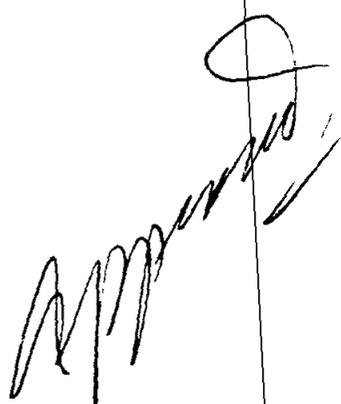
PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILNER, TEXAS

PRECINCT 1  
DATE 3-12-91

Formal notice is hereby given that Tommy Bledsoe  
whose principal address is Gilmer, Texas  
does propose to place a Culvert  
within the ROW of County Road Bob-O-Lenk  
as follows:

The location and description of the proposed lines or appertenances 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 G. Fordy  
TITLE County  
ADDRESS \_\_\_\_\_

FILED  
REX A. SHAW  
COUNTY CLERK  
91 MAR 25 AM 10:47  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lasco, Inc., 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 use 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 hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Arrowwood and  
Bison

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. 4, 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.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

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.

Melinda Holcomb  
First Party Signature

PO Box 29  
Street or Box

Gilmer, TX 75644  
City, State and Zip Code

(903) 843-2457  
Telephone

Justin Smith  
Timber Tract

3-18-91  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
PXX 5, 5844  
CLERK'S OFFICE  
MAY 25 AM 10:47  
CLERK  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

36 PG 1005

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Palestine Contractors, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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 exact route, direction and miles in tenths) \_\_\_\_\_  
Tangerine 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 gravel from its lands located in Precinct No. 3, 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.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

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.

Jerry Melton  
First Party Signature  
5425 W. Oak  
Street or Box  
Palestine, Tx 75801  
City, State and Zip Code  
903-729-6991  
Telephone  
Ben Thompson  
Timber Tract  
March 20, 1991  
Date Signed

[Signature]  
County Judge  
[Signature]  
Commissioner 1  
[Signature]  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
91 MAR 25 AM 10:47  
COUNTY CLERK  
UPSHUR COUNTY, TX  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Environmental Timber Co hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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 exact route, direction and miles in tenths) \_\_\_\_\_  
Bob White

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. 1, 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.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

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.

Environmental Timber  
Collette Finney  
First Party Signature  
P.O. 26  
Street or Box  
Dalmer Tex 75644  
City, State and Zip Code  
725-6269  
Telephone  
A.C. Watkins  
Timber Tract  
3-20-91  
Date Signed

Ernest Dees  
County Judge  
W. D. Lundy  
Commissioner 1  
Tom D. Stal  
Commissioner 2  
David Boyd  
Commissioner 3  
Tommy Collett  
Commissioner 4  
\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
DEPT. OF SHAW  
COUNTY CLERK  
OCT 25 AM 10:47  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Alma Greer, Rt. 2 Box 482,  
Gilmer, Texas 75644

on Highway 271 road.  
Across from truck stop

Gentlemen:

Due to health as well as safety hazards, we request that an  
abandoned well be filled as soon as possible.

Respectfully yours,

Alma Greer  
\_\_\_\_\_  
\_\_\_\_\_

PRECINCT 2  
DATE March 22, 1991

APPROVED  REJECTED \_\_\_\_\_

Everett Dean  
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER 1

Bill Loggins  
BILL LOGGINS, COMMISSIONER 2

David Loyd  
DAVID LOYD, COMMISSIONER 3

Tommy Batherton  
TOMMY BATHERTON, COMMISSIONER 4

FILED  
FEX A. SHAW  
COUNTY CLERK  
91 MAR 25 AM 10:46  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**

**§ RESOLUTION §**

WHEREAS, the United States Environmental Protection Agency has proposed national regulations applicable to municipal/county landfills pursuant to the requirements of Subtitle D of the Resources Conservation and Recovery Act, which regulations are anticipated to be adopted in final form in the near future; and

WHEREAS, a primary thrust of the proposed Subtitle D regulations is the elimination of local landfills and the encouragement of regional waste management/disposal facilities; and

WHEREAS, it is anticipated that a population of at least 50,000 will be required to support an economically feasible regional waste disposal facility; and

WHEREAS, representatives of Wood County, Upshur County, Rains County, and Northern Smith County have agreed that a regional waste disposal district, to be known as the Upper Sabine Valley Solid Waste District, is a feasible means of pursuing economically sound and environmentally sensitive disposal of solid waste from the counties.

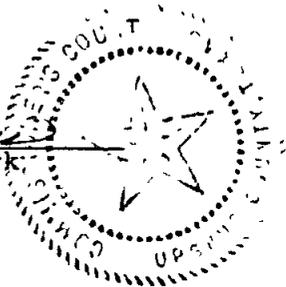
NOW, THEREFORE, BE IT RESOLVED, BY UNANIMOUS VOTE, BY THE COMMISSIONERS COURT OF UPSHUR COUNTY AS FOLLOWS:

- (1) Upshur County supports the adoption of legislation creating the Upper Sabine Valley Solid Waste District, which legislation will provide for both economical and environmentally sensitive disposal of municipal/county wastes from Wood, Upshur, Rains, and Northern Smith Counties.
- (2) The Commissioners Court requests the County's legislative delegation to sponsor and take all steps necessary and appropriate to ensure passage of the legislation creating the Upper Sabine Valley Solid Waste

READ, APPROVED AND ADOPTED on first reading this the 25<sup>TH</sup> day of MARCH, 1991.

ATTEST:

Ray Sear  
County Clerk



Robert Stein  
County Judge, Upshur County

Gabbs Lindsey  
Commissioner, Precinct One

Sam J. Stale  
Commissioner, Precinct Two

David Loyd  
Commissioner, Precinct Three

Tommy Catlett  
Commissioner, Precinct Four

BY \_\_\_\_\_

B. No. \_\_\_\_\_

**A BILL TO BE ENTITLED**

**AN ACT**

relating to the creation, administration, powers, duties, operations, financing, and organization of the Upper Sabine Valley Solid Waste District; granting the power of eminent domain and the authority to issue bonds and authorizing a tax.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

**ARTICLE I. GENERAL PROVISIONS**

SECTION 1.01. PURPOSE. The purpose of this Act is to establish an instrumentality for developing and carrying out a regional water quality protection program through solid waste management and regulation of waste disposal for the area encompassed by Upshur, Wood and Rains Counties and a portion of Smith County north of Interstate Highway (I.H.) 20.

SECTION 1.02. FINDINGS AND DECLARATION OF POLICY. (a) The legislature finds that:

- (1) the quality of water in East Texas is materially affected by the disposal of waste throughout the region;
- (2) a regional effort to study water pollution, plan corrective and preventive measures, provide coordinated facilities for waste disposal, and regulate waste disposal is far more effective than efforts on a smaller scale;
- (3) solid waste, as well as other waste, may impair water quality, including by seepage or drainage; and
- (4) creation of the Upper Sabine Valley Solid Waste District would advance the established policy of the state to

maintain the quality of the water in the state consistent with:

- (A) the public health and public enjoyment;
- (B) the propagation and protection of terrestrial and aquatic life;
- (C) the operation of existing industries; and
- (D) the economic development of the state.

(b) The legislature finds that this Act is in compliance with Sections 59(d) and (e) of Article XVI of the Texas Constitution and that the legislature has the power and authority to enact this Act.

(c) The legislature finds that all of the area included in the district is benefitted by the exercise of the power conferred by this Act.

SECTION 1.03. DEFINITIONS. In this Act:

- (1) "Agricultural waste" means waterborne liquid, gaseous, or solid substances that arise from any type of agricultural activity, including waterborne poisons and insecticides used in agricultural activities.
- (2) "Board" means the board of directors of the district.
- (3) "Commission" means the Texas Water Commission.
- (4) "County" means a county of the State of Texas, and if referring to counties within the district may also mean that portion of Smith County north of Interstate Highway 20.

- (5) "Department" means the Texas Department of Health.
- (6) "Director" means a member of the board.
- (7) "Disposal system" means a system for disposing of waste, including sewer systems and treatment facilities.
- (8) "District" means the Upper Sabine Valley Solid Waste District created under this Act.
- (9) "Industrial Solid waste" has the meaning assigned by Section 361.003, Texas Health and Safety Code.
- (10) "Local government" means an incorporated municipality, a county, a river authority, or a water or other special district or authority acting under Article III, Sections 52(b)(1) and (2), or Article XVI, Section 59, of the Texas Constitution.
- (11) "Municipal Solid waste" has the meaning assigned by Section 361.003, Health and Safety Code.
- (12) "Other waste" means garbage, refuse, decayed wood, sawdust, shavings, bark, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, or any other substance, other than sewage, industrial waste, municipal waste, recreational waste, or agricultural waste, that may cause impairment of the air or water quality in the state.
- (13) "Outside the district" means the area contained in counties adjacent to the district.
- (14) "Person" means an individual, public or private

corporation, political subdivision, governmental agency, municipality, copartnership, association, firm, trust, estate, or any other legal entity.

(15) "Recreational waste" means waterborne liquid, gaseous, or solid substances that emanate from a public or private park, beach, or recreational area.

(16) "Rule" includes regulation.

(17) "Sewage" has the meaning assigned by Section 366.002, Health and Safety Code.

(18) "Sewer system" means pipelines, conduits, canals, pumping stations, force mains, and all other constructions, devices, and appurtenant appliances used to transport waste.

(19) "Solid waste" has the meaning assigned by Section 366.002, Health and Safety Code.

(20) "Treatment facility" means any plant, disposal field, lagoon, incinerator, area devoted to sanitary landfills, or other facility installed for the purpose of treating, neutralizing, or stabilizing waste.

(21) "Waste" means sewage, industrial solid waste, municipal solid waste, recreational waste, agricultural waste, solid waste, or other waste, as defined by this section.

(22) "Water" means groundwater, percolating or otherwise, lakes, bays, ponds, springs, rivers, streams, creeks, and all other bodies of surface water, natural or artificial,

\_\_\_\_\_ B. NO. \_\_\_\_\_

that are wholly or partially within the district.

(23) "Water pollution" means the alteration of the physical, chemical, or biological quality of, or the contamination of, water that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

ARTICLE II. CREATION OF DISTRICT

SECTION 2.01. CREATION OF DISTRICT. Pursuant to Article XVI, Section 59, of the Texas Constitution, a conservation and reclamation district to be known as the Upper Sabine Valley Solid Waste District is created as a governmental agency and body politic and corporate of the state.

SECTION 2.02. DESCRIPTION. The district's territory consists of the area within the boundaries of Upshur, Wood and Rains Counties and the portion of Smith County north of Interstate Highway (I.H.) 20.

SECTION 2.03. APPOINTMENT OF DIRECTORS. (a) On or after the effective date of this Act, the commissioners court of each county within the district shall appoint two persons to serve as temporary directors of the district.

(b) Members of the temporary board serve until the persons

selected as directors under Section 3.06 of this Act have been appointed and have qualified for office.

(c) A vacancy on the temporary board shall be filled by appointment of the commissioners court of the county that made the original appointment.

SECTION 2.04. CONFIRMATION AND TAX ELECTION.

(a) The temporary directors shall call and hold an election within the boundaries of the proposed district to determine if the proposed district will be created and a tax authorized. The election shall be held within six months of the effective date of the legislation creating the District.

(b) Section 41.001(a), Election Code, does not apply to a confirmation election.

SECTION 2.05. NOTICE OF ELECTION. Notice of the confirmation election shall state the day and places for holding the election and the proposition to be voted on. The temporary board shall publish the notice of the election one time in one or more newspapers of general circulation in the proposed district. The notice must be published before the 35th day before the date set for the election.

SECTION 2.06. BALLOT PROPOSITION. The ballot for the election shall be printed to permit voting for or against the proposition: "The creation of the Upper Sabine Valley Solid Waste District with authority to levy a maintenance and operation

tax in an amount not to exceed three cents on each \$100 of assessed value of property in the District."

SECTION 2.07. CANVASSING RETURNS. (a) Immediately after the confirmation election, the presiding judge of each polling place shall deliver returns of the election to the temporary board, and the temporary board shall canvass the returns and declare the result.

(b) Each county in which a majority of the votes cast at the election favor the creation of the district will be part of the district. Each county in which a majority of the votes cast are against creation of the district will not be a part of the district. The temporary board shall declare the results of the election and shall file a copy of the results with the commission.

(c) If a majority of the voters in a county vote against the creation of the District, the board may call and hold additional confirmation elections, but another election to confirm creation of the District may not be called and held by the board before the first anniversary of the most recent confirmation election. If the district is not created within five years after the effective date of this Act, this Act expires.

ARTICLE III. DISTRICT ADMINISTRATION

SECTION 3.01. BOARD OF DIRECTORS. (a) The district is governed by a board of directors composed of:

(1) persons appointed by the commissioners court of each county within the district.

(2) A minimum of six persons shall be appointed as directors of the District. In the event that the District is composed of only one county, all six directors shall be appointed by the commissioners court of the one county within the District;

(3) for the District composed of two counties, the commissioners court for each county within the District shall appoint three directors; and

(4) for a District composed of three or more counties, the commissioners court of each county within the District shall appoint two directors.

(b) At least one of the directors appointed by each commissioners court shall represent the interests of municipalities within the county. For purposes of this provision, the term "municipality" also includes unincorporated communities with a population of 1000 or more.

SECTION 3.02. QUALIFICATIONS OF DIRECTORS. (a) To serve as a director, a person must be:

- (1) at least 18 years old;
- (2) a qualified voter; and

(3) a resident of the county of the appointing commissioners court.

(b) If a member of a commissioners court or a municipal government officer is appointed as a director, the member's or officer's service as a director is considered an additional duty of the member's or officer's existing office. The member or officer is not entitled to per diem under Section 3.12 of this act but is entitled to reimbursement for actual and necessary expenses incurred.

(c) Each director must execute a bond in the amount of \$5,000 with a corporate surety authorized to do business in this state conditioned on the faithful performance of the director's duties.

SECTION 3.03. TERM OF OFFICE. Except as provided in Section 3.06, a director holds office for a term of four years and serves until the director's successor has been appointed and has qualified.

SECTION 3.04. VACANCY ON BOARD. A vacancy on the board shall be filled by appointment by the original appointing authority for the remainder of the term vacated.

SECTION 3.05. OATH. Each director shall take the constitutional oath of office required of state officers.

SECTION 3.06. INITIAL MEETING AND ORGANIZATION. (a) As soon as possible after all directors have been appointed and have

qualified, the county judge of the county within the district with the largest population shall call a meeting of the board and shall preside at the meeting until the directors have elected from the board's membership a chairman, a vice chairman, a secretary and a treasurer. Officers of the board serve for terms of one year.

(b) At the initial meeting, the directors shall draw lots for terms so that, as near as may be, one-half of the initial directors will serve for terms of four years commencing on the date on which the initial meeting is held, and one-half of the directors will serve for terms of two years commencing on that date.

(c) The board shall adopt bylaws at the initial meeting or as soon thereafter as practicable. The bylaws must prescribe the powers, duties, and procedures for removal from a board office.

SECTION. 3.07. MEETING AND ACTIONS OF THE BOARD. (a) The board shall meet at least one time each month and may meet at any other time provided by its bylaws.

(b) A majority of the members of the board constitute a quorum for the transaction of business of the district.

(c) Except as otherwise provided by this Act, the vote of a majority of directors is required for board action.

SECTION 3.10. OTHER OFFICERS. (a) The board may appoint an attorney for the district.

(b) The persons appointed under this section are entitled to the compensation provided by the district's budget.

(c) The person elected as treasurer pursuant to Section 3.06(a) shall execute a bond in the amount determined by the board, payable to the district, conditioned on the faithful performance of the treasurer's duties. The district shall pay for the bond.

SECTION 3.11. INTEREST IN CONTRACT. A director who is financially interested in a contract to be executed by the district for the purchase of property or the construction of facilities shall disclose that fact to the other directors and may not vote on the acceptance of the contract.

SECTION 3.12. DIRECTOR'S COMPENSATION. (a) A director is entitled to receive \$50 a day and reimbursement for actual and necessary expenses incurred:

(1) for each day the director attends meetings of the board; and

(2) for each day the director attends to the business of the district that is authorized by board resolution or motion.

(b) A director is not entitled to receive a per diem allowance for more than 60 days in any one calendar year.

SECTION 3.13. GENERAL MANAGER; PERSONNEL. (a) The board shall employ a general manager for a term and salary set by the board.

(b) The general manager is the chief executive officer of the district. Under policies established by the board, the general manager is responsible to the board for:

- (1) administering the directives of the board;
- (2) keeping the district's records, including minutes of the board's meetings;
- (3) coordinating with state, federal, and local agencies;
- (4) developing plans and programs for the board's approval;
- (5) hiring, supervising, training, and discharging the district's employees;
- (6) contracting for or retaining technical, scientific, legal, fiscal, and other professional services; and
- (7) performing any other duties assigned to the general manager by the board.

(c) The board may discharge the general manager on a majority vote of all the qualified directors.

SECTION 3.14. DIRECTORS' AND EMPLOYEES' BONDS. (a) The general manager and each employee of the district charged with the collection, custody, or payment of any money of the district shall execute a fidelity bond. The board shall approve the form, amount, and surety of the bond.

(b) The district shall pay the premiums on the employees'

\_\_\_\_\_ B. NO. \_\_\_\_\_

bonds under this section and the directors' bonds under Section 3.02(c) of this Act.

SECTION 3.15. PRINCIPAL OFFICE. The district shall maintain its principal office inside the district's boundaries.

SECTION 3.16. RECORDS. (a) The district shall keep complete and accurate accounts of its business transactions in accordance with generally accepted methods of accounting.

(b) The district shall keep complete and accurate minutes of its meetings.

(c) The district shall keep its accounts, contracts, documents, minutes, and other records at its principal office.

(d) Neither the board nor its employees shall disclose any records that it has relating to trade secrets or economics of operation of industries.

SECTION 3.17. CONTRACTS. The board may enter into contracts as provided by this Act, and those contracts shall be executed by the board in the name of the district.

SECTION 3.18. SUPERVISION OF DISTRICT. The district is subject to the continuing right of supervision by the state, in accordance with state law.

SECTION 3.19. SUITS; PAYMENTS OF JUDGMENTS. (a) The district may, through its board, sue and be sued in any court of this state in the name of the district. Service of process in a suit may be had by serving the general manager.

(b) The courts of this state shall take judicial notice of the creation of the district.

(c) A court of this state that renders a money judgment against the district may require the board to pay the judgment from money in the district depository that is not dedicated to the payment of any indebtedness of the district.

SECTION 3.20. SEAL. The board shall adopt a seal for the district and may alter the form of the seal from time to time.

ARTICLE IV. DISTRICT POWERS AND DUTIES

SECTION 4.01. GENERAL POWERS AND DUTIES. (a) The district shall administer and enforce this Act and shall use its facilities and powers to accomplish the purposes of this Act.

(b) After notice and hearing, the board may adopt rules necessary to carry out this Act. The board shall adopt rules providing procedures for giving notice and holding hearings before the board.

(c) The district may prepare and adopt plans for and may purchase, construct, acquire, own, operate, maintain, repair, improve, and extend inside and outside the boundaries of the district any works, improvements, waste disposal, treatment, and other facilities, plants, pipelines, equipment, and appliances necessary to collect, transport, process, dispose of, and control domestic, industrial, and communal waterborne and solid waste within the district.

(d) The district shall acquire all necessary permits as required state law and that are necessary to carry out this article.

(e) The district shall conduct studies and research for the control of water pollution and waste disposal within the district, shall cooperate with the department and commission in any studies, and shall use the results of those studies.

(f) The regulatory powers of the district under this Act extend to every person within the district.

(g) Except as expressly limited by this Act, the district has all powers, rights, and privileges necessary and convenient for accomplishing the purposes of this Act conferred by general law on a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution, including specifically all powers, rights and privileges conferred by Health & Safety Code, Title 5, Subtitle B on any local or regional government.

(h) Subject only to the authority vested by general law, and particularly Chapter 26, Water Code, in the commission, and the Solid Waste Disposal Act (Chapter 361, Health and Safety Code) in the department, the district may control water pollution and waste disposal within the district.

(i) The powers granted to the district by this Act are cumulative of all powers granted by other laws that are by their

terms applicable to the district.

(j) The District may enter into cooperative agreements with local governments and other political subdivisions to jointly operate solid waste management activities and to charge reasonable fees for services.

SECTION 4.02. GIFTS, GRANTS, LOANS, AND OTHER FUNDS. To carry out any purposes or powers under this Act, the district may apply for, accept, receive, and administer gifts, grants, loans, and other funds available from any source.

SECTION 4.03. CONSULTATION, CONTRACTS, AND COOPERATION WITH OTHER GOVERNMENTAL AGENCIES AND ENTITIES. To carry out any purposes or powers under this Act, the district may advise, consult, contract, and cooperate with the federal government and its agencies, the state and its agencies, local governments, and private entities.

SECTION 4.04. ACQUISITION OF PROPERTY. The district may acquire by gift, grant, devise, purchase, lease, or condemnation any land, easements, rights-of-way, and other property interests necessary to carry out the powers and duties provided by this Act.

SECTION 4.05. EMINENT DOMAIN. (a) The district may acquire land for the purposes authorized by Section 4.01(c) of this Act by condemnation when the board determines, after notice and hearing, that it is necessary.

(b) The right of eminent domain shall be exercised by the

B. NO. \_\_\_\_\_

district in the manner provided by Chapter 21, Property Code, except that the district is not required to give bond for costs or supersedeas on appeal or bond for costs in a condemnation suit or other suit to which it is a party and is not required to deposit double the amount of any award in any suit.

(c) If the district, in the exercise of the power of eminent domain, requires relocating, raising, lowering, rerouting, changing the grade, or altering the construction of any railroad, highway, pipeline, or electric transmission and electric distribution, telegraph, or telephone lines, conduits, poles, or facilities, the district must bear the actual cost of relocating, raising, lowering, rerouting, changing the grade, or altering the construction to provide comparable replacement without enhancement of facilities, after deducting the net salvage value derived from the old facility.

SECTION 4.06. AUTHORITY TO ENTER INTO CONSTRUCTION, RENOVATION, AND REPAIR CONTRACTS. The district may contract with any person to construct, renovate, or repair any of its works, improvements, waste disposal, treatment, or other facilities, plants, pipelines, equipment, and appliances and, from time to time, make improvements to them.

SECTION 4.07. BIDS ON CONTRACTS. Contracts entered into under Section 4.06 of this Act requiring an expenditure of more than \$10,000 may be made only after competitive bidding as

provided by Subchapter B, Chapter 271, Local Government Code.

SECTION 4.08. ATTACHMENTS TO CONTRACTS. A contract entered into under Section 4.06 of this Act must contain, or have attached to it, the specifications, plans, and details for work included in the contract, and work shall be done according to those plans and specifications, under the supervision of the district.

SECTION 4.09. EXECUTION AND AVAILABILITY OF CONTRACTS. (a) A contract entered into under Section 4.06 of this Act must be in writing and signed by the contractor and a representative of the district designated by the board.

(b) The contract shall be kept in the district's office and must be available for public inspection.

SECTION 4.10. CONTRACTOR'S BOND. (a) A contractor shall execute a bond in an amount determined by the board, not to exceed the contract price, payable to the district and approval by the board, conditioned on the faithful performance of the obligations, agreements, and covenants of the contract.

(b) The bond must provide that if the contractor defaults on the contract, the contractor will pay to the district all damages sustained as a result of the default. The bond shall be deposited in the district's depository, and a copy of the bond shall be kept in the district's office.

SECTION 4.11. MONITORING WORK. (a) The board has control

\_\_\_\_\_ B. NO. \_\_\_\_\_

of construction, renovation, or repairs being done for the district under a contract entered into under Section 4.06 of this Act and shall determine whether or not the contract is being fulfilled.

(b) The board shall have the construction, renovation, or repair work inspected by engineers, inspectors, and personnel of the district.

(c) During the progress of the work, the engineers, inspectors, and personnel doing the inspections shall submit to the board written reports that show whether or not the contractor is complying with the contract.

(d) On completing of construction, renovation, or repair work, the engineers, inspectors, and personnel shall submit to the board a final detailed written report including information necessary to show whether or not the contractor has fully complied with the contract.

SECTION 4.12. PAYMENTS FOR WORK. (a) The district shall pay the contract price of construction, renovation, or repair contracts in accordance with this section.

(b) The district shall make progress payments under contracts monthly as the work proceeds or at more frequent intervals as determined by the board.

(c) If requested by the board, the contractor shall furnish any analysis of the total contract price showing the amount included for each principal category of the work, in such detail as

requested, to provide a basis for determining progress payments.

(d) In making progress payments, 10 percent of the estimated amounts shall be retained until final completion and acceptance of the contract work. However, if the board, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, if the work is substantially complete, the board, if it finds the amount retained to be in excess of the amount adequate for the protection of the district, may release to the contractor all or a portion of the excess amount.

(e) On completion and acceptance of each separate project, work, or other division of the contract, on which the price is stated separately in the contract, payment may be made without retention of a percentage.

(f) When work is completed according to the terms of the contract, the board shall draw a warrant on the depository to pay any balance due on the contract.

SECTION 4.13. CONTRACTS FOR PURCHASE OF VEHICLES, EQUIPMENT, AND SUPPLIES OVER \$10,000. (a) If the estimated amount of a proposed contract for the purchase of vehicles, equipment, or supplies is more than \$10,000, the board shall ask for competitive bids as provided by Section 4.07 of this Act.

(b) This section does not apply to purchase of property from

public agencies or to contracts for personal or professional services.

SECTION 4.14. ENTRY ON LAND. (a) The directors, the engineer, and the employees of the district may go on any land inside or outside the boundaries of the district to make surveys and examine the land with reference to the location of works, improvements, waste disposal, treatment, and other facilities, plants, pipelines, equipment, and appliances and to attend to business of the district.

(b) Before a director, engineer, or employee enters on the land, five days' written notice must be given to the landowner.

(c) If any activities of the district on the land cause damages to the land or property, the land or property shall be restored as nearly as possible to its original state. The district shall pay the cost of the restoration.

SECTION 4.15. RIGHT TO USE ROAD RIGHT-OF-WAY. The district has a right-of-way along and across all public state or county roads or highways, but the district shall restore the roads and highways crossed, as nearly as possible, to their previous condition of use at the sole expense of the district.

SECTION 4.16. FEES AND CHARGES. (a) The board may adopt and enforce all necessary charges, fees, or rentals, in addition to taxes, for providing any district facilities or services.

(b) The board may require a deposit for any services or

facilities furnished and may or may not provide that the deposit will bear interest.

(c) The board may discontinue a facility or service to prevent an abuse or enforce payment of an unpaid charge, fee, or rental due the district, including taxes that have been due for not less than six months.

SECTION 4.17. ACQUISITION OF EXISTING FACILITIES. If the district acquires existing works, improvements, waste disposal, treatment, and other facilities, plants, pipelines, equipment, and appliances that are completed, partially completed, or under construction, the district may assume the contracts and obligations of the previous owner and perform the obligations of the previous owner in the same manner and to the same extent that any other purchaser or assignee would be bound.

SECTION 4.18. SOLID WASTE RESOURCE RECOVERY OR RECYCLING FACILITIES. The district may construct or acquire and operate solid waste resource recovery or recycling facilities.

SECTION 4.19. REGULATION OF SOLID WASTE DISPOSAL. (a) The district shall establish minimum standards of operation for all aspects of solid waste handling, including storage, collection, incineration, recycling, sanitary landfill, or composting.

(b) Before establishing the standards, the district shall:

(1) hold public hearings after giving public notice in the time and manner prescribed by board rule;

(2) consult with the commission, the Texas Air Control Board, and the department to ensure that the standards are not inconsistent with established criteria; and

(3) find that the standards are reasonably necessary for protection of public health or welfare from water pollution or other environment harm.

(c) To amend standards, the district shall follow the same procedures required for establishing standards.

(d) The district may make rules reasonably necessary to implement solid waste disposal standards.

(e) The district may assume the exclusive authority to exercise the powers granted to a county under § 361.165, Health and Safety Code, including the power to issue licenses and exercise municipal solid waste management authority. If the district elects to exercise the licensing authority granted under this subsection, it must adopt and enforce rules for the management of municipal solid waste. The rules must be compatible with and at least as stringent as those of the department and must be approved by the department.

SECTION 4.20. ON-SITE SEWAGE DISPOSAL SYSTEMS. (a) The district may apply to the department for designation as an authorized agent to implement and enforce on-site sewage disposal rules under Chapter 366, Health and Safety Code.

(b) If the district finds that due to the nature of the

soil or drainage in the area it is necessary to prevent water pollution that may injure the public health, the district by rule may:

- (1) provide limits on the number and kind of septic tanks in an area defined by the rule;
- (2) prohibit the use of septic tanks in the area; or
- (3) prohibit the installation of new septic tanks in the area.

(c) The board shall consult with the department and the commission before the adoption of a rule under Subsection (b) of this section.

(d) The board may provide in the order for a gradual and systematic reduction of the number or kind of septic tanks in the area and, by rule, may provide for a system of licensing and issuing permits for the installation of new septic tanks in the area affected, in which even no person may install septic tanks in the area without a license or permit from the board.

(e) The board may not issue a rule under Subsection (a) of this section without first holding a public hearing in the area to be affected by the rule.

SECTION 4.21. ACQUISITION, CONSTRUCTION, AND OPERATION OF DISPOSAL SYSTEMS. The district may:

- (1) acquire and provide by purchase, gift, or lease any disposal systems inside or outside the district;

B. NO. \_\_\_\_\_

- (2) construct and provide disposal systems inside or outside the district;
- (3) operate and sell any disposal systems that it constructs or acquires;
- (4) contract with a person to operate and maintain a disposal system belonging to the person; and
- (5) contract with a person to train or supervise employees of a disposal system.

SECTION 4.22. WASTE DISPOSAL CONTRACTS. (a) The district may contract to receive and to treat or dispose of waste from a person in the district.

(b) In contracts under Subsection (a) of this section, the district shall set fees by considering:

- (1) the quality of the waste;
- (2) the quantity of the waste;
- (3) the difficulty encountered in treating or disposing of the waste;
- (4) operation and maintenance expenses and debt retirement services; and
- (5) any other reasonable considerations.

SECTION 4.23. AREAWIDE WASTE TREATMENT. The powers and duties conferred on the district are granted subject to the policy of the state to encourage the development and use of integrated areawide waste collection, treatment, and disposal

systems to serve the waste disposal needs of the citizens of the state, it being an objective of the policy to avoid the economic burden to the people and the impact on the quality of the water in the state that result from the construction and operation of numerous small waste collection, treatment, and disposal facilities to serve an area when an integrated areawide waste collection, treatment, and disposal system for the area can be reasonably provided.

ARTICLE V. DISTRICT FINANCES

SECTION 5.01. FISCAL YEAR. (a) The district operates on the fiscal year established by the board.

(b) The fiscal year may not be changed more than once in a 24-month period.

SECTION 5.02. ANNUAL AUDIT. Annually, the board shall have an audit made of the financial condition of the district.

SECTION 5.03. ANNUAL BUDGET. (a) The board shall prepare and approve an annual budget for the district.

(b) The budget shall contain a complete financial statement, including a statement of:

- (1) the outstanding obligations of the district;
- (2) the amount of cash on hand to the credit of each fund of the district;
- (3) the amount of money received by the district from all sources during the previous year;

\_\_\_\_\_ B. NO. \_\_\_\_\_

(4) the amount of money available to the district from all sources during the ensuing year;

(5) the amount of the balances expected at the end of the year in which the budget is being prepared;

(6) the estimated amount of revenues and balances available to cover the proposed budget; and

(7) the estimated tax rate that will be required.

SECTION 5.04. AMENDING BUDGET. After adoption, the annual budget may be amended on the board's approval.

SECTION 5.05. LIMITATION ON EXPENDITURES. Money may not be spent for an expense not included in the annual budget or an amendment to it unless the board by order declares the expense to be necessary.

SECTION 5.06. SWORN STATEMENT. As soon as practicable after the close of the fiscal year, the treasurer of the district shall prepare for the board a sworn statement of the amount of money that belongs to the district and an account of the disbursements of that money.

SECTION 5.07. DEPOSITORY. (a) The board shall name one or more banks to serve as depository for district funds.

(b) District funds, other than those transmitted to a bank of payment for bonds issued by the district, shall be deposited as received with the depository bank and must remain on deposit. This section does not limit the power of the board to invest the

district's funds as provided by Section 5.08 of this Act.

(c) Before the district deposits funds in a bank in an amount that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation, the bank must execute a bond or provide other security in an amount sufficient to secure from loss the district's funds that exceed the amount secured by the Federal Deposit Insurance Corporation.

SECTION 5.08. INVESTMENTS. (a) Funds of the district may be invested and reinvested by the board or its authorized representative in those investments specified by Article 836 or 837, Revised Statutes, or the Public Funds investment Act of 1987 (Article 842a-2, Vernon's Texas Civil Statutes).

(b) Funds of the district may be placed in certificates of deposit of state or national banks or state or federal savings and loan associations within the state provided that the funds are secured in the manner required for the security of the funds of counties of the state.

(c) The board by resolution may provide that an authorized representative of the district may invest and reinvest the funds of the district and provide for money to be withdrawn from the appropriate accounts of the district for investments on terms the board considers advisable.

SECTION 5.09. PAYMENT OF EXPENSES. (a) The district's directors may pay all costs and expenses necessarily incurred in

the creation, organization, and operation of the district, legal fees, and other incidental expenses and may reimburse any person for money advanced for those purposes.

(b) Payments may be made from money obtained from the sale of bonds issued by the district or out of taxes, fees, or other revenues of the district.

SECTION 5.10. BORROWING MONEY. The district may borrow money for any purpose authorized under this Act or any combination of those purposes.

ARTICLE VI. BONDS

SECTION 6.01. AUTHORITY TO ISSUE BONDS. The board may issue and sell bonds in the name of the district to acquire land and construct works, improvements, waste disposal, treatment, and other facilities, plants, pipelines, equipment, and appliances as provided by this Act.

SECTION 6.02. BOND PAYMENT. The board may provide for the payment of the principal of and interest on the bonds:

- (1) from the levy and collection of property taxes on all taxable property within the district;
- (2) by pledging all or part of the designated revenues from the ownership or operation of the district's works, improvements, and facilities; or
- (3) from a combination of the sources listed by Subdivisions (1) and (2) of this section.

SECTION 6.03. BOND ELECTION. (a) Bonds may not be issued by the district until authorized by a majority vote of individuals qualified to vote and actually voting in the area within the boundaries of the district at an election called and held for that purpose.

(b) The board may order a bond election. The order calling the election must state the nature and the date of the election, the hours during which the polls will be open, the location of the polling places, the amount of bonds to be authorized, and the maximum maturity of the bonds.

(c) Notice of a bond election must be given as provided by Section 2.05 of this Act for the confirmation election.

(d) At an election to authorize bonds, the ballot must be printed to provide for voting for or against the issuance of bonds and the levy of property taxes for payment of the bonds.

(e) The board shall canvass the returns and declare the results of the election. If a majority of the votes cast at the election favor the issuance of the bonds, the bonds may be issued by the board, but if a majority of the votes cast at the election do not favor issuance of the bonds, the bonds may not be issued.

SECTION 6.04. TERMS; FORM. (a) The district may issue its bonds in various series or issues.

(b) Bonds may mature serially or otherwise not more than 50 years after the date of issuance and shall bear interest at a

rate permitted by state law.

(c) The district's bonds and interest coupons, if any, are investment securities under the terms of Chapter 8, Business & Commerce Code, and may be issued registrable as to principal or as to principal and interest or may be issued in book entry form and may be made redeemable before maturity at the option of the district or may contain a mandatory redemption provision.

(d) The district's bonds may be issued in the form, denominations, and manner and under the terms, conditions, and details and shall be signed and executed as provided by the board in the resolution or order authorizing the bonds.

SECTION 6.05. BOND PROVISIONS. (a) In the orders or resolutions authorizing the issuance of bonds, including refunding bonds, the board may provide for the flow of funds, the establishment and maintenance of the interest and sinking fund, the reserve fund, and other funds and may make additional covenants with respect to the bonds and the pledged fees.

(b) The orders or resolutions of the board authorizing the issuance of bonds may prohibit the further issuance of bonds or other obligations payable from the pledged fees or may reserve the right to issue additional bonds to be secured by a pledge of and payable from the fees on a parity with or subordinate to the pledge in support of the bonds being issued.

(c) The orders or resolutions of the board issuing bonds may

contain other provisions and covenants as the board may determine.

(d) The board may adopt and have executed any other proceedings or instruments necessary and convenient in the issuance of bonds.

SECTION 6.06. APPROVAL AND REGISTRATION. (a) Bonds issued by the district and the records relating to their issuance must be submitted to the attorney general for examination as to their validity.

(b) If the attorney general finds the bonds have been authorized in accordance with law, the attorney general shall approve them, and the comptroller of public accounts shall register the bonds.

(c) Following approval and registration, the bonds are incontestable and are binding obligations according to their terms.

SECTION 6.07. REFUNDING BONDS. (a) Refunding bonds of the district may be issued to refund and pay off an outstanding indebtedness the district has issued or assumed.

(b) The bonds must be issued in the manner provided by Chapter 784, Acts of the 61st Legislature. Regular Session, 1969 (Article 717k-3, Vernon's Texas Civil Statutes).

(c) The refunding bonds may be sold and the proceeds applied to the payment of outstanding indebtedness or may be exchanged in whole or in part for not less than a similar

principal amount of outstanding indebtedness. If the refunding bonds are to be sold and the proceeds applied to the payment of outstanding indebtedness, the refunding bonds must be issued and payments made in the manner provided by Chapter 503, Acts of the 54th Legislature, Regular Session, 1955 (Article 717k, Vernon's Texas Civil Statutes).

SECTION 6.08. LEGAL INVESTMENTS, SECURITY FOR DEPOSITS.

(a) District bonds are legal and authorized for:

- (1) a bank;
- (2) a savings bank;
- (3) a trust company;
- (4) a savings and loan association;
- (5) an insurance company;
- (6) a fiduciary;
- (7) a trustee;
- (8) a guardian; and
- (9) the sinking fund of a municipality, county, school district, or other political subdivision of the state and other public funds of the state and its agencies, including the permanent school fund.

(b) District bonds may secure deposits of public funds of the state or a municipality, county, school district, or other political subdivision of the state. The bonds are lawful and sufficient security for deposits to the extent of their value, if

accompanied by all unmatured coupons.

SECTION 6.09. MANDAMUS BY BONDHOLDERS. In addition to all other rights and remedies provided by law, if the district defaults in the payment of principal, interest, or redemption price on its bonds when due or if it fails to make payments into any fund or funds created in the orders or resolutions authorizing the issuance of the bonds or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the orders or resolutions authorizing the issuance of its bonds, the owners of any of the bonds are entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the district and its officials to observe and perform the covenants, obligations, or conditions prescribed in the orders or resolutions authorizing the issuance of the district's bonds.

SECTION 6.10. APPLICATION OF OTHER LAWS. Bonds of the district are considered bonds under the Bond Procedures Act of 1981 (Article 717k-6, Vernon's Texas Civil Statutes).

ARTICLE VII. TAXES

SECTION 7.01. TAX STATUS OF BONDS. Since the district created under this chapter is a public entity performing an essential public function, bonds issued by the district, any transaction relating to the bonds, and profits made in the sale of the bonds are free from taxation by the state or by a municipality, county, special district, or other political

subdivision of the state.

SECTION 7.02. LEVY OF TAXES. (a) The board may annually levy taxes in the district in an amount, necessary to pay the principal of and interest on bonds issued by the district and the expense of assessing and collecting taxes.

(b) On approval of a majority of the voters in the district at the initial confirmation and tax election or a subsequent election called for that purpose, the district may levy and collect a maintenance and operating tax in an amount not to exceed three cents on each \$100 of assessed valuation of property in the district to pay maintenance and operating expenses of the district.

SECTION 7.03. BOARD AUTHORITY. (a) The board may levy taxes for the entire year in which the district is created.

(b) The board shall levy taxes on all property within the boundaries of the district subject to district taxation.

SECTION 7.04. TAX RATE. In setting the tax rate, the board shall take into consideration the income of the district from sources other than taxation. On determination of the amount of tax required to be levied, the board shall make the levy and certify it to the tax collector.

SECTION 7.05. TAX APPRAISAL, ASSESSMENT, AND COLLECTION. The Tax Code governs the appraisal, assessment, and collection of district taxes.

(b) The board may provide for the appointment of a tax

collector for the district or may contract for the collection of taxes as provided by the Tax Code.

ARTICLE VII. ANNEXATION OF ADJACENT COUNTIES

SECTION 8.01. ANNEXATION OF TERRITORY. The board may annex the territory within the boundaries of an adjacent county in the manner provided by this Article.

SECTION 8.02. PETITION. To initiate annexation proceedings, the commissioners court of an adjacent county may petition the board requesting the board to call an annexation election for the territory within the petitioner's county. The petition must be in writing and be endorsed by a majority of the members of the commissioners court.

SECTION 8.03. HEARING. (a) On receipt of a petition the board shall set a date for a hearing on the petition. The date set for the hearing may not be later than the 20th day after the date on which the petition is received by the board.

(b) The board shall publish notice of the place, time, date, and purpose of the hearing in one or more newspapers with general circulation in the district and in the county to be annexed.

(c) At the hearing, any person may present testimony for or against annexation of the county to the district.

(d) At the conclusion of the hearing, the board shall determine if an election should be held in the county to be

annexed to determine whether the county should be annexed to the district.

(e) If the board determines that an election should be held, it shall issue an order authorizing the commissioners court of the county to be annexed to call an election in the county to determine if the territory in the county should be annexed to the district. If the board determines that an election should not be held, it shall issue an order denying the petition.

SECTION 8.04. ELECTION. The ballots for the election shall be printed to provide for voting for or against the proposition: "The inclusion of (briefly describe the territory to be annexed) in the Upper Sabine Valley Solid Waste District, and assumption by the described territory of a proportional share of the outstanding indebtedness of the district."

(b) If a majority of the voters in the county to be annexed voting on the proposition vote in favor of the proposition, the territory is annexed to the district, and the board shall issue a declaration to that effect. If a majority of the voters in the county to be annexed voting on the proposition vote against annexing the territory in the county to the district, the territory is not annexed to the district, and the board shall issue a declaration to that effect. The board shall file a copy of the election results and declaration with the commission.

SECTION 8.05. APPOINTMENT OF DIRECTORS. (a) The commissioners court shall appoint two directors to serve on the district's board of directors.

(b) The chairman of the board shall establish initial terms of office for the requisite number of new director positions. The initial terms shall expire on either the next anniversary of the initial meeting of the board held in accordance with Section 3.06 of this Act or one year after that date so that, as near as may be, the terms of office of one-half of all members of the board expire annually on a uniform date.

(c) The newly appointed directors shall draw lots to determine their initial terms of office.

ARTICLE IX. EXCLUSIONS

SECTION 9.01. (a) At any time before the District incur bonded or other long term indebtedness, the commissioners court of any county within the District may petition the Board to hold an election within the county to determine whether a majority of voters of the county desire to exclude the county from the district. Upon receipt of such a petition, the Board shall enter an order authorizing the commissioner's court to call an election in the county to determine if the county should be excluded from the district.

(b) After issuance of bonds or other long term indebtedness a county commissioners court may petition the board to hold an

VOL 210 PG 1097

election to determine whether the county should be excluded from the district. Prior to authorizing the commissioners court to call an election for this purpose, the Board must obtain adequate legal and financial assurances that the county will pay to the district its proportionate share, based on assessed valuation of taxable property in the county and district, of outstanding debt if the county withdraws from the district. After obtaining assurances determined by it to be adequate, the Board shall enter an order authorizing the commissioners court of the county to be excluded to call an election in the county to determine if the county should be excluded from the district.

SECTION 9.02. ELECTION. (a) the ballots for the election shall be printed to provide for voting for or against the proposition: "the exclusion of \_\_\_\_\_ County from the Upper Sabine Valley Solid Waste District and assumption by the county of a proportionate share of the outstanding indebtedness of the district."

(b) If a majority of the voters in the county voting on the proposition vote in favor of the proposition, the territory is excluded to the district, and the board shall issue a declaration to that effect. If a majority of the voters in the county voting on the proposition vote against excluding the territory in the county from the district, the territory is not excluded to the district, and the board shall issue a declaration to that effect.

The board shall file a copy of the election results and declaration with the commission.

SECTION 9.03. CONTINUED OBLIGATION FOR INDEBTEDNESS.

Exclusion of a county pursuant to Sections 9.01(b) and 9.02 shall not relieve the district of its obligation to perform and observe the covenants and obligations, or conditions prescribed in the orders or resolution authorizing the issuance of the districts bonds.

ARTICLE X. SEVERABILITY

SECTION 10.01. If any section, sentence, clause or part of this Act shall, for any reason be held invalid, such invalidity will not affect the remaining portions of the Act, and it is hereby declared to be the intention of this legislature to have passed each section, sentence, clause, or part irrespective of the fact that any other section, sentence, clause or part may be declared invalid.

ARTICLE XI. MISCELLANEOUS

SECTION 11.01. EMERGENCY. The importance of this legislature and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended, and that this Act take effect and be in force from and after its passage, and it is so enacted.

TO: PAYROLL DEPARTMENT VOL 36 PG 1049

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

EFFECT 3-24-91  
(DATE & TIME)  
 EMPLOYEE Ray Helperstill (Sheriff)  
 SOCIAL SECURITY NO 467-70-0301 CLOCK NO 462

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	<u>14-7</u>	
<input type="checkbox"/>	<u>1303.74</u>	<u>1336.33/mo</u>

**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 R.D. Cron DATE 3-20-91

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 1

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
46261-AP	03/13/91	FIRST NATIONAL BANK GILMER	\$68,930.15	\$68,930.15	TRANSFER OF FUNDS FROM GNB TO FNB
Total for AP - ACCOUNTS PAYABLE			\$68,930.15		

VOL 36 PG 1050

Account 100

Account 100

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 2

VOL 36 PG 1051

Check #	Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
25728-APCA	03/15/91	BUFORD FRANKLIN JONES	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25729-APCA	03/15/91	EMMA M COBY	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25730-APCA	03/15/91	RICHARD D BROWN	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25731-APCA	03/15/91	ROBERT DON LAMBERT	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25732-APCA	03/15/91	JIM R BAIRD	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25733-APCA	03/15/91	JAMES HOWARD COPPEDGE	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25734-APCA	03/15/91	ANTHONY WYATT POPE	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
25735-APCA	03/15/91	BILLY EDD LONG	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25736-APCA	03/15/91	BETTY CLARK	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25737-APCA	03/15/91	JAMES COX	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25738-APCA	03/15/91	DONALD R SNOW	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25739-APCA	03/15/91	LINDLEY EUGENE BALLOWE	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25740-APCA	03/15/91	LAURA SULLIVAN	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25741-APCA	03/15/91	STEVEN R DUGGER	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25742-APCA	03/15/91	JOHN BUCHANAN	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25743-APCA	03/15/91	GAY LYNN VARNER	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25744-APCA	03/15/91	STEVE RANDALL WILSON	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25745-APCA	03/15/91	BRENDA POOLE	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25746-APCA	03/15/91	PATTY JO YOST	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91



Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 4

VOL 36 PG 1053

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25767-APCA	03/15/91	PAMELA FAY LANGFORD	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
25768-APCA	03/15/91	VICKI BDUKNIGHT	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25769-APCA	03/15/91	WANDA MITCHELL	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25770-APCA	03/15/91	MR ROBERT CARTER	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
				\$10 00	D CT-CAUSE#10268 JURY SERVICE 3/13/91
25771-APCA	03/15/91	DAVID GLENN HAMBLIN	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25772-APCA	03/15/91	JIMMIE S RICKETTS	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25773-APCA	03/15/91	VIRGINIA E COURTNEY	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25774-APCA	03/15/91	BETTY FLUELLEN	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25775-APCA	03/15/91	JEANNINE AUSTIN	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25776-APCA	03/15/91	WILLIAM DWIGHT HADLEY, SR	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25777-APCA	03/15/91	TERRIE DUNN	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25778-APCA	03/15/91	KRISTIE JEAN PHILLIPS	\$30 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
25779-APCA	03/15/91	MARIAN ELIZABETH BASSHAM	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25780-APCA	03/15/91	ROLAND DWIGHT TURNER	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25781-APCA	03/15/91	WILEY REAGAN SANFORD	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25782-APCA	03/15/91	SHARON KAY BROWN	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25783-APCA	03/15/91	PATTI LEIGH COPPEDGE	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91
25784-APCA	03/15/91	TERI LEE HUNT	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
25785-APCA	03/15/91	BRENDA KAY OAKLEY	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,267 JURY SERVICE 3/05/91

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 5

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
25786-APCA	03/15/91	DARRELL ELTON WILSON	\$20 00	\$10 00	D CT-JURY SERVICE 3/04/91
				\$10 00	D CT-CAUSE#10,269 JURY SERVICE 3/12/91
25787-APCA	03/15/91	JOYCE ANN GARRETT	\$10 00	\$10 00	D CT-JURY SERVICE 3/04/91
<del>25791-APCA</del>	<del>03/18/91</del>	<del>BETTY PARISH</del>	<del>\$10 00</del>	<del>\$10 00</del>	<del>D CT-GRAND JURY SERVICE 3/15/91</del>
25792-APCA	03/18/91	BETTY BIVINS COOK	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
25793-APCA	03/18/91	JAKE SHRUM	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
<del>25794-APCA</del>	<del>03/18/91</del>	<del>HOWARD PAUL HENDERSON</del>	<del>\$10 00</del>	<del>\$10 00</del>	<del>D CT-GRAND JURY SERVICE 3/15/91</del>
25795-APCA	03/18/91	HAROLD B ROGERS	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
25796-APCA	03/18/91	WILLIAM BREAZEALE, JR	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
<del>25797-APCA</del>	<del>03/18/91</del>	<del>JOHN STEWART</del>	<del>\$10 00</del>	<del>\$10 00</del>	<del>D CT-GRAND JURY SERVICE 3/15/91</del>
25798-APCA	03/18/91	LAWRENCE BELL	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
25799-APCA	03/18/91	WILL JACKSON	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
<del>25800-APCA</del>	<del>03/18/91</del>	<del>THOMAS JEFFERY</del>	<del>\$10 00</del>	<del>\$10 00</del>	<del>D CT-GRAND JURY SERVICE 3/15/91</del>
25801-APCA	03/18/91	DAVID CLAY	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
25802-APCA	03/18/91	A W WITCHER	\$10 00	\$10 00	D CT-GRAND JURY SERVICE 3/15/91
<del>25803-APCA</del>	<del>03/21/91</del>	<del>OREOO-COUNTY-SHERIFF OFFICE</del>	<del>\$30 00</del>	<del>\$30 00</del>	<del>CG CT-CAUSE#7006/STEVEN EARL CHERRY/CITATION</del>
25807-APCA	03/25/91	A & E MILL AND WELDING SUPPLY	\$98 44	\$9 00	PCT#4-(1)PODx150 OXYGEN
				\$19 20	PCT#1-(2)ACETY(2)275 OXY/RENTAL
				\$9 60	PCT#2-(1)lg ACETY(2)275 OXY/RENTAL
				\$9 60	PCT#4-(1)med ACETY(1)150 OXY/RENTAL
				\$0 29	PCT#1-SERVICE CHARGE FOR-2/28/91
				\$31 75	PCT#2-DX275 & ACEM140
				\$19 00	PCT#1-(1)LENS,HOOD GEAR
25808-APCA	03/25/91	AIS CONTINENTAL	\$522 79	\$522 79	PCT#2-(1)HUB ASSY, ADAPTER, FRGT/GRADE ALL
<del>25809-APCA</del>	<del>03/25/91</del>	<del>ALLEN SEAHORN</del>	<del>\$240 00</del>	<del>\$240 00</del>	<del>PCT#4-(40)loads GRAVEL@\$.60ea</del>
25810-APCA	03/25/91	ARKLA GAS	\$1,058 93	\$104 17	CD LIB-ACCT#1220708193001/MARCH 15 '91 BILLING
				\$214 68	CD LIB-ACCT#1220708193506/MARCH 15 '91 BILLING
				\$11 35	PCT#3-ACCT#1220701224008/MARCH 30 '91 BILLING
				\$476 49	J CTR-ACCT#1520708101502/MARCH 20 '91 BILLING
				\$252 24	CT H-ACCT#1520708296005/MARCH 20 '91 BILLING

VOL PG 1059

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 6

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25811-APCA	03/25/91	ARTHUR L FORT	\$492 00	\$492 00	CO S-16 BADGES FOR JAILERS
25812-APCA	03/25/91	AW'S COUNTRY STORE	\$37 52	\$17 52	PCT#1-(13 6)gals GAS
				\$20 00	PCT#1-GAS
25813-APCA	03/25/91	BANCROFT-WHITNEY CO	\$45 70	\$45 70	LAW LIB-ACCT#91B11683034/ALR FEDERAL VOL 101
25814-APCA	03/25/91	BARBARA SANDERS	\$266 00	\$266 00	JANITORIAL&FLOWER BEDS/MARCH'91
25815-APCA	03/25/91	BOBBY SANDERS	\$25 64	\$25 64	CO S-REIMBURSE MEALS FOR FED. MAN HUNT
25816-APCA	03/25/91	BOGEL SALES INC	\$300 35	\$82 80	CO JAIL-(1)cs ECO LAB SOLITAIR
				\$217 55	CO JAIL-(1)cs ROLL TOWELS(3)cs BLEACH(1)cs-SUMMER BREEZE (1)RESTORER
25817-APCA	03/25/91	BRODART CO	\$681 96	\$681 96	CO LIB-CUST#423398/62 BOOKS
25818-APCA	03/25/91	BROWN'S WINDSOR DOOR SALES, IN	\$2 39	\$2 39	PCT#1-80# SAKRETE
25819-APCA	03/25/91	CALAME, LINEBARGER&GRAHAM	\$4,284 89	\$4,284 89	CO TAX-FEB'91 DELINQUENT TAXES COLLECTED
25820-APCA	03/25/91	CHARLES & JACKIE PARKER	\$25 25	\$25 25	CO TAX-UPSHUR COUNTY '90TAX-REFUND#R04878
25821-APCA	03/25/91	CHARLES M COBB, ATTY	\$300 00	\$300 00	D CT-CAUSE#10, 206/EDWARD CONNOR, JR.
25822-APCA	03/25/91	CITY OF GILMER	\$1,474 32	\$502 80	WASTE-LYNN HAHN/SALARY DEC 22, '90-MARCH 1, '91
				\$359 17	CT H-ACCT#130274000/MARCH 21 '91 WATER BILL
				\$91 99	ROCK-BLDG-ACCT#130345000/MARCH 21 '91 WATER BILL
				\$520 36	J CTR-ACCT#010067500/MARCH 21 '91 WATER BILL
25823-APCA	03/25/91	COMPLETE BUSINESS	\$378 90	\$63 77	CO S-6 bxs FAX PAPER
				\$55 24	D, CLK-RICDH S#205/4092copies@ 0135ea
				\$62 10	CO EXT-RICDH S#282/4600copies@ 0135ea(2'91)
				\$12 19	CO TAX-RICDH S#967/903copies@ 0135ea(2'91)
				\$2 47	COMM CT-RICDH S#934/183copies@ 0135ea(2'91)
				\$44 70	CO CLK-RICDH S#257/331copies@ 0135ea(2'91)
				\$36 25	CO JUDGE-RICDH S#203/2685copies@ 0135ea
				\$38 02	CO TREAS-RICDH S#723/2816copies@ 0135ea(2'91)
				\$61 09	CO S-RICDH S#422/4525copies@ 0135ea(2'91)
				\$3 07	CO TREAS-FREIGHT/TONER SHIPPED
25824-APCA	03/25/91	COMPLETE BUSINESS	\$200 00	\$200 00	CO CLK RICDH 5540/S#2519110257 MARCH'91(2)
25825-APCA	03/25/91	CONSOLIDATED CHEMICAL	\$2,100 00	\$2,100 00	MARCH'91/COURTHOUSE JANITORIAL CONTRACT
25826-APCA	03/25/91	CONSOLIDATED CHEMICAL	\$1,200 00	\$1,200 00	MARCH'91/JUSTICE CTR JANITORIAL CONTRACT
25827-APCA	03/25/91	CONTINENTAL BUSINESS PRODUCTS,	\$40 32	\$40 32	CO VET&D A-CARD FILE, TYPEWRITER RIBBONS
25828-APCA	03/25/91	CYNTHIA SHATTLES	\$29 00	\$29 00	CO EXT-REIMBURSEMENT FOR REFERENCE BOOK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 7

Check #...	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25829-APCA	03/25/91	D&J LEATHER	\$98 50	\$60 00 \$38 50	CD S-(2)PANCAKE HOLSTERS LINED CD S-"13"(1)1 1/4 RANGER BELT, CLIP BADGE CASE
25830-APCA	03/25/91	DANA COMMERCIAL CREDIT	\$242 42	\$242 42	INV#2774501/LEASE#162362 3/2/91 TO 4/1/91
<del>25831-APCA</del>	<del>03/25/91</del>	<del>DAVID B GRIFFITH</del>	<del>\$1,531 02</del>	<del>\$184 00</del>	<del>DCT-CAUSE#455-80/FRANCES E ROGERS &amp; ARVON LINN ROGERS D CT-CAUSE#9789/JERRY DON FEARANCE D CT-CAUSE#10,294/DARRELL W HAWKINS D CT-CUASE#10,267/BOBBY O'KEEFE DODDY</del>
<del>25832-APCA</del>	<del>03/25/91</del>	<del>DAVID P. MOONEY</del>	<del>\$360 42</del>	<del>\$360 42</del>	<del>CD EMRG SERV RENDERED 2/91/AUSTIN CONF EXPENSES</del>
25833-APCA	03/25/91	DAVIS COFFEE COMPANY	\$59 80	\$59 80	CD JAIL-(1)18 COFFEE
25834-APCA	03/25/91	DEERE CREDIT SERVICE	\$3,084 33	\$3,084 33	PCT#4/JD MOTOR GRADER S#529462/LBD(3'91)
<del>25835-APCA</del>	<del>03/25/91</del>	<del>DEERE CREDIT SERVICES</del>	<del>\$1,969 25</del>	<del>\$1,969 25</del>	<del>ACCT#17-999990814/APRIL '91(LBA)</del>
25836-APCA	03/25/91	DIANA DISCOUNT LUMBER, INC	\$167 01	\$167 01	PCT#1-(1)18x20 CULVERT
25837-APCA	03/25/91	DON CARPENTER, SHERIFF	\$50 00	\$50 00	CD CT-CAUSE#6989 CYNTHIA A STANFORD(CITATION)
<del>25838-APCA</del>	<del>03/25/91</del>	<del>DOUBLETREE HOTEL AUSTIN</del>	<del>\$278 76</del>	<del>\$278 76</del>	<del>JUV PRDB-ROOM&amp;MEALS/TX PRDB ANNUAL CONFERENCE</del>
25839-APCA	03/25/91	EAST TEXAS OPEN DOOR, INC	\$210 00	\$210 00	JUV PRDB-CJD/K M 2/13-23/91 A M S 2/3-7/91
25840-APCA	03/25/91	EAST TEXAS TRUCK	\$121 67	\$121 67	PCT#1-(8)DIAPHAMS(1)CHAMBER, FRGT/GRADE ALL
<del>25841-APCA</del>	<del>03/25/91</del>	<del>ECONOMY AUTO SUPPLY, INC</del>	<del>\$56 76</del>	<del>\$56 76</del>	<del>PCT#1-(16)OIL SEALS, VALVE JOB, CLEAN PARTS</del>
25842-APCA	03/25/91	EMMA SMITH	\$40 01	\$40 01	CD LIB-REIMBURSE/130mi@ 26&MEAL COMPUTER WORKSHOP(JACKSONVILLE)
25843-APCA	03/25/91	EVERETT DEAN	\$65 76	\$65 76	COMM CT-REIMBURSE/176mi@ 26&MEALS/ETCOG@PALESTINE
25844-APCA	03/25/91	F L GARRISON	\$400 00	\$400 00	MARCH '91/JUVENILE PROBATION BOARD
<del>25845-APCA</del>	<del>03/25/91</del>	<del>ADDIS LINDSEY</del>	<del>\$22 62</del>	<del>\$22 62</del>	<del>PCT#1-REIMBURSE MILEAGE TO TYLER FOR MACHINERY</del>
25846-APCA	03/25/91	GAYLORD BROS, INC	\$27 85	\$27 85	CD LIB-(6)C M BLUE RIBBONS, FRGT
25847-APCA	03/25/91	GAZETTI BROWN, MORRIS M	\$40 39	\$40 39	CD TAX-UPSHUR COUNTY '90 TAX REFUND#R00596
<del>25848-APCA</del>	<del>03/25/91</del>	<del>GENERAL TELEPHONE COMPANY</del>	<del>\$996 02</del>	<del>\$0 10 \$280 15</del>	<del>CD S-#843-2542/MARCH 10 '91 BILLING CD S-903-843-2541 MAR 10 '91 BILLING/DA-FAX MACHINE D-CLK-903-843-5031/MAR 10, '91 BILLING D CT-903-843-2836/MAR 10, '91 BILLING</del>

150/10  
PG 40  
VOL

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 8

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$36 00	CO S-#1RT-2564/MARCH 16'91 BILLING
				\$38 72	CO LIB-LITERACY/#843-3360 MARCH 16'91 BILLING
				\$470 27	TELE COMM-#843-3038/MARCH 22'91 BILLING
25849-APCA	03/25/91	GERALD JOHNSON	\$22 36	\$22 36	COMM CT-MILEAGE REIMBURSEMENT TO MINEOLA ON SOLID WASTE
25850-APCA	03/25/91	GILMER DRUG COMPANY	\$43 93	\$11 54	CO JAIL-BUFORD W LANGFORD/PRESCRIPTION#R112372
				\$17 85	CO JAIL-MIKE PENA/PRESCRIPTION#R112513
				\$14 54	CO JAIL-SYRINGES&INSULIN/BUFORD LANGFORD
25851-APCA	03/25/91	GILMER LUMBER COMPANY INC	\$172 80	\$4 50	CO BLDG-REKEY ONE LOCK
				\$113 70	CO LIB-(6)BUNDLE HIP&RIDGE BARNWOOD
				\$54 60	CO S-WOLMANIZED&PINE LUMBER, HINGES
25852-APCA	03/25/91	GLENN CAMPBELL, SR	\$606 00	\$606 00	PCT#4-(101)loads OIL SAND@6 ea
25853-APCA	03/25/91	GOVERNMENT RECORDS SERVICES	\$2,207 95	\$2,207 95	CO CLK-MICRO FILMS, INDEXING 2/25/91 BILLING
25854-APCA	03/25/91	GREGG COUNTY CLERK'S OFFICE	\$226 00	\$226 00	CO CT-CAUSE#91-011-M/JOSEPH BRUTON(MENTAL)
25855-APCA	03/25/91	GULF COAST TRADES CENTER	\$1,760 00	\$1,760 00	JUV PROB-TJPC/MP 4/18/90-5/31/90 RESIDENTIAL SERVICES
25856-APCA	03/25/91	M&D TIRE & AUTOMOTIVE	\$873 04	\$2 90	PCT#1-(1)LEATHER BROWN SPRAY PAINT
				\$279 00	PCT#4-(2)TIRES&TUBES, LABOR
				\$4 52	PCT#1-(1)HOSE(2)BOLTS, NUTS(4)CLAMPS
				\$34 48	PCT#4-(2)BLUE TOWELS(1)SLICK 50
				\$113 75	PCT#1-(5)5gal HYD OIL
				\$14 00	CO S-(2)TIRES MOUNTED
				\$15 00	CO S-ROTATE&BALANCE TIRES/UNIT#9
				\$19 30	PCT#1-SILCONE; RELAY SWITCH
				\$27 00	PCT#2-(1)1400-24 TUBE
				\$68 25	PCT#2-(3)5gal HYD OIL
				\$222 26	PCT#3-BATTERY&CORE, CLEVIS HOOK, STRAP
				\$3 00	CO JAIL-(1)FLAT FIXED
				\$70 00	CO S-(1)BATTERY/UNIT #1B
				\$2 58	PCT#1-BAL OF STARTER DRIVE(RELAY SW CREDIT)
				\$3 00CR	PCT#4-(1)MASTER CYL CORE
25857-APCA	03/25/91	HERBERT L YOUNG	\$4,435 75	\$4,430 75	PCT#1-3325gal GASOLINE; 1340gal DIESEL
				\$5 00	CO MAINT-(5)gals GASE\$1 00ea
25858-APCA	03/25/91	HIBBS HALLMARK & COMPANY	\$3,606 00	\$498 00	PCT#1&#2-ACCT#UPSC50-5 BJ T(A)/ENDORSEMENT AMENDING CLASS CODES ON VEHICLES
				\$3,108 00	CO S-FW-1335860784-C/AUTO(NEW AUTOS) 3/13/91 TO 10/1/91
25859-APCA	03/25/91	HOLMES CONCRETE PIPE	\$76 50	\$76 50	PCT#1-(6)12" TILE@12 75ea

1057  
36  
14

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 9

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25860-APCA	03/25/91	HOWARD PATTERSON	\$150 00	\$150 00	JUV-PRGB-GJD/PSYCHOL-EVALU-KM-2/22/91
25861-APCA	03/25/91	HY-TECK PEST CONTROL	\$152 10	\$152 10	CD BLDGS-REG SERVICE/PEST CONTROL 3/20/91
25862-APCA	03/25/91	IBM	\$852 97	\$852 97	INV#E822233/MARCH'91 COMPUTER EQUIP
25863-APCA	03/25/91	INTENSIVE SUPERVISION WORKSHOP	\$10 00	\$10 00	JUV-PRGB-59/REGIS-FEE-MILTON-WYLIE/WORKSHOP
25864-APCA	03/25/91	IRVIN TIRE COMPANY	\$236 80	\$118 40	CO S-(2)TIRES & STEMS, MOUNTING
				\$118 40	CO S-(2)GT-EAGLE-TIRES, STEM, LABOR
25865-APCA	03/25/91	J R S S	\$64 50	\$54 50	PCT#1-DIESEL
				\$10 00	PCT#1-DIESEL FUEL
25866-APCA	03/25/91	J C JACK	\$13 63	\$13 63	CD TAX-UPSHUR COUNTY '90 TAX REFUND#90 32914
25867-APCA	03/25/91	JACKSONS FEED & FARM SUPPLY	\$90 00	\$90 00	CO S-(1)BAGS DOG FOOD@ \$9 00ea
25868-APCA	03/25/91	JAMES BARBER	\$240 00	\$240 00	PCT#4-(40)loads GRAVEL@ \$6 00ea
25869-APCA	03/25/91	JAMES BEASLEY	\$5 88	\$5 88	CO S-MEAL REIMBURSEMENT TRANSPORTING INMATE TO VERNON STATE HOSPITAL
25870-APCA	03/25/91	JAMES L STOKER SR	\$125 00	\$125 00	PCT#1-(50)loads DIRT@ 5yds@ 50ea
25871-APCA	03/25/91	JOYCE MORRISON	\$33 80	\$18 20	CD LIB-REIMBURSE/TYLER COMPUTER WORKSHOP
				\$15 60	CD LIB-REIMBURSE/KILGORE COMPUTER WORKSHOP
25872-APCA	03/25/91	KAREN E HALL	\$6 59	\$6 59	CD LIB-LITERACY/REIMBURSE UPS CHRG
25873-APCA	03/25/91	KIM'S KWIK STOP	\$20 00	\$20 00	D A-HOT CK RESTITUTION/SANDI HITT
25874-APCA	03/25/91	LONG MOTOR COMPANY, INC	\$197 78	\$179 25	CD S-UNIT#3, INSPECT STICKER, REPAIR AIR CONDITIONER
				\$18 53	CD S-UNIT #9 LENS
25875-APCA	03/25/91	LDNOVIEW ASPHALT INC	\$2,307 80	\$268 37	PCT#2-CUST#221772/11 42 TON OIL SAND @ \$23 50
				\$82 02	PCT#1-CUST#221770/3 49 TON OIL SAND @ \$23 50
				\$214 79	PCT#3-CUST#221773/9 14 TON OIL SAND @ \$23 50
				\$519 21	PCT#4-CUST#221774/19 23 TON OIL SAND @ \$27 00
				\$548 37	PCT#4-CUST#221774/20 31 TON OIL SAND @ \$27 00
				\$173 43	PCT#3-(7 38)TONS OIL SANDE@ \$23 50ea
				\$223 02	PCT#3-(9 49)TONS OIL SANDE@ \$23 50ea
				\$280 59	PCT#2-(11 94)TONS OIL SANDE@ \$23 50ea
25876-APCA	03/25/91	M R PATTON	\$150 00	\$150 00	D CT-CAUSE#10, 029/JAMES WARD
25877-APCA	03/25/91	MARTIN & SONS, INC	\$33 00	\$33 00	D A-HOT CK RESTITUTION/MICHAEL HITT
25878-APCA	03/25/91	MICHAEL MARTIN, ATTY	\$1,050 00	\$100 00	D CT-CAUSE#10, 095 MAE ELLA RUSS 3/5/90

1058  
PG  
26

CD S-UNIT #9

CD S-UNIT #9

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 10

1057  
VOL 26 PG 10

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$150 00	D CT-CAUSE#7651/SAMUEL SMITH 3/5/91
				\$150 00	D CT-CAUSE#10, 127/MAE DUFFEY SHARPER
				\$650 00	D CT-CAUSE#10, 269/ROY MILTON CHAMBERS
25879-APCA	03/25/91	MOBIL OIL CREDIT CORPORATION	\$63.68	\$63.68	CO S-ACCT#8919300593/MARCH 12'91 BILLING
25880-APCA	03/25/91	MOORE BUSINESS CENTER	\$2,013.52	\$2,013.52	D CLK JURY SUMMONS-MAILER, FREIGHT
25881-APCA	03/25/91	MOTHER FRANCES HOSPITAL	\$1,693.12	\$1,693.12	IND-BOBBY R DODDY/HOSPITAL, LAB 2/19-20/91
25882-APCA	03/25/91	McCLUNG LAW BOOKS, INC	\$102.50	\$50.00	D CT-(1)"JURY CHARGES FOR TX CRIM PRACTICES"1990ed
				\$52.50	D A-"LAWYERS HANDBOOK FOR TX CRM PRACTICE"191ed
25883-APCA	03/25/91	ORE CITY DISCOUNT AUTO PARTS	\$7.55	\$7.55	PCT#2-6ft HEATER HOSE, BOLTS, WASHERS
25884-APCA	03/25/91	PATTERSON PLUMBING	\$8.78	\$8.78	CO BLDG-PVC, T, F/PARTS FOR SPRINKLER
25885-APCA	03/25/91	PHILLIPS PETROLEUM COMPANY	\$35.51	\$35.51	CO S-ACCT#6992684750/MARCH 11'91 BILLING
25886-APCA	03/25/91	PROFESSIONAL TECHNICAL	\$137.50	\$40.00	CONST#1-CA-1450 BATTERY FOR RADIO
				\$97.50	CONST#5-(1)MHB-5800 3atGAIN ANTENNA, INSTALL, MIC HOLDERS
25887-APCA	03/25/91	RAY EXER	\$23.04	\$23.04	CO TAX-UPSHUR COUNTY '90 TAX REFUND#23090 44494
25888-APCA	03/25/91	RICOH CORPORATION	\$212.06	\$212.06	CO S-REPAIR LASER PRINTER/S#107538H2
25889-APCA	03/25/91	ROBBIE ARRINGTON	\$212.82	\$212.82	PCT#3-REIMBURSEMENT FOR (2ea)TUBES & VALVE CASES
25890-APCA	03/25/91	RUTH WHITESIDE	\$25.00	\$25.00	MARCH '91/SERVICE AS LAW LIBRARIAN
25891-APCA	03/25/91	SANDY LIVENGOOD	\$325.00	\$275.00	D CT-CAUSE#J-4-90/M A P 3/5/90
				\$50.00	CO CT-CAUSE#4170/JUDY CAROL COLEMAN/MENTAL
25892-APCA	03/25/91	SANDY SANDERS	\$4.78	\$4.78	CO LIB-REIMBURSE/MEAL@COMPUTER WORKSHOP(JACKSONVILLE)
25893-APCA	03/25/91	SHEPARD'S/McGRAW-HILL	\$86.40	\$86.40	LAW LIB-ACCT#0961656AAA/A01, TX CASE NAMES CITATOR
25894-APCA	03/25/91	SHIRLEY C WHITEHEAD FORE	\$387.00	\$166.00	JP#1-CAUSE#2387-F-1-90, APPEARANCE FEE AND PREP OF FACTS
				\$112.50	DA-TRANSCRIPTS FOR J ISOM, J DUFFEY & R CHAMBERS FOR CAUSE#10, 267
				\$58.50	DCT-CAUSE#10, 267 JURY ARGUMENT BE DEFENDANT TRANSCRIPTION
				\$50.00	JP#1-CT REPORTING CAUSE#2021, JERRY WAYNE SKINNER
25895-APCA	03/25/91	SKINNER RADIATOR SHOP	\$8.50	\$8.50	PCT#1-STICKER/INSPECTION

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 11

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
<del>25896-APCA</del>	<del>03/25/91</del>	<del>SOUTHWESTERN BELL TELEPHONE</del>	<del>\$3 37</del>	<del>\$3 37</del>	<del>D CT #106-2236-218/MARCH 1'91 BILLING</del>
25897-APCA	03/25/91	SOUTHWESTERN ELECTRIC POWER CO	\$4,746 78	\$1,309 58	CO CT-ACCT#56747/MARCH 8'91 BILLING
				\$109 13	CO-CTH-ACCT#16733/ST-LIGHTS-3/8/91-BILLING
				\$44.59	PORTER BLDG-ACCT#556852/MARCH 18'91 BILLING
				\$2,263.89	J CTR-ACCT#716860/MARCH 18'91 BILLING
				\$546 57	CO LIB-ACCT#666859/MARCH 19'91 BILLING
				\$71 35	CO LIB-ACCT#4036695/MARCH 19'91 BILLING
				\$217 48	ROCK BLDG-ACCT#3596699/MARCH 19'91 BILLING
				\$184 19	ROCK BLDG-ACCT#406819/MARCH 19'91 BILLING
25898-APCA	03/25/91	SULLIVAN AUTO SUPPLY	\$58 34	\$58 34	PCT#4-(1)KIT, TRANSMISSION FOR JACK
25899-APCA	03/25/91	SWIFT INDEPENDENT PACKING	\$258 45	\$258 45	CO JAIL-CUST#17130/ASSORTED MEATS
<del>25900-APCA</del>	<del>03/25/91</del>	<del>TAC WORKERS COMPENSATION</del>	<del>\$5,743 00</del>	<del>\$5,743 00</del>	<del>#2300/WORK COMP BAL DUE (ACTUAL vs ESTIMATE '90)</del>
25901-APCA	03/25/91	TEXACO INC	\$67 69	\$67 69	CO S-ACCT#6103028459/MARCH 1'91 BILLING
25902-APCA	03/25/91	TEXAS DIST & CO ATTY ASSOC	\$93 13	\$93 13	DA-400 LONG INDICTMENT FORMS
<del>25903-APCA</del>	<del>03/25/91</del>	<del>TEXAS STEEL CULVERT CO, INC</del>	<del>\$278 60</del>	<del>\$278 60</del>	<del>PCT#1-CUST#01-29556000/30"x28' CULVERT</del>
25904-APCA	03/25/91	THE ADVERTISER	\$32.42	\$32.42	CO LIB-(100)3 1/2x5 1/2 SALMON LINEN-BLK INK
25905-APCA	03/25/91	THE DALLAS MORNING NEWS	\$114 00	\$114 00	CO LIB-(1)yr SUBCRIPION 3/27/90-3/27/91
<del>25906-APCA</del>	<del>03/25/91</del>	<del>THE OILMER MIRROR</del>	<del>\$26 95</del>	<del>\$12 50</del>	<del>CO S-6x9 ENVELOPES</del>
				<del>\$14 45</del>	<del>CO S-9x12 ENVELOPES</del>
<del>25907-APCA</del>	<del>03/25/91</del>	<del>THE LIBRARY STORE, INC</del>	<del>\$64 65</del>	<del>\$64 65</del>	<del>CO LIB-(5000)CATALOG CARDS, CLEAR TAPE BAGS</del>
25908-APCA	03/25/91	THE LOGO	\$401 40	\$401 40	CO S-(16)JACKETS & 64 PATCHES
25909-APCA	03/25/91	TITUS PUMP SERVICE, INC	\$1,180 00	\$1,180 00	PCT#4-(1)2000gal SKID TANK w/PLATFORM, PUMP&INSTALLED
<del>25910-APCA</del>	<del>03/25/91</del>	<del>TODD TEFTELLER</del>	<del>\$600 00</del>	<del>\$250 00</del>	<del>D CT-CAUSE#10,306/HOWARD HARRIS SWALLOW</del>
				<del>\$350 00</del>	<del>D CT-CAUSE#9709/10,274, VICTOR HART</del>
25911-APCA	03/25/91	TOMMY DUCKWORTH	\$16 51	\$16 51	CO TAX-UPSHUR COUNTY '90 TAX REFUND#90 13547
<del>25912-APCA</del>	<del>03/25/91</del>	<del>TYLER UNIFORM CO, INC</del>	<del>\$1,154 35</del>	<del>\$1,142 63</del>	<del>CO S-16 BLOUSES &amp; 12 SHIRTS FOR JAILERS WITH PATCHES</del>
				<del>\$11 72</del>	<del>CO S-3pr SGT STRIPES WHT/BLK</del>
25913-APCA	03/25/91	UNION GROVE WATER SUPPLY CORP	\$12 50	\$12 50	W MT-ACCT#237/MARCH 16'91 BILLING
<del>25914-APCA</del>	<del>03/25/91</del>	<del>UPSHUR COUNTY SHERIFF-DEPT</del>	<del>\$20 38</del>	<del>\$20 38</del>	<del>CO S-REIMBURSE/POSTAGE PD FROM PETTY CASH FUND</del>

1060  
36  
36  
V

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 12

VOL 36 PG 1061

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25915-APCA	03/25/91	UPSHUR-RURAL ELECTRIC COOP - C	\$114 19	\$7 50 \$23 65 \$75 36 \$7 68	SIMP BLDG-ACCT#902475309/MARCH 18'91 BILLING PCT#4-ACCT#121782522/MARCH 18'91 BILLING PCT#2-ACCT#41186523/MARCH 21'91 BILL LAFAY BLDG-ACCT#505279486/MARCH 21'91 BILL
25916-APCA	03/25/91	V G YOUNG INST OF CO GOV	\$165 00	\$110 00 \$55 00	CO TREAS-REGIS/VERNON VICK(CO TREAS SEMINAR) CO-TREAS-REGIS/LINDA HOWELL(CO TREAS SEMINAR)
25917-APCA	03/25/91	VALU-LINE	\$20 61	\$12 56 \$8 05	JP#1-ACCT#13762/MARCH 19'91 BILLING CO LIB-ACCT#87400/MARCH 19'91 BILLING
25918-APCA	03/25/91	VINYARD'S	\$104 53	\$104 53	D A-HOT CK RESTITUTION/SHARON SUTHERLAND
25919-APCA	03/25/91	WAL-MART #146	\$436 63	\$52 71 \$24 31 \$75 12 \$210 78 \$73 71	D A-HOT CK RESTITUTION/DIANA SIMPSON D A-HOT CK RESTITUTION/MAUDIE GARRETT D A-HOT CK RESTITUTION/MONICA MILNER D A-HOT CK RESTITUTION/BRENDA SIMMONS D A-HOT CK RESTITUTION/MARY BELLOTTE
25920-APCA	03/25/91	WALMART STORE #146	\$77 79	\$24 24 \$4 37 \$4 37 \$9 46 \$5 42 \$29 93	PCT#3-ENVELOPES, FILM, CALANDER PAD, STAPLER, STAPLES PCT#1-MAILBOX PCT#1-MAILBOX PCT#3-(2)FILM, PROCESS FILM CO S-PROCESSED FILM PCT#2-(1)ADDING MACHINE
25921-APCA	03/25/91	WEST PUBLISHING	\$45 00	\$45 00	CONTRACT#14058/ACCT#866-760-500/3'91
25922-APCA	03/25/91	WEST PUBLISHING COMPANY	\$421 75	\$18 50 \$46 00 \$46 00 \$27 50 \$27 50 \$27 50 \$29 00 \$23 00 \$39 75 \$18 50 \$35 50 \$35 50 \$18 50 \$29 00	D CLK-(1)TEXAS RULES OF COURT STATE&FED 1991 PAM D CT-TX RLS CV PROC 91PP LAW LIB-TX RLS CV PROC 91PP D CT-TX ST-CD-PK&WLDLF V1 CO CT-TX ST&CD-PK&WLDLF V1 LAW LIB-TX ST&CD-PK&WLDLF V1 LAW LIB-FD 917 LAW LIB-USCA T50 1-E 1BK LAW LIB-TX CS-795-796 TX RLS CT-ST&FD 91PA CO CT-TX RLS CT-ST&FD 91PA LAW LIB-TX RLS CT-ST&FD 921PA D CLK-TX RLS CT-ST&FD 91PA LAW LIB-FD 918
25923-APCA	03/25/91	WESTINGHOUSE ELECTRIC	\$24 90	\$24 90	CO JAIL-(3)HSE BAB1020 20A 1P BREAKER
25924-APCA	03/25/91	WHITE SWAN, NORTH	\$576 55	\$576 55	CO JAIL-CUST#420711/ASSORTED FOODS
25925-APCA	03/25/91	WILLA STEGALL	\$200 00	\$40 00 \$160 00	D A-BAILIFF/MARCH 15'91(8hrs@ \$5 00ea) D CT-BAILIFF/MARCH 4, 5, 12, 13'91(32hrs@ \$5 00ea)

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 13

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
25926-APCA	03/25/91	WILLOUGHBY JUVENILE CENTER	\$450.00	\$450.00	JUV-PROB-CJD/RS-2/1-4/91&JH-2/1-5/91-DETENTION
25927-APCA	03/25/91	GREGG COUNTY SHERIFF OFFICE	\$30.00	\$30.00	CO CT-CAUSE#7014/RICKEY MOORE(CITATION, D-W KOLARIK, OK BAIL BONDS
Total for APCA - Accounts Payable Clearing Account			\$67,396.50		

VOL 36 PG 1042

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 14

Check #...	Date ..	Vendor	Check Amount	Invoice Amt	Invoice Descriptions....
401-FNB INS	03/20/91	FIRST NATIONAL BANK	\$80,000 00	\$80,000 00	CD#20106 PURCHASED@ 5% TO MATURE 4/3/91
9044-FNB INS	03/20/91	TRANSPORT LIFE INSURANCE	\$33,946 50	\$33,946 50	1ST BI-MONTHLY DRAFT FOR MARCH '91
Total for FNB INS - INSURANCE			\$113,946 50		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57

PG 1063  
VOL 116  
MAY 1991

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 15

Check #	Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
165	03/13/91	FIRST NATIONAL BANK	\$19,961.60	\$19,961.60	TRANSFER OF FUNDS FROM GNB TO FNB
Total for INS - INSURANCE			\$19,961.60		

FOOTING 15.00

NUMBER 0000

VOL 36 PG 1068

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

26 MAR 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 03/12/91 thru 03/25/91

PAGE 16

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74 PG	03/13/91	FIRST NATIONAL BANK OF OILMER	250.00	250.00	TRANSFERS OF FUNDS FROM ONB TO FNB
VCL Total for PG CLEARING ACCT/PAYROLL			250.00		
Grand Total			270,284.75		

County Judge, Everett Dean

*Gaddis Lindsey*  
Commissioner Pct #1, Gaddis Lindsey

*David Loyd*  
Commissioner Pct #3, David Loyd

*Tommy Stanley*  
Commissioner Pct #2, Tommy Stanley

*Tommy Esterton*  
Commissioner Pct #4, Tommy Esterton

FILED  
REX A. SNAW  
COUNTY CLERK  
91 MAR 26 PM 2:42  
UPSHUR COUNTY, TX  
DEPUTY

B U D G E T      A M E N D M E N T S

THE ATTACHED BUDGET AMENDMENTS WERE APPROVED IN COMMISSIONER'S COURT ON THE 25<sup>th</sup> DAY OF March 1991.

THESE AMENDMENTS ARE FOR THE FOLLOWING DEPARTMENTS:

SLO, 611, 612, 613, 401  
Sheriff pd1 pd2 pd3 CC

Everett Dean  
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER PCT.#1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER PCT.#2

David Loyd  
DAVID LOYD, COMMISSIONER PCT.#3

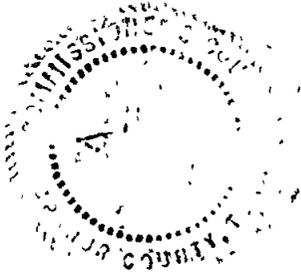
Tommy Eatherton  
TOMMY EATHERTON, COMMISSIONER PCT.#4

ATTEST:

Rex Shaw  
REX SHAW, COUNTY CLERK

BY \_\_\_\_\_  
DEPUTY

FILED  
REX A. SHAW  
COUNTY CLERK  
91 MAR 25 AM 10:45  
TARRANT COUNTY, TX



BUDGET ADMEDMENT

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:45

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	10	560	4480	500.00
TO:	10	560	3420	500.00

REASON:

\_\_\_\_\_  
DEPARTMENT HEAD

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

VOL 310 PG 1068

B U D G E T    A D M E D M E N T

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:45

UPSHUR COUNTY, TX.

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

BY \_\_\_\_\_  
DEPUTY

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	15	611	4480	500 00
			5675	5000 00
TO:	15	611	3230	20000
			Batteries	
			3440	300.00
			Repair parts	
			Vehicles	
			3200	5,000
			gas	

REASON:

-----  
DEPARTMENT HEAD

-----  
APPROVED COMMISSIONERS COURT

-----  
ATTEST COUNTY CLERK

FILED  
REX A. SHAW  
COUNTY CLERK

B U D G E T    A D M E D M E N T

DATE: 3-15-91

91 MAR 25 AM 10:45

UPSHUR COUNTY, TX.

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

BY \_\_\_\_\_  
DEPUTY

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

FUND	DEPT.	ACCT.	AMOUNT
FROM: 16	612	3600	15,2993 <del>15,0000</del>
TO: 16	612	3430	500 00
		3450	500 00
		3440	500 00
		5400	2993

REASON:

-----  
DEPARTMENT HEAD

-----  
APPROVED COMMISSIONERS COURT

-----  
ATTEST COUNTY CLERK

VOL 36 PG 1070

BUDGET ADMEDMENT

FILED  
REX A. SHAW  
COUNTY CLERK

91 MAR 25 AM 10:46

UPSHUR COUNTY, TX.

DATE: 3-14-91

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

BY \_\_\_\_\_ DEPUTY

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	17	613	Bridge acct	4,550.00
TO:	17	613	3240	1,000.00
			3335	1,000.00
	17		3380	500.00
			3420	500.00
REASON:			3430	500.00
			3440	500.00
			3450	500.00
			3010	50.00

David L. Loyd  
DEPARTMENT HEAD

-----  
APPROVED COMMISSIONERS COURT

-----  
ATTEST COUNTY CLERK

BUDGET ADME DMENT

*Not entered*

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	10	685	4495	5,000
TO:	10	401	3095	500 00
			4230	90 00
			4495	800 00
			4501	100 00
				100 00
REASON:			4505	50 00
			4600	
			5400	975
DEPARTMENT HEAD			3380	2385

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 21 MAR 25 AM 10:46  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

Vertical text on the left margin, possibly a reference or filing number.

Date: 3-25-91

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Joyce Morrison	Belmer
Jenny Hill	Belmer
Dona Huggo	Belmer
Buck Cross	Gilmer
Derald Johnson	Gilmer
Annie Miles	Gilmer
Bill Morrison	Belmer
Tom Slack	Tyler
Tom Mitchell	Gilmer
Brenda Bedgood	Gladeswater
	<p>FILED            REX A. SHAW            COUNTY CLERK</p>
	<p>91 MAR 25 AM 10:43</p>
	<p>LPSH. COUNTY, TX.</p>
	<p>BY _____            DEPUTY</p>