

FILED FOR RECORD: 10-18 19 84 at 10:30 o'clock A M  
DULY RECORDED: 10-23 19 84 at 9:00 o'clock A M  
INSTRUMENT NO. \_\_\_\_\_ GRACE BOSTICK, TYLER CO. CLK.  
BY: Dean Phillips Deputy  
DEAN PHILLIPS

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING

OCTOBER 12, 1984---10:00 A. M.

VOL 009 PAGE 774

A Special Meeting of the Commissioner's Court was held on Friday, October 12, 1984, at 10:00 A. M. All members being present except Commissioner James R. Jordan. The meeting was opened with prayer by Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve paying bills submitted by Randy Blanks, Director of Regional Planning and Services, Deep East Texas Council of Governments, concerning The Community Development Program; Bills submitted for approval were from Everett Griffith, Jr. & Associates, Inc., Trotti & Thomson, Contractors, Trotti & Thomson, Contractors, and Deep East Texas Council of Governments. All voted yes and none no. See Attached. Also, at the same time, a motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve paying of miscellaneous bills submitted by County Auditor Ann Fondren. All voted yes and none no. See Attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to approve the County Extension's Monthly report, as submitted by County Agent Clinton R. Currie. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve the Deputation of Maion King, newly hired Deputy for the Sheriff's Office, as requested by Sheriff Leon Fowler. All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve the bids received from Clemmons Insurance Agency, Woodville, Texas, for Liability Insurance coverage for Public Officials and Employees, and Law Enforcement Officers of Tyler County, also adding punitive damages to the bid for Law Enforcement Officers for an additional 10% added to the premium, as offered in the bid for Law Enforcement officers; with Mr. Morris Clemmons of Clemmons Insurance Agency to be notified of the addition. Bids received and information concerning each are as listed below:

1. Clemmons Insurance Agency, Woodville, Texas, liability coverage for Elected Officials and Employees, coverage in the amount of \$1000,000.00, with a deductible of \$1000.00 for one (1) year, cost per year in the amount of \$1842.00, coverage to be written through Republic Insurance Company.
2. Law Enforcement Officers, coverage of \$1000,000.00, with a deductible of \$500/1500, cost per year in the amount of \$4,666.00, plus the 10% additional premium for adding punitive damages; coverage to be written through Republic Insurance Company.

All voted yes and none no. See Attached.

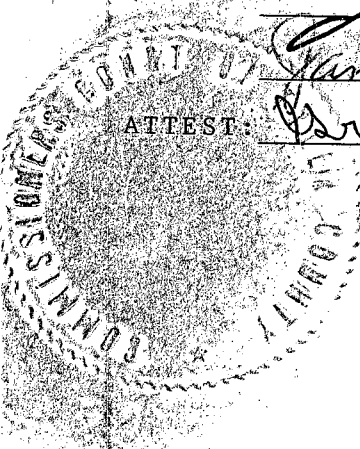
A motion was made by Commissioner Lowe and seconded by Commissioner Riley to approve alternate Election Judges for two (2) voting precincts, listed below:

- Box 18---Election Judge, John Smitley; Alternate Judge-Theo Parsons
- Box 8----Election Judge, Elmer R. Oates; Alternate Judge-Mrs. L.R.Weldon

All voted yes and none no. See Attached.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge  
Maxie L. Riley Maxie L. Riley, Comm. Pct. #1  
H. K. Lowe H. K. Lowe, Comm. Pct. #2  
Jerry Mahan Jerry Mahan, Comm. Pct. #3  
James R. Jordan James R. Jordan, Comm. Pct. #4  
ATTEST: Grace Bostick Grace Bostick, County Clerk



Special Meeting  
October 12, 1984

All Present except Com. Jordan  
Prayer by Judge Sturrock

(1) ✓ R  
L To pay Grotter & Thompson etc - Get copy of bills from Lynn

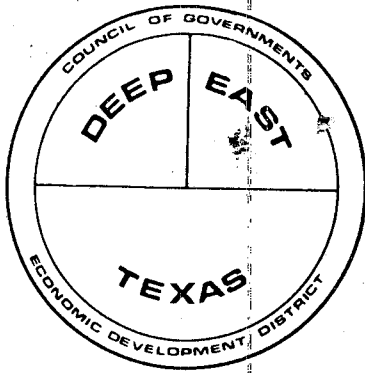
(2) ✓ R  
L approved other bills

(3) ✓ R  
L Approved

(5) ✓ R  
L Approved

(6) M.P. Bids on Liability Insurance for County Officials  
& Law Enforcement Officers With least amt of  
Deductible <sup>Law Enforcement</sup> 500.00 <sup>Officials</sup> 500.00  
carry punitive damages on sheets Second Punitive Damages  
Approved

(4) ✓ R  
L Box 18 - John Smith - Judge Theo Parsons  
Box 8 - Elmer Ray - Mrs. L.R. Weldon Alternate  
Approved.



DEEP EAST TEXAS VOL 009 PAGE 776  
COUNCIL OF GOVERNMENTS  
ECONOMIC DEVELOPMENT DISTRICT

P.O. Drawer 1170  
272 East Lamar Street  
Jasper, Texas 75951  
Phone (409) 384-5704

P.O. Box 1423  
118 S. First Street  
Lufkin, Texas 75901  
Phone (409) 634-2247

P.O. Box 661  
118 E. Hospital  
Nacogdoches, Texas 75961  
Phone (409) 569-0492

OCTOBER 11, 1984

MEMORANDUM

TO: Judge Allen Sturrock, Tyler County Judge  
Ms. Ann Fondren, Tyler County Auditor  
Mr. Austin Fuller, County Treasurer

FROM: Randy Blanks, Director of Regional Planning *r.b.*  
and Services

SUBJECT: APPROVAL AND PAYMENT OF BILLS RECEIVED FOR THE  
COMMUNITY DEVELOPMENT PROGRAM\_ TDCA CONTRACT #0061017083

The following bills should be submitted to the Commissioners Court  
for approval:

1	Everett Griffith, Jr. & Associates, Inc.	\$ 1,421.87
2	Trotti & Thomson (Balance from Estimate No. 2)	\$ 60,802.25
3	Trotti & Thomson	\$131,456.91
4	Deep East Texas Council of Governments	\$ 2,116.18

DETCOG Counties Served: Angelina • Houston • Jasper • Nacogdoches • Newton • Polk • Sabine • San Augustine •

San Jacinto • Shelby • Trinity • Tyler

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ENGINEERING **EGA** SURVEYING

Building Plans And Specifications Reproduced

EVERETT GRIFFITH, JR. & ASSOCIATES  
408 NORTH THIRD STREET  
P.O. BOX 1746  
LUFKIN, TEXAS 75901

Phone 634-5528

Tyler County  
100 Courthouse  
Woodville, Texas 75979

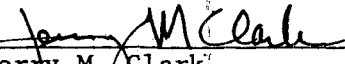
Attention: Honorable Allen Sturrock &  
Commissioners Court

Re: Road Project at Warren

For engineering services from July 1, 1984 through August 31, 1984.

\$1,421.87

Job No. 140120  
Please refer to this number when remitting payment

  
Jerry M. Clark  
Project Manager

cc: DETCOG, Mr. Randy Blanks ✓

RECEIVED

SEP 21 1984

LANDPOWER DIVISION

WORK PERFORMED BY:

PERIOD ENDING: July 31, 1984

TROTTE & THOMSON CO.  
A DIVISION OF APAC-TEXAS, INC.

PROJECT NO.: TDCA 00061017083

FOR: Job No. 2599- Tyler County, Texas

LOCATION: Tyler County Roads

Street and Bridge Improvements

COUNTY: Tyler

ESTIMATE NO.: 2

ITEM	UNIT	EST. QUANT.	WORK DONE	PRICE	AMOUNT
1. Grade and Reshape Ditches	STA	226	150	65.00	\$ 9,750.00
2. Scar Reshape Recp Exist Base	STA	220	150	95.50	14,325.00
3. Compact Iron Ore Base	CY	7293	5,380	9.50	51,110.00
4. Comp Select Fill	CY	2600	2,000	7.60	15,200.00
5. Prime Coat MC-30	SY	48264	34,650	.41	14,206.50
6. Surf Treat AC-10 (.25 GL/Sy)	SY	50813	16,000	.26	4,160.00
7. Surf Treat AC-10 (.30 GL/Sy)	SY	43890	1,200	.31	372.00
8. Aggr Gr 5:1 Cy/140 Sy	SY	50813	16,000	.27	4,320.00
9. Aggr Gr 4:1 Cy/100 Sy	SY	43890	1,200	.40	480.00
10. Hot Sand Base 1½" Thick	TON	467	467	51.00	23,817.00
11. Tack Coat RC-250 (.25 GL/Sy)	SY	5867	5,867	.01	58.67
12. 15" Glv Stl CMP Drwy Culvert	LF	528	528	12.50	6,600.00
13. 18" Glv Stl CMP Drwy Culvert	LF	270	270	16.50	4,455.00
14. 24" Glv Stl CMP Drwy Culvert	LF	10	10	18.00	180.00

ITEM	UNIT	EST QUANT.	WORK DONE	PRICE	AMOUNT
15" Glv Stl CMP Culv Ext.	LF	4	4	16.50	\$ 66.00
15" Alum CMP Culv	LF	24	24	22.00	528.00
18" Alum CMP Culv	LF	134	134	21.00	2,814.00
66" Alum CMP Culv	LF	90	90	94.00	8,460.00
Reinf Conc/Bridge Struct	CY	130	130	212.00	27,560.00
Drain Struct Alum Plate Arch	LS	100%	50%	43000.00	21,500.00
Flex BM GD Rail Refl	LF	225		14.00	
NO BID					
Channel Excav	CY	600	300	6.50	1,950.00
Seeding Erosion Cont	AC	14.5		390.00	
Trim Trees	STA	10.5	5	165.00	825.00
Clean Exist Drwy dwy Culv	STA	37		50.00	
Clear & Grub	AC	1.5	1	2800.00	2,800.00
elineators in Place	EA	56		30.00	
Traffic Signs	EA	29		200.00	
Install Drainage Swale	LF	75		5.00	
Improve Drainage Swale	LF	250		2.00	
Hot Mix Asph Conc 1/2" 2"	SY	3325		5.60	
4" Rip Rap 4" in Culv	CY	4.7		350.00	
4" Rip Rap 4" Bridge at Rd 2 Sta 88 + 18	CY	40		270.00	
4" Rip Rap 4" Bridge at Rd 8 Sta 19 + 54	CY	2		300.00	

ITEM	UNIT	EST QUANT.	WORK DONE	PRICE	AMOUNT
6. Conc Rip Rap 4" Bridge Struct Rd 8 Sta 20 + 54	CY	1.8		300.00	



o. 2599 - Tyler County, Texas  
Street and Bridge Improvements

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CONTRACT SUMMARY

Orig. Contract Amt.:	\$ 381,210.70	Work Performed To-Date	\$ 215,537.17
Contract Change Orders:		Material on Hand:	
Plus Additions	\$ _____	See attached Statements	\$ _____
Less Deductions	\$ _____	Net Amt. Earned To-Date	\$ 215,537.17
Adjusted Contract Amt.	\$ 381,210.70	Less 10% Retainage	\$ 21,553.72
		Total To Be Paid To-Date	\$ 193,983.45
		Less Previous Payment	\$ 33,181.20
		BALANCE DUE THIS ESTIMATE	\$ 160,802.25

SUBMITTED BY:

TROTTI & THOMSON COMPANY  
A DIVISION OF APAC-TEXAS, INC.

Recommended for Approval by:  
Everett Griffith, Jr. & Associates, Inc.  
Lufkin, Texas 75901

DATE: \_\_\_\_\_

*James M. Clark*  
Project Manager

DATE: 8/17/84

*25 new files @  
Tyler @  
8-20-84*

*Pre- to date:  
bug 1000 p.m.*



0.12.84

APAC-Texas, Inc. • Trotti Thomson Division • P.O. Box 70 • Beaumont, Texas 77704 • (713) 833-7411

WORK PERFORMED BY:

PERIOD ENDING: August 31, 1984

TROTTI & THOMSON CO.  
A DIVISION OF APAC-TEXAS, INC.

PROJECT NO.: TLCA 00061017083

FOR: Job No. 2599- Tyler County, Texas

LOCATION: Tyler County Roads

Street and Bridge Improvements

COUNTY: Tyler

ESTIMATE NO.: 3

ITEM	UNIT	EST. QUANT.	WORK DONE	PRICE	AMOUNT
1. Grade and Reshape Ditches	STA	226	200	65.00	\$13,000.00
2. Scar Reshape Recp Exist Base	STA	220	200	95.50	19,100.00
3. Compact Iron Ore Base	CY	7293	7,284	9.50	69,198.00
4. Comp Select Fill	CY	2600	2,562	7.60	19,471.20
5. Prime Coat MC-30	SY	48264	38,844	.41	15,926.04
6. Surf Treat AC-10 (.25 Gl/Sy)	SY	50813	41,393	.26	10,762.18
7. Surf Treat AC-10 (.30 Gl/Sy)	SY	43890	34,470	.31	10,685.70
8. Aggr Gr 5:1 Cy/140 Sy	SY	50813	41,393	.27	11,176.11
9. Aggr Gr 4:1 Cy/100 Sy	SY	43890	34,470	.40	13,788.00
10. Hot Sand Base 1 1/2" Thick	TON	467	467	51.00	23,817.00
11. Tack Coat RC-250 (.25 Gl/Sy)	SY	5867	5,867	.01	58.67
12. 15" Glv Stl CMP Drwy Culvert	LF	528	528	12.50	6,600.00
13. 18" Glv Stl CMP Drwy Culvert	LF	270	270	16.50	4,455.00
14. 24" Glv Stl CMP Drwy Culvert	LF	10	10	18.00	180.00

ITEM	UNIT	EST QUANT.	WORK DONE	PRICE	AMOUNT
15. 15" Glv Stl CMP Culv Ext.	LF	4	4	16.50	66.00
16. 15" Alum CMP Culv	LF	24	24	22.00	528.00
17. 18" Alum CMP Culv	LF	134	134	21.00	2,814.00
18. 66" Alum CMP Culv	LF	90	90	94.00	8,460.00
19. Reinf Conc/Bridge Struct	CY	130	130	212.00	27,560.00
20. Drain Struct Alum Plate Arch	LS	100%	100%	43000.00	43,000.00
21. Flex BM GD Rail Refl	LF	225		14.00	
22. NO BID					
23. Channel Excav	CY	600	600	6.50	3,900.00
24. Seeding Erosion Cont	AC	14.5		390.00	<u>1,950.00</u> 1,950.00
25. Trim Trees	STA	10.5	5	165.00	825.00
26. Clean Exist Drwvy Rdwy Culv	STA	37	37	50.00	1,850.00
27. Clear & Grub	AC	1.5	1.5	2800.00	4,200.00
28. Delineators in Place	EA	56		30.00	
29. Traffic Signs	EA	29		200.00	
30. Install Drainage Swale	LF	75	75	5.00	375.00
31. Improve Drainage Swale	LF	250	250	2.00	500.00
32. Hot Mix Asph Conc Pav 2"	SY	3325	3,325	5.60	18,620.00
33. Conc Rip Rap 4" Drain Culv	CY	4.7	4.7	350.00	1,645.00
34. Conc Rip Rap 4" Bridge Struct Rd 2 Sta 88 + 18	CY	40	40	270.00	10,800.00
35. Conc Rip Rap 4" Bridge Struct Rd 8 Sta 19 + 54	CY	2	2	300.00	600.00

ITEM	UNIT	EST QUANT.	WORK DONE	PRICE	AMOUNT
36. Conc Rip Rap 4" Bridge Struct Rd 8 Sta 20 + 54	CY	1.8	1.8	300.00	540.00

Street and Bridge Improvements

CONTRACT SUMMARY

Original Contract Amt.: \$ 381,210.70

Contract Change Orders:

Plus Additions \$ 1,130.00

Less Deductions \$ -0-

Adjusted Contract Amt. \$ 382,340.70

Work Performed To-Date \$ 344,500.90

Material on Hand:  
See attached Statements \$ -0-

Net Amt. Earned To-Date \$ 344,500.90

Less 10% Retainage <sup>up to</sup> <sub>50% of</sub> <sup>contract</sup> \$ 19,060.54

Total To Be Paid To-Date \$ 325,440.36

Less Previous Payment \$ 193,983.45

BALANCE DUE THIS ESTIMATE \$ 131,456.91

APPROVED BY:

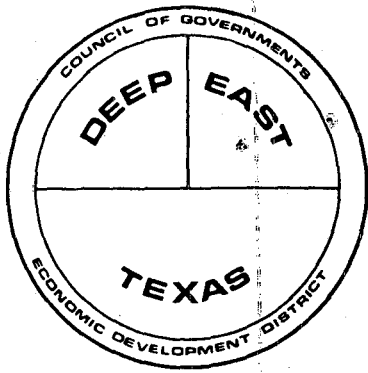
TTI & THOMSON COMPANY  
DIVISION OF APAC-TEXAS, INC.

Recommended for Approval by:  
Everett Griffith, Jr. & Associates, Inc.

D.W. Mackenroth  
D. W. Mackenroth  
DATE: 9-11-84

James M. Clark  
Project Manager  
DATE: 9/20/84

*Amend 9/21/84  
reluctant*



# DEEP EAST TEXAS COUNCIL OF GOVERNMENTS ECONOMIC DEVELOPMENT DISTRICT

P.O. Drawer 1170  
272 East Lamar Street  
Jasper, Texas 75951  
Phone (409) 384-5704

P.O. Box 1423  
118 S. First Street  
Lufkin, Texas 75901  
Phone (409) 634-2247

P.O. Box 661  
118 E. Hospital  
Nacogdoches, Texas 75961  
Phone (409) 569-0492

INVOICE TO TYLER COUNTY  
FOR  
COMMUNITY DEVELOPMENT ADMINISTRATIVE SERVICES  
JULY 1, 1984 - AUGUST 31, 1984

SALARIES.....	\$1,250.91
FRINGE.....	162.62
INDIRECT COSTS.....	494.73
TRAVEL-STAFF.....	207.92
	<hr/>
TOTAL	\$2,116.18

DETCOG Counties Served: Angelina • Houston • Jasper • Nacogdoches • Newton • Polk • Sabine • San Augustine •

San Jacinto • Shelby • Trinity • Tyler

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\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\*      REF. #      TOTAL POSTED

## GENERAL FUND

VOL 009 PAGE 787

## COMM. COURT APPROPRIATIONS

1040151	RURAL FIRE PROTECTION		
	WOODVILLE VOL. FIRE DEPT.	04877	125.00
	CHESTER VOL. FIRE DEPT.	04878	125.00
	COLMESNEIL VOL. FIRE DEPT	04879	125.00
	DAM B VOL. FIRE DEPT.	04880	125.00
	SPURGER VOL. FIRE DEPT.	04881	125.00
	WARREN VOL. FIRE DEPT.	04882	125.00
	FRED VOL. FIRE DEPARTMENT	04883	125.00
	IVANHOE VOL. FIRE DEPT.	04884	125.00
	WILDWOOD VOL. FIRE DEPT.	04885	125.00
1040178	BIRTH & DEATH REGISTRAR		
	BRASHER, WANDA J.	04886	50.00
	COUNTY CLERK		
1040212	TRAINING & EDUCATION		
	BOSTICK, GRACE	04887	70.30
	DISTRICT CLERK		
1040712	TRAINING & EDUCATION		
	BROWN, PATRICIA	04888	54.44
	JUSTICE-OF-PEACE, PCT. I		
1041111	CAR ALLOWANCE		
	BRASHER, WANDA J.	04889	157.50
	JUSTICE-OF-PEACE, PCT. II		
1041211	OFFICE & CAR ALLOWANCE		
	JAMES, GRADY	04890	157.50
	JUSTICE-OF-PEACE PCT. III		
1041311	OFFICE & CAR ALLOWANCE		
	DAVIS, JIMMY W.	04891	157.50
	JUSTICE-OF-PEACE, PCT. IV		
1041411	OFFICE & CAR ALLOWANCE		
	DRAKE, ROY C.	04892	157.50
	DIST. & CO. ATTORNEY		
1041910	INVESTIGATORS CAR ALLOWANCE		
	VARDEMAN, B.J.	04893	100.00
	COUNTY JUDGE		
1042111	CAR ALLOWANCE		
	STURROCK, JOHN ALLEN	04894	350.00

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

GENERAL FUND

COUNTY AUDITOR

VOL 009 PAGE 788

1042207 OFFICE SUPPLIES  
RILEY, MAXIE 04895 .00

1042212 TRAINING & EDUCATION  
JACK BENSON, CO. AUDITOR 04896 75.00  
SHERIFF DEPARTMENT

1042611 CAR ALLOWANCE & EXPENSE  
FOWLER, LEON 04897 400.00  
CONSTABLES

1042811 CAR ALLOWANCE  
YOUNG, JOHN 04898 150.00  
CLAMON, LYNN 04899 150.00  
CREWS, JAMES H. 04900 150.00  
GILCHRIST, ARTHUR G. 04901 150.00  
HEALTH & SANITATION

1043622 COUNTY HEALTH OFFICER  
GILCHRIST, JOHN Q., M.D. 04902 200.00

1043649 AID TO INDIGENTS  
FRANKS CONOCO STATION 04903 80.00  
COUNTY EXTENSION OFFICE

1043910 CAR ALLOWANCE-HOME  
MARQUISS, JAMIE 04904 125.00

1043911 CAR ALLOWANCE-FARM  
CURRIE, CLINTON 04905 125.00

TOTAL CREDIT TO A/P 3,984.74- REF. # 04906



10/11/84

GENERAL LEDGER DISTRIBUTION REGISTER

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

ROAD & BRIDGE I  
OPERATING EXPENSES

VOL 009 PAGE 789

2145136 TRUCK ALLOWANCE  
RILEY, MAXIE 04907 400.00

TOTAL CREDIT TO A/P 400.00- REF. # 04908

10/11/84

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 4

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ROAD & BRIDGE II  
OPERATING EXPENSES

VOL 009 PAGE 790

2245136 TRUCK ALLOWANCE  
LOWE, KENNETH                      04909              400.00

TOTAL CREDIT TO A/P              400.00-              REF. # 04910

10/11/84

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 5

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ROAD & BRIDGE III  
OPERATING EXPENSES

VOL 009 PAGE 791

2345136 TRUCK ALLOWANCE  
MAHAN, MICHAEL J. 04911 400.00

TOTAL CREDIT TO A/P 400.00- REF. # 04912

\*\*----- G.L. ACCT. # / DESCRIPTION -----\*\* REF. # TOTAL POSTED

ROAD & BRIDGE IV  
OPERATING EXPENSES

VOL 009 PAGE 792

2445136 TRUCK ALLOWANCE  
JORDAN, JAMES R. 04913 400.00

2445138 CONTRACT LABOR  
REDMAN, CARL 04914 400.00  
PHILLIPS, CLYDE 04915 200.00

TOTAL CREDIT\_TO A/P 1,000.00- REF. # 04916

10/11/84

GENERAL LEDGER DISTRIBUTION REGISTER

PAGE 7

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GENERAL REVENUE SHARING  
CULTURE & RECREATION:

VOL 009 PAGE 793

3047223 ALLEN SHIVERS LIBRARY  
ALLEN SHIVERS LIBRARY 04917 4000.00

TOTAL CREDIT TO A/P 4,000.00- REF. # 04918

STECK

# DEPUTATION

VOL 009 PAGE 794

THE STATE OF TEXAS

COUNTY OF TYLER

I, LEON FOWLER

SHERIFF

of the County of TYLER

and State of Texas, having full

confidence in MAION KING

of said County and State, do hereby, with the

consent of the Commissioners' Court of TYLER

County, Texas, nominate and

appoint h IM, the said MAION KING

my true and lawful deputy, in my

name, place and stead, to do and perform any and all acts and things pertaining to the office of said

TYLER COUNTY SHERIFF'S DEPARTMENT

of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 8th day of OCTOBER A. D. 1984

*Leon Fowler*

SHERIFF

of TYLER

County, Texas.

THE STATE OF TEXAS

COUNTY OF TYLER

.. Before Me, the undersigned authority, in and for

TYLER

County, Texas, on this day personally appeared

LEON FOWLER, SHERIFF OF TYLER COUNTY

known to me

to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at WOODVILLE

, Texas, this 8th day

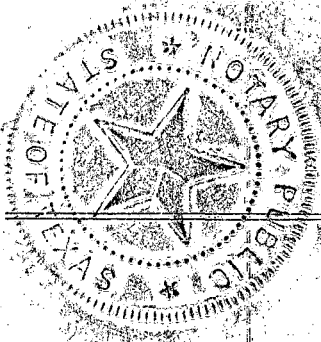
of OCTOBER

A. D. 1984

*Debra Hailer*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMMISSION EXPIRES: 9-19-87



## OATH OF OFFICE

I, MAION KING

, do solemnly swear (or affirm), that I will

faithfully excute the duties of the office of DEPUTY SHERIFF of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

*Maion Lee King*

Subscribed and sworn to before me, this

8th

day of OCTOBER

A. D. 1984

*Pat Hardy*

*County Attorney*

\*NOTE: It is understood that in taking the Official Oath by officers in appointive positions, this phrase implies "appointment" rather than "election."

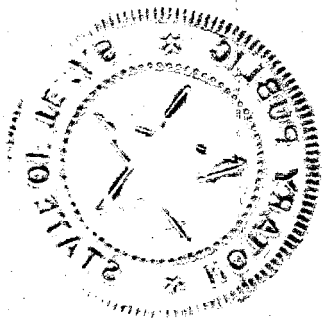
ORDER AUTHORIZING APPOINTMENT OF DEPUTY

VOL 009 PAGE 795

In Commissioners' Court of Tyler County, Texas.

Upon application duly presented, it is ordered by the Court that Leon Fowler, Sheriff of Tyler County, Texas, be and he is hereby authorized to appoint and deputize a Deputy Sheriff for the Sheriff's said office. Said appointment to date from the 8th day of October 19 84, and to continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed at the sum of \$XX Dollars, payable solely from the fees of said office.

Entered 12th day of October 19 84. Recorded in Minute Book 9 Page 774.



565	NO. _____	DEPUTATION	OF	Maion King	Filed for record the 18th day of	October	A. D. 1984 at 10:30	o'clock	A. M., and recorded 23rd	day of	October	A. D. 1984,	in Book	9	page	774	of the records	of deputations of	Tyler	County.	GRACE BOSTICK	Clerk County Court	Tyler	County, Texas.	By _____,	Deputy.
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101

# Clemmons Insurance Agency

MORRIS C. CLEMMONS, JR., AGENT

VOL 009 PAGE 796

October 10, 1984

County Judge Allen Sturrock  
Tyler County Courthouse  
Woodville, Texas

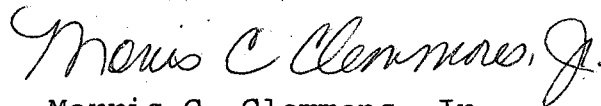
RE: Bid on Law Enforcement Officers Liability  
\$1,000,000.00 Coverage

Dear Judge Sturrock:

I would like to submit to the Commissioners Court my bid for the Law Enforcement Officers Liability. With coverage of \$1,000,000.00 and a \$500./\$1500. deductible the premium for one year will be \$4,940.00. With coverage of \$1,000,000.00 and a \$1000./\$3000. deductible the premium for one year will be \$4,666.00. With coverage of \$1,000,000.00 and a \$2000./\$6000. deductible the one year premium will be \$4,391.00. You can get Punitive Damages for a 10% additional premium. The coverage will be written through Republic Insurance Company.

I will be happy to meet with you and the Commissioners Court at your convenience to answer any questions you might have concerning these coverages. I appreciate this opportunity to be of service.

Yours truly,



Morris C. Clemmons, Jr.

MCC/jw



Morris Clemmons, Jr.

INSURANCE-REAL ESTATE-APPRAISALS  
102 SO. CHARLTON ST.  
WOODVILLE, TEXAS 75979-5295

VOL. 009 PAGE 797

NO. \_\_\_\_\_ TIME: 8:45 <sup>PM</sup>

OCT 11 1984

GRACE BOSTICK, COUNTY CLERK  
COMMISSIONER COUNTY, TEXAS

BY: *Donna Guyton*

COUNTY JUDGE ALLEN STURROCK

Insurance Bid: Law Enforcement Officers Liability



## CRAVENS, DARGAN &amp; COMPANY

1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77251 • (713) 525-6100 • TEXAS WATS # 1-800-392-4901

## CASUALTY DIVISION

DATE September 11, 1984AGENT Clemons Ins. Agency  
102 South Charlton St.  
Woodville, Tx 75979-5295ATTENTION: Joyce WilsonSUBJECT: Tyler County Sheriff's Dept.FORM OF COVERAGE: Law Enforcement Officers LiabilityLIMITS: 1MM/1MM with 500/1500 ded. 4,940.  
1MM/1MM with 1000/3000 ded. 4,666.  
1MM/1mm with 2000/6000 ded. 4,391.

PREMIUM:

SEP. 12 1984

POLICY FEE: -0- STATE TAX: -0-

TERMS/CONDITIONS:

Speciment policy attached.

We can offer Punitive Damages for a 10% additional premium.

AGENT'S COMMISSION: 10 COMPANY: Republic Insurance Company

REMARKS: Please advise if coverage is desired.

THIS QUOTATION SHALL EXPIRE IN <sup>60</sup>90 DAYS AND IS FIRMBY : SARAH RIDGE  
SURPLUS LINES DEPARTMENT

S/L 125

NOTE: THE COMPANIES WE REPRESENT DO NOT  
ALLOW US TO BACK DATE COVERAGE.  
REQUESTS FOR BINDERS MUST BE RECEIVED  
PRIOR TO THE EFFECTIVE DATE DESIRED.

# LAW ENFORCEMENT PROFESSIONAL LIABILITY INSURANCE

REPUBLIC INSURANCE GROUP  
2727 Turtle Creek Blvd., Dallas, Texas 75219

- REPUBLIC INSURANCE COMPANY
- VANGUARD INSURANCE COMPANY
- REPUBLIC UNDERWRITERS INSURANCE COMPANY
- VANGUARD UNDERWRITERS INSURANCE COMPANY
- BLUE RIDGE INSURANCE COMPANY

EACH A CAPITAL STOCK COMPANY

## LAW ENFORCEMENT PROFESSIONAL LIABILITY INSURANCE INSURING AGREEMENT

### I. COVERAGE:

The Company will pay, on behalf of the Insured, subject to the deductible provision contained herein, all sums which the Insured shall become legally obligated to pay as damages by reason of errors, omissions or negligent acts arising out of the performance of the Insured's official duties as a public employee, law enforcement official or officer in regular course of public employment as hereinafter defined, arising solely out of the following perils:

- A. Personal Injury (as hereinafter defined) including False Arrest, False Imprisonment, Unlawful Detention, Improper Service of Process, Malicious Prosecution, Defamation, Libel, Slander, Violation of Right of Privacy or Occupancy.
- B. Bodily Injury (as hereinafter defined) including Assault and/or Battery.
- C. Property Damage (as hereinafter defined) including but not limited to damage to tangible property under the care, custody and control of the law enforcement department.
- D. Rendering of Emergency First Aid Treatment (as hereinafter defined).

Caused by an occurrence (as hereinafter defined) and involving an Error, Omission or Negligent Act occurring during the Policy Period (as hereinafter defined) the said indemnity obligation of the Company includes but is not limited to 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.

### II. DEFENSE:

Subject to III Limits of Liability and IV Deductible, the Company will defend any such claim or suit arising out of the perils enumerated above brought against the Insured, alleging such error, omission or negligent act and seeking damages on account thereof, even if a suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation and negotiation of any claim or suit as may be deemed expedient by the Company. In addition such defense and claims expense provided to the Insured shall include:

- A. representation at any inquest, criminal proceedings against an Insured, or any similar hearings or proceedings as respects the perils enumerated above, and
- B. in the event of a criminal conviction in the initial proceeding, and as respects the perils enumerated above, the Insured shall be entitled to an appeal under this Policy to the next higher tribunal at the Company's expense.

Provided ALWAYS THAT in the event a criminal action or proceeding is defended in accordance with A and B above at the expense of the Company, which shall result in the conviction of an Insured, the Company shall be entitled to reimbursement from the Insured who was so convicted for any investigation, cost or expense incurred by the Company.

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 limits of liability. All claims expenses shall first be subtracted from the limits of liability, with the remainder, if any, being the amount available to pay damages. Premiums for judicial bonds for appeals or otherwise shall be deemed claims expenses but the Company shall have no obligation to furnish any such bonds.

### III. LIMITS OF LIABILITY:

Regardless of the number of:

- A. Named Insureds under this Policy; or
- B. Persons or organizations who sustain damages payable under this Policy; or
- C. Claims made or suits brought on account of insurance afforded by this Policy,

The Company's liability shall in no event exceed the amount stated in the Declarations.

- 1. In respect of any one claimant, for any one incident, including claims expenses;
- 2. In respect of any one incident involving more than one claimant, subject to the aforesaid limits in respect of any one claimant for any one incident, including claims expenses; and
- 3. Subject to the limits as stated in A and B hereof, the total limit of the Company's liability for all incidents, regardless of the number of Insureds involved, occurring during the Policy Period in accordance with the terms hereof, and for which coverage is afforded hereunder, shall not exceed the amount stated in the Declarations as annual aggregate including claims expenses as defined herein.

### IV. DEDUCTIBLE:

The deductible amount stated in the Declarations as deductible (A) shall be applicable to each claim involving each Insured and shall include loss payments and claims expenses as hereinafter defined, whether or not loss payment is made. In no event however, regardless of the number of Insureds involved, shall the deductible amount applicable to each claim or incident be greater than the 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 determination by the Company as to the reasonableness of the claims expenses shall be conclusive on the Named Insured and the Public Entity.

### V. EXCLUSIONS:

This Policy 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, except that if a suit shall have been brought against the Insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action without liability, however, for such punitive or exemplary damages.
- C. To claims arising out of or contributed to by fraud, dishonesty, or criminal act of any Insured; however, notwithstanding the foregoing, the Insureds shall be defended under the terms of this Policy, as to any claims made against them by reason of alleged fraud or dishonesty or criminal act on the part of any Insureds, unless a judgment or other final adjudication thereof, adverse to such other Insureds shall establish that such acts of active or deliberate dishonesty, fraud or criminal act committed by such Insureds was material to the cause of action so adjudicated;

- D. To liability assumed by the Insured under any contract or agreement, except mutual law enforcement assistance agreements between political subdivisions.
- E. To claims arising out of the performance of acts, services and/or duties other than in furtherance of the law enforcement pursuits of the police departments of the municipal, county or state governmental body named in the Declarations.
- F. To any obligation for which any Insured, or any carrier as his insurer, may be held liable under any Workman's Compensation Act, Employer's Liability Law, Unemployment Compensation Law, Disability Benefits Law or any similar law.
- G. To claims for personal or bodily injury (including death) to or of any individual Insured or any employee of the Insured arising out of and in the course of his employment by the Insured.
- H. For the acts of any Insured while engaged in any form of health care or ambulance services, except for "first aid" as specifically defined and limited herein.

## VI. DEFINITIONS:

- A. Insured - the term Insured under this policy shall be deemed to mean and to include
  - 1. The Law Enforcement department of the municipal, county or state governmental body, as set forth in the Declarations of this Policy.
  - 2. The individual law enforcement officers or other employees of such department as are regularly employed in the law enforcement duties or control, but only in furtherance of the official pursuits of the law enforcement department set forth in the Declarations of this Policy.
  - 3. The political entity or subdivision of which the Insured Law Enforcement department is a part, department or bureau, and public officials thereof, but only with respect to the claims made against such Public Entity or such public officials thereof solely by reason of the activities of the duly constituted Law Enforcement department described and set forth in the Declarations, or of the Law Enforcement officers thereof and only with respect to their activities while in furtherance of the pursuits of the Insured Law Enforcement department.
  - 4. Such other persons, parties or entities as are designated as an "Additional Insured" pursuant to any Amendatory Endorsement to this Policy, at inception or at any time following inception and prior to termination or cancellation, it being agreed by all Insureds pursuant to paragraphs 1, 2 and 3 immediately hereinabove that such Additional Insured(s) shall be afforded the protection of this Policy and have such rights as exist in favor of those Insureds described in paragraphs 1, 2 and 3 immediately hereinabove.
- B. Public Employment - the term Public Employment, whenever used in this Policy, shall be deemed to mean employment of such municipal officers named in the Declarations by the Law Enforcement departments of a municipal, county or state governmental body.
- C. Bodily Injury - as used herein means physical injury to any person (including death) and any mental anguish or mental suffering associated with or arising from such physical injury.
- D. Personal Injury as used herein means:
  - 1. False arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation.
  - 2. Libel, slander, defamation of character, invasion of rights or privacy, discrimination, or violation of Civil rights or assault and battery.
  - 3. Erroneous service of civil process or papers.

4. Bodily Injury as hereinabove defined.
- E. Property Damage as used herein means:
1. Physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or
  2. Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused during the Policy Period.
- F. Occurrence - the term "Occurrence" wherever used herein shall mean a happening or event, including continuous or repeated exposure to such conditions insured hereon which results in such damage insured hereunder, neither expected nor intended, during the Policy Period. All such exposure to substantially the same general conditions shall be deemed one occurrence.
- G. Incident - the term "Incident" as used in this Policy is agreed to mean the initial error, omission or negligent act constituting an insured peril under the terms and conditions of this Policy, which error, omission or negligent act can be fixed as to time and place, any subsequent errors, omissions or negligent acts constituting insured perils under the Policy which relate, directly or indirectly, or which arise or flow, directly or indirectly, from such initial error, omission or negligent act, it is specifically agreed that all such errors, omissions or negligent acts, comprising perils insured pursuant to the terms and conditions of this Policy, or any combination of them, shall be deemed to constitute one "incident" as such term is used in this Policy.
- H. Claim - the unqualified word Claim, whenever used in this Policy means a demand received by the Insured for money or services including the service of suit or institution of arbitration proceedings or administrative proceedings against the Insured.
- I. Claims Expenses - the term "Claims Expenses" means:
1. Fees charged by an attorney designated by the Company; and
  2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company; and
  3. Fees charged by any attorney designated by the Insured with the written consent of the Company.
- However, "Claims Expenses" does not include salary charges of regular employees or officials of the Company.
- J. Damages - the word "Damages" whenever used in this Policy means Compensatory Damages only and does not include Punitive Damages, fines or penalties.
- K. First Aid - the words "First Aid" as used within this Policy shall be limited only to the rendering of emergency medical treatment at the time of an accident, and only when other licensed medical professional care is immediately unavailable.

#### VII. CONDITIONS:

- A. Payments - If circumstances should occur wherein any Insured shall be determined to be legally liable to one or more persons in a sum in excess of the limit of liability of the Company, or in such manner as to render one or more Insureds liable in excess of the limits of liability of the Company, then the Company 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 Insureds against whom a verdict or judgment was entered in proportion to the amount of the judgment against each Insured. The payment by the Company of sums in proportions equal to the amount of the judgments entered as against all Insureds shall be deemed to constitute full and final payment by the Company of all of its obligations to all Insureds, and in no event shall the Company be liable for more than the agreed limits of liability.
- B. Assistance and Co-operation of the Insured - The Insured shall assist and cooperate with the Company

and upon the request of the Company, or its authorized representatives, shall submit to examination and interrogation by a representative of the Company, under oath if requested, and shall attend hearings, depositions and trials and shall assist in effecting settlement 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 Company's representatives and meeting with such representatives for the purposes of investigation and/or defense, without charge to the Company. The Insured shall not, except at its or his 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 Company first obtained.

Each Insured agrees to co-operate with the Company in the prosecuting of such claims, suits, indemnity actions, cross-claims, cross-complaints and/or counterclaims as the Company, in its sole discretion, shall deem to be appropriate with respect to any claim or suit brought against any Insured to which the Policy attaches and each Insured 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.

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

Nothing contained in this Policy shall give the Insured or any person, firm, corporation or organization any right to join the Company as a party in any action or proceeding against the Insured to determine the Insured's liability.

In no event shall any action be maintained against the Company by the Insured or any other person unless brought within twelve months after the right of action accrues as herein provided.

- D. **Subrogation** - In the event of any claim under this Policy, the Company shall be subrogated to all of the Insured's rights of indemnity or recovery therefor, against any person, firm, corporation or organization, and the Insured 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, to prejudice such rights. The Company shall be entitled, if they so desire, to take over and conduct in the name of the Insured, the defense or settlement of any claim or action and to prosecute in the Insured's name for their own benefit any claim to which they are subrogated hereby against any third party.
- E. **Insolvency or Bankruptcy of the Insured** - The insolvency of the Insured or of his estate shall not release the Company from any of its obligations hereunder. In case execution against the Insured on any final judgment covered by this Policy shall be returned "unsatisfied" by reason of such insolvency or bankruptcy, then an action may be maintained by the claimant or his or her personal representative against the Company on this Policy, in the same manner and to the extent as the Insured, but not in excess of the limits of liability expressed herein.
- F. **Cancellation** - This Policy may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance to the Company. This Policy may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured by registered, certified or other first class mail, at the Insured's address as shown in the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice. If this Policy shall be cancelled by the Insured, the Company shall retain the customary short rate proportion of any minimum premium stipulated herein whichever is the greater. If this Policy shall be cancelled by or on behalf of the Company, the Company shall retain the pro-rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum

period of limitation permitted by such law.

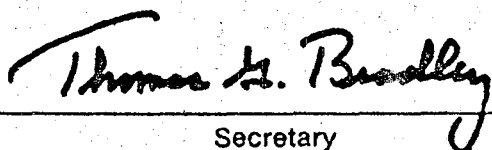
- G. Compliance with Conditions - Compliance by the Insured with all terms and conditions of this Policy is a condition precedent to the liability of the Company hereunder. If the Insured shall breach any warranty or condition of this Policy there shall be no coverage hereunder as to the particular claim or action in connection with such breach occurred.
- H. Other Insurance - If there is other insurance against any incident, loss or claim for which coverage is afforded under this Policy, the coverage provided under this Policy shall be deemed to be excess over and above the applicable limits of all such other insurance.
- I. Delivery of this Policy - Delivery of this Policy to the Named Insured shall be deemed delivered to each individual Insured. The Named Insured is authorized by each individual Insured to give and receive all notices on his behalf as provided for under the terms and conditions of this Policy.
- J. Notice of Claim - The Insured, upon notice of any claim or of an incident likely to give rise to a claim here under, shall give as soon as practicable written notice thereof to the person or persons specified for the purpose in the Declarations, who are hereby authorized to investigate any claim or incident on behalf of the Company.
- K. 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 Policy or stop the Company from asserting any right under the terms of this insurance, nor shall the terms of this Policy be waived or changed except by a written endorsement issued with the written consent of the Company to form a part of this insurance.
- L. Service of Suit Clause - It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon at the request of the Insured will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

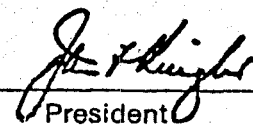
It is further agreed that service of process in such suit may be made upon the person or persons specified for the purpose in the Declarations and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned are authorized and directed to accept service of process on behalf of the Company in any such suit and or upon the request of the Insured to give written undertaking to the Insured that they will enter a general appearance on the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any suit, territory or district of the United States which makes provisions thereof, the Company hereon designates the Superintendent, Commissioner or Director of Insurance as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured, or any beneficiary hereunder, arising out of the contract of insurance and hereby designates the above mentioned as the person or persons to whom the said officers authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly Authorized Representative of the Company.

  
Secretary

  
President



# Clemmons Insurance Agency

MORRIS C. CLEMMONS, JR., AGENT

VOL 009 PAGE 805

October 10, 1984

County Judge Allen Sturrock  
Tyler County Courthouse  
Woodville, Texas

RE: Bid on Public Officials and Employees Liability  
\$1,000,000.00 Coverage

Dear Judge Sturrock:

I would like to submit to the Commissioners Court my bid for Public Officials and Employees Liability. The premium bid of \$1,842.00 will have coverage limits of \$1,000,000.00 with a \$1,000.00 deductible for a one year term. The coverage will be written through Republic Insurance Company.

I will be happy to meet with you and the Commissioners Court at your convenience to answer any question you might have concerning these coverages. I appreciate this opportunity to be of service.

Yours truly,

  
Morris C. Clemmons, Jr.

MCC/jw

*Morris Clemmons, Jr.*

INSURANCE-REAL ESTATE-APPRAISALS  
102 SO. CHARLTON ST.  
WOODVILLE, TEXAS 75979-5295

VOL 009 PAGE 806

NO. \_\_\_\_\_ TIME: *8:45 PM*

OCT 11 1984

BY GRACE BOSTICK, COUNTY CLERK  
FOR COUNTY TEXAS

BY *Dennis Dwyer*

COUNTY JUDGE ALLEN STURROCK

Insurance Bid: Public Officials and Employees Liability



## CRAVENS, DARGAN &amp; COMPANY

1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77251 • (713) 525-6100 • TEXAS WATS # 1-800-392-4901

## CASUALTY DIVISION

DATE September 11, 1984AGENT Clemmons Ins. Agency  
102 South Charlton St.  
Woodville, Tx. 75979-5295ATTENTION: Joyce WilsonSUBJECT: Tyler County CourthouseFORM OF COVERAGE: Public Officials and Employees LiabilityLIMITS: 1,000,000. 1,000 ded.PREMIUM: 1,842.00POLICY FEE: -0- STATE TAX: -0-

TERMS/CONDITIONS:

specimen policy attached.

SEP. 12 1984

AGENT'S COMMISSION: 10 COMPANY: Republic Insurance CompanyREMARKS: Plase advise if coverage is desired.THIS QUOTATION SHALL EXPIRE IN 60 ~~30~~ DAYS AND IS FIRM.BY : SARAH RIDGE  
SURPLUS LINES DEPARTMENTNOTE: THE COMPANIES WE REPRESENT DO NOT  
ALLOW US TO BACK DATE COVERAGE.  
REQUESTS FOR BINDERS MUST BE RECEIVED  
PRIOR TO THE EFFECTIVE DATE DESIRED.

S/L 125

# PUBLIC OFFICIAL LIABILITY INSURANCE

REPUBLIC INSURANCE GROUP  
2727 Turtle Creek Blvd., Dallas, Texas 75219

- REPUBLIC INSURANCE COMPANY
- VANGUARD INSURANCE COMPANY
- REPUBLIC UNDERWRITERS INSURANCE COMPANY
- VANGUARD UNDERWRITERS INSURANCE COMPANY
- BLUE RIDGE INSURANCE COMPANY

EACH A CAPITAL STOCK COMPANY

## PUBLIC OFFICIAL LIABILITY INSURANCE (Claims Made Basis)

Except to such extent as may otherwise be provided herein, the coverage of this Policy is limited generally to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED WHILE THE POLICY IS IN FORCE. Please review the Policy carefully and discuss the coverage thereunder with your insurance agent or broker.

In consideration of the payment of the premium and subject to all of the terms, covenants, conditions, exclusions and limitations of this Policy, the Company agrees as follows:

### I. INSURING AGREEMENT AND CLAIMS MADE CLAUSE

- A. With the Insureds that if, during the policy period, any claim or claims are first made against the Insureds, individually or collectively, for a Wrongful Act, the Company will pay on behalf of, in accordance with the terms of this policy, the Insureds, or any of them, their Executors, Administrators or Assigns for all loss incurred by said Insureds or any of them by reason of any Wrongful Act as hereinafter defined.
- B. With the Public Entity that if, during the policy period, any claim or claims are first made against the Insureds, individually or collectively for a Wrongful Act, the Company will pay on behalf of, in accordance with the terms of this policy, the Public Entity for all loss for which the Public Entity may be required or permitted by law to indemnify such Insureds.
- C. With the Public Entity that if, during the policy period, any claim or claims are first made against it as a result of any Wrongful Act, the Company will pay on behalf of, in accordance with the terms of this policy, all loss incurred by the Public Entity by reason of any Wrongful Act, as hereinafter defined.

PROVIDED ALWAYS THAT claim is first made during the policy period and the Wrongful Act happens

- 1. During the policy period; or
- 2. prior to the policy period provided that prior to the effective date of this policy
  - (a) The Insured did not give notice to any prior insurer of such Wrongful Act, error or omission, and
  - (b) The Insured had no knowledge of such Wrongful Act, error or omission likely to give rise to a "Claim" hereunder

Further, the Company shall have the right and duty to defend any suit against the insured seeking damages in account of such Wrongful Act, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or to defend any suit after the limits of the Company's liability have been exhausted by payment of loss (as defined) including claims expenses as defined herein, as well as amounts paid in settlement or satisfaction of claims, judgments or awards are subject to the applicable limits of liability.

All claims expenses shall first be subtracted from the limits of liability, with the remainder, if any, being the amount available to pay damages. Premiums for judicial bonds for appeals or otherwise shall be deemed claims expenses but the Company shall have no obligation to furnish any such bonds.

In addition to such defense afforded to said insured officials and/or employees above the Company agrees to defend claims, demands or actions seeking provisional remedies, relief or redress in form other than for money damages solely against such officials and/or employees provided said claims are based upon Wrongful Acts which are otherwise insured by this policy.

## II. 1. EXTENSIONS

This policy shall also apply to claims first made during the Policy Period against former officials or employees, their executors, administrators or assigns, provided said claims are otherwise insured hereunder.

## 2. OPTION TO EXTEND CLAIMS REPORTING PERIOD

If the Named Insured does not renew this Policy after complying with all the terms and conditions thereof, including the payment of all premiums and/or deductibles when due, or if the Company shall cancel or refuse to renew this Policy for reasons other than the Named Insured's non-payment of premiums and/or deductibles or non-compliance with the terms and conditions of this Policy, then the Named Insured upon payment of an additional premium as set forth herein shall have the option to extend the insurance afforded by this Policy, subject otherwise to its terms, limits of liability, exclusions and conditions, to apply to claims first made against the Insured during (a) 12 months, (b) 24 months, or (c) 36 months, as elected by the Named Insured following immediately upon the effective date of such termination, **but only by reason of any act, error or omission committed during the policy period or any renewal before such applicable termination or expiration date and is otherwise covered under this insurance.**

The extension of coverage for claims made subsequent to termination of the Policy 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 Company for an increase in premium or deductible, or both, shall not be deemed a refusal to renew this Policy.

The premium for the Optional Extension Period elected by the Named Insured shall be (a) 75 percent for 12 months, (b) 125 percent for 24 months, or (c) 150 percent for 36 months of the full annual premium for this Policy.

As a condition precedent to the Insured's right to purchase the **Extended Discovery Period** coverage, the Insured must tender payment of all premiums due for the preceding period of coverage. The Insured's right to purchase the **Extended Discovery Period** coverage must be exercised by notice in writing not later than thirty days after the cancellation or termination date of this policy. Any exercise of the **Extended Discovery Period** shall be deemed void at inception if the premium is not paid within 10 days of receipt of an invoice. If such notice and premium tender is not so given, the Insured shall not at a later date be able to exercise such rights.

At the commencement of any Optional Extension Period, the entire premium therefor shall be deemed earned, and in the event the insured terminates the Optional Extension Period before its term for any reason, the Company shall not be liable to return to the insured any portion of the premium for the Optional Extension Period.

## III. DEFINITIONS

1. "Public Entity" shall mean the City, Town, Village, Governmental Body or Administrative Department or agency named and defined in Item A of the Declarations as legally constituted at the inception of the policy.
2. "Insured" shall mean the Public Entity named in Item A of the Declarations and those persons who were, now or shall be duly elected or appointed officials or members or employees of the Public Entity or of commissions, boards or other units operating by and under the jurisdiction of the Public Entity and within an apportionment of the total operating budget of the Public Entity indicated in the proposal form. "Insured" shall not include any of the following boards, commissions, authorities, units or administrative departments or agencies or individual member thereof or employees thereunder unless specifically endorsed hereon: 1. school; 2. airport; 3. nursing home or other medical care facility; 4. municipally owned gas or electric utility.

3. "Wrongful Act" shall mean any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, and non-feasance by the insureds in their official capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in one or more of the official capacities under the definition of Insured.
- "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 providing coverage is otherwise afforded hereunder for said Wrongful Act.
4. Loss shall mean:
- Such amounts (in no event exceeding the limit of liability for each loss or the maximum annual aggregate as set forth in Item "C" of the Declarations) which the Insureds are legally obligated to pay, arising out of a "Wrongful Act" as herein defined for claim or claims made against such Insureds, including damages, judgment, settlements, costs, costs of investigation and defense of legal actions or proceedings and appeals therefrom, premiums on bonds to release attachments or similar bonds, but without any obligation on the part of the Company to apply for or furnish any such bonds; however, the salaries of any Insureds are hereby excluded from the foregoing.
  - Such defined loss shall in no event include fines or penalties, 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 Insured.
5. "Policy Period" shall mean that period specified in Item B of the Declarations to this Policy, or earlier termination date, if any, provided always, however, that if said Policy Period specified in Item B of the Declarations is greater than one year, the limits of liability for each and every loss and for the maximum annual aggregate liability, as stated in Item C of the Declarations, shall be applicable only to claim or claims first made against the Insured during each policy year.
6. Official Capacity shall mean only those functions and responsibilities that come within the scope of an Insured's employment.
7. Claims Expenses. The term Claims Expenses means:
- Fees charged by any attorney designated by the Company to defend the Insured; and
  - Fees charged by any attorney designated by the Insured with the written consent of the Company; and
  - All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company. However, "Claims Expenses" does not include salary charges of regular employees or officials of the Company.
8. The unqualified word "Claim" whenever used in this policy means a demand received by the Insured for money or services, including the service of a notice of claim, service of suit or institution of arbitration proceedings against the Insured.

#### IV. EXCLUSIONS

- The Company shall not be liable to make any payment in connection with any claim made against the Insureds.
  - based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled including remuneration paid in violation of law as determined by the Courts;
  - brought about or contributed to by fraud, dishonesty or criminal act of any Insured; however, notwithstanding the foregoing, the Insureds shall be defended under the terms of this policy, as to any claims made against them by reason of any alleged fraud or dishonesty or criminal act on the part of any Insureds, unless a judgment or other final adjudication thereof adverse to such Insureds shall establish that acts of active or deliberate dishonesty, fraud or criminal act committed by such Insureds was material to the cause of action so adjudicated;
  - which is insured by another valid policy or policies, or which shall be deemed uninsurable under the law pursuant to which this Policy shall be construed;

- (d) for any damages whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, mental anguish, disease or death of any person, or for damages to, direct, indirect or consequential or destruction of any tangible property including loss thereof;
- (e) for false arrest, libel, slander, defamation, invasion of privacy, wrongful eviction, assault or battery;
- (f) based upon or attributable to the rendering 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 Insureds were engaged in any activity for which they received compensation from any source other than the Public Entity named in Item A of the Declarations or were gratuitously engaged other than by specific direction of the Public Entity named in Item A of the Declarations;
- (g) arising out of the discharge, 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; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (h) for which the Insureds are entitled to indemnity and/or payment by reason of having given notice of any circumstances which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this Policy;
- (i) for any claims arising out of willful misappropriation of funds, embezzlement or infidelity or arising out of the Insureds acting in a fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan;
- (j) for any damages arising from inverse condemnation, adverse possession or dedication by adverse use;

#### V. LIMITS OF LIABILITY

- (a) The Company will be liable to pay each and every loss hereunder which shall include all costs, charges and expenses in excess of the self-insured retention shown in Item D of the Declarations and up to the limits of liability as shown under Item C of the Declarations. The self-insured retention set out in Item D of the Declarations shall remain uninsured. The Company may pay all or any part of the self-insured retention amount to effect settlement of any claim or suit or to defend such claim or suit and upon notification of the action taken, the Insured shall promptly reimburse the Company for such amount of the self-insured retention amount as has been paid by the Company.
- (b) Losses based on or arising out of the same act or interrelated acts of one or more of the Insureds shall be considered a single loss and only one self-insured retention shall be applicable to such single loss.
- (c) Subject to the foregoing, in no event shall the Company's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations. However, maximum liability in the last policy year shall not be increased for any discovery period.

#### VI. DISCOVERY CLAUSE

If during the Policy Period or any Optional Extension Period purchased hereunder, the Insured first becomes aware that an Insured has committed a specific act, error, omission or Wrongful Act in its official capacity for which coverage is otherwise provided hereunder, and if the Insured shall during the Policy Period or the Optional Extension Period purchased hereunder give written notice to the Company during said Policy Period or Optional Extension Period of:

- (a) The specific act, error, omission or wrongful act; and
- (b) The injury or damage which has or may result from such act, error, omission or wrongful act; and
- (c) The circumstances by which the Insured first became aware of such act, error, omission or wrongful act;

then any claim subsequently made against the Insured arising out of such act, error, omission or wrongful act shall be deemed for the purposes of this insurance to have been made during the Policy Period or the Optional Extension Period purchased hereunder. The Insured shall cooperate fully with the Company as provided in Notice of Claim (a) and (b) and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this Policy.

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

**VII. NOTICE OF CLAIM**

- (a) The Insured shall, as a condition precedent to their rights under this Policy, give the Company notice in writing as soon as practicable of any claim made and shall give the Company such information and co-operation as it may reasonably require.
- (b) For the purpose of the above clauses notice to the designee named in item 5 of the proposal shall constitute notice to the Insured.

**VIII. GENERAL CONDITIONS****1. Agreement and Severability Clause**

- (a) 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 Policy and are to be considered as incorporated in and constituting part of the Policy. As respects the particulars and statement contained in the written proposal and the Exclusions set forth herein, this Policy shall be construed as a separate agreement with each Insured. Nothing in this paragraph shall be construed to increase the Company's maximum liability as set forth in Section V of this Policy.

**2. Cancellation Clause**

- (a) This Policy may be cancelled by the Named Insured at any time by written notice or by surrender of this Policy. This Policy may also be cancelled by or on behalf of the Company by delivery to the Named Insured or by mailing to the Named Insured by registered, certified or other first class mail, at the Named Insured's address, set forth in the Declarations written notice stating when, not less than thirty (30) days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy is cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium.
- (b) If this Policy is cancelled by or on behalf of the Company, the Company shall retain the pro rata proportion of the premium. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation under such law.

**3. Service of Suit Clause**

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon at the request of the Insured will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon the person or persons specified for the purpose in the Declarations and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above mentioned are authorized and directed to accept service of process on behalf of the Company in any such suit and or upon the request of the Insured to give written undertaking to the Insured that they will enter a general appearance on the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provisions therefor, the Company hereon designates the Superintendent, Commissioner or Director of Insurance as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured, or any beneficiary hereunder, arising out of this contract of insurance and hereby designates the above mentioned as the person or persons to whom the said officer is authorized to mail such process of a true copy thereof.



4. **Subrogation Clause**

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all rights of recovery therefor, and the Named Insured shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the Named Insured.

5. **Other Insurance Clause**

Subject to the exclusions set forth in paragraph IV of this Policy, this Policy shall apply only as excess insurance over any other valid and collectible insurance available to the Named Insured.

6. **Conformity Clause**

Terms of this Policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this Policy are not permitted are hereby amended to cover only those provisions and coverages as apply, and conform to such statutes.

7. **Action Against Company**

No action shall lie against the Company, unless as a condition precedent thereto, the Named Insured shall have fully complied with all terms of this Policy. In the event of bankruptcy or insolvency of the Named Insured, the Company shall not be relieved of the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency.

8. **Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form part of this Policy.

9. **Assignment**

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly Authorized Representative of the Company.

*Thomas M. Bradley*  
\_\_\_\_\_  
Secretary

*J. F. Knight*  
\_\_\_\_\_  
President

BOX NO. & LOCATION	COUNTY PCT. # & CITY	NAME OF JUDGE	ALTERNATE
1. COURTHOUSE	WOODVILLE (1)	JOHNNIE HICKMAN P. O. Box 275 Woodville, Texas	PAUL BANDSMA P. O. Box 915 Woodville, Tx.
2. NUTRITION	WOODVILLE (2)	JOHN YEARWOOD 510 Kelly Blvd. Woodville, Texas	JOE CASH P.O. Box 456 Woodville, Texas
3. HILLISTER FIRST BAPTIST CHURCH	HILLISTER (1)	CHESTER (SAM) READ Warren, Texas	MRS. EVELYN SMITH Warren, Texas
4. WARREN MIDDLE SCHOOL	WARREN (1)	HAROLD DAVIS P. O. Box 248 Warren, Texas	A. G. SMITH P.O. Box 156 Warren, Texas
5. DOUCETTE COMMUNITY CHURCH	DOUCETTE (3)	DURWOOD LING P. O. Box 824 Doucette, Texas	FRED SCOTT Doucette, Texas
7. LION'S HALL	CHESTER (2)	J. W. WILLSON Chester, Texas	HAROLD LEWIS Rt. 1, Box 66 Chester, Texas
8. BETHANY BAPTIST CHURCH (BETHANY)	WOODVILLE (2)	ELMER RAY OATES Rt. 2, Box 310 Woodville, Texas	MRS. L. R. WELDON Rt. 2, Box 365 Woodville, Texas
9. EMILEE EBENEZER CHURCH (EMILEE)	WOODVILLE (3)	DARRELL WALDREP Rt. 1, Box 156 Colmesneil, Texas	DELLA HANKS Rt. 3, Box 1860 Woodville, Texas
10. COMMUNITY CENTER	COLMESNEIL (3)	GARY HARRIS P. O. Box 528 Colmesneil, Texas	FAY SEAMONS P. O. Box 10 Colmesneil, Texas
11. MASONIC LODGE	ROCKLAND (3)	J. C. DICKERSON P. O. Box 1254 Rockland, Texas	CECIL DUBOSE P. O. Box 7 Rockland, Texas
13. FAIRVIEW CHURCH	TOWN BLUFF (3)	MRS. C. E. SEAMAN Rt. 3, Box 1460 Woodville, Texas	JEWEL PEDIGO Rt. 3, Box 149 Woodville, Texas
14. SPURGER SCHOOL AG. BLDG.	SPURGER (4)	A. B. WALLING Rt. 1, Box 28 Spurger, Texas	EVA SWEARINGEN Rt. 1, Box 9 Spurger, Texas
15. LION'S DEN & FIRE STATION	FRED (4)	AMOS HUTTO P. O. Box 156 Fred, Texas	BOBBY JENKINS Fred, Texas
16. EAST WARREN HIGH SCHOOL	WARREN (4)	DALLAS READ Rt. 1, Box 224 Warren, Texas	MYRTLE READ Rt. 1, Box 224 Warren, Texas
17. LION'S DEN	WOODVILLE (3)	ARCHIE NASH P. O. Box 283 Woodville, Texas	JOE LOGGINS Rt. 3, Box 2155 Woodville, Texas
18. FIRE STATION	WOODVILLE (2)	JOHN SMITLEY P. O. Box 576 Woodville, Texas	THEO PARSONS Box 216 Woodville, Texas
ABSENTEE: COURT-HOUSE	WOODVILLE	IRMA HICKMAN P. O. Box 275 Woodville, Texas	
DEMOCRATIC COUNTY CHAIRMAN:		MORRIS CLEMMONS 102 S. Charlton Woodville, Texas	
REPUBLICAN COUNTY CHAIRMAN:		JAMES H. DILLION P. O. Box 296 Woodville, Texas	