

VOL

39 PAGE 379

FILED FOR RECORD  
IN MY OFFICE

AT 11:00 O'CLOCK 11 M

MAR 7 2002

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Wesley Danner DEPUTY

### MEETING OF COMMISSIONERS' COURT OF PANOLA COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 11<sup>TH</sup> DAY OF MARCH, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

#### OPEN MEETING:

1. **CITIZEN COMMENTS:** This is for citizens to comment on any subject not on the current agenda concerning county business. Members of the Court may answer direct questions, but any action from this item must be scheduled on a future agenda.
2. **COMMISSIONERS' REPORT:** These are for informational purposes only. Any action that needs to be taken on the basis of these reports will be placed on a future agenda for action.
3. **COUNTY JUDGE'S REPORT:** This is for informational purposes only. Any action that needs to be taken on the basis of this report will be placed on a future agenda for action.
4. **CONSENT ITEMS:**

#### PERSONNEL

- a. To record the resignation of Jeff Wyatt as a Detention Officer with the Panola County Sheriff's Department effective March 1, 2002.
- b. To record the resignation of David Davis as a Detention Officer with the Panola County Sheriff's Department effective March 3, 2002.

VOL

39 PAGE 382

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AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M \_\_\_\_\_

APR 8 2002

The State of Texas  
County of Panola

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

On this the 11th day of March A.D. 2002, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9.00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

|                      |                              |
|----------------------|------------------------------|
| John Cordray         | County Judge                 |
| Ronnie LaGrone       | Commissioner, Precinct No. 1 |
| Douglas M. Cotton    | Commissioner, Precinct No. 2 |
| Hermion E. Reed, Jr. | Commissioner, Precinct No. 3 |
| Jimmy Davis          | Commissioner, Precinct No. 4 |

with none absent, constituting a quorum of the Court Also attending were Sue Grafton, County Clerk and Lee Ann Jones, Administrative Assistant to the County Judge. Attached to and made a part of these Minutes is a list of other attendees and the office or organization that each represents. The following proceedings were held at this meeting:

OPEN MEETING:

1. CITIZEN COMMENTS:

There were no comments from the citizens.

2. COMMISSIONERS' REPORT:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

Judge Cordray reported that he had met last week with the elected officials group that deals with workforce matters. He asked about the possibility of taking the new county judge-elect who will be selected in the March 12 primary to future meetings to become familiar with the workings of that group and was encouraged to do so. He wanted both candidates, each of whom was present, to know that after the primary it would be something to place on his or her calendar to do to prepare for the assumption of official duties at the end of his term

4. CONSENT ITEMS:

PERSONNEL

- / a. To record the resignation of Jeff Wyatt as a Detention Officer with the Panola County Sheriff's Department effective March 1, 2002.
- / b. To record the resignation of David Davis as a Detention Officer with the Panola County Sheriff's Department effective March 3, 2002
- / c. To record the change in status of employment of Jessie Liles from Mechanic with the Panola County Road and Bridge Department to Truck Driver effective March 5, 2002 at the rate of \$10.29 per hour.
- / d. To accept the record the resignation of Sammy Brown Library's Head Librarian, Debbie Stafford, effective at the close of business on March 11, 2002.

- ✓ e. To record the employment of Christopher Burroughs as a Truck Driver with the Panola County Road and Bridge Department effective March 11, 2002 at the rate of \$8.53 per hour.
- ✓ f. To record the employment of Lanny Kiper, Sr. as a Truck Driver with the Panola County Road and Bridge Department effective March 11, 2002 at the rate of \$8.53 per hour.
- ✓ g. To record the change in status of employment for Adam Jones from Seasonal Detention Officer with the Panola County Sheriff's Department to full-time Detention Officer effective March 12, 2002 at the rate of \$9.53 per hour
- ✓ h. To record the employment of Brady Odom as a full-time Detention Officer with the Panola County Sheriff's Department effective March 16, 2002 at the rate of \$9.53 per hour
- ✓ i. To record the employment of Richard Anderson as a full-time Detention Officer with the Panola County Sheriff's Department effective March 9, 2002 at the rate of \$9.53 per hour.

#### ROAD & BRIDGE

- ✓ a. To record the termination of Pit Agreement between Dorothy Ruth Avery and Panola County; and to approve and record a Pit Agreement with new owner, Warren T. Biggs.
- ✓ b. To approve and record a request by Classic Oil & Gas to cross under Panola County Road #4053 with a 4 1/2" O.D. (120 ft in length) line.

#### MISCELLANEOUS

- ✓ a. To approve minutes of Commissioners' Court meetings held during the month of February, 2002

#### REQUESTS FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference forms for the following Panola County elected official(s)/employee(s): Panola County Treasurer Gloria Portman; District Clerk Sandra King; Deputy District Clerk Debra Johnson; and County Extension Agent - Agriculture Douglas L. McKinney.

Commissioner LaGrone moved and Commissioner Reed seconded the motion to approve all the Consent Items. The motion passed unanimously.

A COPY OF EACH AMENDMENT REQUEST AND/OR BOND IS ATTACHED TO AND MADE A PART OF THE MINUTES.

- ✓ 5. Commissioner Davis moved and Commissioner Cotton seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- ✓ 6. After some discussion Commissioner Reed moved and Commissioner LaGrone seconded the motion to proclaim the week of March 17 - 23, 2002 as Agriculture Week in Panola County. The motion passed unanimously. SEE COPY OF PROCLAMATION ATTACHED.

7. After some discussion Commissioner Davis moved and Commissioner LaGrone seconded the motion to enter into Interagency Agreements between the County of Rusk, the City of Carthage, the County of Panola, and the City of Henderson for the purpose of filing a joint application for a grant with the Criminal Justice Division for the Northeast Texas Narcotics Task Force for the years 2002 and 2003. The motion passed unanimously. SEE COPY OF AGREEMENTS ATTACHED.
- ✓ 8. After some discussion Commissioner LaGrone moved and Commissioner Davis seconded the motion to enter into a contract for services between East Texas Open Door, Inc. and Panola County for services related to runaways, truants, or otherwise homeless youth for the year 2002. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
- ✓ 9. After some discussion Commissioner Cotton moved and Commissioner Davis seconded the motion to adopt the City of Beckville's Resolution #2002-01 regarding to Panola County having exclusive jurisdiction to regulate subdivision plats and approve the related permits in the extraterritorial jurisdiction of the City of Beckville, Texas. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 10. After some discussion Commissioner LaGrone moved and Commissioner Cotton seconded the motion to enter into an Agreement between the Texas Department of Transportation and Panola County, Texas for TxDOT Project No APCARTHAGE 3 allowing for improvements to Panola County Airport - Sharpe Field. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 11. Judge Cordray moved and Commissioner Cotton seconded the motion to receive, examine and record the Panola County Road Superintendent's Monthly Report for February, 2002. The motion passed unanimously. SEE COPY OF REPORT ATTACHED.

CLOSED MEETING:

12. The Court went into Executive Session at 9:19 a.m. in accordance with V.T.C.A. Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property.

The Court returned to open session at 9:26 a.m. with all members present.

OPEN MEETING:

- ✓ 13. Commissioner LaGrone moved and Commissioner Davis seconded the motion to purchase the property (21 acres plus) from Warren T. Biggs which he had purchased from Mrs. R. F. Avery after the death of her husband. This is the property referred to in Consent Item a. under Road & Bridge which had been in a pit agreement. Mr. Biggs agreed to sell the property for the \$17,019.46 he had paid for it plus interest of \$2.79 per day from February 28, 2002 until the sale to the County is complete. The appraised value of the property is \$21,450.00. After the use as a clay pit has been exhausted, the County may then sell it if the Court desires to. The motion passed unanimously.

The meeting was then adjourned.

  
John Cordray, County Judge, Panola County, Texas



  
Grafton, County Clerk, Panola County, Texas

9:00am

11 March 2002

*John H. Brown*  
*John H. Brown*  
*Mr. H. H. Miller*  
*Joseph H. Miller*  
*David Anderson*  
*George H. Miller*  
*Robert H. Miller*

CONSENT

ITEMS

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

March 1, 2002

The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

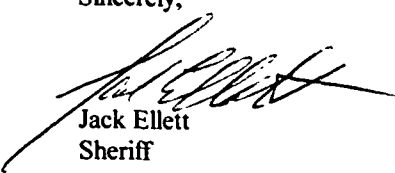
Judge Cordray:

Please add the following request to the next scheduled Commissioner's meeting:

- 1) Jeff Wyatt resigned as Detention Officer effective March 1, 2002.
- 2) David Davis will resign as Detention Officer effective March 3, 2002.

At Jeff Wyatt's time of resignation he had eighty hours of unused vacation time and seventy-one hours forty-five minutes (71.75) of unused compensatory time. In addition to these hours he has also earned thirty (30) hours of regular pay. Due to the time range in which both officers resigned, our jail is shorthanded. It would be much appreciated if we could compensate Mr. Wyatt for these hours before the next scheduled payroll so that we may employ an additional detention officer to cover his shift. Thank you for your efforts in this matter.

Sincerely,

  
Jack Ellett  
Sheriff

JE/hc

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

## Sammy Brown Library

Operated by Carthage Service League

522 W. College  
Carthage, Texas 75633

March 5, 2002

Honorable Judge Cordray  
County Commissioners Court  
Panola County Court House  
Carthage Texas

Dear Sirs,

I'm writing to inform you that I will be moving from Panola County in just a few weeks and I will be resigning my position as head librarian at the Sammy Brown Library. My last day of employment will be Monday March 11, 2002.

I've really enjoyed my job these last few years, and the county's continuous support had a large part in making my job rewarding. I've been with the library 14 years and through those years I've seen a lot of wonderful changes. I've been to many meetings with NETL'S (Northeast Texas Library Systems- which help over 90 county/city libraries) and I can assure Panola County that we really do have one of the best libraries in the system. I was always very proud to state what Texas County Library I represented. The support that you have given this establishment is greatly appreciated by all of us.

Again, thank you.

*Debbie Stafford*

Debbie Stafford  
Librarian

cc: Sidney Burns  
Gloria Portman

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

March 7, 2002

The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Cordray:

Please add the following request to the next scheduled Commissioner's meeting:

- 1) Adam Jones will begin work as full time Detention Officer effective March 12, 2002 at the rate of \$9.53 per hour.
- 2) Brady Odom will begin work as full time Detention Officer effective March 16, 2002 at the rate of \$9.53 per hour.
- 3) Richard Anderson will begin work as <sup>full- 2.90</sup> ~~part~~ time Detention Officer effective March 9, 2002 at the rate of \$9.24 per hour.

9.53 2.90

Sincerely,

  
Jack Ellett  
Sheriff

JE/hc

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

February 28, 2002

HAND DELIVERED

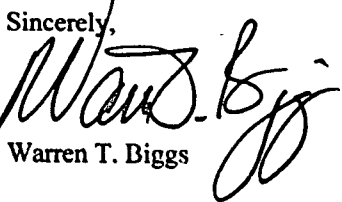
Ronnie LaGrone  
Commissioner Precinct 1  
Panola County Courthouse  
Carthage, Texas 75633

Dear Mr. LaGrone:

Enclosed please find a file marked copy of a Warranty Deed transferring property from Dorothy Ruth Avery to Warren T. Biggs. Please mark your records accordingly so that, effective this date, any dirt or rent payments will be made to Warren T. Biggs, SSAN 453 74 8802, 722 University Drive, Carthage, Texas.

If you need additional documents or information, please call me.

Sincerely,

  
Warren T. Biggs

**AGREEMENT**

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF PANOLA X

This agreement made and entered into between WARREN T. BIGGS  
as Grantor and **PANOLA COUNTY** as Grantee this 1<sup>st</sup> day of March 2002.

**WHEREAS, WARREN T. BIGGS** is the owner of the following described  
land to wit:

**SEE ATTACHED EXHIBIT "A"**

And is desirous of allowing **PANOLA COUNTY**, to use such land for  
purposes of acquiring dirt, mixing oil and providing clay use in the construction  
and maintenance of roads in Panola County, Texas; and

**WHEREAS, PANOLA COUNTY** is desirous of obtaining a location to  
acquire dirt and clay and on which to mix oil with such substances for the purpose  
of building and maintaining roads in Panola County, Texas.

**THE PARTIES AGREE AS FOLLOWS:**

Grantor does hereby grant Grantee the exclusive right for the period of one  
(1) year from the date hereof to use the above described property for the purposes  
set out above and such other purposes and rights of ingress and egress required  
by the Grantee in the full exercise and enjoyment of rights hereby conferred. This  
agreement shall be automatically renewable unless either party notifies the other party  
in writing at least thirty (30) days prior to the end of the primary term of its intent not to  
renew the Agreement.

Grantee shall pay as consideration to Grantor for the benefit to it conveyed  
the sum of **FIFTY CENTS (.50)** per yard for each yard of soil, clay or gravel  
removed by Grantee from described premises. In addition to the per yard rate, Panola  
County will pay a monthly fee of **TWENTY-FIVE AND NO/100 DOLLARS (\$25.00)**  
for those pits which are used for mixing road oil. This rate is subject to being  
increased by the action of the Panola County Commissioners Court. Along with the  
rights conferred above, the Grantee also reserves the right to store material and  
equipment on site as needed. In case of stockpiling of bulk materials such as gravel,  
reclaimed asphalt pavement, etc., brought into my pit from an outside source I will  
no be compensated for its removal of the material.

Grantor also agrees to restore the affected property back to approximate original contours, to level all soil piles, and remove any material stored on Grantor's property.

Signed the 4th day of March, 2002.

Grantor

As approved in Commissioner's Court on the 11th day of

March, 2002.

By:

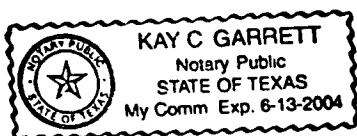
John Cordray  
JOHN CORDRAY, County Judge

### ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF PANOLA X

This instrument was acknowledged before me on the 4th day of March, 2002 by WARREN T. BIGGS.



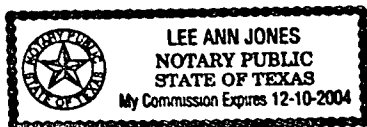
Kay C. Garrett  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Kay C. Garrett  
Commission Expires: 6/13/04

### ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF PANOLA X

This instrument was acknowledged before me on the 11th day of March, 2002 by JOHN CORDRAY, County Judge of PANOLA COUNTY.



Lee Ann Jones  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Lee Ann Jones  
Commission Expires: 12-10-2004

#75754

VOL 39 PAGE 391

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IN MY OFFICE

AT 1:05 O'CLOCK P M

FEB 28 2002

NOT COMPLETED  
WITH GRANTOR

## GENERAL WARRANTY DEED

Date:

FEBRUARY 28, 2002

Grantor:

DOROTHY RUTH AVERY, a single woman

SUE GRAFTON

COUNTY CLERK, PANOLA COUNTY, TEXAS

BY [Signature] DEPUTYGrantor's Mailing Address:  
(including county)490 CR 104  
Carthage, Texas 75633  
County: Panola

Grantee:

WARREN T. BIGGS

Grantee's Mailing Address:  
(including county)722 University  
Carthage, Texas 75633  
County: Panola

Consideration:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

All that certain 22.31 (net 21.45) acres tract in the John Coughran Survey, A-121, Panola County, Texas; being out of and a part of a called 54 acres tract conveyed by Minnie Jones to J. Dan Jones and Rebecca Jones, as Custodians for Jennifer Jones and Jonathan Jones, by deed dated December 28, 1989, and recorded in Volume 857, Page 184, of the Deed Records of Panola County, Texas; said 22.31 acres tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set near the base of a fence corner post marking the occupied Southwest corner of said 54 acres tract and of the herein described 22.31 acres tract; said point marking the most Northerly Northwest corner of a called 78.578 acres tract called "Tract No. 1-A" conveyed to Erma Ryan in Partition Deed recorded in volume 689, Page 39, of the Deed records of Panola County, Texas, said point being on the East line of a called 10.00 acres tract conveyed by James B. Lewis, Sr., et ux, to James B. Lewis, Jr., et ux, by deed dated September 24, 1991 and recorded in Volume 886, Page 132, of the Deed Records of Panola County, Texas,

THENCE North 01 degrees 02 minutes 35 seconds East, along the fenced and occupied West line of said 54 acres tract for a distance of 766.78 feet to a point in the center of Panola County Road No. 152, an oiled road and marking the Northwest corner of the herein described 22.31 acres tract and the Northeast corner of said 10.00 acres tract; from which a found railroad rail bears South 01 degrees 02 minutes 35 seconds West for a distance of 27.85 feet and another found railroad rail bears North 15 degrees 11 minutes 13 seconds East for a distance of 29.78 feet;

THENCE in an Easterly direction along the center of said county road and with the South line of a called 30.48 acres tract conveyed by Jennifer Jones, et al, to Thomas A. Haynos, et ux, by deed dated July 27, 1993, and recorded in volume 915, Page 790, of the Deed Records of Panola County, Texas, the following bearings and distances.

South 84 degrees 10 minutes 09 seconds East for a distance of 255.19 feet to a nail found for an angle point, from which a 1/2", iron rod found for reference bears South 05 degrees 34 minutes 07 seconds West for a distance of 25.61 feet;

South 83 degrees 16 minutes 01 seconds East for a distance of 334.72 feet to a nail found for an angle point; from which a 1/2" iron rod found for reference bears South 07 degrees 21 minutes 39 seconds West for a distance of 25.84 feet;

South 82 degrees 05 minutes 49 seconds East for a distance of 399.52 feet to a nail found for an angle point; from which a 1/2", iron rod found for reference bears North 08 degrees 28 minutes 07 seconds East for a distance of 24.62 feet;

South 81 degrees 36 minutes 35 seconds East for a distance of 329.61 feet to a nail found for an angle point; from which a 1/2" iron rod found for reference bears North 05 degrees 46 minutes 36 seconds East for a distance of 20.88 feet;

South 77 degrees 48 minutes 53 seconds East for a distance of 98.41 feet to a point on the East line of said 54 acres tract and marking the Northeast corner of the herein described 22.31 acres tract and the Southeast corner of said 30.48 acres tract; from which a 1/2" iron rod found for reference bears North 00 degrees 29 minutes 44

seconds West for a distance of 24.79 feet and a 1/2", iron rod set for reference bears

South 01 degrees 00 minutes 30 seconds East for a distance of 24.21 feet;

THENCE South 01 degrees 00 minutes 30 seconds East, along the East line of said 54 acres tract and the most Northerly East line of a called 15.2 acres tract for a distance of 586.44 feet to a 1/2" iron rod set for the Southeast corner of said 54 acres tract and of the herein described 22.31 acres tract and an inside ell corner of said 15.2 acres tract; said 15.2 acres tract being described in a Deed of Gift from Joseph H. Jones, et ux, to Joseph H. Jones, Jr., et al, dated September 1, 1989, and recorded in volume 847, Page 80, of the Deed Records of Panola County, Texas;

THENCE North 89 degrees 39 minutes 08 seconds West, generally with the fenced and occupied South line of said 54 acres tract, the most Westerly North line of said 15.2 acres tract and the North line of said 78.578 acres tract for a distance of 1428.58 feet to the Place of Beginning, containing in area 22.31 acres of land of which 0.86 acre lies in the right of way of County Road No. 152, leaving a net area of 21.45 acres.

**Reservations from Conveyance and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, and, any encroachments or overlapping of improvements.

All of the oil, gas and other minerals are excepted and reserved, and subject to all covenants, restrictions, reservations, easements, conditions and rights apparent or appearing of record.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

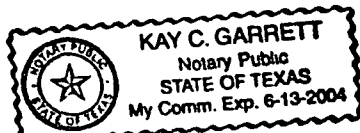
When the context requires, singular nouns and pronouns include the plural.

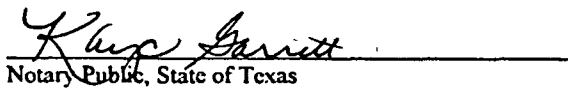
  
DOROTHY RUTH AVERY

THE STATE OF TEXAS )

COUNTY OF PANOLA )

This instrument was acknowledged before me on the 28th day of February, 2002, by  
DOROTHY RUTH AVERY.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

WARREN T. BIGGS

722 UNIVERSITY

CARTHAGE, TEXAS 75633

PREPARED IN THE LAW OFFICE OF:

ERIC SCOTT (RICK) McPHERSON  
408 WEST SABINE  
PARKER BUILDING  
CARTHAGE, TEXAS 75633  
Telephone (903) 693-7143  
Fax (903) 693-3038

NOTICE OF PROPOSED INSTALLATION  
PIPE AND/OR UTILITY LINES

VOL 39 PAGE 393

TO: THE PANOLA COUNTY COMMISSIONERS COURT

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Classic Oil & Gas  
(COMPANY NAME)

Proposes to place a

4 1/2 Inch O.D. 120 ft in length  
(PIPE SIZE)

Line within the Right-of-Way

of County Road 4053  
(NUMBER OF ROAD)

as follows:

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 120 feet.

The location and description of the proposed line and appurtenances is more fully shown by the copies of the drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the 5th day of March  
2002. 2002.

FIRM: Pierce Constrction, Inc.

BY: Shane Courtney

TITLE: Welder/Supervisor

ADDRESS: P. O. Box 69  
Beckville, TX 75631

PHONE: (903 ) 678-3748

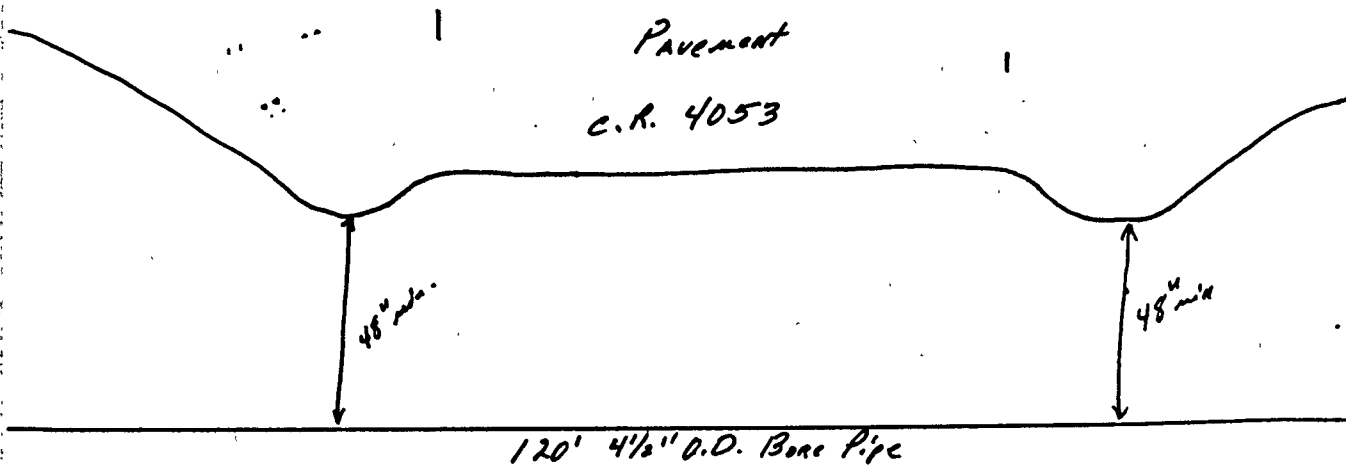
FROM CO. COMMISSIONERS 503 593 0342 4-12-1995 11:48PM

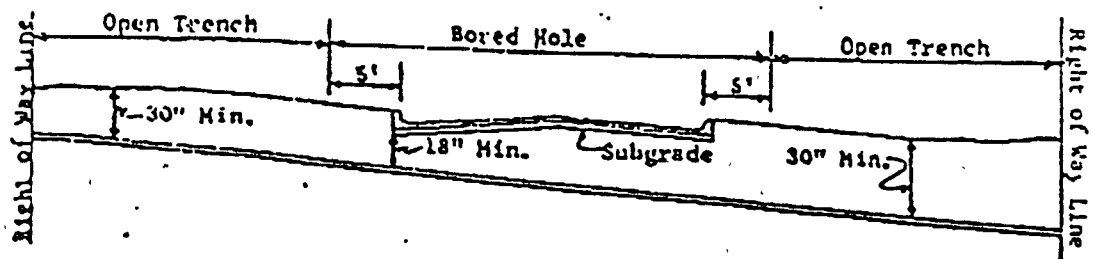
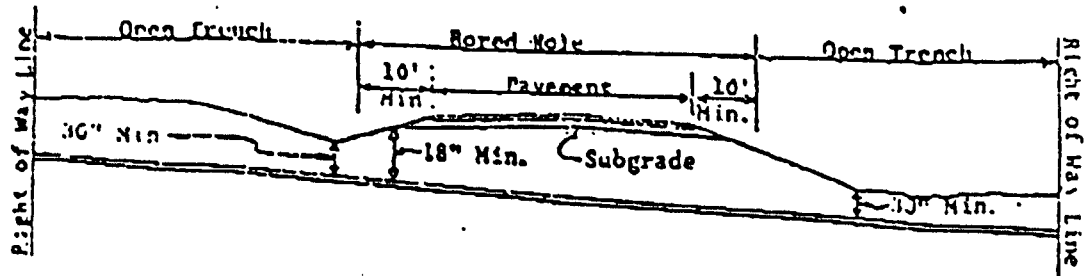
SPECIAL SPECIFICATIONS  
FOR PIPE LINES CROSSING IN BORED HOLES  
AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

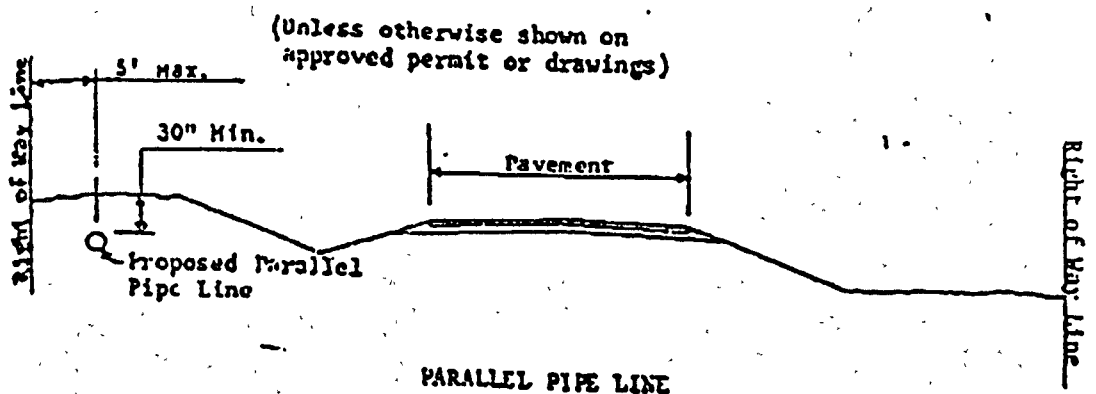
1. Excavation material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.

2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.





PIPE LINE CROSSING



March 11, 2002

TO: Classic Oil & Gas  
c/o Pierce Construction, Inc.  
P. O. Box 69  
Beckville, TX 75631

RE: CR #4053

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4 1/2" O.D. (120 ft. in length) line as shown by accompanying drawings and notice except as noted below:

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved: 

COUNTY JUDGE

## COMMISSIONERS:

Precinct #1 Ronnie LaGrone  
Precinct #2 Doug Cotton  
Precinct #3 Hermon E. Reed, Jr.  
Precinct #4 Jimmy E. Davis

**PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE**

**APPROVED**  
03-11-02

*John Cordray*  
John Cordray,  
County Judge

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

February 25, 2002

CONFERENCE:

CTAT

LOCATION:

College Station

DATES:

April 15, 2002 to April 18, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

Does the conference meet your educational requirements for the year? should receive  
20 hours for certification as well as some PFIA hours.  
If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference?

None, this year.

How many days have you been away from your job this year for conferences, not counting this conference? 1 (on February 21)

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This is the annual County Treasurers' Continuing  
Education Seminar. It is designed to help us  
meet our educational needs for certification.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

03-11-02

  
John Cordray,  
County JudgeNAME: SANDRA KING & DEBRA JOHNSONPOSITION: DISTICT CLERK AND DEPUTY DISTRICT CLERKDEPARTMENT: DISTRICT CLERK'S OFFICEDATE: MARCH 5, 2002CONFERENCE: U. T LAW SCHOOLLOCATION: AUSTIN, TEXASDATES: APRIL 10 to APRIL 12

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: \_\_\_\_\_

Does the conference meet your educational requirements for the year? NOIf not, how much of your requirements will be met by this conference? NOT SURE I HAVE  
RECEIVED THE REGISTRATION FORM AS OF TODAY

How much of your requirements have been met already, not counting this conference?

13 HOURSHow many days have you been away from your job this year for conferences, not  
counting this conference? 3Do you have sufficient funds in your budget for this conference? YESWrite a short statement explaining the public purpose that will be met by your  
attendance at this conference: (continue on the back if necessary.)CHANGES IN THE LAW SPECIFICALLY SENATE BILL 7. AND I ALSO WORK ON THE HANDBOOK  
FOR THE CLERK'S ASSOCIATON AND WE NEED TO COMPLETE SOME UNFINISHED BUSINESS.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
03-11-02

*John Cordray*  
John Cordray,  
County Judge

NAME: Douglas L. McKinney

POSITION: County Extension Agent-Ag.

DEPARTMENT: Extension Office

DATE: 3-6-02

CONFERENCE: District 4-H Judging Contest

LOCATION: College Station, TX

DATES: March 22, 2002 to March 23, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

Does the conference meet your educational requirements for the year?

If not, how much of your requirements will be met by this conference?

How much of your requirements have been met already, not counting this conference?

How many days have you been away from your job this year for conferences, not  
counting this conference? 19

Do you have sufficient funds in your budget for this conference? Yes

Write a short statement explaining the public purpose that will be met by your  
attendance at this conference: (continue on the back if necessary.)

To chaperone and assist 4-H members at the District 4-H Judging Contest in

College Station.

# ACTION

# ITEMS

panola County  
08 Mar 2002  
THE SOFTWARE GROUP, INC.

## ACCOUNTS PAYABLE SYSTEM

04:18:12pm

Open Invoices thru 03/11/02

PAGE 1

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |            |  |  |        |  |             |
|--------------------------------------|------------|--|--|--------|--|-------------|
| * Due 2681-A T & T OHARA             | \$770.70   |  |  | \$0.00 |  | \$ 770.70   |
| * Due 3073-A T & T WIRELESS R & B    | \$201.70   |  |  | \$0.00 |  | \$ 201.70   |
| * Due 2703-A T & T WIRELESS SERVICES | \$44.41    |  |  | \$0.00 |  | \$ 44.41    |
| * Due 605-ABC AUTO PARTS             | \$140.86   |  |  | \$0.00 |  | \$ 140.86   |
| * Due 3217-ADA SMITH                 | \$60.00    |  |  | \$0.00 |  | \$ 60.00    |
| * Due 3160-ALLIANT FOOD SERVICE      | \$1678.34  |  |  | \$0.00 |  | \$ 1678.34  |
| * Due 1173-ALLISON, BASS & ASSOCIA   | \$10000.00 |  |  | \$0.00 |  | \$ 10000.00 |
| * Due 135-ALLTEL                     | \$473.45   |  |  | \$0.00 |  | \$ 473.45   |
| * Due 1444-AMERICAN FIDELITY ASSURA  | \$320.50   |  |  | \$0.00 |  | \$ 320.50   |
| * Due 1664-ANDERSON FERTILIZER CORP  | \$100.00   |  |  | \$0.00 |  | \$ 100.00   |
| * Due 229-ANDERSON TRACTOR SALES     | \$3153.16  |  |  | \$0.00 |  | \$ 3153.16  |
| * Due 1762-ANDY FAVORS               | \$12.07    |  |  | \$0.00 |  | \$ 12.07    |
| * Due 1361-ANTI PEST CO INC          | \$240.00   |  |  | \$0.00 |  | \$ 240.00   |

Parola County  
TRE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

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|                                      | Gross Amount. | Req. Req. | Discount Req. | Req. | Net Amt..... |
|--------------------------------------|---------------|-----------|---------------|------|--------------|
| * Due 32-ARCH                        | \$59.99       |           | \$0.00        |      | \$ 59.99     |
| * Due 1491-AUTOMATED RECORDS SERVICE | \$1217.91     |           | \$0.00        |      | \$ 1217.91   |
| * Due 2498-AVFUEL CORP               | \$10034.79    |           | \$0.00        |      | \$ 10034.79  |
| * Due 1635-BASKIN'S MARSHALL         | \$76.50       |           | \$0.00        |      | \$ 76.50     |
| * Due 562-BAXTER SALES CO INC.       | \$1574.59     |           | \$0.00        |      | \$ 1574.59   |
| * Due 2406-BLUE RIDGE ROCK           | \$2920.52     |           | \$0.00        |      | \$ 2920.52   |
| * Due 524-BOSBY J. PHILLIPS          | \$700.00      |           | \$0.00        |      | \$ 700.00    |
| * Due T.6787-BONNIE L. LYNCH         | \$20.00       |           | \$0.00        |      | \$ 20.00     |
| * Due 319-BRYAN & BRYAN              | \$2126.44     |           | \$0.00        |      | \$ 2126.44   |
| * Due 2679-C & S TECHNICAL SERVICES  | \$25.00       |           | \$0.00        |      | \$ 25.00     |
| * Due 6-CAIN HARDWARE AND LUMBER CO  | \$1346.34     |           | \$0.00        |      | \$ 1346.34   |
| * Due 3085-CANON FINANCIAL SERVICES  | \$184.00      |           | \$0.00        |      | \$ 184.00    |
| * Due 124-CARTHAGE AG & VET SUPPLY   | \$82.15       |           | \$0.00        |      | \$ 82.15     |

Panela County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

08 Mar 2002  
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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |            |  |        |  |    |          |
|--------------------------------------|------------|--|--------|--|----|----------|
| * Due 9-CARTHAGE MACHINE AND WELDING | \$59.11    |  | \$0.00 |  | \$ | 59.11    |
| * Due 95-CARTHAGE OFFICE SUPPLY, I   | \$1597.37  |  | \$0.00 |  | \$ | 1597.37  |
| * Due 158-CASSITY JONES HARDWARE     | \$17.67    |  | \$0.00 |  | \$ | 17.67    |
| * Due 232-CENTRAL UNITED LIFE INSUR  | \$684.52   |  | \$0.00 |  | \$ | 684.52   |
| * Due 545-CHARLES C. DICKERSON       | \$250.00   |  | \$0.00 |  | \$ | 250.00   |
| * Due 349-CITY OF BECKVILLE          | \$3000.00  |  | \$0.00 |  | \$ | 3000.00  |
| * Due 37-CITY OF CARTHAGE            | \$23350.00 |  | \$0.00 |  | \$ | 23350.00 |
| * Due 256-CONLEY LOTT NICHOLS        | \$9893.13  |  | \$0.00 |  | \$ | 9893.13  |
| * Due 3021-CONSECO HEALTH INSURANC   | \$1600.60  |  | \$0.00 |  | \$ | 1600.60  |
| * Due 987-CONTINENTAL RESEARCH CORP  | \$350.70   |  | \$0.00 |  | \$ | 350.70   |
| * Due 195-COREY BARKHEAD             | \$1700.00  |  | \$0.00 |  | \$ | 1700.00  |
| * Due 3220-COUNTRY CATFISH           | \$53.38    |  | \$0.00 |  | \$ | 53.38    |
| * Due 2769-COX COMMUNICATIONS INC    | \$79.00    |  | \$0.00 |  | \$ | 79.00    |
| * Due 20-CRAIG HILAN ELECTRIC        | \$2598.00  |  | \$0.00 |  | \$ | 2598.00  |

anola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |           |  |        |  |            |
|--------------------------------------|-----------|--|--------|--|------------|
| * Due 43-D & C CLEANING CONTRACTORS  | \$570.00  |  | \$0.00 |  | \$ 570.00  |
| * Due 452-DALLAS COUNTY TREASURER    | \$4600.00 |  | \$0.00 |  | \$ 4600.00 |
| * Due 4-DARR EQUIPMENT CO.           | \$176.13  |  | \$0.00 |  | \$ 176.13  |
| * Due 775-DAVID BROOKS               | \$100.00  |  | \$0.00 |  | \$ 100.00  |
| * Due 528-DAVID GRAY                 | \$15.22   |  | \$0.00 |  | \$ 15.22   |
| * Due 1906-DECISIONONE CORPORATION   | \$17.84   |  | \$0.00 |  | \$ 17.84   |
| * Due 2910-DENISE GRAY               | \$51.96   |  | \$0.00 |  | \$ 51.96   |
| * Due 2837-DOUGLAS L. MCKINNEY       | \$331.43  |  | \$0.00 |  | \$ 331.43  |
| * Due 2791-EARTHGRAINS BAKING COS I  | \$422.71  |  | \$0.00 |  | \$ 422.71  |
| * Due 909-EAST TEXAS WACK SALES INC  | \$965.45  |  | \$0.00 |  | \$ 965.45  |
| * Due 1475-EAST TEXAS POULTRY SUPPLY | \$27.10   |  | \$0.00 |  | \$ 27.10   |
| * Due 3208-ELITE ROCK                | \$2489.07 |  | \$0.00 |  | \$ 2489.07 |
| * Due 2964-ELLIOTT ELECTRIC SUPPLY   | \$4.78    |  | \$0.00 |  | \$ 4.78    |

Anola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

03 Mar 2002

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

\* Due 2070-ENER RESOURCE PA ETNC C\$1556.00 \$0.00 \$ 1556.00

\* Due 2066-ETNC CARTHAGE \$9432.60 \$0.00 \$ 9432.60

\* Due 3026-ETOX \$17.10 \$0.00 \$ 17.10

\* Due 93-EXCEL FORD LINCOLN MERCURY\$315.21 \$0.00 \$ 315.21

\* Due 2047-EXXON/GECC-CSZ \$13.95 \$0.00 \$ 13.95

\* Due 127-EXXONMOBIL \$109.06 \$0.00 \$ 109.06

\* Due 1015-FAITH COMMUNICATIONS \$2150.94 \$0.00 \$ 2150.94

\* Due 1962-FARN PLAN \$79.91 \$0.00 \$ 79.91

\* Due 2792-FARRERS STATE BANK - CART\$15.00 \$0.00 \$ 15.00

\* Due 14-FIRMIN'S OFFICE CITY \$300.83 \$0.00 \$ 300.83

\* Due 816-FOLEY RENTALS INC. \$5.00 \$0.00 \$ 5.00

\* Due 53-FUTURE EQUIPMENT CO INC \$64.25 \$0.00 \$ 64.25

\* Due 320-GALL'S INC \$850.91 \$0.00 \$ 850.91

anola County  
NE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

08 Mar 2002

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|                                      | Gross Amount. | Req.  | Req.  | Discount | Req.  | Req.  | Net Amt..... |
|--------------------------------------|---------------|-------|-------|----------|-------|-------|--------------|
| * Due 3195-GARY SINGLETON            | \$45.00       | _____ | _____ | \$0.00   | _____ | _____ | \$ 45.00     |
| * Due 654-GLORIA R. PORTMAN          | \$68.51       | _____ | _____ | \$0.00   | _____ | _____ | \$ 68.51     |
| * Due 738-GOLDEN CORRAL FAMILY STEA  | \$414.34      | _____ | _____ | \$0.00   | _____ | _____ | \$ 414.34    |
| * Due 87-GOVERNMENT RECORDS SERVI    | \$15733.73    | _____ | _____ | \$0.00   | _____ | _____ | \$ 15733.73  |
| * Due 2513-GRAPHIC DESIGNS INTERNATI | \$48.36       | _____ | _____ | \$0.00   | _____ | _____ | \$ 48.36     |
| * Due 1507-GRAY'S WHOLESALE TIRE     | \$1909.60     | _____ | _____ | \$0.00   | _____ | _____ | \$ 1909.60   |
| * Due 316-GREGG COUNTY CLERK         | \$338.00      | _____ | _____ | \$0.00   | _____ | _____ | \$ 338.00    |
| * Due 2439-GUY W. GRIFFIN            | \$40.00       | _____ | _____ | \$0.00   | _____ | _____ | \$ 40.00     |
| * Due 2635-HAL'S BOYD AIR CONDITION  | \$504.50      | _____ | _____ | \$0.00   | _____ | _____ | \$ 504.50    |
| * Due 2850-HARRISON COUNTY JUVENIL   | \$1300.00     | _____ | _____ | \$0.00   | _____ | _____ | \$ 1300.00   |
| * Due 3013-HERRON E. REED, JR        | \$385.68      | _____ | _____ | \$0.00   | _____ | _____ | \$ 385.68    |
| * Due 370-HIGH POINT COMMUNICATIONS  | \$151.62      | _____ | _____ | \$0.00   | _____ | _____ | \$ 151.62    |
| * Due 1000-IKON OFFICE SOLUTIONS     | \$131.42      | _____ | _____ | \$0.00   | _____ | _____ | \$ 131.42    |
| * Due 1605-INDUSTRIAL OILS UNLXNTE   | \$726.42      | _____ | _____ | \$0.00   | _____ | _____ | \$ 726.42    |

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |          |  |        |  |           |
|--------------------------------------|----------|--|--------|--|-----------|
| * Due 2066-IOS CAPITAL               | \$233.00 |  | \$0.00 |  | \$ 233.00 |
| * Due 2003-JAN HAZEY                 | \$195.07 |  | \$0.00 |  | \$ 195.07 |
| * Due 716-JINERSON FUNERAL HOME      | \$367.00 |  | \$0.00 |  | \$ 367.00 |
| * Due 1287-JOE D. CLAYTON            | \$80.33  |  | \$0.00 |  | \$ 80.33  |
| * Due 1199-JOHNMY MAJORS D.O.S.      | \$64.00  |  | \$0.00 |  | \$ 64.00  |
| * Due 2443-JOSEPH T. FOSTER          | \$35.00  |  | \$0.00 |  | \$ 35.00  |
| * Due 516-KAREN S. CLARK CSR         | \$63.75  |  | \$0.00 |  | \$ 63.75  |
| * Due 1230-KATHY SLAGLE              | \$63.73  |  | \$0.00 |  | \$ 63.73  |
| * Due 1752-KEITH EDGHOH              | \$9.20   |  | \$0.00 |  | \$ 9.20   |
| * Due 400-KELLY-MOORE PAINT COMPANY  | \$44.94  |  | \$0.00 |  | \$ 44.94  |
| * Due 5-KEN TURNER PHARMACY          | \$664.00 |  | \$0.00 |  | \$ 664.00 |
| * Due 3230-KIDDIE KOLLEGE DAY SCHOOL | \$80.00  |  | \$0.00 |  | \$ 80.00  |
| * Due 3229-KIESHA BURCHETTE          | \$70.95  |  | \$0.00 |  | \$ 70.95  |

Penola County  
TNE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

08 Mar 2002

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|                                      | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|--------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 217-KILGORE COLLEGE            | \$70.00       |      |      | \$0.00   |      |      | \$ 70.00     |
| * Due 405-LARRY FIELDS               | \$1200.00     |      |      | \$0.00   |      |      | \$ 1200.00   |
| * Due 3196-LAVENIA MOORE             | \$30.00       |      |      | \$0.00   |      |      | \$ 30.00     |
| * Due 1066-LINDA POPE                | \$106.20      |      |      | \$0.00   |      |      | \$ 106.20    |
| * Due 1313-LONGVIEW ASPHALT INC      | \$6106.31     |      |      | \$0.00   |      |      | \$ 6106.31   |
| * Due 451-LORA J. TAYLOR             | \$142.62      |      |      | \$0.00   |      |      | \$ 142.62    |
| * Due 1240-R. G. CLEANERS            | \$150.00      |      |      | \$0.00   |      |      | \$ 150.00    |
| * Due 2638-W. LEE SMITH PUBLISHERS   | \$127.00      |      |      | \$0.00   |      |      | \$ 127.00    |
| * Due 3226-MARK BROWN                | \$67.00       |      |      | \$0.00   |      |      | \$ 67.00     |
| * Due T.6087-MARK BURLISON           | \$100.00      |      |      | \$0.00   |      |      | \$ 100.00    |
| * Due 249-MCBEE SYSTEMS              | \$303.48      |      |      | \$0.00   |      |      | \$ 303.48    |
| * Due 1945-RIO-AMERICAN RESEARCH CHE | \$80.00       |      |      | \$0.00   |      |      | \$ 80.00     |
| * Due 425-MORRIS SANFORD JR.         | \$750.00      |      |      | \$0.00   |      |      | \$ 750.00    |

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Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

08 Mar 2002

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |            |  |        |  |             |
|--------------------------------------|------------|--|--------|--|-------------|
| * Due 2148-MORRISON SUPPLY COMPANY   | \$9250.40  |  | \$0.00 |  | \$ 9250.40  |
| -----                                |            |  |        |  |             |
| * Due 2013-MUSIC MOUNTAIN WATER CON  | \$117.50   |  | \$0.00 |  | \$ 117.50   |
| -----                                |            |  |        |  |             |
| * Due 3030-O'REILLY AUTO PARTS       | \$1214.38  |  | \$0.00 |  | \$ 1214.38  |
| -----                                |            |  |        |  |             |
| * Due 847-OFFICE DEPOT INC.          | \$179.97   |  | \$0.00 |  | \$ 179.97   |
| -----                                |            |  |        |  |             |
| * Due 3202-OLUSTED-KIRK PAPER CORP   | \$1123.05  |  | \$0.00 |  | \$ 1123.05  |
| -----                                |            |  |        |  |             |
| * Due 302-PANOLA COUNTY APPRAISAL    | \$25943.20 |  | \$0.00 |  | \$ 25943.20 |
| -----                                |            |  |        |  |             |
| * Due 512-PANOLA COUNTY GENERAL FUND | \$5.00     |  | \$0.00 |  | \$ 5.00     |
| -----                                |            |  |        |  |             |
| * Due 2693-PANOLA COUNTY SPECIAL FEE | \$16.00    |  | \$0.00 |  | \$ 16.00    |
| -----                                |            |  |        |  |             |
| * Due 464-PAT DAVIS                  | \$70.00    |  | \$0.00 |  | \$ 70.00    |
| -----                                |            |  |        |  |             |
| * Due 3197-PRINCESS WILLIAMS         | \$20.00    |  | \$0.00 |  | \$ 20.00    |
| -----                                |            |  |        |  |             |
| * Due 373-PROSIGNS                   | \$102.00   |  | \$0.00 |  | \$ 102.00   |
| -----                                |            |  |        |  |             |
| * Due 2631-PROTELL SYSTEMS INTERNAT  | \$140.00   |  | \$0.00 |  | \$ 140.00   |
| -----                                |            |  |        |  |             |
| * Due 3062-QUALITY FOODS INC         | \$4958.84  |  | \$0.00 |  | \$ 4958.84  |
| -----                                |            |  |        |  |             |
| * Due 412-QUILL CORPORATION          | \$380.46   |  | \$0.00 |  | \$ 380.46   |

Penola County  
THE SOFTWARE GROUP, INC.

A C C O U N T S P A Y A B L E S Y S T E M  
Open Invoices thru 03/11/02

08 Mar 2002

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|                                      |           |   |  |        |  |            |
|--------------------------------------|-----------|---|--|--------|--|------------|
| * Due 60-R & J'S CUSTOM EXHAUST & NU | \$37.50   | 0 |  | \$0.00 |  | \$ 37.50   |
| * Due 41-RAYMOND C. SCHIEFFER CPA    | \$375.00  |   |  | \$0.00 |  | \$ 375.00  |
| * Due 2786-ROBERT SHINPOCK           | \$113.84  |   |  | \$0.00 |  | \$ 113.84  |
| * Due 185-ROBERT UNDERWOOD           | \$5916.00 |   |  | \$0.00 |  | \$ 5916.00 |
| * Due 111-ROBINSON & WILLIAMS        | \$1888.00 |   |  | \$0.00 |  | \$ 1888.00 |
| * Due 189-SBC SOUTHWESTERN BELL TEL  | \$334.84  | N |  | \$0.00 |  | \$ 334.84  |
| * Due 31-SCOTT-HERRINAN, INC.        | \$2141.95 |   |  | \$0.00 |  | \$ 2141.95 |
| * Due 198-SHENANDOAH LIFE INSURANCE  | \$841.75  |   |  | \$0.00 |  | \$ 841.75  |
| * Due 274-SIRCHIE                    | \$124.43  |   |  | \$0.00 |  | \$ 124.43  |
| * Due 389-SOLUTIONS 2000             | \$95.00   |   |  | \$0.00 |  | \$ 95.00   |
| * Due 1674-STAT INC                  | \$175.00  |   |  | \$0.00 |  | \$ 175.00  |
| * Due 2711-STEPHEN C. NAHAFFEY       | \$600.00  |   |  | \$0.00 |  | \$ 600.00  |
| * Due 1563-STERLING SOLUTIONS INC    | \$600.00  |   |  | \$0.00 |  | \$ 600.00  |

anola County  
ME SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 03/11/02

08 Mar 2002

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

|   |          |      |        |  |             |
|---|----------|------|--------|--|-------------|
| * Due 3219-STUDIO 23                        | \$48.60  |      | \$0.00 |  | \$ 48.60    |
| * Due 3216-SUE PRUITT                       | \$50.00  |      | \$0.00 |  | \$ 50.00    |
| * Due 2880-SYOCOM COMMUNICATIONS            | \$200.00 |      | \$0.00 |  | \$ 200.00   |
| * Due 1478-TAX ASSESSOR/COLL AUTO AC\$56.25 |          |      | \$0.00 |  | \$ 56.25    |
| * Due 29-TED'S SAW SHOP                     | \$92.81  |      | \$0.00 |  | \$ 92.81    |
| * Due 295-TEXAS ASSOCIATION OF CO\$32822.50 |          |      | \$0.00 |  | \$ 32822.50 |
| * Due 1582-TEXAS DEPARTMENT OF TRA\$6883.00 |          |      | \$0.00 |  | \$ 6883.00  |
| * Due 404-TEXAS DISTRICT & COUNTY AT\$80.00 |          | C ON | \$0.00 |  | \$ 80.00    |
| * Due 1098-TEXAS FILTER SERVICE INC\$355.00 |          |      | \$0.00 |  | \$ 355.00   |
| * Due 3009-TEXAS PARKS & WILDLIFE \$565.25  |          |      | \$0.00 |  | \$ 565.25   |
| * Due 397-TEXAS STATE DIRECTORY PRES\$32.95 |          |      | \$0.00 |  | \$ 32.95    |
| * Due 1904-THE COMPUTER SHOP                | \$49.00  |      | \$0.00 |  | \$ 49.00    |
| * Due 2068-THE NETT.COM                     | \$19.95  |      | \$0.00 |  | \$ 19.95    |

|                                    | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 161-THE SOFTWARE GROUP       | \$186.05      |      |      | \$0.00   |      |      | \$ 186.05    |
| * Due 33-THYSSENKRUPP ELEVATOR     | \$405.00      |      |      | \$0.00   |      |      | \$ 405.00    |
| * Due 3223-TIPTON FORD INC         | \$21332.75    |      |      | \$0.00   |      |      | \$ 21332.75  |
| * Due 1-TOLEDO AUTOMOTIVE          | \$1308.69     |      |      | \$0.00   |      |      | \$ 1308.69   |
| * Due 668-TOM M. JONES, DDS        | \$46.00       |      |      | \$0.00   |      |      | \$ 46.00     |
| * Due 2538-TRACTOR SUPPLY STORES   | \$48.48       |      |      | \$0.00   |      |      | \$ 48.48     |
| * Due 660-U. S. POSTMASTER         | \$120.00      |      |      | \$0.00   |      |      | \$ 120.00    |
| * Due 1896-UNIFIRST                | \$1005.14     |      |      | \$0.00   |      |      | \$ 1005.14   |
| * Due 3031-UPSHUR COUNTY           | \$10334.62    |      |      | \$0.00   |      |      | \$ 10334.62  |
| * Due 1650-USPS DISBURSING OFFICER | \$225.00      |      |      | \$0.00   |      |      | \$ 225.00    |
| * Due 2049-VIANNA CHESHIRE         | \$111.16      |      |      | \$0.00   |      |      | \$ 111.16    |
| * Due 91-VIKING OFFICE PRODUCTS    | \$50.14       |      |      | \$0.00   |      |      | \$ 50.14     |
| * Due 2971-WALMART COMMUNITY BRC   | \$2983.96     |      |      | \$0.00   |      |      | \$ 2983.96   |
| * Due 2533-WEST GROUP              | \$427.41      |      |      | \$0.00   |      |      | \$ 427.41    |

|                                     | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|-------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 149-WHOLESALE SUPPLY INC      | \$265.00      |      |      | \$0.00   |      |      | \$ 265.00    |
| * Due 2484-WINGFOOT COMMERCIAL TIRE | \$452.25      |      |      | \$0.00   |      |      | \$ 452.25    |
| * Due 64-XEROX CORPORATION          | \$591.53      |      |      | \$0.00   |      |      | \$ 591.53    |
| Totals                              | \$277522.55   |      |      | \$0.00   |      |      | \$ 277522.55 |

## PROCLAMATION

**WHEREAS**, the week of March 17 to 23, 2002, is **NATIONAL AGRICULTURE WEEK IN TEXAS**, as proclaimed by Texas Agriculture Commissioner Susan Combs; and

**WHEREAS**, throughout our history people have confirmed the vast resources of our land; and

**WHEREAS**, Sam Houston reported to the President of the United States, "I have traveled near 500 miles across Texas, and am now enabled to judge pretty near correctly of the soil, and the resources of the Country, and I have no hesitancy in pronouncing it the finest country to its extent upon the globe;" and

**WHEREAS**, T. R. Fehrenbach wrote, "Our ancestors came to Texas in search of land. And land became the basis of the Texas dream;" and

**WHEREAS**, Davy Crockett said, "I must say as to what I have seen of Texas, it is the garden spot of the world, the best land and the best prospects for health I ever saw, and I do believe it is a fortune to any man to come here;" and

**WHEREAS**, agriculture is all around us – on farms and ranches, in chemistry, communications, rural economics, international business and satellite and computer technologies. Each and every Texan has a vital stake in agriculture; and

**WHEREAS**, Texas' farmers and ranchers have made agriculture the second-largest industry, generating \$80 billion for the state's economy annually; and

**WHEREAS**, the Lone Star State leads the nation in the number of farms and ranches, with almost 80 percent of the land involved in some form of agricultural production – including livestock, crops, aquaculture, horticulture and forestry; and

**WHEREAS**, Texas agriculture produces large quantities of high quality food and fiber, and plays a major role in health and nutrition as well as in water conservation, rural economic development, global trade and the preservation of the environment; and

**WHEREAS**, it is an industry that continues to meet the ever-increasing needs of consumers in Texas, and around the world.

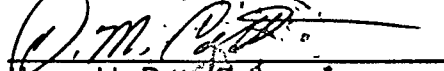
**NOW, THEREFORE**, the Commissioners' Court of Panola County, Texas does hereby proclaim the week of March 17-23, 2002 to be

### AGRICULTURE WEEK

in Panola County, and urges everyone in our area to learn more about the role of agriculture here, share that knowledge with the young people in our area, and recognize the farmers, ranchers and their families who contribute so much to this county, this state, this nation and the world.

**DONE IN OPEN COURT** this 11<sup>th</sup> day of March, 2002.

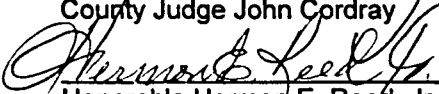
  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

  
Honorable Doug Cotton  
Commissioner, Precinct Two

**ATTEST:**

  
County Clerk Sue Grafton  
Clerk of the Panola County Commissioners' Court

  
County Judge John Cordray

  
Honorable Hermon E. Reed, Jr.  
Commissioner, Precinct Three

  
Honorable Jimmy Davis  
Commissioner, Precinct Four

STATE OF TEXAS. County of Rusk

This Agreement is entered into by and between the County of Rusk, a political subdivision of the state of Texas, hereinafter referred to as the "County of Rusk", the City of Carthage, a municipal corporation situated in the County of Panola, hereinafter referred to as "Carthage", and the County of Panola, a political subdivision of the State of Texas, hereinafter referred to as "County of Panola", and the City of Henderson, a municipal corporation situated in Rusk County, Texas, hereinafter called "Henderson", pursuant to chapter 791 of the Texas Government Code, concerning inter-local cooperation contracts.

**WITNESSETH**

WHEREAS, the Counties of Panola, Rusk, and the cities Henderson and Carthage, wish to file a joint grant application with the Criminal Justice Division of the Office of the Governor, State of Texas, for finding in the amount of \$ 343,354.00 for The Northeast Texas Narcotics Task Force, and

WHEREAS, the Counties of Panola, Rusk, the City of Carthage and City of Henderson have agreed to contribute the total of \$ 233,344.00 in matching funds if said joint application is approved; And

WHEREAS, the source of funds would not normally be used for this purpose; and

WHEREAS, the Counties of Panola, Rusk, the City of Carthage and the City of Henderson believe it to be in their best interests to join in the application to develop the Northeast Texas Narcotics Task Force; and

WHEREAS, the Counties of Panola and Rusk, and the City of Carthage, and City of Henderson agree to each accept the responsibility to adhere to all pertinent federal state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to allow the Counties of Panola and Rusk, the City of Carthage and the City of Henderson to file a joint application for a Grant with the Criminal Justice Division, which creates The Northeast Texas Narcotics Task Force, which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**ARTICLE II**  
**TERM**

The term of this Agreement is to commence on the execution of this Agreement and to end May 31, 2002.

## INTERAGENCY AGREEMENT (Continued)

ARTICLE III  
CONSIDERATION

FILE COPY

As consideration for this agreement, the Counties of Panola and Rusk, the City of Carthage and the City of Henderson agree to contribute a total of \$ 233,344.00 in matching funds for the enhancement of the Northeast Texas Narcotics Task Force in the amounts as follows:

|                          |  |
|--------------------------|--|
| <u>Program Income</u>    | <u>\$ 216,261</u>  |
| <u>City of Carthage</u>  | <u>\$ 5,000</u>  |
| <u>City of Henderson</u> | <u>\$ 5,000</u>  |
| <u>County of Panola</u>  | <u>\$ 5,000</u>  |
| <u>County of Rusk</u>    | <u>\$ 2,083 (remaining 4 months)</u><br><u>\$ 1,667. 907</u> |

## ARTICLE IV

ALLOCATION OF FUNDS

The specific allocation of the Funds is set out in the attachments to this agreement, marked as Exhibits "A" through "E" inclusive, and made a part hereof for all purposes.

ARTICLE V

## OWNERSHIP OF EQUIPMENT

Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Criminal Justice Division of the Governor's Office.

ARTICLE VI

## AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII  
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect such an invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

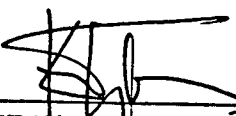
## INTERAGENCY AGREEMENT (Continued)

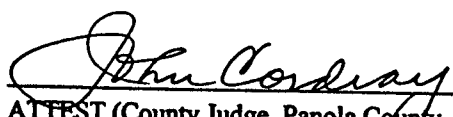
FILE COPY

ARTICLE VIII  
ENTIRE AGREEMENT

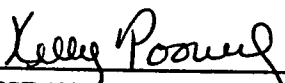
This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

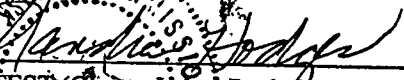
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 2 DAY OF March, 2002.

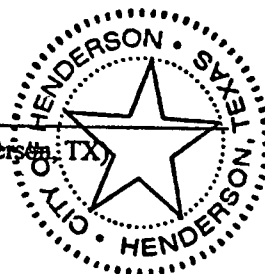
  
ATTEST (City Manager, Henderson, TX)

  
ATTEST (County Judge, Panola County, TX)

  
ATTEST (City Manager, Carthage, TX)

  
ATTEST (City Secretary, Henderson, TX)

  
ATTEST (County Judge, Rusk County, Texas)



An EEO certification and Certified Assurance form from each entity must accompany each interagency agreement.

**INTERAGENCY AGREEMENT**

FILE COPY

STATE OF TEXAS, County of Rusk

This Agreement is entered into by and between the County of Rusk, a political subdivision of the state of Texas, hereinafter referred to as the "County of Rusk", the City of Carthage, a municipal corporation situated in the County of Panola, hereinafter referred to as "Carthage", and the County of Panola, a political subdivision of the State of Texas, hereinafter referred to as "County of Panola", and the City of Henderson, a municipal corporation situated in Rusk County, Texas, hereinafter called "Henderson", pursuant to chapter 791 of the Texas Government Code, concerning inter-local cooperation contracts.

**WITNESSETH**

WHEREAS, the Counties of Panola, Rusk, and the cities Henderson and Carthage, wish to file a joint grant application with the Criminal Justice Division of the Office of the Governor, State of Texas, for finding in the amount of \$ 472,852.00 for The Northeast Texas Narcotics Task Force, and

WHEREAS, the Counties of Panola, Rusk, the City of Carthage and City of Henderson have agreed to contribute the total of \$ 157,618.00 in matching funds if said joint application is approved; And

WHEREAS, the source of funds would not normally be used for this purpose; and

WHEREAS, the Counties of Panola, Rusk, the City of Carthage and the City of Henderson believe it to be in their best interests to join in the application to develop the Northeast Texas Narcotics Task Force; and

WHEREAS, the Counties of Panola and Rusk, and the City of Carthage, and City of Henderson agree to each accept the responsibility to adhere to all pertinent federal state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to allow the Counties of Panola and Rusk, the City of Carthage and the City of Henderson to file a joint application for a Grant with the Criminal Justice Division, which creates The Northeast Texas Narcotics Task Force, which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**ARTICLE II  
TERM**

The term of this Agreement is to commence on the execution of this Agreement and to end May 31, 2003.

## INTERAGENCY AGREEMENT (Continued)

**ARTICLE III**  
**CONSIDERATION**

FILE COPY

As consideration for this agreement, the Counties of Panola and Rusk, the City of Carthage and the City of Henderson agree to contribute a total of \$ 157,618.00 in matching funds for the enhancement of the Northeast Texas Narcotics Task Force in the amounts as follows:

|                          |                   |
|--------------------------|-------------------|
| <u>Program Income</u>    | <u>\$ 137,618</u> |
| <u>City of Carthage</u>  | <u>\$ 5,000</u>   |
| <u>City of Henderson</u> | <u>\$ 5,000</u>   |
| <u>County of Panola</u>  | <u>\$ 5,000</u>   |
| <u>County of Rusk</u>    | <u>\$ 5,000</u>   |

## ARTICLE IV

**ALLOCATION OF FUNDS**

The specific allocation of the Funds is set out in the attachments to this agreement, marked as Exhibits "A" through "E" inclusive, and made a part hereof for all purposes.

**ARTICLE V**

## OWNERSHIP OF EQUIPMENT

Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Criminal Justice Division of the Governor's Office.

**ARTICLE VI**

## AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

**ARTICLE VII**  
**LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect such an invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

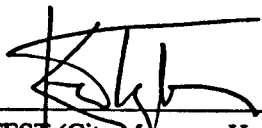
FILE COPY


## INTERAGENCY AGREEMENT (Continued)

**ARTICLE VIII**  
**ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

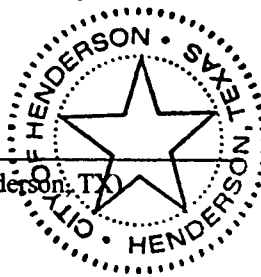
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 25 DAY OF MARCH, 2002.

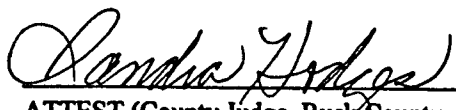
  
ATTEST (City Manager, Henderson, TX)

  
ATTEST (County Judge, Panola County TX)

  
ATTEST (City Manager, Carthage, TX)

  
ATTEST (City Secretary, Henderson, TX)



  
ATTEST (County Judge, Rusk County, Texas)

An EEO certification and Certified Assurance form from each entity must accompany each interagency agreement.



**EAST TEXAS OPEN DOOR**  
YOUTH SERVICES  
RESIDENTIAL & OUTREACH

VOL 39 PAGE 419

*Offering quality residential care  
in a family atmosphere*

February 27, 2002

County Judge  
John Cordray  
Panola County Courthouse  
110 S. Sycamore, Room 216A  
Carthage, Texas 75633

Dear Judge Cordray:

Attached are two copies of the contract between Panola County and East Texas Open Door, Inc. for the year 2002. Please sign both contracts, return one copy and keep the other for your records.

Again, thank you for the continued support.

Sincerely,

Howard Patterson, MA, LPC  
Executive Director

HP/bt

cc: file

410 W. GRAND • MARSHALL, TEXAS 75670 • PHONE (903) 935-2099 • FAX (903) 935-2090



**AGREEMENT BETWEEN**

**EAST TEXAS OPEN DOOR, INC. AND PANOLA COUNTY**

**FOR**

**SERVICES RENDERED**

**I**

The East Texas Open Door Shelter will provide shelter for Runaway, Truant, or otherwise homeless youth age 0 through 17 from Panola County.

**II**

The intake facilities of the East Texas Open Door Shelter will be available twenty-four hours a day, seven days a week.

**III**

The East Texas Open Door Shelter will be an acting agent for Panola County while children are being held in the shelter.

## IV

While in the East Texas Open Door Shelter, the child will be provided food, personal hygiene items, linens, group and individual counseling, and any other items required for his/her health and well being.

- A. Routine patient medication will be provided by the East Texas Open Door Shelter for use, only as needed by the child, and will be administered by staff only.
- B. Prescribed medication provided by Panola County and/or its designees will be administered by the staff in accordance with directions.

## V


Panola County is a participant and co-funder of the East Texas Open Door Shelter, located at 413 West Burleson, Marshall, Texas 75670. The amount of monies funded to the East Texas Open Door Shelter is \$ 5,000.00, to be disbursed to the East Texas Open Door Shelter in four quarterly increments of \$ 1250.00.

## VI

The four quarterly allotments of \$1,250.00 to East Texas Open Door Shelter will be scheduled for disbursement in March 2002, June 2002, September 2002, and December 2002. This agreement for disbursement of funds shall cover the period of time from January 1, 2002 until December 31, 2002. This gives Panola County the right and access to said facility for the purpose of providing shelter for children from Panola County effective January 1, 2002 and ending December 31, 2002.

## VII

The above agreement is to be considered separate and apart from any agreements or contracts between East Texas Open Door and/or the Panola-Shelby Juvenile Probation Department or the Texas Department of Protective and Regulatory Services.

  
County Judge  
Panola County

3-11-02  
Date

  
Executive Director  
East Texas Open Door, Inc.

2/27/02  
Date

RESOLUTION 2001-01

A RESOLUTION FOR AGREEMENT TO REGULATE SUBDIVISION PLATS AND  
APPROVE PERMITS IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY  
OF BECKVILLE, PANOLA COUNTY, TEXAS PURSUANT TO SECTION 1 OF  
SECTION 242.001 V.T.C.A. LOCAL GOVERNMENT CODE

VOL  
39 PAGE 421

WHEREAS, effective September 1, 2001 the Local Government Code requires a municipality and a county to enter into a written agreement prior to April 1, 2002 that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of such municipality;

WHEREAS, the City of Beckville, Texas and Panola County, Texas desire to enter into a written agreement as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BECKVILLE, TEXAS AND THE COMMISSIONERS COURT OF PANOLA COUTNY, TEXAS:

The City of Beckville, Texas and Panola County, Texas hereby agree to the following matters:

1. Panola County, Texas shall have the exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City of Beckville, Texas as it now exists or hereafter amended pursuant to Section 1 of Section 242.001 V.T.C.A. Local Government Code and may regulate subdivisions under Subchapter A of Chapter 212 and other statutes applicable to municipalities.
2. The present extraterritorial jurisdiction of the City of Beckville, Texas is one-half (1/2) mile. Section 42.021(1) V.T.C.A. Local Government Code
3. The City of Beckville, Texas agrees to notify Panola County of any expansion or reductions in the City's extraterritorial jurisdiction.
4. Panola County's subdivision rules and regulations for road construction shall be the minimum standard; however, the City's subdivision rules and regulations for road construction may be more stringent.

APPROVED AND ADOPTED by the City of Beckville this 21st day of February, 2002.

ATTEST:

Peggy Harris  
City Secretary

James R. Adams  
Mayor of the City of Beckville, Texas

Gene Mathews  
City Commissioner

Jack Sesters  
City Commissioner

Marty Patterson  
City Commissioner

Larry Thompson  
City Commissioner



APPROVED AND ADOPTED by Panola County this 11 day of March, 2002.

John Cordray  
JOHN CORDRAY, County Judge

Ronnie LaGrone  
RONNIE LaGRONE, County Commissioner

Doug Cotton  
DOUG COTTON, County Commissioner

Hermion E. Reed, Jr.  
HERMON E. REED, JR., County Commissioner

Jimmy E. Davis  
JIMMY DAVIS, County Commissioner

01 Entitlement funds

**TEXAS DEPARTMENT OF TRANSPORTATION**  
**AIRPORT PROJECT PARTICIPATION AGREEMENT**  
**(Federally and State Assisted Airport Development Grant)**

TxDOT Project No.: AP CARTHAGE 3

TxDOT CSJ No.: 0219CARTH

TxDOT Contract No.: ~~2XXAV037~~

2XXAV037

**Part I - Identification of the Project**

**TO:** Panola County, Texas

**FROM:** The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and Panola County, Texas, (hereinafter referred to as the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as follows: construction services to rehabilitate and mark Runway 17-35, parallel taxiway, and apron; overlay portion of the taxiway; construct a connecting taxiway; install precision approach path indicator -4 Runway 17-35; install new rotating beacon, additional signage and new airfield markings at the Panola County-Sharpe Field.

The Sponsor applies for federal and state financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions as herein provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION**

VOL 39 PAGE 423

(HEREINAFTER REFERRED TO AS THE "FAA"), OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety percentum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

### Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).
2. It is estimated that construction project costs will be approximately \$743,460.00 (Amount A). It is further estimated that approximately \$743,460.00 (Amount B) of the project costs will be eligible for federal and state financial assistance, and that federal and state financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.
3. The maximum obligation of the United States payable under this offer shall be \$150,000.00 (Amount C) in federal non-primary entitlement funds. The maximum obligation of the State under this offer shall be \$19,114.00 (Amount D).  
This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.
4. It is estimated that the Sponsor's share of the total project costs will be \$74,346.00 (Amount E). The Sponsor specifically agrees that it shall pay any project costs, which exceed the sum of the federal share and state share (Amount C and D).  
It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal and state percentage of financial participation as heretofore stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.
5. It is mutually understood and agreed that if, during the life of the project, the State determines that the grant amount exceeds the expected needs of the sponsor by \$5,000 or five (5%) percent, whichever is greater, the grant amount can be unilaterally reduced by

letter from the State advising of the budget change and a refund of the sponsor share of the reduction will be done. Conversely, if there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation, and will advise the Sponsor by letter of the increase. Upon receipt of the aforementioned letter, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Federal financial assistance may not be increased under this grant.

Participation in additional eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

Payment of the eligible share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the eligible share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the eligible share of costs.

6. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as heretofore stated. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay said obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

### **PART III - Sponsor Responsibilities**

1. In accepting the Agreement, the Sponsor guarantees that:
  - a. it will comply with the Attachment A, Certification of Airport Fund, attached and

made a part of this agreement; and

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- b. it will comply with the Attachment B, Certification of Project Fund, attached and made a part of this Agreement; and
- c. it will comply with the Attachment C, Airport Assurances (9/99)(State Modified 9/99), attached and made a part of this Agreement; and
- d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
- e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
- f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
- g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to, scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- h. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA; and
- i. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the Sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
- j. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the Sponsor's system of airport(s) or navigational facility(ites). Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interests therein; and
- m. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- n. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- o. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace, unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- p. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- q. after reasonable notice, it will permit the State, the FAA, and any consultants and

contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and

- r. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
  - s. it shall take all steps, including litigation if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.
2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
  3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
  4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.

5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
7. The Sponsor shall have on file with the State, Attachment D, Certification Regarding Drug-Free Workplace Requirements, attached and made a part of this agreement.
8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
9. **SPECIAL CONDITION:** Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.
10. **SPECIAL CONDITION:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment E, Pavement Maintenance Management Program, attached and made a part of this agreement.

#### Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including

any statutes, rules, regulations, assurances, procedures or any other directives, except as otherwise specifically provided.

3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

**Receiving Disbursing Agent:**

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant, and the Sponsor;
- b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

**Paying Agent:**

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts;

**Contracting Agent:**

- e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;
- f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

**Contract Management Agent:**

- g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling;
- h. coordinate and review project plans, specifications and construction; coordinate and conduct progress and final inspections.

**Construction Phase:**

- i. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and acquisition of materials related to it; and execute, on behalf of the Sponsor, construction contracts as related to this project;
- j. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders;
- k. review, approve and maintain record drawings.

#### PART V - Recitals

1. The State and Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
  - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
  - b. A date by which the corrective action must be taken;

- c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably be denied or delayed.
9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

## Part VI - Acceptance of the Sponsor

Panola County, Texas, does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the foregoing Agreement, and does accept the Offer, and by such acceptance agrees to all of the terms and conditions of the Agreement.

Executed this 11<sup>th</sup> day of March, 2002.

Panola County, Texas  
Sponsor

Ronnie La Rue  
Witness Signature

John Cordray  
Signature

Commissioner Pat I  
Witness Title

County Judge  
Title

## Certificate of Sponsor's Attorney

I, Danny Buck Davidson acting as attorney for Panda Texas, do certify that I have fully examined the Agreement and the proceedings taken by the Sponsor relating, and find that the manner of acceptance and execution, of the Agreement by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Carthage, Texas, this 12 day of March, 2002

Janet Eaton  
Witness Signature

Danny Buck Davidson  
Attorney's Signature

Office Manager  
Witness Title

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## Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

By:

David S. Fulton

David S. Fulton, Director  
Aviation Division  
Texas Department of Transportation

Date:

3/18/02

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ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Panola County, Texas  
(Sponsor)

By: Sidney Burne  
Title: County Auditor  
Date: 3-12-02

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ATTACHMENT B

CERTIFICATION OF PROJECT FUNDS

TxDOT Contract No.: 2XXAV037  
TxDOT CSJ No.: 0219CARTH

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

SPONSOR FUNDS

| Source                  | Amount    | Date Available |
|-------------------------|-----------|----------------|
| State Treasury          | \$ 68,263 | Immediately    |
| Panola County Gen. Fund | 6,083     | 3-12-02        |

The Sponsor, has caused this to be duly executed in its name, this 11 day of March, 2002.

Panola County, Texas  
(Sponsor)

By: John Cordray  
Title: County Judge

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## ATTACHMENT C

## PART V ASSURANCES

## Airport Sponsors

## A. General

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project Airport Project Participation Agreement (hereinafter referred to as "APPA") by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

## B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

## C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the project, acceptance and use of Federal funds for this project including but not limited to the following

## Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>1</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469e.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>1</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

## Executive Orders

- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 - Environmental Justice

**Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>1</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants)
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
  - (1) These laws do not apply to airport planning sponsors.
  - (2) These laws do not apply to private sponsors.
  - (3) 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2.

**Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor** - It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the APPA, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the APPA and to provide such additional information as may be required.
- b. **Private Sponsor** - It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this APPA, including all understandings and assurances contained therein, to act in connection with this APPA, and to provide such additional information as may be required.

3.

**Sponsor Fund Availability** - It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4.

**Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5.

**Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of

others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this APPA or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
  - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this APPA) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project APPA has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
  12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant request, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
  13. **Accounting System, Audit, and Record Keeping Requirements.**
    - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
    - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of

the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project APPA to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project APPA or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future request for a Federal airport grant.
19. **Operation and Maintenance.**
  - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.
 

In furtherance of this assurance, the sponsor will have in effect arrangements for-

    - (1) Operating the airport's aeronautical facilities whenever required,
    - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
    - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
  - b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. **Economic Nondiscrimination.**
- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
  - b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
    - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
    - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers
  - c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.**
- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related

- to the actual air transportation of passengers or property, or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.
26. **Reports and Inspections.** It will:
- submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
  - for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
  - for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
  - in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    - all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    - all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
- Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto, or
  - The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities, and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
  - If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
  - b. (1) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
  - (2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 7/1/99 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

## CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/99

The following apply to both AIP and PFC Projects

## NUMBER

70/7460-1J  
150/5000-13150/5100-14C  
150/5200-30A, CHG 1 & 2  
150/5200-33  
150/5210-5B  
150/5210-7B  
150/5210-13A  
150/5210-14A  
150/5210-15  
150/5210-18  
150/5210-19  
150/5220-4B  
150/5220-10B  
150/5220-13B  
150/5220-16B  
150/5220-17A  
150/5220-18150/5220-19  
150/5220-20, CHG 1  
150/5220-21A  
150/5300-13, CHG 1, 2, 3, 4, 5  
150/5300-14  
150/5300-15  
150/5320-5B  
150/5320-6D  
150/5320-12C  
150/5320-14  
150/5320-16  
150/5325-4A, CHG 1  
150/5340-1G  
150/5340-4C, CHG 1 & 2  
150/5340-5B, CHG 1  
150/5340-14B, CHG 1 & 2  
150/5340-17B  
150/5340-18C, CHG 1  
150/5340-19  
150/5340-21  
150/5340-23B  
150/5340-24, CHG 1  
150/5340-27A  
150/5345-3D  
150/5345-5A  
150/5345-7D, CHG 1  
150/5345-10E  
150/5345-12C  
150/5345-13A150/5345-26B, CHG 1 & 2  
150/5345-27C  
150/5345-28D, CHG 1  
150/5345-39B, CHG 1  
150/5345-42C, CHG 1  
150/5345-43E  
150/5345-44F, CHG 1  
150/5345-45A  
150/5345-46A  
150/5345-47A  
150/5345-49A  
150/5345-50, CHG 1  
150/5345-51, CHG 1  
150/5345-52  
150/5345-53A, (including addendum)  
150/5360-9  
150/5360-12A  
150/5360-13, CHG 1  
150/5370-2C

## TITLE

Obstruction Marking and Lighting  
Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors  
Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects  
Airport Winter Safety and Operations  
Hazardous Wildlife Attractants On or Near Airports  
Painting, Marking and Lighting of Vehicles Used on an Airport  
Aircraft Fire and Rescue Communications  
Water Rescue Plans, Facilities, and Equipment  
Airport Fire and Rescue Personnel Protective Clothing  
Airport Rescue & Firefighting Station Building Design  
Systems for Interactive Training of Airport Personnel  
Driver's Enhanced Vision System (DEVS)  
Water Supply Systems for Aircraft Fire and Rescue Protection  
Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles  
Runway Surface Condition Sensor Specification Guide  
Automated Weather Observing Systems for NonFederal Applications  
Design Standards for Aircraft Rescue Firefighting Training Facilities  
Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials  
Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles  
Airport Snow and Ice Control Equipment  
Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments  
Airport Design  
Design of Aircraft Deicing Facilities  
Use of Value Engineering for Engineering Design of Airport Grant Projects  
Airport Drainage  
Airport Pavement Design and Evaluation  
Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces  
Airport Landscaping for Noise Control Purposes  
Airport Pavement Design for the Boeing 777 Airplane  
Runway Length Requirements for Airport Design  
Standards for Airport Markings  
Installation Details for Runway Centerline Touchdown Zone Lighting Systems  
Segmented Circle Airport Marker System  
Economy Approach Lighting Aids  
Standby Power for Non-FAA Airport Lighting Systems  
Standards for Airport Sign Systems  
Taxiway Centerline Lighting System  
Airport Miscellaneous Lighting Visual Aids  
Supplemental Wind Cones  
Runway and Taxiway Edge Lighting System  
Air-to-Ground Radio Control of Airport Lighting Systems  
Specification for L821 Panels for Remote Control of Airport Lighting  
Circuit Selector Switch  
Specification for L824 Underground Electrical Cable for Airport Lighting Circuits  
Specification for Constant Current Regulators Regulator Monitors  
Specification for Airport and Heliport Beacon  
Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits  
Specification for L823 Plug and Receptacle, Cable Connectors  
Specification for Wind Cone Assemblies  
Precision Approach Path Indicator (PAPI) Systems  
FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers  
Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories  
Specification for Obstruction Lighting Equipment  
Specification for Taxiway and Runway Signs  
Lightweight Approach Light Structure  
Specification for Runway and Taxiway Light Fixtures  
Isolation Transformers for Airport Lighting Systems  
Specification L854, Radio Control Equipment  
Specification for Portable Runway Lights  
Specification for Discharge-Type Flasher Equipment  
Generic Visual Glideslope Indicators (GVGI)  
Airport Lighting Equipment Certification Program  
Planning and Design of Airport Terminal Facilities at NonHub Locations  
Airport Signing & Graphics  
Planning and Design Guidance for Airport Terminal Facilities  
Operational Safety on Airports During Construction

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150/5370-10A CHG 1, 2, 3, 4, 5, 6, 7, 8, 9  
150/5370-11, CHG 1  
150/5370-12  
150/5390-2A  
150/5390-3Construction Progress and Inspection Report-Airport Grant Program  
Standards for Specifying Construction of Airports  
Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements  
Quality Control of Construction for Airport Grant Projects  
Heliport Design  
Vertiport Design

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## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about-
    - (1) The dangers of drug abuse in the workplace,
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    - (1) Abide by the terms of the statement, and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check ☐ if there are workplaces on file that are not identified here.

Signed:

John Cordray Dated: 3-11-02

JOHN CORDRAY COUNTY JUDGE

Typed Name and Title of Sponsor Representative

## ATTACHMENT E

**PAVEMENT MAINTENANCE MANAGEMENT PROGRAM**

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventative and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

**1. Pavement Inventory.** The following must be depicted in an appropriate form and level of details:

- a. location of all runways, taxiways, and aprons
- b. dimensions
- c. type of pavement
- d. year of construction or most recent rehabilitation

For compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.

**2. Inspection Schedule.**

- a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e. Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.
- b. **Drive-by Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

**3. Record Keeping.** Complete information on the findings of all detailed inspections and other maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.

- a. inspection date
- b. location
- c. distress types
- d. maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

**4. Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

**5. Reference.** Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guideline, and recommended methods of repair are presented.

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CARTHAGE, TX 75633  
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JOHN DePRESCA  
SUPERINTENDENT

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## Panola County Road & Bridge Department

### REPORT OF ROAD SUPERINTENDENT

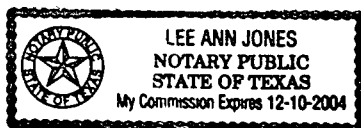
FEBRUARY, 2002

March 5, 2002

1. No money has been taken into the road fund by the undersigned
2. During the month the department received 12 calls for service, with 11 requests completed. The remainder will be completed as time and weather permits.
3. A pit agreement was signed between the Court and S.D. Twoomey for a location to mix oil dirt. The pit, located off Hills Lake Road, will be bladed and contoured for production as soon as the ground is sufficiently dry.
4. Road oil was purchased and transported by Department truck to the cold mix plant at the warehouse. A total of approximately 300 tons of mix was produced and used for pothole and blade patching. Extremely cold weather in the last week of the month caused a halt to production. As the weather warms, production will resume.
5. Nortrax South, of Longview, was the successful bidder for the excavator. The John Deere LC230 was delivered to the yard and Department personnel are being trained in its operation.
6. The majority of Panola County roads remain in good condition with precinct crews conducting maintenance, drainage and patching operations.
7. Nothing further to report.

John DePresca  
Panola County Road and Bridge

Sworn and subscribed to this 5th day of March, 2002



Notary Public, State of Texas  
My Commission expires 12-10-2004

### PROPOSAL

I propose to sell to Panola County the property described in Exhibit "A" of the "Pit Agreement" of March 1, 2002, for the sum of \$17,019.46 plus interest at \$2.79 per day (6% per annum) from February 28, 2002. The purchase price represents my net expense in purchasing the property from Ms. Dorothy Ruth Avery plus interest at 6% per annum from the date of purchase. I also propose that I pay no closing fees or attorney fees so that I sell the property to the county at no loss to me, but also no profit. This offer is good until rescinded in writing.

Warren T. Biggs  
March 5, 2002

RECORDED \_\_\_\_\_ O' CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

SUE GRAFTON, COUNTY CLERK, P. C. T.