

FILED FOR RECORD
IN MY OFFICE

AT 8:45 O'CLOCK A M

JUN - 6 2003

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Clara Jones 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 9TH DAY OF JUNE, 2003, 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 Tim Porter as Panola County Hazardous Mitigation Coordinator.
- b. To record the appointment of Edna Gold as Panola County Hazardous Mitigation Coordinator.
- c. To record the resignation of May Whitten, an employee at The Sammy Brown Library, effective June 9, 2003.

- d. To record the employment of Johnny R. Anderson as a truck driver for the Panola County Road and Bridge Department effective June 2, 2003 at the rate of \$8.71 per hour.

ROAD & BRIDGE

- a. To receive, examine, and record the Panola County Road Superintendent's Monthly Report for May, 2003.
- b. To approve and record a request by Anadarko E & P Company, L.P. to cross under Panola County Road #150 with a 4" grade 5lx42 wall .237 f.b.e. line.
- c. To approve and record a request by Eastex Telephone Co-op to cross under Panola County Road #337 with a buried drop line.
- d. To approve and record a request by Valor Telecom to cross under Panola County Road #248 with a buried copper cable.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of May, 2003.
- b. To record Copy of Certificate of Completion from the V. G. Young Institute of County Government of the Texas A & M University System; Copy of Continuing Education Units; and Copy of Certificate of Completion of 10 Hours of Training in Financial Investments for Panola County Treasurer Gloria Portman.
- c. To approve the CPT Contract Addendum for Indigent Healthcare Solutions.
- d. To approve and record Panola County Treasure's Fourth Quarterly Report.
- e. To approve and record 2003 Budget Amendment No. 5.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Veterans Service Officer Allan D. Cain; Panola County Treasurer Gloria Portman (2); County Extension Agent-FCS Margaret Caldwell; Panola County Clerk Mickey Dorman; Panola County Indigent Healthcare Coordinator Vianna Cheshire (2); Panola County Sheriff's Department Chief Deputy David Jeter, Sgt. Sarah Fields; and Panola County 2nd Assistant Auditor Jennifer Stacy.
5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.

6. To authorize the County Judge to submit a request for economic development funds forfeited by Deep East Texas Electric Coop and other electric coops as unclaimed capital credits.
7. To discuss and act upon approving a contract between Panola County and ARF Engineering, Inc. for plans for remodeling the Panola County Courthouse; and to adopt Order #2003-02 granting exemption for professional services if applicable.
8. To discuss and act upon approval of replacing the carpet for the stairwells in the Panola County Courthouse.
9. To discuss and act upon approval of a security gate proposal to be installed on the first floor of the Panola County Courthouse.
10. To discuss and act upon approving Change Orders with regards to the construction of the Panola County Justice Center; and to authorize the County Judge to sign said change Orders upon receipt.
11. To discuss and act upon approval of a Mutual-Aid Agreement with Ark-La-Tex Emergency Management Alliance.
12. Budget Hearings.

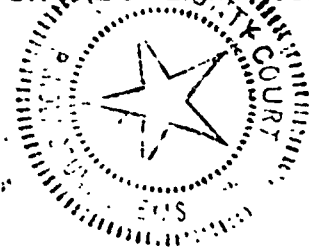
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 6TH DAY OF JUNE, 2003 AT 8:45 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, Deputy

I, MICKEY DORMAN, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF GARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 6TH DAY OF JUNE, 2003 AT 8:45 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, Deputy

AT 11:28 O'CLOCK 4 M

JUL 14 2003

The State of Texas
County of PanolaMICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Mickey Dorman DEPUTY

On this the 9th day June of A.D. 2003, 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:

| | |
|---------------------|------------------------------|
| David L. Anderson | County Judge |
| Ronnie LaGrone | Commissioner, Precinct No. 1 |
| Douglas M. Cotton | Commissioner, Precinct No. 2 |
| Hermon E. Reed, Jr. | Commissioner, Precinct No. 3 |
| Dale LaGrone | Commissioner, Precinct No. 4 |

with none absent, constituting a quorum of the Court. Also attending were Mickey Dorman, 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 in attendance.

2. COMMISSIONERS' REPORTS:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

There was no report from Judge Anderson.

4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To record the resignation of Tim Porter as Panola County Hazard Mitigation Coordinator.
- ✓ b. To record the appointment of Edna Gold as Panola County Hazard Mitigation Coordinator.
- ✓ c. To record the resignation of May Whitten, an employee at The Sammy Brown Library, effective June 9, 2003.
- ✓ d. To record the employment of Johnny R. Anderson as a truck driver for the Panola County Road and Bridge Department effective June 2, 2003 at the rate of \$8.71 per hour.

ROAD & BRIDGE

- ✓ a. To receive, examine, and record the Panola County Road Superintendent's Monthly Report for May, 2003.
- ✓ b. To approve and record a request by Anadarko E& P Company, L.P. to cross under Panola County Road #150 with a 4" grade 51x41 wall .237 f.b.e. line.
- ✓ c. To approve and record a request by Eastex Telephone Co-op to cross

under Panola County road #337 with a buried drop line.

- ✓ d. To approve and record a request by Valor Telecom to cross under Panola County Road #248 with a buried copper cable.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of May, 2003.
- ✓ b. To record Copy of Certificate of Completion from the V. G. Young Institute of County Government of the Texas A & M University System; Copy of Continuing Education Units; and Copy of Certificate of Completion of 10 Hours of Training in Financial Investments for Panola County Treasurer Gloria Portman.
- ✓ c. To approve the CPT Contract Addendum for Indigent Healthcare Solutions.
- ✓ d. To approve and record Panola County Treasurer's Fourth Quarterly Report.
- ✓ e. To approve and record 2003 Budget Amendment No. 5.

REQUESTS FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Veterans Service Officer Allan D. Cain; Panola County Treasurer Gloria Portman (2); County Extension Agent-FCS Margaret Caldwell; Panola County Clerk Mickey Dorman; Panola County Indigent Healthcare Coordinator Vianna Cheshire(2); Panola County Sheriff's Department Chief Deputy David Jeter, Sgt. Sarah Fields; and Panola County 2nd Assistant Auditor Jennifer Stacy.

Commissioner Cotton 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 Dale LaGrone 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. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to authorize the County Judge to submit a request for economic development funds forfeited by Deep East Texas Electric Coop and other electric coops as unclaimed capital credits. The motion passed unanimously. SEE COPY OF REQUEST ATTACHED.
- ✓ 7. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to approve a contract between Panola County and ARF Engineering, Inc. for plans for remodeling the Panola County Courthouse; and to adopt Order #2003-02 granting an exemption for professional services if applicable. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
- ✓ 8. After some discussion Commissioner Dale LaGrone moved and Commissioner Reed seconded the motion to approve the replacement of the carpet for the stairwells in

the Panola County Courthouse at a cost of \$1,960.00. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

- 9. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve the proposal for authorization of the installation of security gates on the first floor of the Panola County Courthouse at a cost of \$3,325.00. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.
- 10. After some discussion Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to approve the change orders with regards to the construction of the Panola County Justice Center; and to authorize the County Judge to sign said change orders upon receipt. The motion passed unanimously. SEE COPY OF CHANGE ORDERS ATTACHED.
- 11. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve a Mutual-Aid Agreement with Ark-La-Tex Emergency Management Alliance. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

12. The Budget Hearings were begun with Judge Anderson allowing those in attendance to speak ahead of their appointed times since the meeting was ahead of schedule.

There was a break in the hearings between 10:25 o'clock a.m. and 10:35 o'clock a.m. The hearings then resumed.

At 12:00 o'clock p.m. the meeting recessed for lunch.

The Court reconvened at 1:30 o'clock p.m. with all members present as well as the County Clerk and the Administrative Assistant to the County Judge. A list of other attendees is attached to and made a part of the minutes.

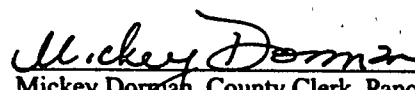
After more input on the budget matters, the Court decided to allow Judge Anderson and County Auditor Sidney Burns to work the numbers and come back with a proposed budget after they have considered all factors that have been discussed.

The meeting was then adjourned.

Dated this the 9th day of June, 2003.


David L. Anderson, County Judge, Panola County, Texas

ATTEST:


Mickey Dornan, County Clerk, Panola County, Texas



9 June 2003 9:00am

Elbrayde

Burt Richardson

Ben 2 Dr. Miller

Sidney Burr

Debra Johnson

Paul Sullivan

Suzanne Stevens

John Adams

Glacia Portman

David Tompkins

Fred J. Nightower

John G. Sullivan

Paul [Signature]

Betty Peterson

Danny Buck Hansen

Mr. Horton

Heray Cranford

John D. Saylor

W. J. Davis

354

Helen Clark

Handa Kung

CONSENT

ITEMS

May 27, 2003

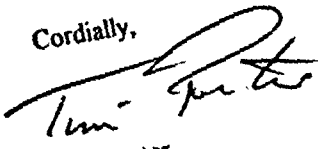
Hon. David Anderson
County Judge, Panola County

Dear Judge Anderson,

Please allow this letter to serve as notice that I wish to remove myself as the Panola County Hazardous Mitigation Coordinator. Circumstances have come up since my initial appointment and after much thought and discussion with my family I have decided on this decision.

If I can be of any help to my replacement, please call on me.

Cordially,



Tim Porter

Sammy Brown Library

Operated by Carthage Service League

522 W. College
Carthage, Texas 75633

May 27, 2003

Honorable Judge Anderson
County Commissioners Court
Panola County Court House
Carthage, Texas 75633

Dear Sirs,

I'm writing to inform you that May Whitten has resigned her position at The Sammy Brown Library. She has been with the library for over ten years and she will be missed. We wish her well on her future endeavors. May has requested to use vacation and comp time for her remaining time at the library and I have granted her request. Her official last day of employment will be Monday, June 9, 2003.

Thank you for your continued support.

Sincerely,



Leah Adams
Library Director

cc: Sidney Burns
Gloria Portman

1211 E. SABINE
CARTHAGE, TX 75633
(903) 693-3763
FAX: (903) 693-5368
E-mail: panolarb@sat.net



JOHN DePRESCA
SUPERINTENDENT

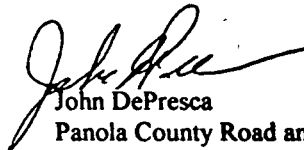
Panola County Road & Bridge Department

REPORT OF ROAD SUPERINTENDENT


MAY, 2003

June 2, 2003

1. No money has been taken into the road fund by the undersigned.
2. During the month the department received 4 calls for service with 4 requests completed. The remainder will be completed as time and weather permits.
3. Ditches were sufficiently dry to begin mowing operations county wide.
4. Daytime temperatures were high enough to operate the cold mix plant. Various roads in all four precincts were overlayed.
5. Weather permitting, reclaiming operations will begin in June.
6. The majority of Panola County roads remain in good condition with precinct crews conducting maintenance, drainage, patching and overlay operations.
7. Nothing further to report.


John DePresca
Panola County Road and Bridge

Sworn and subscribed to this 2nd day of June, 2003


Edna Earl Gold
Notary Public, State of Texas
My Commission expires 8-26-03



NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Anadarko E&P Company Lp Proposes to place a
(COMPANY NAME)

4" Grade 5LX42 Wall .237 F.B.E. Line within the Right-of-Way
(PIPE SIZE)

of County Road: 150 as follows:
(NUMBER OF ROAD)

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 200'

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.

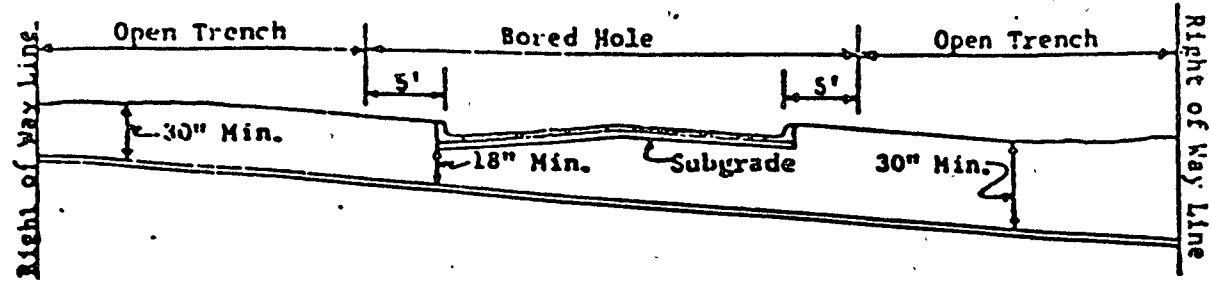
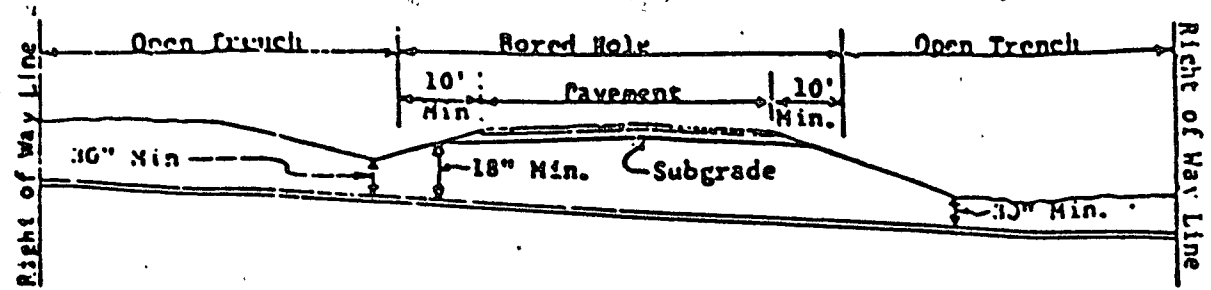
Construction of this line will begin on or after the 9 th day of
June 2003.

FIRM: Anadarko E&P
BY: Ray Hodge
TITLE: Contract Landman
ADDRESS: 1749 U.S. Highway 79 S.
Carthage, Texas 75633
PHONE: (903) 291-4206

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

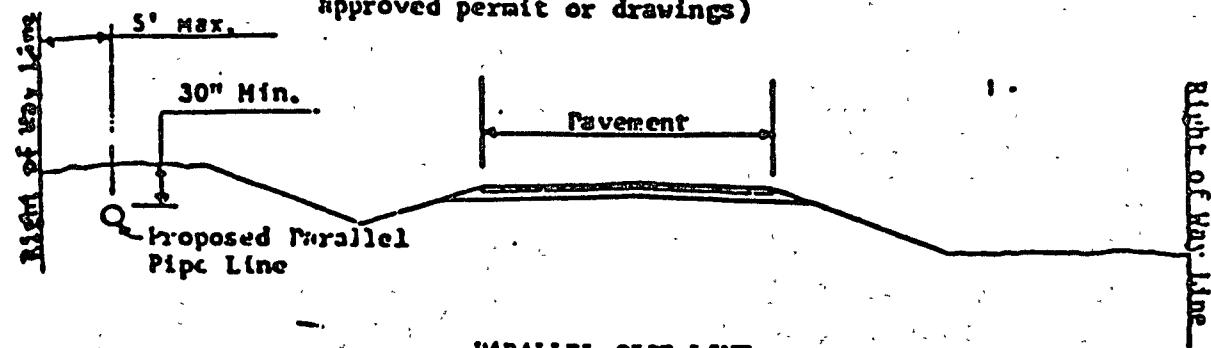
GENERAL NOTE: The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Exaction 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 remove 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 operation. 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

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

APPROVAL

June 9, 2003

TO: Anardarko E & P Company, L.P.
1749 U.S. Hwy. 79 S
Carthage, Texas 75633

RE: CR #150

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" grade 51x42 wall .237 f.b.e. 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: *Daniel H. Anderson*
COUNTY JUDGE

COMMISSIONERS:

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

The plat shown hereon does not represent a boundary survey.
Information furnished by others.

CGU 29
667.47 ACRE UNIT
226/154

H. PATTERSON
A-542

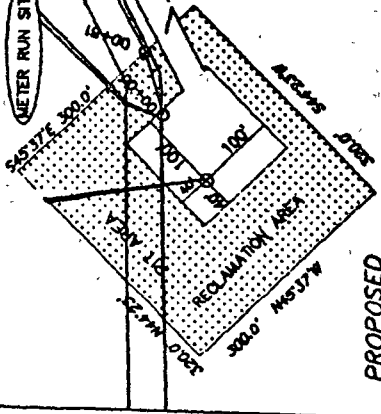
CR 150

NEW LINE PARALLELING
EXISTING 29-11 pipeline

TIE-IN HP & LP

Bore under county road

METER RUN SITE



PROPOSED
SURFACE
LEASE
(2.20 AC.)

EXHIBIT "A"
SCALED LATITUDE - 32°08'58.841"
SCALED LONGITUDE - 94°39'08.808"
ELEVATION OF WELL - 274'

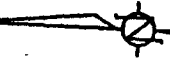
APR 11, 2001
REDAWLED
70-11-CMD NWC
11/11

PROPOSED PIPELINE ROUTE APPROVED BY: [Signature]
RECLAIMED AREA APPROVED BY: [Signature]
ACREAGE CALCULATIONS APPROVED BY: [Signature]

[Signature]

RME Petroleum Company
H. PATTERSON SURVEY, A - 542
PROPOSED WELL PAD, LEASE ROAD, PIPELINE ROUTE
FOR CGU 29-11
PANOLA COUNTY, TEXAS
SCALE: 1" = 200'

NOTES
1. ALL BEARINGS, DISTANCES AND COORDINATES
SHOWN HEREON ARE BASED ON S.A.S. DATA
CONVERTED TO THE TEXAS COORDINATE SYSTEM
WITH CORRECTIONS FOR CURVATURE AND
REFRACTION TO THE NEAREST FEET
2. THE PROPOSED WELL LOCATION IS LOCATED
2.877' - 8.8' AWAY FROM DRIVEWAY



EXISTING 4" RME PIPELINES

EXISTING LP PIPELINES

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 5-29-03

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

Eastex Telephone Co-op proposes to place a
(COMPANY NAME)Buried Drop line within the Right-of-Way
(PIPE SIZE)of County Road: 337 as follows:
(NUMBER OF ROAD)

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 _____.

The location and description of the proposed line and appurtenances is more fully shown by the copies of 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

2nd day of June, 13 2003FIRM: Eastex Telephone Co-opBY: Barney WalkerTITLE: Staking RepresentativeADDRESS: P. O. Box 1691Waskom, Texas 75692PHONE: (903) 687-3600

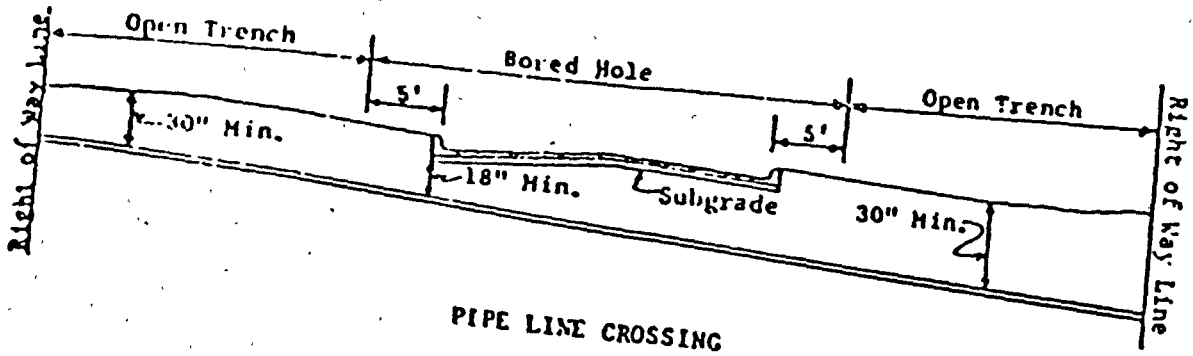
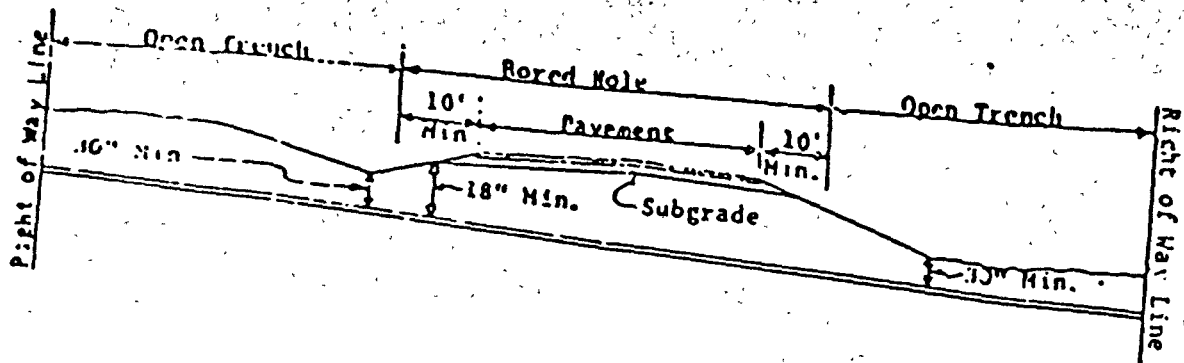
**SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS**

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.

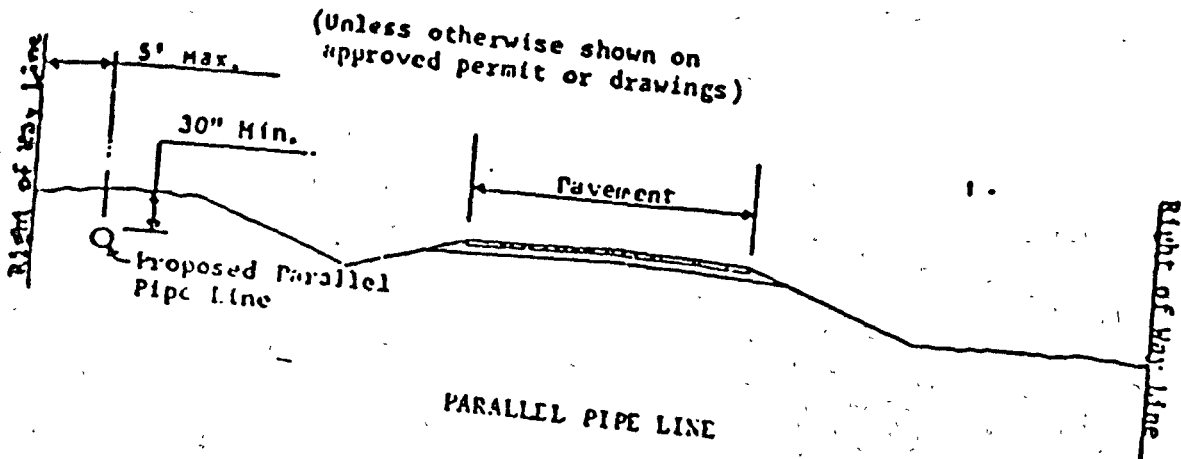
1. Exaction material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall 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 the 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 operations 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 graveled 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 within the city limits.



PIPE LINE CROSSING



| PED NO | POLE | PE (GUY) (ANG) | BFC | BFC | BFC | MC-1 | BA | BO | SD | BD | SG | BM | BM | BM | BM S2 | SUB RO | SEB | SEBP | SEA | SKK | PI | SW-3 | S-1 / S-3 |
|--------|------|-------------------|-----|-----|-----|------|----|----|----|----|----|----|----|----|-----------|--------|-----|------|------|------|------|------|-----------|
| | | | | | | | | | | | | | | | 83 84 1 3 | | | 6122 | 1-10 | 1-10 | 1-10 | | |
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| TOTAL | | | | | | | | EA | | | | | | | / | | | | | | / | | |

APPROVAL

June 9, 2003

TO: Eastex Telephone Co-op
P.O. Box 1691
Waskom, Texas 75692

RE: CR #337

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed buried drop 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: *Darrell Anderson*
COUNTY JUDGE

COMMISSIONERS:

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

BECKVILLE
3C1H3M2

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

VALOR TELECOM
(COMPANY NAME)

Proposes to place a

BURIED COPPER CABLE
(PIPE SIZE)

Line within the Right-of-Way

of County Road:

248
(NUMBER OF ROAD)

as follows:

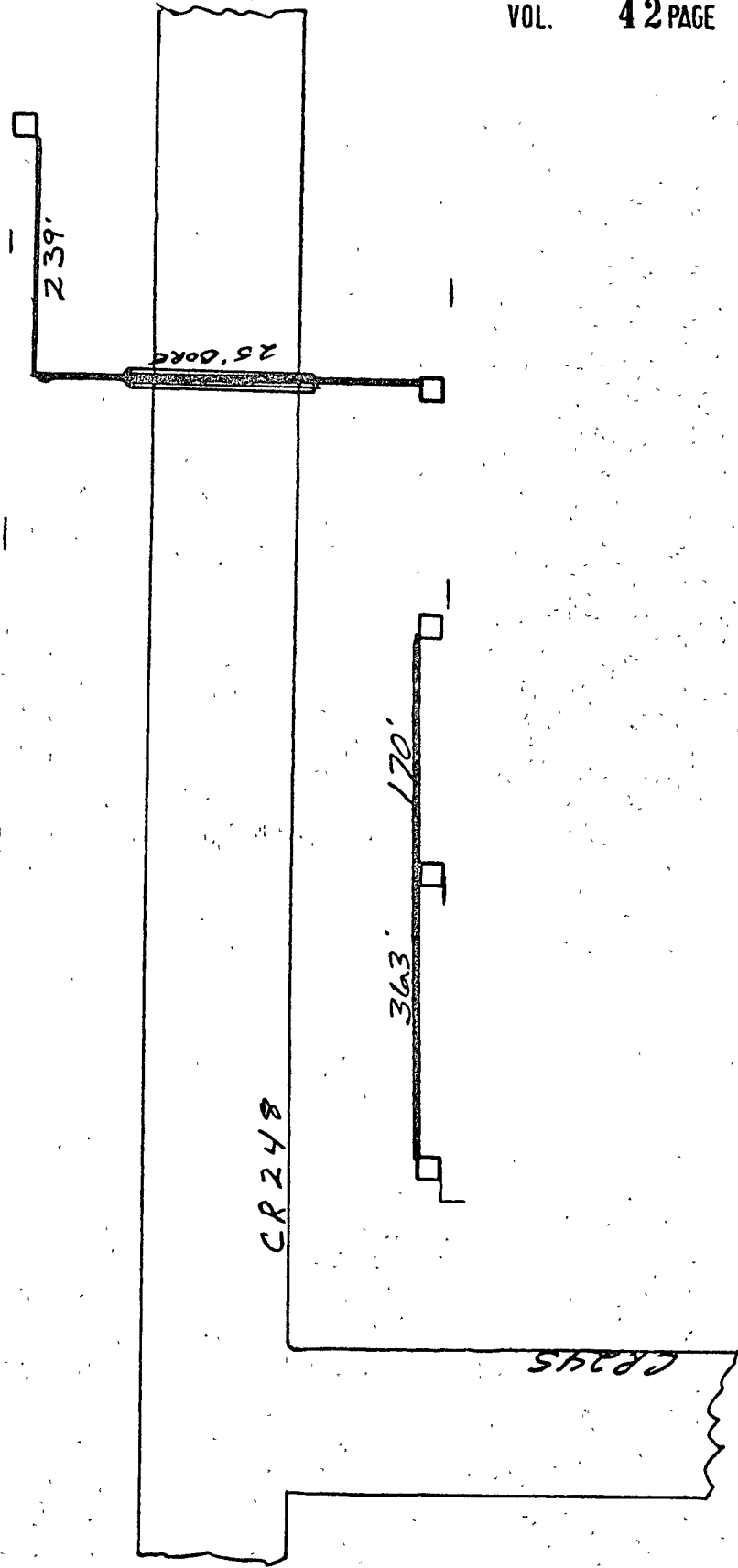
The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring; total length of line in Panola County is 25'

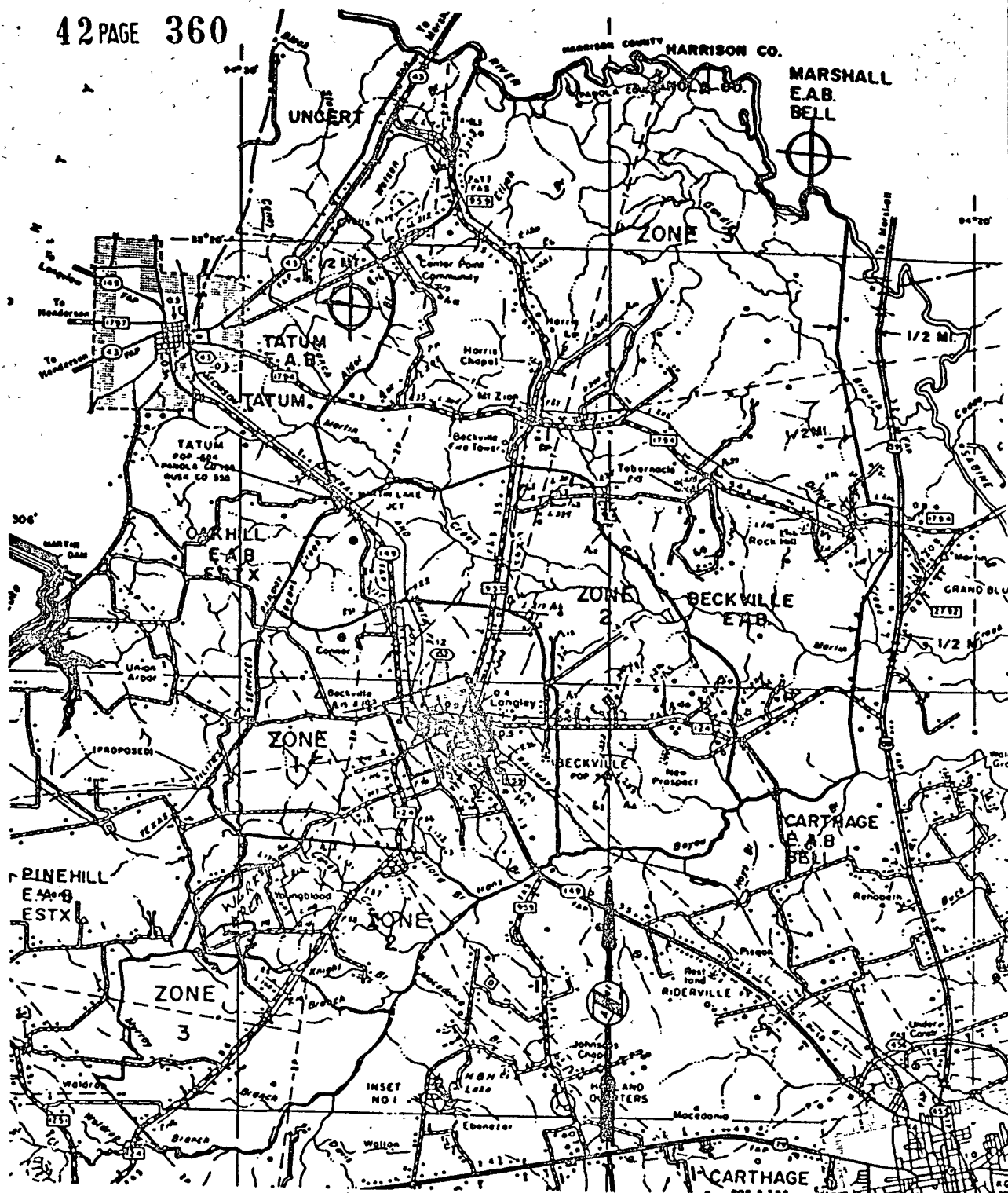
The location and description of the proposed line and appurtenances is more fully shown by the copies of the drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the 11th day of
JUNE 2003.

FIRM: VALOR TELECOM
BY: LEE FILLMAN
TITLE: OPT
ADDRESS: P.O. Box 308
FAIRFIELD, TX. 75840
PHONE: (800) 483-6669

PERMIT ONLY
BECKVELLE
3C1H3M2
PERMIT ONLY
SERVE MICHELLE MARTIN





TEXAS GENERAL EXCHANGE TARIFF
MAP SUPPLEMENT SECTION 6
BECKVILLE, TEXAS
Exchange Area Boundary

APPROVAL

June 9, 2003

TO: Valor Telecom
P.O. Box 308
Fairfield, Texas 75840

RE: CR #248

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed buried copper cable 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 Dale LaGrone



GLORIA PORTMAN
PANOLA COUNTY TREASURER
PANOLA COUNTY COURTHOUSE - ROOM 212
CARTHAGE, TEXAS 75633
903 693-0325

MAY 28, 2003

HONORABLE DAVID ANDERSON, COUNTY JUDGE
AND THE HONORABLE COMMISSIONERS' COURT
PANOLA COUNTY, TEXAS

GENTLEMEN:

PLEASE RECEIVE AND RECORD IN THE MINUTES OF THE COMMISSIONERS' COURT
THE ATTACHMENTS:

COPY OF CERTIFICATE OF COMPLETION FROM THE V. G. YOUNG
INSTITUTE OF COUNTY GOVERNMENT OF THE TEXAS A & M
UNIVERSITY SYSTEM.

COPY OF CONTINUING EDUCATION UNITS.

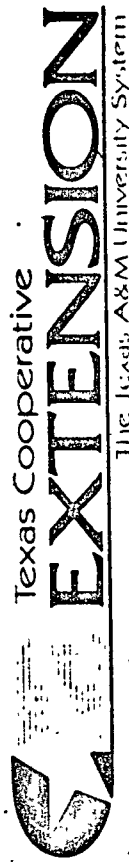
COPY OF CERTIFICATE OF COMPLETION OF 10 HOURS OF TRAINING
IN FINANCIAL INVESTMENTS.

THANK YOU FOR YOUR COOPERATION AND SUPPORT IN THE OPERATION OF THE
TREASURER'S OFFICE.

SINCERELY,

Gloria Portman
GLORIA PORTMAN

ATTACHMENTS (3)



*The V.G. Young Institute of County Government
certifies that*

Gloria Portman

Participated in the
**31st Annual County Treasurers'
Continuing Education Seminar**

Sponsored in cooperation with
*The County Treasurers' Association of Texas, The Texas Association of Counties
& The Office of Continuing Education, Texas A&M University*

Charles P. Davis
Associate Vice Chancellor & Director
Texas Cooperative Extension

James T. Wane
Coordinator, Office of Continuing Education
Texas A&M University

Richard S.
Director, V.G. Young Institute of
County Government

William L. Wood
President, County Treasurers'
Association of Texas

Texas A&M University

Office of Continuing Education
certifies that

Gloria Portman

has earned **23** Continuing Education Unit(s)
for satisfactory completion of **23** hours
of organized instruction in

31st Annual County Treasurers Continuing Education Seminar

April 14, 2003 - April 17, 2003

V.G. Young Institute of County Government

Richard O. Carg

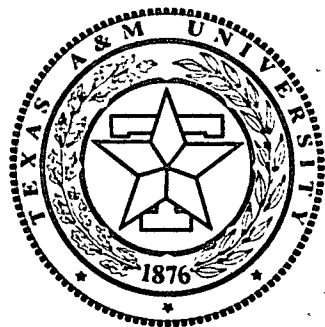
Activity Director

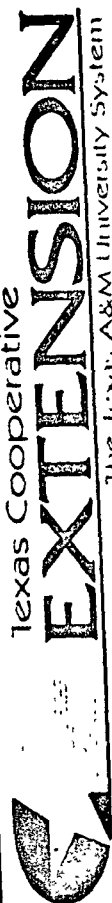
John T. Wood

Office of Continuing Education

May 19, 2003

Date





The Texas A&M University System

V.G. Young Institute of County Government

certifies that

Gloria Portman

attended 10 hours of investment training pursuant to the
PUBLIC FUNDS INVESTMENT ACT as a part of the

31st Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with
The County Treasurers' Association of Texas, The Texas Association of Counties
and The Office of Continuing Education, Texas A&M University

Charles P. Davis

Associate Vice Chancellor and Director
Texas Cooperative Extension

Paul T. Wane

Coordinator, Office of Continuing Education
Texas A&M University

April 14 - 17, 2003
College Station, Texas

Phillip O. S
Director, V.G. Young Institute of County
Government

Vivian L. Shrod
President, County Treasurers' Association
of Texas

IHS Indigent Healthcare Solutions

June 1, 2003

Ms. Vianna Cheshire
Panola County Indigent Health Care Director
PO Box 549
Carthage, Texas 75633

Re: CPT Contract Addendum

Dear Vianna:

As we mentioned at our customer advisory committee conference in March, the Texas Department of Health (TDH) was recently fined by the American Medical Association (AMA) for providing unlicensed CPT codes to Texas indigent health care offices. At the most recent advisory committee meeting held in Austin on April 16th, representatives of TDH said that they were negotiating with the AMA to provide the CPT codes in the future but they would only be able to provide the short CPT description and not the long CPT description that everyone has become accustomed. Once TDH updates the CPT codes, counties that continue to use the CPT codes with the long description will be in violation of AMA licensing and subject to severe fines.

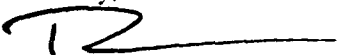
IHS customers do not have to worry. We are now licensed by the AMA to provide CPT codes and the long CPT descriptions to all of our customers. We had to pay a "back royalty" fine to the AMA for the CPT codes that our customers used prior to us becoming licensed ourselves.

Starting October 1, 2003, we will need to begin charging a very modest licensing fee of \$10.00 per concurrent user, per month for the CPT codes. This fee will be billed one time annually and will be passed on to the AMA. IHS has been paying this fee since the State was fined and we will continue to do so until September 30, 2003.

Enclosed are two copies of a contract addendum (one to return and one to keep), that your judge will need to sign so that there is no disruption in the updating of the CPT codes. Please have the judge sign where indicated and return one copy to me in the enclosed pre-stamped envelope.

As always, thank you for your business and continued support. If you have any questions please do not hesitate to call me toll free at (800) 834-0560.

Sincerely,


Robert Baird
President

2040 North Loop 336, Suite 304
Conroe, Texas 77304
(936) 756-6720
(936) 756-6741 Fax

**** CPT Addendum to Electronic Data Processing Software Service Contract ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement between Panola County herein after referred to as "Client" and Indigent Healthcare Solutions, this Addendum shall document IHS' licensing to Client updated versions of the Physicians' Current Procedural Terminology CPT™ codes a product of the American Medical Association (AMA), a coding work of nomenclature and codes for the reporting of physician services.

For the consideration of \$10.00, per concurrent user per month (\$240.00 billed annually), IHS will install and update the most recent CPT™ codes for the Client Indigent Health Care Office.

Concurrent Users 1

Annual License \$120.00 (10/01/2003 – 10/01/2004)

CPT™ codes are a copyrighted product of the American Medical Association (AMA). All notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back up copies

This Addendum is nontransferable, nonexclusive, and is for the sole purpose of internal use by Client, and only in the United States.

CPT™ codes may not be used in any public electronic bulletin board, or public computer based information system (including the Internet and World Wide Web unless subject to the provisions of this Addendum).

Client may not create a derivative product of the CPT™ codes and selling, leasing or licensing it or otherwise making the Electronic Product or any portion thereof available to any unauthorized party.

Client may only make copies of the Electronic Product for back up and / or archival purposes.

Client should ensure that anyone who has authorized access to the electronic product complies with the provisions of this agreement and the Non Exclusive License Agreement.

May 27, 2003


**** CPT Addendum to Electronic Data Processing Software Service Contract ****

If any provision of this Addendum is determined to violate any law or is unenforceable the remainder of the Addendum shall remain in full force and effect.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client

Indigent Healthcare Solutions


Signature


Signature

David L. Anderson
County Judge
Name

Robert Baird
Name

6-9-03
Date

5/30/3
Date

May 27, 2003

TREASURER'S FOURTH QUARTERLY REPORT

| FUND | BALANCE 09-30-02 | RECEIPTS | DISBURSEMENTS | BALANCE 12-31-02 |
|--|---------------------|---------------|---------------|---------------------|
| GENERAL | 10,329,543.83 | 447,099.57 | 2,100,641.57 | 8,676,001.83 |
| LAW LIBRARY | 2,514.39 | 4,266.88 | 6,674.23 | 107.04 |
| COURTHOUSE SECURITY | 131,623.73 | 6,357.46 | 0.00 | 137,981.19 |
| RECORDS MANAGEMENT | 28,267.63 | 3,270.01 | 45.04 | 31,492.60 |
| C/CLERK - RECORDS PRESERVATION | 119,205.69 | 13,391.92 | 7,427.50 | 125,170.11 |
| JUSTICE COURT TECHNOLOGY | 2,764.71 | 8.00 | 0.00 | 2,772.71 |
| TAX A/C V.I.T. INTEREST | 4,437.92 | 963.96 | 0.00 | 5,401.88 |
| ROAD & BRIDGE | 3,395,595.61 | 258,050.58 | 743,625.29 | 2,910,020.90 |
| FM & LATERAL ROAD | 789,242.01 | 9,945.59 | 107,329.29 | 691,858.31 |
| 123RD JUDICIAL DISTRICT - ADULT PROBATION | 91,113.88 | 200,947.81 | 183,350.13 | 108,711.56 |
| 123RD JUDICIAL DISTRICT - JUVENILE PROBATION | 115,718.99 | 44,409.54 | 78,845.16 | 81,283.37 |
| OLD PROBATION | 11,791.23 | 150.89 | 0.00 | 11,942.12 |
| HOT CHECK FEE FUND | 62,155.55 | 7,890.15 | 3,182.56 | 66,863.14 |
| SHERIFF OFFICE - STATE FORFEITURE | 31,706.76 | 22,885.54 | 1,747.15 | 52,845.15 |
| LAW ENFORCEMENT BLOCK GRANT | 13,226.00 | 0.00 | 2,421.93 | 10,804.07 |
| DISTRICT ATTORNEY - FORFEITURE FUND | 66,569.73 | 11,013.53 | 17,751.06 | 59,832.20 |
| DISTRICT ATTORNEY - STATE APPORTIONMENT | 11,669.94 | 36.33 | 11,483.34 | 222.93 |
| CHILDREN'S PROTECTIVE SERVICES | 14,906.67 | 2,128.54 | 3,285.48 | 13,749.73 |
| PANOLA COUNTY HEALTH FUND | 2,894,763.77 | 168,573.45 | 100,000.00 | 2,963,337.22 |
| PANOLA COUNTY AIRPORT | 148,939.19 | 22,502.77 | 12,239.09 | 159,202.87 |
| CERTIFICATES OF OBLIGATION - I & S | 0.00 | 0.00 | 0.00 | 0.00 |
| ROAD BOND 1971 | 229,602.16 | 3,040.62 | 0.00 | 232,642.78 |
| PERMANENT IMPROVEMENT | 164,848.08 | 1,998.05 | 0.00 | 166,846.13 |
| COURTHOUSE EXPANSION | 2,401,597.51 | 19,848.45 | 563,168.37 | 1,858,277.59 |
| PAYROLL TAXES & BENEFITS | 930,895.64 | 1,365,729.67 | 761,093.46 | 1,535,531.85 |
| 941 CLEARING ACCOUNT | 38.09 | 273,651.67 | 273,689.76 | 0.00 |
| EMPLOYEE BENEFIT TRUST | 45,733.29 | 196.68 | 0.00 | 45,929.97 |
| PAYROLL | 81.88 | 1,199,421.02 | 1,199,502.90 | 0.00 |
| CRIMINAL JUSTICE | 35,767.95 | 39,769.67 | 75,537.62 | 0.00 |
| ADVANCED UNDIVIDED AD VALOREM TAX | 0.21 | 8,100,000.00 | 0.00 | 8,100,000.21 |
| MEMORANDUM TOTAL ONLY | 22,074,321.84 | 12,227,548.35 | 6,253,040.93 | 28,048,829.26 |

BALANCE REPRESENTED BY.

| | |
|---|------------------------|
| DEMAND DEPOSIT - FIRST STATE BANK & TRUST | 1,154,152.26 |
| INVESTMENTS - FIRST STATE BANK & TRUST | 27,400,000.00 |
| PLUS INTANGIBLE ROYALTY INTEREST | 7,600.00 |
| PLUS CASH/CHANGE FUND | 200.00 |
| PLUS FUEL INVENTORY | 6,156.45 |
| PLUS RECEIVABLES | 373,782.83 |
| LESS ACCRUALS & PAYABLES | (893,062.28) |
| BALANCE DECEMBER 31, 2002 | <u>\$28,048,829.26</u> |

We the undersigned County Judge and Commissioners in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 9th day of June, 2003, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas.

County Judge

Commissioner - Precinct No. 1

Commissioner - Precinct No. 2

Commissioner - Precinct No. 3

Commissioner - Precinct No. 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 9th day of June, D. 2003

I, Gloria Portman, Certified County Treasurer of Panola County, certify that the above and foregoing report is true to the best of my knowledge.

Certified County Treasurer

FILED FOR RECORD
IN MY OFFICEAT 3:25 O'CLOCK P M

JUN - 9 2003

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY Mickey Dorman DEPUTY

PANOLA COUNTY
2003
BUDGET AMENDMENT #5

GENERAL FUND

Additional Revenues:

| | | |
|----------------------------------|---------|----------------|
| Cash Balance - Beginning of Year | 105,000 | |
| TOTAL | | <u>105,000</u> |

Additional Expenditures:

Corrections

| | | |
|-------------------|---------------|--------|
| Medical Prisoners | <u>50,000</u> | |
| TOTAL | | 50,000 |

Miscellaneous & Non-Departmental

| | | |
|---|---------------|--------|
| Capital Outlay - Equipment (Phone System) | <u>50,000</u> | |
| TOTAL | | 50,000 |

Criminal District Attorney

| | | |
|--------------------|--------------|-------|
| Special Prosecutor | <u>5,000</u> | |
| TOTAL | | 5,000 |

District Court

| | | |
|-----------------------|--------------|-------|
| Professional Services | (1,000) | |
| Conferences and Dues | <u>1,000</u> | |
| TOTAL | | - 0 - |

| | | |
|--------------------------|--|----------------|
| GRAND TOTAL GENERAL FUND | | <u>105,000</u> |
|--------------------------|--|----------------|

ROAD & BRIDGE FUND

Additional Revenues:

| | | |
|------------------------------|----------------|----------------|
| Proceeds Financing Agreement | <u>291,680</u> | |
| TOTAL | | <u>291,680</u> |

Additional Expenditures:

Maintenance & Capital Outlay

| | | |
|--|-----------------|---------|
| Capital Outlay - Equipment (Reclaimer & Mixer) | 364,600 | |
| Contractor Services | (30,000) | |
| Bridge Construction | <u>(49,857)</u> | |
| TOTAL | | 284,743 |

Debt Service

| | | |
|------------------|--------------|-------|
| Interest Expense | <u>6,937</u> | |
| TOTAL | | 6,937 |

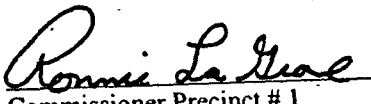
| | | |
|--------------------------------|--|----------------|
| GRAND TOTAL ROAD & BRIDGE FUND | | <u>291,680</u> |
|--------------------------------|--|----------------|

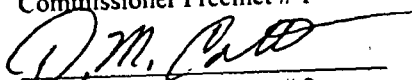
PANOLA COUNTY
2003
BUDGET AMENDMENT # 5

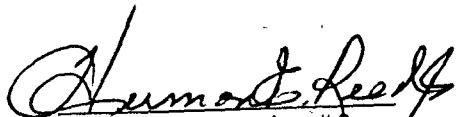
We hereby amend the Panola County Budget for the Fiscal Year 2003 as set forth above according to the procedures outlined under Vernon's Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2003 Panola County Budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2003 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2003.

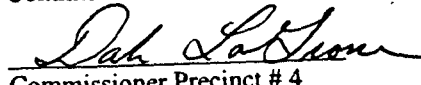
Signed on this 9 day of June, 2003.


County Judge



Commissioner Precinct # 1

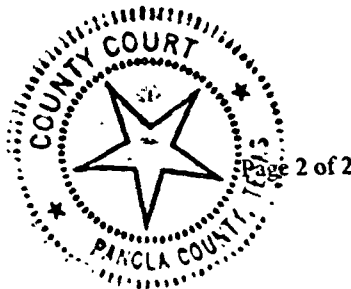

Commissioner Precinct # 2


Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 9th day of June, 2003 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-09-03

David L. Anderson
David L. Anderson,
County Judge

VOL. 42 PAGE 373

NAME: Allan D. Cain

POSITION: Department Head - Veterans Service Office

DEPARTMENT: Veterans Service Office

DATE: May 23, 2003

CONFERENCE: Veterans Service Officer Seminar

LOCATION: VA Regional Office in Waco, TX

DATES: June 12, 2003 to June 12, 2003

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the ^{meeting} conference meet your educational requirements for the year? No

If not, how much of your requirements will be met by this ^{meeting} conference? None

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

None

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

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 an information meeting with the Director and Department

Heads from the VA Regional Office.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED
06-09-03

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

June 2, 2003David L. Anderson
County Judge

CONFERENCE:

Region 10 CTAT - Semi-annual Meeting

LOCATION:

Lufkin, Texas (tentatively)

DATES:

August 2003

to

(date uncertain)

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? None

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

20 hours for certification; 10 hours PEIA.How many days have you been away from your job this year for conferences, not counting this conference? 5Do 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 a networking session of sixteen
treasurers.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-09-03

David L. Anderson
David L. Anderson,
County Judge

VOL. 42 PAGE 375

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

June 2, 2003

CONFERENCE:

CTAT - Annual Fall Conference

LOCATION:

Waco, Texas

DATES:

September 15, 2003 to September 19, 2003

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

3

Does the conference meet your educational requirements for the year?

No

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

None

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

20 hours for certification; 10 hours PFIA.

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

6

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 conference will enhance our education.


Legislative changes will be discussed.

VOL.

42 PAGE

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

APPROVED
06-09-03


David L. Anderson,
County Judge

NAME:

Margaret Caldwell

POSITION:

County Extension Agent-FCS

DEPARTMENT:

Texas Cooperative Extension

DATE:

5-28-03

CONFERENCE:

Annual Meeting of Texas Extension Association of Family &
Consumer Sciences

LOCATION:

Brenham, Texas

DATES:

July 30, 2003 to August 1, 2003

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

Does the conference meet your educational requirements for the year? No

If not, how much of your requirements will be met by this conference? 1/4

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

No conferences; 4 one-day in-service trainings.

How many days have you been away from your job this year for conferences, not counting this conference? 0

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 meeting of Extension FCS agents and includes a business

meeting, awards program, and a workshop-on-the-move tour.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-09-03

David L. Anderson
David L. Anderson,
County Judge

VOL. 42 PAGE 377

NAME: Mickey Dorman
POSITION: County Clerk
DEPARTMENT: County Clerk
DATE: 5-28-03

CONFERENCE: ACS Users Meeting
LOCATION: The Woodlands, TX
DATES: Aug 23 to Aug 24
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? na

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

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

na
How many days have you been away from your job this year for conferences, not counting this conference? 7

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 to learn more about work of ACS and
make suggestions we feel might make
their product better for our needs

VOL.

42 PAGE 378

APPROVED

06-09-03

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

David L. Anderson
David L. Anderson,
County Judge

NAME:

Nanna Chestnut

POSITION:

LHC COORD

DEPARTMENT:

DATE:

6-3-03

CONFERENCE:

LHC ADVISORY MEETING

LOCATION:

Austin

DATES:

6-23-03

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

3

Does the conference meet your education requirements for the year?

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

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

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

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

APPROVED
06-09-03

David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: VIANNA CHESHIRE

POSITION: IHC COORD.

DEPARTMENT: _____

DATE: 6-8-03

CONFERENCE: Reg. IHC Meeting

LOCATION: Iyler RTDC Campus

DATES: 6-12-03 Iyler

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your education requirements for the year? _____

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

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

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

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

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PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-09-03

David L. Anderson
David L. Anderson,
County Judge

NAME: David Jeter
POSITION: Chief Deputy
DEPARTMENT: Sheriff's
DATE: 6/3/03

CONFERENCE: Critical Incident Team Leader Seminar

LOCATION: Longview, TX

DATES: 6/30/03 to 7/1/03

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

Does the conference meet your educational requirements for the year? NO

If not, how much of your requirements will be met by this conference? 16 HRS

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

How many days have you been away from your job this year for conferences, not counting this conference? 3 days

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.)

Training in the supervision of critical incidents.

APPROVED
06-09-03
David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Sgt. Sarah Fields
POSITION: Sgt.
DEPARTMENT: Sheriff's
DATE: 6-3-03

CONFERENCE: Crimes Against Children
LOCATION: Dallas, Tx
DATES: 8/18/03 to 8/21/03

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your educational requirements for the year? NO

If not, how much of your requirements will be met by this conference? 40

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

How many days have you been away from your job this year for conferences, not counting this conference? 5


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.)
Training in Child Abuse Investigation.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

06-09-03


David L. Anderson,
County Judge

NAME: Jennifer Stacy
POSITION: 2nd assistant county auditor
DEPARTMENT: County Auditor
DATE: 6-3-03

CONFERENCE: Budgetary Accounting & the Budget Process
LOCATION: Plano, TX
DATES: June 26 to June 26

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1 1/2 daysDoes the conference meet your educational requirements for the year? NAIf not, how much of your requirements will be met by this conference? NA

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

NAHow many days have you been away from your job this year for conferences, not counting this conference? noneDo 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.)

I will learn to effectively use the budgetary software that the county has purchased.

ACTION ITEMS

Panola County

06 Jun 2003

THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

01:56:55pm

Open Invoices thru 06/09/03

PAGE 1

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

| | | | | | |
|--|-----------|--|--------|--|------------|
| * Due 2681-A T & T ONAMA | \$72.62 | | \$0.00 | | \$ 72.62 |
| * Due 3073-A T & T WIRELESS R & B | \$142.45 | | \$0.00 | | \$ 142.45 |
| * Due 3522-AAA COMPUTER PRODUCTS, INC. | \$238.16 | | \$0.00 | | \$ 238.16 |
| * Due 605-ABC AUTO PARTS | \$1006.69 | | \$0.00 | | \$ 1006.69 |
| * Due 1475-ACE HARDWARE OF EAST TEX | \$282.54 | | \$0.00 | | \$ 282.54 |
| * Due 135-ALLTEL | \$124.59 | | \$0.00 | | \$ 124.59 |
| * Due 1762-ANDY FAVORS | \$18.74 | | \$0.00 | | \$ 18.74 |
| * Due 1491-ARS INC | \$1135.00 | | \$0.00 | | \$ 1135.00 |
| * Due 2833-AUTO EXPRESS LUBE | \$218.40 | | \$0.00 | | \$ 218.40 |
| * Due 562-BAXTER SALES CO INC. | \$1047.49 | | \$0.00 | | \$ 1047.49 |
| * Due 524-BOBBY J. PHILLIPS | \$1350.00 | | \$0.00 | | \$ 1350.00 |
| * Due 157-BROOKSHIRE BROTHERS, INC. | \$249.27 | | \$0.00 | | \$ 249.27 |
| * Due 6-CAIN HARDWARE AND LUMBER CO | \$476.16 | | \$0.00 | | \$ 476.16 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

PAGE 2

| | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|--------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 3005-CANON FINANCIAL SERVICES | \$184.00 | | | \$0.00 | | | \$ 184.00 |
| * Due 124-CARTHAGE AG & VET SUPPLY | \$198.78 | | | \$0.00 | | | \$ 198.78 |
| * Due 2560-CARTHAGE DISCOUNT TIRE | \$169.90 | | | \$0.00 | | | \$ 169.90 |
| * Due 8-CARTHAGE MACHINE AND WELDING | \$24.90 | | | \$0.00 | | | \$ 24.90 |
| * Due 95-CARTHAGE OFFICE SUPPLY, IN | \$929.05 | | | \$0.00 | | | \$ 929.05 |
| * Due 150-CASSITY JONES HARDWARE | \$16.95 | | | \$0.00 | | | \$ 16.95 |
| * Due 442-CHARLES BAILEY | \$25.00 | | | \$0.00 | | | \$ 25.00 |
| * Due 545-CHARLES C. DICKERSON | \$350.00 | | | \$0.00 | | | \$ 350.00 |
| * Due 37-CITY OF CARTHAGE | \$23350.00 | | | \$0.00 | | | \$ 23350.00 |
| * Due 1143-COMPLETE PRINTING & PUBL | \$418.62 | | | \$0.00 | | | \$ 418.62 |
| * Due 195-COREY BARKHEAD | \$700.00 | | | \$0.00 | | | \$ 700.00 |
| * Due 2769-COX COMMUNICATIONS INC | \$59.85 | | | \$0.00 | | | \$ 59.85 |
| * Due 28-CRAIG MILAN ELECTRIC | \$495.00 | | | \$0.00 | | | \$ 495.00 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

PAGE 3

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

| | | | | | |
|--------------------------------------|------------|--|--------|--|-------------|
| * Due 513-CREATIVE SWITCHING DESIGN | \$170.00 | | \$0.00 | | \$ 170.00 |
| * Due 775-DAVID BROOKS | \$100.00 | | \$0.00 | | \$ 100.00 |
| * Due 528-DAVID GRAY | \$5.84 | | \$0.00 | | \$ 5.84 |
| * Due 3240-DEBBIE'S BEST WATER STORE | \$15.50 | | \$0.00 | | \$ 15.50 |
| * Due 1376-DUANE PARKER | \$600.00 | | \$0.00 | | \$ 600.00 |
| * Due 2791-EARTHGRAINS BAKING COS | \$489.64 | | \$0.00 | | \$ 489.64 |
| * Due 909-EAST TEXAS HACK SALES INC | \$336.86 | | \$0.00 | | \$ 336.86 |
| * Due 3505-EAST TEXAS PATHOLOGY SER | \$438.61 | | \$0.00 | | \$ 438.61 |
| * Due 3510-EAST TEXAS PHYSICIANS C | \$1350.00 | | \$0.00 | | \$ 1350.00 |
| * Due 2964-ELLIOTT ELECTRIC SUPPLY | \$8.52 | | \$0.00 | | \$ 8.52 |
| * Due 1451-ERCON | \$16333.59 | | \$0.00 | | \$ 16333.59 |
| * Due 2066-ETNC CARTHAGE | \$14946.21 | | \$0.00 | | \$ 14946.21 |
| * Due 3026-ETOX | \$29.40 | | \$0.00 | | \$ 29.40 |
| * Due 93-EXCEL FORD LINCOLN MERCUR | \$1311.45 | | \$0.00 | | \$ 1311.45 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/0306 Jun 2003
PAGE 4

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

| | | | | | |
|--------------------------------------|-----------|--|--------|--|------------|
| * Due 127-EXXONMOBIL | \$200.74 | | \$0.00 | | \$ 200.74 |
| * Due 1962-FARM PLAN | \$178.60 | | \$0.00 | | \$ 178.60 |
| * Due 1681-FIRE & SAFETY EQUIPMENT | \$38.00 | | \$0.00 | | \$ 38.00 |
| * Due 14-FIRMIN'S OFFICE CITY | \$861.48 | | \$0.00 | | \$ 861.48 |
| * Due 1161-FLORENCE SINS | \$25.00 | | \$0.00 | | \$ 25.00 |
| * Due 53-FUTURE EQUIPMENT CO INC | \$788.76 | | \$0.00 | | \$ 788.76 |
| * Due 07-GOVERNMENT RECORDS SERVICE | \$300.00 | | \$0.00 | | \$ 300.00 |
| * Due 1994-HART'S AUTO SUPPLY | \$364.99 | | \$0.00 | | \$ 364.99 |
| * Due 370-HIGH POINT COMMUNICATIONS | \$35.87 | | \$0.00 | | \$ 35.87 |
| * Due 3255-HOLT COMPANY OF TEXAS | \$2166.21 | | \$0.00 | | \$ 2166.21 |
| * Due 3210-INDIGENT HEALTHCARE SOLUS | \$945.00 | | \$0.00 | | \$ 945.00 |
| * Due 1605-INDUSTRIAL OILS UNLIMITES | \$490.32 | | \$0.00 | | \$ 490.32 |
| * Due 2866-IOS CAPITAL | \$233.00 | | \$0.00 | | \$ 233.00 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

PAGE 5

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

| | | | | | |
|--------------------------------------|----------|--|--------|--|-----------|
| * Due 3283-J & N AIRCRAFT SUPPLY INC | \$190.93 | | \$0.00 | | \$ 190.93 |
| * Due 2806-JAMES KEITH KNIGHT | \$25.00 | | \$0.00 | | \$ 25.00 |
| * Due 2520-JOHN F. NIELSEN, W.O. | \$300.00 | | \$0.00 | | \$ 300.00 |
| * Due 943-KEVIN LAKE | \$47.65 | | \$0.00 | | \$ 47.65 |
| * Due 217-KILGORE COLLEGE | \$525.00 | | \$0.00 | | \$ 525.00 |
| * Due 84-KIRBY RESTAURANT SUPPLY | \$520.92 | | \$0.00 | | \$ 520.92 |
| * Due 1608-KUSTON SIGNALS INC | \$135.00 | | \$0.00 | | \$ 135.00 |
| * Due 241-KYLE ANIMAL CLINIC | \$126.00 | | \$0.00 | | \$ 126.00 |
| * Due 3121-L. B. RESOURCES | \$113.70 | | \$0.00 | | \$ 113.70 |
| * Due 3074-L.C. & J. CLAYTON LAGRONE | \$35.00 | | \$0.00 | | \$ 35.00 |
| * Due 405-LARRY FIELDS | \$250.00 | | \$0.00 | | \$ 250.00 |
| * Due 443-LINNER PERKINS | \$118.50 | | \$0.00 | | \$ 118.50 |
| * Due 1066-LINDA POPE | \$22.32 | | \$0.00 | | \$ 22.32 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

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| | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|--------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 1240-N. G. CLEANERS | \$456.02 | | | \$0.00 | | | \$ 456.02 |
| * Due 1404-NERVIN SCOTT | \$25.00 | | | \$0.00 | | | \$ 25.00 |
| * Due 748-MOORE'S TRUCK TIRE CENTER | \$607.52 | | | \$0.00 | | | \$ 607.52 |
| * Due 425-MORRIS SANFORD JR. | \$3000.00 | | | \$0.00 | | | \$ 3000.00 |
| * Due 2148-MORRISON SUPPLY COMPANY | \$4344.46 | | | \$0.00 | | | \$ 4344.46 |
| * Due 3030-O'REILLY AUTO PARTS | \$369.00 | | | \$0.00 | | | \$ 369.00 |
| * Due 3091-OAK HILL RADIOLOGY ASSO | \$490.03 | | | \$0.00 | | | \$ 490.03 |
| * Due 3327-OFFICE DEPOT CARD PLAN | \$1768.94 | | | \$0.00 | | | \$ 1768.94 |
| * Due 3202-OLNSTED-KIRK PAPER CONPA | \$696.95 | | | \$0.00 | | | \$ 696.95 |
| * Due 3316-PANOLA WORTHINGTON | \$2030.00 | | | \$0.00 | | | \$ 2030.00 |
| * Due 774-PANOLA COLLEGE | \$1032.00 | | | \$0.00 | | | \$ 1032.00 |
| * Due 302-PANOLA COUNTY APPRAISAL | \$16372.65 | | | \$0.00 | | | \$ 16372.65 |
| * Due 512-PANOLA COUNTY GENERAL FUND | \$45.00 | | | \$0.00 | | | \$ 45.00 |
| * Due 3474-PANOLA COUNTY PLUMBING | \$661.00 | | | \$0.00 | | | \$ 661.00 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

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

| | | | | | |
|-------------------------------------|-----------|--|--------|--|------------|
| * Due 103-PEGUES-HURST MOTOR CO. | \$31.86 | | \$0.00 | | \$ 31.86 |
| * Due 2471-PETTY'S LAWN SPRINKLERS | \$5500.00 | | \$0.00 | | \$ 5500.00 |
| * Due 69-PITNEY BOWES | \$78.52 | | \$0.00 | | \$ 78.52 |
| * Due 3062-QUALITY FOODS INC | \$3169.84 | | \$0.00 | | \$ 3169.84 |
| * Due 412-QUILL CORPORATION | \$766.33 | | \$0.00 | | \$ 766.33 |
| * Due 3475-R. COLLIN UNDERWOOD | \$1250.00 | | \$0.00 | | \$ 1250.00 |
| * Due 310-RADIO SHACK | \$79.99 | | \$0.00 | | \$ 79.99 |
| * Due 41-RAYMOND C. SCHIEFFER CPA | \$375.00 | | \$0.00 | | \$ 375.00 |
| * Due 3519-RELIABLE HEALTHCARE | \$50.00 | | \$0.00 | | \$ 50.00 |
| * Due 525-RICK MCPHERSON | \$3250.00 | | \$0.00 | | \$ 3250.00 |
| * Due 904-ROBERT SHERMAN | \$3000.00 | | \$0.00 | | \$ 3000.00 |
| * Due 185-ROBERT UNDERWOOD | \$1350.00 | | \$0.00 | | \$ 1350.00 |
| * Due 86-RUSK COUNTY ELECTRIC COOP. | \$520.81 | | \$0.00 | | \$ 520.81 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

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| | Gross Amount | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|--|--------------|------|------|----------|------|------|--------------|
| * Due 3296-S. D. TWOMEY | \$25.00 | | | \$0.00 | | | \$ 25.00 |
| * Due 121-SAHRY BROWN LIBRARY | \$38.64 | | | \$0.00 | | | \$ 38.64 |
| * Due 463-SANDRA KING | \$750.00 | | | \$0.00 | | | \$ 750.00 |
| * Due 189-SBC | \$81.24 | | | \$0.00 | | | \$ 81.24 |
| * Due 31-SCOTT-MERRINAN, INC. | \$847.75 | | | \$0.00 | | | \$ 847.75 |
| * Due 3520-SENTRY SECURITY FASTNERS,\$23.34 | | | | \$0.00 | | | \$ 23.34 |
| * Due 136-SHELBY LP GAS COMPANY | \$27.60 | | | \$0.00 | | | \$ 27.60 |
| * Due 2895-SHERIFF'S ASSOCIATION OF \$200.00 | | | | \$0.00 | | | \$ 200.00 |
| * Due 1674-STAT INC | \$175.00 | | | \$0.00 | | | \$ 175.00 |
| * Due 1603-STEPHEN F. AUSTIN STATE U\$25.00 | | | | \$0.00 | | | \$ 25.00 |
| * Due 980-STEVE MOTORS | \$2689.50 | | | \$0.00 | | | \$ 2689.50 |
| * Due 3219-STUDIO 23 | \$46.50 | | | \$0.00 | | | \$ 46.50 |
| * Due 3285-SUE SMITH | \$59.84 | | | \$0.00 | | | \$ 59.84 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

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| | Gross Amount. | Req. | Req. | Discount | Req. | Req. | Net Amt..... |
|-------------------------------------|---------------|------|------|----------|------|------|--------------|
| * Due 2959-SUZZANE H. BLAKE RD | \$250.00 | | | \$0.00 | | | \$ 250.00 |
| * Due 2960-TERRY W. BLAKE PA-C | \$995.00 | | | \$0.00 | | | \$ 995.00 |
| * Due 130-TEXACO/SHELL | \$22.30 | | | \$0.00 | | | \$ 22.30 |
| * Due 2581-TEXAS AGRICULTURAL EXTEN | \$700.00 | | | \$0.00 | | | \$ 700.00 |
| * Due 295-TEXAS ASSOCIATION OF CO | \$53251.75 | | | \$0.00 | | | \$ 53251.75 |
| * Due 3009-TEXAS PARKS & WILDLIFE | \$284.75 | | | \$0.00 | | | \$ 284.75 |
| * Due 3082-TEXAS PARKS & WILDLIFE | \$310.25 | | | \$0.00 | | | \$ 310.25 |
| * Due 3399-TEXAS TRAUMA & EMERGENC | \$2918.00 | | | \$0.00 | | | \$ 2918.00 |
| * Due 2500-TEXAS WILDLIFE DAMAGE | \$1800.00 | | | \$0.00 | | | \$ 1800.00 |
| * Due 1904-THE COMPUTER SHOP | \$270.45 | | | \$0.00 | | | \$ 270.45 |
| * Due 231-THE PATTERSON INSURANCE | \$444.00 | | | \$0.00 | | | \$ 444.00 |
| * Due 161-THE SOFTWARE GROUP | \$522.92 | | | \$0.00 | | | \$ 522.92 |
| * Due 33-THYSSENKRUPP ELEVATOR | \$144.00 | | | \$0.00 | | | \$ 144.00 |
| * Due 1-TOLEDO AUTOMOTIVE | \$1127.32 | | | \$0.00 | | | \$ 1127.32 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

PAGE 10

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

| | | | | | |
|--------------------------------------|-----------|--|--------|--|------------|
| * Due 1990-TRI-STATE FASTENERS & SUP | \$43.39 | | \$0.00 | | \$ 43.39 |
| * Due 123-TYSON FOODS, INC. | \$72.00 | | \$0.00 | | \$ 72.00 |
| * Due 1896-UNIFIRST | \$1123.94 | | \$0.00 | | \$ 1123.94 |
| * Due 253-UNIVERSAL TINE EQUIPMENT | \$843.51 | | \$0.00 | | \$ 843.51 |
| * Due 3391-WALMART COMM JUV | \$21.84 | | \$0.00 | | \$ 21.84 |
| * Due 3419-WALMART COMM MAINT | \$61.74 | | \$0.00 | | \$ 61.74 |
| * Due 2971-WALMART COMMUNITY SO | \$346.05 | | \$0.00 | | \$ 346.05 |
| * Due 3390-WALMART COMMUNITY TO | \$27.31 | | \$0.00 | | \$ 27.31 |
| * Due 1834-WHITAKER PLUMBING | \$57.50 | | \$0.00 | | \$ 57.50 |
| * Due 149-WHOLESALE SUPPLY INC | \$175.00 | | \$0.00 | | \$ 175.00 |
| * Due 2914-WILLOUGHBY INDUSTRIES | \$1380.00 | | \$0.00 | | \$ 1380.00 |
| * Due 2484-WINGFOOT COMMERCIAL TIRE | \$481.74 | | \$0.00 | | \$ 481.74 |
| * Due 64-XEROX CORPORATION | \$1023.39 | | \$0.00 | | \$ 1023.39 |

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/09/03

06 Jun 2003

PAGE 11

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

| | | | | | |
|---------------------------------|-------------|--|--------|--|--------------|
| * Due 3126-YARD BOY GRASS SALES | \$616.00 | | \$0.00 | | \$ 616.00 |
| Totals | \$204083.05 | | \$0.00 | | \$ 204083.05 |

412 records listed.

TELEPHONE
(903) 693-0391



FAX
(903) 693-2726

COUNTY JUDGE
DAVID L. ANDERSON
PANOLA COUNTY COURTHOUSE
CARTHAGE, TEXAS 75633

June 9, 2003

Ms. Kay Tuggle
Unclaimed Property Division
Comptroller of Public Accounts
P. O. Box 13528
Austin, Texas 78711-3528

Re: Electric Coop Unclaimed Capital Credits

Dear Ms. Tuggle:

The Panola County Commissioners' Court, while meeting in Regular Session this date, authorized me to request the County's portion of the unclaimed money received by the Comptroller from electric coops.

The funds are for use by the Panola County Chamber of Commerce's Economic Development Program and its name, address, and federal tax identification number are enclosed.

As County Judge, head of the Commissioners' Court (governing body) of Panola County, Texas, I certify that the purpose of these funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

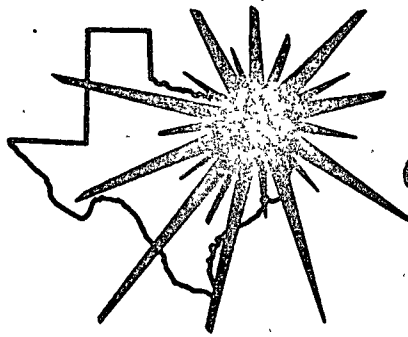
Thank you in advance for your assistance in this regard.

Sincerely,

A handwritten signature in cursive script that reads "David L. Anderson".

David L. Anderson
County Judge

DLA:lj



Panola County
CHAMBER OF COMMERCE
300 W. PANOLA PHONE (803) 693-6634
CARTHAGE, TEXAS 75633

June 9, 2003

Honorable Judge David Anderson
Panola County Courthouse
110 S. Sycamore
Carthage, TX 75633

Dear Judge Anderson;

The Panola County Chamber of Commerce requests your consideration for the Electric Coop. funds given back to the County under section 74.602(b)(3) of the Texas Property Code.

The funds will be used for the economic development activities of the Chamber of Commerce in compliance with Section 381.004 of the Texas Local Government Code. Our federal tax ID# is 750-71-5353.

Thank you so much for your consideration in this matter.

Sincerely,

Tommie Ritter Smith

Tommie Ritter Smith
President

State of Texas
County of Panola

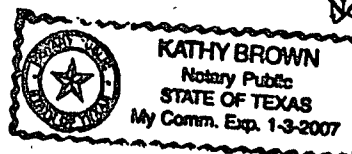
Before me, a notary public, on this day personally appeared

Tommie Ritter Smith

known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office the 4th day of June, 2003.

Kathy Brown
Notary Public's Signature



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[PEPP LOGO]

[ACEC LOGO]

[ASCE LOGO]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of MAY 27 JUNE 9, 2003 2001 ("Effective Date")
between
Panola County, Texas
and
ARF Engineering, Inc. ("ENGINEER")

Owner intends to make revisions to the existing Panola County Courthouse to take advantage of additional space available in the building resulting from the relocation of the Courtrooms, Judges Offices and District Attorney's Offices. Existing County and District Courtrooms on the second floor of the Panola County Courthouse are to be expanded to accommodate the needs of the offices of the County Clerk and District Clerk Offices. Other incidental work may involve the relocation of the County Treasurer's Offices and Justice of Peace Offices if directed by Panola County.

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER**1.01 Scope**

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES**2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES**3.01 General**

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER**4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01 A and 4.01 B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In

addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project

to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques,

sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER

assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others

on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of

ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or

near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks**A. Indemnification**

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its

officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*—The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*—This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*—The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*—The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*—A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*—The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*—The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*—The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*—Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*—The moneys payable by OWNER to Contractor for completion of the Work in

accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*—The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*—An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*—The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*—An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*—That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*—The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*—Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*—A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*—That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations, Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*—Polychlorinated biphenyls.

30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*—The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information

which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*—The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*—The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*—That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The

terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements the General Conditions.

41. **Total Project Costs**—The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. **Work**—The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. **Written Amendment**—A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.
Appendix 1 consisting of 1 page
Appendix 2 consisting of 1 page

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 0 pages. (not used)

E. Exhibit E, "Notice of Acceptability of Work," consisting of 1 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages. (not used)

G. Exhibit G, "Insurance," consisting of 2 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 14 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Panola County, TexasBy: *Dan Anderson*

Title: _____

Date Signed: June 9, 2003

Address for giving notices:

Panola County Courthouse, Room 216 A
110 South Sycamore
Carthage, Texas 75633Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

ENGINEER:

ARF Engineering, Inc.By: *Burl R. Richardson*
Burl R. Richardson, PE

Title: _____ President

Date Signed: June 9, 2003

Address for giving notices:

3201 South Medford Drive
Suite 107
Lufkin, Texas 75901Designated Representative (paragraph 6.02.A):

_____Burl R. RichardsonTitle: Professional EngineerPhone Number: (936) 637-6969Facsimile Number: (936) 637-6969E-Mail Address: arf@lcc.net

This is EXHIBIT A, consisting of 9 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003.

Initial:

OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART I – BASIC SERVICES

A1.01 Study and Report Phase

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.
5. Perform or provide the following additional Study and Report Phase tasks or deliverables:
6. Furnish 2 review copies of the Report to OWNER within 14 days of authorization to begin services and review it with OWNER.
7. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 2 final copies of the revised Report to the OWNER within 14 days after completion of reviewing it with OWNER.

B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A1.02 Preliminary Design Phase

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 7 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 7 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
6. Submit final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is One.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and

authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER.

16. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. Additional Tasks. Perform or provide the following additional Construction Phase tasks or deliverables:

18. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 - ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

Page 8 of 9 Pages
(Exhibit A - ENGINEER's Services)

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Page 9 of 9 Pages
(Exhibit A - ENGINEER's Services)

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003.

Initial:
OWNER _____
ENGINEER _____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Page 2 of 3 Pages
(Exhibit B - OWNER's Responsibilities)

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services:

Page 3 of 3 Pages
(Exhibit B - OWNER's Responsibilities)

This is EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003.

Initial:

OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE ENGINEER

C4.01 For Basic Services Having A Determined Scope –Percentage of Construction Cost Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. General. An amount equal to 10 percent of the Constructin Cost based on the total of contracts for construction services including any change orders that may be issued.

- | | |
|----------------------------------|-----|
| a. Study and Report Phase | 15% |
| b. Preliminary Design Phase | 20% |
| c. Final Design Phase | 35% |
| d. Bidding and Negotiating Phase | 10% |
| e. Construction Phase | 20% |

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of

the total services actually completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 8 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

This is Appendix 1 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003

Initial:

OWNER _____
ENGINEER _____**Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

| | |
|---|------------------------------|
| FAX | \$.10 /page |
| 8"x11" Copies/Impression | .10 /page |
| Blue Print Copies | .30 /sq. ft. |
| Reproducible Copies (Mylar) | 1.50 /sq. ft. |
| Reproducible Copies (Paper) | 1.00 /sq. ft. |
| Mileage (auto) | .35 /mile |
| Field Truck Daily Charge | /day |
| Mileage (Field Truck) | /mile |
| Field Survey Equipment | /day |
| Confined Space Equipment | /day plus expenses |
| Resident Project Representative Equipment | /month |
| Computer CPU Charge | /hour |
| Personal Computer Charge | /hour |
| CAD Charge | /hour |
| CAE Terminal Charge | /hour |
| VCR and Monitor Charge | /day, \$ /week, or \$ /month |
| Video Camcorder | /day, plus \$ /tape |
| Electrical Meters Charge | /week, or \$ /month |
| Flow Meter Charge | /week, or \$ /month |
| Rain Gauge | /week, or \$ /month |
| Sampler Charge | /week, or \$ /month |
| Dissolved Oxygen Tester Charge | /week |
| Fluorometer | /week |
| Laboratory Pilot Testing Charge | /week, or \$ /month |
| Soil Gas Kit | /day |
| Submersible Pump | /day |
| Water Level Meter | /day, or \$ /month |
| Soil Sampling | /sample |
| Groundwater Sampling | /sample |
| Health and Safety Level D | /day |
| Health and Safety Level C | /day |
| Electronic Media Charge | /hour |
| Long Distance Phone Calls | at cost |
| Meals and Lodging | at cost |

This is Appendix 2 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003

Initial:

OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

| | | |
|-----------------|------------------|---------------|
| Billing Class 9 | Senior Associate | \$ _____/hour |
| Billing Class 8 | Staff Manager | _____/hour |
| Billing Class 7 | Professional VI | _____/hour |
| Billing Class 6 | Professional V | _____/hour |
| Billing Class 5 | Professional IV | _____/hour |
| Billing Class 4 | Professional III | _____/hour |
| Billing Class 3 | Professional II | _____/hour |
| Billing Class 2 | Technician II | _____/hour |
| Billing Class 1 | Cad Drafter | 45 ____/hour |
| Principal | | 90 ____/hour |
| Support Staff | | 40 ____/hour |

SUGGESTED FORMAT
(for use with No. 1910-1, 1996 Edition)

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated May 27, 2001.

Initial:
OWNER _____
ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER: _____

OWNER's Construction Contract Identification: _____

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT: _____

CONSTRUCTION CONTRACT DATE: _____

ENGINEER: _____

To: _____ **OWNER**

And To: _____ **CONTRACTOR**

The undersigned hereby gives notice to the above **OWNER** and **CONTRACTOR** that the completed Work furnished and performed by **CONTRACTOR** under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated May 27, 2003.

Initial:

OWNER _____
ENGINEER _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

| | |
|---|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability -- | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident | \$1,000,000 |

2. By OWNER:

| | |
|---------------------------------------|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident | Exempt |
| 2) Disease, Policy Limit | Exempt |
| 3) Disease, Each Employee | Exempt |
| c. General Liability -- | |
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and | |

Property Damage):

\$1,000,000

d. Excess Umbrella Liability –

1) Each Occurrence:

N/A

2) General Aggregate:

N/A

e. Automobile Liability –

1) Combined Single Limit

(Bodily Injury and Property Damage):

Each Accident

\$1,000,000

B. Additional Insureds

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insured as provided in paragraph 6.05.B:

- a. ARF Engineering, Inc.
ENGINEER

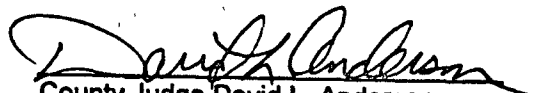
ORDER #2003-02

WHEREAS, the Commissioners' Court of Panola County desires to employ an architectural engineer to draw plans for remodeling the Panola County Courthouse; and

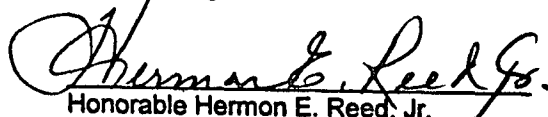
WHEREAS, Article 262.024 V.T.C.A. grants an exemption from competitive bidding and competitive proposal requirements for professional services;

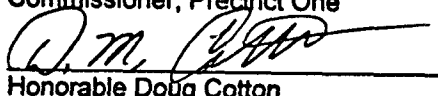
NOW, THEREFORE, the Panola County Commissioners' Court does hereby claim that exemption in the employment of ARF Engineering, Inc., for matters pertaining to the remodeling of the Panola County Courthouse.

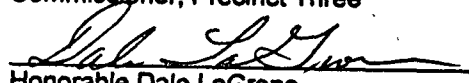
PASSED, APPROVED, and ADOPTED in Open Court this 9th day of June, 2003.


County Judge David L. Anderson


Honorable Ronnie LaGrone
Commissioner, Precinct One

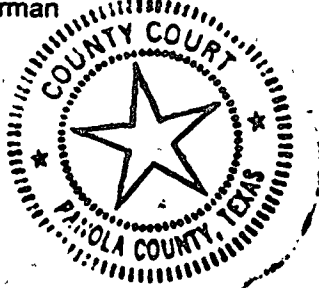

Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Doug Cotton
Commissioner, Precinct Two


Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:


County Clerk Mickey Dorman



VOL. 42 PAGE 428

Fax 6/2/03

To: Panama Co. Courthouse

Attention: Fred Hightower

From: Russell's Floors & Interiors

Fred, This is the bid you wanted.
I figured doing it on a Saturday.

Thanks,

Alyn Russell

936-598-2888

86/02/2003 15:41
509 U S Hwy. 96 N
Center, Texas 75935
(936) 598-2888
1-800-790-2888

9365986838

RUSSELL FLOORS

838
RUSSELL'S
FLOORS & INTERIORS

PAGE 02

**Carpet • Vinyl
Ceramic Tile
Laminated Flooring
Blinds**

3560

YOL.

42 PAGE 429

Customer: Paula Co. Cunningham
Address _____
Telephone (work) _____ (home) _____

Bid
Contractor 6/2/03

| MATERIAL | QUANTITY | PRICE | TOTAL |
|--|----------|-------|-----------|
| Take up old carpet & install new Passport 28 unitary carpet in main entrance & stairs off front door & one main stairway landing doors to 1st floor. | | | \$1960.00 |
| Thank you, <i>[Signature]</i> | | | \$1960.00 |

**PAYMENT IS DUE UPON COMPLETION
OF JOB UNLESS PRIOR
ARRANGEMENTS HAVE BEEN MADE**

COMPLETE PRINTING & PUBLISHING, INC. 800-994-2221

VOL. 42 PAGE 430

FROM : B-B GLASS

FAX NO. : 694-2051

Jun. 03 2003 10:31AM P1

**B & B GLASS & MIRROR
1985 STATE HWY 149
CARTHAGE, TX 75633**

Attn:

Maintenance

Fred

Hightower

FROM : B-B GLASS

FAX NO. : 694-2051

Jun. 03 2003 10:32AM P2

VIKING OFFICE PRODUCTS Form No. JT2
To reorder call toll-free 1 800-421-1222**SALES SLIP**

No. 008336

B & B GLASS & MIRROR
 JOHN PATTERSON (803) 693-7593
 1985 STATE HWY 149 CARTHAGE, TX 75833
 A PAST DUE CHARGE OF 1% WILL BE
 ADDED MONTHLY ON BALANCES OVER 30 DAYS

VOL. 42 PAGE 431

CUSTOMER'S ORDER NO. *Fred Nighlamer* DATE *6-2-2K3*
 NAME *Panola County Courthouse* PHONE NUMBER
 ADDRESS

| SOLD BY | CASH | C.O.D. | CHECK | CREDIT | MOSE REF | PAID OUT |
|--|------|--------|-------|--------|----------|----------|
| <p>2 sets of gates to shut off stairwells to 3rd floor.</p> <p>1 set of gates to shut off hallway toward D.A.'s office</p> <p>Build Paint + install <i>3325.00</i></p> <p>tax exempt</p> | | | | | | |
| As shown and returned goods must be pre-registered by the buyer | | | | | | TAX |
| Received by | | | | | | TOTAL |

THANK YOU



God Bless You!

revised ##

Date 21-May-03

PANOLA COUNTY COURT PROJECT OBSERVATION CAMERAS/PANIC ALERT

| Item | QT | Make | Model | Extended Description | Price | Total |
|------|----|---------|------------|---------------------------------|-----------|-------------|
| 1 | 1 | PHILIPS | VS8394/14T | 14" COLOR SYSTEM 4 CAMERAS | 2279.00 | \$ 2,279.00 |
| 2 | 1 | SET | CUSTOM | WIRING | 800.00 | \$ 800.00 |
| 4 | 2 | PHILIPS | UPGRADE | CAMERA TO HAVE VARIABLE LENS | 94.00 | \$ 188.00 |
| 5 | | | | | | \$ - |
| 6 | 1 | PHILIPS | 22MS605R | B/W OBSERVATION SYSTEM 1 CAMERA | 399.00 | \$ 399.00 |
| | 1 | PHILIPS | DVR-1EP08 | DIGITAL VIDEO RECORDER | 1749.00 | \$ 1,749.00 |
| 8 | 3 | PHILIPS | VS79025T | ALARM ACTION ADAPTOR | \$ 131.00 | \$ 393.00 |
| 9 | 1 | PHILIPS | VS9490/90T | "SLAVE" MONITOR | 699.00 | \$ 699.00 |
| 10 | | | | | | \$ - |
| | | | | | | \$ 6,507.00 |

Install + \$ 200.00

Taxes AS APPLICABLE

Total less taxes \$ 6,707.00

County to provide any needed electrical or building modifications or cabinet work.

Sound Techs Engineering Dept 800-622-8346
Cell 936-637-9519

confidential

Page 1

ARK-LA-TEX EMERGENCY MANAGEMENT ALLIANCE
MUTUAL-AID AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN
THOSE DEPARTMENTS AND AGENCIES SIGNATORY HERETO.

WHEREAS: THE PARTIES HAVE AN INTEREST IN PROVIDING DISASTER
RESPONSE, RELIEF AND RECOVERY CAPABILITIES TO JURISDICTIONS IN ORDER
TO MANAGE THE EFFECTS OF NATURAL AND/OR TECHNOLOGICAL DISASTERS
WHICH MAY CONFRONT THE PARTIES AND;

WHEREAS: EACH OF THE JURISDICTIONS OWN AND MAINTAIN EQUIPMENT AND
EMPLOY TRAINED PERSONNEL AND;

WHEREAS: ONE OR MORE PARTIES TO THIS AGREEMENT MAY FIND IT
NECESSARY TO UTILIZE ALL OF THEIR OWN RESOURCES TO COPE WITH AN
EMERGENCY OR DISASTER CAUSED BY NATURAL AND/OR TECHNOLOGICAL
HAZARDS, AND MAY REQUIRE THE ASSISTANCE OF ANOTHER PARTY OR
PARTIES TO PROVIDE SUPPLEMENTAL EQUIPMENT OR PERSONNEL AND;

WHEREAS: EACH OF THE PARTIES MAY HAVE THE NECESSARY EQUIPMENT
AND PERSONNEL TO ENABLE IT TO PROVIDE SUCH SERVICES TO ANOTHER IN
ACCORDANCE WITH THIS AGREEMENT IN THE EVENT OF SUCH AN EMERGENCY
OR DISASTER SHOULD OCCUR AND;

WHEREAS: IT IS DESIRABLE THAT EACH OF THE PARTIES SHOULD
VOLUNTARILY AID AND ASSIST EACH OTHER, AS NEEDED, IN THE EVENT
THAT AN EMERGENCY OR DISASTER SHOULD OCCUR AND;

WHEREAS: THE GEOGRAPHICAL LOCATIONS OF EACH PARTY ARE LOCATED IN
SUCH A MANNER, AS TO ENABLE EACH PARTY TO RENDER MUTUAL ASSISTANCE
TO EACH OTHER;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN EACH AND ALL OF
THE PARTIES HERETO AS FOLLOWS:

1. EFFECTIVE DATE:

THIS AGREEMENT BECOMES EFFECTIVE AS TO EACH PARTY WHEN APPROVED BY THE PARTY, AND SHALL REMAIN EFFECTIVE AS BETWEEN EACH AND EVERY PARTY THAT HAS HERETOFORE OR HEREINAFTER APPROVED THIS AGREEMENT, UNTIL PARTICIPATION IN THIS AGREEMENT IS TERMINATED BY THE PARTY AS PROVIDED HEREIN.

2. REQUEST FOR ASSISTANCE:

THE OFFICIAL OR DEPARTMENT WHO IS PARTY TO THIS AGREEMENT, OR HIS OR HER AGENT, IS AUTHORIZED TO REQUEST ASSISTANCE FROM ANY PARTY OR PARTIES TO THIS AGREEMENT IF CONFRONTED WITH AN EMERGENCY OR DISASTER SITUATION, DURING WHICH THE REQUESTING PARTY HAS NEED FOR EQUIPMENT AND/OR PERSONNEL IN EXCESS OF THEIR OWN RESOURCES. REQUESTS SHOULD SPECIFY WHAT RESOURCES ARE NEEDED AND THE ESTIMATED PERIOD OF TIME MUTUAL AID SHALL BE REQUIRED.

WHEN REQUESTING ASSISTANCE FROM OTHER AGENCIES/JURISDICTIONS, CONSIDERATION SHALL BE GIVEN TO, AND PREFERENCES MADE BASED UPON THE GEOGRAPHICAL PROXIMITY OF OTHER JURISDICTIONS WITH THAT OF THE JURISDICTION REQUIRING ASSISTANCE.

3. RESPONSE TO REQUEST:

THE RESPONDING AGENCY SHOULD MAKE EVERY EFFORT TO BRING WHATEVER EQUIPMENT NECESSARY TO COMPLETE THE WORK IN THE REQUESTING JURISDICTION.

IN ALL INSTANCES, THE RESPONDING AGENCY SHALL RENDER SUCH EQUIPMENT AND/OR PERSONNEL AS IT CAN PROVIDE CONSISTANT WITH ITS OWN SERVICE NEEDS AT THE TIME, TAKING INTO CONSIDERATION THE RESPONDING AGENCY'S EXISTING COMMITMENTS WITHIN ITS OWN SERVICE AREA. THE RESPONDING AGENCY SHALL BE THE SOLE JUDGE OF WHAT RESOURCES OR PERSONNEL IT HAS AVAILABLE TO FURNISH PURSUANT TO THIS AGREEMENT.

4. COMMAND:

THE RESPONSIBLE LOCAL OFFICIAL IN WHOSE JURISDICTION AN EMERGENCY OR DISASTER REQUIRING MUTUAL AID HAS OCCURRED SHALL REMAIN IN CHARGE AT SUCH INCIDENT INCLUDING THE DIRECTION OF ALL PERSONNEL AND EQUIPMENT PROVIDED THROUGH THE OPERATION OF THIS MUTUAL AID AGREEMENT.

PAGE 3

5. COMPENSATION, INSURANCE, AND WORKERS COMPENSATION:

THE MUTUAL AID EXTENDED UNDER THIS AGREEMENT, AND ANY OPERATIONAL PLANS ADOPTED PURSUANT TO IT, SHALL BE WITHOUT REIMBURSEMENT FOR PERSONNEL OR SUPPLIES UNLESS OTHERWISE EXPRESSLY PROVIDED FOR BY THE PARTIES TO THIS AGREEMENT.

BOTH THE AGENCY REQUESTING ASSISTANCE, AND THE RESPONDING AGENCIES SHALL BE RESPONSIBLE FOR ALL COMPENSATION AND INSURANCE COVERAGE OF THEIR RESPECTIVE EMPLOYEES AND EQUIPMENT.

EACH PARTY SHALL BE RESPONSIBLE FOR INJURIES TO THEIR OWN PERSONNEL DURING THE COURSE OF RENDERING MUTUAL AID PURSUANT TO THIS AGREEMENT. EACH PARTY SHALL BE DEEMED THE PRIMARY EMPLOYER AND SHALL HAVE SOLE RESPONSIBILITY FOR THE PAYMENT OF WORKERS COMPENSATION BENEFITS TO THEIR RESPECTIVE EMPLOYEES.

IT IS EXPRESSLY UNDERSTOOD THAT THIS AGREEMENT AND OPERATIONAL PLANS PURSUANT TO IT SHALL NOT SUPPLANT EXISTING AGREEMENTS BETWEEN SOME OF THE PARTIES WHICH DO PROVIDE FOR THE EXCHANGE OR FURNISHING OF CERTAIN TYPES OF SERVICES ON A COMPENSATED BASIS.

6. LIABILITY:

EACH PARTY TO THIS AGREEMENT AGREES TO INDEMNIFY AND HOLD HARMLESS ALL OTHER PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, EXPENSES OR LAWSUITS AS A RESULT OF THE NEGLIGENT ACT OR OMISSION OF ANY EMPLOYEE OR AGENT OF THE INDEMNIFYING PARTY.

7. PERSONNEL ACCOMMODATIONS:

WHEN WARRENTED BY GEOGRAPHICAL LOCATIONS OF THE PARTIES INVOLVED, THE PARTY RECEIVING AID SHALL TO THE BEST OF THEIR ABILITY PROVIDE ACCOMMODATIONS FOR FOOD AND LODGING TO PERSONNEL PROVIDING ASSISTANCE.

8. RETURN OF RESOURCES:

UPON COMPLETION OF THE WORK, ALL EQUIPMENT AND PERSONNEL USED UNDER THE TERMS OF THIS AGREEMENT SHALL BE RETURNED TO THE LENDING PARTY UPON BEING RELEASED BY THE REQUESTING PARTY OR ON DEMAND BEING MADE BY THE LENDING PARTY FOR THE RETURN OF SAID EQUIPMENT OR PERSONNEL.

9. AGREEMENT NOT EXCLUSIVE:

THIS AGREEMENT IS NOT INTENDED TO BE EXCLUSIVE BETWEEN THE PARTIES HERETO. ANY OF THE PARTIES HERETO MAY ENTER INTO SEPARATE MUTUAL AID AGREEMENTS WITH ANY OTHER PARTY OR PARTIES. ENTRY INTO SUCH SEPARATE AGREEMENT SHALL NOT, UNLESS SPECIFICALLY STATED THEREIN, AFFECT ANY RELATIONSHIP OR COVENANT HEREIN CONTAINED.

10. TERMINATION:

TERMINATION OF PARTICIPATION IN THIS AGREEMENT MAY BE EFFECTED BY ANY PARTY AS FOLLOWS:

WRITTEN NOTICE SHALL BE SERVED BY ANY PARTY HERETO UPON ALL OTHER PARTIES OF ITS INTENTION TO TERMINATE THIS AGREEMENT. SUCH NOTICE SHALL BE SERVED NO LESS THAN THIRTY (30) DAYS PRIOR TO THE TERMINATION DATE SET THEREIN, AND A COPY SHALL BE FORWARDED TO EACH PARTY SIGNATORY HERETO.

TERMINATION OF THE AGREEMENT BETWEEN THE PARTIES EFFECTED BY SUCH NOTIFICATION SHALL NOT EFFECT THE CONTINUATION OF THE AGREEMENT AS TO ANY PARTY HERETO NOT INDICATING INTENTION TO WITHDRAW AS PROVIDED HEREIN. TERMINATION OF THE RELATIONSHIP EFFECTED BY THIS AGREEMENT SHALL NOT PRECLUDE FUTURE AGREEMENTS FOR MUTUAL AID BETWEEN THE PARTIES TERMINATED.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR SET FORTH HEREINAFTER AT EACH PARTIES SIGNATURE LINE.

| JURISDICTION | SIGNATURE/POSITION | DATE |
|----------------------|--------------------|------|
| Lafayette County, AR | / | |
| Miller County, AR | / | |
| Bienville Parish, LA | / | |
| Bossier Parish, LA | / | |
| Caddo Parish, LA | / | |
| Claiborne Parish, LA | / | |
| Columbia County, AR | / | |
| DeSoto Parish, LA | / | |
| Red River Parish, LA | / | |
| Webster Parish, LA | / | |

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| JURISDICTION | SIGNATURE/POSITION | DATE |
|-----------------------|--------------------------------------|--------|
| Cass County, TX | / | |
| Gregg County, TX | / | |
| Harrison County, TX | / | |
| Marion County, TX | / | |
| Panola County, TX | <i>Danforth. Omburn</i> County Judge | 6-9-03 |
| City of Jefferson, TX | / | |
| City of Longview, TX | / | |
| City of Marshall, TX | / | |
| City of Texarkana, TX | / | |

BUDGET REQUEST HEARING SCHEDULE **JUNE 9, 2003**

| TIME | DEPARTMENT | NEW MONEY |
|---------------|--|--|
| 10:00 - 10:05 | Road and Bridge Debt Service | (\$56.00) \$79,946.00 |
| 10:05 - 10:10 | Veterans Service Office | (\$100.00) |
| 10:10 - 10:20 | District Clerk | \$20,000.00 |
| 10:20 - 10:25 | Criminal District Attorney <i>cut by state</i> | \$820 \$3,445.00 |
| 10:25 - 10:30 | Voter Registration <i>Betty Salamy</i> | \$1,891.72 |
| 10:30 - 10:35 | County Auditor <i>registration costs for education</i> | \$1,000.00 |
| 10:35 - 10:45 | County Treasurer <i>chief dep pay for Jon new employee</i> | \$26,229.00 |
| 10:45 - 10:50 | Tax Assessor/Collector <i>\$3.50 raise for 2 chief deputies</i> | \$2,088.00 |
| 10:50 - 10:55 | Building Maintenance | \$30,000.00 |
| 10:55 - 11:00 | Sheriff | (\$1,450.00) |
| 11:00 - 11:05 | Corrections/Jail <i>[scribble]</i> | \$35,540.00 |
| 11:05 - 11:15 | Highway Patrol <i>raise to Sharon</i> | \$9,012.00 |
| 11:15 - 11:20 | Constable #2 & #3 <i>+ transportation expense</i> | \$10,000.00 |
| 11:20 - 11:30 | Library | \$6,342.50 |
| 11:30 - 11:40 | Miscellaneous & Non-Departmental General - Health & Paupers Health Fund - Indigent Health Care | \$33,578.00 \$2,500.00 (\$20,000.00) |
| 11:40 - 11:50 | NO CHANGES - MISC. DEPTS. (IN ORDER) | |
| | A. County Judge | |
| | B. Commissioners | |
| | C. County Clerk | |
| | D. Court at Law | |
| | E. District Court | |

*B. H.
20*

| | | |
|---------------|---|------------------------------|
| | F. J.P. 1 & 4 | |
| | G. J.P. 2 & 3 | |
| | H. Judicial | |
| | I. Lawsuits v. County | |
| | J. Elections | |
| | K. Fire Protection | |
| | L. Airport | |
| | M. 9-1-1 Rural Addressing | |
| | N. Constable #1 & #4 | |
| | O. Environmental | |
| | P. Youth Programs | |
| | Q. Extension Service | |
| | R. Law Library | |
| 11:50 - 12:00 | County Judge will explain increase in insurance premiums; ETMC indigent reimbursement; workers' compensation; lost interest and possible salary increase. | \$255,000.00 \$130,000.00 |
| | TOTAL NEW MONEY REQUESTED | |

**2003 TO 2004
CHANGES IN BUDGET
BY DEPARTMENTS**

| DEPARTMENT | INCREASE (DECREASE) |
|----------------------------------|-----------------------------------|
| County Judge | -0- |
| Commissioners | -0- |
| County Clerk | -0- |
| Veterans Service Office | (100.00) |
| Miscellaneous & Non-Departmental | 33,078 33,578 |
| Court at Law | -0- |
| District Court | -0- |
| District Clerk | 20,000 |
| JP 1 & 4 | -0- |
| JP 2 & 3 | -0- |
| Judicial | -0- |
| Criminal District Attorney | 3,445 820 pay |
| Lawsuits v County | -0- |
| Elections | -0- |
| Voter Registration | 1,891.72 |
| County Auditor | 1,000 |
| County Treasurer | 26,229 raise Jan. as new employee |
| Tax Assessor/Collector | 2,088 |
| Building Maintenance | 30,000 |
| Fire Protection | -0- |
| Sheriff | (1,450) |

| | |
|---|---|
| Corrections/Jail | 35,540 |
| Airport | -0- |
| 9-1-1 Rural Addressing | -0- |
| Highway Patrol | 9,012 |
| Constable 2 & 3 | ^{5000 to start} 10,000 |
| Constable 1 & 4 | -0- |
| Environmental | -0- |
| General - Health & Paupers | ¹⁵⁰⁰ 2,500 |
| Health Fund - Indigent Health Care | (20,000) |
| Library | 6,342.50 ^{7500 with 35 yr plan} |
| Youth Programs | -0- |
| Extension Service | -0- |
| Law Library | -0- |
| Road & Bridge, Road & Bridge Debt Service, FM & Lateral | (56) 79,946 |
| Increase in Health Insurance Premiums | 255,000 |
| ETMC Indigent Reimbursement | -0- |
| Workers' Compensation | |
| Lost Interest | 130,000 |
| Sub-Total | |
| Plus Salary Increases + Benefits | |
| TOTAL ESTIMATED CHANGES | |

REQUESTED: \$ _____ + Benefits
 APPROVED:
 CUT:

\$2,493,805,400 Taxable Value
 24,938,054 Units of \$100 Each
 1¢ = \$250,000 In Revenue x .97 = \$242,500
 _____¢ Increase Required For This Amount

1% across the board raise for employees approx: \$52,000

INDOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
ROAD & BRIDGE, MAINTENANCE & CAPITAL OUTLAY

11.11.19 03 MAY 2003

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 0-620 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *106 ROAD & BRIDGE EMPLOYERS WAGES | 901,788 | 1,004,690 | 1,004,690 | 264,815 | | | |
| *180 BENEFITS TERMINATION PAY | 2,946 | 7,271 | 7,271 | 0 | | | |
| 100 PERSONAL SERVICES SUMMARY | 904,733 | 1,011,961 | 1,011,961 | 264,815 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 69,212 | 77,416 | 77,416 | 15,067 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 224,103 | 247,968 | 247,968 | 56,762 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 141,772 | 184,481 | 184,481 | 35,904 | | | |
| *204 WORKERS COMPENSATION | 66,070 | 114,962 | 114,962 | 26,696 | | | |
| *206 UNEMPLOYMENT INSURANCE | 2,081 | 5,060 | 5,060 | 414 | | | |
| *208 RETIRED EMPLOYEE MEDICAL | 116,028 | 170,172 | 170,172 | 36,364 | | | |
| 200 BENEFITS SUMMARY | 619,265 | 800,059 | 800,059 | 171,117 | | | |
| SUPPLIES | | | | | | | |
| *356 REPAIR AND MAINTENANCE SUPPLIES | 352,710 | 218,787 | 218,787 | 86,264 | | + 8000 | |
| *357 PARTS AND REPAIRS | 104,303 | 155,000 | 155,000 | 25,842 | | | |
| *393 MISCELLANEOUS SUPPLIES | 2,895 | 10,000 | 10,000 | 3,501 | | - 8000 | |
| 300 TOTAL SUPPLIES | 459,916 | 383,787 | 383,787 | 115,608 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *427 CONFERENCES AND DUES | 0 | 900 | 900 | 0 | | | |
| *443 UTILITIES | 12,736 | 12,000 | 12,000 | 4,584 | | | |
| *448 CONTRACTOR SERVICES | 3,743 | 30,000 | 30,000 | 0 | | - 24,000 | |
| *449 PHYSICALS & DRUG SCREEN TESTING | 1,325 | 1,000 | 1,000 | 175 | | | |
| *461 RENTALS & LEASES | 90,289 | 5,000 | 5,000 | 700 | | | |
| *464 BEAVER CONTROL CONTRACT | 21,600 | 21,600 | 21,600 | 5,400 | | | |
| *485 LIABILITY & OTHER INSURANCE | 79,721 | 80,000 | 80,000 | 92,000 | | 17,000 | |
| *499 MISCELLANEOUS | 57 | 1,250 | 1,250 | 1,250 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 209,471 | 131,750 | 163,750 | 104,109 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *524 CAPITAL OUTLAY / LAND PURCHASE | 17,056 | 0 | 0 | 0 | | - 17,056 | |
| *527 FURNITURE & EQUIPMENT | 384,568 | 393,172 | 455,025 | 387,479 | | - 152,660 | |
| *528 ROAD OIL, PRE MIX & GRAVEL | 837,295 | 606,471 | 666,746 | 19,377 | | | |
| *529 LUMBER PILING & CULVERTS | 31,597 | 32,000 | 32,000 | 15,801 | | + 176,000 | |
| *530 BRIDGE CONSTRUCTION | 0 | 50,000 | 50,000 | 0 | | + 9,000 | |
| *531 REMEDIAL CLEAN UP | 4,000 | 10,000 | 10,000 | 0 | | - 9,000 | |
| *540 ROAD DAMAGE MATERIAL ETC. | 3,099 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 1,277,616 | 1,091,643 | 1,213,771 | 422,650 | | | |

(\$56)

OVERALL BUDGET REDUCTION OF \$56

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
ROAD & BRIDGE, DEBT SERVICE

11.11.19 05 MAY 2003

VOL.

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Page 3

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-625 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *619 PRINCIPAL PAYMENTS | 176,552 | 52,072 | 52,072 | 0 | | +72,920 | |
| *657 INTEREST EXPENSE | 12,923 | 6,884 | 6,884 | 0 | | +7,026 | |
| 600 TOTAL OTHER SERVICES AND CHARGES | 189,474 | 58,956 | 58,956 | 0 | | +79,946 | |
| 000 SUMMARY | 189,474 | 58,956 | 58,956 | 0 | | | |
| Total for DEBT SERVICE | 189,474 | 58,956 | 58,956 | 0 | | | |

+ \$79,946

INCREASE REFLECTS 2ND YEAR PAYMENT FOR
RECLAIMER & MIXER PURCHASED 5/27/03.

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 100-405 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *102 APPOINTED OFFICIALS | 24,630 | 25,131 | 25,131 | 7,436 | | | |
| *105 SECRETARIES | 19,711 | 20,100 | 20,100 | 6,009 | | | |
| 100 PERSONAL SERVICES SUMMARY | 44,341 | 45,231 | 45,231 | 13,445 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 3,393 | 3,461 | 3,461 | 743 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,856 | 11,808 | 11,808 | 2,886 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 6,949 | 8,240 | 8,240 | 1,819 | | | |
| *204 WORKERS COMPENSATION | 137 | 239 | 239 | 50 | | | |
| *206 UNEMPLOYMENT INSURANCE | 102 | 227 | 227 | 21 | | | |
| 200 BENEFITS SUMMARY | 21,437 | 23,983 | 23,983 | 5,547 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES, POSTAGE, REPAIRS | 516 | 600 | 600 | 253 | | | |
| 300 TOTAL SUPPLIES | 516 | 600 | 600 | 253 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 266 | 600 | 600 | 53 | | (100.00) | |
| *427 CONFERENCES AND DUES | 494 | 800 | 800 | 0 | | | |
| *486 PROGRAMMING & COMPUTER SERVICES | 1,200 | 1,200 | 1,200 | 640 | | | |
| *499 MISCELLANEOUS | 0 | 250 | 250 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 1,959 | 2,850 | 2,850 | 693 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 300 | 300 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 300 | 300 | 0 | | | |
| 000 SUMMARY | 68,261 | 72,972 | 72,972 | 19,938 | | | |
| Total for VETERANS SERVICE OFFICE | 68,261 | 72,972 | 72,972 | 19,938 | | (100.00) | 0 |

#420 Reduce by \$100.00

#427 Due to budget changes within the state agencies, they no longer offer assistance with conference expense that this office used in previous years. Therefore, I was reluctant to make any adjustments for this category.

Alan D. Cain

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended.. |
|--|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 100-450 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 34,024 | 34,705 | 34,705 | 10,269 | | | |
| *104 DEPUTIES | 99,556 | 102,356 | 102,356 | 30,588 | | 10,000 | |
| 100 PERSONAL SERVICES SUMMARY | 133,580 | 137,061 | 137,061 | 40,857 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 10,219 | 10,486 | 10,486 | 2,322 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 32,560 | 35,424 | 35,424 | 8,659 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 20,932 | 24,987 | 24,987 | 5,533 | | | |
| *204 WORKERS COMPENSATION | 414 | 723 | 723 | 175 | | | |
| *206 UNEMPLOYMENT INSURANCE | 229 | 512 | 512 | 48 | | | |
| 200 BENEFITS SUMMARY | 64,352 | 72,132 | 72,132 | 16,737 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 10,951 | 13,000 | 13,000 | 2,933 | | | |
| 300 TOTAL SUPPLIES | 10,951 | 13,000 | 13,000 | 2,933 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 303 | 600 | 600 | 164 | | | |
| *427 CONFERENCES AND DUES | 1,356 | 1,500 | 1,500 | 420 | | | |
| *436 RENTALS, MICROFILMING, & INDEXING | 16,745 | 35,000 | 35,000 | 331 | | | |
| *499 MISCELLANEOUS | 300 | 300 | 300 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 10,904 | 38,200 | 38,200 | 895 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 2,167 | 1,000 | 1,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 2,167 | 1,000 | 1,000 | 0 | | | |
| 600 SUMMARY | 230,045 | 261,393 | 261,393 | 61,423 | | | |
| Total for DISTRICT CLERK | 230,045 | 261,393 | 261,393 | 61,423 | 0 | 0 | 0 |

BUDGETARY ACCOUNTING SYSTEM
Expenditure Request Worksheet for Fiscal 2004
RECORDS MANAGEMENT, DISTRICT CLERK

10:49:15 05 MAY 2003

| Account..... | 2003 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|-------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 160-660 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | 4,630 | 4,630 | 4,630 | 1,303 | | | |
| *109 SEASONAL HELP | | | | | | | |
| | 4,630 | 4,630 | 4,630 | 1,303 | | | |
| 100 PERSONAL SERVICES SUMMARY | | | | | | | |
| BENEFITS SUMMARY | 355 | 355 | 355 | 47 | | | |
| *201 SOCIAL SECURITY TAXES | 13 | 25 | 25 | 3 | | | |
| *204 WORKERS COMPENSATION | 11 | 24 | 24 | 1 | | | |
| *206 UNEMPLOYMENT INSURANCE | | | | | | | |
| | 370 | 404 | 404 | 52 | | | |
| 200 BENEFITS SUMMARY | | | | | | | |
| | 5,015 | 5,034 | 5,034 | 1,355 | | | |
| 000 SUMMARY | | | | | | | |
| | 5,015 | 5,034 | 5,034 | 1,355 | 0 | 0 | 0 |
| Total for DISTRICT CLERK | | | | | | | |

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, CRIMINAL DISTRICT ATTORNEY

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11:05:50 05 MAY 2003

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Net Actual. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-477 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *102 APPOINTED OFFICIALS | 21,871 | 54,810 | 54,810 | 16,218 | | 3,445.00 | |
| *105 SECRETARIES | 57,712 | 60,324 | 60,324 | 18,027 | | | |
| 100 PERSONAL SERVICES SUMMARY | 79,583 | 115,134 | 115,134 | 34,245 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 6,088 | 8,800 | 8,800 | 1,944 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 18,983 | 23,616 | 23,616 | 5,772 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 12,471 | 20,989 | 20,989 | 4,634 | | | |
| *204 WORKERS COMPENSATION | 149 | 620 | 620 | 147 | | | |
| *206 UNEMPLOYMENT INSURANCE | 183 | 576 | 576 | 53 | | | |
| 200 BENEFITS SUMMARY | 37,874 | 54,609 | 54,609 | 12,551 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 9,981 | 8,000 | 8,000 | 5,623 | | | |
| 300 TOTAL SUPPLIES | 9,981 | 8,000 | 8,000 | 5,623 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415 PROFESSIONAL SERVICES | 975 | 1,450 | 1,450 | 380 | | | |
| *418 WITNESS EXPENSE | 450 | 5,000 | 5,000 | 0 | | | |
| *419 SPECIAL PROSECUTOR CONTRACTS | 2,607 | 5,000 | 5,000 | 2,765 | | | |
| *420 COMMUNICATION TELEPHONE | 1,371 | 2,000 | 2,000 | 517 | | | |
| *427 CONFERENCES AND DUES | 3,120 | 5,000 | 5,000 | 317 | | | |
| *449 LAW ENFORCEMENT OFFICER STANDARD ED | 0 | 696 | 696 | 0 | | | |
| *499 MISCELLANEOUS | 988 | 1,000 | 1,000 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 9,511 | 20,146 | 20,146 | 3,898 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 4,250 | 4,250 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 4,250 | 4,250 | 0 | | | |
| 000 SUMMARY | 136,949 | 202,139 | 202,139 | 56,317 | | | |
| Total for CRIMINAL DISTRICT ATTORNEY | 136,949 | 202,139 | 202,139 | 56,317 | 0 | 0 | 0 |

* Requested increase is to cover state ~~estimated~~ estimated cut of 10% of State Apportionment Funds used by my office to pay the salary of Investigator Kevin Jones. The actual budget cut could be more or less than 10%.

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, VOTER REGISTRATION

11:09:30 05 MAY 2003

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| Account..... | 2003 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended.. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 100-491 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *102 APPOINTED OFFICIALS | 22,697 | 23,156 | 23,156 | 6,920 | | 1,891.72 | |
| *104 DEPUTIES | 10,249 | 20,100 | 20,100 | 6,009 | | | |
| 100 PERSONAL SERVICES SUMMARY | 40,946 | 43,264 | 43,264 | 12,929 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 3,133 | 3,310 | 3,310 | 735 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,856 | 11,800 | 11,800 | 2,886 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 6,416 | 7,880 | 7,880 | 1,753 | | | |
| *204 WORKERS COMPENSATION | 126 | 221 | 221 | 55 | | | |
| *206 UNEMPLOYMENT INSURANCE | 94 | 217 | 217 | 20 | | | |
| 200 BENEFITS SUMMARY | 20,625 | 23,444 | 23,444 | 5,450 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 861 | 2,500 | 2,500 | 334 | | | |
| 300 TOTAL SUPPLIES | 861 | 2,500 | 2,500 | 334 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415 PROFESSIONAL SERVICES | 16,772 | 17,950 | 17,950 | 4,540 | | | |
| *420 COMMUNICATION TELEPHONE | 11 | 100 | 100 | 4 | | | |
| *427 CONFERENCES AND DUES | 0 | 700 | 700 | 170 | | | |
| *499 MISCELLANEOUS | 0 | 355 | 355 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 16,784 | 19,105 | 19,105 | 4,714 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 6,500 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 6,500 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 85,715 | 88,313 | 88,313 | 23,426 | | | |
| Total for VOTER REGISTRATION | 85,715 | 88,313 | 88,313 | 23,426 | 0 | 0 | 0 |

\$1,891.72

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current ..YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended |
|---|--------------------|--------------------|--------------------|------------------------|------------------------|-----------------------|---------------------|
| 100-495 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *102 APPOINTED OFFICIALS | 37,411 | 42,946 | 42,946 | 12,767 | | | |
| *103 ASSISTANTS | 63,554 | 64,826 | 64,826 | 19,181 | | | |
| 100 PERSONAL SERVICES SUMMARY | 100,965 | 107,772 | 107,772 | 31,889 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 7,724 | 8,245 | 8,245 | 1,807 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 16,284 | 17,712 | 17,712 | 4,329 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 15,821 | 19,647 | 19,647 | 4,306 | | | |
| *204 WORKERS COMPENSATION | 311 | 500 | 500 | 138 | | | |
| *206 UNEMPLOYMENT INSURANCE | 232 | 539 | 539 | 50 | | | |
| 200 BENEFITS SUMMARY | 40,373 | 46,723 | 46,723 | 10,630 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 1,194 | 1,400 | 1,400 | 253 | | | |
| 300 TOTAL SUPPLIES | 1,194 | 1,400 | 1,400 | 253 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 327 | 600 | 600 | 109 | | | |
| *424 PROFESSIONAL AND COMPUTER SERVICES | 1,200 | 1,700 | 1,700 | 0 | | | |
| *427 CONFERENCES AND DUES | 4,226 | 3,300 | 4,300 | 370 | | 1,000 | |
| *435 RE-CREATION, PRINTING, & BINDERY | 1,085 | 1,200 | 1,200 | 0 | | | |
| *499 MISCELLANEOUS | 190 | 376 | 376 | 195 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 7,029 | 7,176 | 8,176 | 674 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 149,561 | 163,071 | 166,071 | 43,447 | | | |
| Total for COUNTY AUDITOR | 149,561 | 163,071 | 166,071 | 43,447 | | | |

+ \$1,000

For employees in the Panola County Auditor's Office, I request any across the board salary increases granted the majority of other Panola County employees for fiscal year 2004. The requested increase in conference and dues is due to the escalation of registration fees and also training expense for the new employee. Your consideration of this matter is greatly appreciated

Idney Burns

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Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, COUNTY TREASURER

Page :

| Account..... | 2002 Actual.. | 2003 Orig Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommend.. |
|--------------------------------------|------------------|---------------------|--------------------|----------------------|----------------------|---------------------|---------------------|
| 100-497 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 34,034 | 34,705 | 34,705* | 10,269 | | * | |
| *105 SECRETARIES | 19,711 | 20,100 | 20,100** | 6,000 | | 16,704*** | |
| 100 PERSONAL SERVICES SUMMARY | 53,735 | 54,813 | 54,813 | 16,270 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 4,111 | 4,194 | 4,194 | 924 | *** | 1280 | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,856 | 11,800 | 11,800 | 2,886 | *** | 6000 | |
| *203 RETIREMENT & DEATH BENEFITS | 8,419 | 9,993 | 9,993 | 2,202 | *** | 3043 | |
| *204 WORKERS COMPENSATION | 166 | 289 | 289 | 70 | *** | 100 | |
| *206 UNEMPLOYMENT INSURANCE | 45 | 101 | 101 | 9 | *** | 100 | |
| 200 BENEFITS SUMMARY | 23,596 | 26,385 | 26,385 | 6,091 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 2,030 | 2,500 | 2,500 | 198 | | | |
| 300 TOTAL SUPPLIES | 2,030 | 2,500 | 2,500 | 198 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415 PROFESSIONAL SERVICES | 5,221 | 6,800 | 6,800 | 1,800 | | | |
| *420 COMMUNICATION TELEPHONE | 260 | 300 | 300 | 90 | | <100> | |
| *427 CONFERENCES AND DUES | 1,441 | 1,000 | 1,000 | 769 | | 200 | |
| *430 ADVERTISING & PUBLICATIONS | 0 | 800 | 800 | 0 | | | |
| *499 MISCELLANEOUS | 0 | 400 | 400 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 6,921 | 10,300 | 10,300 | 2,659 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 800 | 3,100 | 0 | | <1100> | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 800 | 3,100 | 0 | | | |
| 000 SUMMARY | 66,282 | 94,798 | 97,098 | 25,227 | | | |
| Total for COUNTY TREASURER | 66,282 | 94,798 | 97,098 | 25,227 | | | 0 |

* Plus any to increase other officials receive.

+ \$26,229

** Respectfully request that assistant be in same category as a chief deputy; her responsibilities are as great as those of a chief deputy. Respectfully request her wages for 2004 be equivalent to chief deputy pay.

*** See attached letter.

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current .YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|---------------------------------------|--------------------|--------------------|--------------------|-----------------------|------------------------|-----------------------|----------------------|
| 100-499 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 34,024 | 34,705 | 34,705 | 10,269 | | | |
| *104 DEPUTIES | 121,016 | 124,280 | 124,280 | 37,140 | | | |
| *109 SEASONAL HELP | 7,320 | 8,114 | 8,114 | 2,061 | | | |
| | ----- | ----- | ----- | ----- | | | |
| 100 PERSONAL SERVICES SUMMARY | 163,159 | 167,099 | 167,099 | 49,470 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 12,481 | 12,784 | 12,784 | 2,610 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 37,996 | 41,320 | 41,320 | 10,102 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 24,420 | 30,463 | 30,463 | 6,696 | | | |
| *204 WORKERS COMPENSATION | 505 | 881 | 881 | 213 | | | |
| *206 UNEMPLOYMENT INSURANCE | 297 | 662 | 662 | 61 | | | |
| | ----- | ----- | ----- | ----- | | | |
| 200 BENEFITS SUMMARY | 75,700 | 86,110 | 86,110 | 19,882 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 3,055 | 3,925 | 3,925 | 1,041 | | | |
| | ----- | ----- | ----- | ----- | | | |
| 300 TOTAL SUPPLIES | 3,055 | 3,925 | 3,925 | 1,041 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 133 | 550 | 550 | 21 | | | |
| *427 CONFERENCES AND DUES | 1,201 | 4,000 | 4,000 | 1,090 | | | |
| *435 RE-CREATION, PRINTING, & BINDERY | 0 | 3,500 | 3,500 | 0 | | | |
| *499 MISCELLANEOUS | 138 | 500 | 500 | 331 | | | |
| | ----- | ----- | ----- | ----- | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 1,471 | 8,550 | 8,550 | 1,442 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| | ----- | ----- | ----- | ----- | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 243,303 | 265,692 | 265,692 | 71,836 | | | |
| | ----- | ----- | ----- | ----- | | | |
| Total for TAX COLLECTOR AND ASSESSOR | 243,303 | 265,692 | 265,692 | 71,836 | 0 | 0 | 0 |

+ \$2,088

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended.. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 190-499 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *119 DEPUTY SUPPLEMENT | | 439 | 439 | 131 | | | |
| 100 PERSONAL SERVICES SUMMARY | | 439 | 439 | 131 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | | 36 | 36 | 7 | | | |
| *203 RETIREMENT | | 81 | 81 | 18 | | | |
| *204 WORKERS COMPENSATION | | 8 | 8 | 0 | | | |
| *206 UNEMPLOYMENT INSURANCE | | 4 | 4 | 0 | | | |
| 200 BENEFITS SUMMARY | | 129 | 129 | 26 | | | |
| 000 SUMMARY | | 568 | 568 | 157 | | | |
| Total for TAX COLLECTOR AND ASSESSOR | 0 | 568 | 568 | 157 | 0 | 0 | 0 |

*Vehicle Inventory Interest--salary supplement for Deputy for
Administration of VIT administration duties \$565.00
Deputy Supplement \$439.00
Social Security 36.00
Retirement 81.00
Workers Comp 5.00
Unemployment 4.00

In accordance with Section 13.1242 (c) of the Texas Property Tax Code, this money is to supplement the salary of the employee who administers the Vehicle Inventory Tax process. The money is funded solely from the Interest off Vehicle Inventory Taxes.

***Attached is a copy of Tax Code sec. 13.1242(c) & Tex Atty Gen. Op #DM-398 (1966)

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, BUILDING MAINTENANCE

11.05.00 05 MAY 2003

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-310 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *102 APPOINTED OFFICIALS | 21,012 | 21,433 | 21,098 | 6,384 | | | |
| *109 SEASONAL HELP | 1,170 | 5,394 | 5,394 | 1,041 | | | |
| *132 HOUSEKEEPERS | 29,650 | 44,309 | 44,309 | 8,967 | | | |
| 100 PERSONAL SERVICES SUMMARY | 51,832 | 71,136 | 71,601 | 16,392 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 3,965 | 5,442 | 5,478 | 909 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 21,712 | 23,616 | 23,616 | 4,329 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 7,939 | 11,985 | 12,070 | 2,165 | | | |
| *204 WORKERS COMPENSATION | 3,260 | 5,675 | 5,712 | 1,407 | | | |
| *206 UNEMPLOYMENT INSURANCE | 119 | 356 | 359 | 25 | | | |
| 200 BENEFITS SUMMARY | 36,996 | 47,074 | 47,235 | 8,835 | | | |
| SUPPLIES | | | | | | | |
| *305 S.W.E.A.T SUPPLIES | 4,940 | 5,000 | 5,000 | 85 | | | |
| *335 OPERATING SUPPLIES | 20,679 | 25,000 | 25,000 | 5,939 | | | |
| *356 REPAIR AND MAINTENANCE SUPPLIES | 16,359 | 19,720 | 19,720 | 4,975 | | | |
| 300 TOTAL SUPPLIES | 40,178 | 49,720 | 49,720 | 10,999 | | 5,000 | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415-PROFESSIONAL SERVICES | 22,243 | 20,006 | 19,380 | 4,070 | | | |
| *443 UTILITIES | 31,501 | 40,000 | 40,000 | 9,548 | | | |
| *457 REPAIRS AND RENOVATIONS | 5,904 | 40,000 | 40,000 | 84 | | | |
| *499 MISCELLANEOUS | 0 | 156 | 156 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 59,648 | 100,162 | 99,536 | 13,701 | | 5,000 20,000 | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 180,653 | 268,092 | 268,092 | 49,927 | | | |
| Total for BUILDING MAINTENANCE | 180,653 | 268,092 | 268,092 | 49,927 | | | |

+30,000

Fred Lightner

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current .YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|--|--------------------|--------------------|--------------------|-----------------------|------------------------|-----------------------|----------------------|
| 100-560 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 34,024 | 34,705 | 34,705 | 10,269 | | | |
| *104 DEPUTIES & PATROL SERGEANT | 285,894 | 295,095 | 295,095 | 87,894 | | | |
| *105 SECRETARIES | 39,421 | 40,216 | 40,216 | 11,238 | | | |
| *108 ADMINISTRATION SUPERVISOR | 19,711 | 20,100 | 20,100 | 616 | | | |
| *111 JUVENILE INVESTIGATOR | 25,400 | 26,085 | 26,085 | 7,799 | | | |
| *150 CHIEF DEPUTY | 31,090 | 32,536 | 32,536 | 9,627 | | 3,550 | |
| *151 CRIMINAL INVESTIGATOR/TRAINING OFFI | 57,506 | 59,820 | 59,820 | 17,699 | | | |
| *166 NARCOTICS INVESTIGATORS | 30,535 | 31,146 | 31,146 | 9,216 | | | |
| *168 S.W.E.A.T COORDINATOR | 27,921 | 29,634 | 29,634 | 14,026 | | | |
| 100 PERSONAL SERVICES SUMMARY | 552,390 | 569,345 | 569,345 | 160,384 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 42,258 | 43,555 | 43,555 | 9,550 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 101,262 | 110,080 | 110,080 | 28,934 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 86,559 | 103,792 | 103,792 | 32,622 | | | |
| *204 WORKERS COMPENSATION | 23,247 | 41,303 | 41,303 | 8,638 | | | |
| *206 UNEMPLOYMENT INSURANCE | 1,192 | 2,674 | 2,674 | 250 | | | |
| 200 BENEFITS SUMMARY | 254,519 | 309,404 | 309,404 | 70,002 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 19,503 | 20,500 | 20,500 | 5,014 | | | |
| *392 UNIFORMS | 6,753 | 10,000 | 10,000 | 3,003 | | | |
| 300 TOTAL SUPPLIES | 26,256 | 30,500 | 30,500 | 8,018 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *409 K/9 EXPENSE | 2,777 | 3,000 | 3,000 | 797 | | | |
| *420 COMMUNICATION TELEPHONE | 7,855 | 10,000 | 10,000 | 2,796 | | | |
| *429 CONFERENCE, DUES, LODGING & MEALS | 9,395 | 19,000 | 19,000 | 7,850 | | | |
| *449 LAW ENFORCEMENT OFFICER STANDARD ED | 545 | 3,000 | 3,000 | 600 | | | |
| *454 PARTS, REPAIRS, GAS, AND TRANS. EXP | 77,949 | 100,000 | 100,000 | 20,434 | | | |
| *499 MISCELLANEOUS | 4,796 | 7,800 | 7,800 | 378 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 103,317 | 142,800 | 142,800 | 32,815 | | 5,000 | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 101,795 | 106,000 | 106,000 | 5,868 | | (16,000) | |
| 500 TOTAL CAPITAL OUTLAY | 101,795 | 106,000 | 106,000 | 5,868 | | | |
| 000 SUMMARY | 1,030,277 | 1,150,049 | 1,150,049 | 285,087 | | | |
| Total for SHERIFF | 1,030,277 | 1,150,049 | 1,150,049 | 285,087 | | (14,500) | 0 |

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, CORRECTIONS / JAIL

11:05:50 05 MAY 2003

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| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current ..YTD Exp.. | 2003 ..Net Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|---|--------------------|--------------------|--------------------|------------------------|------------------------|-----------------------|----------------------|
| 100-570 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *120 DETENTION / COMMUNICATION OFFICERS | 354,275 | 369,255 | 369,255 | 110,062 | | 4,040 | |
| 100 PERSONAL SERVICES SUMMARY | 354,275 | 369,255 | 369,255 | 110,062 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 27,102 | 28,249 | 28,249 | 6,204 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 87,950 | 94,464 | 94,464 | 21,230 | | | |
| *203 RETIREMENT | 53,517 | 67,316 | 67,316 | 14,322 | | | |
| *204 WORKERS COMPENSATION | 11,700 | 20,358 | 20,358 | 4,772 | | | |
| *206 UNEMPLOYMENT INSURANCE | 815 | 1,846 | 1,846 | 174 | | | |
| 200 BENEFITS SUMMARY | 181,084 | 212,233 | 212,233 | 46,702 | | | |
| SUPPLIES | | | | | | | |
| *301 CLOTHING & BEDDING | 1,311 | 3,000 | 3,000 | 0 | | | |
| *302 JAIL LAUNDRY | 2,036 | 2,500 | 2,500 | 0 | | | |
| *356 REPAIR AND MAINTENANCE SUPPLIES | 7,870 | 8,000 | 8,000 | 1,852 | | | |
| *393 MISCELLANEOUS SUPPLIES | 9,989 | 10,000 | 10,000 | 4,748 | | | |
| 300 TOTAL SUPPLIES | 21,207 | 23,500 | 23,500 | 6,600 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *405 MEDICAL | 156,051 | 40,000 | 40,000 | 25,022 | | 25,000 | |
| *408 JAIL BOARD-PRISONERS FOOD, ETC. | 72,703 | 75,000 | 75,000 | 15,388 | | | |
| *433 911 SUPPLIES | 0 | 2,000 | 2,000 | 0 | | | |
| *443 UTILITIES | 34,513 | 35,500 | 35,500 | 8,955 | | 4,500 | |
| *457 REPAIRS AND RENOVATIONS | 17,028 | 30,000 | 30,000 | 4,025 | | | |
| *463 RENTALS | 2,305 | 3,200 | 3,200 | 426 | | | |
| *472 HOUSING PRISONERS OUT OF COUNTY | 158,720 | 152,000 | 152,000 | 0 | | | |
| *499 MISCELLANEOUS | 2,053 | 5,000 | 5,000 | 1,000 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 443,373 | 342,700 | 342,700 | 55,610 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 13,451 | 10,000 | 10,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 13,451 | 10,000 | 10,000 | 0 | | | |
| 600 SUMMARY | 1,013,391 | 957,688 | 957,688 | 218,981 | | | |
| Total for CORRECTIONS / JAIL | 1,013,391 | 957,688 | 957,688 | 218,981 | | 35,540 | |

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended.. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 100-500 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *105 SECRETARIES | 19,711 | 20,100 | 20,100 | 6,009 | | \$ 9,012.00 | |
| 100 PERSONAL SERVICES SUMMARY | 19,711 | 20,100 | 20,100 | 6,009 | | \$ 9,012.00 | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 1,508 | 1,539 | 1,539 | 342 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 5,428 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 3,089 | 3,666 | 3,666 | 615 | | | |
| *204 WORKERS COMPENSATION | 61 | 107 | 107 | 26 | | | |
| *206 UNEMPLOYMENT INSURANCE | 45 | 101 | 101 | 9 | | | |
| 200 BENEFITS SUMMARY | 10,131 | 11,317 | 11,317 | 2,435 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 450 | 450 | 450 | 0 | | | |
| 300 TOTAL SUPPLIES | 450 | 450 | 450 | 0 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 414 | 1,000 | 1,000 | 75 | | | |
| *459 GAME WARDENS CELLULAR PHONE | 931 | 900 | 1,000 | 132 | | | |
| *498 HIGHWAY PATROL CELLULAR PHONE | 746 | 900 | 1,000 | 275 | | | |
| *499 MISCELLANEOUS | 183 | 200 | 200 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 2,274 | 3,000 | 3,360 | 482 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 1,082 | 2,000 | 2,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 1,082 | 2,000 | 2,000 | 0 | | | |
| 000 SUMMARY | 33,647 | 37,675 | 38,035 | 9,126 | | | |
| Total for HIGHWAY PATROL | 33,647 | 37,675 | 38,035 | 9,126 | 0 | 0 | 0 |

\$9,012.00

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current ..YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|--|--------------------|--------------------|--------------------|------------------------|------------------------|-----------------------|----------------------|
| 100-501 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 32,457 | 33,107 | 33,107 | 9,796 | | | |
| 100 PERSONAL SERVICES SUMMARY | 32,457 | 33,107 | 33,107 | 9,796 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 2,403 | 2,533 | 2,533 | 555 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 5,428 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 5,086 | 6,036 | 6,036 | 1,323 | | | |
| *204 WORKERS COMPENSATION | 2,100 | 3,682 | 3,682 | 1,177 | | | |
| 200 BENEFITS SUMMARY | 15,097 | 18,155 | 18,155 | 4,498 | | | |
| SUPPLIES | | | | | | | |
| *302 UNIFORMS | 393 | 750 | 750 | 0 | | | |
| 300 TOTAL SUPPLIES | 393 | 750 | 750 | 0 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 304 | 600 | 600 | 126 | | | |
| *427 CONFERENCES AND DUES | 503 | 1,000 | 1,000 | 0 | | | |
| *449 LAW ENFORCEMENT OFFICER STANDARD ED | 618 | 696 | 696 | 0 | | | |
| *454 PARTS, REPAIRS, GAS, AND TRANS. EXP | | 0 | 1,500 | 505 | | 210,000 | |
| *499 MISCELLANEOUS | 640 | 565 | 565 | 167 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 2,062 | 2,861 | 4,361 | 798 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 600 SUMMARY | 50,008 | 54,873 | 56,373 | 15,093 | | + \$10,000 | |
| Total for CONSTABLE PCT. 2 AND 3 | 50,008 | 54,873 | 56,373 | 15,093 | | | |

+\$10,000

M. Norton

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-650 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *107 TEMPORARY OR EXTRA | 3,928 | 4,677 | 4,677 | 1,110 | | \$ 548 | |
| *152 LIBRARIANS | 106,164 | 110,499 | 110,499 | 33,023 | | \$ 10,937 | |
| | | | | | | | |
| 100 PERSONAL SERVICES SUMMARY | 110,092 | 115,176 | 115,176 | 34,133 | | \$ 11,485 | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 8,422 | 8,811 | 8,811 | 1,929 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 30,348 | 33,424 | 33,424 | 8,689 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 16,636 | 20,144 | 20,144 | 4,476 | | | |
| *204 WORKERS COMPENSATION | 635 | 1,107 | 1,107 | 286 | | | |
| *206 UNEMPLOYMENT INSURANCE | 253 | 576 | 576 | 83 | | | |
| | | | | | | | |
| 200 BENEFITS SUMMARY | 56,294 | 66,062 | 66,062 | 15,373 | | | |
| SUPPLIES | | | | | | | |
| *314 SUPPLIES AND BOOKS | 17,127 | 17,127 | 17,127 | 4,282 | | | |
| *319 SOFTWARE & SUPPLIES | 2,819 | 0 | 1,200 | 0 | | | |
| | | | | | | | |
| 300 TOTAL SUPPLIES | 19,946 | 0 | 18,327 | 4,282 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *485 GENERAL LIABILITY INS. | 544 | 1,500 | 1,500 | 910 | | | |
| *499 MISCELLANEOUS | 2,068 | 2,070 | 2,070 | 0 | | | |
| | | | | | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 2,613 | 3,570 | 3,570 | 910 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| | | | | | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| OPERATING EXPENSES | | | | | | | |
| *817 GRANT MATCH | 9,946 | 0 | 0 | 0 | | | |
| | | | | | | | |
| 800 TOTAL OPERATING EXPENSES | 9,946 | 0 | 0 | 0 | | | |
| | | | | | | | |
| 000 SUMMARY | 198,891 | 0 | 203,135 | 54,697 | | | |
| | | | | | | | |
| Total for LIBRARY | 198,891 | 201,935 | 203,135 | 54,697 | | | |

427
Total

Conferences, Dues, and Travel

\$ 1,200 + \$ 6,342.50
\$ 12,685

The City has already agreed to pay half of the requested increase for the library. Makes the County's portion only \$6,342.50.

Salary increase is based on a 3 year implementation schedule to reach fair market value. Any increase paid to all County employees should not be paid to library employees if salary increase is approved or should be subtracted from

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-646 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *405 MEDICAL | 15,600 | 15,000 | 15,000 | 2,455 | | -0- | |
| *460 INDIGENT HEALTH CARE | 100,000 | 0 | 0 | 0 | | -0- | |
| *475 MENTAL HEALTH/ MENTAL RETARDATION | 24,200 | 24,200 | 24,200 | 12,100 | | -0- | |
| *476 STATEMENT OF FACTS | 13,432 | 14,000 | 14,000 | 3,200 | | -0- | |
| *477 AUTOPSIES AND INQUESTS | 23,711 | 40,000 | 40,000 | 6,925 | | 19,000 | |
| *478 MENTAL EVALUATION PRISONERS | 1,050 | 5,000 | 5,000 | 0 | | -0- | |
| *479 RETARDED CITIZENS ASSOCIATION | 6,000 | 6,500 | 6,500 | 0 | | -0- | |
| *480 ALCOHOL ABUSE PROGRAM | 3,500 | 4,000 | 4,000 | 0 | | 1000.00 | 5000 |
| *481 CHILD PROTECTIVE SERVICES - | 12,592 | 0,000 | 0,000 | 0,000 | | -0- | |
| *482 ATTORNEYS FEES/ JUVENILES | 26,670 | 15,000 | 15,000 | 12,000 | | 5000 | |
| *483 JUVENILE PROBATION WATCH | 68,000 | 83,500 | 83,500 | 67,097 | | 6500 | |
| *484 OPEN DOOR/ JUVENILE CARE | 5,000 | 5,000 | 5,000 | 1,250 | | -0- | |
| *489 ATTORNEYS FEES | 121,091 | 107,500 | 107,500 | 32,057 | | -0- | |
| *499 MISCELLANEOUS | 0 | 200 | 200 | 0 | | -0- | |
| *822 COUNTY HEALTH OFFICER | 6,000 | 6,000 | 6,000 | 2,500 | | -0- | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 426,045 | 333,900 | 333,900 | 140,387 | | | |
| 000 SUMMARY | 426,045 | 333,900 | 333,900 | 140,387 | | | |
| Total for HEALTH AND PAUPERS CARE | 426,045 | 333,900 | 333,900 | 140,387 | | 1500 0 | 0 |

1/2 \$2,500

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|---|------------------|--------------------|--------------------|----------------------|---------------------|--------------------------|----------------------|
| 003-648 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *460 INDIGENT HEALTH CARE <i>Doctors</i> | 100,000 | 140,000 | 140,000 | 19,962 | | <i><20,000.00></i> | |
| *496 INDIGENT ETHC AGREEMENT SECTION 11.5 | | 25,000 | 25,000 | 0 | | <i>-0-</i> | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 100,000 | 165,000 | 165,000 | 19,962 | | | |
| 000 SUMMARY | 100,000 | 165,000 | 165,000 | 19,962 | | | |
| Total for HEALTH & PAUPERS CARE | 100,000 | 165,000 | 165,000 | 19,962 | 0 | 0 | 0 |

(\$20,000)

PANOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
CHILD PROTECTIVE SERVICES, HEALTH AND PAUPERS CARE

VOL.

42 PAGE 461
10:49:17 05 MAY 2003

Page 1

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|--------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 001-646 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *476 SUPPLIES & CHILD CARE EXPENSE | 9,005 | 8,000 | 8,000 | 2,694 | | -0- | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 9,005 | 8,000 | 8,000 | 2,694 | | -0- | |
| 000 SUMMARY | 9,005 | 8,000 | 8,000 | 2,694 | | | |
| Total for HEALTH AND PAUPERS CARE | 9,005 | 8,000 | 8,000 | 2,694 | 0 | -0- | 0 |

MAY 07 2003

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, COUNTY JUDGE

11.05.07 03 MAY 2003

Page 1

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|--------------------------------------|--------------------|--------------------|--------------------|----------------------|------------------------|-----------------------|----------------------|
| 100-400 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 42,103 | 42,946 | 42,946 | 12,707 | | | |
| *103 ASSISTANTS | 25,592 | 26,104 | 26,104 | 7,724 | | | |
| 100 PERSONAL SERVICES SUMMARY | 67,695 | 69,050 | 69,050 | 20,431 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 5,179 | 5,203 | 5,203 | 1,150 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,856 | 11,800 | 11,800 | 2,886 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 10,608 | 12,588 | 12,588 | 2,759 | | | |
| *204 WORKERS COMPENSATION | 209 | 364 | 364 | 88 | | | |
| *206 UNEMPLOYMENT INSURANCE | 59 | 131 | 131 | 12 | | | |
| 200 BENEFITS SUMMARY | 26,910 | 30,176 | 30,176 | 6,903 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 962 | 1,600 | 1,600 | 142 | | | |
| 300 TOTAL SUPPLIES | 962 | 1,600 | 1,600 | 142 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION, TELEPHONE | 314 | 400 | 400 | 124 | | | |
| *427 CONFERENCES AND DUES | 650 | 1,250 | 2,250 | 1,331 | | | |
| *499 MISCELLANEOUS | 0 | 150 | 150 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 964 | 1,800 | 2,800 | 1,455 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 250 | 2,050 | 1,831 | | | |
| 500 CAPITAL OUTLAY | 0 | 250 | 2,050 | 1,831 | | | |
| 000 SUMMARY | 96,531 | 102,874 | 105,674 | 30,763 | | | |
| Total for COUNTY JUDGE | 96,531 | 102,874 | 105,674 | 30,763 | 0 | 0 | 0 |

-0-

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|--------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-401 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 136,096 | 138,820 | 138,820 | 41,075 | | | |
| *105 SECRETARIES | 19,711 | 19,711 | 19,711 | 5,891 | | | |
| 100 PERSONAL SERVICES SUMMARY | 155,807 | 158,531 | 158,531 | 46,966 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 11,919 | 12,128 | 12,128 | 2,663 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 27,140 | 29,520 | 29,520 | 7,215 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 24,415 | 28,901 | 28,901 | 6,345 | | | |
| *204 WORKERS COMPENSATION | 2,725 | 5,346 | 5,346 | 1,165 | | | |
| *206 UNEMPLOYMENT INSURANCE | 45 | 99 | 99 | 9 | | | |
| 200 BENEFITS SUMMARY | 66,244 | 75,994 | 75,994 | 17,398 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 931 | 1,200 | 1,200 | 187 | | | |
| 300 TOTAL SUPPLIES | 931 | 1,200 | 1,200 | 187 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 418 | 800 | 800 | 145 | | | |
| *427 CONFERENCES AND DUES | 2,820 | 6,000 | 7,000 | 3,634 | | | |
| *499 MISCELLANEOUS | 0 | 600 | 600 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 3,238 | 7,400 | 8,400 | 3,779 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 250 | 250 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 250 | 250 | 0 | | | |
| 000 SUMMARY | 226,220 | 243,375 | 244,375 | 68,330 | | | |
| Total for COMMISSIONERS | 226,220 | 243,375 | 244,375 | 68,330 | 0 | 0 | 0 |

no changes
JP

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-403 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 34,024 | 34,705 | 34,705 | 10,269 | | | |
| *104 DEPUTIES | 99,269 | 102,356 | 102,356 | 25,708 | | | |
| 100 PERSONAL SERVICES SUMMARY | 133,293 | 137,061 | 137,061 | 35,977 | 0 | 0 | 0 |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 10,197 | 10,406 | 10,406 | 1,995 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 32,566 | 35,424 | 35,424 | 7,215 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 20,687 | 24,987 | 24,987 | 4,754 | | | |
| *204 WORKERS COMPENSATION | 414 | 723 | 723 | 175 | | | |
| *206 UNEMPLOYMENT INSURANCE | 228 | 512 | 512 | 39 | | | |
| 200 BENEFITS SUMMARY | 64,295 | 72,132 | 72,132 | 14,179 | 0 | 0 | 0 |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 7,923 | 13,000 | 13,000 | 4,324 | | | |
| 300 TOTAL SUPPLIES | 7,923 | 13,000 | 13,000 | 4,309 | 0 | 0 | 0 |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 26 | 450 | 450 | 7 | | | |
| *427 CONFERENCES AND DUES | 1,632 | 1,400 | 1,400 | 608 | | | |
| *436 RENTALS, MICROFILMING, & INDEXING | 55,764 | 41,621 | 41,621 | 12,635 | | | |
| *499 MISCELLANEOUS | 0 | 250 | 250 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 57,424 | 43,721 | 43,721 | 17,473 | 0 | 0 | 0 |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 2,167 | 1,500 | 1,500 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 2,167 | 1,500 | 1,500 | 0 | 0 | 0 | 0 |
| 000 SUMMARY | 265,103 | 267,414 | 267,414 | 71,938 | 0 | 0 | 0 |
| Total for COUNTY CLERK | 265,103 | 267,414 | 267,414 | 67,731 | 0 | 0 | 0 |

I am not asking for any increases in my budget, but my copier is giving a lot of problems and I foresee having to do something different soon. The maintenance contract on this one runs through the end of the year. The copier is more than 7 years old, and it was a reconditioned one at the time of purchase. We are averaging spending about \$275.00 per month on the maintenance contract. Often we are down for a day or so waiting for them to show up. I have looked into the lease of two new copiers which combined will give us the same copy per minute rate + 3 of what we have. For a five year lease plus the service agreement, I estimate a cost of about \$470.00 per month. This would mean an increase of about \$200.00 per month more than we pay now. With the office expansion, two copiers would allow one to be in land records and one closer to where the deputies will sit. It would also mean that when one had a problem, we would not be shut down in the copier business while we await the serviceman.

| Account..... | 2002 Actual.. | 2003 Orig Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|---------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 100-426 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 101,700 | 101,700 | 101,700 | 30,093 | | | |
| *110 COURT REPORTER | 38,597 | 39,369 | 39,369 | 11,649 | | | |
| 100 PERSONAL SERVICES SUMMARY | 140,297 | 141,069 | 141,069 | 41,741 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 9,761 | 10,793 | 10,793 | 2,365 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,056 | 11,800 | 11,800 | 2,806 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 21,985 | 25,717 | 25,717 | 5,637 | | | |
| *204 WORKERS COMPENSATION | 433 | 754 | 754 | 100 | | | |
| *206 UNEMPLOYMENT INSURANCE | 89 | 197 | 197 | 10 | | | |
| 200 BENEFITS SUMMARY | 43,123 | 49,260 | 49,260 | 11,087 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 1,173 | 1,400 | 1,400 | 119 | | | |
| 300 TOTAL SUPPLIES | 1,173 | 1,400 | 1,400 | 119 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *417 VISITING JUDGES | 0 | 1,000 | 1,000 | 0 | | | |
| *420 COMMUNICATION TELEPHONE | 48 | 350 | 350 | 37 | | | |
| *427 CONFERENCES AND DUES | 0 | 1,100 | 1,100 | 0 | | | |
| *499 MISCELLANEOUS | 0 | 300 | 300 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 128 | 2,750 | 2,750 | 37 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 1,150 | 1,150 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 1,150 | 1,150 | 0 | | | |
| 000 SUMMARY | 184,721 | 195,637 | 195,637 | 52,984 | | | |
| Total for COUNTY COURT AT LAW | 184,721 | 195,637 | 195,637 | 52,984 | 0 | -0- | 0 |

No increase in
2003
IT B-1

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, DISTRICT COURT

11:05:58 05 MAY 2003

Page 9

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 100-435 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *110 COURT REPORTER | 22,132 | 22,575 | 22,575 | 6,680 | | | |
| *118 ADMINISTRATOR/SECRETARY | 23,409 | 23,878 | 23,878 | 7,065 | | | |
| 100 PERSONAL SERVICES SUMMARY | 45,541 | 46,453 | 46,453 | 13,745 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 3,484 | 3,554 | 3,554 | 779 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 10,856 | 11,008 | 11,008 | 2,886 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 7,136 | 8,469 | 8,469 | 1,856 | | | |
| *204 WORKERS COMPENSATION | 140 | 246 | 246 | 59 | | | |
| *206 UNEMPLOYMENT INSURANCE | 103 | 233 | 233 | 21 | | | |
| 200 BENEFITS SUMMARY | 21,722 | 24,310 | 24,310 | 5,602 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 1,207 | 1,000 | 1,000 | 343 | | | |
| *312 LAW BOOKS | 276 | 400 | 400 | 293 | | | |
| 300 TOTAL SUPPLIES | 1,482 | 1,400 | 1,400 | 636 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415 PROFESSIONAL SERVICES | 1,337 | 2,500 | 2,500 | 0 | | | |
| *416 VISITING COURT REPORTER | 75 | 750 | 750 | 200 | | | |
| *420 COMMUNICATION TELEPHONE | 505 | 400 | 400 | 309 | | | |
| *427 CONFERENCES AND DUES | 852 | 1,200 | 1,200 | 0 | | | |
| *499 MISCELLANEOUS | 162 | 600 | 600 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 2,931 | 5,450 | 5,450 | 509 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 1,000 | 1,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 1,000 | 1,000 | 0 | | | |
| 000 SUMMARY | 71,676 | 78,613 | 78,613 | 20,492 | | | |
| Total for DISTRICT COURT | 71,676 | 78,613 | 78,613 | 20,492 | 0 | 0 | 0 |

[Signature]
5/27/03

| Account..... | 2002 Actual | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp. | 2003 Est Actual | 2004 Requested | 2004 Recommended |
|---|----------------|--------------------|--------------------|---------------------|--------------------|-------------------|---------------------|
| 100-455 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 32,457 | 33,107 | 33,107 | 9,796 | | +1598.00 | |
| *105 SECRETARIES | 27,363 | 27,918 | 27,918 | 9,343 | | +1962.72 | |
| 100 PERSONAL SERVICES SUMMARY | 59,820 | 61,025 | 61,025 | 19,139 | | +3560.72 | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 4,576 | 4,669 | 4,669 | 1,030 | | +272.40 | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 13,570 | 14,760 | 14,760 | 3,600 | | +648.63 | |
| *203 RETIREMENT & DEATH BENEFITS | 9,374 | 11,125 | 11,125 | 2,434 | | +15.36 | |
| *204 WORKERS COMPENSATION | 185 | 322 | 322 | 78 | | +6.86 | |
| *206 UNEMPLOYMENT INSURANCE | 63 | 140 | 140 | 13 | | | |
| 300 BENEFITS SUMMARY | 27,760 | 31,016 | 31,016 | 7,182 | | +943.25 | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 2,403 | 3,125 | 3,125 | 482 | | | |
| 300 TOTAL SUPPLIES | 2,403 | 3,125 | 3,125 | 482 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *410 PROFESSIONAL SERVICES COMPUTER | 5,600 | 6,000 | 6,000 | 2,027 | | -4503.97 | |
| *415 PROFESSIONAL SERVICES | 468 | 1,000 | 1,000 | 144 | | | |
| *420 COMMUNICATION TELEPHONE | 431 | 600 | 600 | 170 | | | |
| *426 TRAVEL | 1,000 | 1,000 | 1,000 | 0 | | | |
| *427 CONFERENCES AND DUES | 764 | 1,000 | 1,000 | 0 | | | |
| *499 MISCELLANEOUS | 0 | 200 | 200 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 8,264 | 10,600 | 10,600 | 2,341 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 2,610 | 695 | 695 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 2,610 | 695 | 695 | 0 | | | |
| 000 SUMMARY | 100,745 | 106,461 | 106,461 | 29,144 | | | |
| total for JUSTICE OF THE PEACE PCT. 1 & 4 | 100,745 | 106,461 | 106,461 | 29,144 | | 0 | 0 |

4106.461
0

ANOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM

11:08:50 05 MAY 2003

Expenditure REQUEST Worksheet for Fiscal 2004

GENERAL, JUSTICE OF THE PEACE PCT. 2 AND 3

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| Account..... | 2003 Actual.. | 2003 Orig Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|---|------------------|---------------------|--------------------------|----------------------|---------------------|-------------------------|----------------------|
| 00-457 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 32,487 | 33,107 | 33,107 | 9,796 | | ^{\$} 24,869 | |
| *105 SECRETARIES | 27,363 | 27,918 | 27,918 | 8,343 | | ^{\$} 24,428 | |
| 100 PERSONAL SERVICES SUMMARY | 59,850 | 61,025 | 61,025 | 18,139 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 4,576 | 4,669 | 4,669 | 1,030 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 13,570 | 14,760 | 14,760 | 3,608 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 9,374 | 11,125 | 11,125 | 2,454 | | | |
| *204 WORKERS COMPENSATION | 185 | 323 | 323 | 78 | | | |
| *206 UNEMPLOYMENT INSURANCE | 63 | 140 | 140 | 13 | | | |
| 200 BENEFITS SUMMARY | 27,768 | 31,016 | 31,016 | 7,182 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 1,857 | 3,000 | 3,000 | 2,607 | | | |
| *313 COMPUTER REPLACEMENT PARTS | 0 | 1,000 | 1,000 | 0 | | | |
| 300 TOTAL SUPPLIES | 1,857 | 4,000 | 4,000 | 2,607 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *410 PROFESSIONAL SERVICES/ COMPUTER | 2,361 | 6,800 | 2,296.23 ¹⁴⁹⁴ | 2,027 | | ^{\$} 4,503.97 | |
| *415 PROFESSIONAL SERVICES | 694 | 1,000 | 1,000 | 384 | | | |
| *420 COMMUNICATION TELEPHONE | 566 | 600 | 600 | 340 | | | |
| *426 TRAVEL | 372 | 700 | 700 | 0 | | | |
| *427 CONFERENCES AND DUES | 1,041 | 1,500 | 1,500 | 247 | | | |
| *499 MISCELLANEOUS | 69 | 200 | 200 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 6,043 | 10,800 | 10,800 | 2,967 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 3,948 | 495 | 495 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 3,948 | 495 | 495 | 0 | | | |
| 000 SUMMARY | 101,437 | 107,336 | 107,336 | 30,896 | | | |
| Total for JUSTICE OF THE PEACE PCT. 2 AND 3 | 101,437 | 107,336 | 107,336 | 30,896 | | ^{\$} 30,896.20 | 0 |

- 0 -

* See Attached Sheets

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-465 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *130 BAILIFFS | 15,887 | 16,205 | 16,205 | 4,795 | | | |
| 100 PERSONAL SERVICES SUMMARY | 15,887 | 16,205 | 16,205 | 4,795 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 1,215 | 1,240 | 1,240 | 372 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 0 | 0 | 0 | 0 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 0 | 0 | 0 | 0 | | | |
| *204 WORKERS COMPENSATION | 119 | 213 | 213 | 50 | | | |
| *206 UNEMPLOYMENT INSURANCE | 37 | 82 | 82 | 7 | | | |
| 300 BENEFITS SUMMARY | 1,370 | 1,535 | 1,535 | 329 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *414 JURORS, DISTRICT & COUNTY | 13,672 | 30,000 | 30,000 | 1,490 | | | |
| *499 MISCELLANEOUS | 0 | 100 | 100 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 13,672 | 30,100 | 30,100 | 1,490 | | | |
| 000 SUMMARY | 30,929 | 47,840 | 47,840 | 6,614 | | | |
| Total for JUDICIAL | 30,929 | 47,840 | 47,840 | 6,614 | 0 | 0 | 0 |

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, LAWSUITS VS COUNTY

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-470 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *424 TRAVEL | 0 | 0 | 0 | 0 | | | |
| *498 SETTLEMENTS & OTHERS | 0 | 25,000 | 25,000 | 0 | | | |
| *499 ATTORNEYS FEES | 4,944 | 13,500 | 13,500 | 2,603 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 4,944 | 37,500 | 37,500 | 2,603 | | | |
| 000 SUMMARY | 4,944 | 37,500 | 37,500 | 2,603 | | | |
| Total for LAWSUITS VS COUNTY | 4,944 | 37,500 | 37,500 | 2,603 | 0 | 0 | 0 |

0

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|--------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-490 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *150 ELECTIONS | 6,631 | 16,000 | 16,000 | 0 | | | |
| 100 PERSONAL SERVICES SUMMARY | 6,631 | 16,000 | 16,000 | 0 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 0 | 1,224 | 1,224 | 0 | | | |
| *204 WORKERS COMPENSATION | 70 | 164 | 164 | 29 | | | |
| 200 BENEFITS SUMMARY | 70 | 1,388 | 1,388 | 29 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES, POSTAGE, REPAIRS | 3,809 | 3,034 | 3,034 | 926 | | | |
| 300 TOTAL SUPPLIES | 3,809 | 3,034 | 3,034 | 926 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *400 POLLING PLACE RENTAL | | 900 | 900 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | | 900 | 900 | 0 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 10,509 | 21,322 | 21,322 | 956 | | | |
| Total for ELECTIONS | 10,509 | 21,322 | 21,322 | 956 | 0 | 0 | 0 |

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PANOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, FIRE PROTECTION

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| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|--------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-543 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| 466 FIRE SERVICES | 1,500 | 1,500 | 1,500 | 1,500 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 1,500 | 1,500 | 1,500 | 1,500 | | | |
| 000 SUMMARY | 1,500 | 1,500 | 1,500 | 1,500 | | | |
| Total for FIRE PROTECTION | 1,500 | 1,500 | 1,500 | 1,500 | 0 | 0 | 0 |

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BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, AIRPORT

VOL.

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Page 5

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended.. |
|--|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 100-407 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *116 AIRPORT MANAGER | 22,303 | 22,843 | 22,843 | 6,827 | | SAME | |
| 100 PERSONAL SERVICES SUMMARY | 22,303 | 22,843 | 22,843 | 6,827 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 1,712 | 1,740 | 1,740 | 388 | | | |
| *202 GROUP INSURANCE | 5,420 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT | 3,507 | 4,165 | 4,165 | 925 | | | |
| *204 WORKERS COMPENSATION | 717 | 1,240 | 1,240 | 312 | | | |
| *206 UNEMPLOYMENT INSURANCE | 51 | 115 | 115 | 11 | | | |
| 200 BENEFITS SUMMARY | 11,416 | 13,190 | 13,190 | 3,079 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 207 | 500 | 500 | 29 | | | |
| *356 REPAIR AND MAINTENANCE SUPPLIES | 3,462 | 4,000 | 4,000 | 2,368 | | | |
| 300 TOTAL SUPPLIES | 3,668 | 4,500 | 4,500 | 2,397 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *415 PROFESSIONAL SERVICES | 2,700 | 2,000 | 2,000 | 647 | | | |
| *420 COMMUNICATION TELEPHONE | 269 | 200 | 200 | 79 | | | |
| *429 CONFERENCE, DUES, LODGING & MEALS | 0 | 1,000 | 1,000 | 34 | | | |
| *443 UTILITIES | 5,937 | 0,000 | 0,000 | 2,228 | | | |
| *448 CONTRACTOR SERVICES | 480 | 2,500 | 2,500 | 120 | | | |
| *457 REPAIRS AND RENOVATIONS | 0 | 1,045 | 1,045 | 0 | | | |
| *461 RENTALS & LEASES | 34 | 800 | 800 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 9,420 | 15,245 | 15,245 | 2,908 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| OPERATING EXPENSES | | | | | | | |
| *829 GRANT MATCH | 6,083 | 0 | 0 | 0 | | | |
| 800 TOTAL OPERATING EXPENSES | 6,083 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 52,971 | 55,768 | 55,768 | 15,211 | | | |
| Total for AIRPORT | 52,971 | 55,768 | 55,768 | 15,211 | 0 | 0 | 0 |

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
AIRPORT, AIRPORT

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Page 1

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 885-750 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *493 FUEL & REPAIRS | 33,729 | 50,000 | 50,000 | 19,060 | | <i>5 p.m.h</i> | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 33,729 | 50,000 | 50,000 | 19,060 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 33,729 | 50,000 | 50,000 | 19,060 | | | |
| Total for AIRPORT | 33,729 | 50,000 | 50,000 | 19,060 | 0 | 0 | 0 |

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PANOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM

Expenditure REQUEST Worksheet for Fiscal 2004

GENERAL, 911/ RURAL ADDRESSING

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| | 2002 | 2003 | 2003 | Current | 2003 | 2004 | 2004 |
|--------------------------------------|----------|------------|------------|-----------|-------------|-------------|--------------|
| | Actual.. | Org Budget | Cur Budget | YTD Exp.. | Est Actual. | Requested.. | Recommended. |
| 90-575 | | | | | | | |
| VENUARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *116 COORDINATORS | 46,940 | 47,922 | 47,922 | 14,269 | | | |
| 100 PERSONAL SERVICES SUMMARY | 46,940 | 47,922 | 47,922 | 14,269 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 3,891 | 3,666 | 3,666 | 811 | | | |
| *202 GROUP INSURANCE | 10,886 | 11,800 | 11,800 | 2,884 | | | |
| *203 RETIREMENT | 7,356 | 8,737 | 8,737 | 1,932 | | | |
| *204 WORKERS COMPENSATION | 303 | 536 | 536 | 98 | | | |
| *206 UNEMPLOYMENT INSURANCE | 100 | 340 | 340 | 23 | | | |
| 200 BENEFITS SUMMARY | 22,114 | 34,977 | 34,977 | 8,746 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 1,467 | 1,200 | 1,200 | 97 | | | |
| *313 COMPUTER REPLACEMENT PARTS | 710 | 1,000 | 1,000 | 0 | | | |
| *319 SOFTWARE | 0 | 000 | 000 | 0 | | | |
| 300 TOTAL SUPPLIES | 1,777 | 3,000 | 3,000 | 97 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 667 | 700 | 700 | 187 | | | |
| *427 CONFERENCES AND DUES | 0 | 400 | 400 | 0 | | | |
| *442 POSTAGE | 0 | 0 | 0 | 0 | | | |
| *446 BUILDING RENTAL | 2,740 | 3,020 | 3,020 | 920 | | | |
| *499 MISCELLANEOUS | 280 | 500 | 500 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 3,688 | 4,620 | 4,620 | 1,077 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 448 | 2,000 | 2,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 448 | 2,000 | 2,000 | 0 | | | |
| 000 SUMMARY | 74,944 | 82,519 | 82,519 | 21,180 | | | |
| Total for 911/ RURAL ADDRESSING | 74,944 | 82,519 | 82,519 | 21,180 | | 0 | 0 |

No changes REQUESTED

Marilyn W. Kuyler

PANOLA COUNTY

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, CONSTABLE PCT. 1 & 4

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-585 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *101 ELECTED OFFICIALS | 32,457 | 33,107 | 33,107 | 9,796 | | | |
| 100 PERSONAL SERVICES SUMMARY | 32,457 | 33,107 | 33,107 | 9,796 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 2,493 | 2,533 | 2,533 | 555 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 5,428 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 5,086 | 6,036 | 6,036 | 1,323 | | | |
| *204 WORKERS COMPENSATION | 2,100 | 3,602 | 3,602 | 676 | | | |
| 200 BENEFITS SUMMARY | 15,097 | 18,155 | 18,155 | 3,997 | | | |
| SUPPLIES | | | | | | | |
| *392 UNIFORMS | 750 | 750 | 750 | 78 | | | |
| 300 TOTAL SUPPLIES | 750 | 750 | 750 | 78 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *427 CONFERENCES AND DUES | 30 | 1,000 | 1,000 | 0 | | | |
| *449 LAW ENFORCEMENT OFFICER STANDARD ED | | 696 | 696 | 0 | | | |
| *454 PARTS, REPAIRS, GAS, AND TRANS. EXP | | 0 | 1,500 | 186 | | | |
| *499 MISCELLANEOUS | 682 | 200 | 200 | 185 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 712 | 1,896 | 3,396 | 371 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | 0 | 0 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | | | |
| 000 SUMMARY | 49,015 | 53,908 | 55,400 | 14,242 | | | |
| Total for CONSTABLE PCT. 1 & 4 | 49,015 | 53,908 | 55,400 | 14,242 | 0 | 0 | 0 |

No
Change
JJC

| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current .YTD Exp.. | 2003 ..Est Actual.. | 2004 ..Requested.. | 2004 Recommended. |
|--------------------------------------|--------------------|--------------------|--------------------|-----------------------|------------------------|-----------------------|----------------------|
| 100-595 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *460 TRASH DISPOSAL | 200,200 | 205,000 | 205,000 | 116,750 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 200,200 | 205,000 | 205,000 | 116,750 | | | |
| - 000 SUMMARY | 200,200 | 205,000 | 205,000 | 116,750 | | | |
| Total for ENVIRONMENTAL PROTECTION | 200,200 | 205,000 | 205,000 | 116,750 | 0 | 0 | 0 |

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BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, YOUTH PROGRAMS

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual.. | 2004 Requested.. | 2004 Recommended. |
|--------------------------------------|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 100-661 | | | | | | | |
| SUMMARY | | | | | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 0 | | | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | | | | 0 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *601 CARTHAGE | 10,000 | 10,000 | 10,000 | 10,000 | | -0- | |
| *602 BECKVILLE | 3,000 | 3,000 | 3,000 | 0 | | -0- | |
| *603 GARY | 2,000 | 2,000 | 2,000 | 0 | | -0- | |
| *604 EXPOSITION BLDG. MAINTENANCE | 4,324 | 3,000 | 3,000 | 149 | | -0- | |
| *646 BOYS & GIRLS CLUBS Program | 0 | 1,000 | 1,000 | 0 | | -0- | |
| 600 TOTAL OTHER SERVICES AND CHARGES | 19,324 | 19,000 | 19,000 | 10,149 | | | |
| 000 SUMMARY | 19,324 | 19,000 | 19,000 | 10,149 | | | |
| Total for YOUTH PROGRAMS | 19,324 | 19,000 | 19,000 | 10,149 | 0 | 0 | 0 |

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| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Not Actual.. | 2004 Requested.. | 2004 Recommended.. |
|---|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|-----------------------|
| 100-665 | | | | | | | |
| SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *105 SECRETARIES | 19,666 | 20,100 | 20,100 | 6,009 | | | |
| *161 EXTENSION AGENT | 10,351 | 10,559 | 10,559 | 3,126 | | | |
| *163 HOME DEMONSTRATION AGENT | 10,351 | 10,559 | 10,559 | 3,126 | | | |
| *169 EXPENSE ALLOW. AG AGENT | 4,800 | 7,200 | 7,200 | 2,130 | | | |
| *187 EXPENSE ALLOW. HOME DEMO. AGENT | 2,400 | 2,400 | 2,400 | 710 | | | |
| 100 PERSONAL SERVICES SUMMARY | 47,566 | 50,826 | 50,826 | 15,099 | | | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 2,760 | 3,009 | 3,009 | 660 | | | |
| *202 GROUP MEDICAL & LIFE INSURANCE | 5,428 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT & DEATH BENEFITS | 3,081 | 3,666 | 3,666 | 816 | | | |
| *204 WORKERS COMPENSATION | 61 | 107 | 107 | 26 | | | |
| *206 UNEMPLOYMENT INSURANCE | 80 | 255 | 255 | 9 | | | |
| 200 BENEFITS SUMMARY | 11,410 | 13,821 | 13,821 | 3,960 | | | |
| SUPPLIES | | | | | | | |
| *310 OFFICE SUPPLIES & REPAIRS | 819 | 1,350 | 1,350 | 332 | | | |
| *315 MISCELLANEOUS SUPPLIES | 0 | 250 | 250 | 0 | | | |
| 300 TOTAL SUPPLIES | 819 | 1,600 | 1,600 | 341 | | | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *420 COMMUNICATION TELEPHONE | 210 | 350 | 350 | 53 | | | |
| *426 TRAVEL | 2,491 | 2,500 | 2,500 | 1,909 | | | |
| *427 CONFERENCES AND DUES | 700 | 700 | 700 | 0 | | | |
| *499 MISCELLANEOUS | 126 | 320 | 320 | 0 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 3,527 | 3,870 | 3,870 | 2,052 | | | |
| CAPITAL OUTLAY | | | | | | | |
| *527 FURNITURE & EQUIPMENT | 800 | 1,000 | 1,000 | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 800 | 1,000 | 1,000 | 0 | | | |
| 000 SUMMARY | 64,130 | 71,125 | 71,125 | 20,432 | | | |
| Total for AGRICULTURE EXTENSION SERVICE | 64,130 | 71,125 | 71,125 | 20,432 | 0 | 0 | 0 |

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no increases - M.C.

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
LAW LIBRARY, LAW LIBRARY

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Page 1

| Account..... | 2002 Actual.. | 2003 Orig Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|---------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 130-420 | | | | | | | |
| SUMMARY | | | | | | | |
| OTHER SERVICES AND CHARGES | | | | | | -0- | |
| *492 LAW LIBRARY, LAW BOOKS & SERVICES | 15,200 | 13,000 | 13,000 | 4,902 | | | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 15,200 | 13,000 | 13,000 | 4,902 | | | |
| * 000 SUMMARY | 15,200 | 13,000 | 13,000 | 4,902 | | | |
| Total for LAW LIBRARY | 15,200 | 13,000 | 13,000 | 4,902 | 0 | 0 | 0 |

-0-

| Account..... | 2002 Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Net Actual.. | 2004 Requested.. | 2004 Recommended. |
|--|------------------|--------------------|--------------------|----------------------|----------------------|---------------------|----------------------|
| 100-409 | | | | | | | |
| DEPARTMENTAL - SUMMARY | | | | | | | |
| PERSONAL SERVICES SUMMARY | | | | | | | |
| *107 FLOATING SECRETARIES | 17,894 | 18,270 | 18,270 | 5,460 | | 1,838 | |
| *180 BENEFITS TERMINATION PAY | 5,653 | 8,000 | 8,000 | 2,026 | | | |
| 100 PERSONAL SERVICES SUMMARY | 23,548 | 26,270 | 26,270 | 7,486 | | 1,838 | |
| BENEFITS SUMMARY | | | | | | | |
| *201 SOCIAL SECURITY TAXES | 1,001 | 2,010 | 2,010 | 466 | | 141 | |
| *202 GROUP INSURANCE | 5,428 | 5,904 | 5,904 | 1,443 | | | |
| *203 RETIREMENT | 3,690 | 6,790 | 6,790 | 1,109 | | 335 | |
| *204 WORKERS COMPENSATION | 156 | 214 | 214 | 66 | | 104 | |
| *206 UNEMPLOYMENT INSURANCE | 54 | 132 | 132 | 13 | | | |
| *208 RETIRED EMPLOYEE MEDICAL | 110,362 | 211,248 | 211,248 | 38,757 | | | |
| 200 BENEFITS SUMMARY | 121,492 | 224,298 | 224,298 | 41,854 | | 490 | |
| OTHER SERVICES AND CHARGES | | | | | | | |
| *401 OUTSIDE AUDIT | 26,480 | 29,000 | 29,000 | 1,200 | | 10,000 | |
| *402 EAST TEXAS REGIONAL WATER PLANNING | 2,787 | 2,800 | 2,800 | 0 | | -0- | |
| *406 APPRAISAL DISTRICT | 92,736 | 116,000 | 116,000 | 56,325 | | -0- | |
| *407 ECONOMIC DEVELOPMENT/ CHAMBER OF CO | 24,505 | 13,510 | 13,510 | 13,510 | | -0- | |
| *410 COMPUTER SERVICES & SUPPLIES | 224,290 | 293,000 | 293,000 | 216,494 | | -0- | |
| *411 DUES MEMBERSHIP & FEES STATE & NATI | 3,834 | 6,000 | 6,000 | 2,455 | | 2- | |
| *412 INSURANCE/ LIAB., FIRE, ETC. | 132,657 | 165,686 | 171,686 | 158,295 | | 25,000 | |
| *415 INDUSTRIAL DEVELOPMENT | 0 | 2,500 | 2,500 | 0 | | 2,500 | |
| *415 PROFESSIONAL SERVICES | 30,509 | 15,000 | 15,000 | 6,225 | | -0- | |
| *420 COMMUNICATION TELEPHONE | 44,769 | 57,500 | 57,500 | 15,801 | | 7,500 | |
| *425 EMERGENCY MANAGEMENT & NATIONAL GUA | 743 | 2,000 | 2,000 | 846 | | 2,000 | |
| *430 ADVERTISING & PUBLICATIONS | 6,754 | 15,000 | 15,000 | 419 | | 3,000 | |
| *437 A.D.A. COMPLIANCE | 0 | 1,000 | 1,000 | 0 | | 1,000 | |
| *440 FAX MACHINE | 0 | 250 | 250 | 0 | | 250 | |
| *442 POSTAGE | 52,962 | 53,000 | 53,000 | 11,866 | | 3,000 | |
| *449 PHYSICALS, VACCINES & BLOOD TESTING | 7,133 | 2,000 | 4,475 | 2,945 | | -0- | |
| *452 REDISTRICTING EXPENSE | 10,000 | 0 | 0 | 0 | | -0- | |
| *455 SOIL & CONSERVATION DIST. CONTRACT | 1,000 | 1,000 | 1,000 | 1,000 | | 1,000 | Strike |
| *456 ARCHITECT FEES | 79,910 | 0 | 19,390 | 5,200 | | 5,000 | |
| *462 COPY MACHINE RENTALS & SUPPLIES | 20,054 | 24,000 | 24,000 | 6,819 | | -0- | |
| *490 HISTORICAL MARKERS | 0 | 1,000 | 1,000 | 0 | | -0- | |
| *491 HISTORICAL COMMISSION | 2,543 | 6,564 | 6,564 | 0 | | -0- | |
| *494 LOSS CONTROL | 0 | 3,000 | 3,000 | 0 | | -0- | |
| *497 TRANSFER TO VEHICLE INVENTORY TAX P | 4,438 | | | 0 | | -0- | |
| *499 MISCELLANEOUS | 1,457 | 6,500 | 6,500 | 1,191 | | -0- | |
| 400 TOTAL OTHER SERVICES AND CHARGES | 769,561 | 816,310 | 844,275 | 399,091 | | 21,250 | |

3518

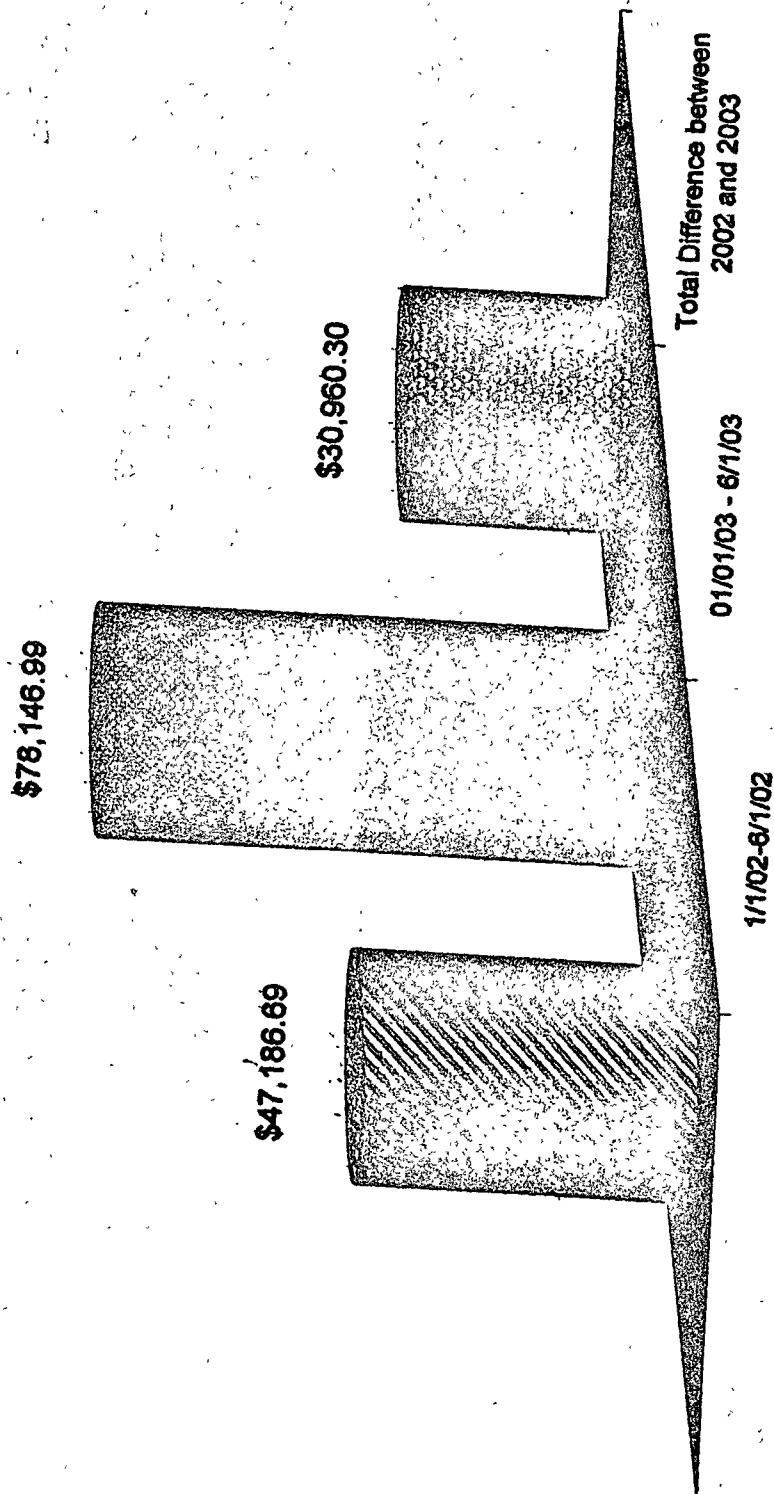
BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 2004
GENERAL, MISC. & NON DEPARTMENTAL

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| Account..... | 2002 ..Actual.. | 2003 Org Budget | 2003 Cur Budget | Current YTD Exp.. | 2003 Est Actual. | 2004 Requested.. | 2004 Recommended. |
|--|--------------------|--------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| 100-409 | | | | | | | |
| CAPITAL OUTLAY | | | | | | | |
| •527 FURNITURE & EQUIPMENT | 2,522 | 5,000 | 10,000 | 4,060 | | -0- | |
| •545 TRANSFER TO COURTHOUSE EXPANSION FU | 2,500,000 | | | 0 | | | |
| 500 TOTAL CAPITAL OUTLAY | 2,502,522 | 5,000 | 10,000 | 4,060 | | | |
| 000 DEPARTMENTAL - SUMMARY | 3,417,122 | 1,071,070 | 1,104,943 | 452,490 | | | |
| Total for MISC. & NON DEPARTMENTAL | 3,417,122 | 1,071,070 | 1,104,943 | 452,490 | 0 | 33,578 ⁰ | 0 |

Five Month Income Comparison



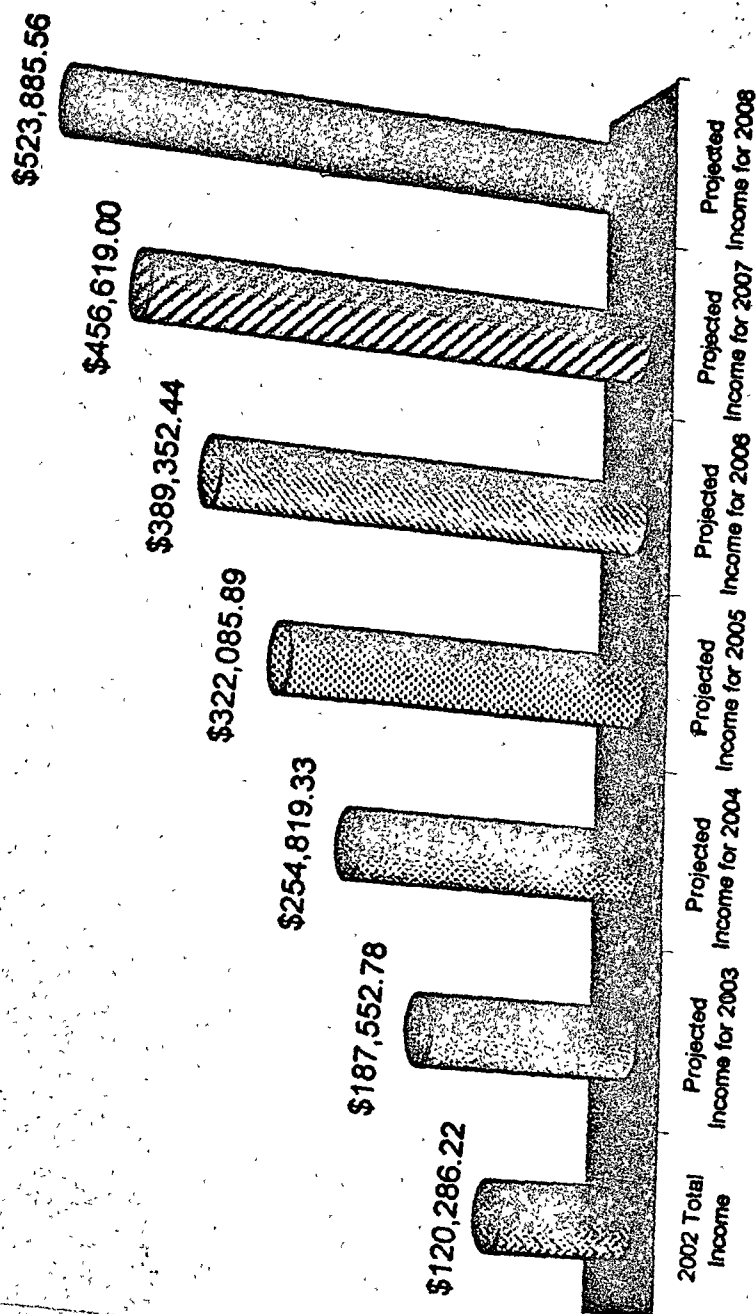
Five Month Income Comparison Chart

This Chart shows:

1. This office has already taken in enough income in the past five months than in 2002 to justify the salary of a new clerk.
2. This shows a 39.6% increase in income for this office, which proves the fact that there is a significant increase in filings.

Current and Projected District Clerk's Office Income

Does not include increase in future court cost rates

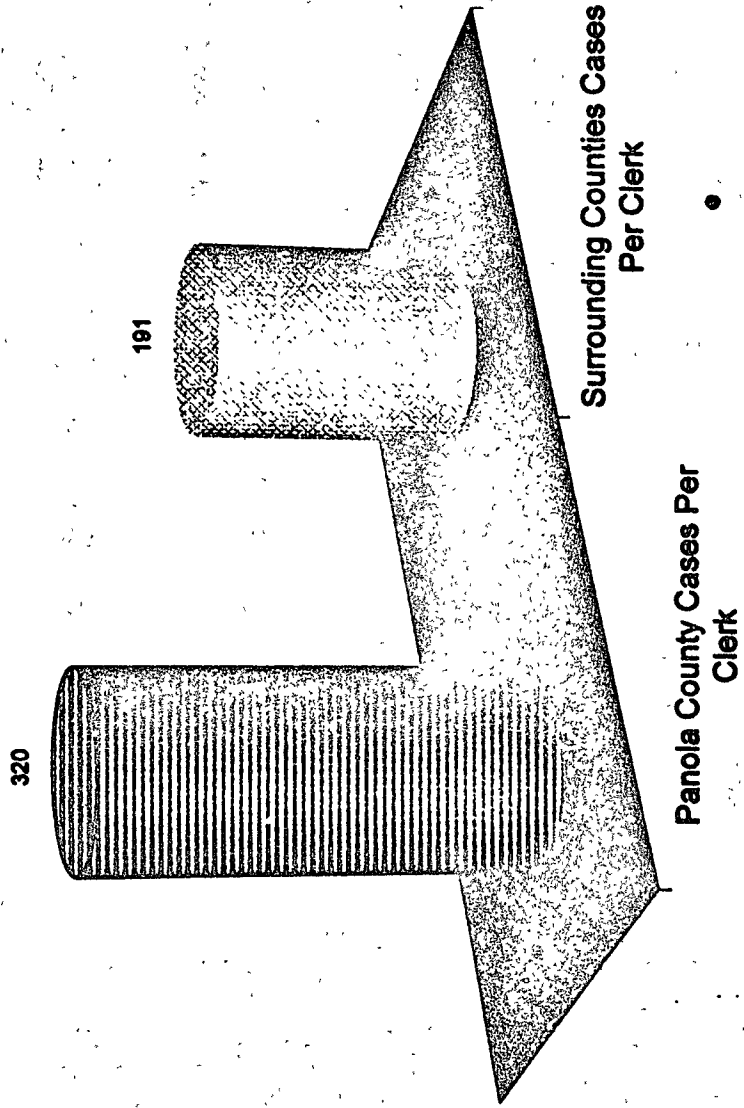


Current and Projected Income Chart

This Chart shows:

1. The projected income increase for 2003 will more than pay for an additional clerk.
2. This does not show the future increase in filing fees and other fees that are constantly changing.

County Case Comparisons per Civil Clerk



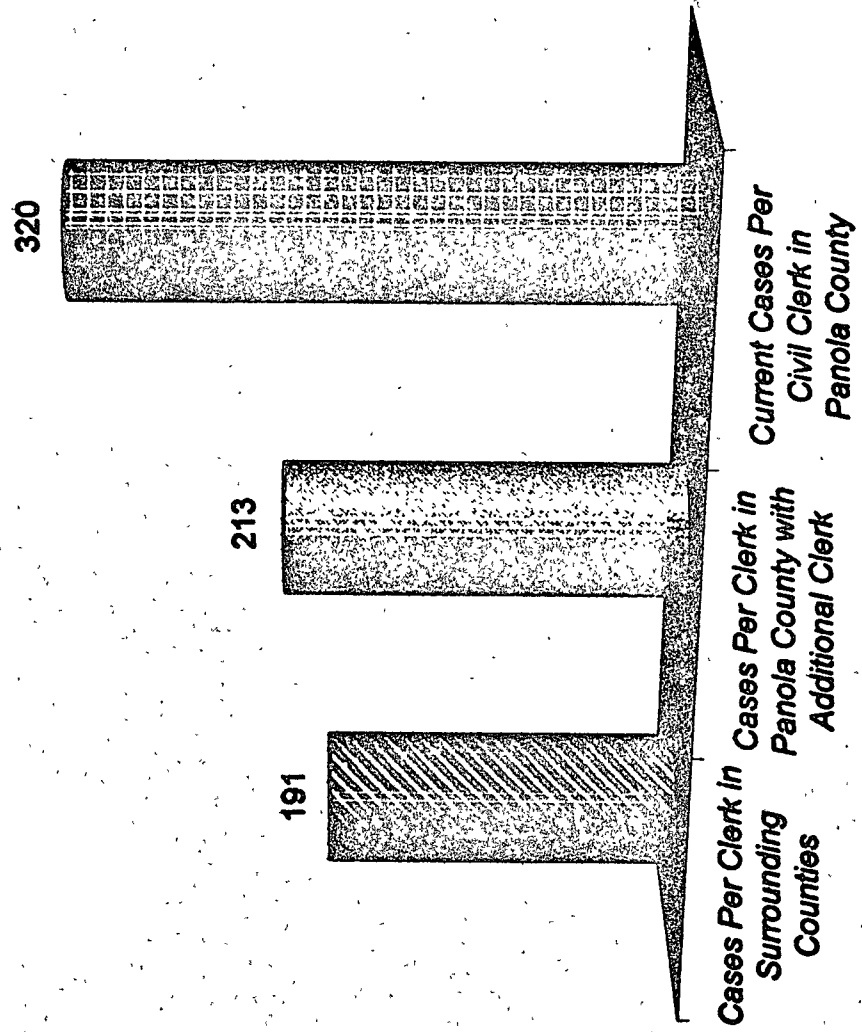
Case Comparisons Charts

(This is a per year increase but does not include the estimated 60 cases handled by the Child Support Clerk)

This Chart shows:

1. We currently have approximately 129 more cases per civil clerk than an average of the surrounding counties.
2. With an additional clerk, this office would still be 22 cases per clerk ahead of the surrounding counties but would greatly ease the workload of this office.
3. The surrounding counties have newer and better equipment that this office will need in the future, but an additional clerk would ease the stress level placed upon our clerks at the present time.
4. If the increased workload upon our clerks is maintained at this level, the chance of litigation against the county for failing to meet deadlines for issuances and other duties will be inevitable.
5. Currently our clerks stay approximately one month behind on their work due to the lack of manpower and low quality equipment.
6. Where most counties have a designated clerk for each office duty, our clerks must perform multiple stations in order to perform daily task.
7. Due to the high workload per clerk, deputies must prioritize cases in order to stay a moment ahead of deadlines in issuances and sending out orders. If cases are not handled properly and timely, these clerks risk lawsuits and in some cases could risk charges filed against them or the District Clerk if proper procedure is not followed. Due to lack of manpower and proper equipment they are not able to keep up with the high volume of work coming in and going out.
8. The current number of Deputies will not be able maintain this office.

Case Comparisons with Surrounding Counties



Our Clerks

Enter new cases by hand into a large expensive index book. Each case must be dated, indexed by plaintiff and defendant. These books are very heavy and have been the source of back problems to our clerks and clients who must handle these books from floor to counter every day. Two of these books would pay for a personal computer for our clients and decrease the chance of a lawsuit should one of these be the source of an injury to a client or employee. It is our hope that we will have the equipment and manpower to enter cases in a more up to date way so that our clients will find their research faster and easier and valuable time will not be lost by stopping our work and aiding the clients with these large books.

Must handle several duties instead of one specific field. Examples:

- 1 Clerk handles all criminal cases, passports, jury selection duties, and all criminal and civil appeals.
- 1 Clerk handles all Attorney General cases and child support payments and questions. This clerk handled approximately \$550,000 this year in child support payments and has posted over 1200 payments this year alone. We lose this clerk once a month so that they can handle the Attorney General case day.
- 1 Clerk handles all bookkeeping, sends out jury summons for the building, pays jurors, and takes the brunt of our many phone calls.
- 2 Clerks handle all civil cases. This includes divorces, lawsuits, tax cases, adoptions, etc... These clerks handle most of the paperwork that comes into this office. They have approximately 320 cases each, not to mention the thousands of cases that must be pulled from previous years. Many cases drag on for years and thousands of cases are pulled from the files for research and many other reasons. These two clerks handle most of the clients that walk in. These are the only two clerks that must handle all processes with terminals instead of personal computers.

All clerks must have some knowledge for each position. They rotate every few years to another position so that they will be able to handle most questions since there are times when they must be left alone due to lunch rotation, jury duties, and court days. Due to lack of manpower, they must be able to help clients when the specific clerk they need is waiting on a customer.

Higher workload and very low pay rate.

Surrounding Clerks

Have all cases entered directly into the database. In most cases this is done in an instant by scanner or directly into a computer that is linked to a public terminal that clients can use without interrupting a deputy.

They mainly handle one specific duty.

Examples:

Rusk County:

- 1 Clerk for bookkeeping
- 1 Clerk for Attorney General and Passports
- 1 Criminal Clerk
- 6 Civil Clerks

Gregg County:

- 1 Clerk for bookkeeping
- 2 Clerks as receptionist
- 1 Clerk for Attorney General and Passports
- 15 Civil Case Clerks
- 1 Criminal Clerk

These counties perform their duties with less stress due to the high-tech equipment they have such as scanners, faster printers, personal computers, public terminals, and focusing on mainly one specific duty.

Mainly handle one specific duty and field.

Much lower workload and higher pay rate.

In Conclusion

What would hiring a new clerk do for the county?

1. It would severely drop the county's risk of litigation by falling too far behind and not meeting deadlines and details by rushing to get cases processed.
2. It would delay the need of high-tech equipment to be purchased for at least one year. The office will allow email filings at a later date and will have the past cases placed on a public database in the future. Having another clerk now will allow us the workforce to enter a great deal of this data in ourselves. Having another clerk to aid in this process now will greatly drop the future cost for doing this. The current bid for having a third party do all of this without us starting the process now will be approximately \$150,000-\$200,000. The scanners that the other counties currently have cost in the range of \$4,000 per scanner. Gregg County has four such scanners. These scanners will be needed in the future but even this will be delayed by the addition of another clerk.
3. It would drop the stress placed upon each clerk. Most clerks are not able to take the mandatory two 15minute breaks many days. This breaks their physical well-being down and causes them to miss several days due to sickness. As informed by the mandatory insurance meeting, this would save the county in higher insurance premiums.
4. The county would be better served by less wait time.

This office currently employs a seasonal secretary. This person, by law, is not allowed to do much more than file papers (only in unsealed files), make copies, and small tasks that do not require a deputized clerk. This does not ease the cases per clerk in any way, being that they are not allowed to sign and seal papers or perform 95% of the details that a deputized clerk must perform. This seasonal worker currently costs the county about \$5,400 for the six months allowed. In order to keep the previous seasonal help for the remainder of the year we were forced to do without much needed equipment and upgrades on current equipment. Projects that must be done at some point were put even further back on a must do list in order to give some relief, however small, to our deputies. This is not a solution but only puts off what is inevitable.

An additional clerk would not put our office on the same level as surrounding counties, but it would greatly ease the workload and stress level placed on our people. *Due to the increase in filings and area population growth, it is no longer possible to maintain this office without hiring another deputy clerk.*

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Sidney Burns
Alvin Dorman
Jandra King
Jan Dorman

9 June 03 1:30 pm

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2003

MICKEY DORMAN, COUNTY CLERK, P. C. T. *Mickey Dorman*