

FILED FOR RECORD  
IN MY OFFICE

AT 9:25 O'CLOCK A.M.

DEC 22 2004

MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY M. R. Bager 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 SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 27<sup>TH</sup> DAY OF DECEMBER, 2004, 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 approve and record the Salary Schedule for Fiscal Year 2005.
- b. To record the appointment of Charlie Blue as a Reserve Deputy with the Panola County Sheriff's Department effective December 20, 2004.
- c. To record the appointment of Katti Bird as a Reserve Deputy with the Panola County Sheriff's Department effective January 1, 2005.

- d. To record the promotion of Cory Mims from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.
- e. To record the promotion of Alberto Garza from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.
- f. To record the promotion of Codey Adams from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.

**ROAD & BRIDGE**

- a. To accept and record donation of \$6,510.00 from Devon Louisiana Corporation for Panola County Road #108.
- b. To approve and record a request by City of Gary Natural Gas System to place a 2" polyethylene gas line within the right-of-way of Panola County Road #114.

**MISCELLANEOUS**

- a. To record Panola County Criminal District Attorney State Apportionment Funds Budget for Fiscal Year 2005.
- b. To record Panola County Criminal District Attorney State Longevity Pay Supplement Budget for Fiscal Year 2005.
- c. To record Panola County Criminal District Attorney Hot Check Fee Fund Budget for Fiscal Year 2005.
- d. To record Panola County Criminal District Attorney State Forfeiture Fund Budget for Fiscal Year 2005.
- e. To record Panola County Criminal District Attorney Hot Check Fee Fund Budget Amendment for Fiscal Year 2004.
- f. To record Panola County Criminal District Forfeiture Fund Budget Amendment for Fiscal Year 2004.
- g. To approve and record 2004 Budget Amendment No. 8.

**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)/employ-ee(s): Panola

County Clerk Mickey Dorman (2); and Panola County Treasurer Gloria Portman.

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 discuss TXU's intent to close Panola County Road #260. (Speaker: Don Montgomery)
7. To discuss and act upon authorizing Panola County Airport - Sharpe Field Manager Joe Foster to submit items for 2005 Repair and Maintenance Program to TXDOT Aviation Division.
8. To discuss and act upon submission of an Application for FY-2005 Community Assistance Grant Program for funds to drill a deep water well at the Panola County Airport - Sharpe Field.
9. To appoint two (2) members to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2005 and ending December 31, 2006.
10. To appoint three (3) members to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2005 and ending December 31, 2006.
11. To discuss and act upon approval of an Elevator Maintenance Agreement between Panola County and ThyssenKrupp Elevator for a one (1) year period commencing January 1, 2005 for the elevator located in the Panola County Courthouse.
12. To discuss and act upon approval of a Contract for Services between Panola County and Fire & Safety Equipment for a one (1) year period commencing January 1, 2005.
13. To discuss and act upon approval of a HVAC Filter Maintenance Contract between Panola County and Texas Filter Service, Inc. for a one (1) year period commencing January 1, 2005.
14. To discuss and act upon the purchase of a Certificate of License of KellPro Software and/or Imaging Software for use by the Justice of the Peace, Precincts #1 and #2.
15. To discuss and act upon passing and approving Resolution #2004-09 in support of ETCOG's Northeast Texas Beaver Management Program.

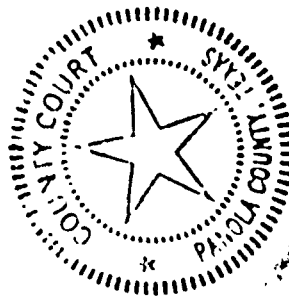
#### ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 22<sup>ND</sup> DAY  
OF DECEMBER, 2004 AT 9:25 O'CLOCK A.M.

Mickey Dorman  
MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Martha L. Baze, 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 CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES  
ON THE 22<sup>ND</sup> DAY OF DECEMBER, 2004 AT 9:25 O'CLOCK A.M.

Mickey Dorman  
MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Martha L. Baze, Deputy



FILED FOR RECORD  
IN MY OFFICEAT 4:00 O'CLOCK P M

JAN 10 2005

MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY M. L. Beyer DEPUTYThe State of Texas  
County of Panola

On this the 27th day December of A.D. 2004, the Commissioners' Court of Panola County, Texas met in a Special 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:

Ronnie LaGrone  
Douglas M. Cotton  
Hermon E. Reed, Jr.Commissioner, Precinct #1  
Commissioner, Precinct #2  
Commissioner, Precinct #3

with County Judge David L. Anderson and Commissioner Dale LaGrone of Precinct #4 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:

County Judge Pro Tem Ronnie LaGrone announced that Mr. O. J. Britton had been recommended by the school board and appointed to fill the opening on the tax appraisal board.

## 4. CONSENT ITEMS:

## PERSONNEL

- ✓ a. To approve and record the Salary Schedule for Fiscal Year 2005.
- ✓ b. To record the appointment of Charlie Blue as a Reserve Deputy with the Panola County Sheriff's Department effective December 20, 2004.
- c. To record the appointment of Katti Bird as a Reserve Deputy with the Panola County Sheriff's Department effective January 1, 2005.
- ✓ d. To record the promotion of Cory Mims from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.
- e. To record the promotion of Alberto Garza from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.

- f. To record the promotion of Codey Adams from Detention Officer to Detention Deputy with the Panola County Sheriff's Department effective January 1, 2005 with no change in pay rate.

ROAD & BRIDGE

- ✓ a. To accept and record donation of \$6,510.00 from Devon Louisiana Corporation for Panola County Road #108.
- ✓ b. To approve and record a request by City of Gary Natural Gas System to place a 2" polyethylene gas line within the right-of-way of Panola County Road #114.

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- ✓ e. To record Panola County Criminal District Attorney Hot Check Fee Fund Budget Amendment for Fiscal Year 2004.
- ✓ f. To record Panola County Criminal District Attorney Forfeiture Fund Budget Amendment for Fiscal Year 2004.
- ✓ g. To approve and record 2004 Budget Amendment No. 8.

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): Panola County Clerk Mickey Dorman (2) and Panola County Treasurer Gloria Portman.

Commissioner Cotton moved and Commissioner Reed seconded the motion to approve all the Consent Items. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent.

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

- ✓ 5. Commissioner Reed 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 by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE LIST OF BILLS ATTACHED.
- ✓ 6. There was some discussion and a presentation by Mr. Don Montgomery of TXU regarding that company's intent to close Panola County Road #260. Their notice will be posted today at the Courthouse and then on the site of the closing.
- ✓ 7. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to authorize Panola County Airport - Sharp Field Manager Joe Foster to submit items for 2005 Repair and Maintenance Program to TXDOT Aviation

Division. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE LIST OF ITEMS ATTACHED.

- 8. After some discussion Commissioner Reed moved and Commissioner Cotton seconded the motion to approve the submission of an Application for FY-2005 Community Assistant Grant Program for funds to drill a deep water well at the Panola County Airport - Sharpe Field. The motion passed a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF APPLICATION ATTACHED.
- 9. Commissioner Cotton moved and Commissioner Reed seconded the motion to appoint Mr. Johnny Morris and Mr. Mark Thompson to the Panola County Airport - Sharpe Field Advisory Board for two year terms commencing January 1, 2005 and ending December 31, 2006. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPIES OF APPOINTMENTS ATTACHED.
- 10. Commissioner Reed moved and Commissioner Cotton seconded the motion to appoint Mr. C. David Fleming, Mr. Leslie Mangham and Mr. Chris Mauritzen to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2005 and ending December 31, 2006. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF APPOINTMENTS ATTACHED.
- 11. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to approve an Elevator Maintenance Agreement between Panola County and ThyssenKrupp Elevator for a one (1) year period commencing January 1, 2005 for the elevator located in the Panola County Courthouse. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF AGREEMENT ATTACHED.
- 12. After some discussion Commissioner Reed moved and Commissioner Cotton seconded the motion to approve a Contract for Services between Panola County and Fire & Safety Equipment for a one (1) year period commencing January 1, 2005. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF CONTRACT ATTACHED.
- 13. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to approve a HVAC Filter Maintenance Contract between Panola County and Texas Filter Service, Inc. for a one (1) year period commencing January 1, 2005. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF CONTRACT ATTACHED.
- 14. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to purchase a Certificate of License of KellPro Software and/or imaging Software for use by the Justice of the Peace, Precincts #1 and #2. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF CERTIFICATE ATTACHED.
- 15. After some discussion Commissioner Reed moved and Commissioner Cotton seconded the motion to pass and approve Resolution #2004-09 in support of ETCOG's Northeast Texas Beaver Management Program. The motion passed by a vote of 3-0 with Judge Anderson and Commissioner Dale LaGrone absent. SEE COPY OF RESOLUTION ATTACHED.

The meeting was then adjourned.

Dated this the 27th day of December, 2004.

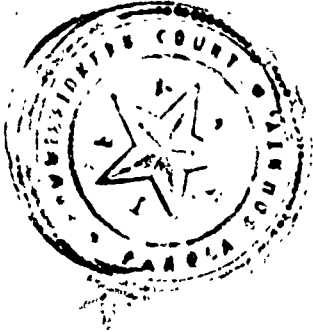


Ronnie LaGrone, County Judge Pro Tem, Panola County, Texas

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ATTEST:

*Mickey Dorman by Martha L. Bager, Deputy*  
Mickey Dorman, County Clerk, Panola County, Texas





27 December 2004

9:00 am

Bonita Phillips -  
Don Anthony  
Jenny Mayo  
M. C. Foster

VOL. 48 PAGE 186

**CONSENT**

**ITEMS**

**COUNTY OF PANOLA**  
**2005 SALARY EXPENSE ALLOWANCE SCHEDULE**

VOL. 48 PAGE 187

EMPLOYEE NAME	POSITION	CURRENT 2005 HOURLY RATE	CURRENT 2005 MONTHLY RATE
Anderson, David	County Judge	*****	3,833.00
Jones, Lee Ann	Administrative Assistant	*****	2,329.92
LaGrone, Ronnie	Commissioner Pct. 1	*****	3,097.50
Cotton, Douglas	Commissioner Pct. 2	*****	3,097.50
Reed, Jr. Hermon	Commissioner Pct. 3	*****	3,097.50
LaGrone, Dale	Commissioner Pct. 4	*****	3,097.50
Brown, Kathy	Comm. Sec. & Asst. ADA Co.	9.92	1,719.47
Dorman, Mickey M.	County Clerk	*****	3,097.50
Bazer, Martha	Deputy - County Clerk	10.33	1,790.54
Hillin, Don	Deputy - County Clerk	9.79	1,696.94
Jones, Clara	Deputy - County Clerk	10.33	1,790.54
Jones, Sharon	Deputy - County Clerk	10.33	1,790.54
White, Lavona	Deputy - County Clerk	10.33	1,790.54
	Seasonal County Clerk Help	5.53	
Young, James	Veterans Service Officer	*****	2,243.00
Malone, Patsy	Veterans Office Secretary	10.33	1,790.54
Foster, Joseph	Airport Manager	13.18	2,284.54
Burnham, Cheyenne	Floating Secretary	10.33	1,790.54
Bailey, Terry	County Court @ Law Judge	*****	8,475.00
Clark, Karen	County Court Reporter	*****	3,513.75
Hudson, Teresa	District Court Reporter	*****	2,014.92
Ragster, Karma	District Court Administrator/Secretary	*****	2,288.67
Hicks, Sandra	District Clerk	*****	3,097.50
Johnson, Debra	Chief Deputy District Clerk	11.79	2,043.60
Brevard, Paul	Deputy - District Clerk	10.33	1,790.54
Hall, Beth	Deputy - District Clerk	10.33	1,790.54
Parks, Carole	Deputy - District Clerk	10.33	1,790.54
Stephens, Shelia	Deputy - District Clerk	10.33	1,790.54
	Seasonal District Clerk Help	5.53	
Davis, Pat	Justice of the Peace 1 & 4	*****	3,097.50
Hughes, Tom	J.P. 1 & 4 Secretary	10.33	1,790.54
Taylor, Lora	Justice of the Peace 2 & 3	*****	3,097.50
Coots, Denise	J.P. 2 & 3 Secretary	10.33	1,790.54
Kiper, Mary S	Civil Clerk J.P. Pct. 1, 2, 3 & 4	10.33	1,790.54
Favors, Andrew	Bailiff and Security	14.33	2,483.87
Hill, Ken	Assistant District Attorney	*****	5,561.50
Eaton, Janet	Administrative Assistant	13.08	2,267.20
Jones, Kevin	Co. Coord. L.E. Forfeet Spec. Invest.	*****	3,218.17
Williams, Vernanda	District Attorney Secretary	11.48	1,989.87
Brooks, Melanie	District Attorney Secretary	8.56	1,483.74
Campbell, Christy	District Attorney Secretary	9.98	1,729.87
Atkerson, Betty	Voter Registrar	11.89	2,060.94
Lloyd, Helen	Deputy Voter Registrar	10.33	1,790.54
Burns, Carl S	County Auditor	*****	3,833.00
Price, Stephanie	1st Assistant Auditor	*****	3,007.84
Stacy, Jennifer	2nd Assistant Auditor	*****	2,778.00
Portman, Gloria	County Treasurer	*****	3,097.50
Reed, Joni	Chief Deputy Treasurer	11.79	2,043.60
Yates, Vicki	Deputy Treasurer	9.00	1,560.00
Whiteside, Jean	Tax Assessor/Collector	*****	3,097.50
Dyer, Margaret	Chief Deputy Tax A/C & VIT Deputy	12.00	2,080.00
Harris, JoNell	Chief Deputy Tax A/C	11.79	2,043.60
Barnett, Terry	Deputy Tax A/C	10.33	1,790.54
Brooks, Cassandra	Deputy Tax A/C	10.33	1,790.54
Coco, Gloria	Deputy Tax A/C	10.33	1,790.54
Crawford, Debbie	Deputy Tax A/C	10.33	1,790.54
Jones, Thelma	Seasonal Tax A/C Help	9.56	
Hightower, Fred	Maintenance Superintendent	*****	1,966.42
Ware, Lula	Housekeeper	8.02	1,390.14
	Seasonal Help-Building Maintenance	6.42	
PAGE 1 OF 4			

## COUNTY OF PANOLA

## 2005 SALARY EXPENSE ALLOWANCE SCHEDULE

Ellett, Jack	Sheriff	-----	3,097 50
Jeter, David	Chief Deputy	-----	2,988 84
McMillen, Byron	Captain	-----	2,818 34
*Mims, Lanny Joe	Criminal Investigator - Lieutenant	14 85	2,574 00
*Gray, David	Criminal Investigator - Sergeant	14 59	2,528 94
*Edgmon, Kenneth	S.W.E.A.T. Coordinator - Deputy	14 45	2,504 67
*Almeida, Gregg	Patrol Lieutenant	14 85	2,574 00
*Edgmon, Keith	Patrol Sergeant - Sheriff	14 59	2,528 94
*Pope, Linda	Patrol Sergeant - Sheriff	14 59	2,528 94
*Scarborough, Jeff	Patrol Sergeant - Sheriff	14 59	2,528 94
*Endsley, Ronald	Patrol Deputy - Sheriff	14 33	2,483 87
*Endsley, Stephen	Patrol Deputy - Sheriff	14 33	2,483 87
*Ivy, Jeffery	Patrol Deputy - Sheriff	14 33	2,483 87
*Odom, Brady	Patrol Deputy - Sheriff	14 33	2,483 87
*Smith, Daniel A.	Patrol Deputy - Sheriff	14 33	2,483 87
*Jones, Adam	Patrol Deputy - Sheriff	14 33	2,483 87
*Fields, Sarah	Juvenile Investigator - Sergeant	14 59	2,528 94
Chandler, Heather	Secretary - Sheriff	10 33	1,790 54
Marshall, Angela	Secretary/Administration Super.	10 33	1,790 54
Smith, Catherine	Secretary - Sheriff	10 33	1,790 54
Barlow, Donald	Narcotics Task Force Asst. Comm.	-----	3,533 34
Hearnsberger, John	Narcotics Task Force Invest	17 23	2,986 54
*Jones, Sherry	Jail Administrator - Sergeant	14 33	2,483 87
*Edgmon, Devon	Communications Supervisor - Sergeant	12 16	2,107 74
*Burchette, Kiesha	Communication Detention Off Deputy	10 97	1,901 47
*Elliott, Jolene	Communication Detention Off	10 97	1,901 47
*Gray, Kimberly D.	Communication Detention Off Deputy	10 97	1,901 47
*Hardy, Christy	Communication Detention Off	10 97	1,901 47
*Poindexter, Melissa	Communication Detention Off	10 97	1,901 47
*Porter, Shelbye	Communication Detention Off Deputy	10 97	1,901 47
*Slagle, Alma K.	Communication Detention Off Deputy	10 97	1,901 47
*Smith, Sue	Communication Detention Off	10 97	1,901 47
	Seasonal Communication Det. Off.	10 11	
*Anderson, Richard	Sr. Detention Deputy Officer	11 50	1,993 34
*Adams, Codey	Detention Deputy Officer	10 97	1,901 47
*Garza, Jr., Alberto	Detention Deputy Officer	10 97	1,901 47
*Mims, Dustin C.	Detention Deputy Officer	10 97	1,901 47
*Porter, Jonathan P	Detention Officer	10 97	1,901 47
*Shrell, Brant	Detention Deputy Officer	10 97	1,901 47
	Seas Detention Off	10 11	
Knight, Mary Lee	911 Rural Addressing Coord.	12 29	2,130 27
Jones, Travis L.	911 Rural Addressing Coord.	12 29	2,130 27
Ellett, Sharon	D P S Secretary	10 33	1,790 54
Lake, Kevin	Constable Pct 1 & 4	-----	2,954 92
Norton, Mitch	Constable Pct 2 & 3	-----	2,954 92
Adams, Leah	Library Director	-----	2,541 50
Rabon, Tiffany	Library Technical Services Coordinator	9 62	1,667 47
Godwin, Debra	Library Circulation Coordinator	8 73	1,513 20
Blackwell, Brenda	Library Cataloging Coordinator	9 02	1,563 47
Hazlewood, Mary	Childrens Librarian	8 48	1,469 87
Berry, Deanie	Reference Librarian	8 62	1,494 14
Peters, Maudeen	Temp or Extra Help Librarian Clerk Seasonal	5 61	
Shifflet, Sharron K	Temp or Extra Help Librarian Clerk Seasonal	5 61	
McKinney, Douglas	Ag Extension Agent	-----	942 50
McKinney, Douglas	Expense Allowance	-----	600 00
Caldwell, Margaret	H D. Extension Agent	-----	942 50
Caldwell, Margaret	Expense Allowance	-----	200 00
Easley, Connie	Extension Office Secretary	10 33	1,790 54
* In addition to monthly rate, these Sheriff Department and Jail employees receive double time for county holidays.			
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## VOL.

**PAGE 3 OF 4**

COUNTY OF PANOLA  
2005 SALARY EXPENSE ALLOWANCE SCHEDULE

NOTES TO THE SALARY SCHEDULE		
<p>Any positions which reflect hourly rates and salaries in excess of General Fund budgeted amounts are funded partially or entirely from special revenues available by state law for particular offices.</p> <p>This includes employees in the District Attorney, Tax Assessor / Collector, County Clerk, and District Clerk Offices and the Bailiff &amp; Security Officer. The District Attorney's Office has State Funds, Forfeiture Funds &amp; Hot Check Fee Funds which can be used for the official statutory purposes of the office.</p> <p>At the discretion of the Tax Assessor / Collector the interest off of vehicle inventory taxes may be used to supplement employees salaries who administer the pre-payment of vehicle inventory taxes. The office of County Clerk has Records Preservation Funds which are budgeted by the Commissioners Court for the seasonal County Clerk position. These Record Preservation Funds may be used only in the County Clerks office in accordance with applicable statutes. The seasonal position in the District Clerks office is budgeted from the Records Management Fund by the Commissioners Court. These Records Management Funds can be used in various county offices in accordance with applicable statutes.</p> <p>Courthouse Security funds are used to partially fund the Baliff and Security Officer. The District Attorney's Office Forfeiture Funds can be budgeted by the District Attorney with only certain salary increases requiring approval by the Commissioners Court in accordance with applicable statutes. Any salary increases paid out of the State Forfeiture Funds are considered to be approved by the Commissioners Court by approval of this salary schedule.</p>		
<p>Some of the hourly rates and salaries reflect amounts which are below the budgeted amounts. As a part of this salary schedule approval, it is understood that any elected official or department head can raise the salary levels to the total maximum budgeted amount for that line item. This can be done by submitting a request to Commissioners Court to record the increase in the minutes of the Court. No Salaries from the General Fund, Records Preservation Fund, Records Management Fund, Courthouse Security Fund, Road &amp; Bridge Fund and/or Fm &amp; Lateral Fund can exceed the original budgeted salary or wages lines unless the Commissioners Court grants such increase by budget amendment. As described earlier, some special revenue funds are available for additional salaries &amp; wages in accordance with State statutes.</p>		
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314 W WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

December 20, 2004

Panola County Commissioner's Court  
Panola County Courthouse  
Carthage, Texas

Dear Sirs:

Please record the following personnel changes:

Charlie Blue appointed Reserve Deputy, effective 12/20/04.

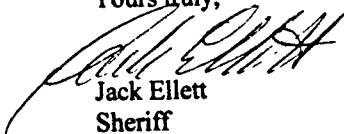
Katti Bird appointed Reserve Deputy, effective 1/01/05

Cory Mims from Detention Officer to Detention Deputy, effective 1/01/2005.  
No change in pay rate.

Alberto Garza from Detention Officer to Detention Deputy, effective 1/01/2005.  
No change in pay rate.

Codey Adams from Detention Officer to Detention Deputy, effective 1/01/2005  
No change in pay rate.

Yours truly,

  
Jack Ellett  
Sheriff

HONESTY - INTEGRITY - DEDICATION

Donation

Date 12-21-04

The undersigned has secured a contribution from Devon LLP to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 6,510.00 and/or material of the following type and amount \_\_\_\_\_

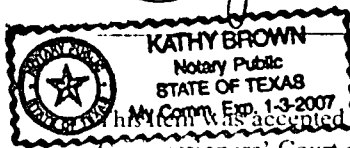
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 108, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employee of Panola County. I further certify that this donation was given freely and voluntarily.

Ronnie La Grone Commissioner, Precinct# 1

Sworn and subscribed to this 21 day of Dec., 2004

Kathy Brown, Notary Public, State of Texas, My commission expires 01-03-2007



(Panola County Commissioners' Court use only)  
his item was accepted/disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 21<sup>th</sup> day of December, 2004.  
County Judge Ronnie La Grone  
Ronnie La Grone, County Judge Pro Tem



DATE 12/08/04  
DEVON LOUISIANA CORPORATION 20 N. BROADWAY  
OKLAHOMA CITY, OK 73102-8260 PH: 405-228-4800

548151 NO. 0006129438

YOUR REFERENCE	OUR REFERENCE		NET AMOUNT
CKREQ120804/6510.00	04/12/309176	REPAIR TO CR 108	6510.00
TOTAL AMOUNT			6510.00

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

devon

DEVON LOUISIANA CORPORATION  
20 N. BROADWAY  
OKLAHOMA CITY, OK 73102-8260

Bank of America  
Bank of America Customer Connection  
Bank of America, N.A.  
Atlanta, Dekalb County, Georgia

64-1278  
611 12/08/04

VENDOR NO. 548151 NO. 0006129438

Original Payee: PANOLA COUNTY TREASURER

PAY ONLY \$6,510.00

PAY THIS AMOUNT  
\*\*\*\*\*\$6,510.00

PAY  
TO THE  
ORDER  
OF

PANOLA COUNTY TREASURER  
110 S SYCAMORE STREET, RM 212  
CARTHAGE TX 75633

VOID AFTER 90 DAYS

VOID OVER \$6,510.00

OFFICE A. A. S.  
AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

0006129438 061112788 329 911 1163

54U151

devon

DEVON LOUISIANA CORPORATION  
20 N. BROADWAY  
OKLAHOMA CITY, OK 73102-8260

PANOLA COUNTY TREASURER  
110 S SYCAMORE STREET, RM 212  
CARTHAGE TX 75633

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:

CITY OF GARY NATURAL GAS SYSTEM  
(COMPANY NAME)

Proposes to place a

2" Polyethylene gas  
(PIPE SIZE)

Line within the Right-of-Way

of County Road: 114 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 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 14 day of  
December 2004.

FIRM: CITY OF GARY NATURAL GAS SYSTEM  
BY: RONNY YOUNG *R. Young*  
TITLE: GAS MANAGER  
ADDRESS: P.O. BOX 160  
GARY, TEXAS 75643  
PHONE: ( 903 ) 238-4928

## APPROVAL

December 27, 2004

TO: City of Gary Natural Gas System  
P. O. Box 160  
Gary, Texas 75643

RE: CR #114

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" polyethylene gas** 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: Ronnie LaGrone  
Ronnie LaGrone COUNTY JUDGE Pro Tem

COMMISSIONERS:

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



PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY  
STATE APPORTIONMENT FUNDS BUDGET  
FISCAL YEAR 2005

SOURCE OF REVENUES

State Apportionment Funds	33,630	
Total		33,630

EXPENDITURES

Criminal District Attorney Administrative Assistant	19,826	
Court Coordinator, Law Enforcement Forfeiture Specialist, Investigator Salary	13,804	
Total		33,630

I hereby approve the above described budget and ask the  
Commissioners Court to please record it at the next scheduled  
Commissioners Court Meeting.

  
Danny Buck Davidson

12/16/04  
Date

Panola County Criminal District Attorney  
State Longevity Pay Supplement Budget  
Fiscal Year 2005

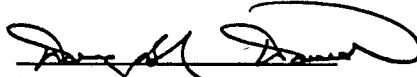
Source of Revenues

State	3,360	
Total		3,360

Expenditure

Criminal District Attorney		
Assistant Dist. Attorney	3,360	
Total		3,360

I hereby approve the above described budget and ask the  
Commissioners Court to please record it at the next scheduled  
Commissioners Court Meeting.

  
Danny Buck Davidson

12/16/04  
Date

PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY  
HOT CHECK FEE FUND BUDGET  
FISCAL YEAR 2005

SOURCE OF REVENUES

Cash Balance – Beginning of Year	18,240
Hot Check Fees	20,000
<b>TOTAL</b>	<b>38,240</b>

EXPENDITURES

Criminal District Attorney

Administrative Assistant	3,000
Secretaries	2,392
Social Security	3,243
Group Medical & Life Ins.	13,296
Retirement & Death Benefit	7,984
Workers Compensation	400
Unemployment	225
Professional Liability Insurance	6,000
Cellular Phone	1,200
Miscellaneous	<u>500</u>
<b>TOTAL</b>	<b>38,240</b>

I hereby approve the above described budget and ask the  
Commissioners Court to please record it at the next scheduled  
Commissioners Court Meeting.

  
DANNY BUCK DAVIDSON

12/16/04  
DATE



PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY  
STATE FORFEITURE FUND BUDGET  
FISCAL YEAR 2005

SOURCE OF REVENUES


Cash Balance Beginning of Year	22,425
<b>TOTAL</b>	<b>22,425</b>

EXPENDITURES

Criminal District Attorney

Administrative Assistant	4,381
Asst. District Attorney	4,675
Social Security	693
Group Medical Insurance	6,648
Retirement	1,853
Workers Compensation	346
Unemployment	220
Office Supplies & Repairs	1,500
Advertising & Publications	500
Cellular Phone	1,200
Miscellaneous	<u>409</u>
<b>TOTAL</b>	<b>22,425</b>

I hereby approve the above describe budget and ask the  
Commissioners Court to please record it at the next scheduled  
Commissioners Court Meeting.



12/16/04

**HOT CHECK FEE FUND  
BUDGET AMENDMENT  
FISCAL YEAR 2004**

**SOURCE OF REVENUES:**

<b>CASH BALANCE</b>	<b><u>\$ 500.00</u></b>
<b>TOTAL REVENUES</b>	<b>\$ 500.00</b>

**EXPENDITURES:**

<b>OFFICE SUPPLIES</b>	<b><u>\$ 500.00</u></b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 500.00</b>

I hereby approve the above-described budget amendment and ask the Commissioners Court to please record it at the next scheduled Commissioners Court Meeting.

  
DANNY BUCK DAVIDSON

12/21/04  
DATE

**DISTRICT ATTORNEY FORFEITURE FUND**  
**BUDGET AMENDMENT**  
**FISCAL YEAR 2004**


**SOURCE OF REVENUES:**

CASH BALANCE	<u>\$ 965.00</u>
TOTAL REVENUES	\$ 965.00

**EXPENDITURES:**

PREVENTION	\$ 800.00
MISCELLANEOUS	<u>165.00</u>
	\$ 965.00
TOTAL EXPENDITURES	\$ 965.00

I hereby approve the above-described budget amendment and ask the Commissioners Court to please record it at the next scheduled Commissioners Court Meeting.

  
DANNY BUCK DAVIDSON

12/21/04  
DATE

PANOLA COUNTY  
2004  
BUDGET AMENDMENT #8

We hereby amend the Panola County Budget for the Fiscal Year 2004 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2004 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 2004 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2004.

Signed on this 27th day of December, 2004.

Ronnie Labrone  
County Judge Pro Tem Ronnie Labrone

County Judge David Anderson  
Absent

Ronnie Labrone  
Commissioner Precinct # 1

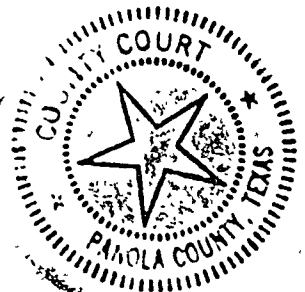
Hermont E. Reed Jr.  
Commissioner Precinct # 3

D.M. [Signature]  
Commissioner Precinct # 2

Absent  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 27th day of December, 2004 as the same appears on file in the office of the County Clerk of Panola County.

Marky Danna  
County Clerk



**PANOLA COUNTY**  
**2004**  
**BUDGET AMENDMENT #8**

**GENERAL FUND**

**Additional Revenues:**

Cash Balance - Beginning of Year

5,000

Total

5,000

**Additional & Revised Expenditures:**

District Clerk

Office Supplies, Postage, Repairs

(900)

Equipment

900

Total

0

District Attorney

Office Supplies, Postage, Repairs

4,200

Witness Expense

(2,600)

Equipment

(1,600)

Total

0

Health & Paupers Care

Autopsies and Inquests

5,000

Total

5,000

**GRAND TOTAL GENERAL FUND**

5,000

VOL.

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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-27-04

Ronnie Labrone

David L. Anderson  
County Judge Pro Tem

NAME:

Mickey Dorman

POSITION:

County Clerk

DEPARTMENT:

County Clerk

DATE:

Dec. 10, 2004

CONFERENCE:

Co &amp; Dist Clerks Continuing Ed Seminar

LOCATION:

College Station TX

DATES:

Jan 10, 2005 to Jan 13, 2005

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

Does the conference meet your educational requirements for the year? noIf not, how much of your requirements will be met by this conference? 20

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

None for 2005

How many days have you been away from your job this year for conferences, not counting this conference? none for 2005Do 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 get most of my required hours for 2005 out of the way and give a lot of help keeping up with changes clerks need to keep up to date on.

VOL. 48 PAGE 207  
PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
12-27-04

Ronnie Laborone

*David L. Anderson*  
David L. Anderson  
County Judge Pro Tem

NAME: Mickey Dorman  
POSITION: County Clerk  
DEPARTMENT: County Clerk  
DATE: 12-15-04

CONFERENCE: UT Law School Conference  
LOCATION: Austin TX  
DATES: April 26 2005 to April 29 2005  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your educational requirements for the year? yes  
If not, how much of your requirements will be met by this conference? \_\_\_\_\_

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

I'll get 15-17 hrs in College Station in January.

How many days have you been away from your job this year for conferences, not counting this conference? none

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 is one of the best to keep up to legislative changes and problems that clerks are touched by

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-27-04

Ronnie LaBrosse

David L. Anderson,  
County Judge Pro Tem

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

December 16, 2004

CONFERENCE:

CTAT-Region 10-Semi-annual Meeting

LOCATION:

Lufkin, Texas (tentatively)

DATES:

February 2005 to  
(date not confirmed)

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1

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?

None, this year.

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 a networking session of seventeen  
treasurers.



**ACTION**

**ITEMS**

Panola County  
22 Dec 2004  
THE SOFTWARE GROUP, INC.

## ACCOUNTS PAYABLE SYSTEM

02:00:20pm

Open Invoices thru 12/27/04

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3438-A T & T WIRELESS COA	\$163.43			\$0.00			\$ 163.43
* Due 3587-A T & T WIRELESS CONST.	\$45.52			\$0.00			\$ 45.52
* Due 2615-ALAN SMITH	\$18.49			\$0.00			\$ 18.49
* Due 49-BEN E. KEITH	\$6613.47			\$0.00			\$ 6613.47
* Due 410-BOARD OF TAX PROFESSIONAL	\$50.00	\$		\$0.00			\$ 50.00
* Due 3793-CESAR GARAY	\$30.00			\$0.00			\$ 30.00
* Due 128-CHEVRON USA, INC.	\$42.38			\$0.00			\$ 42.38
* Due 1932-CHIEF SUPPLY INC	\$343.80			\$0.00			\$ 343.80
* Due 3503-CLASSEN-BUCK SEMINARS IN	\$205.00			\$0.00			\$ 205.00
* Due 3021-CONSECO HEALTH INSURANC	\$1405.80			\$0.00			\$ 1405.80
* Due 28-CRAIG MILAN ELECTRIC	\$220.00			\$0.00			\$ 220.00
* Due 3545-CTAT CONFERENCE	\$100.00			\$0.00			\$ 100.00
* Due 775-DAVID BROOKS	\$100.00			\$0.00			\$ 100.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 12/27/04

22 Dec 2004

PAGE 2

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3536-DC TEXAS	\$19.95			\$0.00			\$ 19.95
* Due 3240-DEBBIE'S BEST WATER STORE	\$84.00			\$0.00			\$ 84.00
* Due 1326-DECATUR ELECTRONICS, INC	\$58.35			\$0.00			\$ 58.35
* Due 3660-DISH NETWORK	\$57.98			\$0.00			\$ 57.98
* Due 3790-E.C.S	\$62.90			\$0.00			\$ 62.90
* Due 2066-ETMC CARTHAGE	\$1210.33			\$0.00			\$ 1210.33
* Due 320-GALL'S INC	\$245.60			\$0.00			\$ 245.60
* Due 1733-GEORGETOWN PRESS	\$33.50			\$0.00			\$ 33.50
* Due 87-GOVERNMENT RECORDS SERVICE	\$7147.64			\$0.00			\$ 7147.64
* Due 3210-INDIGENT HEALTHCARE SOLU	\$945.00			\$0.00			\$ 945.00
* Due 930-J & L GEO SYSTEMS	\$125.00			\$0.00			\$ 125.00
* Due 3633-JIN YOUNG	\$145.88			\$0.00			\$ 145.88
* Due 906-JOE NINS	\$75.16			\$0.00			\$ 75.16

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 12/27/04

22 Dec 2004

PAGE 3

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

* Due 516-KAREN S. CLARK CSR	\$2486.50		\$0.00		\$ 2486.50
* Due 5-KEN TURNER PHARMACY	\$2160.22		\$0.00		\$ 2160.22
* Due 188-LEGAL DIRECTORIES	\$76.50		\$0.00		\$ 76.50
* Due 3111-LEXISNEXIS MATTHEW BENDE	\$122.60		\$0.00		\$ 122.60
* Due 2584-LIPSEY FAMILY FUNERAL HO	\$775.00		\$0.00		\$ 775.00
* Due 451-LORA J. TAYLOR	\$139.10		\$0.00		\$ 139.10
* Due 3708-NASON'S PLACE	\$24.95		\$0.00		\$ 24.95
* Due 3437-MOBILE VISION	\$2939.00		\$0.00		\$ 2939.00
* Due 3202-OLNSTED-KIRK PAPER CONPA	\$271.10		\$0.00		\$ 271.10
* Due 3269-PATRICE SAVAGE	\$350.00		\$0.00		\$ 350.00
* Due 677-PAYROLL TAXES & BENEFIT	\$633964.15		\$0.00		\$ 633964.15
* Due 47-PINEYWOODS BUSINESS FORMS	\$1180.97		\$0.00		\$ 1180.97
* Due 373-PROSIGNS	\$65.00		\$0.00		\$ 65.00
* Due 3475-R. COLLIN UNDERWOOD	\$2150.00		\$0.00		\$ 2150.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 12/27/04

22 Dec 2004

PAGE 4

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

* Due 160-SABINE VALLEY CENTER	\$6050.00		\$0.00		\$ 6050.00
* Due 463-SANDRA KING	\$414.00		\$0.00		\$ 414.00
* Due 189-SBC	\$84.43		\$0.00		\$ 84.43
* Due 3772-SBC (INTERNET)	\$310.12		\$0.00		\$ 310.12
* Due 3658-SBC - LONG DISTANCE	\$159.99		\$0.00		\$ 159.99
* Due 2823-SBC SOUTHWESTERN BELL T	\$3756.19		\$0.00		\$ 3756.19
* Due 1690-SHREVEPORT COMMUNICATION	\$68.00	I	\$0.00		\$ 68.00
* Due 2959-SUZZANE W. BLAKE NO	\$290.00		\$0.00		\$ 290.00
* Due 669-TAX ASSESSOR-COLLECTORS AS	\$85.00	N T	\$0.00		\$ 85.00
* Due 3551-TOCAA	\$75.00		\$0.00		\$ 75.00
* Due 2960-TERRY W. BLAKE PA-C	\$315.00		\$0.00		\$ 315.00
* Due 130-TEXACO/SHELL	\$24.74		\$0.00		\$ 24.74
* Due 3628-TEXAS JUDICIAL ACADEMY	\$200.00		\$0.00		\$ 200.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 12/27/04

22 Dec 2004

PAGE 5

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

* Due 3082-TEXAS PARKS & WILDLIFE	\$578.00		\$0.00		\$ 578.00
* Due 3796-THE GUN DOCTOR	\$187.94		\$0.00		\$ 187.94
* Due 161-THE SOFTWARE GROUP	\$27151.00		\$0.00		\$ 27151.00
* Due 2937-TIFCO INDUSTRIES	\$289.97		\$0.00		\$ 289.97
* Due 668-TON H. JONES, DDS	\$160.00		\$0.00		\$ 160.00
* Due 91-VIKING OFFICE PRODUCTS	\$80.63		\$0.00		\$ 80.63
* Due 3428-WALMART CONN PCCPS	\$156.58		\$0.00		\$ 156.58
* Due 2533-WEST GROUP	\$3765.48		\$0.00		\$ 3765.48
* Due 149-WHOLESALE SUPPLY INC	\$90.00		\$0.00		\$ 90.00
* Due 64-XEROX CORPORATION	\$448.07		\$0.00		\$ 448.07
Totals	\$718914.41		\$0.00		\$ 718914.41

126 records listed.

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TXU

## Fax Cover

TXU  
Don N. Montgomery  
107 East Main, Henderson, Texas 75652  
Phone 903/657-8689  
Fax 903/657-8718

Date: 12/17/04To: Lee AnnFax: 903/693-2726From: Don MontgomeryPhone: 903/657-8689

CC: \_\_\_\_\_

Fax: \_\_\_\_\_

Re Agenda/CR 260 PetitionNumber of pages (include cover page) 7

VOL. 48 PAGE 216

**PETITION TO PERMANENTLY ABANDON, CLOSE AND DISCONTINUE PANOLA  
COUNTY ROAD NO. 260**

**TO THE HONORABLE COMMISSIONERS COURT, PANOLA COUNTY, TEXAS:**

TXU MINING COMPANY, LP, landowner in Precinct No. 2, Panola County, Texas, pursuant to Section 251.052 of the Texas Transportation Code, hereby petitions the Commissioners Court of Panola County, Texas, to permanently abandon and discontinue the existing Panola County Road and No. 260, hereinafter more particularly identified as the County Road to be permanently abandoned, and in support thereof, presents to the Court the following facts: That Panola County Road No. 260 to be permanently discontinued and abandoned is as shown on Exhibit "A" attached hereto, and more particularly described as beginning at the intersection of State Highway 149 and extending south or southwesterly to its present termination point being the south east corner of a tract of land containing 8.9474 acres, more or less, being the same land described in a deed from Aaron Guy Selman to Chalia Anelle Lovato, dated May 7, 1992, recorded in Volume 895, Page 237, of the deed records, Panola County, Texas, said tract of land is also identified as TXU MINING COMPANY LP tract number 928A, which such section of road lies entirely in the Wesley Goodwin Survey, A-221.

The descriptions of Panola County Road No. 260 to be permanently discontinued and abandoned are as shown on the attached Exhibit "A". The attached Exhibit "A" shows the beginning and termination points of Panola County Road No. 260 to be permanently discontinued and abandoned.

---



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## II.

The permanent discontinuing and abandonment of Panola County Road No. 260, as shown on the attached Exhibit "A", will permit and facilitate the recovery of coal and lignite by TXU MINING COMPANY LP, who is conducting surface mining operations in the area.

## III.

TXU Mining Company, LP, and/or its Trustees own the land on both sides of Panola County Road No. 260 to be permanently abandoned, as shown and referred to herein on the attached Exhibit "A".

## IV.

In accordance with Section 251.052, Texas Transportation Code, Petitioners have given notice of its intent to apply to the Commissioners Court for an Order to permanently abandon and discontinue Panola County Road No. 260 as herein described and referred to, and that such notice was made by written advertisement of its intent, posted at the Courthouse Door of Panola County, Texas and at two (2) other places in the vicinity of the County Road affected, for more than twenty (20) days, a copy of such Notice and written advertisement being attached hereto.

## REQUEST FOR RELIEF

Accordingly, Petitioners respectfully request the Commissioners Court of Panola County, Texas, to enter an order permanently discontinuing and abandoning Panola County Road No. 260 as described and referred to herein.

Dated this 7th day of December, 2004.

TXU MINING COMPANY, LP

By: Kevin Kent

Kevin Kent

Land Manager

Martin Lake Mines

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Petitioners as follow are legal residents of Precinct 2, Panola County, Texas.

Jimmie Dale Dunn 418 CR 246  
Beckville, Texas, 75631

Teresa Dunn 418 CR 246  
Beckville, Texas, 75631

Doug Young 934 CR 235  
Beckville, Texas, 75631

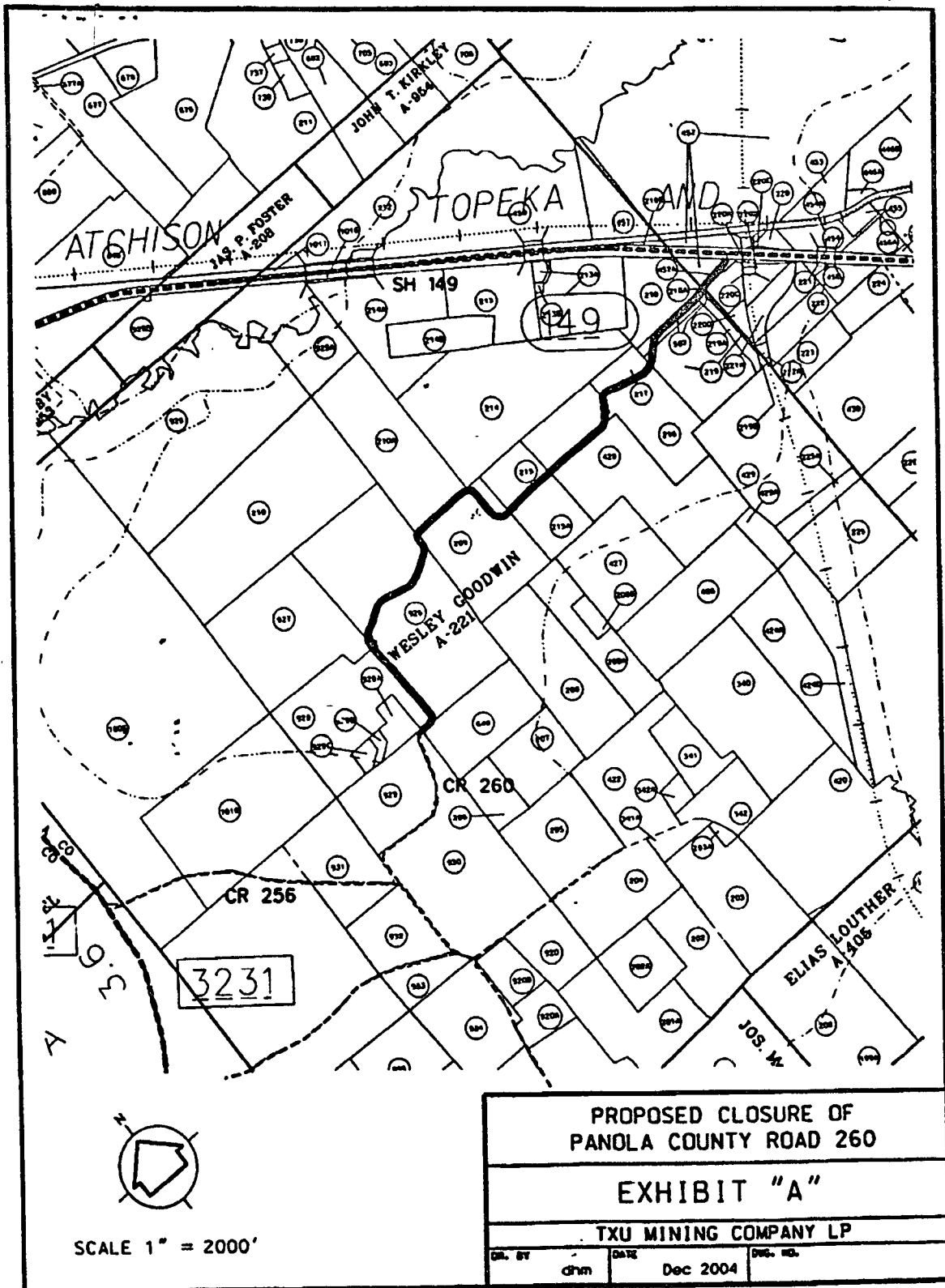
Jill Young 934 CR 235  
Beckville, Texas, 75631

Erwin J. LeJeune 982 CR 235  
Beckville, Texas 75631

Linda LeJeune 982 CR 235  
Beckville, Texas, 75631

James Nelson 147 CR 235  
Beckville, Texas, 75631

Judy Nelson 147 CR 235  
Beckville, Texas, 75631



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**TO WHOM IT MAY CONCERN:****NOTICE OF INTENTION TO PERMANENTLY ABANDON, CLOSE AND DISCONTINUE  
COUNTY ROAD NO. 260 LOCATED IN PRECINCT NO. 2, PANOLA COUNTY, TEXAS**

Notice is hereby given that after the expiration of twenty days from the date hereof and the posting hereof, TXU MINING COMPANY LP, owner of all the property adjoining all of County Road 260, present to the Commissioners Court of Panola County, Texas, a Petition to permanently abandon, close and discontinue Panola County Road No. 260 located in Precinct No. 2, Panola County, Texas, all as set forth in the attached copy of the Petition to permanently discontinue and abandon Panola County Road No. 260 more particularly identified on the Exhibit "A" attached to the Petition.

This notice is given pursuant to the provisions of Section 251.052, Texas Transportation Code, of which the Public will take due notice.

Signed this 17th day of December, 2004.

**TXU MINING COMPANY LP**By: Kevin Kent

Kevin Kent

Land Manager

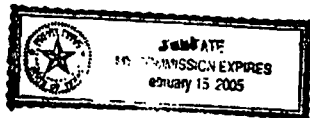
Martin Lake Mines

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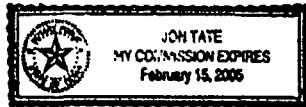
I, Kevin Kent, Agent of TXU MINING COMPANY LP, under oath, do hereby verify that the foregoing Notice and attached Petition to Permanently Abandon, Close and Discontinue Panola County Road No. 260, an existing road, was duly posted at the Panola County Courthouse in the City of Carthage Texas, and at two other places in the vicinity of the affected Panola County Road No. 260 to be permanently abandoned, closed and discontinued, this the 7th day of December, 2004.

By: Kevin Kent  
Kevin Kent  
Land Manager  
Martin Lake Mines

SUBSCRIBED AND SWORN TO before me by the said, Kevin Kent on this the 7th day of December, 2004, to certify which witness my hand and seal of office.



Jon Tate - Jon Tate  
Notary Public, State of Texas



VOL. 48 PAGE 222  
**Panola County Airport**

1305 Hwy. 79 N  
Carthage, TX. 75633

December 16, 2004

Judge Anderson & Commissioners Court

To be considered in Commissioners Court on 12/27/04, I would like to submit for approval the following items to be included in the TX-DOT Aviation Divisions - Routine Airport Maintenance Program for 2005. Upon your approval, I will submit these items to the state for their approval. And with the states approval, 50% of all costs incurred will be reimbursed by the state. The dollar amounts are estimations for the purpose of including unforeseen costs incurred through the year, and are not the actual costs for these items at this time. Thank you for your consideration.

Joe Foster

  
Airport Manager

Panola County Airport  
1305 Hwy. 79N  
Carthage, TX. 75633

Ms. Megan Caffall  
Grant Manager  
TX-DOT Aviation Division  
125 E. 11<sup>th</sup> Street  
Austin, TX. 78701-2483

We are requesting to be included in the 2005 Repair And Maintenance Program considering the following items.

• NON-DIRECTIONAL BEACON INSPECTIONS: 2 Inspections @ \$450.00	TTL. 900.00
• FIELD EQUIPMENT: For mowing and maintaining runway, taxi-way & ramp areas. Tractor & mowing deck	TTL. 17,000.00
• HANGAR REPAIRS: Estimated misc. repairs.	TTL. 2500.00
• DRILLING DEEP WATER WELL: Estimated cost.	TTL. 6000.00
• LIGHTING: Misc. bulb purchases.	TTL. 500.00
• SECURITY SYSTEM UPDATES: Estimated cost.	TTL. 1500.00
• GROUND COMMUNICATIONS: Update Unicom system.	TTL. 1500.00
<b>GRAND TOTAL</b>	<b>\$29,900.00</b>
<b>STATE SHARE</b>	<b>\$14,950.00</b>
<b>COUNTY SHARE</b>	<b>\$14,950.00</b>

Thank you for your consideration,

Joe Foster - Airport Manager

## Sabine River Authority of Texas

## FY-2005 Community Assistance GRANT Program

## Application Form

Each entity must submit a completed Community Assistance Grant Application form to be considered for FY-2005 funding. The form must be postmarked or faxed (to meet deadline) no later than February 15, 2005. If faxed, the original must be sent by mail. Forms postmarked after the February 15, 2005 deadline will not be accepted

(Please type or print the requested information below)

## Entity Information

Name of Entity (County/City/District etc.) Panola County Airport

Address 1305 Hwy. 78 N.

County Panola

City State ZIP Code Carthage, TX. 75633

Contact Person Joe Foster

FAX No. 903-693-7894

Telephone No 903-693-7856

Email Address airport@dctexas.net

**Project Description** Provide a brief description of the Project. Refer to Grant Application Instructions for details. Additional sheets may be added if needed

We are needing to drill a deep water well to supply the airport complex.

Our shallow well is over 15 years old and the water is highly mineralized with odor.

This water is not fit for consumption, washing aircraft or cleaning equipment.

**Panola County Airport**

1305 Hwy 78 N  
Carthage, TX. 75633

December 16, 2004

December 16, 2004

Judge Anderson & Commissioners Court

To be considered in Commissioners Court on 12/27/04, I would like to submit for approval the permission to pursue a grant through Sabine River Authority of Texas for the matching funds to drill our deep water well.

Thank you for your consideration.

Joe Foster



Airport Manager



**Project Category** - costs could include feasibility studies, materials or construction costs for:

**Check one Category that best describes the purpose of the Project**

**A. Water Supply System** - Permitted capacity of a Water Supply System is being expanded or additional facilities are needed for growth.

**B. Wastewater Management** - Permitted capacity of a Wastewater Treatment System is being expanded or additional facilities are needed for more stringent limits.

**C. Water Conservation** - Promotes or improves water use efficiency.

**D. Water Quality** - Promotes or improves instream water quality.

XXXXXX

**Requested Amount:** (up to \$10,000)

\$3000.00

**Local Commitment:** (Amount of Local Funds)

\$

**In-Kind Services:** (Describe and value)

\$

**Other Sources of Funds:** (Describe)

\$3000.00

**TX-DOT AVIATION DIVISION** (see below)

**Total Project Costs:**

\$6000.00

**Links to Other State/Federal Loan or Grant Programs:** (Identify program and status of approval)  
TX-DOT AVIATION DIVISION - Routine Airport Maintenance Program Grant: 50/50 matching funds

**Approval Pending**

**Signature of Legally Authorized Public Official**

Printed Name and Title of Applicant's Authorized Representative

David L. Anderson / Panola County Judge

by: Ronnie La Grone, County Judge Pro Tem

Signature of Authorized Representative

Date

Ronnie La Grone

12-27-04

**Mail**

- 1) Completed application
- 2) Supporting documentation
- 3) Map of project area

**Sabine River Authority of Texas  
Community Assistance Program  
P. O. Box 579  
Orange, TX 77631**

**Address  
Ann G.  
Phone:  
Fax:  
Email:**

**PANOLA COUNTY AIRPORT  
SHARPE FIELD ADVISORY BOARD  
APPOINTMENTS**

We, the Commissioners' Court of Panola County, Texas meeting in Special Session this 27<sup>th</sup> day of December, 2004 do hereby appoint the following persons to two (2) year terms on the **PANOLA COUNTY AIRPORT - SHARPE FIELD ADVISORY BOARD**

**JOHN MORRIS**

**MARK THOMPSON**

Said appointments commence January 1, 2005 and end December 31, 2006.

**PASSED UNANIMOUSLY** this 27<sup>th</sup> day of December, 2004 in Open Court.

  
Ronnie LaGrone, County Judge Pro Tem

**PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
BOARD OF COMMISSIONERS  
APPOINTMENT**

We, the Commissioners Court of Panola County, Texas meeting in Special Session this 27<sup>th</sup> day of December, 2004 do hereby appoint the following persons to a two (2) year term on the **PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS:**

**C. DAVID FLEMING**

**LESLIE MANGHAM**

**CHRIS MAURITZEN**

These appointments commence January 1, 2005 and end December 31, 2006.

**PASSED UNANIMOUSLY** this 27<sup>th</sup> day of December, 2004 in open court.

  
\_\_\_\_\_  
Ronnie LaGrone, County Judge Pro Tem

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PAGE  
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VOL.

Purchaser: Panola County Courthouse  
110 Sycamore  
Carthage, TX 75633

Location: Panola County Courthouse  
110 Sycamore  
Carthage, TX

By: ThyssenKrupp Elevator  
100 E. Ferguson Street Suite 1103  
Tyler, TX 75702

### GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

#### Units To Be Maintained

Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of Stops
One (1)	Dover	Passenger Oil	FE2817	2
One (1)	Otis	Passenger Oil		2

ThyssenKrupp Elevator



**VIEW®**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor ThyssenKrupp's maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can 'VIEW' service tickets associated with a single elevator, for all the elevators at the location being serviced, or across an entire portfolio.

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**Preventative Maintenance Program**

- Examine your elevator equipment for optimum operation.
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance Tasks & Records logs provided with each controller.

**Full Coverage Parts Replacement**

- Relamp all signals as required (during regularly scheduled visits).
- Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

**Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

**Annual Safety Testing**

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins. We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

**Service Hours & Service Requests During Normal Working Hours**

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). We will respond to service requests during these hours at no extra charge. Service requests are defined as minor adjustments or emergency entrapments.

**After Hours Service Requests**

You will be responsible for all labor costs associated with service requests requiring a service technician outside of normal business hours. Such costs will be billed at standard overtime rates, and will include travel time, travel expenses, and time spent on the job.

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## ThyssenKrupp Elevator Gold Maintenance Agreement

**Price.** The price for the services as stated in this agreement shall be Two Hundred Sixty Seven and 50/100's dollars (\$267.50) per month, excluding taxes, payable quarterly in advance.

**Term.** This agreement is effective for five (5) years starting 01/1/05 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.

**Early Payment Discount.** If you pay in advance for twelve (12) months of service on the units covered in this agreement, you may take a 3% discount from the annual price.

**Annual Price Adjustments.** As the costs we incur for providing elevator service may increase, we will adjust the price of your service accordingly, annually, effective on the date a field labor increase is implemented. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

**Overdue Invoices.** A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service. Time is of the essence.

**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Company:

By: Colene Phillips  
(Signature of Authorized Individuals)

ThyssenKrupp Elevator Sales Rep

Colene Phillips

903-533-8844

12/3/04

Panola County Courthouse

By: Ronnie LaGrone  
(Signature of Authorized Individuals)

Ronnie LaGrone  
County Judge Pro Tem

(Printed or Typed Name)

12-27-04

(Date of Approval)

ThyssenKrupp Elevator Approval:

By: Colene Phillips  
(Signature of Authorized Individuals)

for COLENE PHILLIPS

(Printed or Typed Name)

12/28/04

(Date of Approval)

# ThyssenKrupp Elevator

## Gold Maintenance Agreement

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**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement, including that you agree if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from the negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

**Insurance.** You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

**Items not covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repainting, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

**Other conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

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**FIRE & SAFETY EQUIPMENT**

1087 CR 3031

CARTHAGE, TX 75633

903-693-8292

This is a contract for services rendered from Jan. 1, <sup>2005</sup>2004- Jan. 1, <sup>2006</sup>2005 from Fire & Safety Equipment for Panola County Courthouse, Carthage, TX 75633.

The following are prices for fire extinguisher services:

Annual recertification of extinguisher \$3.00 each

Recharges of fire extinguishers

2 1/2# ABC dry chemical extinguishers \$9.00 each

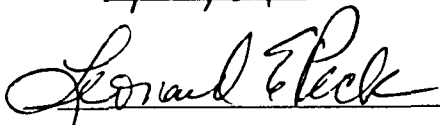
5# ABC dry chemical extinguishers \$10.85 each

Hydro-static test from 2 1/2# - 20 # \$16.00 each

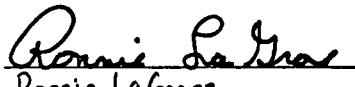
Work to be performed during normal business hours of Monday thru Friday 8 am to 5 pm.

This is a binding agreement between Fire & Safety Equipment and Panola County Courthouse.

Date: 12/15/04

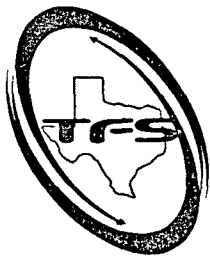


Leonard E. Peck



Ronnie LaGrone  
County Judge Pro Tem





**TEXAS FILTER SERVICE, INC.**

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**HVAC AIR FILTER SERVICE CONTRACT**  
**JANUARY 01, 2005 THROUGH DECEMBER 31, 2005**  
11/15/2004

TO: PANOLA COUNTY COURTHOUSE  
CARTHAGE, TEXAS

ATTENTION: FRED HIGHTOWER  
Maintenance Superintendent

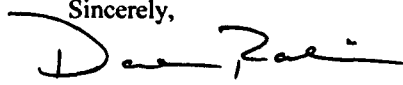
Texas Filter is seeking a contract renewal of the routine maintenance, for the HVAC air filter replacement in the Panola County Courthouse, Probation Annex, Detention Center, and Judicial Center, for the period commencing January 01, 2004 and ending December 31, 2005. Texas Filter would also like to extend to you the option of a three-year automatic renewal at the proposed price.

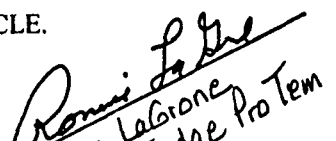
1. We will be responsible for all of the labor and materials to replace the HVAC filters in the above stated facilities.
2. The service personnel will check in before and after the service is performed.
3. The service personnel will have an authorized agent sign and date the invoice, and a copy will be provided for you.
4. Filter material used is a dual layered, high loft, commercial rated polyester media, along with the 4" pleated filter where applied.
5. Both parties will honor a thirty-day written notification of any changes, or cancellation.

**PRICE IS AS FOLLOWS:**

JAIL AND ANNEX = \$90.00 PER SERVICE = 4-WEEK SERVICE CYCLE.  
NEW FACILITY = \$175.00 PER SERVICE = 12-WEEK CYCLE.

Sincerely,

  
Dave Robinson

  
Ronnie LaGrone  
County Judge Pro Tem  
12-27-04

2147 DEERBROOK DRIVE • TYLER, TEXAS 75703 • (903) 581-0830 • 1-800-947-4660

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234 **Certificate of License**

Please sign and return one copy to KellPro. Keep one copy for your records.

This agreement licenses Panola Justices of Peace #1 & #2 to use KellPro Software and/or Imaging on the agreed upon number of workstations and view access stations as provided for below from 1/1/2005 to 12/31/2005, for consideration in the amount of \$3,400.00.

Qty	Description
1	Court System - Annual Site License
4	Court System - Annual Station License

**KellPro Software Licensing Agreement**

Use of this software system without a license is prohibited. The user may use the software system listed on this document only on the number and type of stations stated above. The user shall not copy, distribute, rent, lease, loan, or transfer this software system. The user's right to use this software system is not transferable. This software system shall not be decompiled, disassembled, or run through a reverse engineer. KellPro retains all rights to this software including but not limited to the source code. Neither KellPro nor its employees will be liable for any incidental or consequential economic damages including but not limited to loss of anticipated income, loss of profits, or loss of data caused by this software system or its components. KellPro offers no warranty on this software, either expressed or implied including but not limited to the implied warranties of merchantability and fitness-for-a-particular purpose. The renewal of this license is not guaranteed. This agreement represents the final and complete agreement between KellPro and the user. An official signature for the user indicates the user's agreement to the terms of the KellPro Software Licensing Agreement.

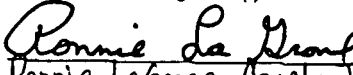
\*Please read reverse side for additional software license agreement conditions



President/Owner, KellPro, Inc  
Date: December 21, 2004

Corporate Secretary, KellPro, Inc  
Date: December 21, 2004

User's Authorized Signature(s).

 Date: 12-27-04  
Ronnie LaGrone, County Judge Pro Tem  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Coverage and Exclusions

KellPro's Software Licensing Agreement is designed to provide the KellPro customer with several benefits. As a currently licensed user of one or more of the KellPro software systems, the user receives free telephone technical support to resolve any problems with the KellPro software during normal KellPro business hours (8:00 A.M. - 5:00 P.M. CST). Free on-site support is available to licensed users who have functional and approved remote control access software and hardware if attempts to resolve a KellPro software problem have failed on-line and over the phone. Licensed users without approved remote control access software and hardware may receive on-site support on a pay-per-visit basis.

Additionally, the licensed user may download at no charge, any applicable KellPro software updates which may become available. If the licensed user does not have Internet access the user may request a mailed disk copy of the update for a cost to the user. KellPro will periodically release an upgraded version of the software to all licensed users. Additional upgrades to correct specific situations will be released on an as-needed or as-requested basis.

All licensed users become members of the applicable KellPro Software Users Group.\* Each member may submit enhancement requests to the user group to be prioritized and submitted to KellPro for future development. Users desiring enhancements not currently highly prioritized by the users group may submit them to KellPro for development at current development rates. Licensed users with Internet access are encouraged to subscribe to our newsgroup to make suggestions and comments about our products. \*Note: User Groups are not yet offered for every KellPro product or market group.

Finally, licensed users will be invited to attend regional training seminars as they are offered. Users may also request additional training on the KellPro software at current standard rates.

If the licensed user decides to replace a KellPro Software System with software from another vendor, KellPro will provide the licensed user's data in an industry standard format for the licensed user for the purpose of converting data into the third party software system at current standard rates.

KellPro's Software Licensing Agreement is not intended to cover software or operating systems written by other vendors or manufacturers. KellPro is not responsible for supporting non-KellPro software regardless of where it was purchased or who installed it.

KellPro's Software Licensing Agreement does not cover configuration or maintenance of the computer equipment or network on which the KellPro software is running. Support of the network and hardware should be covered by manufacturer's warranties, KellPro's Hardware Maintenance Agreement, or by a local vendor as appropriate. When requested, KellPro will maintain the network and hardware on a pay-per-visit basis.

Please return one copy of signed agreement to: KellPro, Inc., PO Box 447, Duncan, OK 73534

June 30, 2004

EAST TEXAS COUNCIL OF GOVERNMENTS  
NORTHEAST TEXAS BEAVER MANAGEMENT PROGRAM

**WHEREAS**, in Northeast Texas most large reservoirs, U.S. Army Corp of Engineers, and U.S. Soil Conservation lakes, and private lakes have been constructed to provide water supply and recreational opportunities for hundreds of thousands of residents and visitors; and

**WHEREAS**, beavers were released in Northeast Texas by the Texas Parks and Wildlife Department as late as 1973; and

**WHEREAS**, the abundant water development has given the beavers a significant increase in suitable habitat for breeding, particularly in the 35 county Northeast Texas region; and

**WHEREAS**, local government officials in Northeast Texas have witnessed a steady rise in public and private property damage to roads, bridges, culverts, stock tanks, and lakes since the beaver introduction; and

**WHEREAS**, between October 1, 2003 through September 30, 2004 over \$22 million dollars in beaver damage has been reported or verified in the 35 county Northeast Texas region, comprised of the nine counties in the Ark-Tex Council of Governments area, the twelve counties in the Deep East Texas Council of Governments area and the fourteen counties of the East Texas Council of Governments area; and

**WHEREAS**, the U.S. Department of Agriculture and Texas A&M University are the cooperating agencies in Texas for the Animal Damage Control Service, which has the responsibility to alleviate or mitigate damage to the public caused by various wildlife species; and

**WHEREAS**, the State funding to address the beaver problem for the fiscal year 2004-2005 biennium period is not sufficient to fully deal with the damage and destruction caused by beavers in Northeast Texas; and

**WHEREAS**, additional manpower and other financial resources are desperately needed to alleviate the magnitude of beaver destruction occurring in Northeast Texas;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners' Court of Panola County, Texas requests and encourages the Northeast Texas State Legislative Delegation to provide additional manpower and financial resources to the Animal Damage Control Program for the 2006-2007 biennium period for the expressed purpose of beaver management control in the 35 county Northeast Texas region. Specifically, it is requested that an additional amount totaling \$800,000 be allocated for each of the 2006-2007 biennium years over and above current funding levels; and

**BE IT FURTHER RESOLVED**, that the additional funding will greatly increase the ability for Animal Damage Control personnel to assist in the fight to minimize the damage and destruction caused by beavers in the Northeast Texas region.

**PASSED AND APPROVED** this 27<sup>th</sup> day of December, 2004 in Open Court.

*Ronnie LaGrone*

Ronnie LaGrone  
County Judge Pro Tem

*Ronnie LaGrone*

Honorable Ronnie LaGrone  
Commissioner, Precinct One

*Hermon E. Reed, Jr.*

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

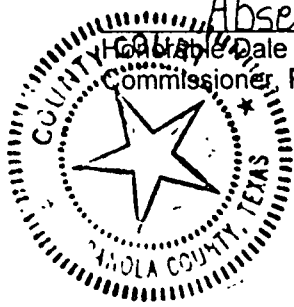
*Douglas M. Cotton*

Honorable Douglas M. Cotton  
Commissioner, Precinct Two

*Absent*  
*Dale LaGrone*  
Honorable Dale LaGrone  
Commissioner, Precinct Four

ATTEST:

*Mickey Dorman*  
Mickey Dorman, County Clerk



RECORDED \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

MICKEY DORMAN, COUNTY CLERK, P.C.T.

*Mickey Dorman*