

FILED FOR RECORD
IN MY OFFICE

AT 11:30 O'CLOCK A.M.

APR 7 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY *Chas. J. [Signature]* 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 11TH DAY OF APRIL, 2005, 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 employment of Cynthia Marie Davis as a Supervision Officer for the 123rd Judicial District Drug Court in Panola County effective April 4, 2005 at the rate of \$28,000.00 per year.
- b. To record the employment of Patty Orbaugh as a Seasonal Library Clerk with the Sammy Brown Library effective April 11, 2005 upon the successful completion of a drug screen and physical.

ROAD & BRIDGE

- a. To approve and record a request by Bill Burton to cross under Panola County Roads #103 and #117 with a 2 inch water line.
- b. To authorize the County Auditor to advertise for sealed bids for bits and holders for use by the Panola County Road and Bridge Department. Bids to be opened May 9, 2005 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- c. To approve and record a request by Jack L. Phillips Co. to cross under Panola County Road #160 with a 4" line.
- d. To accept and record a donation of approximately 40 yards of crushed concrete from Evers Construction Company for use by the Panola County Road and Bridge Department.
- e. To approve and record a request by Comstock Oil & Gas, L.P. to cross under Panola County Road #241 with a 4" line.
- f. To approve and record a request by Comstock Oil & Gas, L.P. to cross under Panola County Road #248 with a 4" line.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of March, 2005.
- b. To approve and record the Panola County Treasurer's Third Quarter Report for Fiscal Year 2004.
- c. To approve and record the Panola County Treasurer's Investment Report for the First Quarter of Fiscal Year 2005.
- d. To approve and record 2005 Budget Amendment No. 5.

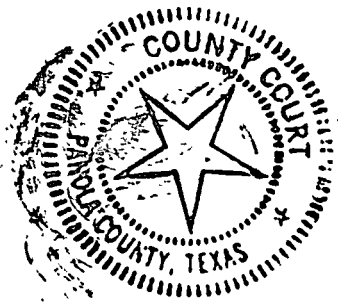
REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Voter Registrar Betty Atkerson; Panola County Deputy Voter Registrar Helen Lloyd; 123rd Judicial District Drug Court CSO Jeremy Konderla; 123rd Judicial District Drug Court Attorney Deck Jones; 123rd Judicial District Drug Court Attorney Corey Bankhead; and 123rd Judicial District Drug Court Team Judges Charles Mitchell and Guy Griffin, Troy Massey, LaRaye Bailey, Tony Brown, Cynthia Davis, Jeremy Konderla, Misty Kay, Tammy Mitchum, Lynda Russell, Harmie Smith, Danny Davidson, Ken Hill, and Kevin Jones; Panola County Constable, Precincts #2 & #3, Mitch Norton; Panola County Auditor Sidney Burns; Panola County Sheriff's Department Communications Officer Christy Hardy; and Panola County Sheriff's Department Detention Officer Richard Mojica.

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 and act upon approving Panola County Appraisal District's Resolution for the construction of an improvement.
7. To discuss and act upon approving Panola County Appraisal District's Budget Amendment to its 2005 budget.
8. To discuss and act upon an increase in salary to \$13.48 per hour for Denis Simonson, Panola County Road and Bridge Department Operator/Tire Repair, Precinct #5, effective April 11, 2005.
9. To authorize the County Judge to advertise for sealed bids for County Depository for funds of Panola County for two (2) years. Bids to be opened at 10:00 a.m. May 9, 2003 in the Commissioners' Courtroom. Specifications available in the offices of the County Auditor and the County Judge.
10. To discuss and act upon authorizing the County Judge to apply to the U. S. Department of Justice for the right to move Voting Box #4 (Allison Chapel Methodist Church - Fairplay) to Beckville United Methodist Church (Voting Box #3) in Panola County for all elections conducted by Panola County.
11. To discuss and act upon approving Purchase Agreements between The Software Group and Panola County for the Judicial Web Solution, Bench View Products, and a computer each for the 123rd Judicial District Court and County Court at Law.
12. To discuss and act upon approving a modified Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund.
13. To discuss and act upon appointing individuals to the Panola County Detention Center Expansion Committee.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 7TH DAY OF APRIL, 2005 AT 11:30 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Glasa 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 CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 7TH DAY OF APRIL, 2005 AT 11:30 O'CLOCK A.M.



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

AT 8:40 O'CLOCK A M

APR 8 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY Clara Jones DEPUTY

**SUPPLEMENTAL AGENDA
MEETING OF COMMISSIONERS' COURT
OF PANOLA COUNTY**

TO WHOM IT MAY CONCERN:

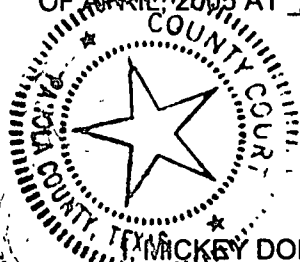
PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 11TH DAY OF APRIL, 2005, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:**REQUESTS FOR CONFERENCE ATTENDANCE**

- S1. 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 Emergency Management Shelter Officer James Young (2); and 123rd Judicial District Drug Court CSO Jeremy Konderla.

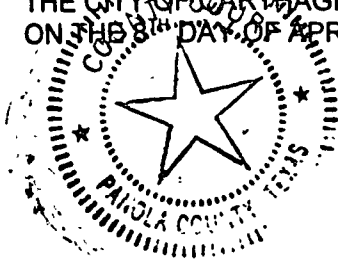
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8TH DAY OF APRIL, 2005 AT 8:40 O'CLOCK A.M.



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

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 8TH DAY OF APRIL, 2005 AT 8:40 O'CLOCK A.M.



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

AT 8:30 O'CLOCK 10 M.

MAY 10 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY Mickey Dorman DEPUTYThe State of Texas
County of Panola

On this the 11th day of April A.D. 2005, 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
Ronnie LaGrone
Douglas M. Cotton
Hermon E. Reed, Jr.
Dale LaGrone

County Judge
Commissioner, Precinct #1
Commissioner, Precinct #2
Commissioner, Precinct #3
Commissioner, Precinct #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:

Commissioner Cotton reminded members of the Court of two meetings coming up on Tuesday, April 12, 2005. There will be a meeting at 6:00 p.m. at the Exposition center regarding water rights. That same evening at 5:30 p.m. there will be a meeting with Texas Department of Transportation in the Commons Area of Carthage High School regarding the widening of Highway 149 as opposed to the previously proposed new route for the highway.

3. COUNTY JUDGE'S REPORT:

There was no report from Judge Anderson.

4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To record the employment of Cynthia Marie Davis as a Supervision Officer for the 123rd Judicial District Drug Court in Panola County effective April 4, 2005 at the rate of \$28,000.00 per year.
- ✓ b. To record the employment of Patty Orbaugh as a Seasonal Library Clerk with the Sammy Brown Library effective April 11, 2005 upon the successful completion of a drug screen and physical.

ROAD & BRIDGE

- ✓ a. To approve and record a request by Bill Burton to cross under Panola County Roads #103 and #117 with a 2 inch water line.

- b. To authorize the County Auditor to advertise for sealed bids for bits and holders for use by the Panola County Road and Bridge Department. Bids are to be opened May 9, 2005 at 9:00 a.m. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- c. To approve and record a request by Jack L. Phillips Co. to cross under Panola County Road #160 with a 4" line.
- d. To accept and record a donation of approximately 40 yards of crushed concrete from Evers Construction Company for use by the Panola County Road and Bridge Department.
- e. To approve and record a request by Comstock Oil & Gas, L.P. to cross under Panola County Road #241 with a 4" line.
- f. To approve and record a request by Comstock Oil & Gas, L.P. to cross under Panola County Road #248 with a 4" line.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of March, 2005.
- b. To approve and record the Panola County Treasurer's Third Quarter Report for Fiscal Year 2004.
- c. To approve and record the Panola County Treasurer's Investment Report for the First Quarter of Fiscal Year 2005.
- ✓ d. To approve and record 2005 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): Panola County Voter Registrar Betty Atkerson; Panola County Deputy Voter Registrar Helen Lloyd; 123rd Judicial District Drug Court CSO Jeremy Konderla; 123rd Judicial District Drug Court Attorney Deck Jones; 123rd Judicial District Drug Court Attorney Corey Bankhead; and 123rd Judicial District Drug Court Team Judges Charles Mitchell and Guy Griffin, Troy Massey, LaRaye Bailey, Tony Brown, Cynthia Davis, Jeremy Konderla, Misty Kay, Tammy Mitchum, Lynda Russell, Harmie Smith, Danny Davidson, Ken Hill, and Kevin Jones; Panola County Constable, Precincts #2 & #3, Mitch Norton; Panola County Auditor Sidney Burns; Panola County Sheriff's Department Communications Officer Christy Hardy; and Panola County Sheriff's Department Detention Officer Richard Mojica.
- ✓ S1. To approve and record a Request for Attendance at a Conference Form(s) for Panola County Emergency Management Shelter Officer James Young (2) and 123rd Judicial District Drug Court CSO Jeremy Konderla.

Commissioner Cotton requested that item e. under Road & Bridge be removed for consideration at a later date to give Comstock Oil & Gas, L.P. an opportunity to straighten the route of the road crossing and resubmit a new plan. At that time it will be placed on the agenda again.

Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to approve all the Consent Items except item e. under Road and Bridge including Supplemental Item 1. 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 Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
6. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to approve Panola County Appraisal District's Resolution for the construction of an improvement. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
7. After some discussion Commissioner Cotton moved and Commissioner Ronnie LaGrone seconded the motion to approve Panola County Appraisal District's Budget Amendment to its 2005 budget. The motion passed unanimously. SEE COPY OF AMENDMENT ATTACHED.
8. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to grant an increase to \$13.48 per hour in the salary of Denis Simonson, Panola County Road and Bridge Department Operator/Tire Repair, Precinct #5, effective April 11, 2005. The motion passed unanimously. SEE COPY OF REQUEST ATTACHED.
9. Commissioner Cotton moved and Commissioner Reed seconded the motion to authorize the County Judge to advertise for sealed bids for County Depository for funds of Panola County for two (2) years. The bids are to be opened at 10:00 a.m. on May 9, 2005 in the Commissioners' Courtroom. The specifications are available in the offices of the County Auditor and the County Judge in the Panola County Courthouse. The motion passed unanimously. SEE COPY OF ADVERTISEMENT ATTACHED.
10. After some discussion Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to authorize the County Judge to apply to the U. S. Department of Justice for the right to move Voting Box #4 (Allison Chapel Methodist Church - Fairplay) to Beckville United Methodist Church (Voting Box #3) in Panola County for all elections conducted by Panola County. This was necessary because the official board of the church withdrew permission for use of the building and another handicapped accessible location in the community could not be located. The motion passed unanimously.
11. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve the Purchase Agreements between The Software Group and Panola County for the Judicial Web Solution, BenchView Products, and a computer for the 123rd Judicial District Court and County Court at Law. The motion passed unanimously. SEE COPY OF AGREEMENTS ATTACHED.
12. After some discussion Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to approve a modified Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
13. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to appoint the following citizens to the Panola County Detention Center Expansion Committee: Mike Parker, Warren Biggs, Kenneth Pierce, Dr. Andrew Nutt, Richard Ballenger, Johnny Williams, Mrs. Dennis (Janet) Chamness, Mervyn Scott, Kelly Walker, Keith Knight, Gene Giles and Travis Wall. The motion passed unanimously. SEE COPY OF APPOINTMENTS ATTACHED.

The meeting was then adjourned.

Dated this the 11th day of April, 2005.

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

ATTEST:

Mickey Dorman
Mickey Dorman, County Clerk, Panola County, Texas



VOL.

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11 April 2005

9:00 am

Arthur P. Pennington

John W.

Mr. Merrill

Suzanne Radon

Bonita Phillip

CONSENT

ITEMS

VOL. 49 PAGE 150



CSCD

Community Supervision
& Corrections Department

Panola County CSCD

313 W. Panola St. • Carthage, Texas 75633
Tel: (903) 693-0351 • Fax: (903) 693-0312

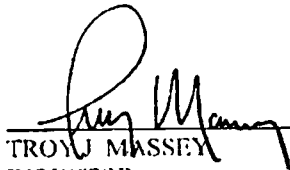
Troy J. Massey,
Director

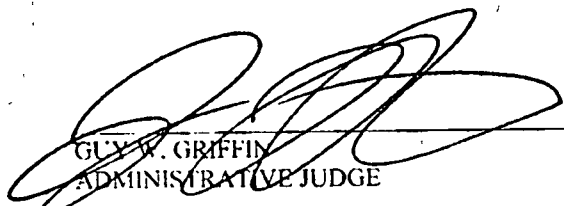
123rd Judicial District Adult Drug Court

WHEREAS, IN COMPLIANCE WITH ARTICLE 76.005, TEXAS GOVERNMENT CODE AND SECTION 16.333 OF THE COMMUNITY JUSTICE ASSISTANCE DIVISION AND THE LAWS WHICH GOVERN THE LLEBG RURAL DRUG COURT PROGRAM, I, DISTRICT JUDGE, GUY W. GRIFFIN, OF THE 123RD JUDICIAL DISTRICT, HEREBY APPROVE CYNTHIA MARIE DAVIS, AS A SUPERVISION OFFICER FOR THE 123RD JUDICIAL DISTRICT DRUG COURT IN PANOLA COUNTY, TEXAS.

THE SAID CYNTHIA MARIE DAVIS SHALL ASSUME THE DUTIES AS A SUPERVISION OFFICER ON THE 4TH DAY OF APRIL 2005, AT A SALARY RATE OF \$28,000.00 PER YEAR.

MS. DAVIS UNDERSTANDS THIS IS A LLEBG RURAL DRUG COURT INITIATIVE GRANT PROGRAM THAT EXPIRES AUGUST 31, 2005.


TROY J. MASSEY
DIRECTOR


GUY W. GRIFFIN
ADMINISTRATIVE JUDGE

Satellite Office: 114 Hurst St. • Center, Texas 75935
Tel: (936) 598-2718 • Fax: (936) 598-7257

Sammy Brown Library

522 W. College
Carthage, Texas 75633
Phone 903-693-6741
Fax 903-693-4503

April 4, 2005

Honorable Judge David L. Anderson
County Commissioners
Panola County Courthouse
Carthage, TX 75633

Dear Judge Anderson:

The Sammy Brown Library requests the Court to approve and record the hiring of **Patty Orbaugh** for the position of Seasonal Library Clerk. The position is a shared seasonal position that is currently shared with Maudeen Peters.

Patty will bring with her advanced computer skills and familiarity with the library after being a dedicated patron for many years. I feel that Patty will bring the needed skills to the position that will benefit the people of Panola County. Her employment will begin April 11, 2005 pending drug screen and physical.

Thank you for your continued support and encouragement.

Sincerely,



Leah Adams
Library Director

Lca/lca

cc: Sidney Burns
cc: Gloria Portman

**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:

Bill Burton (Individual) Proposes to place a
(COMPANY NAME)

2 in. Water line Line within the Right-of-Way
(PIPE SIZE)

of County Road: 103 and 117 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 80'.

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 31st day of
March 2005.

FIRM: Wills Construction Co.
BY: Ricky Wills
TITLE: Owner
ADDRESS: 301. Cotton St.
Carthage, Tx 75633
PHONE: (903) 693-8682

**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.

APPROVAL

April 11, 2005

TO: Bill Burton
c/o Mr. Ricky Wills
Wills Construction Co.
301 Cotton St.
Carthage, Texas 75633

RE: CR #103 and #117

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2 inch water** line as shown by accompanying drawings and notice except as noted below:

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

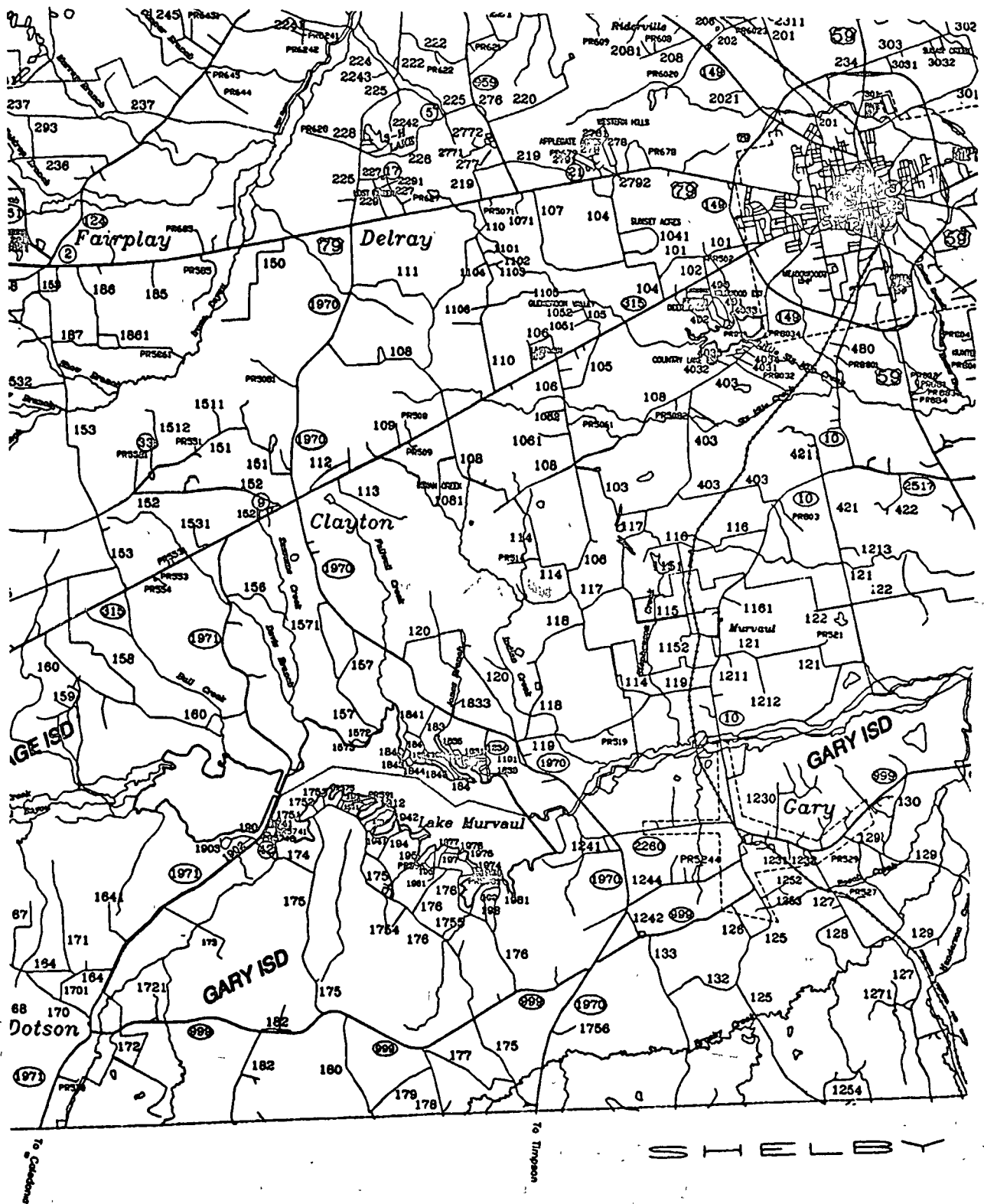
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved


COUNTY JUDGE

COMMISSIONERS:

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



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Jack L. Phillips Co.

PETROLEUM GEOLOGIST - OIL OPERATOR

P.O. BOX 1686

Gladewater, Texas 75647-1686

700 N. MAIN, SUITE B
FAX 903-845-8226

OFFICE 903-845-2144
RESIDENCE 903-845-2309

March 24, 2005

Panola County Commissioners
110 South Sycamore Street
Room 102-A
Carthage, TX 75633

Attn: Mr. Ronnie LaGrone

Re: Jack L. Phillips Co. Application for permission to cross under Hwy. 160 with 4"
Pipeline

Dear Sirs:

I am requesting permission to lay a 4" gas pipeline under Hwy. 160 at a point depicted on the map by the red line. The construction will be done in accordance with all rules and regulations of the Panola County Commissioners Court. Please advise if anything else is needed and if there is any fee necessary for the permit.

Thanking you in advance, I remain

Yours very truly,

JACK L. PHILLIPS CO.



Clay M. Abernathy
Production Manager

CMA:kdb

Enclosures

VOL. 49 PAGE 159

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINESTO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

JACK L. PHILLIPS CO.

Proposes to place a

(COMPANY NAME)

4"

Line within the Right-of-Way

(PIPE SIZE)

of County Road: 160

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 65'

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 10th day ofApril 2005.FIRM: JACK L. PHILLIPS CO.BY: Jack L. Phillips *Jack L. Phillips*TITLE: PresidentADDRESS: P. O. Box 1686Gladewater, TX 75647-1686PHONE: (903) 845-2144

APPROVAL

April 11, 2005

TO: Mr. Jack L. Phillips
Jack L. Phillips Co.
P. O. Box 1686
Gladewater, Texas 75647-1686

RE: CR #160

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" line as shown by accompanying drawings and notice except as noted below.

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

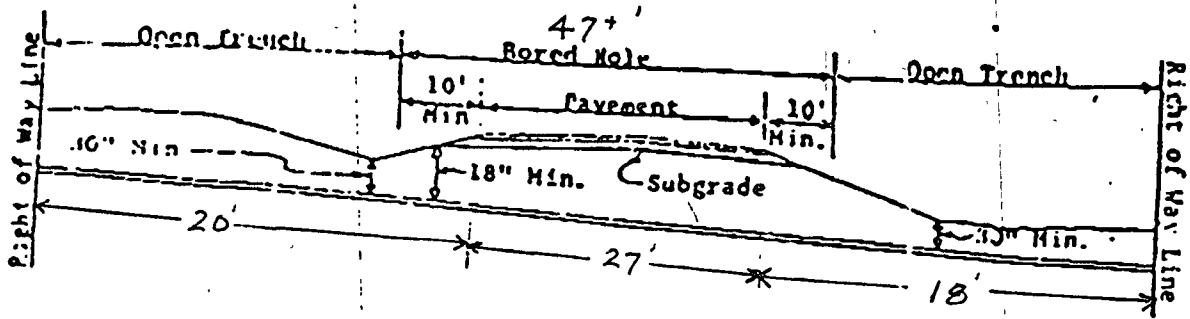
Approved: 

COUNTY JUDGE

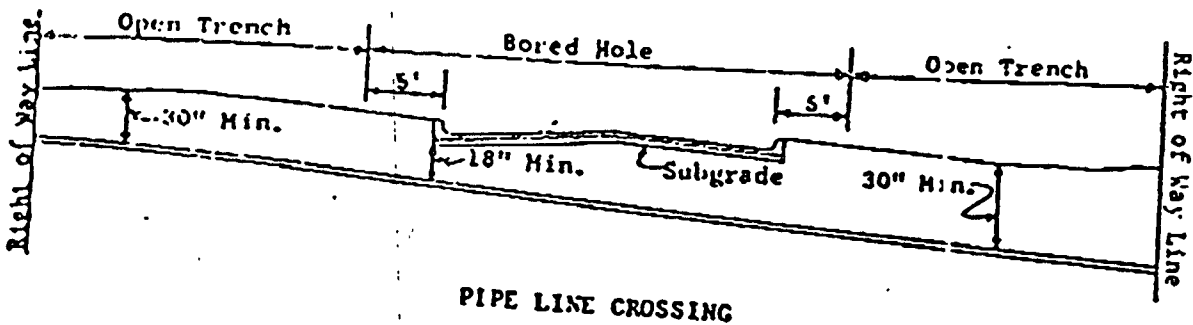
COMMISSIONERS:

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

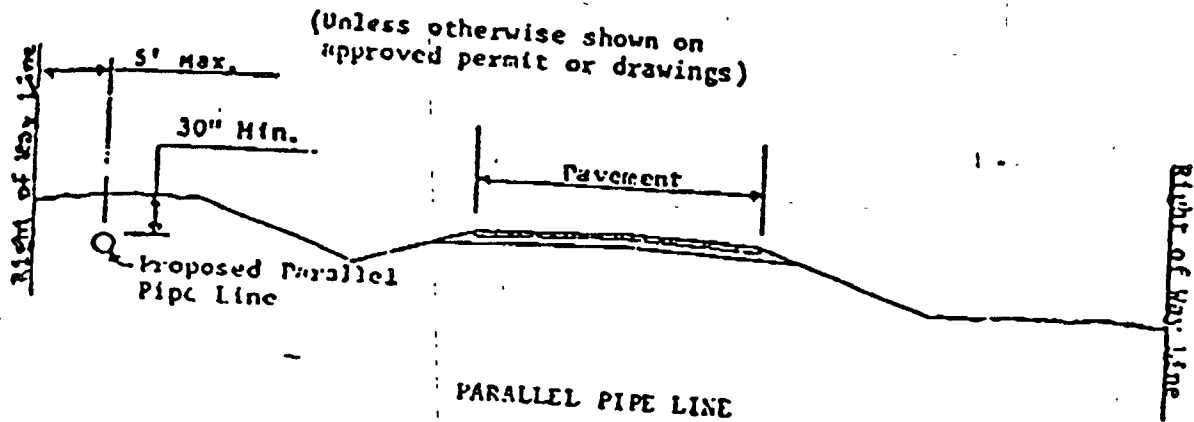
VOL. 49 PAGE 162



JACK L. PHILLIPS CO. PROPOSED 4" PIPELINE CROSSING OF COUNTY ROAD 160



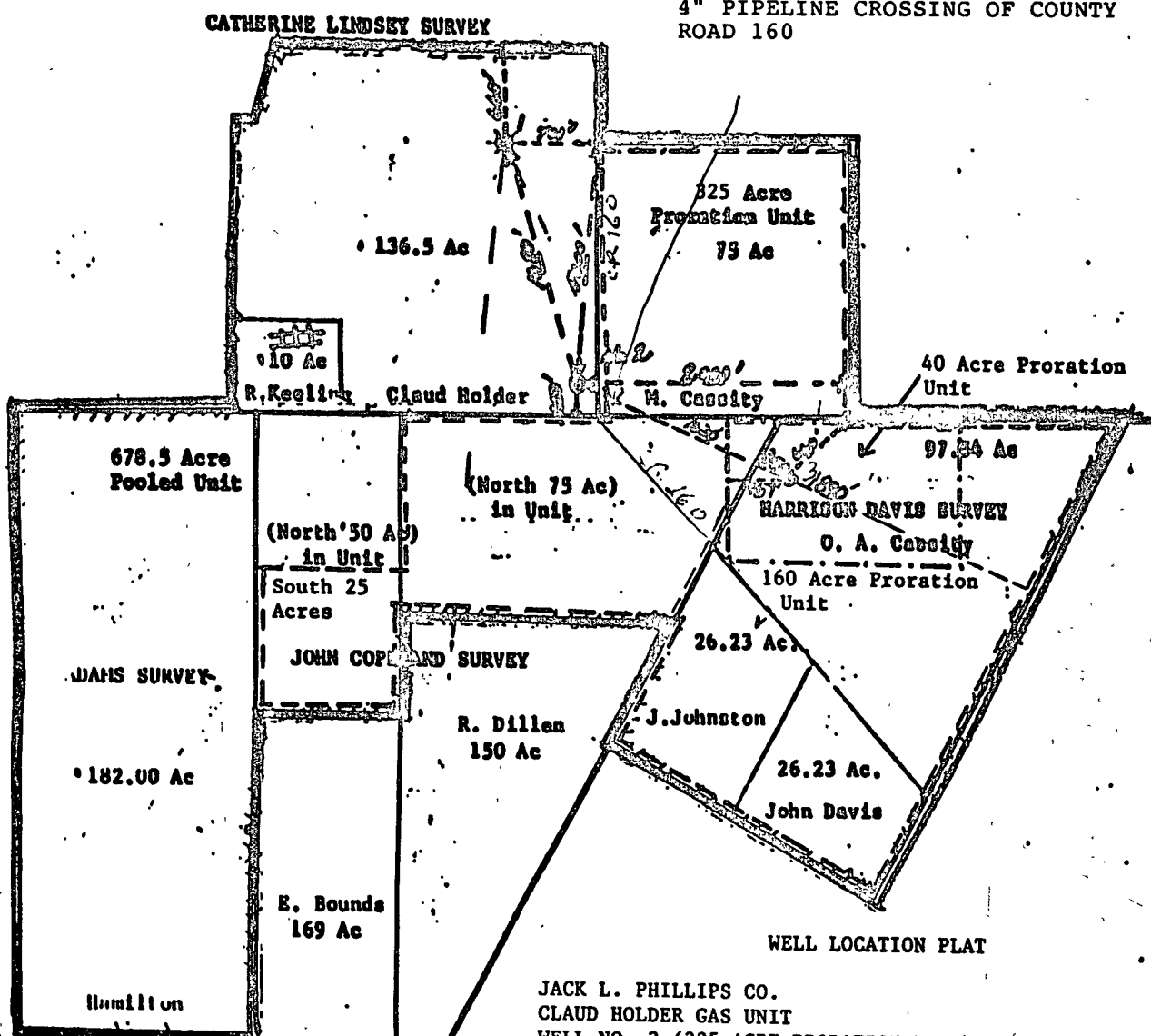
PIPE LINE CROSSING



PARALLEL PIPE LINE

(Unless otherwise shown on approved permit or drawings)

JACK L. PHILLIPS CO. PROPOSED
4" PIPELINE CROSSING OF COUNTY
ROAD 160



JACK L. PHILLIPS CO.
CLAUD HOLDER GAS UNIT
WELL NO. 3 (325 ACRE PRORATION UNIT)
678.5 ACRE POOLED UNIT
CARTHAGE (COTTON VALLEY) FIELD
CARTHAGE (TRAVIS PEAK) FIELD
40 ACRE PRORATION UNIT
CARTHAGE (BARBARA) FIELD
CARTHAGE SOUTH (TRAVIS PEAK) FIELD
PANOLA COUNTY, TEXAS
SCALE 1" = 1,000'

I, Clay Abernathy, do hereby certify that the above is true
and correct to the best of my knowledge and belief.

Clay Abernathy
Clay Abernathy

6/2/04
Date

Donation

Date 3/6/05

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

\$ — and/or

material of the following type and amount CRUSHED CONCRETE - APPROX. 40 YDS.

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number —, 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.

Dale LaFram Commissioner, Precinct# 4

Sworn and subscribed to this 6th day of April, 2005

Kim Q. Goodwin, Notary Public, State of Texas, My commission expires 6-10-2008

(Panola County Commissioners' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 1th day of April, 2005.

County Judge David L. Anderson



NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINESTO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Comstock Oil & Gas LP

(COMPANY NAME)

Proposes to place a

4"

(PIPE SIZE)

Line within the Right-of-Way

of County Road: 248 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 40"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 12th day of April 2005.FIRM: Comstock Oil & Gas LP
BY: Jim Northcott
TITLE: Field Landman
ADDRESS: PO Box 281
Carthage, TX 75633
PHONE: (903) 926-0335

**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.

APPROVAL

April 11, 2005

TO: Mr. Jim Northcott
Comstock Oil & Gas, L.P.
P. O. Box 281
Carthage, Texas 75633

RE: CR #248

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" line as shown by accompanying drawings and notice except as noted below.

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

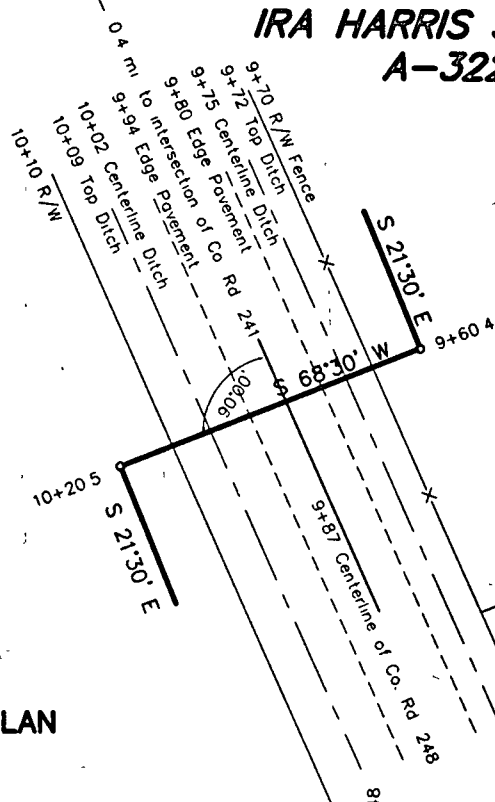
Approved:


COUNTY JUDGE

COMMISSIONERS:

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

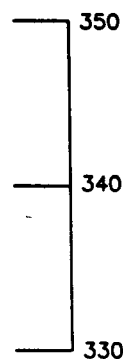
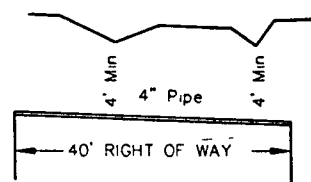
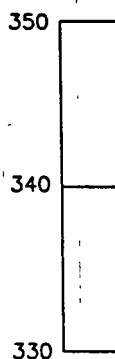
PANOLA COUNTY, TEXAS

IRA HARRIS SURVEY
A-322

PLAN

NORTH

Scale: 1" = 30'

Scale
Horz 1" = 30'
Vert 1" = 10'

LEGEND

Barbed Wire Fence	—X—
Chain Link Fence	—O—
Wood Fence	—□—
Tele Cable	—T—
Powerline	—E—
Centerline	— —
Pipeline	— —

PROFILE

PLAT SHOWING
PROPOSED PIPELINE CROSSING
COUNTY ROAD NO. 248, LOCATED IN THE
IRA HARRIS SURVEY, A-322
PANOLA COUNTY, TEXAS

SURVEYING & MAPPING BY
FISHER SURVEYING
P.O. Box 1197 - Van, Texas 75790 (903) 963-3524

SURVEYED FOR
COMSTOCK OIL & GAS, L. P.

Scale 1"=30' Drawn By DRF Job No 1618
Date 4-06-2005 Surveyed By SC Job No J1618 DWG

PIPELINE FROM THE WALDROP 1 #4 TO WALDROP 1 #5

TREASURER'S THIRD QUARTER REPORT

VOL. 49 PAGE 171

FUND	BALANCE 06-30-04	RECEIPTS	DISBURSEMENTS	BALANCE 09-30-04
GENERAL	13,643,684 40	458,752 29	2,038,865 48	11,963,571 21
LAW LIBRARY	8,943 31	5,582 00	1,896 70	12 628 61
COURTHOUSE SECURITY	171,719 98	6,316 31	982 48	177,053 81
RECORDS MANAGEMENT	39,805 81	3,167 71	0 00	42,973 52
C CLERK RECORDS PRESERVATION	160 598 19	11,183 12	5,647 50	166 133 81
ARCHIVE FEE	22,939 00	10,305 00	0 00	33,244 00
JUSTICE COURT TECHNOLOGY	10,008 71	2 753 94	0 00	12,762 65
TAX A C V I T INTEREST	5,464 48	4 91	164 68	5 304 71
ROAD & BRIDGE	5,333,991 71	140 680 03	1,300,763 48	4,143,908 26
FM & LATERAL ROAD	950,436 79	10,058 50	94,627 78	865 867 51
123RD JUDICIAL DISTRICT - ADULT PROBATION	160 670 23	323,018 24	256 157 79	227 530 68
123RD JUDICIAL DISTRICT - JUVENILE PROBATION	208,406 39	62,657 13	93,697 21	177,366 31
OLD PROBATION	12,159 29	51 81	0 00	12 211 10
HOT CHECK FEE FUND	62,014 25	5,347 81	21,531 47	45,830 59
SHERIFF OFFICE - STATE FORFEITURE	46,922 92	167 14	5,881 92	41,208 14
LAW ENFORCEMENT BLOCK GRANT	0 00	0 00	0 00	0 00
HOMELAND SECURITY GRANT FUND	20 86	0 09	0 00	20 95
DISTRICT ATTORNEY - FORFEITURE FUND	31,603 90	119 86	2,431 96	29,291 80
DISTRICT ATTORNEY - STATE APPORTIONMENT	5,028 25	11,226 68	7,473 36	8,781 57
STATE LONGEVITY PAY SUPPLEMENT	621 80	780 00	622 86	679 04
CHILDREN'S PROTECTIVE SERVICES	22 158 09	493 11	1,772 55	20 678 65
PANOLA COUNTY HEALTH FUND	3,003,857 98	12,710 49	41,531 99	2,975,036 48
PANOLA COUNTY AIRPORT	181,050 25	29,544 92	15,368 08	195 527 11
ROAD BOND 1971	233,798 86	996 05	0 00	234 794 91
PERMANENT IMPROVEMENT	172,297 88	733 86	0 00	173,031 74
COURTHOUSE EXPANSION	278,166 50	1,624 06	0 00	279 790 56
PAYROLL TAXES & BENEFITS	825,989 84	994 029 47	775,346 62	1,044,672 69
941 CLEARING ACCOUNT	42 36	240,050 22	240,078 85	13 73
EMPLOYEE BENEFIT TRUST	46,604 22	94 04	0 00	46,698 26
PAYROLL	26 81	1,051,837 79	1,051,822 78	41 82
CRIMINAL JUSTICE	60,957 81	72,008 71	48,762 92	84,203 60
ADVANCED UNDIVIDED AD VALOREM TAX	0 22	0 00	0 00	0 22
MEMORANDUM TOTAL ONLY	25,589,891 19	3,456,495 29	6,035,628 44	23,010,758 04
BALANCE REPRESENTED BY				
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	4,676,900 95			
INVESTMENTS - FIRST STATE BANK & TRUST	19,200 000 00			
PLUS INTANGIBLE ROYALTY INTEREST	7,600 00			
PLUS CASH CHANGE FUND	200 00			
PLUS RECEIVABLES	0 00			
LESS ACCRUALS & PAYABLES	(873,942 91)			
BALANCE SEPTEMBER 30, 2004	23,010,758 04			

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 the 11th day of April, 2005, 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

David L. Anderson
County Judge
Connie L. Dorman
Commissioner - Precinct No. 1
Tom L. Beyer
Commissioner - Precinct No. 2
John L. Dorman
Commissioner - Precinct No. 3
John L. Dorman
Commissioner - Precinct No. 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 11th day of April, 2005

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

FILED FOR RECORD
IN MY OFFICE
AT 1:45 O'CLOCK P. M.

APR 11 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY M. L. Beyer DEPUTY

VOL.

49 PAGE 172

PANOLA COUNTY INVESTMENT REPORT
MARCH 31, 2005

INVESTMENTS AS OF DECEMBER 31, 2004

27,700,000.00

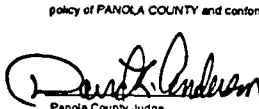
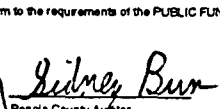
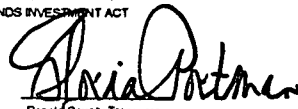
	Investments	Maturity Date	Interest Rate
Beginning Balance 12-31-04	27,700,000.00		
Maturing 1-4-05 (Purchased 9-7-04)	(5,000,000.00)		1.71%
Purchase of CD No. 46085 on 1-4-05	5,000,000.00	5/10/2005	2.40%
General Fund - 2,490,000.00			
Road & Bridge - 1,753,000.00			
Special Fees - 39,000.00			
Special Fees - 18,000.00			
FM & Lateral - 440,000.00			
Road Bond 1971 - 39,000.00			
Old Probation - 4,000.00			
Permanent Improvement - 37,000.00			
Panola County Airport - 37,000.00			
Health Fund - 100,000.00			
Juvenile Probation - 19,000.00			
Taxes & Benefits - 15,000.00			
Maturing 1-11-05 (Purchased 10-12-04)	(7,800,000.00)		1.71%
Purchase of CD No. 46079 on 1-11-05	7,200,000.00	6/7/2005	2.81%
General Fund - 3,200,000.00			
Road & Bridge - 640,000.00			
Special Fees - 69,000.00			
Special Fees - 4,000.00			
FM & Lateral Road - 250,000.00			
Road Bond 1971 - 105,000.00			
Adult Probation - 11,000.00			
Juvenile Probation - 5,000.00			
Juvenile Probation - 20,000.00			
Old Probation - 5,400.00			
Permanent Improvement - 67,000.00			
Panola County Airport - 19,000.00			
Taxes & Benefits - 254,600.00			
Health Fund - 2,550,000.00			
Maturing 1-25-05 (Purchased 11-1-04)	(3,000,000.00)		1.85%
Maturing 2-9-05 (Purchased 11-10-04)	(3,100,000.00)		2.00%
Purchase of CD No. 46113 on 2-9-05	3,400,000.00	7/12/2005	2.82%
General Fund - 2,000,000.00			
Road & Bridge - 900,000.00			
Special Fees - 5,000.00			
FM & Lateral - 65,000.00			
Juvenile Probation - 4,000.00			
Juvenile Probation - 5,000.00			
Road Bond 1971 - 10,000.00			
Permanent Improvement - 2,000.00			
Panola County Airport - 20,000.00			
Taxes & Benefits - 269,000.00			
Health Fund - 100,000.00			

INVESTMENTS AS OF MARCH 31, 2005

24,400,000.00

THE MARKET VALUE OF ALL INVESTMENTS IS THE SAME AS CARRYING VALUE.

To the best of our knowledge and belief, the transactions reflected in this investment report are in compliance with the investment policy of PANOLA COUNTY and conform to the requirements of the PUBLIC FUNDS INVESTMENT ACT

 Panola County Judge	 Panola County Auditor	 Panola County Treasurer
<u>4-11-05</u> Date	<u>4-11-05</u> Date	<u>4-11-05</u> Date

FILED FOR RECORD
IN MY OFFICE

AT 1:45 O'CLOCK P. M.

APR 11 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY  DEPUTY

PANOLA COUNTY
2005
BUDGET AMENDMENT #5

VOL. 49 PAGE 173

GENERAL FUND

Additional Revenues:

Cash Balance - Beginning of Year	6,615	
Total Revenues		6,615

Additional Expenditures:

Airport		
Capital Outlay		
Furniture & Equipment(Pan Water Well)	2,500	
Total Expenditures		2,500

Miscellaneous & Non-Departmental

Capital Outlay		
Furniture & Equipment(Computers)	4,115	
Total Expenditures		4,115

Grand Total General Fund		6,615
---------------------------------	--	--------------

OLD PROBATION

Additional Revenues:

Cash balance - Beginning of Year	970	
Total Revenues		970

Additional Expenditures:

Capital Outlay		
Furniture & Equipment	970	
Total Expenditures		970

Grand Total Old Probation Fund		970
---------------------------------------	--	------------

AIRPORT FUND

Additional Revenues:

Miscellaneous (Sabine River Authority)	3,500	
Total Revenues		3,500

Additional Expenditures:

Capital Outlay		
Furniture & Equipment (Part Water Well)	3,500	
Total Expenditures		3,500

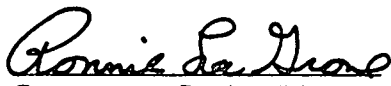
Grand Total Airport Fund		3,500
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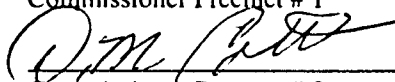
PANOLA COUNTY
2005
BUDGET AMENDMENT #5

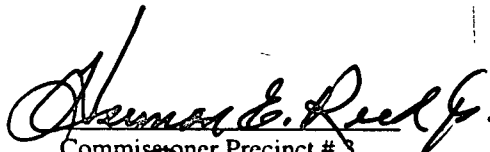
We hereby amend the Panola County Budget for the Fiscal Year 2005 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2005 Panola County Budget is hereby so amended and we find and declare that 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 2005 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2005.

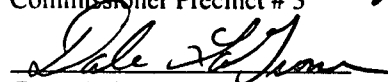
Signed on this 11 day of April, 2005.


County Judge



Commissioner Precinct # 1

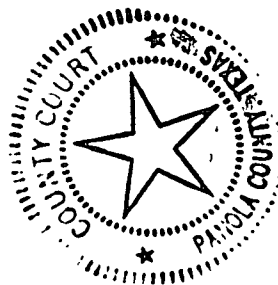

Commissioner Precinct # 2

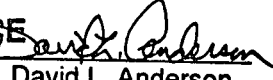

Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 11th day of April, 2005 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



APPROVED
04-11-05PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE
David L. Anderson,
County Judge

NAME: Beth Anderson
POSITION: _____
DEPARTMENT: Voter Office
DATE: 3-28-05

CONFERENCE: Election Law Seminar
LOCATION: Austin
DATES: August 23 to August 26
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?

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? 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.)

We need to stay current with the changes.

APPROVED

04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

NAME:

Helen Lloyd

POSITION:

DEPARTMENT:

Voter Office

DATE:

3828-05
REQUEST FOR ATTENDANCE AT A CONFERENCE

CONFERENCE:

Election Law Seminar

LOCATION:

Austin

DATES:

August 23 to August 26

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?

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?

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.)

We need to stay current with the
changes

APPROVED

04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

Jeremy Kondera

NAME. _____

POSITION: CSODEPARTMENT: 123rd JUDICIAL DISTRICT DRUG COURTDATE: 3-24-2005CONFERENCE: CSO CertificationLOCATION: Huntsville, TXDATES: 4-18 to 4-23NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 6

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

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

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

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

Do you have sufficient funds in your budget for this conference? yesWrite a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Troy

VOL. 49 PAGE 178

APPROVED

04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

NAME:

Shelby County / DECK JONES

POSITION:

Attorney

DEPARTMENT:

123rd Judicial District Drug Court

DATE:

3-22-2005

CONFERENCE:

DRUG COURT DEFENSE Counsel TRN

LOCATION:

RENO NV

DATES:

4/19-2005 to 4-22-2005

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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

How much of your requirements have been met already, not counting this conference?
_____How many days have you been away from your job this year for conferences, not
counting this conference? _____

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

04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

NAME: Panola County - Corey Bankhead
POSITION: Attorney
DEPARTMENT: 123rd Judicial District Drug Court
DATE: 3-22-2005

CONFERENCE: DRUG COURT DEFENSE COUNSEL TRN
LOCATION: RENO NV
DATES: 4-19 to 4-22

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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

How much of your requirements have been met already, not counting this conference?
_____How many days have you been away from your job this year for conferences, not
counting this conference? _____

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.)

Waiting on Judge Griffin to Approve
Attorney

VOL. 49 PAGE 179

APPROVED
04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

Danny Davidson, Kevin Jones, Ken Hill, Judge Charles Mitchell, Troy Massey, LaRaye Bailey, Tony Brown, Cynthia Davis, Jeremy Konderla, Misty Kay, Tammy Mitchum, Lynda Russell, Hermie Smith, David L. Anderson, County Judge

NAME:

POSITION:

DEPARTMENT:

DATE:

Drug Court Team

Panola/Shelby Co. CSCD

3/29/05

CONFERENCE:

LOCATION:

DATES:

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

Does the conference meet your educational requirements for the year?

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

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

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

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

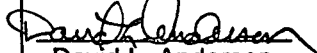
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Mandatory LLEBG-Rural Drug Court Training.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

04-11-05


David L. Anderson,
County Judge

NAME:

Mitch Norton

POSITION:

Constable 203

DEPARTMENT:

Constable's Office

DATE:

4/5/05

CONFERENCE:

TJCTC Civil Process

LOCATION:

Galveston Tx

DATES:

April 12 to April 15

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

5

Does the conference meet your educational requirements for the year?

No

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

20 hrs

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?

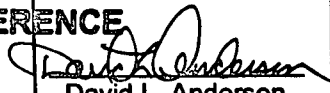
0

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.)

Required Hours for Civil Process

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEAPPROVED
04-11-05
David L. Anderson,
County Judge

NAME: Sidney Burns
POSITION: County Auditor
DEPARTMENT: County Auditor
DATE: 4-6-05

CONFERENCE: Forty-Seventh County Auditors Institute
LOCATION: Austin, Texas
DATES: 5-17-05 to 5-20-05

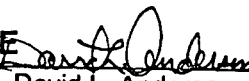
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4Does the conference meet your educational requirements for the year? noIf not, how much of your requirements will be met by this conference? 20 hrs

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

-0-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.)

Provides training and updates on issues
affecting the requirements of my job

APPROVED
04-11-05PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE
David L. Anderson,
County Judge

NAME: Christy Hardy
POSITION: Communications Officer
DEPARTMENT: Sherriff
DATE: 4/6/05

CONFERENCE: Basic Jail School
LOCATION: Alacogoches
DATES: 4/25/05 to 5/16/05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 10Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 50 hrs

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

NoneHow 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.)

Basic Training required by State.

APPROVED
04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

David L. Anderson
David L. Anderson,
County Judge

NAME: Richard Mojica
POSITION: Detention Officer
DEPARTMENT: Sheriff
DATE: 4/6/05

CONFERENCE: Basic Jail School
LOCATION: Macomb, Mo
DATES: 4/25/05 to 5/6/05
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 10

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

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.)

Basic Training required by State

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE
David L. Anderson,
County Judge

NAME: JAMES YOUNG
POSITION: SHELTER OFFICER
DEPARTMENT: EMERGENCY MANAGEMENT
DATE: 04-07-05

CONFERENCE: HURRICANE EVALUATION SHELTERING CONFERENCE
LOCATION: LUFKIN, TEXAS
DATES: APRIL 28, 2005 to APRIL 28, 2005
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? N/A

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

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

N/A

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.)

FAMILIARIZATION WITH THE NEWLY DEVELOPED SHELTER HUB
PLAN FOR HURRICANE EVACUATIONS AND TRAINING WITH THE
STATE SHELTER DATABASE.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
04-11-05

David L. Anderson
David L. Anderson,
County Judge

NAME: JAMES YOUNG
POSITION: SHELTER OFFICER
DEPARTMENT: EMERGENCY MANAGEMENT
DATE: 04-07-05

CONFERENCE: TEXAS HURRICANE CONFERENCE
LOCATION: BEAUMONT, TEXAS
DATES: MAY 17, 2005 to MAY 19, 2005

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

Does the conference meet your educational requirements for the year? N/A

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

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

N/A

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

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.)

CONFERENCE WILL COVER ALL TOPICS RELATIVE TO THE
PART OUR COUNTY WOULD PLAY IN THE EVENT OF MASS
EVALUATION DUE TO A HURRICANE.

APPROVED
04-11-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

David L. Anderson,
County Judge

NAME: Jeremy Konderla
POSITION: CSO
DEPARTMENT: DRUG COURT
DATE: 4-7

CONFERENCE: CSO FIREARMS Certification
LOCATION: KERRVILLE, TX
DATES: 4-25 to 4-28

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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

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

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

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

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.)

_____ Troy

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VOL. 49 PAGE 188

ACTION

ITEMS

Panola County
08 Apr 2005
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

04:45:29pm

Open Invoices thru 04/11/05

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3438-A T & T WIRELESS COA	\$104.42			\$0.00			\$ 104.42
* Due 3073-A T & T WIRELESS R & B	\$272.69			\$0.00			\$ 272.69
* Due 3591-ABC AUTO PARTS - R&B	\$239.63			\$0.00			\$ 239.63
* Due 1475-ACE HARDWARE OF EAST TEXA	\$39.38			\$0.00			\$ 39.38
* Due 779-AMERICAN CORRECTIONAL ASSO	\$69.00			\$0.00			\$ 69.00
* Due 2033-AUTO EXPRESS LUBE	\$196.52			\$0.00			\$ 196.52
* Due 1635-BASKIN'S MARSHALL	\$59.85			\$0.00			\$ 59.85
* Due 2664-BASKIN'S WACOGDOCHES 05	\$139.75			\$0.00			\$ 139.75
* Due 562-BAXTER SALES CO INC.	\$1265.38			\$0.00			\$ 1265.38
* Due 49-BEN E. KEITH	\$4673.80			\$0.00			\$ 4673.80
* Due 305-BLAZER CONSTRUCTION INC	\$4268.00			\$0.00			\$ 4268.00
* Due 38-C.C.I. INC	\$30.00			\$0.00			\$ 30.00
* Due 6-CAIN HARDWARE AND LUMBER CO	\$358.63			\$0.00			\$ 358.63

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

PAGE 2

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

* Due 3005-CANON FINANCIAL SERVICES	\$184.00		\$0.00		\$ 184.00
* Due 209-CAR-TEX TRAILER COMPAN, IN	\$62.00		\$0.00		62.00
* Due 2560-CARTHAGE DISCOUNT TIRE	\$144.00		\$0.00		144.00
* Due 8-CARTHAGE MACHINE AND WELDING	\$25.50		\$0.00		25.50
* Due 95-CARTHAGE OFFICE SUPPLY, I	\$1376.91		\$0.00		1376.91
* Due 3434-CARTHAGE TRACTOR & EQUI	\$1183.63		\$0.00		1183.63
* Due 158-CASSITY JONES HARDWARE	\$517.23		\$0.00		517.23
* Due 63-CENTERPOINT ENERGY	\$445.42		\$0.00		445.42
* Due 442-CHARLES BAILEY	\$25.00		\$0.00		25.00
* Due 545-CHARLES C. DICKERSON	\$150.00		\$0.00		150.00
* Due 3325-CHARLES MCKNIGHT	\$30.00		\$0.00		30.00
* Due 42-CHEROKEE COUNTY	\$375.00		\$0.00		375.00
* Due 3869-CINGULAR WIRELESS - CONST	\$34.99		\$0.00		34.99

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3867-CINGULAR WIRELESS - CT.SE	\$38.79			\$0.00			\$ 38.79
* Due 3872-CINGULAR WIRELESS - JUV	\$83.83			\$0.00			\$ 83.83
* Due 3873-CINGULAR WIRELESS-OPS	\$80.04			\$0.00			\$ 80.04
* Due 37-CITY OF CARTHAGE	\$24032.50			\$0.00			\$ 24032.50
* Due 1972-CLASSEN-BUCK SEMINARS IN	\$280.50			\$0.00			\$ 280.50
* Due 2769-COX COMMUNICATIONS INC	\$19.95			\$0.00			\$ 19.95
* Due 28-CRAIG MILAN ELECTRIC	\$192.50			\$0.00			\$ 192.50
* Due 1376-CRAWFORD DUANE PARKER II	\$750.00			\$0.00			\$ 750.00
* Due 100-CVS	\$97.53			\$0.00			\$ 97.53
* Due 43-D & C CLEANING CONTRACTOR	\$3960.00			\$0.00			\$ 3960.00
* Due 452-DALLAS COUNTY TREASURER	\$3000.00			\$0.00			\$ 3000.00
* Due 3536-DC TEXAS	\$27.90			\$0.00			\$ 27.90
* Due 3240-DEBBIE'S BEST WATER STORE	\$64.00			\$0.00			\$ 64.00
* Due 1470-DELL MARKETING L.P.	\$790.66			\$0.00			\$ 790.66

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

PAGE 4

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

* Due 180-DON'S PHOTO	\$112.00		\$0.00		\$ 112.00
* Due 88-EAST TEXAS OPEN DOOR, INC	\$45.00		\$0.00		\$ 45.00
* Due 3829-EDWARD WILLIAMS	\$60.00		\$0.00		\$ 60.00
* Due 2066-ETNC CARTHAGE	\$4281.64		\$0.00		\$ 4281.64
* Due 3388-ETNC-CARTHAGE INDIGENT	\$17281.92		\$0.00		\$ 17281.92
* Due 93-EXCEL FORD LINCOLN MERCUR	\$1914.39		\$0.00		\$ 1914.39
* Due 127-EXXONMOBIL	\$276.54		\$0.00		\$ 276.54
* Due 3555-FEDEX	\$18.35		\$0.00		\$ 18.35
* Due 1681-FIRE & SAFETY EQUIPMENT	\$104.00		\$0.00		\$ 104.00
* Due 14-FIRMIN'S OFFICE CITY	\$666.11		\$0.00		\$ 666.11
* Due 2911-FISH & STILL EQUIPMENT C	\$679.39		\$0.00		\$ 679.39
* Due 1161-FLORENCE SINS	\$48.00		\$0.00		\$ 48.00
* Due 3868-FOUR C GLASS CO.	\$65.00		\$0.00		\$ 65.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

PAGE 5

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

* Due 53-FUTURE EQUIPMENT CO INC	\$989.35		\$0.00		\$ 989.35
* Due 3831-GARY & ANGELA GRINN	\$45.00		\$0.00		\$ 45.00
* Due 820-GARY INDEPENDENT SCHOOL	\$2000.00		\$0.00		\$ 2000.00
* Due 2712-GLAXOSMITHKLINE FINANCIAL	\$121.25		\$0.00		\$ 121.25
* Due 07-GOVERNMENT RECORDS SERVICE	\$300.00		\$0.00		\$ 300.00
* Due 1507-GRAY'S WHOLESALE TIRE CO	\$2294.06		\$0.00		\$ 2294.06
* Due 370-HIGH POINT COMMUNICATIONS	\$59.64		\$0.00		\$ 59.64
* Due 3255-HOLT COMPANY OF TEXAS	\$2537.08		\$0.00		\$ 2537.08
* Due 1000-IKON OFFICE SOLUTIONS	\$131.42		\$0.00		\$ 131.42
* Due 1605-INDUSTRIAL OILS UNLIMITED	\$1043.78		\$0.00		\$ 1043.78
* Due 3183-INTERSTATE ALL BATTERY CO	\$130.15		\$0.00		\$ 130.15
* Due 3740-INTERSTATE BRANDS CORP.	\$369.32		\$0.00		\$ 369.32
* Due 2806-JAMES KEITH KNIGHT	\$25.00		\$0.00		\$ 25.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

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

* Due 3864-JENKINS-GARNON	\$225.00		\$0.00		\$ 225.00
* Due 3875-JESSE & JANA MORRIS	\$30.00		\$0.00		\$ 30.00
* Due 716-JINERSON FUNERAL HOME	\$1251.00		\$0.00		\$ 1251.00
* Due 3865-KAREN CLARK	\$176.13		\$0.00		\$ 176.13
* Due 1208-KEITH KEELING M.D.	\$500.00		\$0.00		\$ 500.00
* Due 5-KEN TURNER PHARMACY	\$697.08		\$0.00		\$ 697.08
* Due 3866-KEN TURNER PHARMACY -R&B	\$11.08		\$0.00		\$ 11.08
* Due 3874-KEN TURNER-DPS	\$14.95		\$0.00		\$ 14.95
* Due 943-KEVIN LAKE	\$72.90		\$0.00		\$ 72.90
* Due 3786-KRAUSE CHILDREN'S RESIDEN	\$45.00		\$0.00		\$ 45.00
* Due 3121-L. D. RESOURCES	\$55.20		\$0.00		\$ 55.20
* Due 3074-L.C. & J. CLAYTON LAGRON	\$100.00		\$0.00		\$ 100.00
* Due 181-LAGRONE AIR CONDITIONING	\$446.77	C	\$0.00		\$ 446.77
* Due 188-LEGAL DIRECTORIES	\$76.50		\$0.00		\$ 76.50

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

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

* Due 443-LINNER PERKINS	\$59.00		\$0.00		\$ 59.00
* Due 1316-MARGARET DYER	\$73.79		\$0.00		\$ 73.79
* Due 3737-MARSHALL FARM & RANCH CE\$468.46			\$0.00		\$ 468.46
* Due 1092-MARTHA BAZER	\$20.87		\$0.00		\$ 20.87
* Due 3700-NASON'S PLACE	\$99.80		\$0.00		\$ 99.80
* Due 249-MCBEE SYSTEMS	\$249.38		\$0.00		\$ 249.38
* Due 430-MCOWELL PRINTING	\$298.00		\$0.00		\$ 298.00
* Due 3878-MELISSA ARENGDALE	\$900.00		\$0.00		\$ 900.00
* Due 112-MIKE PARKER	\$907.00		\$0.00		\$ 907.00
* Due 425-MORRIS SANFORD JR.	\$570.00		\$0.00		\$ 570.00
* Due 3238-MORTRAX	\$393.65		\$0.00		\$ 393.65
* Due 3030-O'REILLY AUTO PARTS	\$7.17		\$0.00		\$ 7.17
* Due 3596-O'REILLY AUTO PARTS-S.O. \$13.86			\$0.00		\$ 13.86

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

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

* Due 3202-OLNSTED-KIRK PAPER CONPA	\$618.42			\$0.00		\$ 618.42
* Due 3870-PANELA LASHAWN EDGE	\$63.00			\$0.00		\$ 63.00
* Due 3316-PANELA WORTHINGTON	\$870.00			\$0.00		\$ 870.00
* Due 3863-PANOLA CO. ADULT DRUG	\$26460.00			\$0.00		\$ 26460.00
* Due 512-PANOLA COUNTY GENERAL FUND	\$16.50			\$0.00		\$ 16.50
* Due 3474-PANOLA COUNTY PLUMBING	\$65.00			\$0.00		\$ 65.00
* Due 2693-PANOLA COUNTY SPECIAL FEES	\$4.00			\$0.00		\$ 4.00
* Due 1342-PANOLA SOIL & WATER CON	\$1000.00	0	1	\$0.00		\$ 1000.00
* Due 3728-PATRICK & RONDA MCENRY	\$45.00			\$0.00		\$ 45.00
* Due 1405-PITNEY BOWES CREDIT COR	\$1575.00			\$0.00		\$ 1575.00
* Due 233-PRITCHARD & ABBOTT, INC	\$24765.00			\$0.00		\$ 24765.00
* Due 412-QUILL CORPORATION	\$701.92			\$0.00		\$ 701.92
* Due 3475-R. COLLIN UNDERWOOD	\$750.00			\$0.00		\$ 750.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1942-RANCO SERVICES	\$65.00			\$0.00			\$ 65.00
* Due 1824-RESERVE ACCT. POSTAGE B\$5000.00				\$0.00			\$ 5000.00
* Due 525-RICK MCPHERSON	\$250.00			\$0.00			\$ 250.00
* Due 904-ROBERT A SHERMAN	\$250.00			\$0.00			\$ 250.00
* Due 185-ROBERT UNDERWOOD	\$3045.00			\$0.00			\$ 3045.00
* Due 3613-RONNETTE COOKE	\$220.00			\$0.00			\$ 220.00
* Due 86-RUSK COUNTY ELECTRIC COOP.\$542.69				\$0.00			\$ 542.69
* Due 3296-S. D. THONEY	\$25.00			\$0.00			\$ 25.00
* Due 463-SANDRA KING	\$600.00			\$0.00			\$ 600.00
* Due 1690-SHREVEPORT COMMUNICATION\$156.00				\$0.00			\$ 156.00
* Due 1914-STATE COMPTROLLER	\$1735.18			\$0.00			\$ 1735.18
* Due 1563-STERLING SOLUTIONS INC	\$600.00			\$0.00			\$ 600.00
* Due 29-TED'S SAW SHOP	\$139.15			\$0.00			\$ 139.15
* Due 2960-TERRY W. BLAKE PA-C	\$420.00			\$0.00			\$ 420.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005

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

* Due 1098-TEXAS FILTER SERVICE INC	\$265.00		\$0.00		\$ 265.00
* Due 3009-TEXAS PARKS & WILDLIFE	\$937.55		\$0.00		937.55
* Due 397-TEXAS STATE DIRECTORY PRES	\$35.95		\$0.00		35.95
* Due 2500-TEXAS WILDLIFE DAMAGE	\$1800.00		\$0.00		1800.00
* Due 161-THE SOFTWARE GROUP	\$5046.00		\$0.00		5046.00
* Due 1776-THE UNIVERSITY OF TEXAS	\$195.00		\$0.00		195.00
* Due 199-THE UNIVERSITY OF TEXAS	\$265.00		\$0.00		265.00
* Due 33-THYSSENKRUPP ELEVATOR	\$802.50		\$0.00		802.50
* Due 1-TOLEDO AUTOMOTIVE	\$2297.90		\$0.00		2297.90
* Due 668-TON N. JONES, DDS	\$166.00		\$0.00		166.00
* Due 1896-UNIFIRST	\$820.59		\$0.00		820.59
* Due 3600-UPS	\$51.20		\$0.00		51.20
* Due 1650-USPS DISBURSING OFFICER	\$235.00		\$0.00		235.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 04/11/05

08 Apr 2005
PAGE 11

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 477-VULCAN SIGNS	\$4525.98			\$0.00			\$ 4525.98
* Due 3428-WALMART COMM PCCPS	\$203.11			\$0.00			\$ 203.11
* Due 2971-WALMART COMMUNITY SO	\$167.21			\$0.00			\$ 167.21
* Due 2533-WEST GROUP	\$75.00			\$0.00			\$ 75.00
* Due 64-XEROX CORPORATION	\$724.39			\$0.00			\$ 724.39
Totals	\$181645.15			\$0.00			\$ 181645.15

343 records listed.

STATE OF TEXAS)

{ KNOW ALL MEN BY

COUNTY OF PANOLA }

{ THESE PRESENTS:

**RESOLUTION
FOR THE CONSTRUCTION OF AN IMPROVEMENT**

THAT WHEREAS, the Board of Directors of the Panola County Appraisal District believe that it is in the District's best interest to construct an improvement attached to the current Appraisal District office building at 2 Ball Park Road for the purposes of creating a records retention area; and


WHEREAS, the Board of Directors of the Panola County Appraisal District recognizes that under state law, permission to build the improvement must be received from three-fourths of the taxing units that participate in the District; and


WHEREAS, the Board of Directors encourage all participating taxing units to officially act upon the resolution and file that action with the Chief Appraiser of the Panola County Appraisal District within 30 days from receipt of this resolution;

THEREFORE BE IT RESOLVED that the Board of Directors of the Panola County Appraisal District does hereby seek the approval of its participating taxing units to construct an improvement attached to the current Appraisal Office for records retention.

PASS AND APPROVED this the 4th day of April 2005.

PANOLA COUNTY APPRAISAL DISTRICT

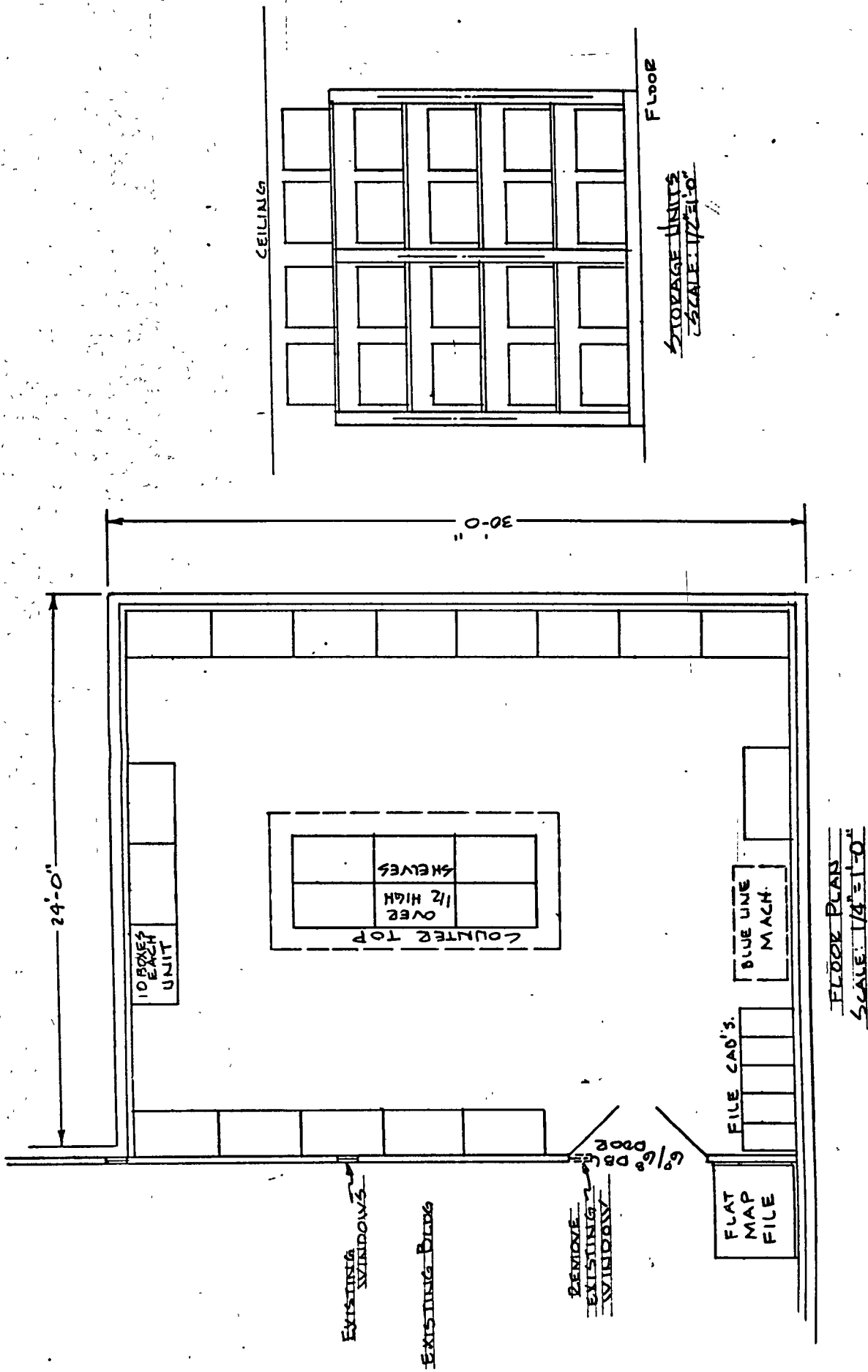

Jerry Hanszen
Chairman, Board of Directors

Attest: 
Jean Whiteside
Secretary, Board of Directors

Estimation of cost of improvement construction

Building addition (attached) \$40,000.00

Building addition (detached) \$45,000.00





PANOLA COUNTY APPRAISAL DISTRICT

2 BALL PARK ROAD CARTHAGE, TEXAS 75633 (903) 693-2891 FAX (903) 693-8229

April 4, 2005

Panola County
Attention Judge David Anderson
Panola County Courthouse, Room 216-A
Carthage, TX 75633

Dear Judge Anderson:

As provided by Section 6.06(c) of the Texas Property Tax Code, please be advised that the Board of Directors of the Panola County Appraisal District is proposing an amendment to the 2005 budget. This proposal was discussed at a Special Board Meeting dated Monday April 4, 2005 at 10:00 A.M.

The proposal is for excess funds that were obligated by the taxing units participating in the Appraisal District for the 2004 taxing year in the amount of \$64,639.00. A portion of these funds will be used for construction of an improvement to be attached to existing District office for the purpose of creating a records retention area. The remaining balance will be used for roof replacement and upgrade of floor covering.

The funds will be allocated as a line item titled Capital Outlay - New Construction/Improvement Upgrade #5510.

The Board of Directors of the Panola County Appraisal District seeks the approval of its participating taxing units for the 2005 amendment. Should your jurisdiction disapprove this amendment, please let it be known by written notification to the Secretary of the Panola County Appraisal District's Board of Directors within 30 days of the receipt of this proposal as provided by the Section 6.06(c) of the Texas Property Tax Code.

Sincerely,

A handwritten signature in cursive script that reads "Jean Whiteside".

Jean Whiteside, Secretary
Board of Directors

Estimation of cost of improvement construction

Building addition (attached) \$40,000.00

Building addition (detached) \$45,000.00

Upgrade of floor covering \$12,250.00

Roof replacement \$ 8,000.00

2005 3rd Quarterly Payment Adjustments

	Original 3rd Qtr Payment of \$162,058.75	Less 2004 Surplus Amount of \$64,639.00	Plus Proposed Budget Amendment \$64,639.00	Adjusted 3rd Qtr Payment	Levy Percentage of each jurisdiction
Carthage ISD	\$85,335.48	\$34,037.04	\$34,037.04	\$85,335.48	0.52657126
Panola County	\$29,997.94	\$11,965.03	\$11,965.03	\$29,997.94	0.18510536
Panola County Special	\$1,054.84	\$420.74	\$420.74	\$1,054.84	0.00650902
Beckville ISD	\$18,373.37	\$7,328.43	\$7,328.43	\$18,373.37	0.11337477
Panola College	\$9,546.71	\$3,807.81	\$3,807.81	\$9,546.71	0.05890892
Elysian Fields ISD	\$7,903.13	\$3,152.25	\$3,152.25	\$7,903.13	0.04876706
City of Carthage	\$4,379.91	\$1,746.98	\$1,746.98	\$4,379.91	0.02702670
Gary ISD	\$4,028.40	\$1,606.77	\$1,606.77	\$4,028.40	0.02485763
City of Beckville	\$188.21	\$75.07	\$75.07	\$188.21	0.00116134
Panola County EDS#1	\$1,250.76	\$498.88	\$498.88	\$1,250.76	0.00771795
	<u>\$162,058.75</u>	<u>\$64,639.00</u>	<u>\$64,639.00</u>	<u>\$162,058.75</u>	

PERSONNEL CHANGE REQUEST

Name: DENIS SIMONSON

Department: R & B

Position: OPERATOR

New Position
(if applicable): OPERATOR/TIRE REPAIR

Current wage or salary

\$ 12.22 HR

New wage or salary

\$ 13.48 HR

Effective date of change

4/11/05


Elected Official/Department Head
Signature

4-11-05
Date Signed

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

10:00 A.M., MONDAY, MAY 9, 2005

MARK ENVELOPES

"COUNTY DEPOSITORY"

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Invitation to Bid and specifications should be directed to David L. Anderson, County Judge, at (903) 693-0391.

Signature

VOL.

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**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners' Court of Panola County, Texas, sealed bids will be received for:

"COUNTY DEPOSITORY"

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 10:00 a.m., Monday, May 9, 2005

Mark Envelopes:

"COUNTY DEPOSITORY"

**BIDS RECEIVED AFTER OPENING DATE
AND TIME WILL NOT BE CONSIDERED**

Signature

INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2005.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales tax.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of Panola County.

CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part

Signature of Bidder

of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Panola County may request any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

Signature of Bidder

received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

Signature of Bidder

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

Signature of Bidder

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to County Judge David L. Anderson at (903) 693-0391.

Signature of Bidder

INVITATION TO BID BID SPECIFICATIONS

Bids will be received in the office of the County Judge of Panola County until 10:00 a.m., May 9, 2005, for the depository contract for funds of Panola County, Texas for a two year period commencing July 8, 2005.

The bid shall state the amount of paid-up capital stock and permanent surplus of the bidding institution and there shall be furnished with the bid a statement showing the financial condition of said institution at the date of such bid. The bid shall also be accompanied by a certified check for not less than one-half of one percent of Panola County's revenue for the preceding year as a guarantee of the good faith on the part of said institution. The approximate revenues for the 2004 Fiscal Year were **FOURTEEN MILLION, THREE HUNDRED SEVENTY-EIGHT THOUSAND, TWO HUNDRED FIFTY-NINE AND NO/100 (\$14,378,259.00) DOLLARS**. The checks of the unsuccessful bidders will be returned forthwith and the check of the successful bidder will be returned after the depository has entered into and filed the bond or securities required by law and the bond or securities have been approved by the Commissioners' Court.

Bids shall be submitted in compliance with Chapter 116, Depositories for County Public Funds, Vernon's Texas Codes Annotated, Local Government Code, from which the above requirements are taken.

Further, the institution should state the amount of interest to be paid on the following accounts.

Demand Deposits: any balance in checking account

Time Investments: up to \$100,000 for 14 to 90 days

Time Investments: \$100,000 or more for 14 to 90 days

Time Investments: \$100,000 or more for 91 days or more

All Time Investments should be based on a minimum rate and the current money market rate, whichever is higher.

Dated this 11th day of April, 2005.



David L. Anderson, County Judge



Purchase Agreement Panola County Judicial System

April 5, 2005

Description	Quantity	Units	Monthly Rental	Total Rental
Judicial Web Solution	1	Port	\$500	\$500
Judicial Web Solution shall be delivered to Panola County for a monthly rental charge of \$500 per month. This solution consist of a Web Server, GNAT Box Firewall Appliance and Software that allows an internet user the ability to search for Jail Records, Bond Records and Civil and Criminal Case Records for County and District Courts. Panola County can also use the Web Server to host and serve up internet pages that they create. Panola County is responsible for providing the Internet Service Provider (ISP), high-speed phone line and router.				
Additional Ports for BenchView Product (Includes one day of setup and training)	4	Port	\$216	\$864
Additional Port for Court Reporter to have access to BenchView and Court Administration Software	1	Port	Included	Included

Total (shipping charges included):

Total Additional Monthly Rental Charge \$ 1,364

Tyler Technologies
Prepared by: John Galbraith
6500 International Parkway
Suite 2000
Plano, Texas 75093
(800) 966-6999 / (972) 713-3777 fax
Attn: Jennifer Keltner

Panola County Judicial System

Panola County
Bill To (please print)

PO Number

David L. Anderson 4-11-05
Authorized Signature Date
David L. Anderson, County Judge

To Authorize This Purchase Agreement

- 1) Review Items for Accuracy
- 2) Complete 'Bill To' and 'Ship To' Information
- 3) Note any Special Instructions (i.e. expedite shipping, invoice asap, etc.)
- 4) Attach Your Purchase Order (if applicable, not required)
- 5) Sign and Fax to (972) 713-3777, Attn: Jennifer Keltner

Ship To Attention Of (please print)

Telephone

Ship To Address

Prices valid for up to 30 days from date of issue.

Special Shipping or Invoicing Instructions (if applicable)



Purchase Agreement Panola County Judicial System

April 5, 2005

Description	Quantity	Units	Unit Price	Ext. Price
MPC ClientPro 365 mid-tower PC w/ 3.00 GHz P4 Processor 512 MB of RAM 40 GB Hard Drive, Floppy Drive, 52X CD-ROM Integrated 64MB Video Adapter, Keyboard, Optical Wheel-Mouse Microsoft Office 2003 Basic, Windows XP Professional 10/100/1000 NIC Card 17" Flat Panel Display MPC 4 - Year NBDOS Service Contract	2		\$1,560	\$3,120
AbleTerm Client Access License	5		\$199	\$995
Tivola Storage Manager Software for IBM RS/6000	1		Included	Included

Total (shipping charges included):

\$4,115

Tyler Technologies
Prepared by: John Galbraith
6500 International Parkway
Suite 2000
Plano, Texas 75093
(800) 966-6999 / (972) 713-3777 fax
Attn: Jennifer Keltner

Panola County Judicial System

Panola County
Bill To (please print)

PO Number

David L. Anderson 4-11-05
Authorized Signature Date
David L. Anderson, County Judge

To Authorize This Purchase Agreement

- 1) Review Items for Accuracy
- 2) Complete 'Bill To' and 'Ship To' Information
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- 5) Sign and Fax to (972) 713-3777, Attn: Jennifer Keltner

Ship To Attention Of (please print)

Telephone

Ship To Address

Prices valid for up to 30 days from date of issue.

Special Shipping or Invoicing Instructions (if applicable)

TEXAS ASSOCIATION OF COUNTIES

1210 San Antonio • Austin, TX 78701

P.O. Box 2131 • Austin, TX 78768-2131

Sam D. Seale • Executive Director



March, 29 2005

Honorable David Lee Anderson, Judge
Panola County
110 South Sycamore Street, Room 216-A
Carthage, TX 75633

Dear Judge Anderson,

On March 10, 2005 the Unemployment Compensation Group Account Fund Board of Trustees, by board resolution, asked the Texas Association of Counties Board of Directors to make the following changes to the Unemployment Fund's bylaws.

- Amend the bylaws to ensure that they are consistent with the bylaws of other TAC administered Funds regarding indemnification provisions.
- Change bylaws to alter the way the board is selected to help ensure proper composition of the board and to help ensure a quorum of the Board is available to meet at least once on an annual basis.
- To allow allocation of TWC imposed penalties back to those members responsible for causing the penalties. These penalties are assessed primarily when a member is late turning in certain required reports.

Because of the changes to the bylaws, modification of the interlocal participation agreement is also necessary.

- The interlocal participation agreement has been updated to make distribution of TWC fines more equitable for members. Currently, the Unemployment Compensation Group Account Fund can assess a penalty that is either \$25.00 or 5% of the member's contributions for the quarter for turning in requested TWC payroll reports late. However, the TWC can assess the Unemployment Compensation Group Account Fund up to a \$10,000 penalty for that violation of established procedure. Recently some members, by their individual actions, have exposed the Fund to the risk of being assessed a substantial fine for turning in their required payroll reports late. The interlocal agreement has been updated to proportionally assess any penalty imposed by the TWC back to those members responsible for causing the fine.

- Changes have also been made to the interlocal participation agreement to correct spelling and other errors in grammar and punctuation.

A copy of the updated bylaws is attached for your information. In addition to the Bylaws, there are two copies of the new interlocal participation agreement that need to be executed. Please sign one copy of the interlocal agreement and mail it back to TAC in the enclosed envelope. You should retain the second copy for your file.

If you have any questions, feel free to call Jim Jean, Program Director, or me at 1 (800) 456- 5974.

Sincerely,



Chris S. Shaw, ARM
Texas Association of Counties
Business Analyst Program Administration

PARTICIPATION AGREEMENT
for
TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND

This Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund "Agreement" entered into by and between the Texas Association of Counties Unemployment Group Account Fund (hereinafter called "Fund" and Panola County (hereinafter called "Fund Member") (Fund and Fund Member may be referred to collectively herein as "Parties") shall be effective as of the date hereinafter shown.

RECITALS:

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") for the payment of reimbursements by political subdivision employers to the Texas Workforce Commission (hereinafter called "TWC") required under Sections 204.101-204.105, 205.001 and 205.021 of the Texas Labor Code, and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, it is agreed and understood among the Parties as follows:

ARTICLE I
APPOINTMENT OF FUND

1.01. Appointment

Fund is hereby appointed Agent of the Fund Member for the purposes of the Agreement and is authorized to represent Fund Member before the TWC.

1.02. Length of Appointment

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

ARTICLE II
ELECTION OF PARTICIPATION

2.01. Election

Fund Member hereby elects to become a member of and participate in the Fund.

2.02. Length of Election

Fund Member's election under paragraph 2.01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

2.03. Nature of Election

By its election under paragraph 2.01 of this Agreement, Fund Member elects to join and participate in the TAC Unemployment Compensation Group Account maintained by TWC under Account Number 99-991884-0 or any other account established by the Fund with TWC to further the purposes of this Agreement ("Group Account"). The Group Account is maintained for the purpose of receiving contributions required under *Section 205.001 of the Texas Labor Code* and paid by the Fund.

ARTICLE III
POWER AND DUTIES OF FUND

3.01. Authority to Act as Agent

Fund Member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement. Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund. Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

3.02. Powers of Fund

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following:

- a. The power to collect and retain all monies required from Fund Member;
- b. The power to establish a Contribution Rate for Fund Member;

TAC-UC-10/29/99 Legal
Board Approved 3/10/05

- c. The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member;
- d. The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member;
- e. The power to require the appointment by Fund Member of an Unemployment Coordinator;
- f. The power to delegate any power or duty conferred by this Agreement to an independent contractor, including the power to act as Fund Member's agent before the TWC;
- g. The power to develop and establish unemployment cost control services;
- h. The power to establish and manage the Group Account;
- i. The power to maintain a separate account or accounts for Fund Member and to co-mingle the funds contributed by any member of the Fund;
- j. To the extent permitted by Texas law, the power to review claims, determine their validity, and dispose of claims received by the Fund;
- k. The power to appoint legal counsel to represent the Fund;
- l. The power to open and maintain bank accounts in the name of the Fund; and
- m. The power to perform any act whether or not expressly authorized herein, which the Fund deems necessary to accomplish the general objectives of the Fund.

3.03. Signature of Fund

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, political subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

3.04. Liability of Fund

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated.

3.05 Duty to Act

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

ARTICLE IV FUND MEMBER ACCOUNT

4.01. Retention of Monies

Fund shall retain all monies paid to Fund by Fund Members until such time as Fund ceases to be liable to TWC for any charges incurred by Fund Member during the period Fund Member

participated in the Group Account. Should the monies retained by Fund on behalf of Fund Member be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. This paragraph 4.01 survives the termination of this Agreement. In the event of termination of this Agreement and subsequent to the determination that Fund is no longer liable to TWC for charges attributable to Fund Member, Fund shall remit to Fund Member any remaining balance in the Group Account contributed by the Fund Member.

4.02. Maintenance of Separate Account

Fund shall maintain a separate account for Fund Member, within the Group Account. Fund may maintain more than one separate account within the Group Account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account. If more than one separate account is maintained by Fund for Fund Member, each separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TWC shall be binding on Fund Member.

ARTICLE V CONTRIBUTION RATE/CONTRIBUTION

5.01. Calculation of Contribution Rate

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided, however, in no event shall the contribution rate be less than 1/20 of one percent (.0005) of Fund Member's payroll, subject to the minimum contribution requirement stated in Section 5.02 herein. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TWC for six (6) consecutive calendar quarters, Fund Member's contribution rate shall be 8/10 of one percent (.008) of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the Fund Member's yearly gross payroll.

5.02. Responsibility to Contribute

Fund Member shall contribute to Fund a payment calculated on Fund Member's gross payroll for the preceding calendar quarter for all non-elective employees (full-time, part-time and temporary). In calculating the contribution, the Fund Member's Contribution Rate shall be applied to the total gross payroll of all non-elective employees. However, a minimum contribution of \$25.00 per quarter shall be made by all Fund Members.

5.03. Initial Contribution

A new Fund Member shall pay an initial contribution determined by either its actual gross payroll for all non-elective employees owed in the full quarter immediately prior to joining the Fund or by an estimated gross payroll for the next calendar quarter if Fund Member has had no previous payroll history. In no event shall the initial contribution be less than the minimum contribution of \$25.00 per quarter.

5.04. Contribution Payments and Reports

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information in a manner acceptable to TWC and Fund.

5.05. Due Date of Contributions and Reports

Quarterly Unemployment records and contributions shall be due and payable to the Fund no later than the 10th day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty. The penalty will be that portion of any assessed TWC fine attributable to Fund Member's late reporting.

ARTICLE VI
UNEMPLOYMENT COORDINATOR

6.01. Appointment

Fund Member shall, by written instrument, appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

6.02. Change of Unemployment Coordinator

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

6.03. Responsibility of Unemployment Coordinator

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor, if any, are not required to contact any other individual with respect to Fund Member's responsibilities under this Agreement except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

ARTICLE VII
TERMINATION

7.01. Notice

This Agreement may be terminated by either party giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, Certified Return Receipt Requested.

7.02. Liability Subsequent to Termination

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability for any obligation or liability Fund may have to TWC as a result of Fund Member's inclusion in the Group Account.

ARTICLE VIII
MISCELLANEOUS

8.01. Unemployment Cost Control Services

Fund Member shall be furnished with periodic statements of claim activity and the status of claims by Fund or its contractor.

8.02. Eligibility of Fund Member

Fund Member is required to be a member in good standing of TAC or must be located within a county that is a member in good standing of TAC.

8.03. Agreement to Comply with Bylaws

Fund Member agrees to comply with the Bylaws of Fund as adopted and as they may be amended by Fund's Board of Trustees.

8.04. Amendment

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument, signed by the Fund and Fund Member and attached to and made a part of this Agreement.

8.05. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas. Venue for any litigation concerning this Agreement shall be in the district courts of Travis County, Texas.

8.06. Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

8.07. Effect of Partial Invalidity

If any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

8.08. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

8.09 Notices

Any notice required to be given, or payment required to be made, to Fund shall be deemed properly sent if addressed to:

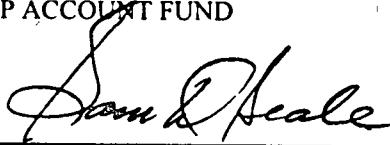
Texas Association of Counties
Unemployment Compensation Group Account Fund
c/o Texas Association of Counties
P.O. Box 2131
Austin, Texas 78768-2131

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signature this 11th day of April, 2005.

TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION
GROUP ACCOUNT FUND


BY:



Executive Director, Texas Association of Counties

Panola County
FUND MEMBER

BY:


Title County Judge

**BYLAWS OF THE
TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND**

The Texas Association of Counties Unemployment Compensation Group Account Fund is hereby created by resolution adopted on the 9th day of December, 1977 by the Board of Directors of the Texas Association of Counties. The following Bylaws are adopted to authorize and govern the operation of this Fund:

DEFINITIONS

- 1) TAC means the Texas Association of Counties
- 2) TWC means the Texas Workforce Commission
- 3) Board of Directors means the TAC Board of Directors
- 4) Fund means the TAC Unemployment Compensation Group Account Fund
- 5) Fund Member means a political subdivision that has signed an interlocal agreement to participate in the Fund and has been authorized to do so by the TWC
- 6) Board of Trustees means the Board of Trustees of the Fund established by these Bylaws
- 7) Committee or Executive Committee means the Executive Committee of the Board of Trustees established by these Bylaws
- 8) Executive Director means the Executive Director of the Texas Association of Counties or the Executive Director's duly authorized designee.

INDEMNIFICATION AND LIABILITY

- A. The Fund shall indemnify a current or former: Trustee, officer or employee of the Fund or the Executive Director in accordance with this Article.
- B. For a proceeding brought by any person or entity other than the Fund against a person described in Paragraph A because he or she held such a position or performed the duties thereof, the Fund shall indemnify the person against judgments, penalties (including excise and similar taxes), fines, settlements, and

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reasonable expenses actually incurred by the person in connection with the proceeding and in the defense thereof.

- C. For a proceeding brought by the Fund against a current or former Trustee, the Fund may indemnify the person only if the Fund determines that the person reasonably believed that his or her conduct on the Board was in the Fund's best interest. Indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding.
 - D. The Fund shall not indemnify a person under this Article for obligations resulting from a proceeding in which the person is found liable on the basis that personal pecuniary benefit was improperly received by the person or in which the person is found liable to the Fund.
 - E. Notwithstanding any other provision of this Article, the Fund shall indemnify any current or former Trustee, officer, or employee of the Fund or the Executive Director against reasonable expenses incurred in connection with a proceeding brought against the person because he or she holds or held a position or performed duties on behalf of the Fund if the person is or was wholly successful, on the merits or otherwise, in the defense of the proceeding.
 - F. A determination of indemnity under Paragraph C and of the reasonableness of expenses must be made by the Trustees who are not named defendants or respondents in the proceeding as follows:
 - 1. By a majority vote of a quorum of the Trustees eligible to vote on the matter;
 - 2. By a majority vote of a committee composed of two or more eligible Trustees that is designated to act by a majority vote of all Trustees; or
 - 3. By special legal counsel selected by a majority vote of a quorum of the eligible Trustees or by a majority vote of the committee, as applicable, or by a majority vote of all Trustees if a quorum or committee cannot be established.
- A denial of indemnification may be appealed to the District court of Travis County, Texas for a de novo determination.
- G. The termination of a proceeding by judgment, order, settlement, or conviction or a plea of nolo contendere or its equivalent is not of itself determinative that the person to whom indemnity may be or may have been provided did not meet the requirements necessary for indemnification under this Article.
 - H. The Fund may indemnify and advance expenses to a person who is not a current or former Trustee before the final disposition of the proceeding as may be

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provided by specific action of the Board, or contract or as required by common law.

- I. The Fund may indemnify and advance expenses to a current or former Trustee before final disposition of the proceeding only after:
 - 1. a determination by the entity designated in Paragraph F that the facts then known by the entity would not preclude indemnification; and
 - 2. the current or former Trustee provides a written affirmation of the person's good faith belief that he or she has met the standard of conduct necessary for indemnification and a written undertaking by or on the person's behalf to repay the amount paid or reimbursed if it is ultimately determined that the person has not met the standard. The written undertaking must be an unlimited general obligation of the current or former Trustee but security is not required.
- J. The Fund may purchase and maintain insurance on behalf of any person named in Paragraph A of this Article against any liability asserted against the person because of the position held or the duties performed, whether or not the Fund would have the power to indemnify the person against that liability under this Article.
- K. A person named in Paragraph A of this Article is not personally liable to the Fund or its Members for any acts performed or omitted for the Fund, except for theft from the Fund.
- L. The Fund may obtain a bond or other security to guarantee the faithful performance of the duties of each Trustee.
- M. In this Article:
 - 1. "Proceeding" means any threatened, pending, or completed action, suit, or other proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal thereof, and any inquiry or investigation that could lead to such an action, suit, or other proceeding. "Proceeding" does not include an action to discipline or terminate an employee.
 - 2. "Expenses" includes court costs and attorneys' fees.
 - 3. "Trustee," "Officer," and "Employee" include an estate thereof when the term is used in the context of the provision of indemnity or other associated right.

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N. In the event of invalidity of any portion of this Article, indemnity shall be provided in accordance with and to the fullest extent permissible by law.

NATURE OF THE ORGANIZATION

The Fund shall consist of an unincorporated association of political subdivisions of the State of Texas (hereinafter called Fund Members). A county must be a dues-paying member of the Texas Association of Counties to be eligible to participate as a Fund Member. Any county which withdraws its membership in the Texas Association of Counties is ineligible to continue to participate as a Fund Member and shall be terminated. Political subdivisions of the State of Texas other than counties may be admitted as Fund Members. The Fund is intended to be the contracting mechanism by which each Fund Member finances and administers its obligations under the Texas Unemployment Compensation Act, as amended.

ESTABLISHMENT OF THE BOARD

The Fund shall be governed by a Board of Trustees and its Executive Committee which are hereby created. All actions and decisions may be reviewed by the TAC Board of Directors who retain final authority. The Board of Trustees shall supervise the administration and operation of the Fund through its Executive Committee.

COMPOSITION OF THE BOARD

The Board of Trustees shall be composed of seven voting members. The voting members of the Board shall be appointed by the President of the TAC Board of Directors with the approval of the TAC Board of Directors. The President of TAC shall be an ex-officio member of the Board and Executive Committee. Nonvoting members may be appointed by the TAC Board of Directors.

QUALIFICATIONS AND TERM OF THE BOARD

Members serve a three year term. No person shall serve more than two consecutive three-year terms; however, a Trustee may serve until a successor has been appointed and has been qualified. A Trustee appointed to fill a vacancy in an unexpired term shall not be considered to have served for a full three-year term and may be reappointed for two subsequent three-year terms.

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A Trustee whose county of residence ceases to be a Fund Member, shall automatically be disqualified to serve as a member of the Board of Trustees, and his position shall become vacant. A Trustee who fails to attend more than two consecutive meetings without a valid excuse may be deemed to have vacated his term of office on the Board and be replaced by the President of the TAC Board of Directors with the approval of the TAC Board of Directors. A vacancy on the Board of Trustees shall be filled for the unexpired term and in the same manner as the original appointment.

APPOINTMENT OF OFFICERS:

Annually, the President of the Texas Association of Counties, with the approval of the Board of Directors of the Texas Association of Counties, shall appoint a Chairman and a Vice Chairman from the members of the Fund's Board of Trustees. The officers of the Board shall serve one year terms until December 31 of each year.

MEETINGS

The Board shall hold at least one meeting annually and may hold such other meetings as may be necessary when called by the Chairman. All meetings shall be in Austin, unless 30 days written notice has been sent to all Trustees designating another location. In lieu of a formal meeting, the Board and the Executive Committee may transact business by either mail or electronic conference, provided that, in the event of mail vote, the mail ballots of all of the Trustees or Executive Committee Members are returned and all such cast ballots reflect affirmative votes and provided, further, that, in the event of an electronic conference vote, the TAC staff at the direction of the Chairman or any three voting Trustees of the Board shall attempt to contact all the voting Trustees with information concerning the time of the conference and the matter to be discussed. In the event of an electronic conference vote by the Executive Committee, the TAC staff at the direction of the Chairman shall attempt to contact all the Committee with information concerning the time of the conference and the matter to be discussed. A majority of the Trustees or Committee members must participate in the conference and vote. Electronic conference votes must be confirmed in writing by each participating Trustee or Committee member or by subsequent approval of the minutes reflecting such vote. Action taken pursuant to such procedures in each such case shall be binding.

OFFICERS: QUORUM

The Officers of the Board shall consist of a Chairman and a Vice Chairman. The Chairman shall see that the minutes and records of the Board are kept. A majority of Trustees of the Board shall constitute a quorum. A majority of the Executive Committee (as established in Section 8 of these Bylaws) shall constitute a quorum.

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Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board or by the Committee.

THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Trustees shall be composed of three members. The Chairman of the Board shall be the Chairman of the Committee and a voting member. The Vice Chairman of the Board shall be the Vice Chairman of the Committee and a voting member. The Chairman of the Board shall choose one additional member to serve on the Committee. The Committee shall be chosen annually. The Committee is authorized to carry out the functions, powers, and duties of the Board between regular and called Board meetings. The Board may by resolution reserve specific functions, powers and duties to itself. All actions and decisions of the Committee may be reviewed by the Board of Trustees and the TAC Board of Directors.

REIMBURSEMENTS

The members of the Board shall serve without compensation, but shall be entitled to reimbursement of reasonable actual expenses incurred in the performance of their official duties upon the approval of the Board.

POWERS AND DUTIES

The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

- A. It may exercise any power or authority conferred on the Fund by the provisions of any interlocal participation agreement with any Fund Member.
- B. It may, in the exercise of its power to establish a contribution rate for each Fund Member, make adequate provision for the payment of claims, the payment of expenses, the accumulation of reserves and the payment of deficits in any account of a Fund Member.
- C. It may require payments from Fund Members in addition to the quarterly contributions otherwise required for the purpose of avoiding or extinguishing any deficit in the accounts of fund Members or for the purpose of establishing or maintaining sufficient reserves, as may be required by the Board.
- D. It may make interest charges to the account of any fund Member whose account is in deficit which the Board deems to be sufficient to compensate the remaining fund Members for their pro rata shares of investment income lost due to such deficit.

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E. The Board shall have the authority, provided the loss position and the financial condition of the Fund is sufficiently sound, to return some or all of the reserve funds to the Fund Members as the Board deems appropriate in the exercise of its discretion.

FUND MEMBERS

Each of the Fund Members shall be required to pay to the Fund not less than quarterly the amounts charged by the Fund as provided by the Interlocal Agreement between the fund and the Fund Member. Failure to pay the amounts required when due shall render the membership of the Fund Member subject to termination by action of the Board or Executive Committee. In the event there is any disagreement between the Fund Member and the Fund representative, the Fund Member shall have the right to appeal to the Executive Committee. If the disagreement is unresolved the Fund Member may appeal to the Board of Trustees and final appeal shall rest with the TAC Board of Directors.

ASSOCIATE MEMBERS

Nothing herein shall be construed to prevent the acceptance of Associate Members of the Fund and such category of membership is permissible. The Associate Members shall not be voting members of the Fund. Associate Members shall be entitled to all services as specified by Agreement between Associate Members and the Fund, except that Associate Members will not deposit any contributions with the Fund, and the Fund shall not administer the accounts in which Associate Member retain their own unemployment compensation funds. Each Associate Member shall pay to the Fund fees for the services of the Fund as set by the Board of Trustees.

FISCAL YEAR

The fiscal year for the Fund shall be from the 1st day of January of each year and ending on the 31st day of December of that year.

MEMBER'S VESTED RIGHT TO INCOME

Each Fund Member shall receive credit for its pro rata share, as determined by the Board, of income earned by the Fund in each fiscal year. Any excess of income and contributions, together with any reserve requirements established by the Board, over expenses and losses shall accrue to the Fund Members and will be used to reduce contribution payments, to build reserves, or to pay dividends, in the manner, amounts and at the times as may be determined by the Board.

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WITHDRAWAL FROM MEMBERSHIP

Any Fund Member may withdraw from the fund at any time upon 60-day written notice to the Board subject to the rules of the Texas Workforce Commission and law. The Fund Member withdrawing may not withdraw the reserves on any of the claims that are being paid from the Fund or may be required to be repaid from the Fund except as may be authorized by the Board. The Fund shall continue the servicing of any claims as required by law after the withdrawal of the Fund Member. The withdrawing Fund Member shall make adequate provision to indemnify the Fund for charges attributable to its account. After the Fund Member withdraws from the Fund and all claims are paid and serviced, the Board shall return to the withdrawing Fund Member such Fund Member's reserve, if any, determined as of the date of the Fund Member's withdrawal from the Fund and such Fund Member's share of accrued income or dividends, in accordance with the determination of the Board.

AMENDMENTS TO THE BYLAWS

The Bylaws may be amended by the TAC Board of Directors after notice of the proposed amendment has been mailed to the members of the Board of Directors at least ten (10) days prior to the day of the meeting to consider same. The Board of Trustees may recommend such changes as it deems necessary or desirable from time to time.

CERTIFICATE

I am the secretary of the Texas Association of Counties Unemployment Fund, and the official custodian of its records. I hereby certify that this document is a true and correct copy of current version of the Fund's bylaws, as kept in the normal course of business.

Dated: 4-4-2005 By: Melissa Dots
For The Unemployment Fund

TAC Board Approved 3/31/05


**PANOLA COUNTY DETENTION CENTER
EXPANSION COMMITTEE**

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session
this 11th day of April, 2005 do hereby appoint the following persons to the **PANOLA
COUNTY DETENTION CENTER EXPANSION COMMITTEE:**

SEE ATTACHED LIST

Said terms are effective immediately.

PASSED UNANIMOUSLY this 11th day of April, 2005 in Open Court.


David L. Anderson, County Judge

ATTACHMENT TO
PANOLA COUNTY DETENTION CENTER
EXPANSION COMMITTEE APPOINTMENTS

Mr. Mike Parker
Mr. Warren Biggs
Dr. Andrew Nutt
Mr. Kenneth Pierce
Mr. Richard Ballenger
Mr. Johnny Williams
Mrs. Janet Chamness
Rev. Mervyn Scott
Mr. Kelly Walker
Mr. Keith Knight
Mr. Gene Giles
Mr. Travis Wall

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2005

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

Mickey Dorman