

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

JAN 19 2012

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *Clayton* DEPUTY

VOL.

78 PAGE 343

MEETING OF COMMISSIONERS' COURT OF PANOLA COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 23RD DAY OF JANUARY, 2012, 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:

OPENING PRAYER.

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 separation of employment of Robert Lawson, a Truck Driver with the Panola County Road & Bridge Department, Precinct #4, effective December 30, 2011.
- b. To record the retirement of Jimmy Ray Oliver, an Operator with the Panola County Road and Bridge Department, Precinct #4, effective January 31, 2012.

ROAD & BRIDGE

- a. None.

MISCELLANEOUS

- a. To approve Tentative Schedule for 2012 Budget Process for Fiscal Year 2013.
- b. To record Racial Profiling Report for Panola County Constable, Precincts #2 and #3, Mitch Norton.
- c. To record Panola County Tax Assessor/Collector's 2012 V.I.T. Interest Budget.
- d. To record Panola County Treasurer Gloria Portman's V. G. Young Institute of County Government Certificate of Participation showing successful completion of 16 hours of continuing education and 5 hours of investment training pursuant to the Public Funds Investment Act; said training being obtained during the 39th Annual County Treasurer's Continuing Education Seminar; V. G. Young Institute of County Government Certificate of Participation showing successful completion of 8 hours of education training and 4 hours of investment training; said training being obtained during the annual CTAT Conference; and University of North Texas Center for Public Management Certificates showing completion of 10 hours of training on the Texas Public Funds Investment Act and related investment issues.
- e. To record Deputation, Statement of Officer, and Oath of Office forms for Panola County Deputy Clerk Judith Sikes.
- f. To approve and record 2011 Budget Amendment No. 22.
- g. To approve and record 2012 Budget Amendment No. 3.
- h. To record Texas Indigent Defense Commission Statement of Grant Award for FY 2012 Formula Grant.
- i. To approve and record Official Bond and Oath of Panola County Sheriff's Department Reserve Deputy Ivan Tatum.

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 Commissioner, Precinct #1 Ronnie LaGrone; Panola County Commissioner, Precinct #2 John Gradberg; Panola County Commissioner, Precinct #3 Hermon Reed, Jr.; Panola County Commissioner, Precinct #4 Dale LaGrone; Panola County Sheriff's Department Detention Officer David Bolton; Panola County Sheriff's Department Sgt. Tina McMullen (2); Panola County Sheriff Jack Ellett; Panola County Sheriff's Department Detention Officer Travis Curry; Panola County Sheriff's Department Detention Deputy

Brenda Jackson; Panola County Sheriff's Department Detention Officer Shakimi Manning; Panola County Elections Administrator Cheyenne Lampley; and Panola County Deputy Elections Administrator Loretta Mason.

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 reviewing and re-approving the Equal Employment Opportunity Plan/Policy for Panola County.
7. To discuss and act upon approving Verizon Wireless Agency Agreement for Purchases Pursuant to State of Texas DIR Contract No. DIR-SDD-604 with regards to Panola County Constable, Precincts #1 & #4 cellular telephone service and equipment.
8. To discuss and act upon moving the polling place for Voting Box, Precinct #0028 from the National Guard Armory to the Carthage Civic Center; and to authorize the County Judge to seek clearance for same from the U.S. Department of Justice.
9. To discuss and act upon approving Standard Form of Agreement Between Owner and Architect with regards to the remodeling of the National Guard Armory to house the Sammy Brown Library.

ADJOURNMENT

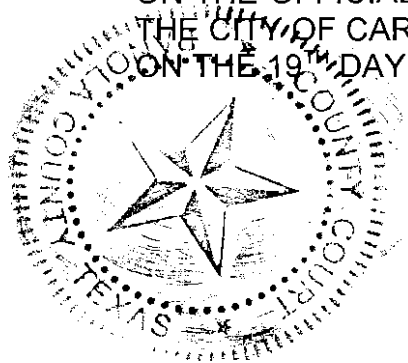
WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 19TH DAY OF JANUARY, 2012 AT 1:45 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS

By: Clara Jones, ~~Deputy~~

I, CLARA JONES, 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 19TH DAY OF JANUARY, 2012 AT 1:45 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY TEXAS

By: Clara Jones, ~~Deputy~~

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

FEB 13 2012

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *Clara Jones* DEPUTY

The State of Texas
The County of Panola

On this the 23rd day of January A.D. 2012, the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct #1
John Gradberg	Commissioner, Precinct #2
Dale LaGrone	Commissioner, Precinct #4

with Commissioner Hermon Reed absent, constituting a quorum of the Court. Also attending were Clara Jones, 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:

Judge Anderson gave the prayer.

1. CITIZEN COMMENTS:

There were no citizen comments.

2. COMMISSIONERS' REPORTS:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

Judge Anderson told the Court that the redistricting was remanded back to the Federal Court in San Antonio. The Primary Election will be held April 3, 2012, unless the Federal Courts delay their decision which would push the primaries to a later date possibly in June.

4. CONSENT ITEMS:

PERSONNEL

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- b. To record the retirement of Jimmy Ray Oliver, an Operator with the Panola County Road and Bridge Department, Precinct #4, effective January 31, 2012.

ROAD & BRIDGE

- a. None.

MISCELLANEOUS

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- b. To record Racial Profiling Report for Panola County Constable, Precincts #2 and #3, Mitch Norton.
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Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve all the Consent Items. The motion passed 4-0-1. Commissioner Hermon Reed was absent.

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

- 5. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion 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. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BILLS ATTACHED.

6. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to re-approve the Equal Employment Opportunity Plan/Policy for Panola County. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF PLAN/POLICY ATTACHED.

7. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve Verizon Wireless Agency Agreement for Purchases Pursuant to State of Texas DIR Contract No. DIR-SDD-604 with regards to Panola County Constable, Precincts #1 & #4 cellular telephone service and equipment. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.

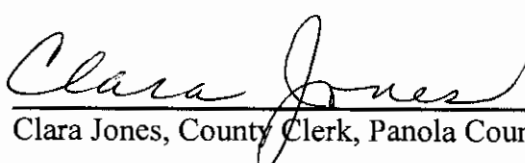
8. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to move the polling place for Voting Box, Precinct #0028 from the National Guard Armory to the Carthage Civic Center; and to authorize the County Judge to seek clearance for same from the U.S. Department of Justice. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF LETTER ATTACHED.

9. After a lengthy discussion Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve Standard Form of Agreement Between Owner and Architect with regards to the remodeling of the National Guard Armory to house the Sammy Brown Library. The motion passed by a vote of 3-1-1. Commissioner John Gradberg voted no. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.

The meeting was then adjourned.

Dated this the 23rd day of January, 2012


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


Clara Jones, County Clerk, Panola County, Texas



Commissioners Court Meeting

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Jan. 23, 2012

1. John Brown
2. David Portman
3. Ron Clinton
4. William R. (Burch) Marsalis
5. Keren Marsalis
6. CARTON WALL
7. Kenneth E. Lohman
8. Delia Moduin
9. Site Committee

CONSENT
ITEMS

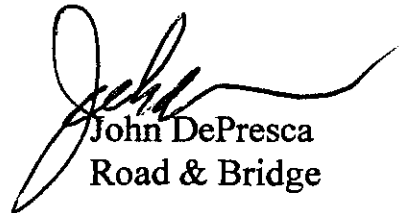
December 30, 2011

FROM: John DePresca, Road and Bridge Coordinator

TO: Gloria Portman, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION

1. Please be advised of the separation of employment of Robert Lawson, Truck Driver, Precinct #4 , effective this date.



John DePresca
Road & Bridge

**TENTATIVE SCHEDULE FOR
2012 BUDGET PROCESS FOR
2013 FISCAL YEAR**

<u>DATE</u>	<u>ITEM</u>
May 1	County Judge sends budget request letters to department heads.
May 18	Receive estimated preliminary appraisals.
May 22	Budget requests from department heads due back in County Judge's office.
May 31	Budget Workshop.
June 4	County Judge gives instructions to County Auditor for preparation of proposed budget. Auditor begins budget preparation.
July 9	Commissioners' Court Agenda Item: A. In accordance with the Property Tax Code, to officially appoint Margaret Dyer as Panola County's representative to calculate and publish the unit's effective and rollback tax rate schedules for tax roll year 2012.
July 25	The Chief Appraiser certifies the approved appraisal roll to each taxing unit. (Property Tax Code 26.01)
July 27	County Auditor delivers budget to County Judge, and County Judge begins review of budget to verify that this is the exact budget he wants to propose.
July 30	County Judge prepares letter of transmittal for his proposed budget, files proposed budget with County Clerk, and gives a copy to each Commissioner.

July 30

Commissioners' Court Agenda Items:

- A. Tax Assessor delivers effective and roll back tax rates to Commissioners' Court.
- B. To set Panola County Budget Hearing for Fiscal Year 2013 on August 27, 2012 at 1:00 p.m.; to set the adoption of the Fiscal Year 2013 Budget on August 27, 2012 after the Budget Hearing; and to authorize publication of same in accordance with the requirements of laws and regulations applicable thereto. (Local Government Code, Section 111.007)
- C. To authorize the County Judge to publish proposed salaries of Panola County Elected Officials as set out in the proposed Budget for Fiscal Year 2013 and to set the adoption of such salaries on August 27, 2012 after adoption of the Budget for Fiscal Year 2013 in accordance with the requirements of laws and regulations applicable thereto. (Local Government Code, Section 152.013)
- D. To discuss amount of revenue to be raised. If the proposed tax rate exceeds the effective tax rate, take a record vote and schedule public hearings for August 9, 2012 at 9:00 a.m. and August 16, 2012 at 9:00 a.m., and authorize applicable publications. (Tax Code, Section 26.05)

August 1

"Notice of Public Hearing on Tax Increase" (1st quarter-page notice) published at least 7 days before public hearing. (Tax Code, Section 26.06)

Publish Notice of Public Hearing on 2013 Budget.

Upload to website.

Publish Proposed Salaries of Panola County Elected Officials.

August 9

Commissioners' Court Agenda Item:

(ONLY ONE ITEM ALLOWED BY LAW ON AGENDA)

- 1. Public hearing on tax rate; schedule and announce meeting to adopt tax rate.

August 16

Commissioners' Court Agenda Item:

(ONLY ONE ITEM ALLOWED BY LAW ON AGENDA)

1. Public hearing on tax rate; schedule and announce meeting to adopt tax rate 3-14 days from this date (August 27, 2012 at 9:00 a.m.). (Local Government Code, Section 111.010) (7 Days)

August 19 (Sunday)

"Notice of Vote on Tax Rate" (2nd quarter-page notice) published at least 7 days before meeting to adopt tax rate. (Tax Code, Section 26.06) (8 Days)

August 27

Commissioners' Court Agenda Items:

- A. To conduct Panola County Budget Hearing for Fiscal Year 2013 at 1:00 p.m. on August 27, 2012 pursuant to notice and publication thereof as required by law. The public is invited to attend and participate. (Local Government Code, Section 111.007)
- B. To adopt Panola County Budget for Fiscal Year 2013 at 1:05 p.m. on August 27, 2012. (Local Government Code, Section 111.008)
- C. To adopt 2013 Elected Officials Salaries at 1:10 p.m. on August 27, 2012 pursuant to notice and publication thereof as required by law. (Local Government Code, Section 111.010)

August 28

County Judge gives written notice to elected officials of the official's salary and personal expenses included in the adopted budget. Instructions for filing grievances are included. (Local Government Code, Section 152.016)

August 29

Commissioners' Court meeting at 9:00 a.m. to adopt Order 2012-___ setting the 2012 Tax Rate and Tax Levy and authorizing the Tax Assessor to prepare tax statements with approved tax rate. (Local Government Code, Section 111.010)

September 4 - 9:00 a.m.

Last day for elected official to file salary grievance. (Must be heard within 10 days of receipt of grievance.)

September 6

If no grievance is filed, County Judge files adopted budget with County Clerk.

No later than September 10
at 9:00 o'clock a.m.

If grievance is filed and heard, and if 6-8 members of Salary Grievance Committee vote to recommend increase, post 72 hour notice for Commissioners' Court Meeting.

No later than September 17
at 9:00 o'clock a.m.

Commissioners' Court meets to consider recommendation of Salary Grievance Committee.

County Judge files final adopted budget with County Clerk.

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: PANOLA CO. CONST. PCT. 2
Reporting Date: 01/11/2012
TCLEOSE Agency Number: 365102
Chief Administrator: MITCH G. NORTON
Agency Contact Information: Phone: (903) 693-0385
Mailing Address:
PANOLA CO. CONST. PCT. 2
Panola Co. Constable Pct. 2
110S Sycamore
Carthage, TX 75633

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

PANOLA CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the PANOLA CO. CONST. PCT. 2 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the PANOLA CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the PANOLA CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the PANOLA CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the PANOLA CO. CONST. PCT. 2's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **MITCH G. NORTON**

Chief Administrator

PANOLA CO. CONST. PCT. 2

Date: 01/11/2012

**PANOLA CO. CONST. PCT. 2 Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. 127 citation only
2. 0 arrest only
3. 1 both
4. 128 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. 43 African
6. 1 Asian
7. 65 Caucasian
8. 19 Hispanic
9. 0 Middle Eastern
10. 0 Native American
11. 128 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. 3 Yes
13. 125 No
14. 128 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

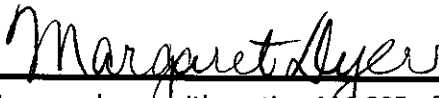
15. 15 Yes
16. 113 No
17. 128 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. 15 Yes
19. 0 No
20. 15 Total (must equal line 15)

2012 V.I.T. INTEREST BUDGET

Fund: 190 - V.I.T. INTEREST		2010 ACTUAL	2011 CURRENT	2012 APPROVED
RevCategory: 360 - MISCELLANEOUS REVENUES				
	CASH BALANCE USED	325	702	741
<u>190-360-41001</u>	INTEREST EARNINGS	389	70	70
	RevCategory 360 Total:	714	772	811
	Fund 190 Total:	714	772	811
ExpCategory: 510 - PERSONAL SERVICES				
<u>190-499-51040</u>	DEPUTIES	501	520	543
	ExpCategory 510 Total:	501	520	543
ExpCategory: 520 - BENEFITS				
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	38	40	42
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	120	125	131
<u>190-499-52040</u>	WORKERS COMPENSATION	1	13	13
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	1	3	3
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BEN	53	71	79
	ExpCategory 520 Total:	213	252	268
	Fund 190 Total:	714	772	811



In accordance with section 111.095 of the local government code I hereby approve and submit this budget to the county budget officer.



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

January 10, 2012

**Honorable David Anderson, County Judge
and the Honorable Commissioners' Court
Panola County, Texas**

Gentlemen:

Please receive and record in the minutes of the Commissioners' Court the following:

Certificate of Participation from the V. G. Young Institute of County Government - showing successful completion of 16 hours of continuing education and 5 hours of investment training pursuant to the Public Funds Investment Act; said training being obtained during the 39th Annual County Treasurers' Continuing Education Seminar

Certificate of Participation from the V. G. Young Institute of County Government - showing successful completion of 8 hours of education training and 4 hours of investment training; said training being obtained during the annual CTAT Conference

Certificates of Attendance from the University of North Texas Center for Public Management - showing completion of 10 hours of training on the Texas Public Funds Investment Act and related investment issues

Thank you very much.

Sincerely,

Gloria Portman

Attachments

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Gloria Portman

For Successfully Completing 16 Hours of Educational Training

During the

39th Annual County Treasurers' Continuing Education Seminar

April 18-21, 2011

Austin, Texas

Edmund S. Smith

Ed Smith, Director, Texas AgriLife Extension Service

Rick O. Avery

Rick Avery, Director, V.G. Young Institute of County Government

Katherine Hudson

Katherine Hudson, President, County Treasurers' Association



This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

V.G. Young Institute of County Government

Certifies that

Gloria Portman

attended 5 hours of investment training pursuant to the

PUBLIC FUNDS INVESTMENT ACT as part of the

39th Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with The County Treasurers' Association of Texas

Austin, Texas - April 18-21, 2011



Edward B. Smith

Ed Smith, Director, Texas AgriLife Extension Service

Rick Avery

Rick Avery, Director, V.G. Young Institute of County Government

Katherine Hudson

Katherine Hudson, President, County Treasurers' Association



CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Gloria R. Portman

For Successfully Completing 8.0 Hours of Educational Training

During the

Annual County Treasurers Association of Texas Conference

September 18-22, 2011

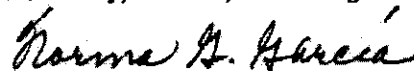
Tyler, Texas



Ed Smith, Director, Texas AgriLife Extension Service



Rick Avery, Director, V.G. Young Institute of County Government



Norma G. Garcia, President, County Treasurers' Association of Texas





V. G. Young Institute of County Government

Certifies that

Gloria R. Portman

*attended 4 hours of investment training pursuant to the
PUBLIC FUNDS INVESTMENT ACT as part of the*

Annual County Treasurers' Association of Texas Conference
Tyler, Texas ♦ September 18-22, 2011

Director, Texas AgriLife Extension Service

President, County Treasurers Association of Texas



Director, V.G. Young Institute of County Government

Extension Program Specialist, V.G. Young Institute of County Government

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

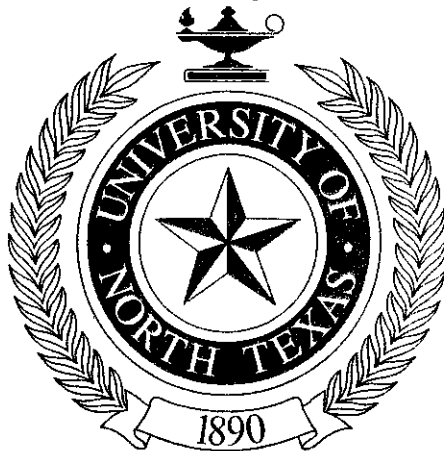
Co-Sponsored by Region 8 Education Service Center

Certificate of Attendance

presented to

Gloria Portman

**For completion of five hours of training on the Texas Public Funds Investment Act
and related investment issues**



**February 15, 2011
Mount Pleasant, Texas**

Patrick Shinkle

Patrick Shinkle
Center for Public Management
CPE Sponsor 007716

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

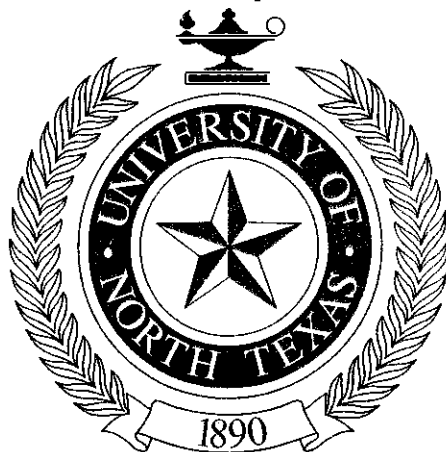
Co-Sponsored by Region 8 Education Service Center

Certificate of Attendance

presented to

Gloria Portman

**For completion of five hours of training on the Texas Public Funds Investment Act
and related investment issues**



**February 16, 2011
Mount Pleasant, Texas**

Patrick Shinkle
Patrick Shinkle
Center for Public Management
CPE Sponsor 007716

DEPUTATIONVOL. **78** PAGE **367****THE STATE OF TEXAS**

County of PANOLA I, CLARA JONES
 COUNTY CLERK of the County of PANOLA and State of Texas, having
 full confidence in JUDITH SIKES of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of PANOLA County, nominate
 and appoint JUDITH SIKES, the said JUDITH SIKES my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said
 COUNTY CLERK of said County and State, hereby ratifying and
 confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 18TH day of JANUARY ~~XX~~ 2012

Clara Jones
 CLARA JONES, COUNTY CLERK
 of Panola County, Texas

THE STATE OF TEXAS

County of PANOLA BEFORE ME, CLARA JONES
 COUNTY CLERK in and for PANOLA County, Texas,
 on this day personally appeared JUDITH SIKES

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

GIVEN under my hand and seal of office at THE PANOLA COUNTY COURTHOUSE, CARTHAGE, TEXAS

this 18th day of JANUARY ~~XX~~ 2012

Clara Jones
 Clara Jones, County Clerk
 of Panola County, Texas

OATH OF OFFICE

JUDITH SIKES do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY COUNTY CLERK

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

Subscribed and sworn to before me, this 18th day of JANUARY

Judith Sikes
 Judith Sikes
Clara Jones
 Clara Jones
 of Panola County, Texas

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas.

Upon application duly presented, it is ordered by the Court that _____
of _____ County, Texas, be and he is hereby authorized to appoint and deputize
_____ as Deputy _____ in
said office. Said appointment to date from the _____ day of _____ 19_____, and to continue
in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed
at the sum of _____ Dollars, per annum, payable solely
from the fees of said office.

Entered _____ day of _____ 19_____. Recorded in Minute Book _____ Page _____.

E 584

No. _____

DEPUTATION

OF

JUDITH SIKES

Filed for record the 18TH day

of JANUARY X~~35~~ 2012 at 11:30

o'clock A. M., and recorded

day of _____ 19_____, in

Book _____ page _____ of the Records

of Deputation of PANOLA

County.

CLARA JONES

Clerk County Court,

PANOLA

County, Texas

By _____ FILED FOR RECORD _____ Deputy.
IN MY OFFICE

APR 12 O'CLOCK P M

FEB 21 2012

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Clara Jones* DEPUTY

TEXAS COUNTY PRINTING & SERVICES

Form #2201 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Judith Sikes, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 01-18-12

A handwritten signature in cursive script, appearing to read "Judith S. K.", written over a horizontal line.
Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Judith Sikes, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Deputy County Clerk of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Judith Sikes
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me
 this

18th day of January, 2012.



Lee Ann Jones
 Signature of Notary Public or Other Officer
 Administering Oath
Lee Ann Jones
 Printed or Typed Name



PANOLA COUNTY 2011 BUDGET AMENDMENT #22
January 23, 2012


	<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	
GENERAL FUND				
REVENUES	<u>100-340-44000</u>	COUNTY CLERK	<u>713</u>	713
EXPENDITURES				
COUNTY CLERK	<u>100-403-54150</u>	PROFESSIONAL SERVICES	<u>713</u>	713
MISCELLANEOUS & NON-DEPT				
	<u>100-409-54490</u>	PHYSICALS & DRUG SCREEN TESTING	510	
	<u>100-409-54870</u>	ANIMAL CONTROL	3,783	
	<u>100-409-54080</u>	CONTINGENCY	<u>(4,293)</u>	0
CRIMINAL DISTRICT ATTORNEY				
	<u>100-477-53120</u>	LAW BOOKS	944	
	<u>100-477-54270</u>	CONFERENCES & DUES	<u>(944)</u>	0
CONSTABLE PCT 2 & 3				
	<u>100-581-53920</u>	UNIFORMS	(100)	
	<u>100-581-54200</u>	COMMUNICATION TELEPHONE	(103)	
	<u>100-581-54540</u>	PARTS REPAIRS GAS & TRANS EXP	<u>203</u>	0
GRAND TOTAL GENERAL FUND			<u>713</u>	

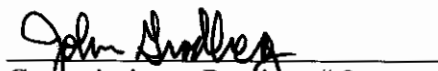
PANOLA COUNTY
2011
BUDGET AMENDMENT #22

We hereby amend the Panola County Budget for the Fiscal Year 2011 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2011.

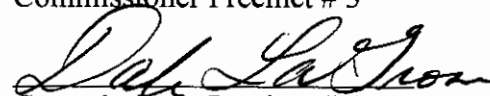
Signed on this 23rd day of January, 2012.


County Judge

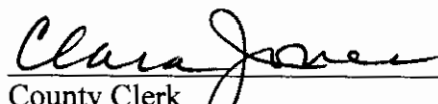

Commissioner Precinct # 1


Commissioner Precinct # 2


Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 23rd day of January, 2012 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk





PANOLA COUNTY 2012 BUDGET AMENDMENT #3
January 23, 2012

	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND				
EXPENDITURES				
AIRPORT				
	<u>100-407-54150</u>	PROFESSIONAL SERVICES	(300)	
	<u>100-407-54150</u>	CONFERENCES & DUES	(400)	
	<u>100-407-55270</u>	FURNITURE & EQUIPMENT	700	
GRAND TOTAL GENERAL FUND				<u>0</u>
 DEADWOOD WSC				
REVENUES				
		CASH BALANCE	3,500	
	<u>870-330-41260</u>	FEDERAL GRANT	145,265	
	<u>870-360-41020</u>	MATCH DEADWOOD WSC	21,500	
				<u>170,265</u>
 EXPENDITURES				
	<u>870-888-55802</u>	WATER FACILITIES	152,165	
	<u>870-888-55804</u>	ACQUISITION	5,000	
	<u>870-888-55806</u>	ENGINEERING/ARCHITECTURAL SERVICE	6,225	
	<u>870-888-55808</u>	GENERAL ADMINISTRATION	6,875	
GRAND TOTAL DEADWOOD WSC				<u>170,265</u>
 HURRICANE GENERATORS				
REVENUES				
	<u>872-330-41260</u>	FEDERAL GRANT	34,528	
				<u>34,528</u>
 EXPENDITURES				
	<u>872-888-55321</u>	CONSTRUCTION GARY WSC	2,875	
	<u>872-888-55322</u>	CONSTRUCTION DWSC	31,653	
GRAND TOTAL HURRICANE GENERATORS				<u>34,528</u>



PANOLA COUNTY 2012 BUDGET AMENDMENT #3
January 23, 2012


ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
SHERIFF'S DEPT RENOVATION CONST FUND			
REVENUES			
	CASH BALANCE	<u>300</u>	300
EXPENDITURES			
<u>900-590-55450</u>	TRANSFER TO LIB RELOCATION CONST FUND	<u>300</u>	300
GRAND TOTAL SHERIFF'S DEPT RENOVATION CONST FUND			<u><u>300</u></u>
LIBRARY RELOCATION CONSTRUCTION FUND			
REVENUE			
	TRANSFER FROM SHERIFF'S DEPT RENOVATION CONST FUND	<u>300</u>	300
EXPENDITURES			
<u>910-650-59640</u>	VIDEO TECHNOLOGY TELEPHONE & EQUIP	<u>300</u>	300
GRAND TOTAL LIBRARY RELOCATION CONSTRUCTION FUND			<u><u>300</u></u>

PANOLA COUNTY
2012
BUDGET AMENDMENT #3

We hereby amend the Panola County Budget for the Fiscal Year 2012 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2012.

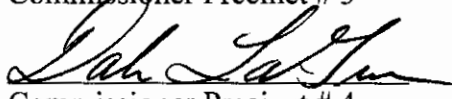
Signed on this 23rd day of January, 2012.


County Judge

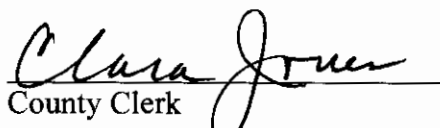

Commissioner Precinct # 1


Commissioner Precinct # 2


Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 23rd day of January, 2012 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



Jennifer Stacy

From: Bryan Wilson [Bryan.Wilson@txcourts.gov]
Sent: Thursday, January 12, 2012 8:57 AM
To: sidney.burns@co.panola.tx.us
Subject: FY2012 Formula Grant Award - Financial Officer Copy



Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Ap

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
The Honorable Roberto Alonzo
The Honorable Alfonso Charles
The Honorable Pete Gallego
The Honorable Wallace B. Jefferson
The Honorable Sherry Radack
The Honorable Jeff Wentworth
The Honorable John Whitmire

Members Appointed by Governor:
The Honorable Jon Burrows
Mr. Knox Fitzpatrick
Mr. Anthony Odiorne
The Honorable B. Glen Whitley

Executive Director:
James D. Bethke

Dear Judge Anderson:
Via EMail: david.anderson@co.panola.tx.us

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Panola County a formula grant estimated to be \$15,152. The ***Statement of Grant Award FY2012 Formula Grant*** is attached. Please have the person designated by your FY12 Formula Grant commissioners' court resolution sign the Statement of Grant Award and return it via scan and e-mail to bryan.wilson@txcourts.gov or fax to (512) 463-5724. You do not need to mail the original.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I congratulate Panola County for its efforts and achievements in these areas. If you have any questions or need clarification on the information contained in this letter, please call Bryan Wilson, Grants Administrator at the Commission office, toll free in Texas at (866) 499-0656.

Sincerely,
Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

COPY TO FINANCIAL OFFICER

Texas Indigent Defense Commission

205 West 14th Street, Suite 700 Austin, Texas 78701 www.txcourts.gov/tidc
Mail: P.O. Box 12066, Austin, TX 78711-2066 Phone: 512.936.6994 Fax: 512.463.5724

VOL.

78 PAGE

377

Texas Indigent Defense Commission
Statement of Grant Award
FY2012 Formula Grant


Grant Number: 212-12-183
Grantee Name: Panola County
Program Title: Formula Grant Program
Grant Period: 10/01/2011-9/30/2012
Grant Award Amount: The sum of \$5000.00 and 0.094617% of the remaining funds budgeted for FY12 formula grants by the Commission. Based on the initial funds budgeted, this amount is estimated to be **\$15,152**.

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **February 5, 2012**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 12, 2011, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:


Signature of Authorized Official

David L. Anderson, County Judge
Name & Title (must print or type)

1-23-12
Date

COPY TO FINANCIAL OFFICER

AT 9:55 O'CLOCK A M

FEB 22 2012

VOL. 78 PAGE 379

Liberty
MutualCLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Clara Jones DEPUTY

OFFICIAL BOND AND OATH

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154Bond Number: **32S356175**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, IVAN TATUM, of 801 S. ADAMS CARTHAGE, TX
75633 as Principal, and, AMERICAN STATES INSURANCE COMPANY
 a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the SHERIFF OF PANOLA COUNTY
 and/or his/her successors in the
 penal sum of Two Thousand Dollars And Zero Cents (\$ 2,000.00),
 for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
 presents.

SIGNED, SEALED and DATED this 6th day of January, 2012

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 1ST day of JANUARY, 2012, duly APPOINTED
 (elected/appointed) to the office of RESERVE DEPUTY in and for
PANOLA County in the State of Texas, for a term commencing on the 1st day of January,
2012 and ending January 1, 2013

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer,
 and shall (conditions)

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
 this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
 bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
 not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

IVAN TATUM

BY: Ivan Tatum

Principal

AMERICAN STATES INSURANCE COMPANY

Surety

Countersigned

BY: _____

Texas Resident Agent

BY: Scott ThomasAttorney-in-Fact SCOTT THOMAS

THE STATE OF TEXAS

County of Panola) ssBefore me, LeeAnn Jones, on this day, personally appeared, IVAN TATUM

, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to

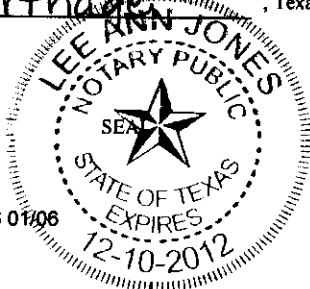
me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at

Carthage, Texas, this the January day of 2012
LeeAnn Jones
Panola

Notary Public

County, Texas

S-6831/AS 01/06



OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

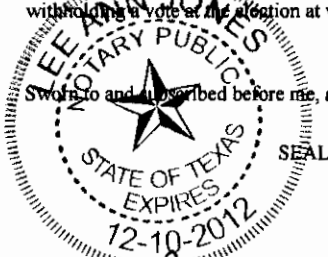
SEAL

Notary Public

_____, County, Texas

OATH OF OFFICE
(GENERAL)

I, Ivan Tatum, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Reserve Deputy Sheriff of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Ivan TatumSworn to and subscribed before me, at, Carthage Texas, this _____ day of January 2012.

Lee Ann Jones
Notary Public
Panola County, Texas

THE STATE OF TEXAS

County of Panola } ss

The foregoing bond of Ivan Tatum as Reserve Deputy Sheriff in and for Panola County and State of Texas, this day approved in open Commissioner's Court.

A TEST:

Clara Jones ClerkCounty Court Panola County

Date: 01-23-12
David P. [Signature] County Judge,
Panola County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond of _____ the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office on _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____ at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy

_____, Clerk
County Court _____ County

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may call Liberty Mutual Surety's toll-free telephone number for information or to make a complaint at:

1-888-844-2663

3 You may also write to Liberty Mutual Surety at:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

5 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar gratis a Liberty Mutual Surety's para obtener información o para registrar una queja al número

1-888-844-2663

Usted también puede escribir a Liberty Mutual Surety:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

ACKNOWLEDGMENT BY SURETY

STATE OF Texas
County of Panola } ss.

On this 18 day of January, 2012, before me personally
appeared SCOTT THOMAS, known to, me to be the Attorney-in-Fact of
AMERICAN STATES INSURANCE COMPANY

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Lee Ann Jones
Notary Public in the State of Texas
County of Panola

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that American States Insurance Company, an Indiana corporation, does hereby appoint

***** SCOTT THOMAS *****

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:

Surety Bond Number: **32S356175**

Principal: **IVAN TATUM**

Bond Amount: Two Thousand Dollars And Zero Cents

DOLLARS (\$ 2,000.00)

and to bind AMERICAN STATES INSURANCE COMPANY thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Gregory W. Davenport, Vice President of American States Insurance Company, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Seattle, Washington this 12th day of July, 2011.



AMERICAN STATES INSURANCE COMPANY

By

Gregory W. Davenport
Gregory W. Davenport, Vice President

STATE OF WASHINGTON
COUNTY OF KING ss

On this 12th day of July, 2011, before me, a Notary Public, personally came Gregory W. Davenport, to me known and acknowledged that he is a Vice President; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of American States Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By

KD Riley
KD Riley, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of January, 2012.



By

David M. Carey
David M. Carey, Assistant Secretary



**QUOTE & ISSUE
BOND TRANSACTION RECEIPT**

VOL. 78 PAGE 385

BOND NUMBER
32S356175
AGENCY NUMBER
37-0045

PREPARER

NAME	PHONE NUMBER		
THE PATTERSON AGENCY	(903) 693-3831		
ADDRESS	CITY	STATE	ZIP CODE
PO BOX 430 CARTHAGE, TX 75633-0430			

APPLICANT

NAME	PHONE NUMBER		
IVAN TATUM			
ADDRESS	CITY	STATE	ZIP CODE
801 S. ADAMS APT 83 CARTHAGE, TX 75633			

APPLICANT BILLING ADDRESS

NAME	PHONE NUMBER		
PANOLA COUNTY COURTHOUSE			
ADDRESS	CITY	STATE	ZIP CODE
COUNTY AUDITORS OFFICEROOM 213A CARTHAGE, TX 75633			

BOND

DESCRIPTION OF BOND	BOND TYPE	CLASS CODE	
RESERVE DEPUTY	Official Bonds	119	
BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE	TERM
\$ 2,000.00	January 1, 2012	January 1, 2013	N/A

OBLIGEE

NAME			
SHERIFF OF PANOLA COUNTY			
ADDRESS	CITY	STATE	ZIP CODE
PANOLA COUNTY COURTHOUSE COUNTY AUDITOR RM 213A CARTHAGE, TX 75633			

BONDING COMPANY

BONDING COMPANY NAME
AMERICAN STATES INSURANCE COMPANY

DOCUMENTS

BOND SIGNED BY	BOND DOCUMENTS COMPLETED BY	CREATION DATE
SCOTT THOMAS - Attorney-in-Fact	CARRIE THOMAS	1/6/2012

PAYMENT INFORMATION*

TOTAL TERM PREMIUM	TAXES AND FEES	
\$ 100.00	\$.00	
TOTAL AMOUNT DUE	PAYMENT METHOD	
\$ 100.00	Direct Bill	

* Although this is a direct billed bond, per your Liberty Mutual agency agreement it is the agency's responsibility to ensure payment in full is received for new business. Payment must be received within fifty-five days from the date the bond was issued. If payment is not received, the full premium due will be deducted from your Liberty Mutual commission.

Bond holders may request specific changes to their bond(s) by visiting www.safeco.com

Agent bond(s) changes are available through www.safecnow.com/surety

MAIL PAYMENT TO:
Liberty Mutual Insurance Company, Surety Direct Bill
PO Box 11223
Tacoma, WA 98411-0223

310 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663
Fax: (866) 547-4883
Email: bonds@libertymutual.com

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-23-2012

David L. Anderson
David L. Anderson,
County Judge

NAME:

Bonnie LaGrone

POSITION:

Commissioner Pct. #1

DEPARTMENT:

DATE:

1-9-2012

CONFERENCE:

Annual Commissioners Continuing Education

LOCATION:

College Station, TX.

DATES:

2-6-12 to 2-9-12

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?

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.)

Satisfies the requirements of the state for
hours of continuing education for Commissioners.

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

APPROVED

01-23-2012

David L. Anderson
David L. Anderson,
County Judge

NAME:

John W. Grubberg

POSITION:

Commissioner Dist. #2

DEPARTMENT:

DATE:

1-9-2012

CONFERENCE:

Annual Commissioners Continuing Education

LOCATION:

College Station, TX.

DATES:

2-6-12 to 2-9-12NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4Does 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? 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.)

Satisfies the requirements of the state for
hours of continuing education for Commissioners.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-23-2012

David L. Anderson
David L. Anderson,
County Judge

NAME:

Herman Reed, Jr.

POSITION:

Commissioner Pct. #3

DEPARTMENT:

DATE:

1-9-2012

CONFERENCE:

Annual Commissioners Continuing Education

LOCATION:

College Station, TX.

DATES:

2-6-12 to 2-9-12

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?

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.)

Satisfies the requirements of the state for
hours of Continuing Education for Commissioners.

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

APPROVED

01-23-2012

David L. Anderson
David L. Anderson,
County Judge

NAME:

Dale LaGrone

POSITION:

Commissioner, Pct. #4

DEPARTMENT:

1-9-2012

DATE:

CONFERENCE:

Annual Commissioners Continuing Education

LOCATION:

College Station, TX.

DATES:

2-6-12 to 2-9-12

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?

None

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

Yes

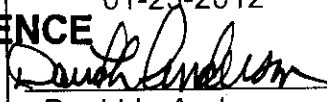
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back, if necessary.)

Satisfies the requirements of the state for
hours of Continuing Education for Commissioners.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County JudgeNAME: David BoltonPOSITION: Detection OfficerDEPARTMENT: SheriffDATE: 1/9/12CONFERENCE: Texas Jail ConferenceLOCATION: Austin, TXDATES: May 13 to May 18NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 40 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.)

Inservice Training

VOL. 78 PAGE 391
PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012

David L. Anderson
David L. Anderson,
County Judge

NAME: Tina McMullen

POSITION: SST

DEPARTMENT: Sheriff

DATE: 1/9/12

CONFERENCE: Texas Jail Conference

LOCATION: Austin, TX

DATES: May 13 to May 16

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? 40 hrs

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

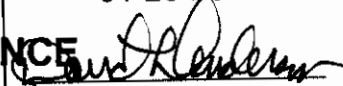
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Inservice Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County Judge

NAME:

Tina McMillan

POSITION:

Sgt.

DEPARTMENT:

Sheriff

DATE:

1/9/12

CONFERENCE:

Tyler Tech Training Conf.

LOCATION:

Grapevine, Tx

DATES:

April 10 to April 13NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? None

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

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

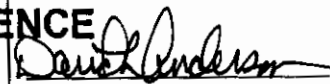
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Odyssey Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County JudgeNAME: Jack ElliottPOSITION: SheriffDEPARTMENT: SheriffDATE: 1/9/12CONFERENCE: Texas Jail ConferenceLOCATION: Austin, TXDATES: May 13 to May 18NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 40 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

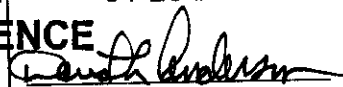
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Inservice Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County Judge

NAME:

Travis Curry

POSITION:

Detention Office

DEPARTMENT:

Sheriff

DATE:

1/9/12

CONFERENCE:

Texas Jail Conference

LOCATION:

Austin, TX

DATES:

May 13

to

May 18NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 40 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

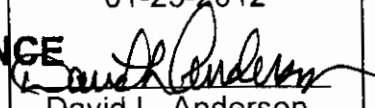
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Inservice Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County JudgeNAME: Brenda JacksonPOSITION: Detention DeputyDEPARTMENT: SheriffDATE: 1/10/12CONFERENCE: Basic Civil ProcessLOCATION: Kilgore, TxDATES: 2/6 to 2/8NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 24 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

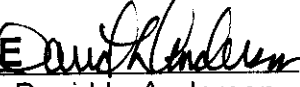
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Inservice Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County Judge

NAME:

Shakimi Manning

POSITION:

Detection Officer

DEPARTMENT:

Sheriff

DATE:

1/10/12

CONFERENCE:

Texas Jail Conference

LOCATION:

Austin, TX

DATES:

May 13 to May 18NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 40 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

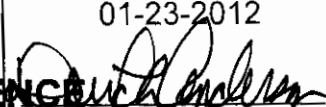
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Inservice Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County Judge

NAME:

Cheyenne Lampley

POSITION:

EA/VR

DEPARTMENT:

Voter

DATE:

1-12-12

CONFERENCE:

NETAEA Meeting

LOCATION:

Longview

DATES:

3/1/12

to 3/1/12

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1

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

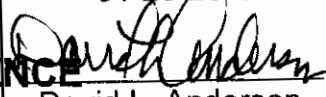
If not, how much of your requirements will be met by this conference? _____

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? 0Do 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.)

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

01-23-2012


David L. Anderson,
County Judge

NAME:

Loretta Mason

POSITION:

Dep. EA/VR

DEPARTMENT:

Voter

DATE:

1-12-12

CONFERENCE:

NETAEA Meeting

LOCATION:

Longview

DATES:

3/1/12 to 3/1/12

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1Does 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? 0

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.)

ACTION ITEMS

COMMISSIONERS' COURT
PC POOLAccounts Payable Report
JANUARY 23, 2012

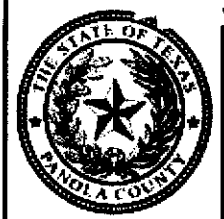
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: A T & T (BASE RATES)					
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-457-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-426-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-450-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-570-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-665-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-S10-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-435-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-499-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-403-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-495-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-560-54200		194.70
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-407-54200		121.90
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-497-54200		32.45
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-409-54200		1,888.40
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-575-54200		97.01
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-499-54200		59.99
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-491-54200		64.90
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 300-629-54430		73.68
A T & T (BASE RATES)	JAN 5, 2012	01/18/2012	JAN 5, 2012 ACCT#903 693-030 100-455-54200		64.90
Vendor A T & T (BASE RATES) Total:					2,922.43
Vendor: A T & T					
A T & T	01.05.12	01/05/2012	P O #54527, JAN 5-FEB 4, 2012 300-629-54430		129.12
Vendor A T & T Total:					129.12
Vendor: ABC AUTO					
ABC AUTO	14-722725	01/02/2012	LOC 37418 MED. STRENGTH 100-570-54570		6.03
ABC AUTO	14-723234	01/07/2012	6 AMP AUTOMATIC, 2A INTELLI 100-560-54540		93.59
ABC AUTO	14-723247	01/07/2012	BATTERY,D PLUG, DF CHUCKS A 100-560-54540		113.75
Vendor ABC AUTO Total:					213.37
Vendor: ADVANCED PEST TECHNOLOGY					
ADVANCED PEST TECHNOLOGY	JAN 2012	01/06/2012	JAN 2012 PEST SERVICE 100-510-54150		500.00
Vendor ADVANCED PEST TECHNOLOGY Total:					500.00
Vendor: AFFILIATED COMPUTER SERVICES					
AFFILIATED COMPUTER SERVIC	728120	11/17/2011	ORR PANOLA CNTY INDEX/IMA 100-403-54150		712.07
Vendor AFFILIATED COMPUTER SERVICES Total:					712.07
Vendor: AFFILIATED COMPUTER SERVICES					
AFFILIATED COMPUTER SERVIC	739576	12/20/2011	CUST. #289579, FULL SERV. INC 170-670-54360		2,150.00
AFFILIATED COMPUTER SERVIC	739576	12/20/2011	CUST. #289579, FULL SERV. INC 100-403-54360		4,817.63
AFFILIATED COMPUTER SERVIC	INT REB. 739576	12/30/2011	CUST.#289579, INTERNET REBA 100-340-44000		-1,416.00
Vendor AFFILIATED COMPUTER SERVICES Total:					5,551.63
Vendor: AMERICAN TIRE DIST. (R&B)					
AMERICAN TIRE DIST. (R&B)	5020887290	01/05/2012	P O #54291, 8 LT235/80R17 TIR 200-621-53560		907.28
AMERICAN TIRE DIST. (R&B)	5020904746	01/05/2012	P O #54290, 4 10.00-16/8TT TIF 200-621-53560		772.68
AMERICAN TIRE DIST. (R&B)	5020906269	01/05/2012	P O #54290, 1 16-9-34/6TT TIR 200-621-53560		793.28
Vendor AMERICAN TIRE DIST. (R&B) Total:					2,473.24
Vendor: ARTHUR ANDREW BARNETT					
ARTHUR ANDREW BARNETT	486958	12/30/2011	DEC 2011 TRASH TRAILER RENT 100-407-54610		240.00
Vendor ARTHUR ANDREW BARNETT Total:					240.00
Vendor: AUTO EXPRESS LUBE					
AUTO EXPRESS LUBE	035199	12/16/2011	VEHICLE MAINTENANCE 100-560-54540		36.24
AUTO EXPRESS LUBE	035242	01/05/2012	VEHICLE MAINTENANCE 100-560-54540		46.50
AUTO EXPRESS LUBE	035263	01/09/2012	INSPECTION 100-560-54540		14.50



**COMMISSIONERS' COURT
PC POOL**

VOL. 78 PAGE 401
Accounts Payable Report
JANUARY 23, 2012

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
AUTO EXPRESS LUBE	035264	01/09/2012	VEHICLE MAINTENANCE	100-560-54540	46.50
Vendor AUTO EXPRESS LUBE Total:					143.74
Vendor: BAXTER SALES CO INC.					
BAXTER SALES CO INC.	143592-2	01/04/2012	WINDEX	100-510-53350	85.19
Vendor BAXTER SALES CO INC. Total:					85.19
Vendor: BECKVILLE INDEPENDENT SHCOOL DISTRICT					
BECKVILLE INDEPENDENT SHCO	CMC-11-35345	01/18/2012	CMC-11-35345, SCHOOL PORTIO	100-20232	40.00
BECKVILLE INDEPENDENT SHCO	CMC-11-35349	01/17/2012	CMC-11-35349, SCHOOL PORTIO	100-20232	44.00
BECKVILLE INDEPENDENT SHCO	JAN 11, 2012	01/11/2012	SCHOOL PORTION OF TRUANCY	100-20232	44.00
BECKVILLE INDEPENDENT SHCO	JAN. 11, 2012	01/11/2012	SCHOOL PORTION OF TRUANCY	100-20232	40.00
BECKVILLE INDEPENDENT SHCO	JCR-11-35344	01/17/2012	JCR-11-35344, SCHOOL PORTIO	100-20232	44.00
Vendor BECKVILLE INDEPENDENT SHCOOL DISTRICT Total:					212.00
Vendor: CAIN HARDWARE & LUMBER					
CAIN HARDWARE & LUMBER	00518833	01/03/2012	TULIP ENT. LOCK, SCREWDRIVE	100-407-53100	14.73
CAIN HARDWARE & LUMBER	00518934	01/04/2012	TOWER HEATER	300-629-53560	53.99
CAIN HARDWARE & LUMBER	00519486	01/11/2012	P O #54344, MISC. ITEMS	200-623-53560	33.63
CAIN HARDWARE & LUMBER	00519503	01/11/2012	P O #54298 MISC. SUPPLIES	200-621-53560	47.47
CAIN HARDWARE & LUMBER	00519505	01/11/2012	P O #54437, 4 #2 WOLAMNIZE	200-622-53560	36.32
Vendor CAIN HARDWARE & LUMBER Total:					186.14
Vendor: CAR-TEX TRAILER COMPANY, INC.					
CAR-TEX TRAILER COMPANY, II	129584	01/11/2012	P O #54299, 3 5/8" D RINGS	200-621-53560	29.85
Vendor CAR-TEX TRAILER COMPANY, INC. Total:					29.85
Vendor: CARTHAGE DISCOUNT TIRE AND BRAKE					
CARTHAGE DISCOUNT TIRE AN	1-19372	01/05/2012	TIRE ROTATE/BAL. BATTERY,FE	100-560-54540	272.05
Vendor CARTHAGE DISCOUNT TIRE AND BRAKE Total:					272.05
Vendor: CARTHAGE INDEPENDENT SCHOOL DISTRICT					
CARTHAGE INDEPENDENT SCH	CMC-11-35262	01/17/2012	CMC-11-35262, SCHOOL PORTIO	100-20232	40.00
CARTHAGE INDEPENDENT SCH	JCR-11-35261	01/17/2012	JCR-11-35261, SCHOOL PORTIO	100-20232	44.00
Vendor CARTHAGE INDEPENDENT SCHOOL DISTRICT Total:					84.00
Vendor: CASSITY JONES HARDWARE					
CASSITY JONES HARDWARE	03250695	01/03/2012	MISC. ITEMS	100-560-53560	222.68
CASSITY JONES HARDWARE	03250697	01/03/2012	NUTS/BOLTS/SCREWS	100-560-53560	20.99
CASSITY JONES HARDWARE	03250701	01/03/2012	NUTS/BOLTS/SCREWS	100-560-53560	4.99
Vendor CASSITY JONES HARDWARE Total:					248.66
Vendor: CHRIS ERVIN					
CHRIS ERVIN	2005-C-0027CCL(2C	01/05/2012	2005-C-0027CCL(2012), TX V M	100-646-54890	450.00
CHRIS ERVIN	2005-C-0028CCL(2C	01/05/2012	2005-C-0028CCL(2012), TX V M	100-646-54890	450.00
Vendor CHRIS ERVIN Total:					900.00
Vendor: COREY BANKHEAD					
COREY BANKHEAD	2005-C-0177DC	12/28/2011	2005-C-0177DC, TX V JOHN H C	100-646-54890	450.00
COREY BANKHEAD	2009-C-0092DC	12/29/2011	2009-C-0092DC, TX V CURTIS BI	100-646-54890	450.00
COREY BANKHEAD	2009-C-0093DC	12/29/2011	2009-C-0093DC, TX V CURTIS BI	100-646-54890	450.00
COREY BANKHEAD	2009-C-032CCL	12/29/2011	2009-C-032CCL, TX V CURTIS BL	100-646-54890	225.00
COREY BANKHEAD	2009-C-180CCL	12/29/2011	2009-C-180CCL, TX V CURTIS BL	100-646-54890	225.00
COREY BANKHEAD	2009-C-181CCL	12/29/2011	2009-C-181CCL, TX V CURTIS BL	100-646-54890	225.00
COREY BANKHEAD	2009-C-182CCL	12/29/2011	2009-C-182CCL, TX V CURTIS BL	100-646-54890	225.00
COREY BANKHEAD	2010-C-0214DC	12/15/2011	2010-C-0214DC, TX V CORINTH	100-646-54890	450.00
COREY BANKHEAD	2011-C-0095DC	12/29/2011	2011-C-0095DC, TX V CURTIS BI	100-646-54890	450.00
COREY BANKHEAD	2011-C-0096DC	12/29/2011	2011-C-0096DC, TX V CURTIS BI	100-646-54890	450.00
COREY BANKHEAD	2011-C-107CCL	12/29/2011	2011-C-107CCL, TX V CURTIS BL	100-646-54890	450.00
COREY BANKHEAD	22870CCL	12/28/2011	22870CCL, TX V JOHN HENRY CI	100-646-54890	450.00
COREY BANKHEAD	26896-C-CCL	01/05/2012	26896-C-CCL, TX V CURTIS BLAC	100-646-54890	450.00



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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
COREY BANKHEAD	26897-C-CCL	01/05/2012	26897-C-CCL, TX V CURTIS BLAC	100-646-54890	450.00
Vendor COREY BANKHEAD Total:					5,400.00
Vendor: CTAT					
CTAT	2012	01/12/2012	2012 DUES	100-497-54270	150.00
Vendor CTAT Total:					150.00
Vendor: DAVID A. LEWEIN					
DAVID A. LEWEIN	JAN 4, 2012	01/04/2012	REFUND FOR OVERPAYMENT O	100-20232	27.00
Vendor DAVID A. LEWEIN Total:					27.00
Vendor: DAVID BROOKS					
DAVID BROOKS	DEC 2011	12/29/2011	LEGAL CONSL. SERVICES DEC 20	100-477-54150	100.00
Vendor DAVID BROOKS Total:					100.00
Vendor: DEBBIE'S BEST WATER STORE					
DEBBIE'S BEST WATER STORE	501015	01/02/2012	JAN 2012 COOLER RENTAL	100-407-54610	23.25
DEBBIE'S BEST WATER STORE	501033	01/06/2012	JAN 2012 COOLER RENTAL	100-570-54082	123.25
Vendor DEBBIE'S BEST WATER STORE Total:					146.50
Vendor: DEEP EAST TEXAS COUNTY COMMISSIONERS & COUNTY JUDG					
DEEP EAST TEXAS COUNTY COI	2012	01/12/2012	2012 DUES	100-400-54270	25.00
DEEP EAST TEXAS COUNTY COI	2012	01/12/2012	2012 DUES	100-401-54270	100.00
Vendor DEEP EAST TEXAS COUNTY COMMISSIONERS & COUNTY JUDG Total:					125.00
Vendor: DISH NETWORK					
DISH NETWORK	JAN 4, 2012	01/20/2012	MONTHLY WEATHER SATELLITE	100-407-54200	89.99
Vendor DISH NETWORK Total:					89.99
Vendor: DOGGETT MACHINERY SERVICES					
DOGGETT MACHINERY SERVIC	K35131	01/04/2012	P O #54336, WINDOW PANE,FL	200-623-53570	336.40
DOGGETT MACHINERY SERVIC	K35154	01/05/2012	P O #54387, CUTTING EDGE, PL	200-624-53560	257.74
Vendor DOGGETT MACHINERY SERVICES Total:					594.14
Vendor: DSHS					
DSHS	DEC 2011	12/30/2011	FLU SHOTS FOR 22 EMPLOYEES	100-409-54490	440.00
Vendor DSHS Total:					440.00
Vendor: EAST TEXAS JPCA					
EAST TEXAS JPCA	2012	01/12/2012	2012 MEMBERSHIP APPLICATIC	100-581-54270	75.00
Vendor EAST TEXAS JPCA Total:					75.00
Vendor: EAST TEXAS TRUCK ALIGNMENT LLC					
EAST TEXAS TRUCK ALIGNMEN	1809	01/10/2012	P O #54394, ONE END ALIGNMI	200-624-53570	255.00
Vendor EAST TEXAS TRUCK ALIGNMENT LLC Total:					255.00
Vendor: ETCN					
ETCN	162458-1211	12/30/2011	DEC 2011 CLASSIFIED AD	100-409-54300	34.00
Vendor ETCN Total:					34.00
Vendor: ETMC CARTHAGE					
ETMC CARTHAGE	CONWAYJOHN	01/04/2012	JOHN CONWAY PHYSICAL DOB	300-629-54490	50.00
Vendor ETMC CARTHAGE Total:					50.00
Vendor: FAIRWAY FORD					
FAIRWAY FORD	115074	01/05/2012	2005 FORD F-150 REPAIRS	100-585-54540	622.27
Vendor FAIRWAY FORD Total:					622.27
Vendor: FASTENAL COMPANY					
FASTENAL COMPANY	TXCAT5409	01/05/2012	P O #54293, CHAIN, CLAMPS, C	200-621-53560	337.19
Vendor FASTENAL COMPANY Total:					337.19
Vendor: GALLS, AN ARAMARK COMPANY					
GALLS, AN ARAMARK COMPAN	1687385	12/16/2011	ACCT#5253012, MISC. ITEMS	100-580-54990	192.49
GALLS, AN ARAMARK COMPAN	1687385	12/16/2011	ACCT#5253012, MISC. ITEMS	100-580-55270	1,795.27



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Vendor GALLS, AN ARAMARK COMPANY Total:					1,987.76
Vendor: GLORIA R. PORTMAN					
GLORIA R. PORTMAN	2012	01/07/2012	REIMBURSEMENT FOR REAM O 100-497-53100		8.87
Vendor GLORIA R. PORTMAN Total:					8.87
Vendor: GREGG COUNTY CLERK					
GREGG COUNTY CLERK	2011-0209-M	12/30/2011	2011-0209-M, AMIE COON, MEI 100-646-540S1		404.00
Vendor GREGG COUNTY CLERK Total:					404.00
Vendor: H & W PETROLEUM COMPANY, INC.					
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	200-624-53560	9,042.37
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	100-560-54540	9,046.73
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	200-623-53560	321.65
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	200-621-53560	13.55
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	820-480-54540	159.13
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	300-629-53560	270.86
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	200-624-53560	260.71
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	100-581-54540	931.09
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	200-622-53560	602.66
H & W PETROLEUM COMPANY	00233808	01/05/2012	FUEL PURCHASE 1/5/12	100-585-54540	321.65
Vendor H & W PETROLEUM COMPANY, INC. Total:					20,970.40
Vendor: HI-WAY EQUIPMENT COMPANY					
HI-WAY EQUIPMENT COMPAN	L60314	01/03/2012	P O #54288, BLADES,NUTS,BOL 200-621-53560		441.96
Vendor HI-WAY EQUIPMENT COMPANY Total:					441.96
Vendor: HOLIDAY INN EXPRESS CARTHAGE TX					
HOLIDAY INN EXPRESS CARTHAGE	DISTRICT ATTORNE	01/20/2012	TWO ROOMS ONE NIGHT-AG O 100-477-54990		224.70
Vendor HOLIDAY INN EXPRESS CARTHAGE TX Total:					224.70
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOLUT	55732	01/12/2012	JANUARY 2012 PROF. SERVICES 883-648-54600		1,398.00
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,398.00
Vendor: INTERSTATE BRANDS CORP.					
INTERSTATE BRANDS CORP.	474405003610	01/03/2012	BREAD FOR JAIL	100-570-54082	16.12
INTERSTATE BRANDS CORP.	474405006645	01/06/2012	BREAD FOR JAIL	100-570-54082	64.48
INTERSTATE BRANDS CORP.	474405010712	01/10/2012	BREAD FOR JAIL	100-570-54082	72.54
INTERSTATE BRANDS CORP.	474405354422	12/20/2011	BREAD FOR JAIL	100-570-54082	43.28
INTERSTATE BRANDS CORP.	474405357459	12/23/2011	BREAD FOR JAIL	100-570-54082	99.86
INTERSTATE BRANDS CORP.	474405362515	12/28/2011	BREAD FOR JAIL	100-570-54082	81.94
INTERSTATE BRANDS CORP.	474405364543	12/30/2011	BREAD FOR JAIL	100-570-54082	48.65
Vendor INTERSTATE BRANDS CORP. Total:					426.87
Vendor: JAMES PUBLISHING INC					
JAMES PUBLISHING INC	2921627	11/09/2011	REV 12 NOV 2011 TX CRIM. JUR 100-426-54990		43.97
JAMES PUBLISHING INC	2921627	11/09/2011	REV 12 NOV 2011 TX CRIM. JUR 100-435-54990		43.97
Vendor JAMES PUBLISHING INC Total:					87.94
Vendor: JASON PHILLIPS MDPA					
JASON PHILLIPS MDPA	1550	12/23/2011	JACKIE DOWNING	100-570-54050	105.00
JASON PHILLIPS MDPA	1551	12/23/2011	TIMOTHY BROWN	100-570-54050	105.00
JASON PHILLIPS MDPA	1552	12/23/2011	TERI COTTON	100-570-54050	105.00
JASON PHILLIPS MDPA	1553	12/23/2011	JOHN HOWELL	100-570-54050	105.00
JASON PHILLIPS MDPA	1554	12/23/2011	BRANDY KINSEY	100-570-54050	105.00
JASON PHILLIPS MDPA	1555	12/23/2011	JUAN TREVINO	100-570-54050	105.00
Vendor JASON PHILLIPS MDPA Total:					630.00
Vendor: JEFF IVY					
JEFF IVY	01.06.12	01/06/2012	TRAVEL REIMB. FOR SCHOOL IN 100-560-54270		17.97
Vendor JEFF IVY Total:					17.97



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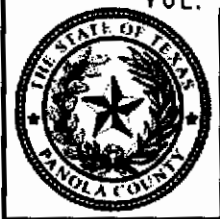
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: JOHN F. NIELSEN, M.D.					
JOHN F. NIELSEN, M.D.	DEC 2011	12/30/2011	DEC 2011 PHYSICALS	100-409-54490	435.00
JOHN F. NIELSEN, M.D.	JAN 2012	01/04/2012	PHYSICAL FOR BOBBIE DAVIS	100-409-54490	75.00
Vendor JOHN F. NIELSEN, M.D. Total:					510.00
Vendor: JUST IN TIME SANITATION SERVICES					
JUST IN TIME SANITATION SER	41117	12/31/2011	2 PORTABLE TOILET RENTALS- L	100-407-54610	140.00
JUST IN TIME SANITATION SER	41120	12/31/2011	PORTABLE TOILET RENTAL DEC.	200-621-54610	75.00
Vendor JUST IN TIME SANITATION SERVICES Total:					215.00
Vendor: JUSTICES OF THE PEACE & CONSTABLES ASSOC. OF TEXAS					
JUSTICES OF THE PEACE & CON	2012	01/12/2012	MEMBERSHIP RENEWAL 2012	100-457-54270	60.00
Vendor JUSTICES OF THE PEACE & CONSTABLES ASSOC. OF TEXAS Total:					60.00
Vendor: KASI STRAIN, CSR, RPR					
KASI STRAIN, CSR, RPR	178	01/11/2012	SUB. COURT REPORTER 1/6/20:	100-435-54160	175.00
Vendor KASI STRAIN, CSR, RPR Total:					175.00
Vendor: KATIE NIELSEN					
KATIE NIELSEN	2004-C-137DC	01/03/2012	2004-C-137DC, TX V WALTER KI	100-646-54890	450.00
KATIE NIELSEN	2004-C-138DC	01/03/2012	2004-C-138DC, TX V WALTER KI	100-646-54890	450.00
Vendor KATIE NIELSEN Total:					900.00
Vendor: KEN HILL					
KEN HILL	197960	01/04/2012	REIMB. FOR TIRE ROTATION AN	100-477-54990	30.00
Vendor KEN HILL Total:					30.00
Vendor: KEN TURNER PHARMACY -R&B					
KEN TURNER PHARMACY -R&B	1-052522	01/11/2012	P O #54395, STREAMLIGHT	200-624-53560	99.00
Vendor KEN TURNER PHARMACY -R&B Total:					99.00
Vendor: KIMBERLEY M. MILLER					
KIMBERLEY M. MILLER	2006-C-0070CCL	12/28/2011	2006-C-0070CCL, TX V TERRI CC	100-646-54890	450.00
KIMBERLEY M. MILLER	2010-C-0096CCL(1-	12/30/2011	2010-C-0096CCL(1-13-12), TX V	100-646-54890	275.00
KIMBERLEY M. MILLER	2010-C-0097CCL(1-	12/30/2011	2010-C-0097CCL(1-13-12), TX V	100-646-54890	275.00
KIMBERLEY M. MILLER	2011-C-0009DC	01/04/2012	2011-C-0009DC, TX V NATHAN	100-646-54890	450.00
KIMBERLEY M. MILLER	2011-C-0259(1-13-	12/30/2011	2011-C-0259(1-13-12), TX V RIC	100-646-54890	183.33
KIMBERLEY M. MILLER	2011-C-0260(1-13-	12/30/2011	2011-C-0260(1-13-12), TX V RIC	100-646-54890	183.33
KIMBERLEY M. MILLER	2011-C-0261(1-13-	12/30/2011	2011-C-0261(1-13-12), TX V RIC	100-646-54890	183.34
KIMBERLEY M. MILLER	2011-C-0300CCL(1-	12/30/2011	2011-C-0300CCL(1-13-12), TX V	100-646-54890	275.00
KIMBERLEY M. MILLER	26970-C (1-13-12)	12/30/2011	26970-C (1-13-12), TX V PHILLIF	100-646-54890	275.00
Vendor KIMBERLEY M. MILLER Total:					2,550.00
Vendor: LAGRONE AIR CONDITIONING					
LAGRONE AIR CONDITIONING	15809	01/06/2012	P O #54519 - SERVICE CALL	300-629-53570	90.00
Vendor LAGRONE AIR CONDITIONING Total:					90.00
Vendor: LAURA M. CARPENTER					
LAURA M. CARPENTER	1988-144PCRCCL	12/03/2011	1988-144PCRCCL, TX V ITO K PE	100-646-54890	150.00
LAURA M. CARPENTER	1999-C-089CCL	12/28/2011	1999-C-089CCL, TX V TIMOTHY	100-646-54890	500.00
LAURA M. CARPENTER	2000-C-012CCL	12/28/2011	2000-C-012CCL, TX V TIMOTHY	100-646-54890	500.00
LAURA M. CARPENTER	2004-303-PCRCCL	01/03/2012	2004-303-PCRCCL, TX V ITO TH	100-646-54890	150.00
LAURA M. CARPENTER	2005-027CCL	01/03/2012	2005-027CCL, TX V ITO T JETER	100-646-54890	150.00
LAURA M. CARPENTER	2005-C-00387DC	12/20/2011	2005-C-00387DC, TX V DEAL W.	100-646-54890	333.34
LAURA M. CARPENTER	2005-C-0385DC	12/20/2011	2005-C-0385DC, TX V DEAN WA	100-646-54890	333.33
LAURA M. CARPENTER	2005-C-0386DC	12/20/2011	2005-C-0386DC, TX V DEAN WA	100-646-54890	333.33
LAURA M. CARPENTER	2006-C-520CCL	12/03/2011	2006-C-520CCL, TX V ITO K HOC	100-646-54890	150.00
LAURA M. CARPENTER	2010-012CCL	12/28/2011	2010-012CCL, TX V ITO MARSH	100-646-54890	1,631.25
LAURA M. CARPENTER	2010-076CCL	12/28/2011	2010-076CCL, TX V ITO BRAND	100-646-54890	1,181.25
LAURA M. CARPENTER	2010-099-CCL	12/28/2011	2010-099-CCL, TX V ITO STANF	100-646-54890	750.00
LAURA M. CARPENTER	2010-196CCL	12/28/2011	2010-196CCL, TX V ITO HANSEN	100-646-54890	787.50



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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LAURA M. CARPENTER	2010-449CCL	12/28/2011	2010-449CCL, TX V ITO SANCHE	100-646-54890	850.00
LAURA M. CARPENTER	2010-463CCL	12/28/2011	2010-463CCL, TX V ITO COLBER	100-646-54890	1,125.00
LAURA M. CARPENTER	2010-C-294CCL	01/03/2012	2010-C-294CCL, TX V CHRISTOP	100-646-54890	450.00
LAURA M. CARPENTER	2011-446CCL	12/28/2011	2011-446CCL, TX V ITO STANBE	100-646-54890	431.25
Vendor LAURA M. CARPENTER Total:					9,806.25
Vendor: LEGAL DIRECTORIES PUBLISHING CO., INC.					
LEGAL DIRECTORIES PUBLISHIN	2012	01/13/2012	2012 TEXAS LEGAL DIRECTORY	100-477-54990	82.50
Vendor LEGAL DIRECTORIES PUBLISHING CO., INC. Total:					82.50
Vendor: LEXISNEXIS RISK DATA MANAGEMENT, INC.					
LEXISNEXIS RISK DATA MANAG	1549905-20111231	12/01/2011	DECEMBER 2011	100-499-54150	155.00
Vendor LEXISNEXIS RISK DATA MANAGEMENT, INC. Total:					155.00
Vendor: LIBERTY MUTUAL					
LIBERTY MUTUAL	ODOMBRADY2012	01/03/2012	RENEWAL FOR BRADY ODOM	100-409-54120	100.00
LIBERTY MUTUAL	TATUMIVAN2012	01/10/2012	BOND#325356175-IVAN TATUM	100-409-54120	100.00
Vendor LIBERTY MUTUAL Total:					200.00
Vendor: MADISYN LANE					
MADISYN LANE	2082	12/30/2011	3 SHIRTS EMBROIDERED	100-560-53920	99.00
Vendor MADISYN LANE Total:					99.00
Vendor: MATHESON TRI-GAS, INC.					
MATHESON TRI-GAS, INC.	03810487	12/31/2011	P O #54522, CYLINDER RENTAL	300-629-53560	29.76
MATHESON TRI-GAS, INC.	03858528	01/03/2012	P O #54384, LUG/CABLE	200-624-53560	59.78
MATHESON TRI-GAS, INC.	03867583	01/05/2012	P O #54516, OXYGEN,HAZMAT,	300-629-53560	28.91
Vendor MATHESON TRI-GAS, INC. Total:					118.45
Vendor: MID SOUTH FIRE PROTECTION					
MID SOUTH FIRE PROTECTION	5601	12/28/2011	ANNUAL INSPECTION	100-510-54150	397.00
Vendor MID SOUTH FIRE PROTECTION Total:					397.00
Vendor: NETAEA					
NETAEA	2012	01/13/2012	2012 MEMBERSHIPS; C. LAMPL	100-491-54270	35.00
Vendor NETAEA Total:					35.00
Vendor: OLMSTED-KIRK PAPER COMPANY					
OLMSTED-KIRK PAPER COMPA	2799096	12/21/2011	MISC. SUPPLIES	100-570-53930	110.42
OLMSTED-KIRK PAPER COMPA	2799421	12/21/2011	MISC. SUPPLIES	100-570-53930	3,070.55
OLMSTED-KIRK PAPER COMPA	2799801	12/21/2011	MISC. SUPPLIES	100-570-53930	197.86
OLMSTED-KIRK PAPER COMPA	2799802	12/21/2011	12 NYLON FLAT FINISH MOPS	100-570-53930	316.80
OLMSTED-KIRK PAPER COMPA	2799803	12/21/2011	MISC. SUPPLIES	100-570-53930	120.00
OLMSTED-KIRK PAPER COMPA	2801724	12/28/2011	MISC. SUPPLIES	100-570-53930	1,045.00
OLMSTED-KIRK PAPER COMPA	2802230	12/28/2011	MISC. SUPPLIES	100-570-53930	371.57
OLMSTED-KIRK PAPER COMPA	2803208	12/29/2011	GLOVES	100-570-53930	453.20
OLMSTED-KIRK PAPER COMPA	2803209	12/29/2011	MISC. ITEMS	100-570-53930	12.29
OLMSTED-KIRK PAPER COMPA	2804320	01/04/2012	HAND SANITIZERS AND METAL	100-570-53930	391.60
OLMSTED-KIRK PAPER COMPA	2804919	01/04/2012	HAND SANITIZER	100-570-53930	97.00
OLMSTED-KIRK PAPER COMPA	CM INV#2803209	12/30/2011	CORRECTION TO INVOICE #280:	100-570-53930	-12.29
OLMSTED-KIRK PAPER COMPA	INV#2803209	12/30/2011	MISC. ITEMS	100-570-54990	1,493.30
Vendor OLMSTED-KIRK PAPER COMPANY Total:					7,667.30
Vendor: PANOLA COUNTY CHAMBER OF COMMERCE					
PANOLA COUNTY CHAMBER O	JAN 17, 2012	01/17/2012	CHAMBER OF COMMERCE ECOI	100-409-54070	14,000.00
Vendor PANOLA COUNTY CHAMBER OF COMMERCE Total:					14,000.00
Vendor: PANOLA COUNTY PLUMBING					
PANOLA COUNTY PLUMBING	5047	01/09/2012	SUPPLY HOUSE REPAIRS	100-570-54570	85.00
PANOLA COUNTY PLUMBING	5303	12/30/2011	SERVICE CALL FOR DRAIN PROB	100-570-54570	130.40
PANOLA COUNTY PLUMBING	5362	01/09/2012	TOILETS, LAVATORIES AND SHO	100-570-54570	527.46
PANOLA COUNTY PLUMBING	5380	01/09/2012	TRUSTEE CELL BACK SHOWER R	100-570-54570	85.00



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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor PANOLA COUNTY PLUMBING Total:					827.86
Vendor: PB ELECTRONICS INC.					
PB ELECTRONICS INC.	121084	01/03/2012	RADAR REPAIR	100-585-54540	299.00
Vendor PB ELECTRONICS INC. Total:					299.00
Vendor: PRINT & MAIL					
PRINT & MAIL	12.28.11	12/28/2011	CITY MAP COPIES	100-491-53100	7.00
Vendor PRINT & MAIL Total:					7.00
Vendor: PRITCHARD & ABBOTT, INC.					
PRITCHARD & ABBOTT, INC.	2-0016	01/09/2012	JANUARY 2012 INSTALLMENT	100-409-54101	40,904.25
Vendor PRITCHARD & ABBOTT, INC. Total:					40,904.25
Vendor: PTS OF AMERICA, LLC					
PTS OF AMERICA, LLC	56907	12/30/2011	TRANSPORT -#60332	100-560-54540	296.80
Vendor PTS OF AMERICA, LLC Total:					296.80
Vendor: QUILL CORPORATION					
QUILL CORPORATION	8696828	12/14/2011	ACCT#C5871815, MISC. ITEMS	100-580-53100	475.87
QUILL CORPORATION	8964242	12/29/2011	MISC. SUPPLIES	100-499-53100	732.05
QUILL CORPORATION	8995741	01/03/2012	FIND IT GAPLESS LOOP RING VII	100-499-53100	27.99
Vendor QUILL CORPORATION Total:					1,235.91
Vendor: R. COLLIN UNDERWOOD					
R. COLLIN UNDERWOOD	J-758CCL	01/02/2012	J-758CCL, TX V CAMERON STRA	100-646-54820	450.00
R. COLLIN UNDERWOOD	J-831CCL (1-2-12)	01/02/2012	J-831CCL (1-2-12), TX V HUNTEI	100-646-54820	450.00
Vendor R. COLLIN UNDERWOOD Total:					900.00
Vendor: RANDALL DODGE-CHRYSLER-JEEP					
RANDALL DODGE-CHRYSLER-JE	42307	01/09/2012	P O #54390, AD LAMP CAB REPI	200-624-53570	11.27
RANDALL DODGE-CHRYSLER-JE	42309	01/09/2012	P O #54391-2 FUEL FILTERS	200-624-53560	101.88
Vendor RANDALL DODGE-CHRYSLER-JEEP Total:					113.15
Vendor: REEDER'S AUTO REPAIR					
REEDER'S AUTO REPAIR	4005	12/28/2011	2005 F-150 TRUCK REPAIR	100-585-54990	57.00
Vendor REEDER'S AUTO REPAIR Total:					57.00
Vendor: REINHART FOODSERVICE LOUISIANA					
REINHART FOODSERVICE LOUI	575507	01/04/2012	FOOD FOR JAIL	100-570-54082	1,778.75
REINHART FOODSERVICE LOUI	579060	01/11/2012	JAIL FOOD	100-570-54082	2,415.18
REINHART FOODSERVICE LOUI	CM INV#575507	01/23/2012	INV#575507 REMOVE FUEL SUF	100-570-54082	-5.34
REINHART FOODSERVICE LOUI	CM INV#579060	01/23/2012	INV#579060 REMOVE FUEL SUF	100-570-54082	-5.34
Vendor REINHART FOODSERVICE LOUISIANA Total:					4,183.25
Vendor: RELIABLE HEALTHCARE					
RELIABLE HEALTHCARE	27417	11/04/2011	MISC. ITEMS	100-570-54050	125.00
RELIABLE HEALTHCARE	27417A	12/23/2011	MONTHLY RENTAL RESPIRONIC	100-570-54050	125.00
Vendor RELIABLE HEALTHCARE Total:					250.00
Vendor: SIGN EXPRESS					
SIGN EXPRESS	5144	12/30/2011	GRAPHICS/LETTERING FOR TRU	100-581-54540	400.00
Vendor SIGN EXPRESS Total:					400.00
Vendor: SIXTH COURT OF APPEALS-BI-STATE JUSTICE BLDG.					
SIXTH COURT OF APPEALS-BI-S	DEC 2011	12/30/2011	DEC 2011 COUNTY (80.00) DIST	982-25010	120.00
Vendor SIXTH COURT OF APPEALS-BI-STATE JUSTICE BLDG. Total:					120.00
Vendor: SOUTH GATEWAY TIRE COMPANY, INC.					
SOUTH GATEWAY TIRE COMPA	I500793358	01/03/2012	REGULAR MOUNT, DISP. FEE	100-560-54540	65.00
SOUTH GATEWAY TIRE COMPA	I500794101	01/04/2012	DELCO BATTERY, DISP. FEE	100-560-54540	108.86
SOUTH GATEWAY TIRE COMPA	I500796610	01/09/2012	BRAKE PADS, RESURFACE ROTO	100-560-54540	176.30
Vendor SOUTH GATEWAY TIRE COMPANY, INC. Total:					350.16



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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: SOUTHWESTERN ELECTRIC POWER					
SOUTHWESTERN ELECTRIC POW	01.13.12	01/13/2012	ACCT#961-376-171-0-4, 12/12/ 100-510-54430		15.37
Vendor SOUTHWESTERN ELECTRIC POWER Total:					15.37
Vendor: SOUTHWESTERN ELECTRIC POWER					
SOUTHWESTERN ELECTRIC POW	01.16.12	01/20/2012	ACCT#961-279-171-0-0, 12/12/ 100-560-54430		1,051.14
Vendor SOUTHWESTERN ELECTRIC POWER Total:					1,051.14
Vendor: SOUTHWESTERN ELECTRIC POWER					
SOUTHWESTERN ELECTRIC POW	01.16.12	01/20/2012	ACCT#968-780-271-0-9, 12/12/ 100-510-54430		1,866.18
Vendor SOUTHWESTERN ELECTRIC POWER Total:					1,866.18
Vendor: SOUTHWESTERN ELECTRIC POWER					
SOUTHWESTERN ELECTRIC POW	1.16.12	01/20/2012	ACCT#965-832-625-0-4, 12/12/ 100-510-54430		1,426.41
Vendor SOUTHWESTERN ELECTRIC POWER Total:					1,426.41
Vendor: SPORTS SOUTH					
SPORTS SOUTH	3692182	12/28/2011	AMMUNITION	100-585-54990	0.13
SPORTS SOUTH	3692182	12/28/2011	AMMUNITION	100-585-53110	80.84
Vendor SPORTS SOUTH Total:					80.97
Vendor: SW MENTAL HEALTH TESTING					
SW MENTAL HEALTH TESTING	129-12/21/11	12/21/2011	MENTAL HEALTH EXAM-BROCK	100-570-54990	80.00
Vendor SW MENTAL HEALTH TESTING Total:					80.00
Vendor: TAMMY L. GOOLSBY, CSR					
TAMMY L. GOOLSBY, CSR	2133	01/12/2012	SUBSTITUTE COURT REPORTER	100-435-54160	250.00
Vendor TAMMY L. GOOLSBY, CSR Total:					250.00
Vendor: TAX ASSESSOR-COLLECTORS ASSOCIATION OF TEXAS					
TAX ASSESSOR-COLLECTORS A	1397	01/13/2012	2012 DUES FOR MARGARET L. I	100-499-54270	85.00
Vendor TAX ASSESSOR-COLLECTORS ASSOCIATION OF TEXAS Total:					85.00
Vendor: TEECO SAFETY, INC.					
TEECO SAFETY, INC.	105500	12/30/2011	CONCEALABLE BODY ARMOR	100-560-53920	985.30
Vendor TEECO SAFETY, INC. Total:					985.30
Vendor: TELETOUCH COMMUNICATIONS					
TELETOUCH COMMUNICATION	427002	01/10/2012	P O #54388, RADIO SUPPLIES/IT	200-624-53560	339.35
TELETOUCH COMMUNICATION	472003	01/10/2012	P O #54389, SUPPLIES/RADIO IT	200-624-53560	339.35
Vendor TELETOUCH COMMUNICATIONS Total:					678.70
Vendor: TEXAS AGRILIFE EXTENSION					
TEXAS AGRILIFE EXTENSION	2012-PCT #2	01/20/2012	REG. 2012 V G YOUNG INST. SC	100-401-54270	195.00
TEXAS AGRILIFE EXTENSION	2012-PCT#3	01/20/2012	ADMIN. FEE FOR CANCELLATIO	100-401-54270	50.00
TEXAS AGRILIFE EXTENSION	2012-PCT#4	01/20/2012	2012 V G YOUNG INST. SCHOOL	100-401-54270	195.00
TEXAS AGRILIFE EXTENSION	2012-PCT.#1	01/20/2012	REG. 2012 V G YOUNG INST. SC	100-401-54270	195.00
Vendor TEXAS AGRILIFE EXTENSION Total:					635.00
Vendor: TEXAS ASSOCIATION OF COUNTY AUDITORS					
TEXAS ASSOCIATION OF COUN	2012	01/17/2012	2012 DUES-S.BURNS,J.STACY,D.	100-495-54270	280.00
Vendor TEXAS ASSOCIATION OF COUNTY AUDITORS Total:					280.00
Vendor: TEXAS COMMISSION ON LAW ENFORCEMENT					
TEXAS COMMISSION ON LAW I	APPT.APP/SEP.LIC	01/17/2012	APPT. APP.-RON CLINTON, SEP.	100-581-54492	70.00
Vendor TEXAS COMMISSION ON LAW ENFORCEMENT Total:					70.00
Vendor: TEXAS DISTRICT COURT ALLIANCE					
TEXAS DISTRICT COURT ALLIAN	2012	01/18/2012	2012 MEMBERSHIP APP-DEBRA	100-450-54270	50.00
Vendor TEXAS DISTRICT COURT ALLIANCE Total:					50.00
Vendor: TEXAS FILTER SERVICE INC					
TEXAS FILTER SERVICE INC	466637	12/13/2011	JAIL SERVICE 12/13/11	100-510-54150	90.00
Vendor TEXAS FILTER SERVICE INC Total:					90.00

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: TEXAS JUSTICE COURT JUDGES ASSOCIATION					
TEXAS JUSTICE COURT JUDGES	2012	01/17/2012	2012 MEMBERSHIP APP.-LORA	100-457-54270	75.00
Vendor TEXAS JUSTICE COURT JUDGES ASSOCIATION Total:					75.00
Vendor: TEXAS KENWORTH CO.					
TEXAS KENWORTH CO.	R63370189480	01/12/2012	P O #54553, REPAIR TO TRUCK	200-621-53570	138.90
TEXAS KENWORTH CO.	T63560273399	01/03/2012	P O #54286, FILTERS	200-621-53560	215.48
Vendor TEXAS KENWORTH CO. Total:					354.38
Vendor: TEXAS WILDLIFE DAMAGE MGMT FUND					
TEXAS WILDLIFE DAMAGE MGT	240196	12/30/2011	DEC 2011 FIELD AGREEMENT	300-629-54640	2,400.00
Vendor TEXAS WILDLIFE DAMAGE MGMT FUND Total:					2,400.00
Vendor: THE PATTERSON INSURANCE AGENCY					
THE PATTERSON INSURANCE A	96008	01/20/2012	DAVID JOHNSON RENEWAL 11/	100-409-54120	100.00
THE PATTERSON INSURANCE A	97541	01/20/2012	EBCO AIRPORT GEN. LIAB. 12/1	100-409-54120	2,850.00
THE PATTERSON INSURANCE A	97573	01/20/2012	NOTARY BOND LORA TAYLOR 1	100-409-54120	71.00
Vendor THE PATTERSON INSURANCE AGENCY Total:					3,021.00
Vendor: TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	020-191612	01/18/2012	1ST QTR 2012 HOSTING FEE	100-409-54101	42,525.00
Vendor TYLER TECHNOLOGIES, INC. Total:					42,525.00
Vendor: TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	025-36348	01/10/2012	USER FEES/MANAGED HOSTING	100-409-54101	11,076.00
Vendor TYLER TECHNOLOGIES, INC. Total:					11,076.00
Vendor: TYLER UNIFORM					
TYLER UNIFORM	68419-01	01/06/2012	SHIRTS	100-560-53920	120.06
Vendor TYLER UNIFORM Total:					120.06
Vendor: TYSON FOODS, INC.					
TYSON FOODS, INC.	32177	01/03/2012	LEG QUARTERS	100-570-54082	120.00
Vendor TYSON FOODS, INC. Total:					120.00
Vendor: UNDERWOOD LAW OFFICE					
UNDERWOOD LAW OFFICE	12.31.11	12/31/2011	PROF. SERVICES RENDERED 10/	100-409-54150	1,827.00
Vendor UNDERWOOD LAW OFFICE Total:					1,827.00
Vendor: UNIFIRST HOLDINGS, INC.					
UNIFIRST HOLDINGS, INC.	826 0627323	12/21/2011	P O #54496, RUGS	300-629-53560	16.50
UNIFIRST HOLDINGS, INC.	826 0628363	12/28/2011	P O #54497, RUGS	300-629-53560	16.50
UNIFIRST HOLDINGS, INC.	826 0629368	01/04/2012	P O #54513, RUGS	300-629-53560	16.50
UNIFIRST HOLDINGS, INC.	826 0630399	01/11/2012	P O #54524, RUGS	300-629-53560	16.50
Vendor UNIFIRST HOLDINGS, INC. Total:					66.00
Vendor: US SCRIPT, INC.					
US SCRIPT, INC.	313484	12/31/2011	12/16/11-12/31/11 INDIGENT F	100-646-54600	969.06
US SCRIPT, INC.	313485	12/31/2011	DEC 2011 IHCP PRESCRIPTIONS	100-646-54600	1,419.25
Vendor US SCRIPT, INC. Total:					2,388.31
Vendor: USPS DISBURSING OFFICER					
USPS DISBURSING OFFICER	702307501	01/23/2012	FEB 2012 RENT CUST.#G000321	100-575-54440	325.00
Vendor USPS DISBURSING OFFICER Total:					325.00
Vendor: VERIZON WIRELESS (CDA)					
VERIZON WIRELESS (CDA)	6675152725	12/26/2011	ACCT#613439910-00001, 11/2:	100-477-54200	100.00
VERIZON WIRELESS (CDA)	6675152725	12/26/2011	ACCT#613439910-00001, 11/2:	820-480-54990	197.44
Vendor VERIZON WIRELESS (CDA) Total:					297.44
Vendor: VERIZON WIRELESS (CONS 2&3)					
VERIZON WIRELESS (CONS 2&3)	6674994358	12/26/2011	ACCT#413284110-00001, 11/2:	700-710-54210	20.00
VERIZON WIRELESS (CONS 2&3)	6674994358	12/26/2011	ACCT#413284110-00001, 11/2:	100-581-54200	72.36
VERIZON WIRELESS (CONS 2&3)	6674994358	12/26/2011	ACCT#413284110-00001, 11/2:	100-581-54200	50.00

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor VERIZON WIRELESS (CONS 2&3) Total:					142.36
Vendor: VIP TECHNOLOGIES, INC.					
VIP TECHNOLOGIES, INC.	00020497	01/09/2012	TELEPHONE REPAIRS	100-510-54570	275.00
Vendor VIP TECHNOLOGIES, INC. Total:					275.00
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	824155319	12/31/2011	WEST INFO CHGS 12/1/11-12/3	100-477-53120	83.00
WEST PAYMENT CENTER	824282632	12/30/2011	ACCT#1000629466, DEC. 5, 11-	100-477-53120	861.00
Vendor WEST PAYMENT CENTER Total:					944.00
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	823871849	11/04/2011	ACCT#1000108064, OCT. 5-NOV	100-435-54990	58.50
WEST PAYMENT CENTER	823871849	11/04/2011	ACCT#1000108064, OCT. 5-NOV	100-426-54990	58.50
WEST PAYMENT CENTER	823871849	11/04/2011	ACCT#1000108064, OCT. 5-NOV	100-426-53120	574.00
WEST PAYMENT CENTER	823871849	11/04/2011	ACCT#1000108064, OCT. 5-NOV	100-435-53120	574.00
Vendor WEST PAYMENT CENTER Total:					1,265.00
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	824178961	12/30/2011	DEC 1, 2011-DEC 31, 2011 WES	130-420-53120	1,134.75
Vendor WEST PAYMENT CENTER Total:					1,134.75
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	824119128	12/04/2011	ACCT#1003419799, NOV 5-DEC	100-426-54990	46.50
WEST PAYMENT CENTER	824119128	12/04/2011	ACCT#1003419799, NOV 5-DEC	100-435-54990	47.50
Vendor WEST PAYMENT CENTER Total:					94.00
Vendor: XEROX CORPORATION					
XEROX CORPORATION	058880409	11/30/2011	CNTY CLERK ACCT#058880409,	100-403-54620	206.19
XEROX CORPORATION	058880410	11/30/2011	COUNTY CLERK ACCT#7133457	100-403-54620	209.27
XEROX CORPORATION	058880411	11/30/2011	CNTY CLERK ACCT#713345783,	100-409-54620	204.67
XEROX CORPORATION	059246024	12/30/2011	CNTY CLERK ACCT#713345767,	100-403-54620	206.19
XEROX CORPORATION	059246025	12/30/2011	CNTY CLERK ACCT#71345775, C	100-403-54620	206.19
XEROX CORPORATION	059246026	12/30/2011	CNTY CLERK ACCT#713345783,	100-409-54620	204.67
XEROX CORPORATION	059246027	12/30/2011	DIST. CLERK ACCT#713718914	100-409-54620	216.07
XEROX CORPORATION	059246028	12/31/2011	SHERIFF'S OFF. ACCT#7137563	100-409-54620	150.08
XEROX CORPORATION	059246032	12/30/2011	CDA ACCT#715495016 DEC 201	100-409-54620	218.11
XEROX CORPORATION	059246033	12/30/2011	CDA ACCT#715495024 DEC 201	100-409-54620	35.04
XEROX CORPORATION	059246034	12/30/2011	CDA ACCT#715495032 DEC 201	100-409-54620	39.47
XEROX CORPORATION	059246037	12/30/2011	CNTY JUDGE ACCT#716774559	100-409-54620	169.05
XEROX CORPORATION	059246038	12/30/2011	COMMISSIONERS ACCT#71677	100-409-54620	154.65
XEROX CORPORATION	059246039	12/30/2011	VOTER REG. ACCT#716774617	100-409-54620	130.65
XEROX CORPORATION	059246040	12/30/2011	R & B ACCT#716774641 DEC 20	300-629-53560	125.85
XEROX CORPORATION	059246041	12/30/2011	DET. CENTER ACCT#716774682	100-409-54620	139.67
Vendor XEROX CORPORATION Total:					2,615.82
Grand Total:					215,080.05

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: AMES COUNSELING AND FAMILY SERVICES					
AMES COUNSELING AND FAMI	01.09.12	01/09/2012	PARENT/CHILD PROGRAM JAN	580-812-59970	95.00
AMES COUNSELING AND FAMI	1-9-12	01/09/2012	LIFE SKILLS JAN. 3, 2012	560-812-59970	85.00
Vendor AMES COUNSELING AND FAMILY SERVICES Total:					180.00
Vendor: H & W PETROLEUM COMPANY, INC.					
H & W PETROLEUM COMPANY	INV#00233808	01/05/2012	FUEL PURCHASED 1/5/12	560-812-59650	94.80
Vendor H & W PETROLEUM COMPANY, INC. Total:					94.80
Vendor: J. CARL GRANT D.D.S.					
J. CARL GRANT D.D.S.	JAN 12, 2012	01/12/2012	DENTAL VISIT FOR DETAINED JL	560-812-59960	66.00
Vendor J. CARL GRANT D.D.S. Total:					66.00
Vendor: MEL BROWN AND ASSOCIATIES					
MEL BROWN AND ASSOCIATIE	2012	01/13/2012	TRACY ANDERSON-MBA REG. T	560-812-59650	180.00
Vendor MEL BROWN AND ASSOCIATIES Total:					180.00
Vendor: PEGASUS SCHOOLS, INC.					
PEGASUS SCHOOLS, INC.	9146	12/27/2011	ETHAN POINDEXTER	560-812-59931	1,659.00
Vendor PEGASUS SCHOOLS, INC. Total:					1,659.00
Vendor: RICHARD BURNETT LCSW					
RICHARD BURNETT LCSW	1211	12/30/2011	DEC 2011 SHELBY COUNTY COL	480-761-59411	1,025.00
RICHARD BURNETT LCSW	DEC 2011	12/30/2011	DEC. 2011 PANOLA COUNTY CC	480-761-59410	1,350.00
Vendor RICHARD BURNETT LCSW Total:					2,375.00
Vendor: SHELBY COUNTY					
SHELBY COUNTY	2011	12/30/2011	12/9 AND 12/22 2011 KEVIN W	480-761-59412	452.94
Vendor SHELBY COUNTY Total:					452.94
Vendor: TEXAS DEPT OF CRIMINAL JUSTICE					
TEXAS DEPT OF CRIMINAL JUS	INV0014221	01/18/2012	GROUP# 38000 -MEDICAL	572-22020	438.30
Vendor TEXAS DEPT OF CRIMINAL JUSTICE Total:					438.30
Vendor: TEXAS PROBATION ASSOCIATION					
TEXAS PROBATION ASSOCIATI	2012 ANN CONF	01/17/2012	JAN MAXEY, 2012 ANN CONF. F	585-812-59650	120.00
Vendor TEXAS PROBATION ASSOCIATION Total:					120.00
Vendor: TEXAS PROBATION ASSOCIATION					
TEXAS PROBATION ASSOCIATI	2012 DUES	01/17/2012	JAN MAXEY, ZAC DABNEY 2012	585-812-59650	70.00
Vendor TEXAS PROBATION ASSOCIATION Total:					70.00
Vendor: VAN ZANDT COUNTY					
VAN ZANDT COUNTY	DEC 2011	12/31/2011	DEC 2011 MONTHLY BILLING	585-812-59940	663.00
VAN ZANDT COUNTY	DEC 2011	12/31/2011	DEC 2011 MONTHLY BILLING	580-812-59940	2,437.00
Vendor VAN ZANDT COUNTY Total:					3,100.00
Vendor: XEROX CORPORATION					
XEROX CORPORATION	059246023	12/30/2011	JUV. PROB. ACCT#712961671 C	560-812-59650	137.80
Vendor XEROX CORPORATION Total:					137.80
Grand Total:					<u>8,873.84</u>

COMMISSIONER'S COURT MEETING JANUARY 23, 2012

TAC RISK MANAGEMENT WORKERS COMPENSATION

\$34,079 1/20/2012

[Redacted content]

This handbook provides a summary of the employment policies of *Panola County*. Copies have been given to employees at orientation.

1.05 EMPLOYMENT-AT-WILL

Panola County employment practices operate under the legal doctrine known as "employment at will". Within state and federal employment law, *Panola County* has the right to terminate an employee at any time and for any reason, with or without notice, except that *Panola County* will comply with all state and federal legal requirements requiring notice and an opportunity to be heard in the event of disciplines or dismissal. *Panola County* will attempt to ensure that employee terminations are not made in an arbitrary or capricious manner. However, this handbook and the personnel policies referenced do not constitute or imply a contract, agreement, promise or guarantee of employment or continued employment. *Panola County* also reserves the right to change these policies at any time and without prior notice to employees.

1.06 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of *Panola County* to provide equal employment opportunity to employees and applicants for employment without regard to race, creed, religion, color, sex, age, national origin, disability, military status, or any other classification protected under applicable law. Discrimination in employment will not be tolerated.

Equal employment opportunity applies to all terms, conditions and privileges of employment, including hiring, probation, training, promotion, transfer, compensation, benefits and assistance, layoff, recall, employee facilities, discharge, and retirement.

Panola County has appointed an Equal Employment Opportunity Panel comprised of Clara Jones, Alberto Garza and Jim Young. This panel's responsibility includes monitoring compliance with this policy and reporting in accordance with applicable law. If any employee or applicant for employment believes s/he has been discriminated against or believes s/he has observed or is aware of any discrimination, it should be reported immediately to the department head or to a member of the EEO Panel. An investigation will be conducted and remedial action taken as appropriate. All elected officials and department heads are strongly urged to use the services of the EEO Panel.

Reasonable effort will be made that all contractors and subcontractors working for *Panola County* comply with this Equal Employment Opportunity policy. Any violation may result in penalties including, but not limited to termination of contract.

1.07 WORKPLACE DISCRIMINATION

Panola County policy prohibits any employee acts of discrimination. The use of racial or ethnic jokes or derogatory remarks will not be tolerated, will be investigated, and disciplinary action will be taken, if warranted.

SIGNATURE PAGE

The foregoing Equal Opportunity Employment Plan/Policy was reviewed and re-approved by the Panola County Commissioners' Court while meeting in Special Session on Monday, January 23, 2012 and is on file in the Panola County Clerk's Office and is available for review by the public and Panola County employees.


DAVID L. ANDERSON, County Judge



***Kevin Lake
Constable Precincts 1 & 4
110 South Sycamore Room 102-A
Carthage, Texas 75633***

To Judge Anderson

Date: 1-17-12

From: Constable Kevin Lake

Re: Verizon Service Agreement

Please have the court record/approve and the Judge sign and return the attached Verizon DIR cellular phone contract agreement. Thank you for your assistance in this matter.

Sincerely,

Kevin Lake
Constable Pct. 1&4
Panola County, Texas

**VERIZON WIRELESS AGENCY AGREEMENT
FOR PURCHASES PURSUANT TO STATE OF TEXAS
DIR CONTRACT NO. DIR-SDD-604**

This agreement is dated Feb 2010 between Dallas MTA, LP d/b/a Verizon Wireless, GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless, San Antonio MTA, L.P. d/b/a Verizon Wireless, Southern & Central Wireless, LLC d/b/a Verizon Wireless, Verizon Wireless Power Partners Inc. d/b/a Verizon Wireless and Verizon Wireless Texas, LLC d/b/a Verizon Wireless ("Verizon Wireless") and ("Panola County Constable Pct. 1&4"), an agency of the State of Texas, a city, county, municipality or other political sub-division of the State of Texas that agrees to be bound by the Contract for Wireless Voice & Data Services and Equipment between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-SDD-604 (the "DIR Agreement").

This Agency Agreement shall be governed by the terms and conditions of the DIR Agreement dated October 2, 2007. A copy of the DIR Agreement is incorporated herein by reference. Verizon Wireless hereby agrees to extend the privileges and benefits of the DIR Agreement in consideration of Agency's agreement herein to be bound by all the terms and conditions set forth in the Agreement. DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Agency. Agency hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. For all purposes of the Agreement, Agency shall perform its obligations in the same manner as DIR under the DIR Agreement and Verizon shall provide equipment and services to DIR and Agencies in like manner, except as otherwise provided here.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto execute this Agreement below, intending to be bound.

VERIZON WIRELESS

By: _____

Name:

Title:

Date: _____

AGENCY - Panola County

By: David L. Anderson

Name: David L. Anderson

Title: County Judge

Date: 1-23-2012



State of Texas Account Profile Document-DIR-SDD-604

Instructions:

Please be accurate with the information you provide. This is an internal document only, not to be completed by external customers. National Strategic Accounts uses this information to implementation requirements. Accounts with past due balances and existing billing issues will not be accepted for implementation.

1. Complete All Sections (highlighted in blue).
2. Email attachment to SOCTBSAGovMailbox@verizonwireless.com along with Implementation Paperwork.
3. Subject Line of Email: State of Texas/Agency Name /New Account
4. The document will be reviewed by the Contract Admin for Implementation.
5. Once approved, confirmation will be sent to the BAE/GAE/GAM handling the account.

SECTION I – AGENCY / ORGANIZATION PROFILE

Customer Profile Creation - Please fill out the below information

DESCRIPTION	SPECIFICATION	
Legal Agency/ Organization Name(No Abbreviations)	Panola County Constable	Texas
Organization Type (State or Local)	County Agency - CTX	
Account Status (New/Existing/Migration)		
Profiles Needed (Choose all that need created):	<input type="checkbox"/> M2M Share Group 1 <input type="checkbox"/> M2M Share Group 2 <input type="checkbox"/> Telemetry <input checked="" type="checkbox"/> Voice/Data	
If New, is this an LNP order?		
Create ELEU Profile?	No	
ADD domain to ELEU profile		
**Sales Rep GID	Beverly Slatter - TXJFC	

If the customer is migrating from another account to the new State of Texas Profile please provide the following:
If there are multiple accounts migrating then each acct must be listed below.

Previous Profile ID:

Previous Acct #:

613439924-00001

Existing Agency/Organization Lines Migrating to the Government Contract	1	
Contract Name	State of Texas Wireless Service & Equipment Agreement	State of Texas
Contract Number	STATE OF TEXAS-000187-010	STATE
Purchase Order (if applicable)		
Purchase Order Term	12	
Physical Location where Agency/ Organization is		
Anticipated Growth (Corporate Liable Lines)		
Sales Rep	Beverly Slatter	Sales ID
GAM / GAE		Billing System
	EYD40	Cell #
	Vision East	Cell #
		903-738-4066

Agency Name	Panola County Constable		
HQ Street Address	110 S Sycamore		
City, State, Zip	Carthage, Tx 75633		
Billing Name	Panola County Constable		
Street Address	110 S Sycamore		
City, State, Zip	Carthage, Tx 75633		
D & B Number	103977026		
Fed Tax ID Number	75-6001106		

My Business / VEC Implementation

PLEASE ANSWER THE FOLLOWING:		COMMENTS (Complete if applicable)
Customer requests My Business Enrollment		
If Yes, Designate the Agency Representative/ list name in comments*		
* contact information must be listed below in key contact section		
Has customer been presented with overview and benefits for utilizing My Business? If no, explain why		
Live My Business Video shown: www.verizonwireless.com/mybusinessaccount		
My Business Implementation/Customization Discussed		

Key Contacts (4 contacts can be listed)

Customer Contact #1 Authorized Signer		Customer Contact #2 Authorized Signer	
New Activations / Deactivations / Billing Changes (Maintenance, Rate Plan, Upgrade Equipment)		New Activations / Deactivations / Billing Changes (Maintenance, Rate Plan, Upgrade Equipment)	
Name:	Kevin Lake	Name:	Donna Burchett
Title:	Constable	Title:	2nd assistant Auditor
Address:	110 S Sycamore	Address:	314 W Wellington
City, State, Zip:	carthage, Tx 75633	City, State, Zip:	Carthage, Tx 75633
Phone:	903-693-0385	Phone:	903-693-0333
Fax:	903-693-0342	Fax:	903-693-9028
Email Address:	kevin.lake@co.panola.tx.us	Email Address:	sidney.burns@co.panola.tx.us
Customer Contact #3		Customer Contact #4	
Name:		Name:	
Title:		Title:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone:		Phone:	
Fax:		Fax:	
Email Address:		Email Address:	

****SECTION III - APPROVAL****

SIGNATURE FOR APPROVAL		
TITLE	NAME	DATE APPROVED
Implementation Manager or Authorized Accounts	K. Sake	1/17/12

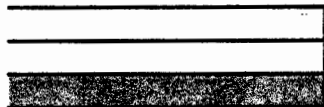
determine support and

Example
Technology Authority
State Agency
New
Yes
Yes/No
vzw.com

None
Texas Wireless Service & Equipment Agreement
OF TEXAS-000187-010
12345
1 year
Austin, TX
100

00X-XXXX

lan, Upgrade Equipment)



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LORETTA MASON
Deputy Election Administrator
Deputy Election Registrar



PANOLA COUNTY COURTHOUSE
RM. 110
CARTHAGE, TX 75633
TELEPHONE (903) 693-0370
FAX (903) 693-7283

CHEYENNE LAMPLEY

Election Administrator
Voter Registrar

January 18, 2012

To the Honorable Commissioner's Court of Panola County:

I am requesting that you approve moving voting precinct 28 from the Armory to the Carthage Civic Center.

I am requesting such change because of the following reasons:

- Amory renovations
- Easier access

Your consideration in this matter is appreciated.

Thank you,

Cheyenne Lampley
Cheyenne Lampley

720

DATE 1/18/12

TO Panola County
110 S. Sycamore, Room 216A
Carthage, TX 75633

ATTN Judge David Anderson

FROM Maureen Arndt

PROJECT NO

PROJECT Sammy Brown Library

COPIES TO

WE ARE SENDING YOU☒ HEREWITH☐ UNDER SEPARATE
COVER☐ AS REQUESTED☐ PRINTS☐ TRACINGS☐ SPECIFICATIONS☐ SHOP DRAWINGS☐ SUBMITTAL DATA☐ OTHER:**FOR YOUR**☐ REVIEW☐ RECORDS☒ SIGNATURE

IF ITEMS LISTED BELOW ARE NOT RECEIVED, NOTIFY US AT ONCE.

COPIES

2

TITLE

AIA Document B101-2007 for the Sammy Brown Library

DATED

January 23, 2012

REMARKS

Judge Anderson,
Please sign both copies, keep one for your records and return one to me at:

720 design inc.
9003 Oakpath Lane
Dallas, TX 75243

Thank you,
Maureen

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Third day of January in the year Two Thousand Twelve

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Panola County, Texas, Other
110 S. Sycamore, Room 216A
Carthage, Texas 75633
Telephone Number: 903-693-0391

and the Architect:
(Name, legal status, address and other information)

720 Design, Inc., Subchapter S Corporation
9003 Oakpath Lane
Dallas, Texas 75243
Telephone Number: 214-770-2320

for the following Project:
(Name, location and detailed description)

Sammy Brown Library
321 S. Market Street, Carthage, Texas 75633
Adaptive reuse of existing 14,000 square feet Texas Army National Guard facility located on Market Street in Carthage, Texas, to create a new public library.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1685540962)

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4	ADDITIONAL SERVICES
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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's Construction Manager at Risks and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to the attached 720 Design feasibility study, "Review of Armory as a Potential New Library Building", dated June 24, 2011, for program, physical characteristics and budget.

The Owner intends to use Construction Management - at Risk as the delivery method for the Project:

In 2001, the County commissioned an "Investigation for Lead-Based Paint and Asbestos-Containing Materials" by Baer Engineering and Consulting. Additional reports per the requirements of the State of Texas Asbestos Health Protection Rules are the responsibility of the Owner.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined--for the purposes of this proposal construction is not expected to extend beyond 10 months.

.2 Substantial Completion date:

To be determined--for the purposes of this proposal construction is not expected to extend beyond 10 months.

Init.

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User Notes:

(1685540962)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Refer to attached ACORD Certificate of Liability Insurance, dated December 29, 2011.

.2 Automobile Liability

Refer to attached ACORD Certificate of Liability Insurance, dated December 29, 2011.

.3 Workers' Compensation

Refer to attached ACORD Certificate of Liability Insurance, dated December 29, 2011.

.4 Professional Liability

Refer to attached ACORD Certificate of Liability Insurance, dated December 29, 2011.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The

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schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 An estimate of the Cost of the Work shall be prepared by the Construction Manager – at Risk. The Owner agrees that the Architect may rely on this estimate for completion of the Construction Documents. Should the cost of the Work exceed the estimate, the Architect shall be compensated to work with the selected Construction Manager – at Risk to revise the design as required to align the project scope with the approved budget.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Construction Manager at Risk shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, review with the Owner any adjustments to the estimate of the Cost of the Work by the Construction Manager at Risk, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager at Risk will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Construction Manager at Risk shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Construction Manager at Risk shall update the estimate for the Cost of the Work at approximately 75% completion of the Construction Documents.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, review with the Owner of any adjustments to the estimate of the Cost of the Work as prepared by the Construction Manager at Risk, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

The Construction Manager at Risk shall assist the Owner in establishing a list of prospective Contractors. Following the Owner's approval of the Construction Documents, the Construction Manager at Risk shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2

(Paragraphs deleted)

Init.

The Owner or Construction Manager at Risk shall provide reproduction, distribution and return of the Bidding Documents, and any required Addenda, to prospective bidders through the services of a local reprographic company.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to the Construction Manager at Risk.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager at Risk or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction bi-weekly for 10 months, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager at Risk, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager at Risk. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager at Risk, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager at Risk designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager at Risk's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub Contractor's and material suppliers and other data requested by the Owner to substantiate the Construction Manager at Risk's right to payment, or (4) ascertained how or for what purpose the Construction Manager at Risk has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Construction Manager at Risk's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager at Risk's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager at Risk to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager at Risk that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 .

To expedite the submittal review process, the Construction Manager at Risk and the construction team shall process all submittals, requests for information, proposal requests and similar communication, electronically through a Project Web Site hosted by AEC-Sync – web-based construction administration software. The Construction Manager at Risk shall contract with AEC-Sync under its current published licensing agreement from "Project Notice to Proceed" through "Final Completion".

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager at Risk of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager at Risk: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager at Risk under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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§ 4.1.1	Programming	Owner	Report by 720 design inc.
§ 4.1.2	Multiple preliminary designs	Architect	Up to two plan revisions in SD
§ 4.1.3	Measured drawings	Owner	Report by 720 design inc.
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Owner	Owner will include in CM@R scope for topography surveys at the building entrance and future book return. Owner will coordinate with Swepeco and their engineer for placement of new poles and easements required.
§ 4.1.8	Landscape design	Architect	Planting design only at entry and new window. Irrigation and hardscape not in the basic services scope.
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	Space planning, interior finishes, light fixture selection.
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Owner	Owner will include in CM@R scope
§ 4.1.12	On-site project representation	Architect	Bi-weekly meetings for 10 months
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	
§ 4.1.15	As-Constructed Record drawings	Owner	CM@R to maintain current as built record drawing on site. If the architect is to provide CADD drawings Additional Services will be determined
§ 4.1.16	Post occupancy evaluation	Architect	At one year post occupancy
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	Infrastructure for power and data. Data wiring and wireless to be provided by owner.
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

As Constructed Record Drawings will be provided at an hourly rate as described in Section 11.7.
Design and engineering to expand the project into the existing adjacent Rifle Range (Lead abatement by Owner).

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Assist with preparing the Request for Qualifications for the Construction Manager at Risk and participate in the Selection process.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; Up to two are included.
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk

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- .2 Twenty-three (23) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager at Risk and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager at Risk, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk to provide the Architect access to the Work wherever it is in preparation or progress.

5.13 The Owner and the Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect and by the lack of existing drawings for the structure to be renovated, and therefore, that the final design and construction cost of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 10% of the cost of the work as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of claims made by the Construction Manager at Risk relating to such changes.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Construction Manager at Risk's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager at Risk's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager at Risk, Sub contractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other (Specify)

To be determined based on mutual agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and Construction Manager at Risks whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Architectural, Structural, MEP Design	\$146,000.00
Landscape Planting Design	\$800.00
Fixtures/Furniture Selection	\$9,600.00
Total Professional Fees	\$156,400.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis as shown below and contained in the attached engineering scope of services:

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

On an hourly basis as shown below and contained in the attached engineering scope of services:

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal/Project Manager	\$150.00 per hour
Project Leader / Designer	\$125.00 per hour
Technical Staff	\$105.00 per hour
Clerical	\$60.00 per hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred. The Architect estimates Reimbursable Expenses to be \$20,000.00.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Five Thousand Dollars and Zero Cents (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager at Risk for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Statement of Jurisdiction

In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

12.1 The Owner agrees to insert a waiver of consequential damages by the Construction Manager at Risk against the Architect.

12.2 The Architect will attempt to maintain professional liability insurance coverage with limits of equal to the attached ACORD Master Certificate until the third anniversary of the date of Substantial Completion of the Project to the extent it is commercially available at reasonable rates.

12.3 The Owner confirms that neither the Architect nor any of the Architect's consultants or sub-consultants has offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Architect or any of the Architect's consultants or sub-consultants, as a consequence of the Architect's entering into this Agreement with the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Not used.

.3 Other documents:

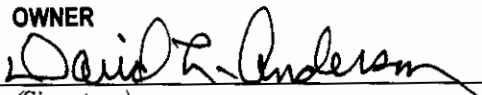
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

ACORD Master Certificate of Insurance

Init.

This Agreement entered into as of the day and year first written above.

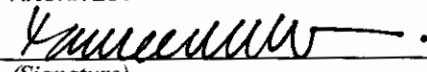
OWNER


(Signature)

Judge David L. Anderson

(Printed name and title)

ARCHITECT


(Signature)

Maureen Arndt (Wertzberger), President

(Printed name and title)

Init.

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User Notes:

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