

VOL 39 PAGE 1
FILED FOR RECORD
IN MY OFFICE

AT 9:20 O'CLOCK A.M.

JAN 24 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *Sue Grafton* DEPUTY

MEETING OF COMMISSIONERS' COURT OF PANOLA COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 28TH DAY OF JANUARY, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:

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

PERSONNEL

- a. To record the resignation of Richard C. Bagley, an Operator with the Panola County Road and Bridge Department, effective January 17, 2002.
- b. To record the resignation of Richard G. Calvin, a Truck Driver with the Panola County Road and Bridge Department, effective January 17, 2002.

ROAD & BRIDGE

- a. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #302 with an 8" natural gas steel pipe line.
- b. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #305 with an 8" natural gas steel pipe line.
- c. To record TxDOT's 2002 Mileage Certification for Panola County of 612 miles of county-maintained roads.
- d. To authorize the County Auditor to advertise for sealed bids for the purchase of Fly Ash for use by the Panola County Road and Bridge Department. Bids to be opened February 25, 2002 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- e. To authorize the County Auditor to advertise for sealed bids for the lease of a Mixer - Soil Stabilizer for use by the Panola County Road and Bridge Department. Bids to be opened February 25, 2002 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- f. To authorize the County Auditor to advertise for sealed bids for the purchase of a Tracked Excavator for use by the Panola County Road and Bridge Department. Bids to be opened February 25, 2002 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- g. To approve and record a Pit Agreement between Panola County and S. D. Twomey.

MISCELLANEOUS

- a. To approve Tentative Schedule for 2002 Budget Process for 2003 Fiscal Year.
- b. To approve and record Panola County Treasurer's Panola County Investments Report for the 4th Quarter 2001.
- c. To approve and record a Certificate of License (KellPro Software Licensing Agreement) for Panola County Justices of the Peace, Pat Davis and Lora Taylor, to use KellPro Software.

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): County Judge John Cordray; Administrative Secretary Nicky Henigan with the Panola County Sheriff's Department; Panola County Tax Assessor/Collector Jean Whiteside, Deputy Tax Assessors Jo Nell Harris, Gloria Coco, and Cassandra Brooks; Sgt. Linda Pope with the Panola County Sheriff's Department; and County Extension Agent-Agriculture, Douglas L. McKinney.
- 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 consider and approve commercial property and liability insurance coverage offered through the Texas Public Entity Group Interlocal Agreement Self-Insurance League pursuant to Chapter 791 of the Texas Government Code.
- 7. To appoint five (5) persons to the Sexually Oriented Business Order, Permit and License Appeal Board for a one (1) year term commencing January 28, 2002 and ending January 28, 2003.
- 8. To appoint an Election Judge for Precinct #0012 (Deadwood) to replace Thomas Dickerson, who is deceased.
- 9. To appoint an Election Judge for Precinct #0017 (Long Branch) to replace Grace Malone, who resigned.
- 10. To discuss and act upon agreement to purchase two (2) AED (Automated External Defibrillators) units for Panola County.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 24TH DAY OF JANUARY, 2002 AT 11:30 AM O'CLOCK A.M.

Sue Grafton
 SUE GRAFTON, COUNTY CLERK
 PANOLA COUNTY, TEXAS
 By: _____, Deputy

I, SUE GRAFTON, 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 24TH DAY OF JANUARY, 2002 AT 11:30 O'CLOCK A.M.

Sue Grafton
 SUE GRAFTON, COUNTY CLERK
 PANOLA COUNTY, TEXAS
 By: _____, Deputy

FILED FOR RECORD
IN MY OFFICE

AT 4:10 O'CLOCK P.M.

JAN 24 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Lori Shell DEPUTY

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

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 28TH DAY OF JANUARY, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:

- S1. To discuss and act upon creating an additional slot for a Temporary/Extra Help Librarian for the Sammy Brown Library effective January 28, 2002 at the rate of \$5.15 per hour; said slot not to exceed the amount budgeted for that line.
- S2. To record the employment of Maudeen Peters as a Temporary/Extra Help Librarian for the Sammy Brown Library effective January 28, 2002 at the rate of \$5.15 per hour.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 24TH DAY OF JANUARY, 2002 AT 4:10 O'CLOCK P.M.

Sue Grafton
SUE GRAFTON, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Lori Shell, Deputy

I, SUE GRAFTON, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED

THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 24TH DAY OF JANUARY, 2002 AT 4:10 O'CLOCK P.M.

Sue Grafton
SUE GRAFTON, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Lori Shell, Deputy

FEB 11 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *Sue Grafton* DEPUTY

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The State of Texas
County of Panola

On this the 28th day of January A.D. 2002, 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:

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

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

OPEN MEETING:

1. CITIZEN COMMENTS:

There were no comments from the citizens.

2. COMMISSIONERS' REPORT:

Commissioner LaGrone reported meeting with some concerned local citizens including Paul Leggett and County Agricultural Extension Agent Douglas McKinney regarding a tape dealing with ground water issues which had raised concerns among them. His opinion is that the tape is a broad based information tape dealing more with issues of concern in North Texas and West Texas rather than our area. Mr. David Powell, who has to do with water in the state was also present. The state is not pushing ground water districts, but ground water management. There will be a meeting in March regarding ground water attended by Mr. Miller of the TNRCC and Mr. Latchler of Texas A & M University. Mr. Latchler will be teaching a class at the conference for county commissioners next week at A & M regarding these issues. Since our county feeds the aquifer rather than drawing from it, the ground water district formation issue is not as pressing for Panola County as it is for some other counties. Formation of a ground water district would involve hiring an engineer, drilling wells and other steps which would cost money which would mean having to tax the local citizens to pay for it. Since we are more concerned with surface water than ground water, it hardly makes sense to take steps that would cause an increase in taxes for local citizens to pay for something there is no real need to have. Two commissioners from Harrison County were also present. Commissioner LaGrone expects to have more information on this at a future meeting.

3. COUNTY JUDGE'S REPORT.

Judge Cordray announced that tomorrow at 2:00 o'clock p.m. he, Sidney Burns and Stephanie Johnson will meet with the insurance people from the Texas Association of Counties regarding their plans to increase the cost of retirees' health insurance as of December 1, 2002. Since these people are on Medicare, he will be asking for the reason to charge full price to use the insurance as supplemental to Medicare. There will be a non-binding ballot sent to the retirees during February or March to gauge their preference for a supplemental policy at no cost to them, full coverage with the retiree paying perhaps 25% of the premium, or the county to continue to pay full premium even though the cost of the third option could be prohibitive.

4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To record the resignation of Richard C. Bagel, an Operator with the Panola County Road and Bridge Department, effective January 17, 2002.
- ✓ b. To record the resignation of Richard G. Calvin, a Truck Driver with the Panola County Road and Bridge Department, effective January 17, 2002.

ROAD & BRIDGE

- ✓ a. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #302 with an 8" natural gas steel pipe line.
- ✓ b. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #305 with an 8" natural gas steel pipe line.
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- ✓ g. To approve and record a Pit Agreement between Panola County and S. D. Twomey.

MISCELLANEOUS

- ✓ a. To approve Tentative Schedule for 2002 Budget Process for 2003 Fiscal Year.
- ✓ b. To approve and record Panola County Treasurer's Panola County Investments Report for the 4th Quarter 2001.
- ✓ c. To approve and record a Certificate of License (KellPro Software Licensing Agreement) for Panola County Justices of the Peace, Pat Davis and Lora Taylor to use KellPro Software.

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): County Judge John Cordray; Administrative Secretary Nicky Henigan with the Panola County Sheriff's Department, Panola County Tax Assessor-Collector Jean Whiteside, Deputy Tax Assessors Jo Nell Harris, Gloria Cocco and Cassandra Brooks; Sgt Linda Pope with the Panola County Sheriff's Department; and County Extension Agent-Agriculture, Douglas L McKinney

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

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

- ✓ 5. Commissioner Davis moved and Commissioner Cotton seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously SEE LIST OF BILLS ATTACHED
- ✓ 6. After a presentation by Scott Thomas of The Patterson Agency and some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to approve the commercial property and liability insurance coverage offered through the Texas Public Entity Group Interlocal Agreement Self-Insurance League pursuant to Chapter 791 of the Texas Government Code. The motion passed unanimously. SEE COPY OF POLICY ATTACHED
- ✓ 7. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to appoint Rev Dale Reed, Ms Phala Smith, Ms Fatha Burchette, Rev. Mervin Scott and Rev David Proctor to the Sexually Oriented Business Order, Permit and License Appeal Board for a one (1) year term commencing January 28, 2002 and ending January 28, 2003 The motion passed unanimously
- ✓ 8. Commissioner Davis moved and Commissioner Cotton seconded the motion to table action to appoint Doris Laverne Gibbs as Election Judge as submitted by County Democratic Party Chairman for Precinct #0012 (Deadwood) to replace Mr. Thomas Dickerson who is deceased This will give time to check with County Republican Party Chairman Larry Broumley to make sure he has no candidate for the position. The motion passed unanimously.
- ✓ 9. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to appoint Keith Griffith as Election Judge for Precinct #0017 (Long Branch) to replace Grace Malone who resigned. The motion passed unanimously.
- ✓ 10. After some discussion Commissioner Reed moved and Commissioner LaGrone seconded the motion to approve an agreement to purchase two (2) AED (Automated External Defibrillator) units for Panola County as recommended by Ms. Diane Phillips of the American Heart Association. One will be kept in the jail and one in the Courthouse, and personnel will be taught how to use them. The cost will be approximately \$2,100.00 each. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 11. After some discussion Commissioner Cotton moved and Commissioner Davis seconded the motion to create an additional slot for a Temporary/Extra Help Librarian for the Sammy Brown Library effective January 28, 2002 at the rate of \$5.15 per hour with said slot not to exceed the amount budgeted for that line. The motion passed unanimously.

S2. Commissioner Reed moved and Commissioner Cotton seconded the motion to record the employment of Maudeen Peters as a Temporary/Extra Help Librarian for the Sammy Brown Library effective January 28, 2002 at the rate of \$5.15 per hour. The motion passed unanimously.

The meeting was then adjourned.

Dated this the 28th day of January, 2002.

John Cordray
John Cordray, County Judge, Panola County, Texas

ATTEST:

Sue Grafton
Sue Grafton, County Clerk, Panola County, Texas



1-28-02

Scott Thomas The Patterson Agency

Maudeen Peters
Jimmy Gage
John Hill
David Anderson
Robert Ortiz
Byron Miller
Sidy B
Sheridan Brant

CONSENT

ITEMS

NOTICE OF PROPOSED INSTALLATION PIPE AND / OR UTILITY LINES

DATE December 6, 2001

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

American Central Eastern Texas Gas Company, LP proposes to place a
(COMPANY NAME)

8" Natural Gas Steel Pipe line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 302 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring approx. 80 feet, total length of line in Panola County, Texas.

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

Construction of this line will begin on or after the:

19th day of December, 2001

FIRM: American Central Eastern Texas Gas Co., LP

BY: Jack Dunnivant

TITLE: Construction Superintendent

ADDRESS: 1601 South Market

Carthage, Texas 75633

PHONE: (903)694-2225

APPROVAL

January 28, 2002

TO: American Central Eastern Texas
Gas Company, LP
c/o INA Field Services, Inc.
1616 E. Fairmont St.
Longview, Texas 75604

RE: CR #302

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" natural gas steel pipe line as shown by accompanying drawings and notice except as noted below:

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

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

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

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

Approved: John Cordray
COUNTY JUDGE

COMMISSIONERS:

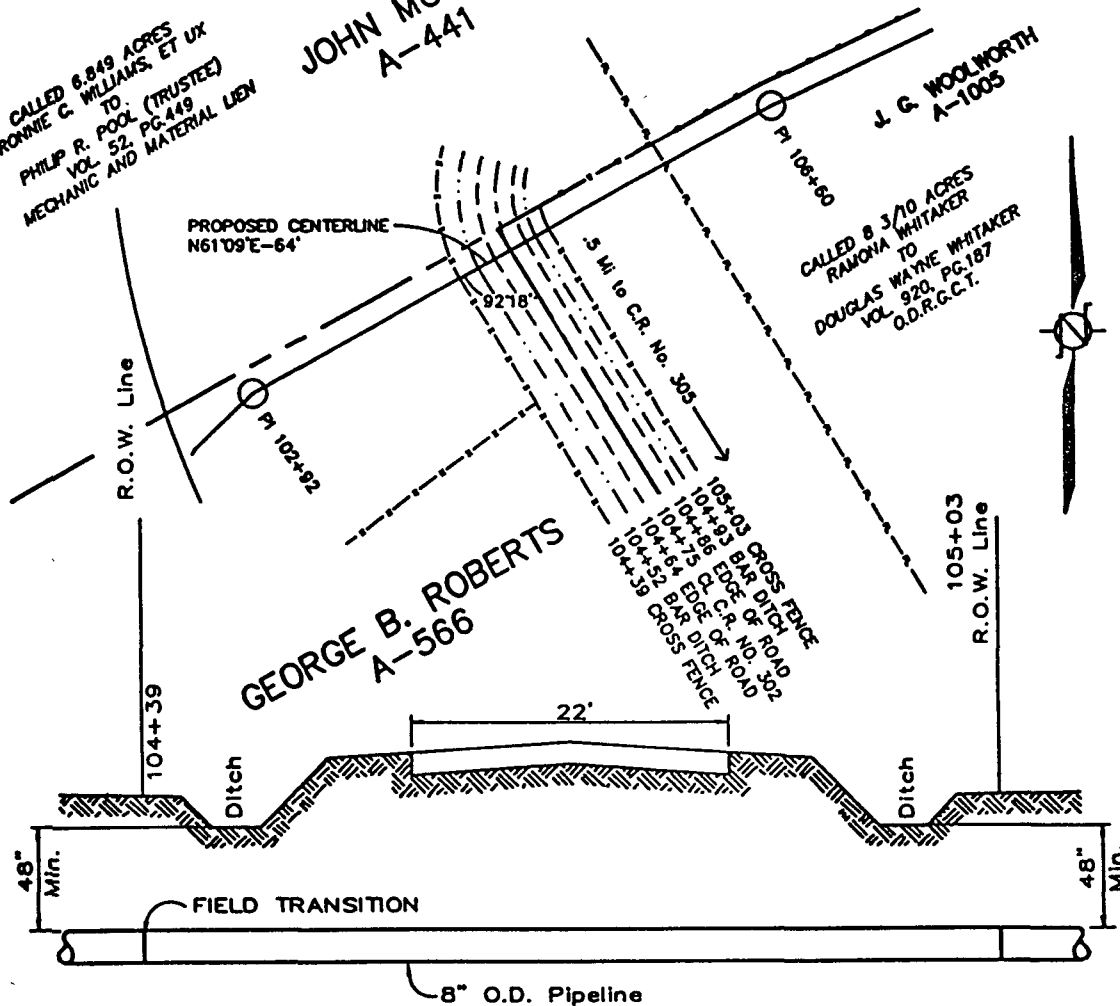
Precinct #1 Ronnie LaGrone
Precinct #2 Doug Cotton
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Jimmy E. Davis

CALLED 6.849 ACRES
 RONNIE C. WILLIAMS, ET UX
 TO:
 PHILIP R. POOL (TRUSTEE)
 VOL. 52, PG. 449
 MECHANIC AND MATERIAL LIEN

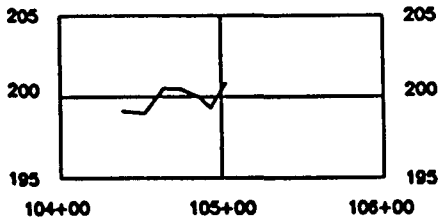
JOHN MOORE
 A-441

J. G. WOOLWORTH
 A-1005

CALLED 8 3/10 ACRES
 RAMONA WHITAKER
 TO
 DOUGLAS WAYNE WHITAKER
 VOL. 920, PG. 187
 O.D.R.C.T.



SCALE:
 HORIZONTAL 1" = 100'
 VERTICAL 1" = 10'



**ELEVATION VIEW OF
 PIPELINE
 CROSSING HIGHWAY
 NOT TO SCALE**

AMERICAN CENTRAL EASTERN TEXAS
 GAS COMPANY, LP.
 Carathoge Texas

**PROPOSED NORTH VASTAR
 8" PIPELINE PROJECT
 CROSSING COUNTY ROAD NO. 302
 PANOLA COUNTY, TEXAS**

CARRIER PIPE

8" O.D.
 APE X-52 .250 WALL
 OPER. PRESS. 400 P.S.I.
 TEST PRESS. 2240 P.S.I.

Job No. 994225

SCALE:	DRAWN BY:	DATE:
1" = 100'	TMC	09/08/99

CALLED 6.849 ACRES
 RONNIE C. WILLIAMS, ET UX
 TO
 PHILIP R. POOL (TRUSTEE)
 VOL. 52, PG. 449
 MECHANIC AND MATERIAL LIEN

JOHN MOORE
 A-441

J. G. WOOLWORTH
 A-1005

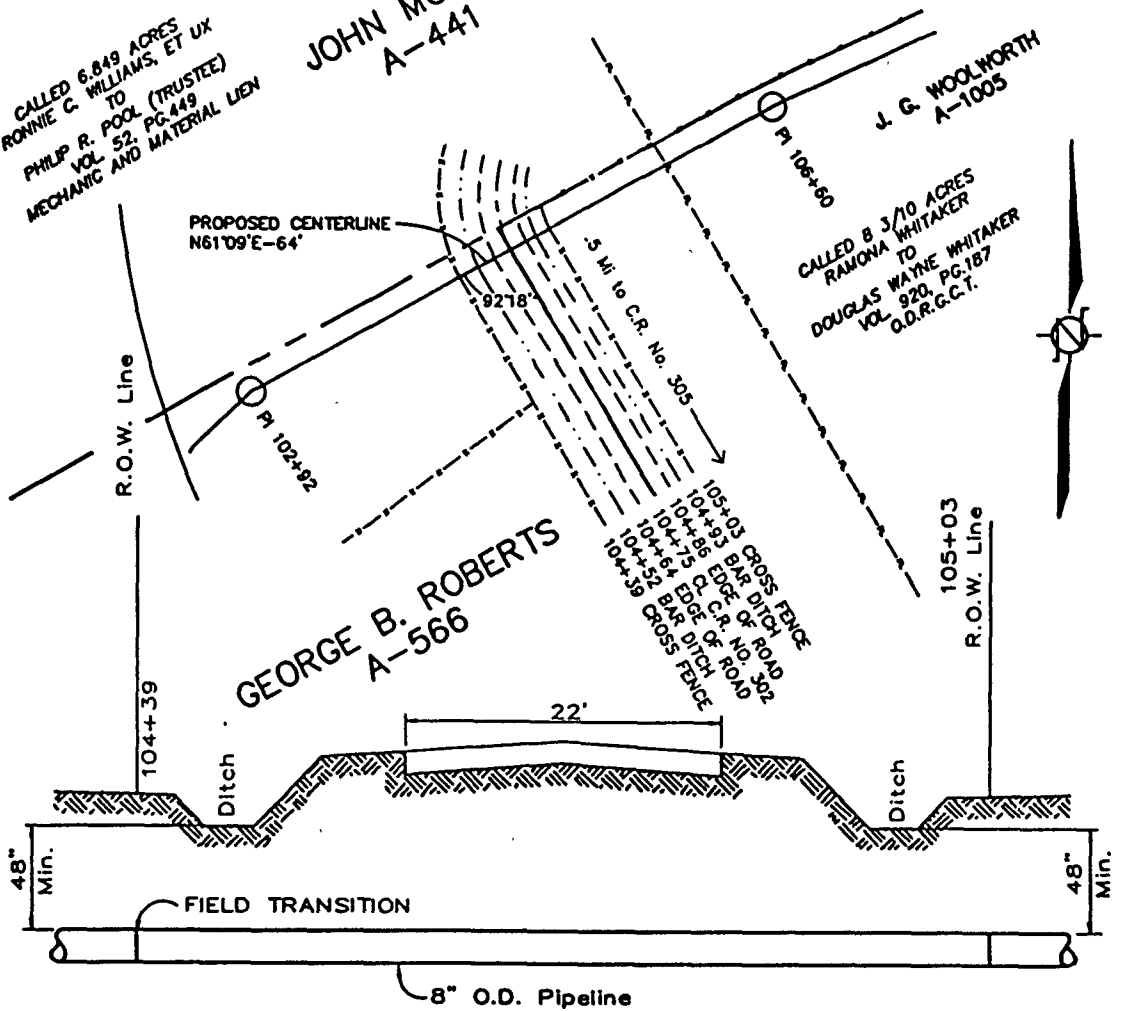
CALLED 8 3/10 ACRES
 TO
 RAMONA WHITAKER
 DOUGLAS WAYNE WHITAKER
 VOL. 920, PG. 187
 O.D.R.G.C.T.

PROPOSED CENTERLINE
 N61°09'E-64'

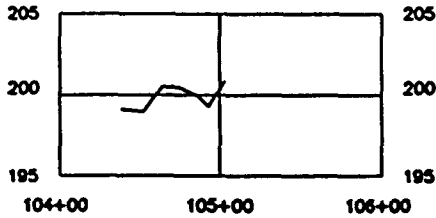
R.O.W. Line

GEORGE B. ROBERTS
 A-566

R.O.W. Line



SCALE:
 HORIZONTAL 1" = 100'
 VERTICAL 1" = 10'



ELEVATION VIEW OF
 PIPELINE
 CROSSING HIGHWAY
 NOT TO SCALE

CARRIER PIPE

8" O.D.
 APE X-52 .250 WALL
 OPER. PRESS. 400 P.S.I.
 TEST PRESS. 2240 P.S.I.

Job No. 994225

AMERICAN CENTRAL EASTERN TEXAS
 GAS COMPANY, LP.
 Carathage Texas

PROPOSED NORTH VASTAR
 8" PIPELINE PROJECT
 CROSSING COUNTY ROAD NO. 302
 PANOLA COUNTY, TEXAS

SCALE:	DRAWN BY:	DATE:
1" = 100'	TMC	09/08/99

NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY LINES

DATE December 6, 2001

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

American Central Eastern Texas Gas Company, LP proposes to place a
(COMPANY NAME)

8" Natural Gas Steel Pipe line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 305 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring approx. 80 feet, total length of line in Panola County, Texas.

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

Construction of this line will begin on or after the:

19th day of December, 2001

FIRM: American Central Eastern Texas Gas Co., LP

BY: Jack Dunnavant

TITLE: Construction Superintendent

ADDRESS: 1601 South Market

Carthage, Texas 75633

PHONE: (903)694-2225

APPROVAL

VOL 39 PAGE 15

January 28, 2002

TO: American Central Eastern Texas
Gas Company, LP
c/o INA Field Services, Inc.
1616 E. Fairmont St.
Longview, Texas 75604

RE: CR #305

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" natural gas steel pipe line as shown by accompanying drawings and notice except as noted below:

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

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

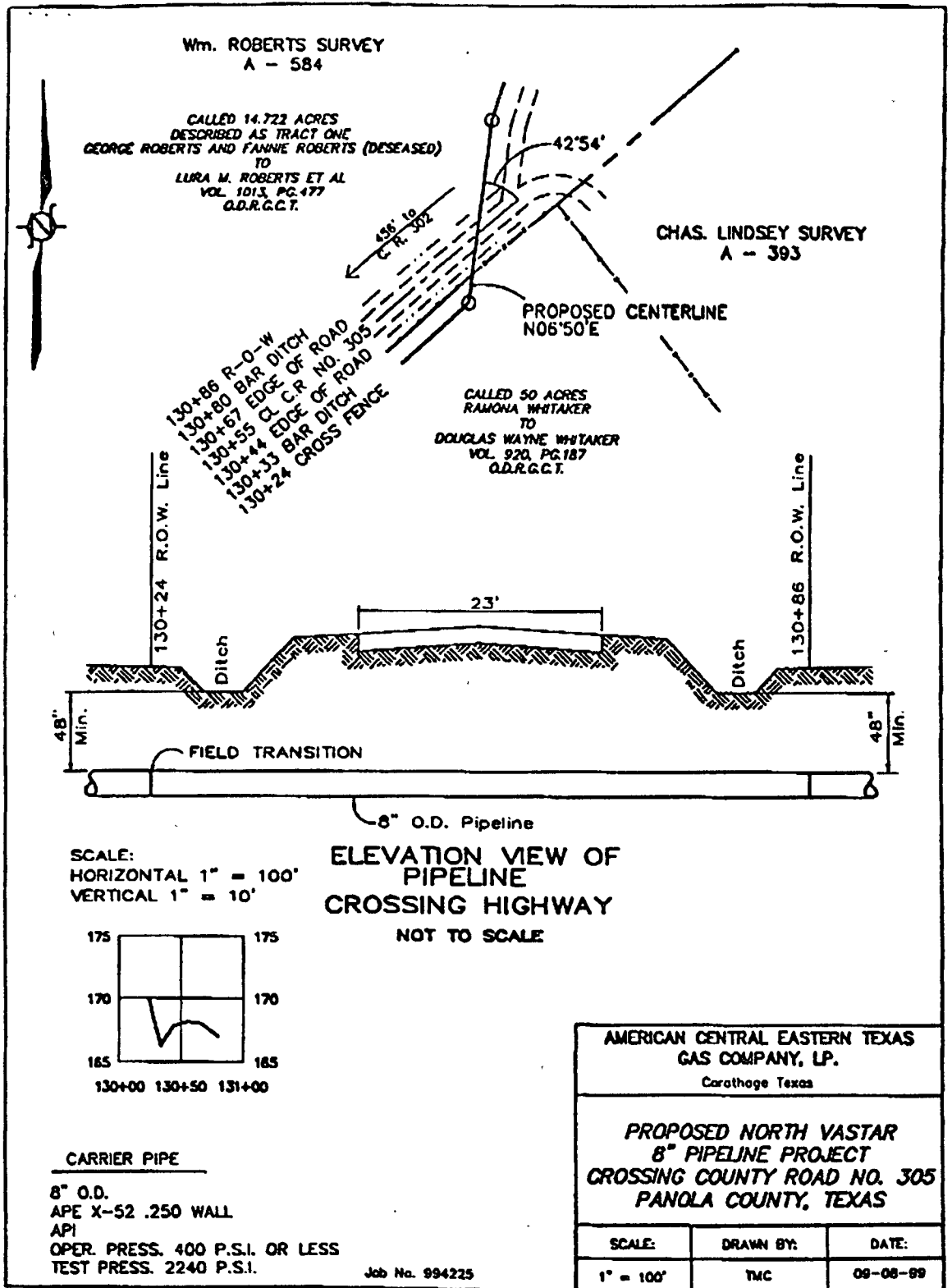
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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

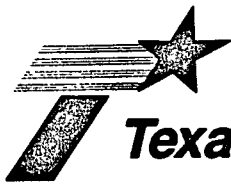
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in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

Approved: John Cordrey
COUNTY JUDGE

COMMISSIONERS:

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





Texas Department of Transportation

P O BOX 149217 • AUSTIN, TEXAS 78714-9217 • (512) 486-5000

January 16, 2002

File:TPP(D)
(512) 486-5052

The Honorable John Cordray
Panola County Judge
Rm. 216A, Courthouse
Carthage, TX 75633

Dear Judge Cordray:

This letter is to notify your office that the total county-maintained road mileage for your county was submitted to TxDOT's Vehicle Titles and Registration Division for disbursement of the title and registration fees for January 2002. The total county-maintained road mileage used in the 2002 Mileage Certification was 612 miles.

This mileage may be the previous certified mileage for funding year 2001 or this may include mileage updates from road inventory and/or city limit changes.

If you need further information or have any questions please contact Martin Broad at (512) 486-5062 or Debbie Hansen at (512) 486-5070.

Sincerely,

James L. Randall, P.E.
Director, Transportation
Planning and Programming

cc: Kim Hajek
Martin Broad
Debbie Hansen
Tax Assessor-Collector

COUNTY OF PANOLA
CARTHAGE, TEXAS

NOTICE TO BIDDERS

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids on Fly Ash for use by the Road & Bridge Department. Bids will be received at the Office of County Judge John Cordray, Room 216-A Panola County Courthouse, Carthage, Texas 75633 until February 25, 2002, at 9:00 a.m. at which time bids will be opened in the Commissioners Courtroom, Carthage, Texas during the Commissioners Court meeting. Bids are to be on the unit price basis and no bond is required. Specifications and bid forms may be obtained at the County Judge's Office, 110 S. Sycamore, Room 216A, Carthage, Texas 75633 and at the Road & Bridge Warehouse, 1211 E. Sabine, Carthage, Texas 75633. Contracts will be awarded to the successful bidders in accordance with the above mentioned chapter of the Local Government Code. Payment will be made by checks after receiving the product and upon approval of the invoice or statement by the Commissioners Court.

The estimated annual quantity is 3,500 tons of product. The County will not be obligated to purchase the estimated quantity or any particular quantity during the year. The Court reserves the right to accept or reject any and/or all bids.

Sidney Burns

Sidney Burns, County Auditor
Panola County, Texas

COUNTY OF PANOLA
CARTHAGE, TEXAS

NOTICE TO BIDDERS

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids for the lease of a Mixer – Soil Stabilizer for use by the Road & Bridge Department. Bids will be received at the Office of County Judge John Cordray, Room 216-A Panola County Courthouse, Carthage, Texas 75633 until February 25, 2002, at 9:00 a.m. at which time bids will be opened in the Commissioners Courtroom, Carthage, Texas during the Commissioners Court meeting. Bids are to be on a six month lump sum cost basis with the option to extend lease on a per month cost basis and no bond is required. Specifications and bid forms may be obtained at the County Judge's Office, 110 S. Sycamore, Room 216A, Carthage, Texas 75633 and at the Road & Bridge Warehouse, 1211 E. Sabine, Carthage, Texas 75633. Contracts will be awarded to the successful bidders in accordance with the above mentioned chapter of the Local Government Code. Payment will be made by checks in accordance with the terms of the accepted contracts and agreements and upon approval of the invoice or statement by the Commissioners Court.

The Court reserves the right to accept or reject any and/or all bids.

Sidney Burns
Sidney Burns, County Auditor
Panola County, Texas

COUNTY OF PANOLA
CARTHAGE, TEXAS

NOTICE TO BIDDERS

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids for a Tracked Excavator for use by the Road & Bridge Department. Bids will be received at the Office of County Judge John Cordray, Room 216-A Panola County Courthouse, Carthage, Texas 75633 until February 25, 2002, at 9:00 a.m. at which time bids will be opened in the Commissioners Courtroom, Carthage, Texas during the Commissioners Court meeting. Bids are to be on the total cost price basis with details of various cost involved and no bond is required. Specifications and bid forms may be obtained at the County Judge's Office, 110 S. Sycamore, Room 216A, Carthage, Texas 75633 and at the Road & Bridge Warehouse, 1211 E. Sabine, Carthage, Texas 75633. Contracts will be awarded to the successful bidders in accordance with the above mentioned chapter of the Local Government Code. Payment will be made by checks in accordance with the terms of the accepted contract and upon approval of the invoice or statement by the Commissioners Court.

The Court reserves the right to accept or reject any and/or all bids.

Sidney Burns

Sidney Burns, County Auditor
Panola County, Texas

AGREEMENT

THE STATE OF TEXAS X
 KNOW ALL MEN BY THESE PRESENTS
COUNTY OF PANOLA X

This agreement made and entered into between S. D. Twomey
As Grantor and PANOLA COUNTY as Grantee this 22nd day of January 2002.

WHEREAS, S. D. Twomey is the owner of the following described
land to wit:

SEE ATTACHED EXHIBIT "A"

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

THE PARTIES AGREE AS FOLLOWS:

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

Grantee shall pay as consideration to Grantor for the benefit to it conveyed the

sum of FIFTY CENTS (.50) per yard for each yard of soil, clay or gravel removed by Grantee from described premises. In addition to the per yard rate, Panola County will pay a monthly fee of TWENTY-FIVE AND NO/100 (\$25.00) for those pits which are used for mixing road oil. This rate is subject to being increased by the action of the Panola County Commissioners Court. Along with the rights conferred above, the Grantee also serves the right to store material and equipment on site as needed. In case of stockpiling of bulk materials such as gravel, reclaimed asphalt pavement, etc., brought into my pit from an outside source, I will not be compensated for the removal of the material.

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

Signed the 22nd day of January, 2002.

S. D. Twomey
Grantor

ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF PANOLA X

This instrument was acknowledged before me on the 22nd day of January, 2002 by S. D. Twomey.



Edna Earl Gold
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Edna Earl Gold
Commission Expires: 8-26-03

As approved in Commissioners Court on the 28th day of

January, 2002.

By: John Cordray
JOHN CORDRAY, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF PANOLA X

This instrument was acknowledged before me on the 28th day of

January, 2002 by John Cordray



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

W. F. GATES AND ASSOCIATES
Consulting Engineers and Land Surveyors
Carthage, Texas

THE STATE OF TEXAS

COUNTY OF PANOLA

FIELD NOTES of a survey made for The First National Bank of Marshall, Texas

All that certain 141.571 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224, Panola County, Texas, and being a part of the remainder of that certain tract of land called 280 acres described in a Substitute Trustee's Deed from J. Barron Neal, Substitute Trustee, to the First National Bank of Marshall, Texas, dated September 2, 1988, recorded in Vol. 797, Page 814 of the Deed Records of Panola County, Texas, said 141.571 acre tract of land being more particularly described as follows:

BEGINNING at the Southeast corner of the abovementioned tract of land called 280 acres, a fence corner for a corner and Point of Beginning;

THENCE N 11° 40' W with the fence and its projection along the East line of the said tract a distance of 1,887.1 feet to a point on the centerline of County Road No. 402;

THENCE N 10° 37' W with the centerline of the said County Road No. 402 a distance of 2,885.3 feet to its intersection with the centerline of County Road No. 401;

THENCE, with the centerline of County Road No. 401, S 85° 13' W a distance of 175.0 feet and S 85° 17' W a distance of 940.7 feet to a Point of Curvature;

THENCE Westarily with the centerline of the said county road along a curve to the left (said curve having a central angle of 5° 11' and a radius of 1,586.7 feet) a distance of 141.4 feet to a point from which an iron rod set for a reference corner bears S 10° 01' E at 38.8 feet;

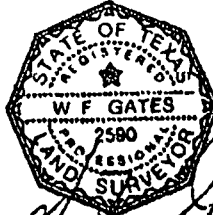
THENCE S 10° 01' E along a staked line a distance of 1,564.3 feet to a fence corner and S 10° 01' E along and with a fence a distance of 1,881.5 feet to a fence corner for an inner corner of the said tract of land called 280 acres;

THENCE S 10° 53' E with the fence along the Southerly West line of the said tract a distance of 1,814.1 feet to a fence corner for the Southerly Southwest corner of the same;

THENCE N 70° 50' E with the fence along the Easterly South line of the said tract a distance of 1,317.3 feet to the Point of Beginning, containing 141.571 acres.

APPENDIX
15 AC.

Surveyed November, 1992



W. F. Gates
W. F. Gates R.P.L.S.

39 PAGE 26

VOL

W. F. GATES AND ASSOCIATES
Consulting Engineers and Land Surveyors
Carthage, Texas

THE STATE OF TEXAS
COUNTY OF PANOLA

FIELD NOTES of a tract of land in the George Goodwin Survey Abstract No. 229.

All that certain 91.549 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 229, Panola County, Texas, and being a part of that certain tract of land called 280 acres described in a Substitute Trustee's Deed from J. Berron Neal, Substitute Trustee, to the First National Bank of Marshall, Texas, dated September 2, 1988, recorded in Vol. 797, Page 814 of the Deed Records of Panola County, Texas, said 91.549 acre tract of land being more particularly described as follows:

BEGINNING at the Northwest corner of that certain tract of land called 141.571 acres described in a deed from The First National Bank of Marshall, Texas, to Charlie Hodges and Shenon Twomey, dated December 3, 1992, recorded under Clerk's File No. 12204 of the Deed Records of Panola County, Texas, a point on the centerline of Hill's Lake Road (County Road No. 401), from which an iron rod found for a reference corner bears S 10° 01' E at 38.9 feet:

THENCE Westerly with the centerline of the said County Road No. 401 along a curve to the left a distance of 203.0 feet to a Point of Tangency (said curve having a central angle of 7° 23' and a radius of 1,588.7 feet) and S 72° 40' W a distance of 920.0 feet to a Point of Curvature:

THENCE Northeasterly with the centerline of the said county road along a curve to the right a distance of 148.2 feet (said curve having a central angle of 37° 38' and a radius of 225.6 feet) to the Northeast corner of that certain tract of land called 33.17 acres described in a Special Warranty Deed from The First National Bank of Marshall, Texas, to L. D. Hudman, dated March 31, 1989, recorded in Vol. 839, Page 123 of the Deed Records of Panola County, Texas:

THENCE S 10° 30' E with the East line of the said tract of land called 33.17 acres a distance of 2,271.0 feet to a fence corner for the Southeast corner of the same and the Northeast corner of a 57.335 acre tract:

THENCE S 10° 34' E with the fence along the East line of the said 57.335 acre tract a distance of 826.0 feet to a fence corner for the Southeast corner of the same and S 12° 04' E a distance of 71.1 feet to a fence corner for a Southwest corner of the said tract of land called 280 acres:

THENCE N 79° 21' E with the fence along the South line of the remainder of the said 280 acre tract a distance of 1,229.4 feet to a fence corner for an inner corner of the same on the West line of the said tract of land called 141.571 acres:

THENCE N 10° 01' W with the fence and its projection along the West line of the said 141.571 acres a distance of 3,255.9 feet to the Point of Beginning, containing 91.549 acres.



**TENTATIVE SCHEDULE FOR
2002 BUDGET PROCESS FOR
2003 FISCAL YEAR**

<u>DATE</u>	<u>ITEM</u>
May 1	County Judge sends budget request letters to department heads.
May 15	Chief Appraiser sends notices of appraised value.
May 31	Budget requests from department heads due back in County Judge's office.
June 10	Budget workshop following Regular Commissioners' Court meeting and continuing until concluded, recessing from day to day as necessary.
June 14	County Judge gives instructions to County Auditor for preparation of proposed budget. Auditor begins budget preparation.
July 8	Commissioners' Court Agenda Item: A. In accordance with the Property Tax Code, to officially appoint Jean Whiteside as Panola County's representative to calculate and publish the unit's effective and rollback tax rate schedules for tax roll year 2001. (Property Tax Code 26.04)
July 25	The Chief Appraiser certifies the approved appraisal roll to each taxing unit. (Property Tax Code 26.01)
July 31	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.
August 2	County Judge prepares letter of transmittal for his proposed budget, files proposed budget with County Clerk, and gives a copy to each Commissioner.

August 5

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 2003 on August 26, 2002 at 7:00 p.m.; to set the adoption of the Fiscal Year 2003 Budget on August 26, 2002 at 7:05 p.m.; 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 2003 and to set the adoption of such salaries on August 26, 2002 at 7:10 p.m. 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 there is an increase of more than three percent proposed, take a record vote and schedule a public hearing for August 16, 2002 at 9:00 a.m. and authorize applicable publications. (Tax Code, Section 26.05)

August 7

"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 2003 Budget.

E-Mail Notice to Ann Morris to upload to website.

Publish Proposed Salaries of Panola County Elected Officials.

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 29, 2002 at 9:00 a.m.). (Local Government Code, Section 111.010) (13 Days)

- August 21 (Wednesday)** "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) (7 Days)
- August 26** Commissioners' Court Agenda Items:
- A. To conduct Panola County Budget Hearing for Fiscal year 2003 at 7:00 p.m. on August 26, 2002 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 2003 at 7:05 p.m. on August 26, 2002. (Local Government Code, Section 111.008)
 - C. To adopt 2003 Elected Officials Salaries at 7:10 p.m. on August 26, 2002 pursuant to notice and publication thereof as required by law. (Local Government Code, Section 111.010)
- August 27** 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 2002-___ setting the 2002 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 2 - 9:00 a.m.** Last day for elected official to file salary grievance. (Must be heard within 10 days of receipt of grievance.)
- September 2** If no grievance is filed, County Judge files adopted budget with County Clerk.
- No later than September 12 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 16 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.

PANOLA COUNTY INVESTMENTS REPORT
DECEMBER 31, 2001

INVESTMENTS AS OF SEPTEMBER 30, 2001	20,000,000.00		
	<u>Investments</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
Beginning Balance 09-30-01	20,000,000.00		
Maturing 10-09-01 (Purchased 7-10-01)	(8,900,000.00)		3.81%
Purchase of CD No. 44178 on 10-09-01	4,900,000.00	1/8/02	3.50%
General - 1,932,000.00			
Special Fees - 31,000.00			
Special Fees - 25,000.00			
Road & Bridge - 100,000.00			
F M & Lateral Road - 50,000.00			
Road Bond 1971 - 76,667.26			
Payroll Taxes & Benefits - 62,226.16			
Juvenile Probation - 8,000.00			
Old Probation - 3,000.00			
Permanent Improvement - 26,777.47			
Panola County Airport - 30,000.00			
Health Fund - 2,566,329.12			
Purchase of CD No. 44217 on 10-30-01	1,000,000.00	1/2/02	3.80%
Advanced Ad Valorem - 1,000,000.00			
Purchase of CD No. 44227 on 11-05-01	3,550,000.00	1/8/02	3.50%
Advanced Ad Valorem - 3,550,000.00			
Maturing 11-08-01 (Purchased 8-07-01)	(2,400,000.00)		3.50%
Purchase of CD No. 44229 on 11-06-01	1,400,000.00	1/2/02	3.50%
General Fund - 487,000.00			
Special Fees - 29,000.00			
Special Fees - 7,000.00			
Road & Bridge - 200,000.00			
F M & Lateral Road - 91,000.00			
Road Bond 1971 - 53,848.53			
Payroll Taxes & Benefits - 226,376.41			
Old Probation - 3,000.00			
Permanent Improvement - 39,949.54			
Panola County Airport - 21,000.00			
Health Fund - 241,828.52			
Purchase of CD No. 44319 on 12-20-01	2,800,000.00	3/13/02	3.50%
Advanced Ad Valorem - 2,800,000.00			
Maturing 12-31-01 (Purchased 9-11-01)	(4,800,000.00)		3.50%
Purchase of CD No. 44338 on 12-31-01	5,600,000.00	3/13/02	3.50%
General - 3,208,000.00			
Special Fees - 35,000.00			
Special Fees - 49,000.00			
Road & Bridge - 910,000.00			
F M & Lateral Road - 348,000.00			
Road Bond 1971 - 51,933.78			
Payroll Taxes & Benefits - 842,972.08			
Adult Probation - 11,000.00			
Juvenile Probation - 21,000.00			
Juvenile Probation - 6,000.00			
Old Probation - 4,000.00			
Permanent Improvement - 56,094.14			
Panola County Airport - 57,000.00			
INVESTMENTS AS OF DECEMBER 31, 2001	<u>26,450,000.00</u>		

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

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

Sam Cordray
Panola County Judge

1-28-02
Date

Jedre Bure
Panola County Auditor

1-28-02
Date

Glenn Potman
Panola County Treasurer

01-28-2002
Date

FILED FOR RECORD
IN MY OFFICE

AT 4:02 O'CLOCK P. M.

JAN 28 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sam Ascraft* DEPUTY

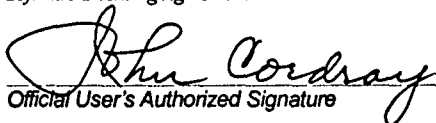
Certificate of License

This agreement licenses **Panola Justice of Peace #1 and 2** to use KellPro Software and/or Imaging on 5 workstations and 0 view-only stations from January 1, 2002 to December 31, 2002 for consideration in the amount of \$5,000 00.

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

KellPro Software Licensing Agreement

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


Official User's Authorized Signature

Date 1-28-02


Official KellPro Signature

Date December 26, 2001

Coverage and Exclusions

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

Additionally, the licensed user may receive at no charge; any applicable KellPro software updates which may become available. KellPro will periodically release an upgraded version of the software to all licensed users. Additional upgrades to correct specific situations will be released on an as-needed or as-requested basis.

All licensed users become members of the applicable KellPro Software Users Group. Each member may then submit enhancement requests to the user group to be prioritized and submitted to KellPro for future development. Users desiring enhancements not currently highly prioritized by the users group may submit them to KellPro for development at current development rates.

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

If the licensed user decides to replace a KellPro Software System with software from another vendor, KellPro will provide the licensed user's data in either XBASE or ASCII format (both are industry standard formats) for the licensed user for the purpose of converting data into the third party software system.

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

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

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

June 22, 2000

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02

John Cordray
John Cordray,
County Judge

NAME: JOHN CORDRAY
POSITION: COUNTY JUDGE
DEPARTMENT: COUNTY JUDGE
DATE: 1-14-02

CONFERENCE: COUNTY JUDGES EDUCATION CONFERENCE
LOCATION: CORPUS CHRISTI, TX
DATES: April 14, 2002 to April 18, 2002
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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?
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.)

This is a required annual 16-hr. school for
all constitutional county judges.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02
John Cordray
John Cordray,
County Judge

NAME: Nicky Henigan
POSITION: Administration
DEPARTMENT: PCSO
DATE: January 4, 2002

CONFERENCE: Sex Offender Registration Conference
LOCATION: Galveston, TX
DATES: April 1, 2002 to April 4, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? No

How much of your requirements have been met already, not counting this conference?
No

How many days have you been away from your job this year for conferences, not counting this conference? 2/12

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

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)
To be updated on laws & procedures regarding sex offender registration.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02

John Cordray
John Cordray,
County Clerk

NAME:

Jean Antevade, Jonell Harris, Janice Coe

POSITION:

Jan A/C & Deputies

DEPARTMENT:

Auto Registration

DATE:

Each will attend 1 all day conference being held throughout the year. They are holding sit so everyone can get the training.

CONFERENCE:

Registration & Title Class (Sun Sat)

LOCATION:

Longview

DATES:

Just one Feb. 21 - rest of dates not set.

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1

Does the conference meet your educational requirements for the year?

na -

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

na -

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

na -

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

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

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

Review & update on laws & legislative changes in vehicle titles & registration permits, etc.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02
John Cordray
John Cordray,
County Judge

NAME: Linda Pope
POSITION: Sgt.
DEPARTMENT: Panola County Sheriff's Dept
DATE: 1-22-02

CONFERENCE: Sex Offender Registration Conference
LOCATION: Coalveston, TN.
DATES: 3-31-02 to 4/4/02

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?

None of the latest updates have been released

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.)

On back

By attending this conference with the information provided by the instructors our department as well as the public will be in compliance with the laws and regulations of the sex offenders in our community. Attending this conference will also enable us to correspond with other agencies and their policies.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02
John Cordray
John Cordray,
County Judge

NAME: Douglas L. McKinney

POSITION: County Extension Agent-Ag.

DEPARTMENT: Extension Office

DATE: 1-23-02

CONFERENCE: San Antonio Livestock Exposition, Heifer Show

LOCATION: San Antonio, TX

DATES: February 4, 2002 to February 9, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year?

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 10

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

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

To chaperone and assist 4-H members with their livestock projects at the
San Antonio Livestock Exposition.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
01-28-02
John Cordray
John Cordray,
County Judge

NAME: Douglas L. McKinney

POSITION: County Extension Agent-Ag.

DEPARTMENT: Extension Office

DATE: 1-23-02

CONFERENCE: San Antonio Livestock Exposition, Calf Scramble

LOCATION: San Antonio, TX

DATES: February 12, 2002 to February 13, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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? 15

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

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

To chaperone and assist 4-H members with the calf scramble at the

San Antonio Livestock Exposition.

ACTION

ITEMS

Article County
25 Jan 2002
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

03:16:25p=

Open Invoices thru 01/26/02

PAGE 1

	Gross Amount	Req. Feq.	Discount	Req. Feq.	Net Amt.....
* Due 2681-A T & T DATA	\$6.05		\$0.20		\$ 16.05
* Due 3073-A T & T WIRELESS R & D	\$188.42		\$0.00		\$ 188.42
* Due 2783-A T & T WIRELESS SERVICES	\$631.75		\$0.00		\$ 631.75
* Due 235-ALTEL	\$257.95		\$0.00		\$ 257.95
* Due 32-ARCH	\$59.97		\$0.00		\$ 59.97
* Due 2451-APT BARNETT	\$120.00		\$0.00		\$ 120.00
* Due 495-B & D FIRE & SAFETY INC.	\$74.50		\$0.00		\$ 74.50
* Due 1535-BASKIN'S MARSHALL	\$21.45		\$2.00		\$ 21.45
* Due 479-BELL SUPPLY COMPANY	\$9.25		\$0.00		\$ 9.25
* Due 21-BOBEL SALES	\$85.00		\$0.00		\$ 85.00
* Due 2679-C & S TECHNICAL SERVICES	\$120.00		\$0.00		\$ 120.00
* Due 38-C.C.V. INC	\$331.20		\$0.00		\$ 331.20
* Due 6-CAZN HARDWARE AND LUMBER COMP	\$7.37		\$0.00		\$ 7.37

Wanda County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

PAGE 2

	Gross Amt.	Req.	Req.	Discount	Req.	Req.	Net Amt.
* Due 225-CARTEZ TRAILER CORPN, 24497.44				\$0.00			\$ 497.44
* Due 124-CARTAGE AC & VET SUPPLY \$75.50				\$0.00			\$ 75.50
* Due 2560-CARTAGE OCCOUNT TIRE \$239.00				\$0.00			\$ 239.00
* Due R-CARTAGE MACHINE AND WELDING \$903.26				\$0.00			\$ 903.26
* Due 158-CASSITY JONES HARDWARE \$10.00				\$0.00			\$ 10.00
* Due 2110-CERTIFIED SERVICE CENTER \$81.00				\$0.00			\$ 81.00
* Due 442-CHARLES BATTLE \$25.00				\$0.00			\$ 25.00
* Due 753-CHEV-SERV INC. \$65.00				\$0.00			\$ 65.00
* Due 42-CHEROKEE COUNTY \$725.00				\$0.00			\$ 725.00
* Due 128-CHEVON USA, INC. \$100.14				\$0.00			\$ 100.14
* Due 37-CITY OF CARTAGE \$23350.00				\$0.00			\$ 23350.00
* Due 3074-CLAYTON LAERONE \$25.00				\$0.00			\$ 25.00
* Due 3021-CONSECO HEALTH INSURANCE \$1600.00				\$0.00			\$ 1600.00

Parole County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

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

* Due 195-CONSECO SENIOR HEALTH INS	\$129.70		\$0.00		\$ 129.70
* Due 195-COREY BANYHEAD	\$1150.00		\$0.00		\$ 1150.00
* Due 402-COUNTY JUDGES & COMMISSIONERS TEXAS	\$700.00	0	\$0.00		\$ 700.00
* Due 402-COUNTY TREASURERS ASSOCIATION	\$50.00		\$0.00		\$ 50.00
* Due 2759-COX COMMUNICATIONS INC	\$39.90		\$0.00		\$ 39.90
* Due 452-DALLAS COUNTY TREASURER	\$2300.00		\$0.00		\$ 2300.00
* Due 192-DANKA OFFICE IMAGING CO	\$257.95		\$0.00		\$ 257.95
* Due 4-DARR EQUIPMENT CO.	\$1407.86		\$0.00		\$ 1407.86
* Due 218-DEALER TRUCK EQUIPMENT	\$750.00		\$0.00		\$ 750.00
* Due 1905-DECISIONONE CORPORATION	\$17.84		\$0.00		\$ 17.84
* Due 201-DR. KEITH KEEZING	\$500.00		\$0.00		\$ 500.00
* Due 1376-DUANE PARKER	\$800.00		\$0.00		\$ 800.00
* Due 2791-EARTHGRAINS BAKING COS INC	\$63.15		\$0.00		\$ 63.15
* Due 2998-EAST TEXAS COPY SYSTEMS	\$1255.70		\$0.00		\$ 1255.70

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

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	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 100-ECKERDS DRUG	\$56.61			\$0.00			\$ 66.61
* Due 2070-EMER RESOURCE PA ETWC CA	\$414.00			\$0.00			\$ 414.00
* Due 2066-ETWC CARTHAGE	\$13261.21			\$0.00			\$ 13261.21
* Due 3025-ETOX	\$24.95			\$0.00			\$ 24.95
* Due 93-EXCEL FORD LINCOLN MERCURY	\$430.88			\$0.00			\$ 430.88
* Due 1501-FIRE & SAFETY EQUIPMENT	\$300.65			\$0.00			\$ 300.65
* Due 205-FIRST STATE BANK & TRUST	\$15.00			\$0.00			\$ 15.00
* Due 1161-FLORENCE SIKS	\$34.50			\$0.00			\$ 34.50
* Due 07-GOVERNMENT RECORDS SERVICE	\$1827.18			\$0.00			\$ 1827.18
* Due 2850-HARRISON COUNTY JUVENILE	\$390.00			\$0.00			\$ 390.00
* Due 500-C.W. COPELAND CONST. CO.	\$660.00			\$0.00			\$ 660.00
* Due 2905-JAMES KEITH KNIGHT	\$25.00			\$0.00			\$ 25.00
* Due 767-JEAN WHITESIDE	\$389.41			\$0.00			\$ 389.41

Penola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

PAGE 5

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1287-JOE D. CLAYTON	\$80.33			\$0.00			\$ 80.33
* Due 2782-KELLER	\$2597.38			\$0.00			\$ 2597.38
* Due 5-KEN TURNER PHARMACY	\$89.32			\$0.00			\$ 89.32
* Due 943-KEVIN LAKE	\$616.85			\$0.00			\$ 616.85
* Due 434-L. ROYCE HILL M.D.	\$450.00			\$0.00			\$ 450.00
* Due 443-LINER PERKINS	\$25.00			\$0.00			\$ 25.00
* Due 1866-LINER POPE	\$21.19			\$0.00			\$ 21.19
* Due 3200-LUZ CISNEROS	\$116.00			\$0.00			\$ 116.00
* Due 3111-MATTHEW BENDER & CO., IN	\$105.44			\$0.00			\$ 105.44
* Due 1404-NERVEN SCOTT	\$25.00			\$0.00			\$ 25.00
* Due 3585-RONNESA WELLSAMSON	\$100.00			\$0.00			\$ 100.00
* Due 2140-POPRISON SUPPLY COMPANY	\$1260.11			\$0.00			\$ 1260.11
* Due 2013-MUSIC MOUNTAIN WATER COMP	\$78.50			\$0.00			\$ 78.50

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Oper Invoices thru 01/28/02

25 Jan 2002

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	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2030-NICKY MENISAN	\$150.00	_____	_____	\$0.00	_____	_____	\$ 150.00
* Due 847-OFFICE DEPOT INC.	\$556.45	_____	_____	\$0.00	_____	_____	\$ 656.45
* Due 3202-OLMSTED-KIRK PAPER COMPAN	\$31.00	_____	_____	\$0.00	_____	_____	\$ 31.00
* Due 3035-DATABASE SERVICES INC	\$450.00	_____	_____	\$0.00	_____	_____	\$ 450.00
* Due 1190-PANOLA COUNTY JUVENILE	\$51597.00	_____	_____	\$0.00	_____	_____	\$ 51597.00
* Due 737-PANOLA POST/WATCHMAN	\$555.50	_____	_____	\$0.00	_____	_____	\$ 655.50
* Due 2741-PAPPAS TECHNOLOGIES INC	\$173.75	_____	_____	\$0.00	_____	_____	\$ 173.75
* Due 677-PAYROLL TAXES & BENEFIT	\$71203.53	_____	_____	\$0.00	_____	_____	\$ 71203.53
* Due 103-PEGUES-WURST MOTOR CO.	\$113994.55	_____	_____	\$0.00	_____	_____	\$ 113994.55
* Due 254-PENSAD, INC	\$276.51	_____	_____	\$0.00	_____	_____	\$ 276.51
* Due 69-PITNEY BOWES	\$559.00	_____	_____	\$0.00	_____	_____	\$ 559.00
* Due 233-PRITCHARD & ABBOTT, INC	\$19925.00	_____	_____	\$0.00	_____	_____	\$ 19925.00
* Due 2631-PROTELL SYSTEMS INTERNA	\$260.00	_____	_____	\$0.00	_____	_____	\$ 260.00
* Due 412-QUILL CORPORATION	\$617.28	_____	_____	\$0.00	_____	_____	\$ 617.28

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

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

* Due 60-R & J'S CUSTOM EXHAUST & MUFF	13.50	0	\$0.00		\$ 13.50
* Due 1935-R. F. AVERY	\$155.00		\$0.00		\$ 155.00
* Due 20-RED MAN SUPPLY	\$34.14		\$0.00		\$ 34.14
* Due 63-RELIANT ENERGY(ENTEX)	\$418.43		\$0.00		\$ 418.43
* Due 121-SAMMY BROWN LIBRARY	\$1772.65		\$0.00		\$ 1772.65
* Due 453-SANDRA KING	\$218.67		\$0.00		\$ 218.67
* Due 189-SSC SOUTHWESTERN BELL TEL#246.03	246.03	N	\$0.00		\$ 246.03
* Due 198-SHENANDOAH LIFE INSURANCE	841.75		\$0.00		\$ 841.75
* Due 2923-SOUTHWESTERN BELL	\$3825.00		\$0.00		\$ 3825.00
* Due 1674-STAT INC	\$175.00		\$0.00		\$ 175.00
* Due 2711-STEPHEN C. MAHAFFEY	\$450.00		\$0.00		\$ 450.00
* Due 980-STEVE ROTORS	\$1004.61		\$0.00		\$ 1004.61
* Due 938-SUE GRAFTON	\$158.88		\$0.00		\$ 158.88

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002

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	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 1938-TERRE HUDSON	\$473.15	_____	\$0.00	\$ 473.15
* Due 295-TEXAS ASSOCIATION OF CC	\$32822.50	_____	\$0.00	\$ 32822.50
* Due 341-TEXAS PROBATION ASSOCIATION	\$70.00	_____	\$0.00	\$ 70.00
* Due 2580-TEXAS WILDLIFE DAMAGE	\$1000.00	_____	\$0.00	\$ 1000.00
* Due 2059-THE NETT.COM	\$229.95	_____	\$0.00	\$ 229.95
* Due 161-THE SOFTWARE GROUP	\$34500.00	_____	\$0.00	\$ 34500.00
* Due 33-THYSSENKRUPP ELEVATOR	\$135.00	_____	\$0.00	\$ 135.00
* Due 2640-TONS HOOKED	\$5.67	_____	\$0.00	\$ 5.67
* Due 1715-TRANCOR AMERICA INC	\$645.00	_____	\$0.00	\$ 645.00
* Due 61-TROY'S RADIATOR SHOP	\$137.50	_____	\$0.00	\$ 137.50
* Due 123-TYSON FOODS, INC.	\$160.00	_____	\$0.00	\$ 160.00
* Due 1896-UNIFIRST	\$549.42	_____	\$0.00	\$ 549.42
* Due 3031-UPSHUR COUNTY	\$10173.05	_____	\$0.00	\$ 10173.05

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 01/28/02

25 Jan 2002
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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 1650-USPS DISBURSING OFFICER	\$450.00		\$0.00		\$ 450.00
* Due 2971-WALMART COMMUNITY SRC	\$293.84		\$0.00		293.84
* Due 2533-WEST GROUP	\$1416.50		\$0.00		1416.50
* Due 1834-WHITAKER PLUMBING	\$115.00		\$0.00		115.00
* Due 149-WHOLESALE SUPPLY INC	\$255.00		\$0.00		255.00
* Due 64-XEROX CORPORATION	\$179.53		\$0.00		179.53
Totals	\$425462.31		\$0.00		\$ 425462.31

224 records listed.

INSURANCE PROPOSAL

PREPARED FOR:

Panola County

PRESENTED BY:
The Patterson Agency

Account Executive: Scott Thomas
Address: P.O. Box 430, Carthage, TX 75633
Phone: (903) 693-3831
Date: January 28, 2002

The follow presentation is the renewal information for the Property & Liability Insurance through the Texas Public Entity Group. The Policies are 100% reinsured and administered by St. Paul Insurance Group.

This presentation is designed to give you an overview of the insurance coverages we recommend for your Entity. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Schedule of Locations

<u>Location</u>	<u>Street, City, County, State, Zipcode</u>
01	Main Courthouse Building 112 S. Sycamore, Carthage, Texas 75633
02	1 st Courthouse Annex 108 S. Sycamore, Carthage, Texas 75633
03	Detention Center/Sheriff's Department 110 S. Sycamore, Carthage, Texas 75633
04	Truck Storage/Road & Bridge Office 2019C E. Sabine, Carthage, Texas 75633
05	Road & Bridge Shop Building 2021 E. Sabine, Carthage, Texas 75633
06	Library 522 W. College, Carthage, Texas 75633
07	Probation Offices 313 W. Panola, Carthage, Texas 75633
08	Offices in Post Office Building 109 W. Wellington, Carthage, Texas 75633
09	Hospital 409 Cottage Rd., Carthage, Texas 75633
10	Doctors' Clinic 702 N. Davis, Carthage, Texas 75633
11	Panola County Airport Hwy 79 North, Carthage, Texas 75633
12	"Old State Barn" Storage Facility 701 E. Sabine, Carthage, Texas 75633

INSURANCE RENEWAL

COMMERCIAL PACKAGE POLICY

Company Name: St. Paul Insurance Co. Policy Term: 02/13/2002 to 02/13/2003

Property

Location Number: Blanket Coverage
 Building Number: Blanket Coverage
 Location Address:

<u>Limits</u>	<u>Property Description</u>	<u>Deductible</u>	<u>Co-Ins</u>	<u>Value</u>	<u>Causes of Loss</u>
\$ 7,986,980	Building & Contents	\$ 1000	90%	RC	Special

Location Number: 11
 Building Number: All Hangers
 Location Address: Hwy 79 North, Carthage, Texas 75633

<u>Limits</u>	<u>Property Description</u>	<u>Deductible</u>	<u>Co-Ins</u>	<u>Value</u>	<u>Causes of Loss</u>
\$ 15,600	Hanger 6#	\$ 1000	90%	ACV	Special
\$ 20,800	Hanger 7#	\$ 1000	90%	ACV	Special
\$ 6,240	Hanger 8#	\$ 1000	90%	ACV	Special
\$ 12,480	Hanger 10#	\$ 1000	90%	ACV	Special
\$ 6,240	Hanger 12#	\$ 1000	90%	ACV	Special
\$ 14,560	Hanger 13#	\$ 1000	90%	ACV	Special
\$ 6,240	Hanger 14#	\$ 1000	90%	ACV	Special
\$ 36,400	Hanger 16#	\$ 1000	90%	ACV	Special

Equipment Breakdown

Coverage is included in the property limit. Property deductible applies.

Sublimits:

Expediting Expense	250,000
Pollution Clean-up	250,000
Spoilage	250,000

Program Features & Benefits

Property

Property Covered only if described in the statement of values:

- Underground tanks, flues, pipes, and drains
- Fences, except as included under the outdoor property additional benefit

Additional Coverages – The following are included in the property limit

- Debris Removal – up to 25% of paid loss
- Preservation of property moved to another location for 30 days

Additional Benefits

The following additional benefits are included. These benefits are in addition to the property limit and are subject to the property deductible.

Property Description

Limits

Accounts Receivable	\$ 100,000
Arson Reward	\$ 7,500
Building Ordinance or Law	\$ 100,000
Business Income/Extra Expense	\$ 100,000
Commandeered property	\$ 100,000
Communication Equipment	\$ 50,000
Computer	\$ 50,000
Crime Reward	\$ 5,000
Fairs, Exhibits, or Displays	\$ 50,000
Fine Arts	\$ 50,000
Fire Department Service Charge	\$ 25,000
Freestanding Signs	\$ 25,000
Grounds Maintenance Equipment	\$ 50,000
Inventory & Appraisals	\$ 10,000
Money & Securities (inside & outside)	\$ 5,000
Newly Acquired Property (Building for 180 days)	\$1,000,000
Newly Acquired Property (contents for 180 days)	\$ 50,000
Off premises utility failure (Direct Damage)	\$ 50,000
Other People's Property	\$ 25,000
Outdoor Property (Maximum \$1,000 any one item)	\$ 50,000
Pairs & Sets	\$ 25,000
Personal Belongings	\$ 50,000
Pollution Clean-up	\$ 25,000
Property in Transit	\$ 50,000
Spoilage	\$ 10,000
Temporary Location	\$ 50,000
Valuable Records Research	\$ 100,000
Water Damage	\$ 50,000

Inland Marine

<u>Limits</u>	<u>Subject of Insurance</u>	<u>Deductible</u>
\$ 1,905,483	Scheduled Equipment	\$ 250

Includes: Actual Cash Value Valuation
Special Causes of Loss Protection

Commercial General Liability

<u>Limits</u>	<u>Coverage Description</u>
\$ 2,000,000	General Total Limit
\$ 2,000,000	Products & Completed Work Total Limit
\$ 2,000,000	Personal Injury Each Person Limit
\$ 2,000,000	Advertising Injury Each Person Limit
\$ 2,000,000	Each Event Limit
\$ 2,000,000	Premises Damage
\$ Excluded	Medical Expenses

Program Features & Benefits**General Liability****Coverage Agreement:**

This agreement is designed to cover the premises and operations exposures of the named insured. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that results from an event, including:

- Extended Bodily Injury
- Broad Form Property Damage
- Products and Completed Operations
- Personal Injury and Advertising Injury
- Premises Damage Legal Liability
- Broad Form Contractual Liability for covered contracts
- Host Liquor Liability
- Incidental Medical Malpractice
- Intentional Injury or Damage Resulting from the use of reasonable force to protect people/property
- Non-Owned Watercraft (less than 25 feet)
- Bodily Injury and Property Damage Pollution Coverage for:
 1. Pesticide/herbicide application
 2. Application of chlorine or sodium hypochlorite in sewage/water treatment or swimming pools
 3. Hostile fire heat, fumes or smoke
 4. Mobile equipment operating fluids
 5. Fire fighting or emergency response services

Who is Protected

Public Entity
Elected or Appointed Officials
Board Members
Employees and Volunteers

Real Estate Managers
Landlords
Equipment Lessors
Watercraft Users

**Employee Benefit Plans Administration Liability
Claims - Made****Coverage Description****Limits**

Total Limit	
Each Wrongful Act Limit	\$ 6,000,000
Each Wrongful Act Deductible	\$ 2,000,000
Retro Date: None	\$ 1,000

Program Features & Benefits**Employee Benefit Plans Administration Liability****Coverage Agreement**

This agreement is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. No retroactive date applies. However, coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is Protected

- Public Entity
- Employees

**Law Enforcement Liability
Occurrence**

<u>Coverage Description</u>	<u>Limits</u>
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 2,000,000
Each Wrongful Act Deductible(Loss and Loss Expense)	\$ 10,000

Program Features & Benefits

Law Enforcement Liability

Coverage Agreement

This coverage was designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that result from the conduct of laws enforcement duties by or for your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

- Bodily Injury, Personal Injury and Property Damage
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corps and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Mental Anguish, Emotional Distress, Humiliation
- Mutual Aid Agreements
- Violation of Civil protected under any federal, state or local law

Who is Protected

Public Entity

Employees

Elected or Appointed Officials

Volunteer Workers

Other

- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- Punitive damages covered up to full policy limits, if allowed by law.
- Additional Benefit of \$ 25,000 for personal property of others.
- All claims involving use of an auto are subject to the automobile insuring agreement.
- Employment-related practices excluded.
- Injury to employees and volunteer workers excluded.

**Public Entity Management Liability
Claims-Made Form**

<u>Coverage Description</u>	<u>Limits</u>
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 2,000,000
Each Wrongful Act Deductible (loss and loss expense)	\$ 25,000

Retro Date: 02/02/1997

Program Features & Benefits

Public Entity Management Liability

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, wrongful employment practice offenses are not covered.

Who is Protected

Public Entity
Elected or Appointed Officials
Board Members

All employees
Estates, Heirs, or Legal Representatives
Volunteer Workers

Other

- Pay on behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- Punitive damages covered up to full policy limits, if allowed by law
- No exclusion for Architects, Engineers or Lawyers.
- Automatic Limited Reporting Period of 60 Days after agreement is cancelled or not renewed
- Health care professional services and law enforcement duties exclusions apply
- Consent to Settle clause applies, unless removed by endorsement

**Employment Practices Liability
Claims-Made Form**

<u>Coverage Description</u>	<u>Limits</u>
Total Limit	\$ 2,000,000
Each Wrongful Employment Practice Offense Limit	\$ 2,000,000
Each Wrongful Offense (loss and loss defense expense)	\$ 25,000
Retro Date. 02/02/1997	

Important Notice: This is a claims-made insuring agreement that includes defense expenses within the limits of coverage.

**Program Features & Benefits
Public Entity Employment Practices Liability**

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury or property damage) any protected person is legally required to pay for covered employment injury to employees or independent contractors that results from a wrongful employment practice offense first committed after the retroactive date. Wrongful employment practice offense is defined to include discrimination, termination, harassment, retaliation, discipline, hiring, supervision, demotion, promotion, defamation, libel, slander, invasion of privacy.

Who is Protected

Public Entity
Elected or Appointed Officials
Board Members

Employees
Volunteer Workers

Other

- Pay on behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent
- Punitive damages covered up to full policy limits, if allowed by law
- Administrative proceedings conducted by governmental agencies in which damages are sought are included in the definition of suit
- Defense costs erode the limit of liability, subject to state exceptions
- Right, but no duty, to defend any protected person in an administrative proceeding, which does not seek damages. Defense costs for these proceedings are in addition to the limit of liability.
- Damages include attorneys' fees of the person bringing the claim if the protected person is legally required to pay them under the law which was violated
- Declaratory, injunctive or other non-monetary relief costs are excluded.
- Consent to Settle clause applies, unless removed by endorsement

COMMERCIAL AUTOMOBILE

VOL 39 PAGE 56

Company Name: St. Paul Insurance Co. Policy Term: 02/13/2002 to 02/13/2003

<u>Limits</u>	<u>Coverage Description</u>
\$ 2,000,000	Combined Single Limit - Bodily Injury and Property Damage
\$ 500,000	Uninsured Motorists
\$ 2,500	PIP or Equivalent No-Fault (\$ deductible applies)
Includes:	[x] Non-Owned Auto Liability
	[x] Hired Auto Liability

Physical Damage Coverage

<u>Deductible Amounts</u>	<u>Coverage Description</u>
\$ 100	Specified Perils
\$ 250	Comprehensive
\$ 500	Collision

For individual coverages, please see Schedule Commercial Auto List

Program Features & Benefits**Automobile Reporting Requirements**

In order to provide our insureds better service and administrative efficiency, St. Paul Public Sector Services is please to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Average Rate Application outlined below. The insured should continue to submit all change requests to their agent or broker for accurate record keeping and claims verification purposes. Particular attention should be paid to item 5, which specifies the type of automobiles that will continue to require reporting to the company.

Average Rate Application

1. The premium for the Automobile Liability and Physical damage coverages are average rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos.
2. The average rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

• Liability	\$280
• PIP	\$ 23
• Uninsured Motorist	\$ 53
• Specified Perils	0.116
• Comprehensive	0.151
• Collision	0.158
3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added using the "Average Rate Guidelines" will carry the same Liability limits and Physical Damage Deductibles issued at policy inception for autos of the same type
5. The following autos are not eligible:
 - Any auto with an original cost new over \$100,000
 - Any auto meeting the ISO definition of "Antique" auto.

Panola County Auto List

Num.	Year	Vehicle Make	Vin Number	Dep.	Cost New	Comp	Spec.	Coll.
1	1998	Ford F150 Pickup	1FTZX18WKB6539	CONTS.	\$ 22,635.00		x	x
2	1999	Ford Crown Vic	2FAFP71W8XX108093	LAW	\$ 17,930.00		x	x
3	1999	Ford Crown Vic	2FAFP71W1XX108095	LAW	\$ 17,930.00		x	x
4	1999	Ford Taurus 4-Door	1FAPF53U6XA149959	LAW	\$ 13,922.00		x	x
5	1998	Dodge Durango	1B4HS28Y6WF167551	SEIZED	\$ 24,000.00		x	x
6	2000	Ford Crown Vic	2FAFP71WBYX134131	LAW	\$ 20,007.00		x	x
7	2000	Ford Crown Vic	2FAFP71WYX134132	LAW	\$ 20,007.00		x	x
8	2000	Ford Crown Vic	1SAFP71W3YX134134	LAW	\$ 20,006.00		x	x
9	2000	Ford Crown Vic	2FAFP71W1YX134133	LAW	\$ 20,007.00		x	x
10	1989	Cartex Trailer	13KTG1015KT000447	R&B				x
11	1992	Chev Blazer Truck	1GNEK18KXNJ11455	R&B	\$ 10,000.00		x	
12	1981	Ford Pickup	2FTCF10E9BCA21308	SEIZED	\$ 10,000.00			
13	1991	Ford 1ton Flatbed Truck	1FDJF37H9MNA73243	R&B	\$ 12,844.00		x	
14	1993	Ford F6000 Truck	1FDNK64P8PVA00539	R&B	\$ 20,896.00		x	
15	1993	Chev Pickup	1GCEC19Z3PE182049	R&B	\$ 13,256.00		x	
16	1984	Mack Ston Truck	1M2N266Y7EA001224	R&B	\$ 39,470.00		x	
17	2001	Ford Dump Truck 750	3FDXF75H61MA31316	R&B	\$ 13,700.00	x		x
18	1969	Loadcraft Trailer	CA69143	R&B	\$ 20,628.00			
19	1967	Hell Tank Trailer	8395	R&B	\$ 16,633.00			
20	1994	Ford 3/4ton Pickup	1FTHF25Y0RLA58715	R&B	\$ 26,901.00		x	
21	1997	Ford 2door	8U62S153087	SEIZED	\$ 26,901.00		x	x
22	1999	Ford F150 Pickup 4x4	1FTRX18W6XXA32497	LAW	\$ 14,415.00		x	x
23	1994	Ford Crown Vic	2FALP71WARX147656	COMM.PC3	\$ 14,415.00		x	
24	1974	Wisconsin Trailer	4957	R&B	\$ 19,565.00			
25	1995	Ford Crown Vic	2FALP71WXSX151135	COMM.PC4	\$ 16,837.00		x	
26	1995	GMC Cab/Ch Wench Truck	1GDK7H1J3S525783	R&B	\$ 26,901.00		x	
27	1995	GMC Cab/Ch Wench Truck	1GDK7H1J1S525801	R&B	\$ 26,901.00		x	
28	1995	GMC 3/4 Pickup	1GTF24HXZ563911	R&B	\$ 14,415.00		x	
29	1995	GMC 3/4 Pickup	1GTF24H8SZ564328	R&B	\$ 14,415.00		x	
30	1996	Dodge 12passenger Van	2B5WB35Z5TK123852	JUV.PROB.	\$ 19,565.00		x	
31	1996	Ford 3/4ton Pickup	1FTHF25H0TLA79006	R&B	\$ 16,837.00		x	
32	1996	Ford 3/4ton Pickup	1FTHF25H2TLA79007	R&B	\$ 16,837.00		x	
33	1996	Ford 2ton Wench Truck	1FDWF60C1TVA20360	R&B	\$ 31,427.00		x	
34	1996	Ford 2ton Wench Truck	1FDWF60C5TVA20359	R&B	\$ 31,427.00		x	
35	1993	Mercury Topaz PPRC	2MEPM36X7PB617170	SEIZED			x	
36	1996	Ford Taurus PPRC	1FALP52V6TA283854	COMM.PC2			x	
37	1980	Clements End-Dmp Truck	TR389226	R&B	\$ 6,700.00		x	
38	1994	Chevy 1/2ton Pickup	1GDCD14Z5RZ158978	R&B	\$ 20,000.00		x	
39	1998	Ford 2ton Dump Truck	1FDXN80F4WVA13313	R&B	\$ 39,119.00		x	x
40	1998	Ford 2ton Dump Truck	1FDXN80FNWVA13312	R&B	\$ 39,119.00		x	x

Panola County Auto List

Num.	Year	Vehicle Make	Vin Number	Dep.	Cost New	Comp	Spec.	Coll.
41	1997	Ford F150 Truck	1FTDX1763VND41268	CONMI.PC1	\$ 20,186.00		X	X
42	1997	Ford Taurus	1FALP52U1VA307142	LAW	\$ 16,450.00		X	X
43	1998	Gooseneck Loboy		R&B	\$ 7,600.00	X		X
44	1999	Ford F800 Dumb Truck	3FEWF80C3XMAD1644	R&B	\$ 39,946.00		X	X
45	1999	Ford F800 Dumb Truck	3FEWF80CXXMAD1642	R&B	\$ 39,946.00		X	X
46	1998	Top Hat Utility Truck	4RTF51625WT017809	R&B			X	X
47	1994	Ford Bronco	1FMEU15N3RLB06101	R&B			X	X
48	1998	Gooseneck Loboy		R&B	\$ 6,400.00	X		X
49	1988	GMC Tank 4 1/2ton	1GDM7D1G2JV521365	R&B			X	
50	1995	Ford 15 passenger Van PPRC	1FBJS31H9SHB0930	LAW			X	
51	1999	Ford F800 Dumb Truck	2FEXF8014XMA13532	R&B	\$ 42,997.00		X	X
52	1999	Ford F800 Dumb Truck	2REXF8014XMA13531	R&B	\$ 42,997.00		X	X
53	1999	Ford F350 Truck	1FDWF36F6XED32992	R&B	\$ 22,782.00		X	X
54	1999	Ford F350 Truck	1FDWF36F6XED32993	R&B	\$ 22,782.00		X	X
55	1999	Ford F350 Truck	1FDWF36F6XED32994	R&B	\$ 22,782.00		X	X
56	1999	Cartex Gooseneck Trailer		R&B	\$ 8,000.00	X		X
57	1992	Dodge 1/2ton Truck	1B7HE16Y6NS527169	SEIZED			X	
58	1999	Cartex 25' Loboy Trailer		R&B	\$ 6,700.00	X		X
59	1984	Kenworth Tractor	1713	R&B	\$ 20,000.00		X	
60	2000	International 4700 Dumb Truck	1HTSCABN8YH313733	R&B	\$ 40,840.00	X		X
61	2000	International 4700 Dumb Truck	1HTSCABNXYH313734	R&B	\$ 40,840.00	X		X
62	2000	International 4700 Dumb Truck	1GTSCABN1YH313735	R&B	\$ 40,840.00	X		X
63	2000	Ford Expedition	1FMRU15L3YLB47617	LAW	\$ 25,443.00		X	X
64	1991	Mack Tractor Truck	1M2AA13YXWV012986	R&B	\$ 20,000.00		X	X
65	2001	Dodge 1ton Truck	3B6MC366X1M257739	R&B	\$ 25,871.00	X		X
66	1995	Ford Dump Truck	1FDYW82EXSVA96768	R&B			X	
67	2000	Ford F150 Truck	1FTPX18L2YNC23914	CONTS.2/3	\$ 30,000.00		X	X
68	1994	Flowboy Trailer	1H9SS4227RN102154	R&B	\$ 18,000.00	X		X
69	1995	Ford Dump Truck	1FDYW82ESVA06769	R&B	\$ 22,500.00		X	X
70	1995	Ford Dump Truck	1FDYW82ESVA06652	R&B	\$ 22,500.00		X	X
71	1995	Flowboy CB4000 Trailer	1H9SS1224SN102201	R&B	\$ 18,000.00	X		X
72	2000	Ford Taurus	1FAFP9222YA282249	LAW	\$ 14,840.00		X	X
73	2000	Ford Crown Vic	2FAFP71WXYX210724	LAW			X	X
74	2000	Chev Impalas	2G1WE52E8Y9239661	LAW	\$ 19,682.00		X	X
75	2000	Chev Impalas	2G1WE55KXY9234009	LAW	\$ 19,682.00		X	X
76	1994	Ford Van	1FDEE14H2RHB26271	SEIZED			X	X
77	1995	Ford Escort	1FASP14J9SE124545	SEIZED			X	X
78	1993	Mack 6h613 Truck	1M2AA14Y1PW023953	R&B	\$ 18,000.00		X	X
79	2001	Ford F150 Truck	1FTRX17W61KF21619	LAW			X	X
80	2001	Dodge 1ton Truck	3B6MC36681M525641	R&B	\$ 24,000.00	X		X
81	2001	Dodge 1ton Truck	3B6MC36611M525643	R&B	\$ 24,000.00	X		X

Commercial Crime

Company Name: St. Paul Insurance Co.
Policy Term: 02/13/2002 to 02/13/2003

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WOL

<u>Coverage Description</u>	<u>Limits</u>
Employee Theft-per Employee Coverage, Discovery Form Faithful Performance of Duty Endorsement applies	\$ 250,000
Deductible	\$ 2,500
Forgery or Alteration	\$ 10,000
Deductible	\$ 2,500
Inside Premises – Theft of Money & Securities	\$ 10,000
Deductible	\$ 2,500

The following additional exclusions apply:
 Treasurer or tax collector excluded under Employee Theft
 Employees required by to be individually bonded excluded under Employee Theft
 Law Enforcement officials excluded under Faithful Performance of Duty Endorsement

**Umbrella
Occurrence Form**

<u>Coverage Description</u>	<u>Limits</u>
General Total Limit	\$ 1,000,000
Products & Completed Work Total Limit	\$ 1,000,000
Personal Injury Each Person Limit	\$ 1,000,000
Advertising Injury Each Person Limit	\$ 1,000,000
Law Enforcement Liability Each Wrongful Act Limit	\$ 1,000,000
Each Event Limit	\$ 1,000,000
Deductible Per Event	\$ 10,000

Coverage is provided over the following underlying each event or each wrongful act limit:

General Liability (Occurrence)	\$ 2,000,000
Auto Liability	\$ 2,000,000
Law Enforcement Liability (Occurrence)	\$ 2,000,000

The following are included:

- Government Unit Endorsement
- Law Enforcement Liability Endorsement

The Following additional exclusions apply.

- Employment Related Practices Exclusion Endorsement
- Failure to Supply Services Exclusion Endorsement
- Health Care Professional Services Exclusion Endorsement
- Injury to Volunteer Firefighters Exclusion Endorsement
- Public Use of Property Exclusion Endorsement (eminent domain exclusion)

**Program Features & Benefits
Umbrella Excess Liability**

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Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for bodily injury, property damage, personal injury, and advertising injury that results from a catastrophic event. "Drop Down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a broader than primary basis.

Who is Protected

Follows the Primary Coverages

Other

- Sewer back up and failure to supply services are excluded
- Coverage does not apply over Employee Benefit Plans Administration Liability, Public Entity Management Liability or Health Care Professional Liability
- Deductible applies only to losses covered by the Umbrella Excess but not covered under the primary.

**Excess Errors and Omissions Liability
Claims-Made Form**

<u>Coverage Description</u>	<u>Limits</u>
Total Limit	\$ 1,000,000
Coverage is provided over the following underlying each wrongful act limit:	
Public Entity Management Liability (Claims-Made Form)	\$ 2,000,000
Employee Benefit Plans Administration Liability	\$ 2,000,000

**Program Features & Benefits
Excess Errors & Omission Liability**

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for damages other than bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop Down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each wrongful act limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a following from over primary basis.

Who is Protected

Follow the primary Coverages

Other

- Coverage does not apply over General Liability, Auto Liability, Law Enforcement Liability or any other coverage providing bodily injury, property damage, personal injury, or advertising injury.

KEY COVERAGE DEFINITIONS

Our proposal includes several key coverage features or recommendations that we would like to bring to your attention. Listed below are brief descriptions of these items.

Co-Insurance

A policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

Deductible

The deductible provision specifies the amount that will be deducted from any payment made to you because of a covered loss.

Replacement Cost Valuation

This loss valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

Personal Property Off Premises

This provision is used to extend your personal property coverage to include specified protection for property (other than stock) while it is temporarily located at premises you do not own, lease, or operate. Please note, that this extension does not cover your personal property while it is in-transit; at a fair or exhibition; or in the care, custody or control of a salesperson. Separate insurance must be purchased for these exposures.

Audit Premium

The proposed premium is based on the following estimates of annual exposures. They are subject to audit after expiration of the policy.

Bodily Injury By Accident Limit

This is the most your insurer will pay under Coverage B, Employers Liability, for all claims arising out of any one accident, regardless of the number of claims that may arise out of the accident.

Bodily Injury By Disease - Each Employee

This is the most your insurer will pay for damages due to bodily injury by disease to any one employee.

Bodily Injury By Disease - Policy Limits

This is the aggregate limit that stipulates the most your insurer will pay for employee bodily injury by disease claims during the policy period regardless of the number of employees who make such claims.

Advertising Injury Liability

This coverage is used to insure against claims of libel, slander, product disparagement, piracy, infringement of copyrights, etc., that arise out of the advertising of your goods, products or services.

Fire Damage Legal Liability

This coverage is used to insure against your legal liability that arises out of fire damage to structures rented to you or temporarily occupied by you with permission of the owner.

Liability Limits Explained

The PER OCCURRENCE limit is the maximum amount available for claims arising out of any one occurrence. The GENERAL AGGREGATE limit is the maximum payable amount for all claims during the policy year arising out of occurrences, except products and completed operations claims. The PRODUCTS AGGREGATE limit is the maximum amount available for products and completed operations claims.

Medical Payments

This coverage will reimburse, without regard to your liability, all reasonable medical expenses incurred by persons as a result of bodily injury sustained by accident as defined in your policy.

Occurrence Form (CG0001)

This form provides coverage for claims arising out of an accident which results in bodily injury or property damage neither expected nor intended. The form covers such claims that occur during the policy period regardless of when the claim is made against you.

Premises/Operations

This coverage is used to insure against claims arising out of your ownership, maintenance or use of premises including any operations that are in progress.

Products/Completed Operations

This coverage is used to insure against claims arising out of bodily injury and property damage that result from products you have sold, manufactured, handled, distributed or disposed of; or for work you have performed, provided the accident occurs away from a premises you own or rent.

Automobile Liability

This coverage is used to protect against claims alleged for bodily injury and property damage arising from the ownership, maintenance or use of any covered auto.

Automobile Physical Damage

This coverage is used to protect the covered vehicle itself. It pays for physical damage loss that results from a covered peril.

Collision Coverage

This coverage is used to insure against loss or damage to a covered vehicle result in Comprehensive Perils Coverage

This coverage is used to insure against loss or damage to a covered vehicle resulting from loss excluding collision or upset from collision or upset.

Hired Automobile Coverage

This coverage is used to protect against claims arising out of the use of vehicles leased, hired, rented or borrowed by you, or your employees, while in the course of business.

Non-Owned Automobile Liability

This coverage is used to provide you with liability protection for autos you do not own, lease, hire, rent, or borrow while they are being used in connection with your business operations.

Personal Injury Protection

This coverage is used to provide medical expenses as well as work loss, funeral expenses, essential services expenses and survivor's loss coverage as outlined in your state's statutory No-Fault laws.

Uninsured/Underinsured Motorist

Uninsured and Underinsured Motorist coverage protects you and your passengers against bodily injury expenses if you are hit by another driver who has no automobile liability insurance or has less than the minimum limits required by your state.

Valuable Papers (CM0067)

This coverage is used to insure valuable papers and records including books, maps, films, drawings, abstracts, deeds and manuscripts, on either a blanket or scheduled basis. Coverage includes the actual cost of materials and any additional expenses necessary to reproduce these records.

Fine Arts/Antiques Floater

This coverage is used to insure works of art or other items of historical value or rarity including pictures, paintings, statuary, rare books, and antiques. The policy protects against loss arising from any cause not specifically excluded up to the limits specified for each covered item.

PREMIUM SUMMARY

DESCRIPTION OF COVERAGE	PREMIUM
Property	\$ 8,350.00
Equipment Breakdown	\$ 833.00
Inland Marine	\$ 12,337.00
General Liability	\$ 26,773.00
Employee Benefit Plans Administration Liability	\$ 125.00
Law Enforcement Liability	\$ 41,223.00
Public Entity Management Liability	\$ 2,766.00
Public Entity Employment Practices Liability	\$ 30,825.00
Auto Physical Damage	\$ 32,717.00
Crime	\$ 1,463.00
Auto Liability	\$ 30,802.00
Umbrella	\$ 9,842.00
Total Estimated Premium	\$198,056.00

Premium Comparison

<u>Coverages</u>	<u>Expiring Policies</u>	<u>Renewal Policies</u>
Commercial Property	\$7,616.00	\$8,350.00
Equipment Breakdown	\$2,644.00	\$833.00
Inland Marine	\$9,231.00	\$12,337.00
General Liability	\$28,423.00	\$26,773.00
Employee Benefit Plans Administration Liability	Do not have	\$125.00
Law Enforcement Liability	\$36,948.00	\$41,223.00
Public Entity Management Liability	\$42,551.45	\$33,591.00
Public Entity Employment Practices Liability	Included in above	Included in above
Auto Liability	\$44,318.00	\$63,519.00
Crime	Do not have	\$1,463.00
Umbrella	\$8,302.00	\$9,842.00
Total Estimated Premium	\$177,933.45	\$198,056.00

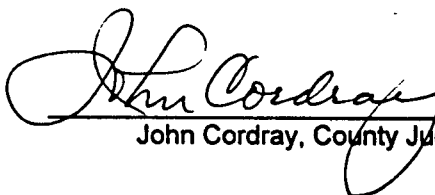
**SEXUALLY ORIENTED BUSINESS
ORDER, PERMIT AND LICENSE APPEAL
BOARD APPOINTMENTS**

We, the Commissioners' Court of Panola County, Texas meeting in Special Session this 28th day of January, 2002 do hereby appoint the following persons to a one (1) year term on the **SEXUALLY ORIENTED BUSINESS ORDER, PERMIT AND LICENSE APPEAL BOARD**:

1. Pastor Dale Reed
2. Ms. Phala Smith
3. Ms. Fatha Burchette
4. Pastor David Proctor
5. Rev. Mervyn Scott

Said one (1) year terms will commence January 28, 2002 and end January 28, 2003.

PASSED this 28th day of January, 2002 in Open Court.



John Cordray, County Judge

I NOMINATE MAKE THE FOLLOWING NOMINATIONS FOR REPLACEMENTS:

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VOTING BOX

REPLACEMENT:

OF:

12 DEADWOOD
GENERAL

DORIS LAVERNE GIBBS
1452 F M 31 SOUTH
CARTHAGE, TX 75633
622 4413

THOMAS DICKERSON
3391 F M 31 SOUTH
CARTHAGE, TX 75633
622 4427

17 LONG BRANCH
GENERAL

KEITH GRIFFITH
P O BOX
LONG BRANCH, TX 75669
903 889 2159

GRACE MALONE
P O BOX 235
LONG BRANCH, TX 75669
903 889 3301

Mary Beason

DEMOCRATIC COUNTY CHAIR
MARY BEASON
4937 U S HWY 79 NORTH
DE BERRY, TX 75639
622 4125

1-11-02

**PANOLA COUNTY
ELECTION JUDGE**

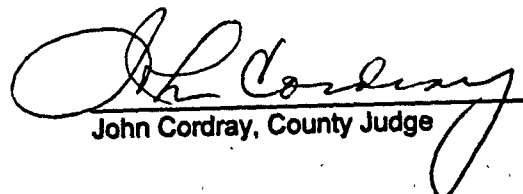
APPOINTMENT

We, the Commissioners' Court of Panola County, Texas meeting in Special Session this 28th day of January, 2002 do hereby appoint the following person as Election Judge for Precinct 0017 (Long Branch) due to the resignation of current Precinct Judge Grace Malone:

KEITH GRIFFITH

Said appointment is effective immediately and will expire August 31, 2002.

PASSED UNANIMOUSLY this 28th day of January, 2002 in Open Court.


John Cordray, County Judge

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The Case for Public Access Defibrillation (PAD) Programs



About 250,000 people die each year from sudden cardiac arrest. That's 700 a day — about the equivalent of three 747s crashing each day.

Cardiac arrest usually results from some underlying form of heart disease. Most cardiac arrests are due to abnormal heart rhythms called arrhythmias. Ventricular fibrillation (VF) is the most common arrhythmia that causes cardiac arrest. VF is a condition in which the heart's electrical impulses suddenly become chaotic, often without warning. That causes the heart's pumping action to abruptly stop. When cardiac arrest occurs, the victim loses consciousness, has no pulse and stops breathing normally. Death follows within minutes.

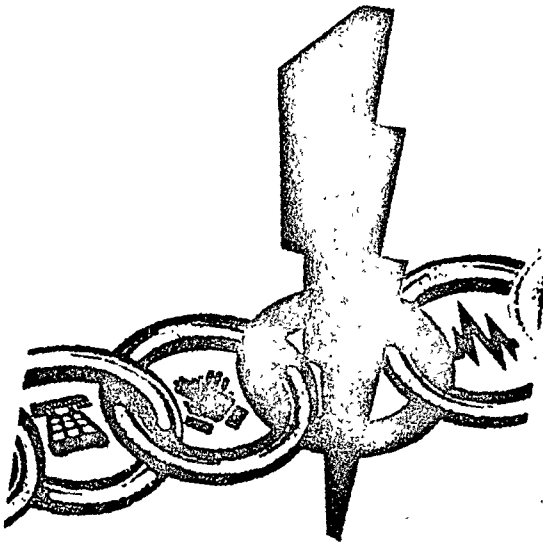
Defibrillation is the only known therapy for VF. This technique of giving an electrical shock can restore the heart's normal rhythm if it's done within minutes of the arrest. For every minute that passes without defibrillation, a victim's chances of survival decrease by 7-10 percent. After as little as 10 minutes, very few resuscitation attempts are successful.

Traditionally, the ability to defibrillate was solely in the hands of emergency medical personnel. They were trained to interpret arrhythmias and determine when a shock was needed. Survival depended on the emergency medical services (EMS) system being contacted and arriving quickly.

Unfortunately, quick EMS response isn't always possible. Even the very best EMS systems experience delays from heavy traffic, secured buildings, gated communities, large building complexes and high-rises. For example, in New York City where emergency response teams fight extreme traffic, the average arrival time for emergency vehicles is about 12 minutes. Not surprisingly, the cardiac arrest survival rate is less than 2 percent.

Today a new generation of defibrillators, called automated external defibrillators (AEDs) make it possible for trained lay rescuers to deliver defibrillation. The new AEDs are safe, effective, lightweight, low maintenance, easy to use and relatively inexpensive (about \$3,000 each). Having trained lay rescuers equipped with AEDs in settings where large numbers of people congregate saves precious minutes and improves survival rates for cardiac arrest victims. Facilities such as high-security companies, sports arenas, large hotels, concert halls, high-rise buildings, gated communities, sprawling manufacturing plants and remote sites can benefit from obtaining AEDs and training employees to use them as part of a public access defibrillation (PAD) program.

The American Heart Association strongly encourages establishing PAD programs as an important way to save the lives of thousands of cardiac arrest victims. The materials in this package will help you make a decision about obtaining AEDs and making them safe and effective to use by establishing a public access defibrillation program.



Additional Information Placing AEDs — Where and How Many?



Local officials, management and physicians providing oversight are best able to determine an organization's need for AEDs and where they should be placed. An efficient PAD program optimally achieves a 3-minute response time from collapse of patient to on-scene arrival of the AED with a trained lay rescuer. When making these decisions, use this 3-minute response time as a guideline to help you determine where and how many AEDs to place in your location. The following points may help you decide where to place AEDs:

Response Time

Address locations at which defibrillation can't be administered in a timely manner. The AHA notes that for every minute that defibrillation is delayed, the chance for survival decreases by about 10 percent. An efficient PAD program would optimally be able to achieve a 3-minute response time from collapse of patient to arrival on-scene of the AED with a trained rescuer.

Incidence Rate

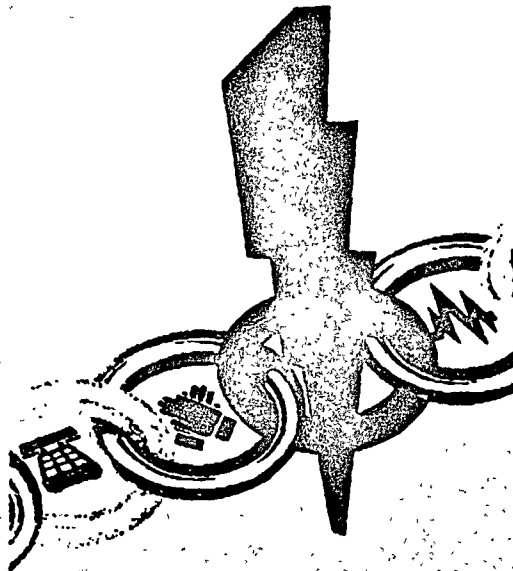
Based upon historical data, identifying locations at which the incidence of cardiac arrest is high, or higher, is important in identifying AED placement sites. Companies should determine if there are locations within the site where the incidence may be higher (such as corporate health clubs). Other areas to consider include those with a high population density such as cafeterias.

Volume and Risk of Visitors/Employees

Identifying the number of visitors and/or employees at a location can be helpful in determining the need for an AED. No research is yet available that shows a threshold number for placing AEDs. However, common sense indicates that locations with large numbers of employees, visitors or both have a greater need for an AED than locations with lower numbers. Additionally, determining whether a location needs an AED based upon the "high risk" of visitors/employees should also be considered.

High-Risk Activity

Assessing the "high risk" activity at a location can be helpful in determining the need for an AED. Obviously, a health/exercise facility with an aging population has a higher risk for incidence than a location with minimal physical activity.



Additional Information**Questions and Answers About AEDs and Defibrillation**

American Heart Association

Fighting Heart Disease and Stroke

**General****What does AED stand for?**

AED stands for *automated external defibrillator*.

What's an AED?

An AED is a device used to administer an electric shock through the chest wall to the heart. Built-in computers assess the patient's heart rhythm, judge whether defibrillation is needed and then administer the shock. Audible and/or visual prompts guide the user through the process.

How does an AED work?

A microprocessor inside the defibrillator interprets (analyzes) the victim's heart rhythm through adhesive electrodes. (Some models of AEDs require you to press an ANALYZE button.) The computer analyzes the heart rhythm and advises the operator whether a shock is needed. AEDs advise a shock only for ventricular fibrillation and fast ventricular tachycardia. (Fast ventricular tachycardia is a life threatening arrhythmia in which the contractions of the heart are ineffective. As in VF, an electrical shock can correct this condition.) The electric current is delivered through the victim's chest wall through adhesive electrode pads.

Why are AEDs important?

AEDs strengthen the chain of survival. They can restore a normal heart rhythm in sudden cardiac arrest victims. Also, new, portable models allow more people to respond to a medical emergency where defibrillation is required. When a person suffers a sudden cardiac arrest, for each minute that passes without defibrillation, their chance of survival decreases by 7-10 percent. AEDs save lives!

Who'd use an AED?

Most AEDs are designed to be used by nonmedical personnel such as police, fire service personnel, flight attendants, security guards and other lay rescuers who've been properly trained. Having more people in the community who can

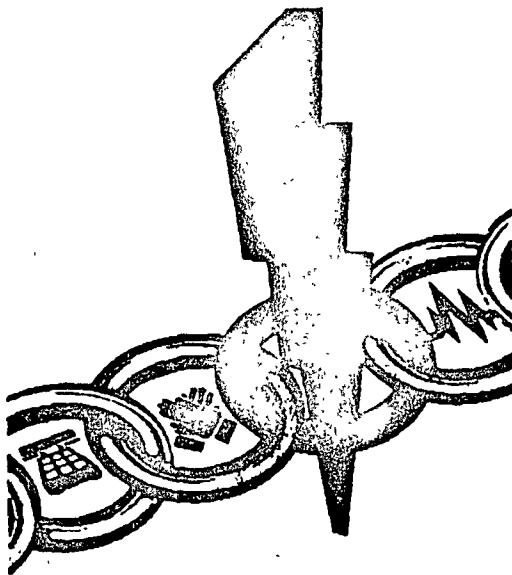
respond to a medical emergency by providing defibrillation will greatly increase sudden cardiac arrest survival rates

Why does someone having a heart attack need an AED?

When a heart attack becomes a full cardiac arrest, the heart most often goes into uncoordinated electric activity called ventricular fibrillation. The heart twitches ineffectively and can't pump blood. The AED delivers electric current to the heart muscle, momentarily stunning the heart and stopping all activity. This gives the heart an opportunity to resume beating effectively.

Will an AED always resuscitate someone in cardiac arrest?

An AED only treats a fibrillating heart. In cardiac arrest without ventricular fibrillation, the heart doesn't respond to electric currents but needs medications and breathing support instead. Also, AEDs are less successful when the victim has been in cardiac arrest for longer than a few minutes, especially if no CPR was provided.



Vertical Response Time

Response time should be calculated based upon how long it takes to reach a potential victim, not the time it takes medical help to reach a particular street location. Large office complexes or high-rise buildings present often-challenging obstacles to providing early defibrillation. The presence and location of AEDs in these settings can greatly impact survival rates.

Multiple Placements in Large Areas or High-Traffic Locations

Consider placing more than one AED at a location that covers a large area, has multiple buildings or floors or has a significantly high number of employees or visitors. Each location should determine whether one AED will be able to provide timely and early defibrillation. Currently there's no research that indicates a recommended coverage area for an AED, however achieving a 3-minute response time should be the primary guide to making placement decisions.

Physical Placement

Give heavy consideration to the actual location of the AED at the facility to ensure that the AED is accessible to trained rescuers if it's needed. Determine a location where the AED is both secure and accessible. Be sure a nearby phone can be used to call the EMS system and that it has easy access to an outside line. All trained users should know of this location and be assured access upon need. Potential locations may include security posts, first aid stations, the main receptionist area and fitness/exercise rooms.

Other Placement Considerations

Be sure to take into consideration the potential need for defibrillation capability at off-site business meetings, conferences and special events such as company social gatherings. Making an AED accessible for traveling executives may also be a consideration.

With survival rates decreasing 7-10 percent for every minute defibrillation is delayed, having an AED at your location with trained rescuers can significantly impact the lives of your employees if this intervention is needed.

AED Use

Is an AED safe to use?

An AED is safe to use by anyone who's been trained to operate it. Studies have shown the devices to be 90 percent sensitive (able 90 percent of the time to detect a rhythm that should be defibrillated) and 95 percent specific (able to recommend not shocking when defibrillation is not indicated). Because of the wide variety of situations in which they will typically be used, AEDs are designed with multiple safeguards and warnings before any energy is released. AEDs are programmed to deliver a shock only when they have detected an irregular heart rhythm called ventricular fibrillation (VF) or fast ventricular tachycardia. However, there are potential dangers associated with AED use. That's why training — including safety and maintenance — is important.

The AHA recommends that anyone who lives or works where an AED is available for use by lay rescuers participate in a Heartsaver AED course. AEDs are so user-friendly that untrained rescuers can generally succeed in attaching the pads, pressing ANALYZE (if required), and delivering shocks. Untrained rescuers, however, may not know when to use an AED, and they may not use an AED safely, posing some danger of electric shock to themselves and others. Also, untrained rescuers wouldn't know how to respond to the victim when the AED prompts "no shock indicated." An operator needs only to follow the illustrations on the electrode pads and the control panel, and listen and follow the voice prompts (for example, "Do not touch the patient."). An AED will deliver a shock only when a shock is advised and the operator pushes the SHOCK button. This prevents a shock from being delivered accidentally.

Are AEDs safe to use on children?

An AED should not be used on a child younger than eight years old.

Will I get zapped if I shock a victim in the rain or near water?

It's remotely possible to get shocked or to shock bystanders if there's standing water around and under the patient. Try to move the patient to a dry area and cut off wet clothing. Also be sure that the skin has been towed off so the electrode pads will stick to the skin. At the moment you press the SHOCK button, you must make sure

that no one, including yourself (the AED operator), touches any part of the victim.

Can an AED make mistakes?

An AED will almost never decide to shock an adult victim when the victim is in non-VF. AEDs "miss" fine VF only about five percent of the time. The internal computer uses complex analysis algorithms to determine whether to shock. If the operator has attached the AED to an adult victim who's not breathing and pulseless (in cardiac arrest), the AED will make the correct "shock" decision more than 90 times out of 100 and a correct "no shock indicated" decision more than 95 times out of 100. This level of accuracy is greater than the accuracy of emergency professionals who must read and interpret the rhythms.

AED Placement

What's public access to defibrillation?

Public access to defibrillation (PAD) is the concept of placing AEDs in public and/or private settings where large numbers of people are found or where people generally considered at high risk for heart attacks live or are found.

What's the AHA's position regarding the placement of AEDs?

The American Heart Association strongly advocates that all EMS first response vehicles and ambulances be equipped with an AED or another defibrillation device (semiautomatic or manual defibrillator).

The American Heart Association also supports placing AEDs in targeted public areas such as sports arenas, gated communities, office complexes, doctor's offices, shopping malls, etc. When AEDs are placed in a community, the AHA strongly encourages that they be part of a defibrillation program that includes these elements.

1. Persons or entities that acquire an AED notify the local emergency medical services (EMS) office.
2. A licensed physician or medical authority provides medical oversight to ensure quality control.
3. Persons responsible for using the AED are trained in CPR and in how to use the AED.

Why is notifying the local EMS office important?

It's important because it lets the local EMS system know where AEDs are located in the community. In the event of a sudden cardiac arrest emergency, the 911 dispatch service will know if an AED is on the premises and can notify the EMS system as well as the responders already on the scene.

Why should a licensed physician or medical authority be involved with a person or entity that acquires an AED?

This is a quality-control mechanism. The licensed physician or medical authority will make sure that all designated responders are properly trained and that the AED is properly maintained.

Can anyone buy an automated external defibrillator (AED)?

Automated external defibrillators are devices manufactured and sold under guidelines approved by the FDA. Current FDA rules require a physician's prescription to buy an AED.

How much does an AED cost?

The price of an AED varies by make and model. Most AEDs cost around \$3,000.

Which AED model does the AHA recommend?

The AHA doesn't recommend a specific device. All the AED models available have similar features, but the slight differences allow them to meet a variety of needs. The AHA encourages any potential purchasers to consider all the models and make a choice based on their own needs. The local EMS office can help you in this decision.

AED Training**Why should people responsible for operating an AED receive CPR training?**

Early CPR is an integral part of providing lifesaving aid to people suffering sudden cardiac arrest. The ventilation and compression skills learned in a CPR class help to circulate oxygen-rich blood to the brain. Most AEDs, after they have delivered a series of three electric shocks to a person, will prompt the operator to continue CPR while the machine continues to analyze the patient.

If AEDs are so easy to use, why do people need formal training on how to use them?

An AED operator must know how to recognize the signs of a sudden cardiac arrest, when to activate the EMS system and how to perform CPR. It's also important to receive formal training on the AED that will be used. That way the user becomes comfortable with the device and can successfully operate it in an emergency. Training also teaches the user how to avoid potentially hazardous situations.

Sammy Brown Library

Operated by Carthage Service League

522 W. College
Carthage, Texas 75633

January 24, 2002


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

Dear Sirs:

We are requesting that you create an additional slot to be taken from budget line *107 Temporary/Extra Help Librarian for Maudeen Peters @ \$5.15 per hour. With this additional slot, the two employees (Debra Godwin & Maudeen Peters) will not exceed the budgeted amount. We are asking that this would become effective 1/28/02.

Again, we thank all of you for the additional help and support that you have given us. The library continues to grow, and your continued support is very much appreciated.

Respectively,



Debbie Stafford
Librarian
Sammy Brown Library

Cc
Sidney Burns
Gloria Portman

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2002

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