

FILED FOR RECORD
IN MY OFFICE

AT 9:50 O'CLOCK A.M.

JUN 20 2002

JUDICIAL DISTRICT NO. 1
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *M. L. Baga* 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 24TH DAY OF JUNE, 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 approve and record the employment of Kay Davis as a Seasonal Library Aide with the Sammy Brown Library effective July 1, 2002 at the rate of \$5.15 per hour.

ROAD & BRIDGE

- a. To approve and record a request by Eastex Telephone Coop to place a buried cable within the right-of-way of Panola County Road #3361.

- b. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #301 with a 12" natural gas welded steel pipe line.
- c. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #217.
- d. To approve and record a request by Eastex Telephone Co-op, Inc. to place a buried cable within the right-of-way of Panola County Road #241.

MISCELLANEOUS

- a. To approve and record the Panola County Treasurer's Fourth Quarterly Report for the Fiscal Year 2001.

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): Criminal District Attorney's Victim Assistance Coordinator Wendi Nations.
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 open sealed bids for the lease of a road reclaimer and a soil stabilizer for use by the Panola County Road and Bridge Department from July 1, 2002 through September 30, 2002. Bids may be awarded at a future meeting of the Court.
 7. To discuss and act upon the Agreement for Funding of Addressing Maintenance Activities between East Texas Council of Governments (ETCOG) and Panola County.
 8. To discuss and act upon a refund for \$528.23 for double assessed property sold in a Tax sale by Linebarger, Heard, Goggan, Blair, Graham, Pena & Sampson, LLP for Elysian Fields ISD.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 20TH DAY OF JUNE, 2002 AT 9:50 O'CLOCK A.M.

Sue Grafton
 SUE GRAFTON, COUNTY CLERK
 PANOLA COUNTY, TEXAS
 By: Martha K. Baze, 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 20TH DAY OF JUNE, 2002 AT 9:50 O'CLOCK A.M.

Sue Grafton
 SUE GRAFTON, COUNTY CLERK
 PANOLA COUNTY, TEXAS
 By: Martha K. Baze, Deputy

JUL - 8 2002

The State of Texas
County of Panola

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

On this the 24th day of June 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 |
| Douglas M. Cotton | Commissioner, Precinct No. 2 |
| Hermon E. Reed, Jr. | Commissioner, Precinct No. 3 |
| Jimmy Davis | Commissioner, Precinct No. 4 |

with Ronnie LaGrone, Commissioner of Precinct #1 absent on personal business, constituting a quorum of the Court. Also attending were Mickey Dorman, Deputy 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:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

Judge Cordray reported that he had received word from Mr. Burl R. Richardson of ARF Engineering, Inc. that the plans for the building program had been passed on to Mr. J E. Kingham who is to serve as Construction Manager at Risk for the project. He believes that the progress on that will speed up now that things are at this point.

4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To approve and record the employment of Kay Davis as a Seasonal Library Aide with the Sammy Brown Library effective July 1, 2002 at the rate of \$5.15 per hour.

ROAD & BRIDGE

- ✓ a. To approve and record a request by Eastex Telephone Coop to place a buried cable within the right-of-way of Panola County Road #3361.
- ✓ b. To approve and record a request by American Central Eastern Texas Gas Company, LP to cross under Panola County Road #301 with a 12" natural gas welded steel pipe line.
- ✓ c. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #217.
- ✓ d. To approve and record a request by Eastex Telephone Coop, Inc. to place a buried cable within the right-of-way of Panola County Road #241.

MISCELLANEOUS

- ✓ a. To approve and record the Panola County Treasurer's Fourth Quarterly Report for the Fiscal Year 2001.

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): Criminal District Attorney's Victim Assistance Coordinator Wendi Nations.


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

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 Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously with Commissioner LaGrone absent. SEE LIST OF BILLS ATTACHED.
- ✓ 6. Sealed bids were opened for the lease of a road reclaimer and a soil stabilizer for use by the Panola County Road and Bridge Department from July 1, 2002 through September 30, 2002. Bids were received from Howard McAnear Equipment Company of Ft. Worth for the lease of the reclaimer and the soil stabilizer. Mr. James Shires of the Road and Bridge Department took the bids to evaluate them while the Court continued with the other items on the agenda.
- ✓ 7. After some discussion Commissioner Cotton moved and Commissioner Davis seconded the motion to approve the Agreement for Funding of Addressing Maintenance Activities between East Texas Council of Governments (ETCOG) and Panola County. The motion passed unanimously with Commissioner LaGrone absent. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 8. After some discussion Commissioner Davis moved and Commissioner Reed seconded the motion to approve a refund of \$528.23 for double assessed property sold in a tax sale by Linebarger, Heard, Goggan, Blair, Graham, Pena and Sampson, LLP for Elysian Fields ISD as recommended by Tax Assessor-Collector Jean Whiteside. The motion passed unanimously with Commissioner LaGrone absent. SEE COPY OF LETTER ATTACHED.
- ✓ 6. Commissioner Davis moved and Commissioner Reed seconded the motion to accept the bids of Howard McAnear Equipment Company for the lease of the reclaimer for \$25,500.00 and soil stabilizer for \$23,400.00 as recommended by Mr. James Shires of the Road and Bridge Department. The motion passed unanimously with Commissioner LaGrone absent. SEE COPY OF BIDS ATTACHED.

The meeting was then adjourned.

Dated this the 24th day of June, 2002.


 John Cordray, County Judge, Panola County, Texas

ATTEST:

46
PAGE

VOL

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



24 June 02 9am

Leah Adams

By McMullen

My lying
David Anderson
David Anderson
Tom Flynn
Tanner Shivers
Dale LaGrone

CONSENT

ITEMS

Sammy Brown Library

Operated by Carthage Service League

522 W. College
Carthage, Texas 75633

June 20, 2002

Honorable Judge John Cordray
County Commissioners
Panola County Courthouse
Carthage, TX 75633

Dear Judge Cordray:

After meeting the County requirements for advertising for a position, we have reached a decision to hire Kay Davis to fill the part-time position of Library Aide at the Sammy Brown Library. We are requesting the courts approval for this selection to be effective on Monday, July 1, 2002. We are also asking that she receive \$5.15 per hour. Employment is dependent on the ability of the potential employee to pass a physical and drug screen.

Thank you for your continued support and encouragement.

Sincerely,



Leah Adams
Library Director

Lca/lca

cc: Sidney Burns
cc: Gloria Portman

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 06-06-02

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

EASTEX TELEPHONE CO-OP proposes to place a
(COMPANY NAME)

TELEPHONE CABLE line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 3361 as follows:
(NUMBER OF ROAD)

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

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

Construction of this line will begin on or after the

17th day of JUNE, 2002.

FIRM: EASTEX TELEPHONE CO-OP

BY: Barry Wells

TITLE: STAKING REP.

ADDRESS: P.O. BOX 1691

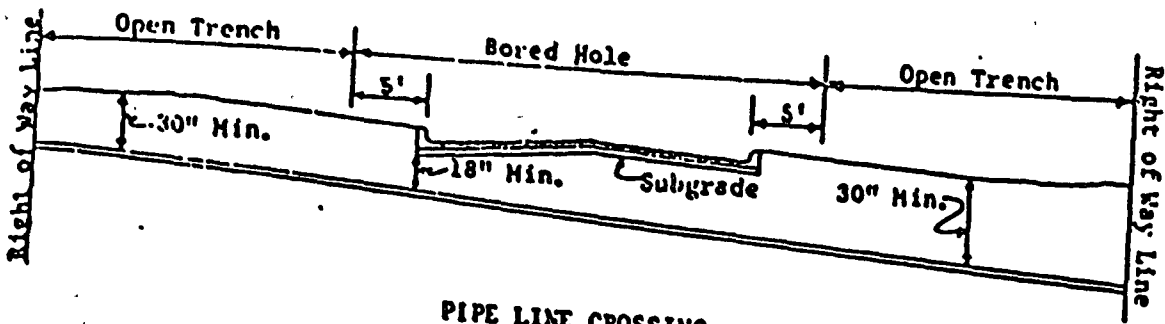
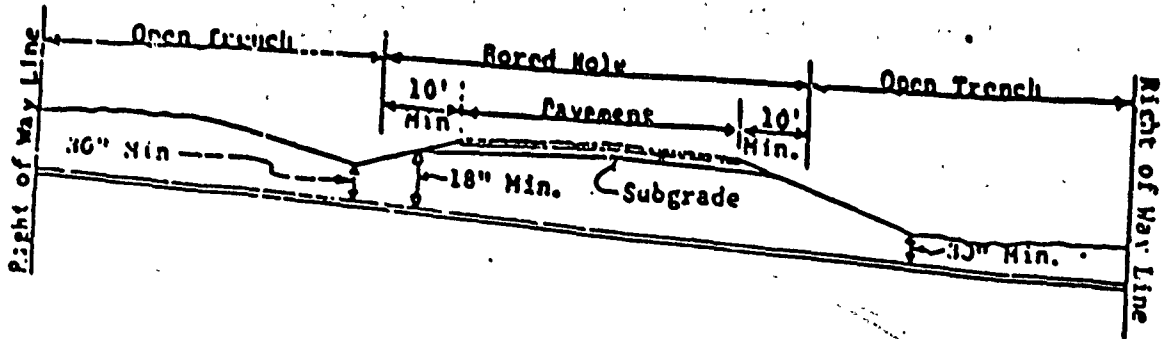
WASKOM, TEXAS 75692

PHONE: (903) 687-3600

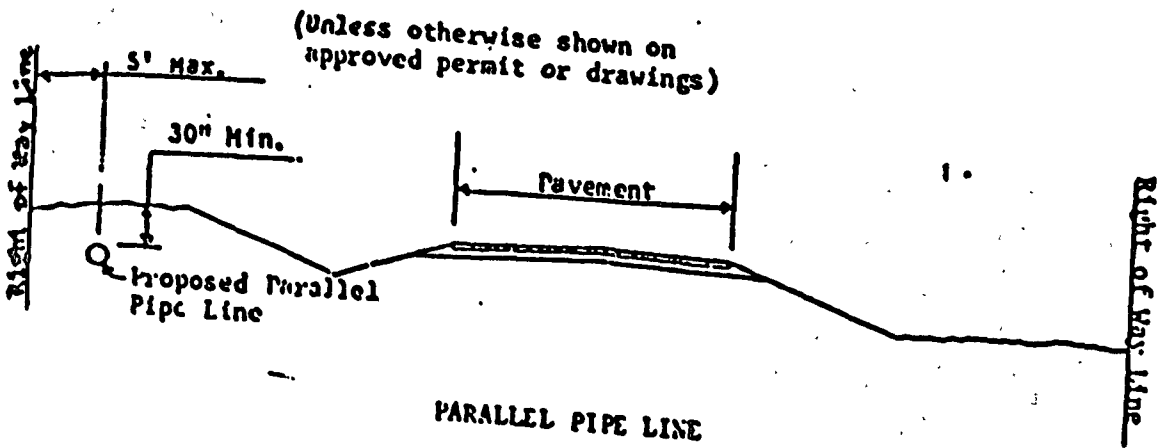
**SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS**

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

1. Exaction material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by the pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operations shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/ or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if within the city limits.



PIPE LINE CROSSING



PARALLEL PIPE LINE

APPROVAL

June 24, 2002

TO: Eastex Telephone Coop
P. O. Box 1691
Waskom, Texas 75692

RE: CR #3361

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

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
 2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
 3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
 4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
- 1
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
 6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
 7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved: _____

COUNTY JUDGE

COMMISSIONERS:

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

NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY LINES

DATE June 10, 2002

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)

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

of County Road: CR 301 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. 70 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:

13th day of June, 2002.

FIRM: American Central Eastern Texas Gas Co., LP

BY: Jack Dunnivant

TITLE: Construction Superintendent

ADDRESS: 1601 South Market

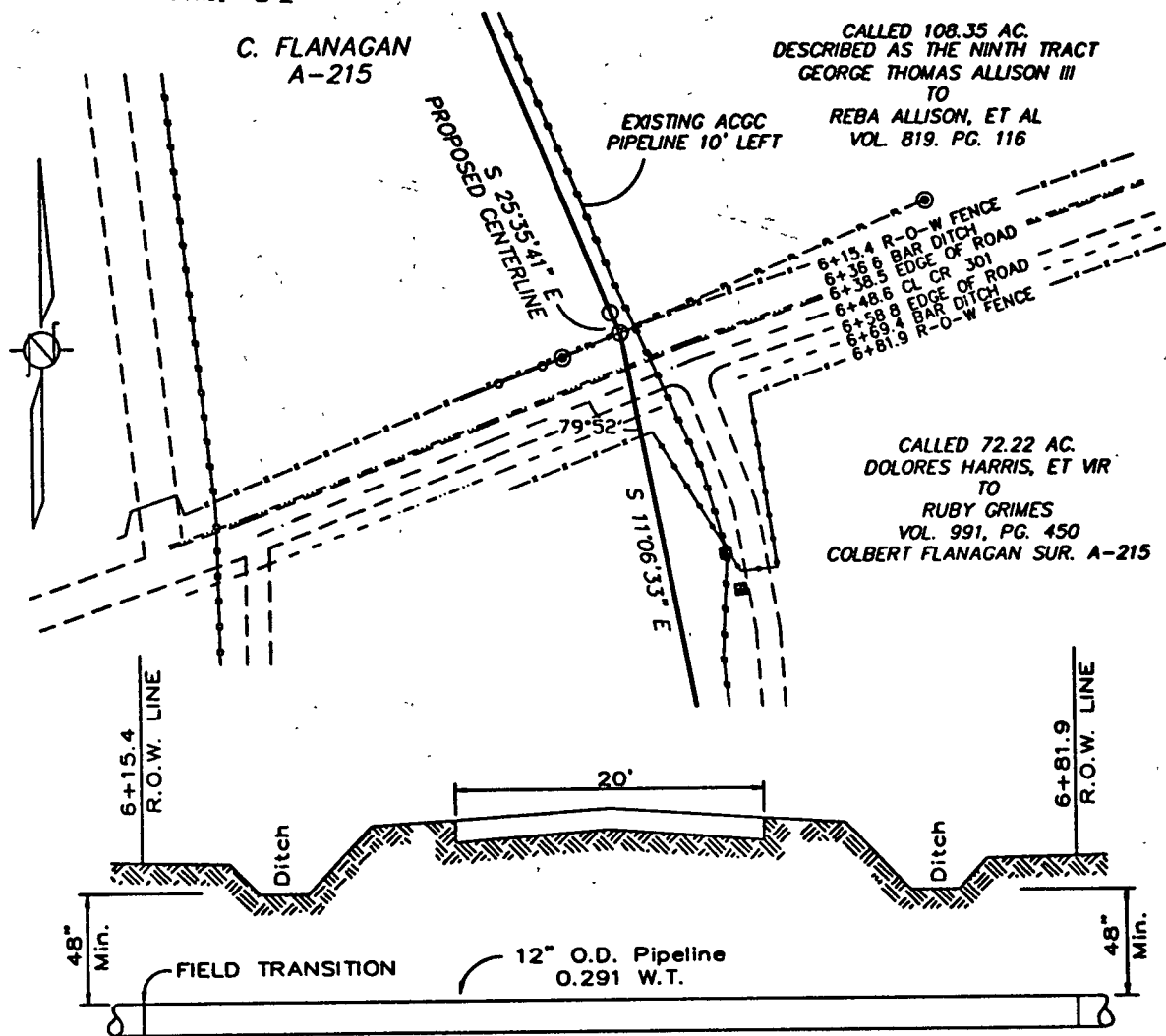
Carthage, Texas 75633

PHONE: (903)694-2225

C. FLANAGAN
A-215

CALLED 108.35 AC.
DESCRIBED AS THE NINTH TRACT
GEORGE THOMAS ALLISON III
TO
REBA ALLISON, ET AL
VOL. 819, PG. 116

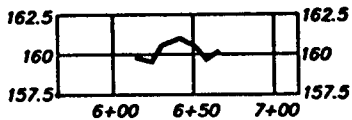
CALLLED 72.22 AC.
DOLORES HARRIS, ET VIR
TO
RUBY GRIMES
VOL. 991, PG. 450
COLBERT FLANAGAN SUR. A-215



ELEVATION VIEW OF PIPELINE CROSSING HIGHWAY
NOT TO SCALE

CARRIER PIPE

12" O.D.
0.291 W.T.
API X-60
OPER. PRESS. 1200 P.S.I.
TEST PRESS. 1800 P.S.I.



HORIZ. 1" = 100'. VERT. 1" = 10'

American Central Eastern
Gas Company, L.P.
CARTHAGE TEXAS

PROPOSED GAS PIPELINE
CROSSING COUNTY ROAD 301
2.2 MILES NORTHEAST OF
STATE HIGHWAY 59
PANOLA COUNTY, TEXAS

SCALE	DRAWN BY	DATE
1" = 100'	T.M.C.	06/06/02

Job No. 226919

APPROVAL

June 24, 2002

VOL

40 PAGE 55

TO: American Central Eastern Texas Gas Company, LP
1601 S. Market
Carthage, Texas 75633

RE: CR #301

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 12" natural gas welded 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.

1

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

Approved: 

COUNTY JUDGE

COMMISSIONERS:

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

County of Panola

COUNTY NOTIFICATION OF TELEPHONE CONSTRUCTION

Valor Telecom is hereby notifying the Commissioners court of Panola County, Texas that construction of aerial and/or installation of buried telephone plant facility upon, in or along the public county road right-of-way of 217 in Panola County, Texas, construction will begin on or around 5-1-02 subject to the following requirements and/or limitations.

1. That all buried telephone cable shall be laid between the edge of the road shoulder and to within 5 feet of the county road right-of-way and shall be buried not less than 30 (thirty) inches deep in accordance with Texas State Highway specifications and/or the National Electrical Safety Code. No buried facilities will be placed within the actual road-bed (driving surface) unless approved by the Commissioners Court.
2. That all aerial telephone plant facility shall be in accordance with the provision of the National Electrical Safety Code and pole placement on R-O-W shall not be less than one foot from the county road right-of-way boundary line.
3. All underground buried cable crossing of all paved hard surfaced roads or streets will be accomplished by boring beneath the surface of the road and placed in a steel or plastic conduit to a depth of at least 36 (thirty-six) inches in depth. Buried cable facilities crossing a graveled or dirt road will be plowed across to a minimum depth of 36 (thirty-six) inches. All county road-beds will be restored to the original condition or better upon the completion of the construction at that location.
4. All debris, dirt, gravel, brush trimmings, and construction materials which may have been used in the course of a construction project by Valor's forces or resulting from Valor's installation of telephone cable and/or conduit shall be removed by the telephone company at its own expense from any said county road right-of-way or street after its cable and/or conduit has been laid in place. The debris removal will be accomplished within seven working days in order to provide safe passage.
5. Valor shall repair at its own expense, all fences, driveways, culverts, drainways, and other structures or improvements to their original state, which it has damaged or moved in the course of laying buried telephone cables and conduits.
6. Prior to the actual construction start date the contractors must notify the County Commissioner 48 hours in advance to inform them that work is being done along said road.
7. The said County of Panola does not grantor Valor Telecom any right, claim, title, or easement on any road, street, or right-of-way hereof.

Doug Allen
Engineer

6-10-02
Date

Valor Telecom
P O Box 308
Fairfield, Texas 75840

Contact Telephone Number: 903-389-7864

APPROVAL

June 24, 2002

VOL 40 PAGE 58

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

RE: CR #217

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

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

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

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

1

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

Approved: 

COUNTY JUDGE

COMMISSIONERS:

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

**NOTICE OF PROPOSED INSTALLATION
OF TELEPHONE CABLE**

**TO: PANOLA CO COMMISSIONERS' COURT
C/O COUNTY ENGINEER
PANOLA CO ROAD & BRIDGE DEPARTMENT
1211 E. SABINE
CARTHAGE, TEXAS 75633**

Formal notice is hereby given that EASTEX TELEPHONE CO-OP, INC. proposes to place a telephone cable within the right-of-way of County Road Number: 241, as shown on attached map, in Panola County, Texas.

The telephone cable will be constructed and maintained on the County right-of-way as directed by the County Engineer and in accordance with specifications of Panola County Commissioners' Court.

Construction under this proposal will begin on or after the 16TH day of July, 2002.

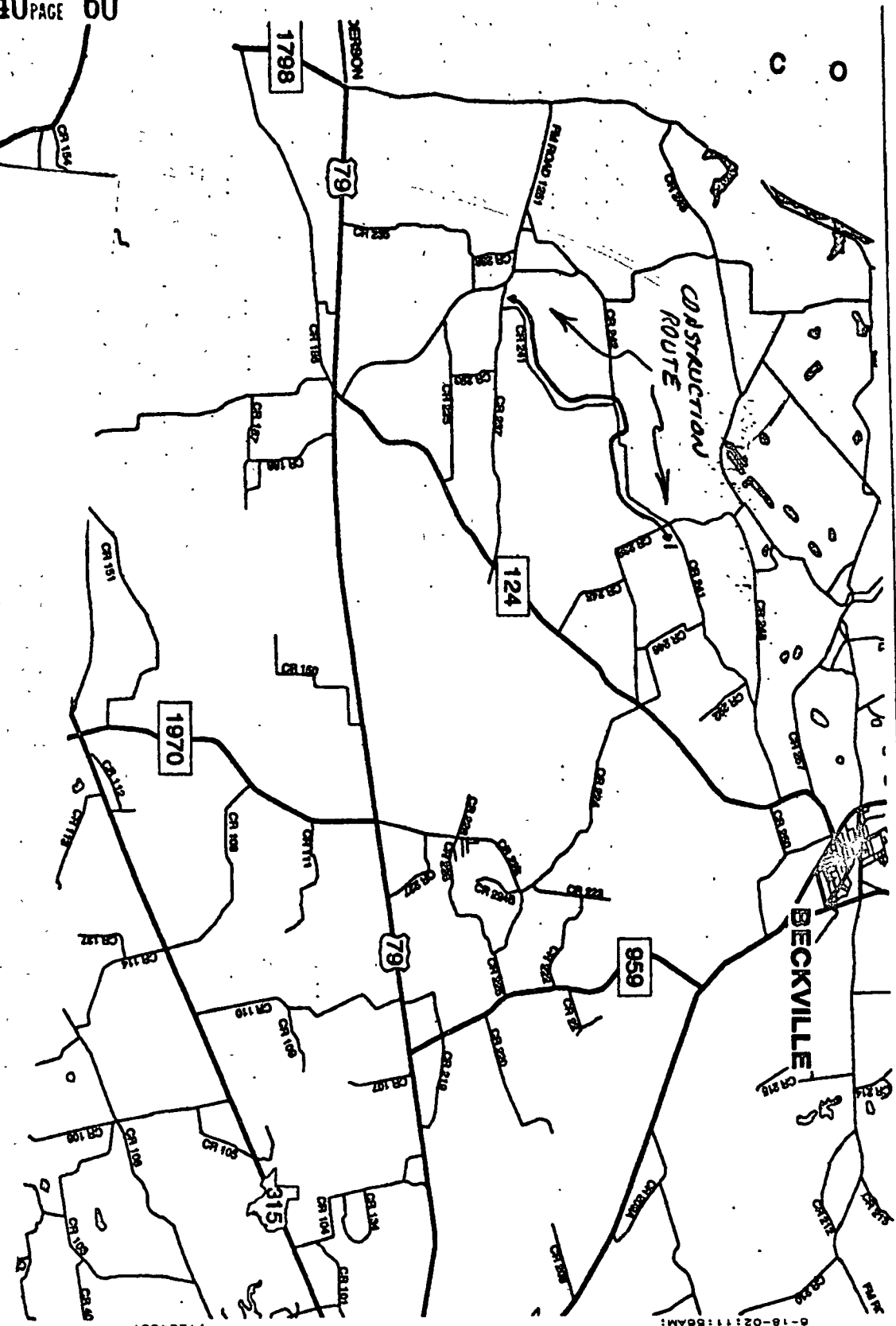
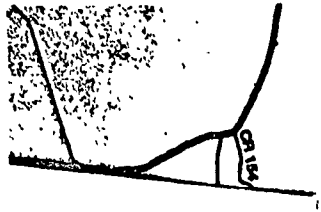
FIRM: EASTEX TELEPHONE CO-OP, INC.

BY: Lloyd B. [Signature]

TITLE: Engineer

ADDRESS: P. O. BOX 150

HENDERSON, TEXAS 75653-0150



1234567

0-10-02:11:00AM

APPROVAL

June 24, 2002

VOL 40 PAGE 61

TO: Eastex Telephone Co-op, Inc.
P. O. Box 150
Henderson, Texas 75653-0150

RE: CR #241

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

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

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

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

1

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

Approved: 

COUNTY JUDGE

COMMISSIONERS:

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

TREASURER'S FOURTH QUARTERLY REPORT

FUND	BALANCE 09-30-01	RECEIPTS	DISBURSEMENTS	BALANCE 12-31-01
GENERAL	12,269,775.52	542,647.61	2,277,057.72	10,535,365.41
COURTHOUSE SECURITY	109,452.28	6,300.53	0.00	115,752.81
RECORDS MANAGEMENT	27,466.31	2,736.80	2,743.69	27,459.42
C/CLERK - RECORDS PRESERVATION	105,027.43	11,977.42	11,405.00	105,599.85
JUSTICE COURT TECHNOLOGY	196.00	1,424.00	0.00	1,620.00
ROAD & BRIDGE	3,458,359.04	175,176.32	703,106.54	2,930,428.82
FM & LATERAL ROAD	932,412.28	11,844.92	271,648.34	672,608.86
123RD JUDICIAL DISTRICT - ADULT PROBATION	94,117.30	210,182.48	225,303.43	78,996.33
123RD JUDICIAL DISTRICT - JUVENILE PROBATION	92,628.15	64,376.04	69,387.27	87,616.92
OLD PROBATION	12,517.64	144.12	568.06	12,093.70
HOT CHECK FEE FUND	42,789.74	8,566.72	1,750.58	49,605.88
SHERIFF OFFICE - STATE FORFEITURE	52,713.12	857.92	7,385.39	46,185.65
LAW ENFORCEMENT BLOCK GRANT	0.00	16,136.00	15,620.16	515.84
DISTRICT ATTORNEY - FORFEITURE FUND	81,797.96	13,657.37	18,056.20	57,399.13
DISTRICT ATTORNEY - STATE APPORTIONMENT	11,507.31	37.16	11,483.33	61.14
PANOLA COUNTY HEALTH FUND	2,782,809.35	46,038.88	0.00	2,828,848.23
PANOLA COUNTY AIRPORT	125,242.72	23,246.92	11,180.87	137,308.77
CERTIFICATES OF OBLIGATION - I & S	0.00	0.00	0.00	0.00
ROAD BOND 1971	221,723.59	2,952.97	0.00	224,676.56
PERMANENT IMPROVEMENT	159,191.76	1,941.62	0.00	161,133.38
PAYROLL TAXES & BENEFITS	928,028.77	1,256,817.48	703,268.74	1,481,577.51
941 CLEARING ACCOUNT	39.55	286,649.60	286,689.15	0.00
EMPLOYEE BENEFIT TRUST	44,744.74	279.41	0.00	45,024.15
PAYROLL	35.76	1,174,833.58	1,174,869.34	0.00
CRIMINAL JUSTICE	33,464.14	41,376.48	74,840.62	0.00
ADVANCED UNDIVIDED AD VALOREM TAX	0.20	7,350,000.00	0.00	7,350,000.20
PANOLA GENERAL HOSPITAL - MAL-PRACTICE INS.	0.00	0.00	0.00	0.00
MEMORANDUM TOTAL ONLY	21,566,040.66	11,250,202.33	5,866,364.43	26,949,878.56

BALANCE REPRESENTED BY:

DEMAND DEPOSIT - FIRST STATE BANK & TRUST	768,420.40
INVESTMENTS - FIRST STATE BANK & TRUST	26,450,000.00
PLUS INTANGIBLE ROYALTY INTEREST	7,600.00
PLUS RECEIVABLES	374,300.43
PLUS CASH/CHANGE FUND	200.00
PLUS FUEL INVENTORY	5,563.45
LESS ACCRUALS & PAYABLES	(656,205.72)
BALANCE DECEMBER 31, 2001	26,949,878.56

We the undersigned County Judge and Commissioners in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 24 day of JUNE, 2002, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas.

John Cordray
County Judge

Commissioner - Precinct No. 1

D.M. [Signature]
Commissioner - Precinct No. 2

Thermon [Signature]
Commissioner - Precinct No. 3

Jimmy E. [Signature]
Commissioner - Precinct No. 4

FILED FOR RECORD
IN MY OFFICE

AT 10:00 O'CLOCK A M

JUN 24 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

Billy [Signature] DEPUTY

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 24th day of JUNE A.D. 2002.

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

Gloria Portman
Certified County Treasurer

APPROVED
06-24-02

John Cordray
John Cordray,
County Judge

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

JUL 40 PAGE 63

NAME: Wendi Nations
POSITION: Victim Assistance Coordinator
DEPARTMENT: Criminal District Attorney
DATE: 6-19-02

CONFERENCE: Victim Response Seminar
LOCATION: New Orleans, La.
DATES: 7-29-02 to 8-2-02

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? N/A

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

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

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

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

To keep me updated & informed about
Crime Victim's Compensation. I didn't
go to the 2001 conference, so I feel
some training would help me do my job better.

VOL 40 PAGE 64

KEVIN JONES
Court Coordinator



123rd JUDICIAL DISTRICT
PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW
PANOLA COUNTY, TEXAS

DANNY BUCK DAVIDSON
Criminal District Attorney

June 17, 2002

Panola County Commissioners

Dear Sirs:

This letter is to ask your approval for me to attend the Victim Response Seminar in New Orleans, Louisiana, July 29-August 2, 2002. I am the Panola County Criminal District Attorney's Victim Assistance Coordinator, and feel this seminar would help me in doing my job well.

Sincerely,

A handwritten signature in cursive script that reads "Wendi Nations".

Wendi Nations

Approved:

A handwritten signature in cursive script that reads "Danny Buck Davidson".

Danny Buck Davidson
Panola County Criminal District Attorney

MONDAY - JULY 29, 2002

1:00pm - 5:00pm **Early registration**

TUESDAY - JULY 30, 2002

7:30am - 9:00am **Registration**

9:00am - 9:30am **Welcome by US Attorneys
Housekeeping Remarks**

9:30am - 11:00am **Overview of Terrorism
Bill Dyson (FBI retired)**

11:00am - 12noon **Cultural Considerations and Ethnic Profiling
Irfan A. Saeed, ADA, Orleans Parish
New Orleans Louisiana**

12noon - 1:30pm **Lunch (on your own)**

1:30pm - 5:00pm **Breakouts (see breakout schedule)**

6:30pm **Reception**

VOL 40 PAGE 65

WEDNESDAY - JULY 31, 2002

8:30am - 10:00am **Tim Farrell (New York Police Department)**
Area to be addressed: World Trade Center Collapse;
Rescuers dilemma; Are emergency services prepared for
additional catastrophic events such as 9/11.

10:00am - 10:15am **Break**

10:15am - 12noon **New York's Response to the Crime Victims of
9/11**
**Benedict J. Monachino, Esq., and Christina
Hernandez, MSW, Crime Victims Board**
Area to be addressed: What was right and wrong with
response; Uncommon needs (funerals without bodies);
Victims of everyday crime; How has 9/11 impacted crime
reporting by all victims.

12noon - 1:30pm **Lunch (on your own)**

1:30pm - 5:00pm **Breakouts (see breakout schedule)**

THURSDAY - AUGUST 1, 2002

VOL 40 PAGE 66

8:30am - 9:30am

**Terror strikes the Pentagon
(Speaker to be announced)**

9:30am - 9:45am

Break

9:45am - 11:30am

**Crime Victims Compensation Programs
Dan Eddy, Esq., Exec Director NACVB**
Area to be addressed: 9/11 Compensation; Purpose and function of crime victims compensation; Statutory Authority; National picture for legislation and victims rights movement.

11:30am - 1:00pm

Lunch (on your own)

1:00pm - 2:30pm

**Panel of Victim Advocates from Ground Zero
Wendy Olsen, Southern District of New York
Nancy Fabrizio, Eastern District of New York
Carol Morris, Southern District of New York
Yvonne Bryant, District of Columbia**
Area to be addressed: Personal accounts of working with victims of 9/11

2:30pm - 5:00pm

Breakouts (see breakout schedule)

FRIDAY - AUGUST 2, 2002

8:30am - 9:30am

**The Psychopath and the Crime Victim
Dr. Robert Hare, Department of
Psychology, University of British
Columbia, Vancouver, BC**

Area to be addressed: Identify the characteristics of the psychopath. Who does the psychopath prey upon? What types of crime do psychopaths most commonly perpetuate? Description of homicidal psychopaths, sexual predator psychopaths, white collar psychopaths.

9:30am - 9:45am

Break

9:45am - 12noon

**Who are the Victims?
John W. Gillis, Director, Office of Victims of
Crime - DOJ**

Area to be addressed: Discuss who is the crime victim and what makes one a crime victim. Mr. Gillis lost his daughter to homicide in California and he knows, first hand, the dilemma faced by law enforcement and victims.

12noon

Conference ends.

ACTION

ITEMS

Panola County
21 Jun 2002
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

03:55:46pm

Open Invoices thru 06/24/02

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2681-A T & T OHANA	\$10.68			\$0.00			\$ 10.68
* Due 2783-A T & T WIRELESS SERVICE	\$675.66			\$0.00			\$ 675.66
* Due 573-ALLAN D. CAIN	\$110.88			\$0.00			\$ 110.88
* Due 135-ALLTEL	\$181.67			\$0.00			\$ 181.67
* Due 229-ANDERSON TRACTOR SALES	\$2957.34			\$0.00			\$ 2957.34
* Due 1762-ANDY FAVORS	\$24.08			\$0.00			\$ 24.08
* Due 32-ARCH	\$64.72			\$0.00			\$ 64.72
* Due 2161-AUTO GLASS EXPRESS	\$250.00			\$0.00			\$ 250.00
* Due 1491-AUTOMATED RECORDS SERVI	\$1135.00			\$0.00			\$ 1135.00
* Due 2498-AVFUEL CORP	\$11870.23			\$0.00			\$ 11870.23
* Due 423-B & B LOCKSMITH	\$80.00			\$0.00			\$ 80.00
* Due 834-BILL DUKE	\$16.63			\$0.00			\$ 16.63
* Due 157-BROOKSHIRE BROTHERS, INC.	\$3.69			\$0.00			\$ 3.69

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

21 Jun 2002
PAGE 2

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 319-BRYAN & BRYAN	\$9056.93		\$0.00		\$ 9056.93
* Due 124-CARTHAGE AG & VET SUPPLY	\$22.19		\$0.00		\$ 22.19
* Due 8-CARTHAGE MACHINE AND WELDING	\$72.33		\$0.00		\$ 72.33
* Due 158-CASSITY JONES HARDWARE	\$45.09		\$0.00		\$ 45.09
* Due 128-CHEVRON USA, INC.	\$100.68		\$0.00		\$ 100.68
* Due 3021-CONSECO HEALTH INSURANCE	\$1608.60		\$0.00		\$ 1608.60
* Due 196-CONSECO SENIOR HEALTH INS	\$129.70		\$0.00		\$ 129.70
* Due 195-COREY BANKHEAD	\$1000.00		\$0.00		\$ 1000.00
* Due 2769-COX COMMUNICATIONS INC	\$19.95		\$0.00		\$ 19.95
* Due 28-CRAIG MILAN ELECTRIC	\$165.00		\$0.00		\$ 165.00
* Due 452-DALLAS COUNTY TREASURER	\$2300.00		\$0.00		\$ 2300.00
* Due 192-DANKA OFFICE IMAGING CO	\$276.10		\$0.00		\$ 276.10
* Due 526-DAVID JETER	\$303.06		\$0.00		\$ 303.06

Panola County
THE SOFTWARE GROUP, INC.A C C O U N T S P A Y A B L E S Y S T E M
Open Invoices thru 06/24/02

21 Jun 2002

PAGE 3

	Gross Amount.	Req. Req.	Discount Req.	Req.	Net Amt.....
* Due 1906-DECISIONONE CORPORATION	\$17.84	_____	\$0.00	_____	\$ 17.84
* Due 201-DR.KEITH KEELING	\$500.00	_____	\$0.00	_____	\$ 500.00
* Due 39-EAST TEXAS COUNCIL ON ALCO	\$875.00	D_A	\$0.00	_____	\$ 875.00
* Due 80-EAST TEXAS OPEN DOOR, INC	\$1250.00	_____	\$0.00	_____	\$ 1250.00
* Due 2070-ENER RESOURCE PA ETNC CA	\$848.00	_____	\$0.00	_____	\$ 848.00
* Due 2066-ETNC CARTHAGE	\$14965.16	_____	\$0.00	_____	\$ 14965.16
* Due 93-EXCEL FORD LINCOLN MERCURY	\$442.18	_____	\$0.00	_____	\$ 442.18
* Due 1681-FIRE & SAFETY EQUIPMENT	\$100.00	_____	\$0.00	_____	\$ 100.00
* Due 654-GLORIA R. PORTMAN	\$37.28	_____	\$0.00	_____	\$ 37.28
* Due 07-GOVERNMENT RECORDS SERVIC	\$6844.88	_____	\$0.00	_____	\$ 6844.88
* Due 1507-GRAY'S WHOLESALE TIRE DI	\$300.00	_____	\$0.00	_____	\$ 300.00
* Due 197-GREGG COUNTY JUVENILE PR	\$1500.00	_____	\$0.00	_____	\$ 1500.00
* Due 2439-GUY W. GRIFFIN	\$7.60	_____	\$0.00	_____	\$ 7.60
* Due 2850-HARRISON COUNTY JUVENIL	\$4920.00	_____	\$0.00	_____	\$ 4920.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

21 Jun 2002

PAGE 4

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

* Due 370-HIGH POINT COMMUNICATIONS	\$66.70		\$0.00		\$ 66.70
* Due 3255-HOLT COMPANY OF TEXAS	\$65.66		\$0.00		\$ 65.66
* Due 3270-HOWARD-NEAR EQUIPMENT C	\$7833.33		\$0.00		\$ 7833.33
* Due 3210-INDIGENT HEALTHCARE SOLU	\$945.00		\$0.00		\$ 945.00
* Due 575-JACK ELLETT	\$79.97		\$0.00		\$ 79.97
* Due 2083-JAN HAXEY	\$121.29		\$0.00		\$ 121.29
* Due 767-JEAN WHITESIDE	\$26.04		\$0.00		\$ 26.04
* Due 516-KAREN S. CLARK CSR	\$401.50		\$0.00		\$ 401.50
* Due 5-KEN TURNER PHARMACY	\$2525.70		\$0.00		\$ 2525.70
* Due T.11545-KIMBERLY CLEPPER	\$233.00		\$0.00		\$ 233.00
* Due 84-KIRBY RESTAURANT SUPPLY	\$241.89		\$0.00		\$ 241.89
* Due 286-LAW ENFORCEMENT SYSTEMS,	\$64.00		\$0.00		\$ 64.00
* Due 1066-LINDA POPE	\$36.05		\$0.00		\$ 36.05

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

21 Jun 2002

PAGE 5

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 740-NOORE'S TRUCK TIRE CENTER	434.28			\$0.00			434.28
* Due 425-NORRIS SANFORD JR.	\$1055.00			\$0.00			1055.00
* Due 2785-MACOGDOCHES COUNTY SHERI	\$300.00			\$0.00			300.00
* Due 3030-O'REILLY AUTO PARTS	\$1.99			\$0.00			1.99
* Due 1606-DEC CORPORATION	\$597.07			\$0.00			597.07
* Due 847-OFFICE DEPOT INC.	\$399.99			\$0.00			399.99
* Due 3202-OLNSTED-KIRK PAPER CONPA	\$511.55			\$0.00			511.55
* Due 3289-PANOLA LIVESTOCK COMPANY	\$176.00			\$0.00			176.00
* Due 737-PANOLA POST/WATCHMAN	\$387.60			\$0.00			387.60
* Due 3269-PATRICE SAVAGE	\$250.00			\$0.00			250.00
* Due 2471-PETTY'S LAWN SPRINKLERS	\$211.50			\$0.00			211.50
* Due 2631-PROTELL SYSTEMS INTERNAT	\$155.00			\$0.00			155.00
* Due 1319-PUMP MASTERS INC	\$177.73			\$0.00			177.73

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

21 Jun 2002
PAGE 6

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 60-R & J'S CUSTOM EXHAUST & NU	\$55.00	0		\$0.00			\$ 55.00
* Due 819-R.O.C.I.C.	\$300.00			\$0.00			\$ 300.00
* Due 525-RICK MCPHERSON	\$4891.20			\$0.00			\$ 4891.20
* Due 111-ROBINSON & WILLIAMS	\$1200.00			\$0.00			\$ 1200.00
* Due 288-SARGENT-SOWELL, INC.	\$78.19			\$0.00			\$ 78.19
* Due 189-SBC SOUTHWESTERN BELL TEL	\$247.85	N		\$0.00			\$ 247.85
* Due 3291-SENEX SERVICES CORP	\$115.00			\$0.00			\$ 115.00
* Due 198-SHENANDOAH LIFE INSURANCE	\$923.63			\$0.00			\$ 923.63
* Due 2895-SHERIFF'S ASSOCIATION OF	\$25.00			\$0.00			\$ 25.00
* Due 2711-STEPHEN C. NAHAFFEY	\$770.00			\$0.00			\$ 770.00
* Due 3288-STEPHEN J. COSENTINO, D.	\$279.00			\$0.00			\$ 279.00
* Due 65-SWEPCO	\$1937.52			\$0.00			\$ 1937.52
* Due 29-TED'S SAM SHOP	\$85.87			\$0.00			\$ 85.87
* Due 90-TELEPHONY, INC.	\$1180.85			\$0.00			\$ 1180.85

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

21 Jun 2002

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

* Due 3207-TEXAS CHIEF DEPUTIES ASSO	\$24.00		\$0.00		\$ 24.00
* Due 404-TEXAS DISTRICT & COUNTY AT	\$50.00	C ON	\$0.00		\$ 50.00
* Due 1904-THE COMPUTER SHOP	\$769.00		\$0.00		\$ 769.00
* Due 291-THE PATTERSON INSURANCE	\$2500.00		\$0.00		\$ 2500.00
* Due 161-THE SOFTWARE GROUP	\$186.24		\$0.00		\$ 186.24
* Due 660-TON N. JONES, DDS	\$691.00		\$0.00		\$ 691.00
* Due 1715-TRANSCOR AMERICA INC	\$645.90		\$0.00		\$ 645.90
* Due 293-UNIVERSAL TINE EQUIPMENT	\$350.00		\$0.00		\$ 350.00
* Due 3031-UPSHUR COUNTY	\$28562.63		\$0.00		\$ 28562.63
* Due 2722-WALTER VIVALDI	\$450.00		\$0.00		\$ 450.00
* Due 2533-WEST GROUP	\$834.50		\$0.00		\$ 834.50
* Due 149-WHOLESALE SUPPLY INC	\$265.00		\$0.00		\$ 265.00
* Due 1291-WORTHINGTON PLUMBING CO	\$528.00		\$0.00		\$ 528.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/24/02

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

* Due 64-XEROX CORPORATION	\$241.60		\$0.00		\$ 241.60
Totals	\$130581.13		\$0.00		\$ 130581.13

167 records listed.

AGREEMENT FOR FUNDING OF DATABASE MAINTENANCE ACTIVITIES

This contract is made and entered into by and between the **EAST TEXAS COUNCIL OF GOVERNMENTS**, hereinafter called "ETCOG", and **PANOLA COUNTY**.

WITNESSETH

WHEREAS, ETCOG has been designated as the Grantee pursuant to a Grant Agreement between the Commission on State Emergency Communications, hereinafter referred to as "CSEC", and

WHERE AS, PANOLA COUNTY desires to receive funding for database maintenance activities from the database funds established; and

WHEREAS, a contract between ETCOG and PANOLA COUNTY which permits PANOLA COUNTY to receive funding for database maintenance activities as defined in the plan agreement with ETCOG and CSEC as authorized by the Executive Committee of the East Texas Council of Governments;

NOW, THEREFORE, ETCOG and PANOLA COUNTY, in consideration of the terms, covenants and conditions herein, hereby agree as follows:

I. Scope of Services

ETCOG agrees to submit request for reimbursement for database maintenance activities conducted by PANOLA COUNTY and/or its agents to CSEC and to distribute the resulting reimbursement to PANOLA COUNTY.

It is agreed and understood the ETCOG's ability to reimburse PANOLA COUNTY for database maintenance activities is limited wholly and completely to its receipt of funds from CSEC. In no event shall ETCOG be liable or responsible for the failure of CSEC to fund database maintenance activities.

FOR and IN CONSIDERATION of the foregoing, PANOLA COUNTY agrees to undertake database maintenance activities in PANOLA COUNTY in accordance with CSEC's directives and requirements and to submit, on a timely basis, requests for reimbursement for database maintenance activities. It is agreed that the term "database maintenance activity" includes:

- A. Maintain inventory of new county subdivisions/roads and addresses:
 - Identify new county and private roads;
 - Acquire subdivision maps and street lists;
 - Establish address ranges; and
 - Assign addresses as needed in accordance with local adopted database standards
- B. Corrections of existing database errors;
- C. Maintain adequate signage for emergency response
- D. Resolution of problems in assignment;
 - Establish inquiry, postal notification, and address correction measures including follow-up response certifying final address; and
- E. Notification to ETCOG of new subdivisions, new roads, extensions of existing county/private roads, and new address assignments.

II. Method and Schedule of Payment

- A. The type of contract in use here is a cost reimbursement contract.
- B. The amount to be paid to PANOLA COUNTY for the contract period shall be based upon terms, provisions, and grant budgets as set forth in the approved PANOLA COUNTY Database Maintenance Plan (Exhibit A). The budget provisions are subject to funding from the CSEC; and for the 2002 fiscal year are limited to \$24,865 and 2003 fiscal year are limited to \$24,865 (Exhibit B).
- C. PANOLA COUNTY shall submit to ETCOG requests for reimbursement for database maintenance activities, which shall be, prescribed forms as provided in Exhibit C and shall only include allowable costs incurred. The allowable cost of performing the work under this contract shall be the cost actually incurred by PANOLA COUNTY, either directly, incident to, or properly allocable to the contract, in the performance of this contract in accordance with the terms, provided that the same is included in Form 911 M (Exhibit C).
- D. ETCOG agrees to submit requests for reimbursement for database maintenance activities conducted by PANOLA COUNTY and/or its subcontractor to CSEC and to distribute the resulting reimbursement to PANOLA COUNTY.
- E. All costs submitted by PANOLA COUNTY are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment. ETCOG shall, within ten (10) days of receiving reimbursement from CSEC, remit payment to PANOLA COUNTY.

III. Reporting and Documentation Requirements

- A. PANOLA COUNTY shall insure that adequate fiscal records and supporting documentation of all costs reimbursed under the terms of this Agreement are maintained, as appropriate, and in accordance with the provisions of this Agreement and applicable state law. PANOLA COUNTY shall maintain such fiscal records and supporting documentation of all costs reimbursed until instructed by ETCOG to destroy and dispose of such records and documents.
- B. PANOLA COUNTY shall insure that CSEC, ETCOG, and/or their duly identified representative has access to and the right to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by PANOLA COUNTY, its subcontractor and/or any other authorized database maintenance activity to be reimbursed under the terms of this Agreement.
- C. PANOLA COUNTY agrees to be responsible for providing a quarterly progress report to ETCOG outlining database maintenance activities. In addition to quarterly reports, PANOLA COUNTY will submit appropriate reporting documents to ETCOG with each request for reimbursement.

IV. Monitoring Requirements/Compliance with Applicable Laws

- A. ETCOG and CSEC reserve the right to perform periodic on-site monitoring of PANOLA COUNTY, PANOLA COUNTY'S performing subcontractor, or employee and/or any other authorized agent in compliance with the terms and conditions of this Agreement. Following such a monitoring visit, CSEC or ETCOG will provide a written report of the findings; ETCOG will provide such findings to PANOLA COUNTY. If the monitoring reports identify non-compliance with the terms and provisions of this Agreement, the monitoring report shall also identify requirements for the timely correction of such deficiencies by PANOLA COUNTY. Failure by PANOLA COUNTY to take action specified in the monitoring report may be cause for suspension or termination of this Agreement and funding associated with it and can result in reimbursement by PANOLA COUNTY of funds already received.

- B. Unless otherwise directed by ETCOG, PANOLA COUNTY shall arrange for the performance of an annual financial and compliance audit of funds received and costs reimbursed under the terms of this contract, including the Texas Uniform Grant and Contract Management Standards. PANOLA COUNTY shall be liable to ETCOG for any costs disallowed pursuant to financial and compliance audits of funds received under the terms of this contract.
- C. For all audits of fiscal years ending on or after June 30, 1997 the following applies:
1. Grantees Expending \$300,000 or More in Total Federal or State Grant Funds: Any local government or non-profit CSEC grantee expending at least \$300,000 in total Federal or State awards during its fiscal year is required to have an audit performed in accordance with the Single Audit Act Amendments of 1996. The Office of Management and Budget (OMB) Circular A-133 sets forth requirements for audits of Federal fund.
 2. Grantees Expending Less than \$300,000 in total Federal or state Funds: Any local government or non-profit CSEC grantee expending less than \$300,000 in total Federal or State awards during its fiscal year is exempt from undergoing a single Audit. However, CSEC may require such grantees to undergo a "limited scope audit" as defined in OMB Circular A-133. Affected grantees will be so notified. Grantees in this category are required to submit to CSEC a copy of an audit report conducted in accordance with generally accepted auditing standards along with any management letters(s) and responses(s).
- D. CSEC grantees must ensure that required audits are completed and submitted to ETCOG the earlier of thirty (30) days after the issuance of the auditor's reports(s) or the following:
1. For fiscal years beginning on or before June 30, 1999, the audit should be completed and submitted within the earliest of thirty (30) days after receipt of the auditor's report(s), or thirteen (13) months after the end of the audit period.
 2. For fiscal years beginning on or after July 1, 1999, the audit shall be completed within the earliest of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.
- E. In entering into this contract, PANOLA COUNTY, its subcontractor, or and/or their authorized agents shall comply with all applicable state and federal laws to include, but not limited to:
1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d) and with the provisions of 45 C.F.R. 800);
 2. Executive Order 11246 (Equal Employment Opportunity), 41 C.F.R. Chapter 60;
 3. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990; and
 5. Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as applicable.

V. Measure of Liability

- A. It is understood and agreed that, notwithstanding any provisions contained herein to the contrary, ETCOG's financial obligation to PANOLA COUNTY under this subcontract will not exceed the total amount of the grant funds provided by CSEC.
- B. Final acceptance of the costs to be reimbursed and that are submitted by PANOLA COUNTY are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment.
- C. ETCOG shall not be liable for expenditures made in violation of rules, regulations, and guidelines promulgated by CSEC or any applicable state or federal law, regulation, rule or guideline.

VI. Equipment

- A. Subject to obligations and conditions set forth in this agreement, title to all equipment acquired under this Agreement will vest upon acquisition.
- B. ETCOG will evaluate all proposed equipment purchases prior to attainment, which utilize grant funds to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then ETCOG will not reimburse PANOLA COUNTY for such equipment purchases.
- C. Title to equipment acquired with funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of PANOLA COUNTY. All parties agree that upon full performance of this Agreement, title shall remain with PANOLA COUNTY, provided however, that if this Agreement is terminated, due to substantial failure by PANOLA COUNTY to fulfill its obligations under this Agreement, title and physical possession of all equipment shall, upon written notification from ETCOG, be transferred in good condition and within five (5) working days to ETCOG.
- D. PANOLA COUNTY shall conduct physical property inventories; to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Agreement for which PANOLA COUNTY retains title, as further set forth in (i) through (x) below.
- (i) PANOLA COUNTY shall develop and use its own property management system, which must conform to all applicable state and local laws, rules, and regulations. If an adequate system for accounting for personal property owned by PANOLA COUNTY or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.
 - (ii) A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of one-thousand dollars (\$1,000) or more, shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by PANOLA COUNTY
 - (iii) All property acquired or replaced under this Agreement shall be used by PANOLA COUNTY or its sub-grantees, to support the purposes of this Agreement, for as long as the equipment are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.
 - (iv) For property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, PANOLA COUNTY may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
 - (v) For the property with a current fair market, per-unit value of over five thousand dollars (\$5,000), PANOLA COUNTY shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from CSEC prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

- (vi) Property with a current fair market, per-unit value of five thousand dollars (\$5,000), or less, if not longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by CSEC, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment were originally acquired.
- (vii) For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for this support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, PANOLA COUNTY shall obtain written authorization from CSEC prior to changing the use of the property, to include selling transferring ownership of the property. In requesting authorization for a change in use of the property, PANOLA COUNTY shall provide information as requested by CSEC, to include information to assure that the new use of the property will adhere to the requirements of subsection (B) of Section (VI). After six years of the initiation date of this Agreement, PANOLA COUNTY is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of subsection (B) of Section (VI) shall still apply.
- (viii) If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, CSEC is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per unit value of the property of the property at the time of the sale is in excess of five thousand dollars (\$5,000). CSEC's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold transferred, or otherwise disposed of with no further obligation to CSEC, provided the other requirements set forth in this Section are met, including the requirements of subsection (B) of Section (VI).
- (ix) If, prior to the termination date of this Agreement, PANOLA COUNTY or its sub-grantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, CSEC may require PANOLA COUNTY to transfer title and possession of such property to a third party named by CSEC.
- (x) PANOLA COUNTY shall not grant or allow to a third party a security interest in any original or replacement materials or equipment purchased with funds made available under this Agreement.

E. PANOLA COUNTY agrees that, in the event any funds provided under this contract are in turn awarded to any sub-grantee for the purpose of acquisition of any equipment, by such other party, PANOLA COUNTY'S contract with that sub-grantee shall include the requirements set forth in this section.

VII. Assurances

PANOLA COUNTY assures and guarantees ETCOG that PANOLA COUNTY possesses the legal authority to enter into this Agreement pursuant to official motion, resolution or action passed or taken by PANOLA COUNTY'S governing body.

VIII. Period of Performance

This contract shall be considered in effect upon signature from the 1st day of September 2001, and shall extend through the 31st day of August 2003.

IX. Amendments to Contract

Any alterations, additions, or deletions to the terms of this subcontract which are required by changes in CSEC's rules, regulations, or federal or state law are automatically incorporated into this Agreement without written amendment and are effective on the date designated by such laws or regulations. It is agreed that this contract may be amended from time to time during the term of the Agreement by ETCOG issuing policy directives that serve, establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Executive Director of ETCOG or his designee in the form of a written communication, which has the effect of qualifying the terms of this Agreement. Except as specifically provided by this Agreement, any other alterations, additions, or deletions to the terms of this subcontract shall be by written agreement, executed by both parties.

X. Termination of Contract

PANOLA COUNTY acknowledges that this Agreement may be terminated under the following circumstances:

(a) Convenience

ETCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason ETCOG determines that such termination is in the best interest of ETCOG. Upon receipt of notice of termination, all services hereunder of PANOLA COUNTY and its employees and subcontracts shall cease to the extent specified in the notice of termination. In the event of termination in whole, PANOLA COUNTY shall prepare a final notice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior notice. ETCOG agrees to pay PANOLA COUNTY, in accordance with the terms of the Agreement and to the satisfaction of the Executive Director or his designee, which has not appeared on any prior invoice. ETCOG agrees to pay PANOLA COUNTY in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of ETCOG compensation previously paid.

PANOLA COUNTY may cancel or terminate this Agreement upon ninety- (90) days written notice by certified mail to ETCOG. PANOLA COUNTY may not give notice of cancellation after it has received notice of default from ETCOG. In the event such termination prior to completion of the contract provided for herein, ETCOG, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b) Default

ETCOG may, by written notice of default to PANOLA COUNTY, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If PANOLA COUNTY fails to perform the services herein specified within the time specified herein or any extension thereof; or

2. If PANOLA COUNTY fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by ETCOG in writing) after receiving written notice by certified mail or default from ETCOG. In the event of such termination, all services of PANOLA COUNTY and its employees and/or its agents shall cease and PANOLA COUNTY shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of ETCOG or his designee which has not appeared on a prior invoice. ETCOG agrees to pay PANOLA COUNTY, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of ETCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by ETCOG as a result of such default, including an amount agreed to in writing by ETCOG and PANOLA COUNTY to be necessary to complete the services herein specified, in addition to that which would have been required had PANOLA COUNTY completed the services herein specified as required herein.

XI. Non-Disclosure Clause

Any customer information obtained from the Postal Service or Telephone Company is restricted by non-disclosure agreements and should be held in the strictest confidence.

XII. Utilization of Historically Underutilized Business Enterprises

PANOLA COUNTY agrees that qualified Historically Underutilized Business Enterprises (HUBS) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

XIII. Contracting Parties

All notices permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage paid, addressed as follows:

PANOLA COUNTY

Panola County

John Cordray, County Judge

110 S. Sycamore, Rm. 216 A

Carthage, TX 75633

ETCOG

East Texas Council of Governments

Mr. Glynn Knight, Executive Director

3800 Stone Road

Kilgore, Texas 75662

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

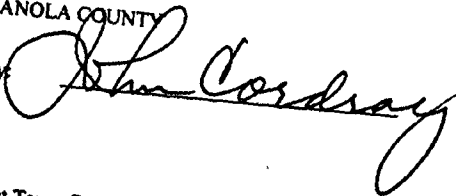
This Agreement contains the entire agreement of the parties and there are not other promises, terms, or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties, if any.

The laws of the State of Texas shall govern this agreement.

Agreed this 24 day of June, 2002.

PANOLA COUNTY

By:



East Texas Council of Governments

By:


Glynn Knight, Executive Director

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LINEBARGER HEARD GOGGAN BLAIR
GRAHAM PEÑA & SAMPSON, LLP
ATTORNEYS AT LAW
1517 W. FRONT STREET, SUITE 202
P.O. BOX 2032
TYLER, TEXAS 75710

903/597-2897
FAX 903/597-2402

June 14, 2002

Ms. Jean Whiteside
Panola County Tax Assessor-Collector
Room 211- Courthouse
Carthage, TX 75633

RE: Refund - Elysian Fields ISD vs. Allison Lee Simpson; Cause No. 1998-A-021, Acct. #665-1840

Dear Jean:

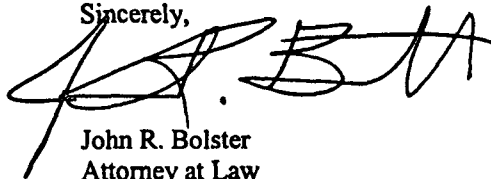
Pursuant to a judgment entered in the above referenced case, our firm struck off Ms. Simpson's 7.6 acre tract in the J. Thorp Survey. Subsequent to the strike off the property was resold to Charles Swindle for \$3,000.00.

Unfortunately, the deeds which we had examined conveying title to Ms. Simpson were defective. As a result, the Panola County Appraisal District determined that the 7.6 acre tract was double assessed and that Mr. Swindle did not acquire any real estate as a result of the resale. He now wants a refund of the purchase price which I believe is certainly warranted in this case.

The County received \$657.32 from the \$3,000.00 purchase price. I would ask that you obtain Commissioner's Court approval to refund this money to our firm. We in turn will combine this with the \$1,300.00 refund from Elysian Fields and firm funds to issue Mr. Swindle a \$3,000.00 refund check from our firm. My firm will also prepare any other necessary documents.

If you or the Commissioners have any questions, please do not hesitate to contact me.

Sincerely,


John R. Bolster
Attorney at Law

JRB:pw

*Panola
College \$129.09*

*County \$472.21
Special 56.02
to total 528.23*

SPECIFICATIONS: LEASE - ROAD RECLAIMER

1. **YEAR MODEL** Machine shall be at least a 1995 with reasonable hours for such model year and in good working order.
2. **ROTOR DRIVE SYSTEM -** At least three (3) rotor speeds w/drive chains capable of a breakable resistance of at least 120,000 pounds and self lubricating.
3. **MID MACHINE ROTOR -** At least ninety-six (96) inches wide with breaker bar with at least 105 drive-in/knock out tool holders designed to change from bullet teeth to spade type tools. Cutting depth at least fourteen (14) inches.
4. **ENGINE -** Turbo charged, after cooled diesel producing at least 300 h.p. at 2100 rpm's.
5. **TRANSMISSION -** At least four (4) speeds with displacement pump and a two (2) speed motor capable of no less than 10 mph in high gear and no more than 140 fpm in low gear.
6. **TIRES -** At least 16 ply front and 8 ply rear.
7. **CAPACITIES -** All specifications are minimum:

Fuel:	100 gal.
Cooling:	15 gal.
Crankcase:	8 gal.
Hydraulic:	50 gal.
8. **DELIVERY/PICK UP -** Bid shall include prices for delivery and pick up of machine to the Panola County Warehouse.
9. **INSURANCE -** Panola County will provide loss coverage insurance on the machine in the amount of \$150,000.00.
10. **DURATION OF LEASE-** July 1, 2002 to September 30, 2002. Panola County may extend the lease time on a monthly or weekly basis with one week notice to the successful bidder.

Bids shall be either delivered or mailed to John Cordray, County Judge, Courthouse, Carthage, Texas. Bids must be in County Judge's office before 9:00 a.m., June 24, 2002. Any late bids received will be returned unopened and cannot be considered.

AWARD OF CONTRACT

Panola County reserves the right to:

- a. Accept or reject any or all bids;
- b. Cancel the contract and return the units with no further obligation

The bid will be awarded based on the "TOTAL COST" to least the equipment for the three month period.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO ROAD SUPERINTENDENT, JOHN DEPRESCA, AT 903-693-3763.

**BID FORM AND CONTRACT
LEASE - ROAD RECLAIMER**

**TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE
ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING
SPECIFICATIONS:**

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

Exceptions to Specifications:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

TOTAL BID FOR LEASE OF ROAD RECLAIMER: \$ 25,500.00

DATE: JUNE 12, 2002

FIRM: HOWARD-MCANEAR EQUIPMENT CO.

BY: TIM FLYNN *Tim Flynn*

ADDRESS: P.O. BOX 162029

FT. WORTH, TX 76161-2029

PHONE NUMBER: 817-847-0101

DATE: JUNE 24 2002

PANOLA COUNTY, TEXAS

BY: *John Cordrey*

SPECIFICATIONS FOR LEASE - MIXER/SOIL STABILIZER

1. **Year Model** Machine shall be at least a 1995 with reasonable hours for such model year and in good working order.
2. **Horsepower** Diesel engine with at least 300 horsepower.
3. **Depth of Cut** No less than 8 inches.
4. **Width of Cut** No less than 8 feet in one pass.
5. **Ground Speed** At least 10 miles per hour in high range.
6. **Fuel Capacity** No less than 100 gallons.
7. **Insurance** Panola County will provide loss coverage insurance on the machine in the amount of \$150,000.00.
8. **Duration of Lease** July 1, 2002 to September 30, 2002. Panola County may extend the lease time on a monthly or weekly basis with one week notice to the successful bidder.
9. **Delivery/pickup** Bid shall include prices for delivery and pickup of machine to Panola County Warehouse.

BID FORM AND CONTRACT

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, TEXAS IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

Exceptions to Specifications:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

TOTAL BID FOR LEASE OF MIXER/SOIL STABILIZER: \$ 23,400.00

DATE: JUNE 12, 2002

FIRM: HOWARD-MCANEAR EQUIPMENT CO.

BY: TIM FLYNN *Tim Flynn*

ADDRESS: P.O. BOX 162029

FT. WORTH, TX 76161-2029

PHONE NUMBER: 817-847-0101

DATE: June 24, 2002

PANOLA COUNTY, TEXAS

BY: *[Signature]*

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

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