

AT 10:00 O'CLOCK A M

AUG 8 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 REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 12TH DAY OF AUGUST, 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. None.

ROAD & BRIDGE

- a. To approve and record a request by Deadwood Water Supply Corporation to place a 2" water line within the right-of-way of Panola County Road #4561.

- b. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #2641.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of July, 2002.
- b. To record file-marked copy of Juvenile Probation Department Budget for Fiscal Year ending August 31, 2003.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Commissioner, Precinct #1, Ronnie LaGrone; and Panola County Criminal District Attorney Danny Buck Davidson.
- 5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
- 6. To discuss and act upon nullifying an act of the Commissioners' Court for Item No. 8 on the August 5th, 2002 agenda due to Notice not being published in a timely manner.
- 7. To discuss amount of revenue to be raised. If there is an increase of more than three percent above the effective tax rate proposed, take a record vote and schedule a public hearing for August 22, 2002 at 9:00 a.m. and authorize applicable publications. (Tax Code, Section 26.05)
- 8. To discuss and act upon an easement for water line main on county property to serve new and existing courthouse buildings.
- 9. To discuss and act upon approval of a Pledge Agreement between Panola County and Federal Reserve Bank of Boston.
- 10. To open sealed bids for the purchase of bits and holders for use by the Panola County Road and Bridge Department. Bids may be awarded at a future meeting of the Court.
- 11. To receive, approve, and record the Panola County Road Superintendent's Monthly Report for July, 2002.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8TH DAY OF AUGUST, 2002 AT 10:00 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 8TH DAY OF AUGUST, 2002 AT 10:00 O'CLOCK A.M.

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

SEP - 9 2002

The State of Texas
County of Panola

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

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On this the 12th day of August A.D. 2002, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

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 that the work on the airport is progressing well. There has been a problem with the electrical on the lamps, and the slurry seal has not been done yet, but the Construction Manager is staying on top of the work and is making certain that everything goes according to plan.

3. COUNTY JUDGE'S REPORT:

Judge Cordray reported that because a notice had not been published at the anticipated date, some of the dates for August meetings of the Court had been changed. The previous date of August 16 for the tax rate hearing has been changed to August 22, 2002, at 9:00 o'clock a.m. The date to adopt the tax rate has been changed from August 29 to September 3, 2002.

4. CONSENT ITEMS:

PERSONNEL

- a. None

ROAD & BRIDGE

- ✓ a. To approve and record a request by Deadwood Water Supply Corporation to place a 2" water line within the right-of-way of Panola County Road #4561.
- ✓ b. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #2641.

MISCELLANEOUS

- ✓ a. To approve minutes of Commissioners' Court meeting held during the month of July, 2002.

- ✓ b. To record file-marked copy of Juvenile Probation Department Budget for Fiscal Year ending August 31, 2003.

REQUEST FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Commissioner, Precinct #1, Ronnie LaGrone; and Panola County Criminal District Attorney Danny Buck Davidson.

Commissioner LaGrone 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 THE 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 some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to act upon nullifying an act of the Commissioners' Court for Item No. 8 on the August 5th, 2002 agenda due to Notice not being published in a timely manner. The motion passed unanimously. This is the reason for the changes to the budget schedule as announced by the County Judge in his report.
- ✓ 7. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to schedule a public hearing on the tax rate for August 22, 2002 at 9:00 o'clock a.m. and to authorize applicable publications regarding the same. (Tax Code, Section 26.05) The motion passed unanimously. SEE COPY OF NOTICE ATTACHED.
- ✓ 8. Commissioner Davis moved and Commissioner Reed seconded the motion to approve an easement for a water line main on county property to serve the new and existing courthouse buildings and to authorize the County Judge to sign the document on behalf of the County. The motion passed unanimously.
- ✓ 9. Commissioner Reed moved and Commissioner Davis seconded the motion to approve a Pledgee Agreement between Panola County and the Federal Reserve Bank of Boston. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 10. A sealed bid was opened from Conley Lott Nichols Machinery Company of Longview, Texas for the purchase of bits and holders for use by the Panola County Road and Bridge Department. Commissioner Davis moved and Commissioner LaGrone seconded the motion to award the bid to that firm as recommended by Road Superintendent John DePresca. The motion passed unanimously. SEE COPY OF BID ATTACHED.
- ✓ 11. Commissioner Cotton moved and Commissioner Davis seconded the motion to receive, approve, and record the Panola County Road Superintendent's Monthly Report for July, 2002. The motion passed unanimously. SEE COPY OF REPORT ATTACHED.

The meeting was then adjourned.

Dated this the 12th day of August, 2002.

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

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ATTEST:

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



David Anderson
Dale Latham
John Linn
Don W. Walker

Aug. 12, 2002

CONSENT

ITEMS

Deadwood Water Supply Corporation

P.O. Box 412
Carthage, TX 75633
(903) 622-4615

Directors

Clayton LaGrone
Michael Isbell
M. M. Bounds
Jerry Harrison
Samuel Anderson

Date: July 23, 2002

To: Commissioner Jimmy Davis

Re: Proposed Water Line in CR 4561 Right of Way

Deadwood Water Supply Corporation is requesting permission to begin construction on the submitted potable water pipeline before July 29, 2002.

Thank you,

Clifford Bounds

Clifford Bounds
Manager
Deadwood Water Supply Corporation

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

vs

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Deadwood Water Supply Corporation Proposes to place a
(COMPANY NAME)

2" Line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 4561 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 NONE

The location and description of the proposed line and appurtenances is more fully shown by ^{See} the copies of the drawings attached to this notice. The line will be constructed and maintained on ^{Attachment} 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 7-23-02 day of
2002. After Approval From Commissioner Davis.

FIRM: Deadwood Water Supply Corporation.
BY: Clifford Gaudin
TITLE: Manager
ADDRESS: P.O. Box 412
Carthage, Tx 75633
PHONE: (903) 622-4615

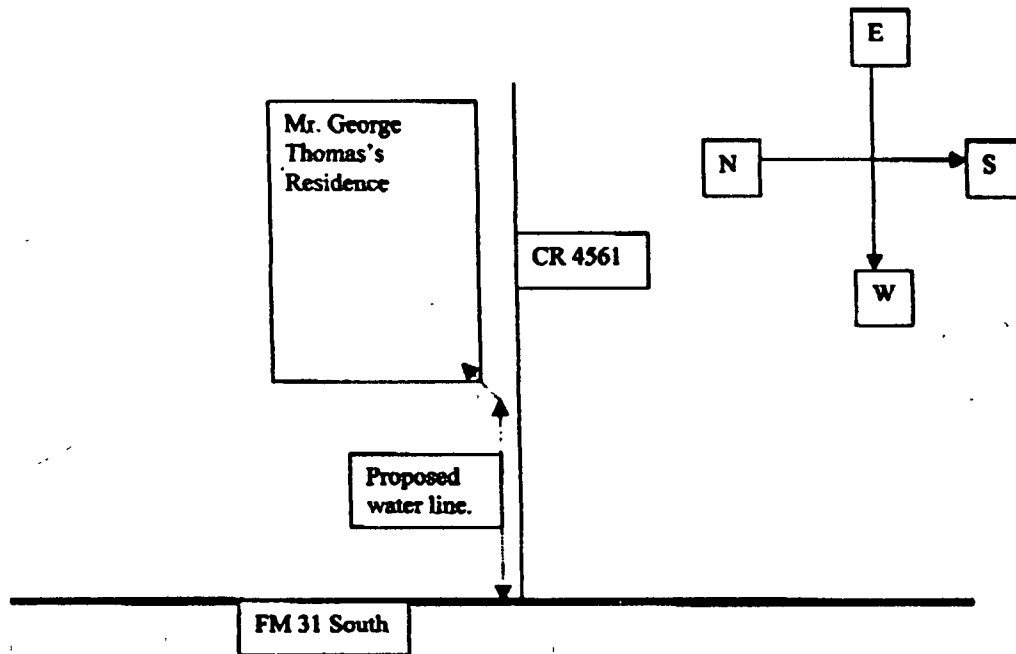
Deadwood Water Supply Corporation

P.O. Box 412
Carthage, TX 75633
(903) 622-4615

Directors

Clayton LaGrone
Michael Isbell
M. M. Bounds
Jerry Harrison
Samuel Anderson

Deadwood Water Supply Corporation is asking for permission to install a 2-inch P.V.C. water line in the county road ditch on CR 4561 to provide potable water to Mr. George Thomas. The line will be located on the north side of CR 4561 from the intersection of F.M. 31 and CR 4561 to the private property of Mr. George Thomas. The line will end at, and on, the private property of Mr. Thomas. The total distance of the line is not exactly known however it is less than 500 feet.



**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. Fixation material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Soil 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 soil or seeding; or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operation. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.

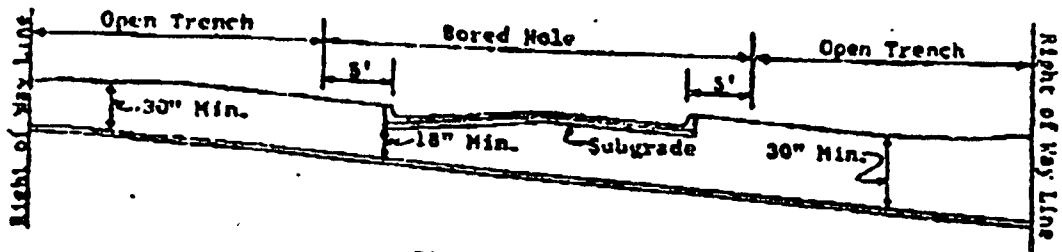
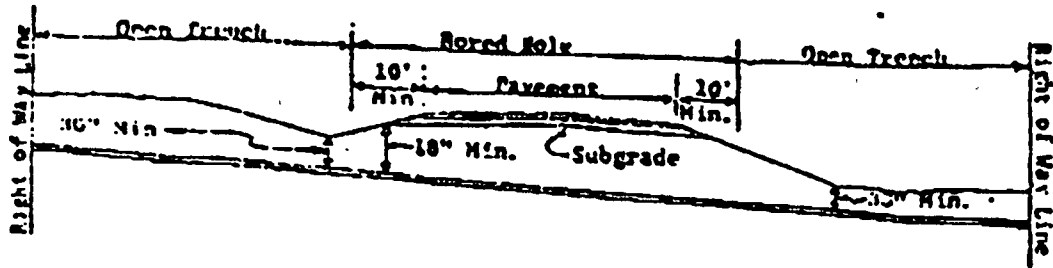
P. 2

FROM CO. COMMISSIONERS 908 698 2342

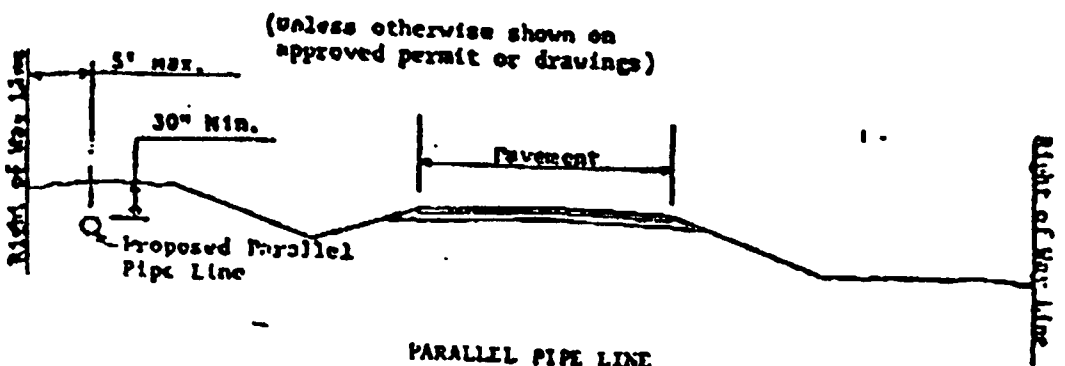
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.

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FROM CO. COMMISSIONERS 908 698 2342



PIPE LINE CROSSING



PARALLEL PIPE LINE

(unless otherwise shown on approved permit or drawings)

APPROVAL

August 12, 2002

WIT

40 PAGE 251

TO: Deadwood Water Supply
P. O. Box 412
Carthage, Texas 75633

RE: CR #4561

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


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

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

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

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 CR 2641 in Panola County, Texas, construction will begin on or around 08/15/02 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.


Engineer

07/31/02 WORK ORDER 3C1h2DR BKVL
Date

Valor Telecom
P O Box 308
Fairfield, Texas 75840

Contact Telephone Number: (903) 389-7864

APPROVAL

August 12, 2002

40 PAGE 254

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

RE: CR #2641

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



PANOLA COUNTY JUVENILE PROBATION DEPARTMENT

315 West Panola Street • Carthage, Texas 75633
Telephone (903) 693-0352 • Fax (903) 693-0357

Date: August 1, 2002

To: Panola County Commissioner's Court

From: Ed Bland, Chief Juvenile Probation Officer, Panola County

Subject: Juvenile Probation Department Budget for Fiscal Year Ending August 31, 2003

Please file this letter and the attached proposed Juvenile Probation Department budget for fiscal year ending August 31, 2003, in accordance with Sec. 140.004 of the Texas Local Government Code. Also please be advised that a meeting of the Panola County Juvenile Board is scheduled for August 30, 2002 at 8:30a.m. in the County Commissioner's Courtroom to consider and adopt the budget for the above stated fiscal year.

Thank you for your consideration in this matter.

Ed Bland

FILED FOR RECORD
IN MY OFFICE

AT _____ O'CLOCK _____ M _____

AUG 01 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

AUG 01 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXASBY *Sue Grafton* DEPUTY

**PANOLA COUNTY JUVENILE PROBATION
PROPOSED OPERATIONAL BUDGET SUMMARY**
September 1, 2002 Thru August 31, 2003

	TJPC STATE AID	TJPC COMMUNITY CORRECTIONS	STATE & FEDERAL GRANT REIMBURSE.	LOCAL JUVENILE MATCH	CAPITAL OUTLAY	
REVENUES:						
State Funding	117,817	52,783	35,224	-	-	205,744
Local Match Funding	-	-	-	83,500	-	83,500
Prob. Fets, Informal Adjst. Fees & Interest	-	-	-	-	3,000	3,000
TOTAL REVENUES	117,817	52,783	35,224	83,500	3,000	292,244
EXPENDITURES:						
STAFF SERVICES						
Salaries & Fringe Benefits	100,963	27,852	-	57,569	-	186,384
Travel	119	1,459	-	2,459	-	4,037
Operating Expenses	2,250	3,300	-	4,750	-	10,300
TOTAL STAFF SERVICES	103,332	31,611	-	64,778	-	208,721
NON-RESIDENTIAL SERVICES						
Psychological/psychiatric diagnosis & treatment	200	2,000	-	2,533	-	4,733
Medical/dental diagnosis, treatment & supplies	100	-	-	-	-	100
Vocational & educational fees & supplies	100	-	-	-	-	100
Transportation and meals	200	-	-	-	-	200
Clothing & personal hygiene supplies	100	-	-	-	-	100
TOTAL NON-RESIDENTIAL SERVICES	700	2,000	-	2,533	-	5,333
RESIDENTIAL SERVICES						
Purchase treatment, residential services and detention services (not to exceed RHSC rates if purchased in the private sector)	13,785	18,092	35,224	16,189	-	83,290
TOTAL RESIDENTIAL SERVICES	13,785	18,092	35,224	16,189	-	83,290
CAPITAL OUTLAY						
Capital Outlay Purchases	-	-	-	-	3,000	3,000
TOTAL CAPITAL OUTLAY	-	-	-	-	3,000	3,000
TOTAL ALL EXPENDITURE CATEGORIES	117,817	52,783	35,224	83,500	3,000	292,244

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
08-12-02

John Cordray
John Cordray,
County Judge

10-11-02
257

NAME: Ronnie LaGrone
POSITION: Commissioner Pct 1
DEPARTMENT: Commissioners
DATE: July 29, 2002

CONFERENCE: Summit II
LOCATION: Nacogdoches, Tx
DATES: Oct 20 to Oct 22

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

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

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

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

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.)

Focus on common needs and concerns of
citizens, industries, businesses and local
communities.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE 08-12-02

APPROVED
John Cordray
John Cordray,
County Judge

NAME: Danny Buck Davidson
POSITION: Criminal District Attorney
DEPARTMENT: C.D.A.
DATE: August 7, 2002

CONFERENCE: 2002 Civil & Criminal Law Update Seminar
LOCATION: Smith Andre & Island
DATES: Sept. 24, 2002 to Sept. 27, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? Keeps CLE current

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? ~~5~~

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.)

See attached.

KEVIN JONES
Court Coordinator



123rd JUDICIAL DISTRICT
PANOLA COUNTY, TEXAS
COUNTY COURT AT LAW
PANOLA COUNTY, TEXAS

DANNY BUCK DAVIDSON
Criminal District Attorney

August 7, 2002

Panola County Commissioner's Court

Dear Sirs:

This letter is to request that I be approved for attendance to the 2002 Civil & Criminal Law Update Seminar in South Padre Island, Texas September 24-27, 2002. This seminar is required to keep my CLE current and to be informed on new laws and other matters passed during the preceding term of the Texas Legislature.

Sincerely,

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

Danny Buck Davidson

DBD:je PS

*I have always attended this seminar since
being elected Criminal District Attorney in 1994.*

ACTION

ITEMS

Panola County

ACCOUNTS PAYABLE SYSTEM

09:47:16pm

09 Aug 2002

THE SOFTWARE GROUP, INC.

Open Invoices thru 08/12/02

PAGE 1

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

* Due 2681-A T & T ONAHA	\$778.75		\$0.00		\$ 778.75
* Due 2783-A T & T WIRELESS SERVICES	\$82.74		\$0.00		\$ 82.74
* Due 605-ABC AUTO PARTS	\$4.66		\$0.00		\$ 4.66
* Due 1475-ACE HARDWARE OF EAST TE	\$1382.98		\$0.00		\$ 1382.98
* Due 1301-ADAMS OIL COMPANY	\$7650.90		\$0.00		\$ 7650.90
* Due 135-ALLTEL	\$37.96		\$0.00		\$ 37.96
* Due 3313-AMERA-CHEN INC	\$39.95		\$0.00		\$ 39.95
* Due 1444-AMERICAN FIDELITY ASSURA	\$302.92		\$0.00		\$ 302.92
* Due 229-ANDERSON TRACTOR SALES	\$40.00		\$0.00		\$ 40.00
* Due 1361-ANTI PEST CO INC	\$120.00		\$0.00		\$ 120.00
* Due 32-ARCH	\$64.72		\$0.00		\$ 64.72
* Due 2451-ART BARNETT	\$120.00		\$0.00		\$ 120.00
* Due 2833-AUTO EXPRESS LUBE	\$22.95		\$0.00		\$ 22.95

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 1635-BASKIN'S MARSHALL	\$107.80		\$0.00		\$ 107.80
* Due 562-BAXTER SALES CO INC.	\$1111.52		\$0.00		\$ 1111.52
* Due 479-BELL SUPPLY COMPANY	\$65.07		\$0.00		\$ 65.07
* Due 3319-BLACK'S CARTHAGE FUNERAL	\$150.00		\$0.00		\$ 150.00
* Due 230-808 BARKER COMPANY INC	\$244.25		\$0.00		\$ 244.25
* Due 157-BROOKSHIRE BROTHERS, INC.	\$47.84		\$0.00		\$ 47.84
* Due 319-BRYAN & BRYAN	\$87625.77		\$0.00		\$ 87625.77
* Due 3312-C. LILES TRUCKING CO.,	\$3036.00		\$0.00		\$ 3036.00
* Due 6-CAIN HARDWARE AND LUMBER CO	\$455.43		\$0.00		\$ 455.43
* Due 3005-CANON FINANCIAL SERVICES	\$184.00		\$0.00		\$ 184.00
* Due 209-CAR-TEX TRAILER COMPAN, I	\$139.90		\$0.00		\$ 139.90
* Due 124-CARTHAGE AG & VET SUPPLY	\$69.50		\$0.00		\$ 69.50
* Due 8-CARTHAGE MACHINE AND WELDIN	\$293.60		\$0.00		\$ 293.60

Paula County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

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

* Due 95-CARTHAGE OFFICE SUPPLY, I	\$1891.33		\$0.00		\$ 1891.33
* Due 150-CASSITY JONES HARDWARE	\$1085.05		\$0.00		\$ 1085.05
* Due 3322-CAVENDERS BOOT CITY	\$47.98		\$0.00		\$ 47.98
* Due 232-CENTRAL UNITED LIFE INSUR	\$617.16		\$0.00		\$ 617.16
* Due 545-CHARLES C. DICKERSON	\$350.00		\$0.00		\$ 350.00
* Due 753-CHEM-SERV INC.	\$79.85		\$0.00		\$ 79.85
* Due 42-CHEROKEE COUNTY	\$2460.00		\$0.00		\$ 2460.00
* Due 128-CHEVRON USA, INC.	\$42.99		\$0.00		\$ 42.99
* Due 37-CITY OF CARTHAGE	\$23350.00		\$0.00		\$ 23350.00
* Due 1139-CITY OF CARTHAGE WATER	\$985.04	P E	\$0.00		\$ 985.04
* Due 3021-CONSECO HEALTH INSURANC	\$1600.60		\$0.00		\$ 1600.60
* Due 196-CONSECO SENIOR HEALTH INS	\$129.70		\$0.00		\$ 129.70
* Due 987-CONTINENTAL RESEARCH CORP	\$301.91		\$0.00		\$ 301.91
* Due 195-COREY BANKHEAD	\$4791.25		\$0.00		\$ 4791.25

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 884-COUNTY & DISTRICT CLERKS'	\$80.00	I	F	AS	\$0.00	\$	80.00
* Due 2769-COX COMMUNICATIONS INC	\$19.95				\$0.00	\$	19.95
* Due 3323-CURT CABINESS	\$75.00				\$0.00	\$	75.00
* Due 43-D & C CLEANING CONTRACTORS	\$670.00				\$0.00	\$	670.00
* Due 452-DALLAS COUNTY TREASURER	\$1150.00				\$0.00	\$	1150.00
* Due 775-DAVID BROOKS	\$100.00				\$0.00	\$	100.00
* Due 3315-DAVID M. BUTLER	\$250.00				\$0.00	\$	250.00
* Due 1906-DECISIONONE CORPORATION	\$17.84				\$0.00	\$	17.84
* Due 3243-DIRECT SAFETY COMPANY	\$19.08				\$0.00	\$	19.08
* Due 94-DIXIE PAPER CO.	\$74.70				\$0.00	\$	74.70
* Due 1376-DUANE PARKER	\$1250.00				\$0.00	\$	1250.00
* Due 2791-EARTHGRAINS BAKING COS	\$462.75				\$0.00	\$	462.75
* Due 2870-ENER RESOURCE PA ETNC	\$1568.00				\$0.00	\$	1568.00

panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

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	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2066-ETRC CARTHAGE	\$14289.30			\$0.00			\$ 14289.30
* Due 3026-ETOX	\$108.13			\$0.00			\$ 108.13
* Due 93-EXCEL FORD LINCOLN MERCUR	\$1076.74			\$0.00			\$ 1076.74
* Due 2847-EXXON/GECC-CSI	\$13.33			\$0.00			\$ 13.33
* Due 127-EXXONMOBIL	\$64.97			\$0.00			\$ 64.97
* Due 1015-FAITH COMMUNICATIONS	\$141.10			\$0.00			\$ 141.10
* Due T.7060-FEDEX	\$28.70			\$0.00			\$ 28.70
* Due 14-FIRMIN'S OFFICE CITY	\$462.25			\$0.00			\$ 462.25
* Due 816-POLEY RENTALS INC.	\$88.75			\$0.00			\$ 88.75
* Due 320-GALL'S INC	\$304.88			\$0.00			\$ 304.88
* Due 81-GEO. P BANE, INC.	\$549.63			\$0.00			\$ 549.63
* Due 2712-GLAXOSMITHKLINE FINANCI	\$2485.00			\$0.00			\$ 2485.00
* Due 1507-GRAY'S WHOLESALE TIRE DI	\$112.20			\$0.00			\$ 112.20

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 197-GREGG COUNTY JUVENILE PR\$3978.38				\$0.00			\$ 3978.38
* Due 2050-HARRISON COUNTY JUVENILE \$37.25				\$0.00			\$ 37.25
* Due 370-HIGH POINT COMMUNICATIONS\$119.55				\$0.00			\$ 119.55
* Due 3255-HOLT COMPANY OF TEXAS \$1394.88				\$0.00			\$ 1394.88
* Due 3270-HOWARD-MCANEAR EQUIPNE\$24133.33				\$0.00			\$ 24133.33
* Due 1000-IKON OFFICE SOLUTIONS \$131.42				\$0.00			\$ 131.42
* Due 3210-INDIGENT HEALTHCARE SOLU\$945.00				\$0.00			\$ 945.00
* Due 3103-INTERSTATE ALL BATTERY C\$348.30				\$0.00			\$ 348.30
* Due 930-J & L GEO SYSTEMS \$167.50				\$0.00			\$ 167.50
* Due 1973-J & P SALES INC \$27.30				\$0.00			\$ 27.30
* Due 2003-JAN MAXEY \$368.11				\$0.00			\$ 368.11
* Due 2520-JOHN F. NIELSEN, N.D. \$130.00				\$0.00			\$ 130.00
* Due 516-KAREN S. CLARK CSR \$3017.00				\$0.00			\$ 3017.00
* Due 2732-KELLPRO \$290.00				\$0.00			\$ 290.00

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THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 5-KEN TURNER PHARMACY	\$1424.47			\$0.00			\$ 1424.47
* Due 217-KILGORE COLLEGE	\$10.00			\$0.00			\$ 10.00
* Due 84-KIRBY RESTAURANT SUPPLY	\$120.65			\$0.00			\$ 120.65
* Due 519-KSA ENGINEERS INC.	\$1063.24			\$0.00			\$ 1063.24
* Due 241-KYLE ANIMAL CLINIC	\$106.00			\$0.00			\$ 106.00
* Due 181-LAGRONE AIR CONDITIONING	\$100.00	C		\$0.00			\$ 100.00
* Due 405-LARRY FIELDS	\$250.00			\$0.00			\$ 250.00
* Due 3111-LEXISNEXIS MATTHEW BENDES	\$146.00			\$0.00			\$ 146.00
* Due 1244-LINDA ETHEREDGE	\$2.84			\$0.00			\$ 2.84
* Due 1066-LINDA POPE	\$25.50			\$0.00			\$ 25.50
* Due 3321-LUBENASTER CONSTRUCTION	\$170.66			\$0.00			\$ 170.66
* Due 1240-N. G. CLEANERS	\$724.40			\$0.00			\$ 724.40
* Due 500-MARGARET CALDWELL	\$723.22			\$0.00			\$ 723.22

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 430-MCOWELL PRINTING	\$29.00			\$0.00			\$ 29.00
* Due 425-NORRIS SANFORD JR.	\$1200.00			\$0.00			\$ 1200.00
* Due 1464-NATIONAL PUBLIC SAFETY I\$109.00 N E				\$0.00			\$ 109.00
* Due 865-NORTH EAST TEXAS ECONOMIC\$220.00 E I CT IN\$				\$0.00			\$ 220.00
* Due 2889-NVO INFORMATION SYSTEMS \$299.00				\$0.00			\$ 299.00
* Due 3030-O'REILLY AUTO PARTS \$44.98				\$0.00			\$ 44.98
* Due 1606-DEC CORPORATION \$200.54				\$0.00			\$ 200.54
* Due 3202-OLNSTED-KIRK PAPER CONPA\$733.40				\$0.00			\$ 733.40
* Due 3316-PAN WORTHINGTON \$450.00				\$0.00			\$ 450.00
* Due 512-PANOLA COUNTY GENERAL FUN\$311.70				\$0.00			\$ 311.70
* Due 771-PANOLA COUNTY ROAD & BRIDGE\$7.65				\$0.00			\$ 7.65
* Due 3317-PANOLA COUNTY VIT INTER\$4437.92				\$0.00			\$ 4437.92
* Due 737-PANOLA POST/WATCHMAN \$580.20				\$0.00			\$ 580.20

Panola County
THE SOFTWARE GROUP, INC.

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	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 677-PAYROLL TAXES & BENEFIT	\$554038.26			\$0.00			\$ 554038.26
* Due 2471-PETTY'S LAWN SPRINKLERS	\$89.50			\$0.00			\$ 89.50
* Due 69-PITNEY BOWES	\$111.66			\$0.00			\$ 111.66
* Due 3062-QUALITY FOODS INC	\$6166.63			\$0.00			\$ 6166.63
* Due 412-QUILL CORPORATION	\$100.24			\$0.00			\$ 100.24
* Due 41-RAYMOND C. SCHIEFFER CPA	\$375.00			\$0.00			\$ 375.00
* Due 20-RED MAN SUPPLY	\$98.65			\$0.00			\$ 98.65
* Due 63-RELIANT ENERGY(ENTEX)	\$314.62			\$0.00			\$ 314.62
* Due 1024-RESERVE ACCOUNT	\$10000.00			\$0.00			\$ 10000.00
* Due 2767-ROBERT G. CALLAHAN, M.D.	\$880.00			\$0.00			\$ 880.00
* Due 904-ROBERT SHERMAN	\$300.00			\$0.00			\$ 300.00
* Due 185-ROBERT UNDERWOOD	\$525.00			\$0.00			\$ 525.00
* Due 3320-RONALD ENDSLEY	\$17.12			\$0.00			\$ 17.12
* Due 9-ROSS CITGO	\$396.52			\$0.00			\$ 396.52

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 08/12/02

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 189-SBC SOUTHWESTERN BELL TELE	\$30.32			\$0.00			\$ 30.32
* Due 198-SHENANDOAH LIFE INSURANCE	\$923.63			\$0.00			\$ 923.63
* Due 576-SHERRY JONES	\$6.00			\$0.00			\$ 6.00
* Due 1838-SOLID ROCK WHOLESALERS	\$76.00			\$0.00			\$ 76.00
* Due 2711-STEPHEN C. NANAFFEY	\$750.00			\$0.00			\$ 750.00
* Due 3219-STUDIO 23	\$54.00			\$0.00			\$ 54.00
* Due 2959-SUZZANE W. BLAKE MD	\$140.00			\$0.00			\$ 140.00
* Due 3324-SYDCOR COMMUNICATIONS	\$100.00			\$0.00			\$ 100.00
* Due 29-TED'S SAW SHOP	\$266.70			\$0.00			\$ 266.70
* Due 795-TERMINIX	\$60.57			\$0.00			\$ 60.57
* Due 1938-TERRI HUDSON	\$5369.25			\$0.00			\$ 5369.25
* Due 2960-TERRY W. BLAKE PA-C	\$925.00			\$0.00			\$ 925.00
* Due 130-TEXACO REFINING AND MARKET	\$26.09			\$0.00			\$ 26.09

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 404-TEXAS DISTRICT & COUNTY	A\$250.00	C ON	\$0.00		\$ 250.00
* Due 3009-TEXAS PARKS & WILDLIFE	\$804.10		\$0.00		\$ 804.10
* Due 3082-TEXAS PARKS & WILDLIFE	\$256.70		\$0.00		\$ 256.70
* Due 2500-TEXAS WILDLIFE DAMAGE	\$1800.00		\$0.00		\$ 1800.00
* Due 2060-THE NETT.COM	\$19.95		\$0.00		\$ 19.95
* Due 231-THE PATTERSON INSURANCE	A\$71.00		\$0.00		\$ 71.00
* Due 161-THE SOFTWARE GROUP	\$366.24		\$0.00		\$ 366.24
* Due 33-THYSSENKRUPP ELEVATOR	\$135.00		\$0.00		\$ 135.00
* Due 3314-TIMOTHY J. ANDERSON	\$45.00		\$0.00		\$ 45.00
* Due 1-TOLEDO AUTOMOTIVE	\$1567.01		\$0.00		\$ 1567.01
* Due 854-TRACY ANDERSON	\$254.78		\$0.00		\$ 254.78
* Due 1715-TRANSCOR AMERICA INC	\$630.34		\$0.00		\$ 630.34
* Due 123-TYSON FOODS, INC.	\$72.00		\$0.00		\$ 72.00

Panola County
THE SOFTWARE GROUP, INC.

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1896-UNIFIRST	\$1231.18			\$0.00			\$ 1231.18
* Due 253-UNIVERSAL TIME EQUIPMENT	\$1297.84			\$0.00			\$ 1297.84
* Due 1650-USPS DISBURSING OFFICER	\$230.00			\$0.00			\$ 230.00
* Due 91-VIKING OFFICE PRODUCTS	\$204.88			\$0.00			\$ 204.88
* Due 2971-WALMART COMMUNITY BRC	\$1482.17			\$0.00			\$ 1482.17
* Due 2496-WENDI NATIONS	\$201.43			\$0.00			\$ 201.43
* Due 2533-WEST GROUP	\$579.00			\$0.00			\$ 579.00
* Due 1834-WHITAKER PLUMBING	\$89.72			\$0.00			\$ 89.72
* Due 149-WHOLESALE SUPPLY INC	\$265.00			\$0.00			\$ 265.00
* Due 64-XEROX CORPORATION	\$997.99			\$0.00			\$ 997.99
Totals	\$811043.33			\$0.00			\$ 811043.33

477 records listed.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The County of Panola will hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 8.40 percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The public hearing will be held on August 22, 2002 at 9:00 o'clock a.m at the Commissioners' Courtroom, Courthouse, Carthage, Texas.

FOR the proposal: John Cordray, Ronnie LaGrone, Doug Cotton, Hermon E. Reed, Jr. and Jimmy E. Davis
AGAINST the proposal: None
PRESENT and not voting: None
ABSENT: None

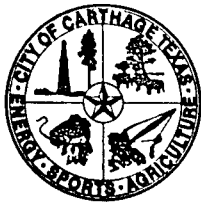
The following table compares taxes on an average home in this taxing unit last year to taxes proposed on the average home this year. Again, your individual taxes may be higher or lower, depending on the taxable value of your property.

	Last Year	This Year
Average residence homestead value	\$ 45,216	\$ 46,852
General exemptions available (amount available on the average homestead, not including senior citizen's or disabled person's exemptions)	\$ 9,043	\$ 9,370
Average taxable value	\$ 36,173	\$ 37,482
Tax rate	.3249/\$100	.3677/\$100 (proposed)
Tax	\$ 117.53	\$ 137.82 (proposed)

Under this proposal, taxes on the average homestead would increase by \$20.29 or 17.26 percent compared with last year's taxes. Comparing tax rates without adjusting for changes in property value, the tax rate would increase by \$.0428¢ per \$100 of taxable value or 13.17 percent compared to last year's tax rate. These tax rate figures are not adjusted for changes in the taxable value of property.

Criminal Justice Mandate

The Panola County Auditor certifies that Panola County has spent \$166,410.55 in the previous 12 months beginning January 1, 2001, for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Panola County Sheriff has provided information on these costs, minus the state revenues received for reimbursement of such costs.



CITY OF CARTHAGE

P.O. Box 400 • Carthage, Texas 75633
Phone (903) 693-3868
Fax (903) 693-3882

Mayor
CARSON C. JOINES

Mayor Pro Tem
LYNN VINCENT

City Commissioners
LIN JOFFRION, Place 1
JOHN W. COOKE, Place 2
IDA BECK, Place 3

City Secretary
JOYCE WHITEHEAD

City Manager
CHARLES THOMAS

VOL
40 PAGE 273

August 6, 2002

John Cordray
County Judge
Panola County Courthouse
Carthage, Texas 75633

Ref: Courthouse Expansion

City of Carthage requests easement in reference to plans for 6" main to be installed on county property. The County is to be responsible for testing and upkeep of backflow device installed in 6" main.

Respectfully

David Thompson
City Inspection

Pledge Agreement

To: **Federal Reserve Bank of Boston**
 PO Box 2076
 02106-2076 Boston MA

Date AUGUST 12, 2002

Attn: Joint Custody

We, the PANOLA COUNTY TEXAS agree to the terms of Appendix C of your Operating Circular 7, dated August 27, 2001, as it may be amended from time to time with respect to the account on your books designated K2MJ (account number)

We further agree that you may accept securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please circle one):

- with prior approval without prior approval

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See Operating Circular 7, Appendix C, Section 4.3.)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please circle one):

- three-party call-back four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

<u>GLORIA PORTMAN</u> 903-693-0325 (Print name) (Telephone)	<u>CERTIFIED COUNTY TREASURER</u> (Title)	<u><i>Gloria Portman</i></u> (Signature)	<u>8-12-02</u> (Date)
<u>SIDNEY BURNS</u> 903-693-0320 (Print name) (Telephone)	<u>COUNTY AUDITOR</u> (Title)	<u><i>Sidney Burns</i></u> (Signature)	<u>8-12-02</u> (Date)
<u>JONI REED</u> 903-693-0325 (Print name) (Telephone)	<u>COUNTY TREASURER'S SECRETARY/ASSISTANT</u> (Title)	<u><i>Joni Reed</i></u> (Signature)	<u>8-12-02</u> (Date)
<u>STEPHANIE PRICE</u> 903-693-0320 (Print name) (Telephone)	<u>ASSISTANT COUNTY AUDITOR</u> (Title)	<u><i>Stephanie Price</i></u> (Signature)	<u>8-19-02</u> (Date)
<u>MICKEY DORMAN</u> 903-693-0302 (Print name) (Telephone)	<u>CHIEF DEPUTY/ COUNTY CLERK</u> (Title)	<u><i>Mickey Dorman</i></u> (Signature)	<u>8-12-02</u> (Date)

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

PANOLA COUNTY TEXAS

Name of governmental unit

110 S. SYCAMORE STREET

Street Address or P.O Box Number

CARTHAGE, TEXAS 75633

City, State, Zip Code

John Cordray 8-12-02
Official Signature Date

JOHN CORDRAY, COUNTY JUDGE

Printed Name and Title

State of Texas

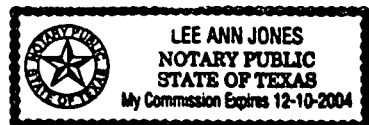
County of Panola

On this 12th day of August, 2004 before me personally appeared

John Cordray, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at 1004 Texas, in the City of Carthage, in the State of Texas, that he/she is the County Judge [Title] of Panola County and that he/she executed this document on behalf of Panola County before me.

Lee Ann Jones
(Signature of Notary)

Lee Ann Jones
(Print name of Notary)



My commission expires on 12-10-2004 [Date]

Appendix C

CUSTODY AGREEMENT FOR BOOK-ENTRY SECURITIES

This Appendix sets forth the terms under which this Bank holds Book-Entry Securities in custody for the benefit of a state or local government or unit thereof to which the securities have been pledged. Unless otherwise agreed in writing between this Bank and a Pledgee, this Appendix applies only to Book-Entry Securities pledged for the purposes specified in Paragraphs 4.3.2(a)(ii) of this Operating Circular ("Circular"). This Appendix constitutes an agreement, as described in the Applicable Regulations, regarding the security interest of a non-Participant in Book-Entry Securities held by a Participant on the books of this Bank. Each Reserve Bank has issued an Appendix C to Circular No. 7 identical to this one.

1.0 DEFINITIONS

In addition to the terms defined in the Circular, the terms defined in this Paragraph have the following meanings when used in this Appendix.

- (a) **Applicable Regulations** means the regulations of issuers of Book-Entry Securities listed in Appendix A to this Circular.
- (b) **Collateral Transaction** means the pledge of Book-Entry Securities by a Pledgor to a Pledgee; the release of Pledged Securities to a Pledgor; or the substitution of the same par value amount of new Pledged Securities for existing Pledged Securities that are released to the Pledgor.
- (c) **Pledged Security** means a Book-Entry Security that is held in a Restricted Securities Account.
- (d) **Pledgee** means the state or local government or unit thereof, to which Book-Entry Securities have been pledged.
- (e) **Pledgor** means the Participant that has pledged the Book-Entry Securities.

2.0 GOVERNING LAW

- 2.1 The Bank provides custodial services in accordance with Paragraph 4.3.2(a)(ii) of the Circular and this Appendix. The Bank's rights and obligations in providing custodial services pursuant to this Appendix are governed solely by the Circular, this Appendix, and the Applicable Regulations.
- 2.2 Pledgor and Pledgee warrant that a pledge of Book-Entry Securities marked on the books of the Bank under the provisions of this Appendix is in accordance with applicable law. If any provision of any bond, security or pledge agreement between Pledgor and Pledgee, or any subsequent waiver, modification or amendment of such agreement, imposes any duties on this Bank that are inconsistent with the provisions of this Appendix, the provisions of this Appendix govern. Provisions of state law that are inconsistent with, or in addition to, the provisions of this Appendix are not binding on this Bank unless otherwise agreed in writing.
- 2.3 Under the Applicable Regulations, the security interest of a Pledgee is perfected by this Bank's marking the security interest on its books, and the security interest has priority over any other interest in the Pledged Securities, other than a security interest of the United States.

3.0 ESTABLISHMENT OF RESTRICTED SECURITIES ACCOUNT

- 3.1 This Bank will establish a Restricted Securities Account for the benefit of a Pledgee once the Pledgee has agreed to the terms of this Appendix and has provided such other information as may be required by the Bank. Existing Pledgees may be required to execute a new agreement with the Bank but, in the absence of such new agreement, are deemed to have agreed to the provisions of this Appendix by continuing to hold Pledged Securities with the Bank. Forms for this purpose are available from the Bank.
- 3.2 By initiating a Collateral Transaction, a Pledgor agrees to all the provisions of this Appendix, as amended from time to time.

4.0 COLLATERAL TRANSACTIONS

- 4.1 A Collateral Transaction is initiated by the Pledgor and, except for the pledge of new Pledged Securities, requires the prior approval of the Pledgee or its authorized representative. Collateral Transaction requests and Pledgee authorizations are subject to verification procedures the Bank specifies from time to time.
- 4.2 If a Pledged Security is unacceptable as collateral to a Pledgee, the Pledged Security will not be released to the Pledgor without the authorization of the Pledgee. The Bank assumes no responsibility to determine if a Pledged Security is acceptable to the Pledgee.
- 4.3 A Pledgee may provide the Bank with written standing instructions to permit substitutions of like par value amounts of Pledged Securities without the consent of the Pledgee. A substitution transaction involving a lesser par value amount of Pledged Securities requires Pledgee authorization for the release of Pledged Securities. In the case of a substitution involving a pay-down Book-Entry Security, par value refers to the outstanding book value of the securities at the time of a substitution transaction.
- 4.4 The Bank issues a confirmation to the Pledgee and the Pledgor for each Collateral Transaction. The confirmation is conclusive evidence of the Collateral Transaction reflected therein.

5.0 INTEREST PAYMENTS AND OTHER PROCEEDS

- 5.1 Pursuant to Paragraph 9.2 of the Circular, the Bank credits payments of interest on the Pledged Securities to the Pledgor until the Bank receives (i) a written certification from the Pledgee or its authorized representative that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and (ii) written instructions directing the Bank to hold the interest payments. The Bank holds the interest payments in a non-interest-bearing account until collected in accordance with Paragraph 6 of this Appendix.
- 5.2 The Bank holds proceeds of Pledged Securities (other than interest payments) in a non-interest-bearing account, pursuant to Paragraph 4.3.3 of the Circular, until:
- (a) Pledged Securities are deposited in substitution for the proceeds or the proceeds are released in accordance with Paragraph 4 of this Appendix; or
 - (b) the proceeds are collected in accordance with Paragraph 6 of this Appendix.

6.0 COLLECTION OF PLEDGED SECURITIES AND PROCEEDS

- 6.1 If the Pledgee or its authorized representative certifies in writing to the Bank that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and certifies that the Pledgee has satisfied any notice or other requirement to which the Pledgee is subject, the Pledgee may instruct the Bank in writing to transfer specific amounts and issues of Pledged Securities and, if applicable, specific amounts of interest payments or other proceeds of Pledged Securities not previously credited to the Pledgor or otherwise released, to designated accounts on the books of this Bank or another Reserve Bank.
- 6.2 Promptly after receiving such certifications and instructions, the Bank will make the transfer instructed by the Pledgee.
- 6.3 The Bank is not required to obtain the consent of the Pledgor for any such transfer and assumes no responsibility for determining the validity of a Pledgee's declaration of the Pledgor's default or of the underlying pledge or security agreement between the Pledgor and the Pledgee.

7.0 PROHIBITED ACTS

- 7.1 Notwithstanding any other provision of this Appendix or the Circular to the contrary, the Bank is not required to perform any act directed or required by the Pledgee if the Bank is prohibited from performing the act by law or by court order.

8.0 LIMITATIONS ON BANK'S LIABILITY AND DUTIES

- 8.1 The Bank is liable only for the actual direct loss sustained by a pledgee or pledgor proximately caused by the Reserve Bank's failure to exercise ordinary care or act in good faith in performing its duties under this Appendix. In no event shall the Reserve Bank be liable for consequential, indirect, incidental or special damages (including lost profits), however derived, and regardless of whether the Reserve Bank has been informed of the possibility thereof. Both the Pledgee and the Pledgor release and forever discharge the Bank from all other claims, demands, and liability of the Pledgee or the Pledgor, or both, in connection with the Bank's performance of its duties under this Appendix and indemnify the Bank for any claims of other parties, including costs of litigation and reasonable attorneys' fees, with respect to Pledged Securities held by the Bank.
- 8.2 In particular, but not exclusively, the Bank has no duty to:
 - (a) act as escrow agent or in any other capacity not expressly provided for in this Appendix;
 - (b) determine the validity of the pledge of securities by the Pledgor to the Pledgee, including whether any required bond, pledge, or security agreement has been executed;
 - (c) monitor the value of a Pledged Security, or the declining book value of a pay-down Pledged Security subsequent to its pledge, or ensure that the type, amount, or value of a Pledged Security is that which is required under state or local law;
 - (d) verify ownership, validity, or legality of the Pledged Securities;
 - (e) pay assessments as provided under state or local law;
 - (f) give notice of maturity, call, exchange offer, or the like, affecting the Pledged Securities;

(g) carry insurance against loss of the Pledged Securities; or

(h) inquire into the existence or continuance of the powers or authority of a public official who is the Pledgee or is acting for the Pledgee or the successors in office to or any person represented to the Bank as authorized to act on behalf of the Pledgee. However, the Bank may require a certificate from the proper authority showing that the public official, or any person represented to the Bank as authorized to act on behalf of the Pledgee, is and continues to be so authorized.

9.0 DISPUTES

In the event of notice of a conflicting claim with respect to Pledged Securities, the Bank may hold the Pledged Securities, including interest and proceeds, pending settlement of the dispute either by agreement of the parties or by order of a court of competent jurisdiction.

10.0 TERMINATION OF AGREEMENT OR PLEDGE SECURITIES ACCOUNT

10.1 The Bank or the Pledgee may terminate this Agreement and close any Restricted Securities Account established under this Appendix by giving not less than 30 calendar days advance written notice of termination to the other party and to the Pledgor.

10.2 The Bank may release Pledged Securities held by the Bank to the Pledgor at the end of the 30 day period. However, if, within the 30 day period, the Bank (a) receives written instructions from the Pledgor to otherwise dispose of the Pledged Securities and (b) the Pledgee's separate written approval thereof, the Bank will dispose of the Pledged Securities in accordance with these instructions.

10.3 If, by reason of a merger or otherwise, a Pledgor's Book-Entry Securities account is transferred to another Reserve Bank, the Pledged Securities held by this Bank will be transferred to the other Reserve Bank, with 30 calendar days prior notice to affected Pledgees. If Pledged Securities are transferred to this Bank pursuant to this provision, this Bank will hold the Pledged Securities pursuant to the terms of this Appendix and the existing Pledgee Agreement with the transferor Reserve Bank but may require a new Pledgee agreement.

11.0 FEES

The Pledgor shall pay any fees for services provided under this Appendix, as announced by the Bank from time to time.

12.0 AMENDMENT

The Reserve Banks reserve the right to amend this Appendix at any time without prior notice.

BID FORM AND CONTRACT

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TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, 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 conditions of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to furnish these products to Panola County, Texas in accordance with the specifications at the following prices:

	Price Per Box 60 Bits	Price Per Pallet 2880 Bits
BIT (TYPE 1)	\$ <u>237.60</u> Box	\$ <u>11,404.80</u> Pallet
BIT (TYPE 2)	\$ <u>249.00</u> Box	\$ <u>11,952.00</u> Pallet

	Price Per Unit
HOLDER (TYPE 1)	\$ <u>6.08</u> Unit
HOLDER (TYPE 2)	\$ <u>6.36</u> Unit

EXCEPTIONS TO SPECIFICATIONS

1. Bomag style short one piece block 16.85 ea.
2. Bomag style long one piece block 25.38 ea.
3. _____
4. _____
5. _____
6. _____
7. _____

Date: 8/7/02

Firm: Conley Lott Nichols

By: M. R. ...

Address: 1571 W. Marshall Ave.
Longview, Texas 75604

Phone: 903 758 5547

ACCEPTED:

Date: 8-17-02

PANOLA COUNTY, TEXAS

By: [Signature]

1211 E. SABINE
CARTHAGE, TX 75633
(903) 693-3763
FAX: (903) 693-5368
E-mail: panolarb@sat.net



Panola County Road & Bridge Department

REPORT OF ROAD SUPERINTENDENT


JULY, 2002

August 5, 2002

1. No money has been taken into the road fund by the undersigned.
2. During the month the department received 7 calls for service with 6 requests completed. The remainder will be completed as time and weather permits.
3. A reclaimer and mixer leased by the County arrived and were placed into service on various county roads. It is now possible to reclaim roads in two Precincts at the same time.
4. Liles Trucking, Tatum, TX. was successful bidder for sand for the County. Five hundred yards were purchased to be used in the cold mix plant. Additionally, fly ash was purchased and distributed to the pits for use in base failures.
5. Road oil operations continued in the Twomey pit. The mixed oil dirt was transported to precinct pits to be used as patch material.
6. The majority of Panola County roads remain in good condition with precinct crews conducting maintenance, drainage, overlay and patching operations.
7. Nothing further to report.


John DePresca
Panola County Road and Bridge

Sworn and subscribed to this 5th day of August, 2002


Notary Public, State of Texas
My Commission expires 8-26-03



RECORDED _____ O' CLOCK _____ M. ON THE _____ DAY OF _____ 2002
SUE GRAFTON, COUNTY CLERK, P. C. T. 