

OCT 10 2002

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY M. L. Brea 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 14TH DAY OF OCTOBER, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:

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

PERSONNEL

- a. To record the resignation of Brandy Fountain, a seasonal employee at the Sammy Brown Library, effective September 20, 2002.
- b. To record an increase in salary for Lula Ware, full-time Housekeeper, from \$6.50 per hour to \$6.75 per hour effective October 15, 2002.
- c. To record an increase in salary for Rusty Evans, a Truck Driver with the Panola County Road and Bridge Department, from \$8.79 per hour to \$10.29 per hour effective October 14, 2002.

- d. To record an increase in salary for Michael Farmer, a Truck Driver with the Panola County Road and Bridge Department, from \$8.79 per hour to \$10.29 per hour effective October 14, 2002.
- e. To record an increase in salary for William Parker, a Truck Driver with the Panola County Road and Bridge Department, from \$8.79 per hour to \$10.29 per hour effective October 14, 2002.
- f. To approve and record the employment of Ken Hill as Panola County Assistant District Attorney effective October 17, 2002 at the rate of \$5,166.67 per month. Other terms are set out in letter of employment to be recorded with minutes of this meeting.

ROAD & BRIDGE

- a. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #4353.
- b. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #436.
- c. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #408 with a 2" line.
- d. To approve and record a request by Eastex Telephone Co-op to place a buried cable within the right-of-way of Panola County Road #3224.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of September, 2002.
- b. To approve and record 2002 Budget Amendment No. 5.
- c. To record Panola County Criminal District Attorney Hot Check Fee Fund Budget for Fiscal Year 2003.
- d. To record Panola County Criminal District Attorney State Forfeiture Fund Budget Fiscal Year 2003.
- e. To record Panola County Criminal District Attorney State Apportionment Funds Budget for Fiscal Year 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): County Clerk Sue Grafton; County Clerk Chief Deputy Mickey Dorman (2); and County Auditor Sidney Burns.

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 purchase of one (1) Dump Truck for use by the Panola County Road and Bridge Department. Bids may be awarded at a future meeting of the Court.
7. To proclaim the month of October, 2002 as "Domestic Violence Awareness Month" in Panola County, Texas.
8. To discuss and act upon approval of Resolution #2002-04 concerning Application for Formula Indigent Defense Grant Program.
9. To discuss and act upon approving a contract with East Texas Council of Governments (ETCOG) for Regional Juvenile Detention Program.
10. To discuss and act upon an addition to the Panola County Personnel Policy Manual with regards to Group Medical Insurance Continuation for Retirees and Surviving Spouses.
11. To receive, examine, and record the Panola County Road Superintendent's Monthly Report for September, 2002.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 10TH DAY OF OCTOBER, 2002 AT 9:30 O'CLOCK A.M.

Sue Grafton
SUE GRAFTON, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Martha R. Bee, 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 10TH DAY OF OCTOBER, 2002 AT 9:30 O'CLOCK A.M.

Sue Grafton
SUE GRAFTON, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Martha R. Bee, Deputy

NOV 12 2002

The State of Texas
County of Panola

SUE GRAFTON
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

On this the 14th day of October 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:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

Judge Cordray reported that the suit which has been threatened for some time has been filed against the Comptroller of Public Accounts of the State of Texas and the 64 counties within the state which collect a \$15.00 court cost fee to supplement the fund from which the County Court-at-Law Judge is paid. Entitled Marcie Caldwell vs. Carole Keeton Rylander et al., the suit impacts Panola County as one of the 64 counties which charges the fee. Judge Cordray has been served with papers, and Mr. Robert Underwood has already filed a denial on behalf of the County. The County Judges of Polk, Victoria and McLennan Counties have asked the other 61 counties to join them in retaining Allison, Bass & Associates to represent them in the matter. We have been given until October 21, 2002, to reply to this offer. The Texas Association of Counties will pay 50% of the legal fees incurred in defense of the fee collection up to a ceiling of \$25,000.00. The remainder of costs will be paid by the 64 counties involved with each county's portion being determined by its population. The Judge asked about the advisability of having a special meeting on Friday, October 18, to decide on joining with the counties using Allison, Bass & Associates. If the decision is made to join them, Mr. Underwood will still be handling work on it that must be done locally.

4. CONSENT ITEMS:

Judge Cordray announced that there needed to be a correction to the fee amounts published in the agenda on Personnel Item e. The corrections are noted below.

PERSONNEL

- a. To record the resignation of Brandy Fountain, a seasonal employee at the Sammy Brown Library, effective September 20, 2002.

- ✓ b. To record an increase in salary for Lula Ware, full-time Housekeeper, from \$6.50 per hour to \$6.75 per hour effective October 15, 2002.
- ✓ c. To record an increase in salary for Rusty Evans, a Truck Driver with the Panola County Road and Bridge Department, from \$8.79 per hour to \$10.29 per hour effective October 14, 2002.
- ✓ d. To record and increase in salary for Michael Farmer, a Truck Driver with the Panola County Road and Bridge Department, from \$8.79 per hour to \$10.29 per hour effective October 14, 2002.
- ✓ e. To record an increase in salary for William Parker, a Truck Driver with the Panola County Road and Bridge Department, from \$8.53 per hour to \$8.79 per hour effective October 14, 2002.
- ✓ f. To approve and record the employment of Ken Hill as Panola County Assistant District Attorney effective October 17, 2002 at the rate of \$5,166.67 per month. Other terms are set out in the letter of employment to be recorded with the minutes of this meeting.

ROAD & BRIDGE

- ✓ a. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #4353.
- ✓ b. To approve and record a request by Valor Telecom to place a buried cable within the right-of-way of Panola County Road #436.
- ✓ c. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #408 with a 2" line.
- ✓ d. To approve and record a request by Eastex Telephone Co-op to place a buried cable within the right-of-way of Panola County Road #3224.

MISCELLANEOUS

- ✓ a. To approve minutes of Commissioners' Court meetings held during the month of September, 2002.
- ✓ b. To approve and record 2002 Budget Amendment No. 5.
- ✓ c. To record Panola County Criminal District Attorney Hot Check Fee Fund Budget for Fiscal Year 2003.
- ✓ d. To record Panola County Criminal District Attorney State Forfeiture Fund Budget for Fiscal Year 2003.
- ✓ e. To record Panola County Criminal District Attorney State Apportionment Funds Budget for Fiscal Year 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): County Clerk Sue Grafton; County Clerk Chief Deputy Mickey Dorman(2); and County Auditor Sidney Burns.

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

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

- ✓ 5. Commissioner Davis moved and Commissioner Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- ✓ 6. Sealed bids were opened for the purchase of one (1) Dump Truck for use by the Panola County Road and Bridge Department. Bids were received from Pegues-Hurst Motor Co. of Longview and Twin State Trucks, Inc. Road Superintendent John DePresca and R&B Mechanic James Shires evaluated them during the remainder of the meeting. SEE COPY OF BIDS ATTACHED.
- ✓ 7. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to proclaim the month of October, 2002 as "Domestic Violence Awareness Month" in Panola County, Texas. The motion passed unanimously. SEE COPY OF PROCLAMATION ATTACHED.
- ✓ 8. After some discussion Commissioner Cotton moved and Commissioner LaGrone seconded the motion to approve Resolution #2002-04 concerning the Application for Formula Indigent Defense Grant Program. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 9. After some discussion Commissioner Davis moved and Commissioner Reed seconded the motion to approve a contract with East Texas Council of Governments (ETCOG) for a Regional Juvenile Detention Program. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
- ✓ 10. After some discussion Commissioner LaGrone moved and Commissioner Cotton seconded the motion to add information to the Panola County Personnel Policy Manual with regards to Group Medical Insurance Continuation for Retirees and Surviving Spouses. The motion passed unanimously. SEE ADDITION ATTACHED.
- 11. Commissioner Cotton moved and Commissioner Reed seconded the motion to receive, examine and record the Panola County Road Superintendent's Monthly Report for September, 2002. The motion passed unanimously. SEE COPY OF REPORT ATTACHED.
- 6. Commissioner LaGrone moved and Commissioner Davis seconded the motion to accept the lowest dollar bid of \$39,307.50 from Pegues-Hurst Motor Co. of Longview as recommended by Road Superintendent John DePresca. The motion passed unanimously. SEE COPY OF BID ATTACHED UNDER ITEM 6.

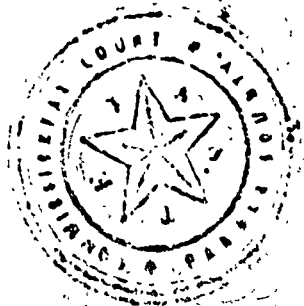
The meeting was then adjourned.

Dated this the 14th day of October, 2002.


John Cordray, County Judge, Panola County, Texas

ATTEST:


Sue Grafton, County Clerk, Panola County, Texas



14 Oct 2002 9am

Dale Larson
Lynn Spring
Duff Anderson
John de
Ben Mc Miller
Tabitha Tucker
Thomas G. Johnson, Jr

CONSENT

ITEMS

Sammy Brown Library

Operated by Carthage Service League

522 W. College
Carthage, Texas 75633

September 20, 2002

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

Dear Sirs,

I'm writing to inform you that Brandy Fountain has resigned her position at The Sammy Brown Library to take a full-time position elsewhere. She has worked hard for the library over the past few months and we hate to see her leaving. We wish her well on her future endeavors and would consider her for rehire in the future. Her official last day of employment will be Friday September 20, 2002.

Thank you for your continued support.

Sincerely,



Leah Adams
Library Director

cc: Sidney Burns
Gloria Portman

FRED HIGHTOWER

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Courthouse Maintenance
110 S. Sycamore
Carthage, TX 75633

October 2, 2002

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

To record an increase in salary for Lula Ware, full-time Housekeeper effective October 15, 2002 at the rate of \$6.75 per hour.

Sincerely,



Fred Hightower
Maintenance Superintendent

cc: Gloria Portman
Sidney Burns

PERSONNEL CHANGE REQUEST

Name: RUSTY EVANS

Department: R & B

Position: TRUCK DRIVER

New Position
(if applicable): _____

Current wage or salary \$ 8. ⁷⁹/₁₂

New wage or salary \$ 10. ²⁹/₁₂

Effective date of change 10/14/02



Elected Official/Department Head
Signature

10/8/02
Date Signed

PERSONNEL CHANGE REQUEST

Name: MICHAEL FARMER

Department: R & B

Position: TRUCK DRIVER

New Position
(if applicable): _____

Current wage or salary \$ 8. $\frac{78}{XX}$

New wage or salary \$ 10. $\frac{29}{XX}$

Effective date of change 10/14/02

John P. ...
Elected Official/Department Head
Signature

10/8/02
Date Signed

PERSONNEL CHANGE REQUEST

Name: WILLIAM PARKER

Department: R & B

Position: TRUCK DRIVER

New Position
(if applicable): _____

Current wage or salary \$ 8. $\frac{53}{XX}$

New wage or salary \$ 8. $\frac{79}{XX}$

Effective date of change 10/14/02

John P. ...
Elected Official/Department Head
Signature

10/8/02
Date Signed

KEVIN JONES
Court Coordinator



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

DANNY BUCK DAVIDSON
Criminal District Attorney

October 9, 2002

Panola County Commissioner's Court
Panola County Courthouse
Carthage, Texas 75633

RE: Employment of Assistant District Attorney

Gentlemen:

Please accept this letter as my announcement, with your approval of the employment of Ken Hill as Panola County Assistant District Attorney will be effective October 17, 2002 at the monthly rate of \$5,166.67. This salary amount includes the additional longevity pay as required by current state law. Mr. Hill will be part-time from October 17, 2002 thru December 31, 2002 and will be paid a percentage of the monthly salary based on the number of hours worked in each 40 hour week. Mr. Hill will assume full-time duties as Panola County Assistance District Attorney on January 1, 2003. The salary amount exceeding the general fund budgeted amount will be paid from the District Attorney Hot Check Fund. The fees collected in this fund are based on the collection of worthless checks.

Please advise if you have any questions in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Danny Buck Davidson".

cc: Sidney Burns
Panola County Auditor

Gloria Portman
Panola County Treasurer

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 4353 in Panola County, Texas, construction will begin on or around 10/01/02 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 6 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.

Doyle Allen
Engineer

07/23/02 WORK ORDER 3C1H2KK 6290
Date

Valor Telecom
P O Box 308
Fairfield, Texas 75840

Contact Telephone Number: (903) 389-7864

APPROVAL

October 14, 2002

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

RE: CR #4353

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

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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 436 in Panola County, Texas, construction will begin on or around 10/07/02 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.

Deyle Allen
Engineer

09/23/02 WORK ORDER 3C1H2JO 6290
Date

Valor Telecom
P O Box 308
Fairfield, Texas 75840

Contact Telephone Number: (903) 389-7864

APPROVAL

October 14, 2002

VOL
40 PAGE 483

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

RE: CR #436

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
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Anadarko E&P Company LP Proposes to place a
(COMPANY NAME)

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

of County Road: 408 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by ~~digging~~ trenching total length of line in Panola County is 80'

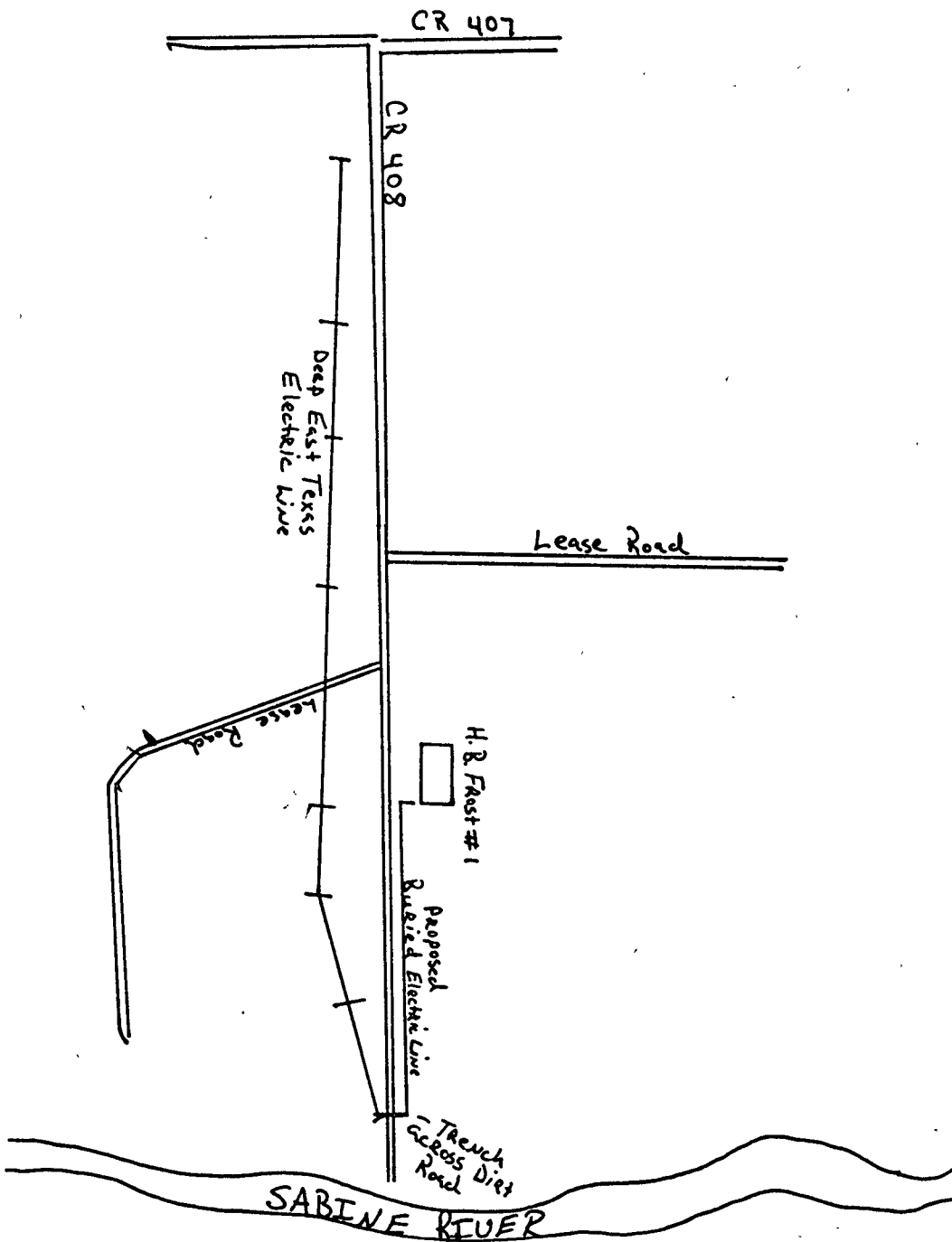
The location and description of the proposed line and appurtenances is more fully shown by the copies of the drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the 1st day of October 2002.

FIRM: Anadarko E&P Company LP
BY: Fay Hodge
TITLE: Contract Landman
ADDRESS: 1749 U.S. Hwy 79 S.
Carthage Tx 75633
PHONE: (903) 291-4206

H.B. Frost #1 Electric Line

The trench will be 36" in depth and will cross the section of C.R. 408 that is located approximately 1/4 mile west of the Sabine River as illustrated in the drawing below.



APPROVAL

October 14, 2002

TO: Anadarko E&P Company, LP
1749 U. S. Hwy. 79 S
Carthage, Texas 75633

RE: CR #408

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 2" 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:

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

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

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

NOTICE OF PROPOSED INSTALLATION
PIPE AND/OR UTILITY LINES

DATE 10-02-02

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
(COMPANY NAME) proposes to place a

Buried Cable line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 3224 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 1,600'.

From the intersection of CR 322 and CR 3224. Go west on CR 3224 for 3,080' feet to where construction will begin. Installing cable on north side going west on CR 3224 for approx. 940' then cross over to other side of road and continue going west for approx. 500' feet then cross back to north side and continue west for approx. 110' feet.

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

2nd day of Oct., 2002.

FIRM: Eastex Telephone Co-op

BY: Larry Noswick

TITLE: Staking Representative

ADDRESS: P.O. Box 1691

Waskom, Texas 75692

PHONE: (903) 687-3600

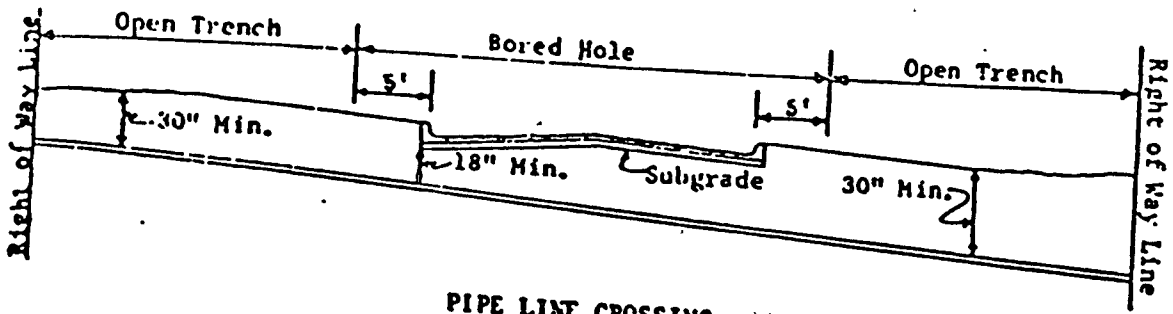
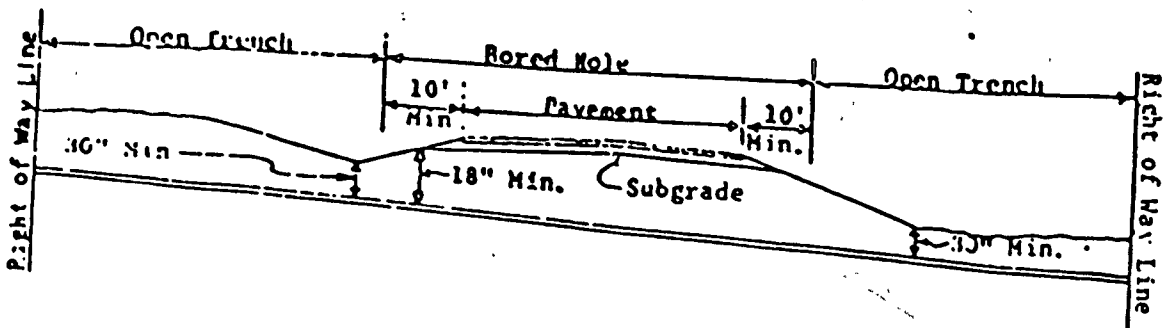
SPECIAL SPECIFICATIONS
FOR PIPE LINES CROSSING IN BORED HOLES
AND PLACED PARALLEL TO COUNTY ROADS

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

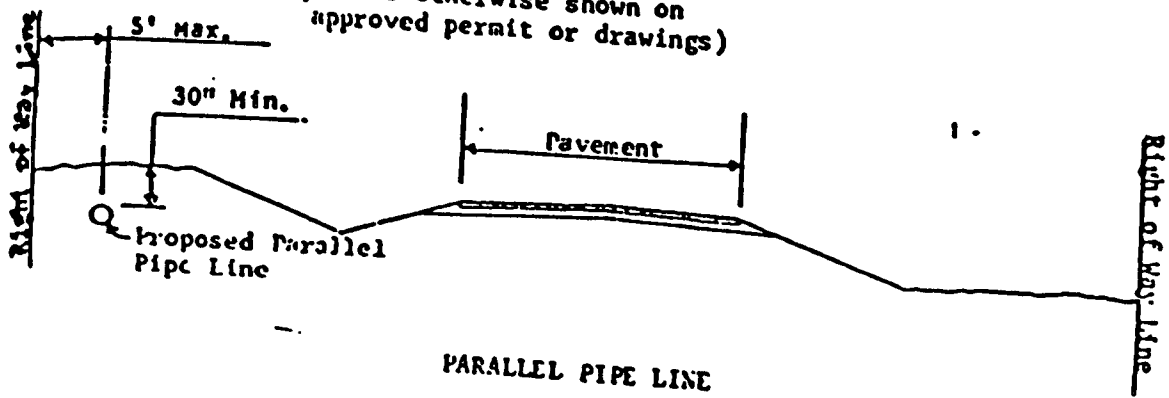
be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or graveled public access driveways may be made as specified 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

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

APPROVAL

October 14, 2002

TO: Eastex Telephone Co-op
P. O. Box 1691
Waskom, Texas 75692

RE: CR #3224

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.

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
Budget Amendment
2002 # 5

© WILSON JONES

G7504 ColumnWrite ©

		1	2	3	4
GENERAL FUND					
1	Additional Revenue				
2	Cash Balance Beginning of Year	135522-			
3	State Library Grant	2819-			
4	Total			138341-	
5	Additional & Revised Expenditures				
6	Miscellaneous & Non-Departmental				
7	Professional Services	14000-	Attorney Fees & GASB Compliance		
8	Miscellaneous	(5478-)	Reduction		
9	Total			8522-	
10	Health & Paupers Care				
11	Medical	8000	Heart Defibrillators & Committee		
12	Attorney Fees - Juveniles	7000-			
13	Attorney Fees	23000-			
14	Total			38000-	
15	Airport				
16	Utilities	(2000-)	Reduction		
17	Professional Services	1900-			
18	Telephone	100-			
19	Total			0-	
20	County Clerk				
21	Office Supplies & Repairs	(400-)	Reduction		
22	Conferences & Dues	400-			
23	Total			0-	
24	County Auditor				
25	Professional & Computer Services	(400-)	Reduction		
26	Conferences & Dues	400-			
27	Total			0-	
28	District Clerk				
29	Office Supplies & Repairs	(400-)	Reduction		
30	Conferences & Dues	400-			
31	Total			0-	
32	District Court				
33	Capital Outlay - Furniture & Equip	(500-)	Reduction		
34	Office Supplies & Repairs	300-			
35	Communication - Telephone	200-			
36	Total			0-	
37	Corrections/Jail				
38	Medical	42000-			
39	Housing Prisoners Out of County	47000-			
40	Total			89000-	
41	Library				
42	Software & Supplies	2819-			
43	Total			2819-	

(Budget Amendment Continued Next Page)

Panola County
Budget Amendment
2002 #5

Prepared By	
Approved By	

© WILSON JONES 07804 ColumnWrite ©

	1	2	3	4
GENERAL FUND (continued)				
Constable Pct. # 1+4				
Conferences + Dues		(600-)	Reduction	
Miscellaneous		600-		
Total			-0-	
Constable Pct. # 2+3				
Conferences + Dues		(75-)	Reduction	
Miscellaneous		75-		
Total			-0-	
GRAND TOTAL GENERAL FUND AMENDMENT				138341-
ROAD + BRIDGE FUND				
Additional Revenue:				
Miscellaneous (Auction Sale)		20000-		
Total				<u>20000-</u>
Additional + Revised Expenditures				
Maintenance + Capital Outlay				
Capital Outlay - Equipment		20000-		
Repair and Maintenance Supplies		(20000-)	-Reduction	
Parts + Repairs		(20000-)	-Reduction	
Road Oil, Pre Mix + Gravel		40000-		
Total				<u>20000-</u>
RECORDS MANAGEMENT FUND				
Revised Expenditures:				
District Clerk				
Seasonal Help		8-		
Unemployment Insurance		(8-)	Reduction	
Total				<u>-0-</u>
AIRPORT FUND				
Additional Revenue				
Cash Balance - Beginning of Year		8000-		
Total				<u>8000-</u>
Additional Expenditures:				
Airport				
Fuel + Repairs		8000-		
Total				<u>8000-</u>
LAW LIBRARY FUND				
Additional Revenue				
Law Library Fees		1000-		
Total				<u>1000-</u>
Additional Expenses				
Law Library Books + Services		1000-		
Total				<u>1000-</u>

We hereby amend the Panola County Budget for the Fiscal Year 2002 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2002 Panola County Budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2002 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2002.

Signed on this 14 day of October, 2002.

[Signature]
County Judge

[Signature]
Commissioner Precinct # 1

[Signature]
Commissioner Precinct # 2

[Signature]
Commissioner Precinct # 3

[Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 14th day of October, 2002 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]
County Clerk



**PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY
HOT CHECK FEE FUND BUDGET
FISCAL YEAR 2003**

SOURCE OF REVENUES

Hot Check Fees	22,559
TOTAL	22,559

EXPENDITURES

Criminal District Attorney	
Assistant District Attorney	7,190
Secretaries	4,516
Social Security	896
Retirement	2,135
Workers Compensation	63
Unemployment	59
Professional Liability Insurance	6,000
Cellular Phone	1,200
Miscellaneous	500

TOTAL 22,559

I hereby approve the above described budget and ask the Commissioners Court to please record it at the next scheduled Commissioners Court Meeting.


DANNY BUCK DAVIDSON

10/8/02
DATE

**PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY
STATE FORFEITURE FUND BUDGET
FISCAL YEAR 2003**

SOURCE OF REVENUES

Cash Balance Beginning of Year	53,000	
Interest Earnings	449	
TOTAL		53,449

EXPENDITURES

Criminal District Attorney		
Court Coordinator, Law Enforcement		
Forfeiture Specialist, Investigator Salary	14,457	
Secretaries	9,513	
Social Security	4,470	
Group Medical	11,808	
Retirement	10,650	
Workers Compensation	340	
Unemployment	293	
Advertising & Publications	500	
Cellular Phone	1,200	
Miscellaneous	218	
TOTAL		53,449

I hereby approve the above described budget and ask the Commissioners Court to please record it at the next scheduled Commissioners Court Meeting.


DANNY/BUCK DAVIDSON 10/8/02
 DATE

**PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY
STATE APPORTIONMENT FUNDS BUDGET
FISCAL YEAR 2003**

SOURCE OF REVENUES

State Apportionment Funds	34,450
TOTAL	34,450

EXPENDITURES

Criminal District Attorney Secretaries	12,850
Court Coordinator, Law Enforcement Forfeiture Specialist, Investigator Salary	21,600
TOTAL	34,450

I hereby approve the above described budget and ask the
Commissioners Court to please record it at the next scheduled
Commissioners Court Meeting.


DANNY BUCK DAVIDSON

10/8/02
DATE

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
10-14-02
John Cordray
John Cordray
County Judge

NAME: Sue Grafton
POSITION: County Clerk
DEPARTMENT: County Clerk
DATE: 8 Oct 02

CONFERENCE: Clerk's Area Meeting
LOCATION: Tyler
DATES: 16 Oct 02 to _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? 1

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? 8 days

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 Attachment

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
10-14-02

John Cordray
John Cordray,
County Judge

NAME: Mickey Dorman

POSITION: Deputy

DEPARTMENT: County Clerk

DATE: 8 Oct 02

CONFERENCE: Clerk's Area Meeting

LOCATION: Tyler

DATES: 16 Oct 02 to _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

NA

How many days have you been away from your job this year for conferences, not counting this conference? 4

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 attachment

VOL 40 PAGE 503
PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
10-14-02
John Cordray
John Cordray,
County Judge

NAME: Mickey Dorman
POSITION: Deputy
DEPARTMENT: County Clerk
DATE: 8 Oct 02

CONFERENCE: Court Collections Workshop Training
LOCATION: Austin
DATES: 20 Nov 02 to 22 Nov 02

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 4

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.)

Judge Badley suggested this might be helpful to us in increasing our rate of collecting fines and court costs receivable. It could mean substantial amounts of additional funds for those departments that benefit from collections of these fees.

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED 10-14-02
John Cordray
John Cordray,
County Judge

NAME: Sidney Burns
POSITION: County Auditor
DEPARTMENT: County Auditor
DATE: 10-9-02

CONFERENCE: Annual Governmental GAAP Update
LOCATION: Nacogdoches, Texas
DATES: 11-7-02 to 11-7-02

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1/2 day

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

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

How much of your requirements have been met already, not counting this conference?
24.80 will receive additional hours for Oct. meeting. They have not determined how many available yet

How many days have you been away from your job this year for conferences, not counting this conference? 4

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

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)
This annual satellite videoconference provides latest updates on accounting and auditing for governmental entities

ACTION

VOL 40 PAGE 505

ITEMS

Panola County
11 Oct 2002
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

04:13:01pm

Open Invoices thru 10/14/02

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2681-A T & T OHAMA	\$716.79	_____	_____	\$0.00	_____	_____	\$ 716.79
* Due 223-A TO Z TIRE & BATTERY	\$2568.00	_____	_____	\$0.00	_____	_____	\$ 2568.00
* Due 605-ABC AUTO PARTS	\$298.55	_____	_____	\$0.00	_____	_____	\$ 298.55
* Due 1444-AMERICAN FIDELITY ASSURA	\$302.92	_____	_____	\$0.00	_____	_____	\$ 302.92
* Due 229-ANDERSON TRACTOR SALES	\$75.00	_____	_____	\$0.00	_____	_____	\$ 75.00
* Due 1762-ANDY FAVORS	\$9.46	_____	_____	\$0.00	_____	_____	\$ 9.46
* Due 1361-ANTI PEST CO INC	\$120.00	_____	_____	\$0.00	_____	_____	\$ 120.00
* Due 562-BAXTER SALES CO INC.	\$699.00	_____	_____	\$0.00	_____	_____	\$ 699.00
* Due 479-BELL SUPPLY COMPANY	\$21.44	_____	_____	\$0.00	_____	_____	\$ 21.44
* Due 524-BOBBY J. PHILLIPS	\$850.00	_____	_____	\$0.00	_____	_____	\$ 850.00
* Due 80-BRANLETT AUTO PARTS	\$35.00	_____	_____	\$0.00	_____	_____	\$ 35.00
* Due 319-BRYAN & BRYAN	\$76843.62	_____	_____	\$0.00	_____	_____	\$ 76843.62
* Due 6-CAIN HARDWARE AND LUMBER CO	\$460.63	_____	_____	\$0.00	_____	_____	\$ 460.63

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

11 Oct 2002

PAGE 2

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

* Due 3005-CANON FINANCIAL SERVICES	\$184.00		\$0.00		\$ 184.00
* Due 209-CAR-TEX TRAILER COMPAN, I	\$139.90		\$0.00		\$ 139.90
* Due 124-CARTHAGE AG & VET SUPPLY	\$22.45		\$0.00		\$ 22.45
* Due 8-CARTHAGE MACHINE AND WELDING	\$131.20		\$0.00		\$ 131.20
* Due 95-CARTHAGE OFFICE SUPPLY, I	\$1948.18		\$0.00		\$ 1948.18
* Due 158-CASSITY JONES HARDWARE	\$674.41		\$0.00		\$ 674.41
* Due 232-CENTRAL UNITED LIFE INSUR	\$617.16		\$0.00		\$ 617.16
* Due 442-CHARLES BAILEY	\$25.00		\$0.00		\$ 25.00
* Due 3325-CHARLES HCKNIGHT	\$120.00		\$0.00		\$ 120.00
* Due 42-CHEROKEE COUNTY	\$925.00		\$0.00		\$ 925.00
* Due 128-CHEVRON USA, INC.	\$144.27		\$0.00		\$ 144.27
* Due 1932-CHIEF SUPPLY INC	\$185.74		\$0.00		\$ 185.74
* Due 37-CITY OF CARTHAGE	\$23350.00		\$0.00		\$ 23350.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

11 Oct 2002

PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1972-CLASSEN-BUCK SEMINARS IN	\$167.00			\$0.00			\$ 167.00
* Due 1245-CLEANCARE INC	\$190.00			\$0.00			\$ 190.00
* Due 3021-CONSECO HEALTH INSURANC	\$1608.60			\$0.00			\$ 1608.60
* Due 195-COREY BANKHEAD	\$600.00			\$0.00			\$ 600.00
* Due 28-CRAIG MILAN ELECTRIC	\$899.87			\$0.00			\$ 899.87
* Due 3359-CRIME PREVENTION RESOURC	\$154.00			\$0.00			\$ 154.00
* Due 43-D & C CLEANING CONTRACTORS	\$570.00			\$0.00			\$ 570.00
* Due 775-DAVID BROOKS	\$100.00			\$0.00			\$ 100.00
* Due 528-DAVID GRAY	\$6.35			\$0.00			\$ 6.35
* Due 526-DAVID JETER	\$75.76			\$0.00			\$ 75.76
* Due 3240-DEBBIE'S BEST WATER STORE	\$18.00			\$0.00			\$ 18.00
* Due T.11546-DEBRA E. MOORE	\$98.00			\$0.00			\$ 98.00
* Due 1906-DECISIONONE CORPORATION	\$17.84			\$0.00			\$ 17.84
* Due 94-DIXIE PAPER CO.	\$72.00			\$0.00			\$ 72.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

11 Oct 2002
PAGE 4

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

* Due 201-DR.KEITH KEELING	\$500.00		\$0.00		\$ 500.00
* Due 2791-EARTHGRAINS BAKING COS I	\$315.15		\$0.00		\$ 315.15
* Due 909-EAST TEXAS WACK SALES INC	\$114.51		\$0.00		\$ 114.51
* Due 2964-ELLIOTT ELECTRIC SUPPLY	\$417.30		\$0.00		\$ 417.30
* Due 2070-ENER RESOURCE PA ETNC CA	\$690.00		\$0.00		\$ 690.00
* Due 2066-ETNC CARTHAGE	\$3343.05		\$0.00		\$ 3343.05
* Due 3026-ETOX	\$44.66		\$0.00		\$ 44.66
* Due 93-EXCEL FORD LINCOLN MERCURY	\$237.44		\$0.00		\$ 237.44
* Due 2047-EXXON/BECC-CSI	\$34.86		\$0.00		\$ 34.86
* Due 127-EXXONMOBIL	\$43.93		\$0.00		\$ 43.93
* Due 14-FIRMIN'S OFFICE CITY	\$499.77		\$0.00		\$ 499.77
* Due 1161-FLORENCE SINS	\$25.00		\$0.00		\$ 25.00
* Due 3195-GARY SINGLETON	\$90.00		\$0.00		\$ 90.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

11 Oct 2002

PAGE 5

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3244-GFOA	\$95.00			\$0.00			\$ 95.00
* Due 738-GOLDEN CORRAL FAMILY STEA	\$192.59			\$0.00			\$ 192.59
* Due 87-GOVERNMENT RECORDS SERVIC	\$5546.72			\$0.00			\$ 5546.72
* Due 2513-GRAPHIC DESIGNS INTERNAT	\$787.47			\$0.00			\$ 787.47
* Due 197-GREGG COUNTY JUVENILE PR	\$1550.00			\$0.00			\$ 1550.00
* Due 2850-HARRISON COUNTY JUVENTL	\$2662.75			\$0.00			\$ 2662.75
* Due 187-HART INTERCIVIC	\$3378.71			\$0.00			\$ 3378.71
* Due 285-HAYES-MILLER ROOFING INC	\$407.90			\$0.00			\$ 407.90
* Due 370-HIGH POINT COMMUNICATIONS	\$100.59			\$0.00			\$ 100.59
* Due 3255-HOLT COMPANY OF TEXAS	\$1795.39			\$0.00			\$ 1795.39
* Due 1000-IKON OFFICE SOLUTIONS	\$131.42			\$0.00			\$ 131.42
* Due 1605-INDUSTRIAL OILS UNLIMIT	\$1282.08			\$0.00			\$ 1282.08
* Due 2866-IOS CAPITAL	\$233.00			\$0.00			\$ 233.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

11 Oct 2002
PAGE 6

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 2006-JAMES KEITH KNIGHT	\$25.00		\$0.00		\$ 25.00
<hr/>					
* Due 1883-JAMES PUBLISHING INC	\$86.94		\$0.00		\$ 86.94
<hr/>					
* Due 2003-JAN MAXEY	\$325.20		\$0.00		\$ 325.20
<hr/>					
* Due 2520-JOHN F. NIELSEN, N.D.	\$130.00		\$0.00		\$ 130.00
<hr/>					
* Due 1020-JONI REED	\$40.97		\$0.00		\$ 40.97
<hr/>					
* Due 1200-KEITH KEELING N.D.	\$120.00		\$0.00		\$ 120.00
<hr/>					
* Due 400-KELLY-MOORE PAINT COMPANY	\$152.37		\$0.00		\$ 152.37
<hr/>					
* Due 5-KEN TURNER PHARMACY	\$2129.04		\$0.00		\$ 2129.04
<hr/>					
* Due 818-KENNETH EDGON	\$3.62		\$0.00		\$ 3.62
<hr/>					
* Due 84-KIRBY RESTAURANT SUPPLY	\$85.55		\$0.00		\$ 85.55
<hr/>					
* Due 3074-L.C. & J. CLAYTON LAGRONE	\$25.00		\$0.00		\$ 25.00
<hr/>					
* Due 181-LAGRONE AIR CONDITIONING	\$160.00	C	\$0.00		\$ 160.00
<hr/>					
* Due 405-LARRY FIELDS	\$2850.00		\$0.00		\$ 2850.00
<hr/>					
* Due 3196-LAVENIA MOORE	\$60.00		\$0.00		\$ 60.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

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	Gross Amount.	Req. Req.	Discount Req.	Req.	Net Amt.....
* Due 443-LINNER PERKINS	\$696.50	_____	\$0.00	_____	\$ 696.50
* Due 1244-LINDA ETHEREDGE	\$16.84	_____	\$0.00	_____	\$ 16.84
* Due 3321-LUBENASTER CONSTRUCTION	\$676.67	_____	\$0.00	_____	\$ 676.67
* Due 1240-W. G. CLEANERS	\$211.00	_____	\$0.00	_____	\$ 211.00
* Due 2782-WAYHAN FABRICATORS INC	\$100.00	_____	\$0.00	_____	\$ 100.00
* Due 1404-MERVIN SCOTT	\$25.00	_____	\$0.00	_____	\$ 25.00
* Due 1945-MID-AMERICAN RESEARCH CH	\$154.00	_____	\$0.00	_____	\$ 154.00
* Due 699-MITCH WORTON	\$122.77	_____	\$0.00	_____	\$ 122.77
* Due 748-MOORE'S TRUCK TIRE CENTER	\$455.64	_____	\$0.00	_____	\$ 455.64
* Due 425-MORRIS SANFORD JR.	\$1225.00	_____	\$0.00	_____	\$ 1225.00
* Due 2013-MUSIC MOUNTAIN WATER COMP	\$72.00	_____	\$0.00	_____	\$ 72.00
* Due 3364-NATIONAL CUSTOMER SUPPORT	\$56.00	_____	\$0.00	_____	\$ 56.00
* Due 3027-NATIONAL PEN CORPORATION	\$112.86	_____	\$0.00	_____	\$ 112.86

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THE SOFTWARE GROUP, INC.

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 1464-NATIONAL PUBLIC SAFETY	\$109.00			\$0.00			\$ 109.00
* Due 3030-O'REILLY AUTO PARTS	\$698.61			\$0.00			\$ 698.61
* Due 3327-OFFICE DEPOT CARD PLAN	\$1608.97			\$0.00			\$ 1608.97
* Due 3202-OLNSTED-KIRK PAPER COMPA	\$670.15			\$0.00			\$ 670.15
* Due 3039-ONNIBASE SERVICES INC	\$168.00			\$0.00			\$ 168.00
* Due 3316-PAN WORTHINGTON	\$1310.00			\$0.00			\$ 1310.00
* Due 3326-PAUL DICKEY	\$90.00			\$0.00			\$ 90.00
* Due 103-PEGUES-HURST MOTOR CO.	\$2866.27			\$0.00			\$ 2866.27
* Due 69-PITNEY BOWES	\$346.68			\$0.00			\$ 346.68
* Due 1504-POSITIVE PROMOTIONS	\$251.41			\$0.00			\$ 251.41
* Due 71-POWERPLAN	\$422.68			\$0.00			\$ 422.68
* Due 233-PRITCHARD & ABBOTT, INC	\$19925.00			\$0.00			\$ 19925.00
* Due 2016-PROGRESSIVE FARNER	\$18.00			\$0.00			\$ 18.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/14/02

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 373-PROSIGNS	\$46.50	_____	_____	\$0.00	_____	_____	\$ 46.50
* Due 1166-PUBLIC AGENCY TRAINING C	\$225.00	_____	_____	\$0.00	_____	_____	\$ 225.00
* Due 3062-QUALITY FOODS INC	\$4938.21	_____	_____	\$0.00	_____	_____	\$ 4938.21
* Due 412-QUILL CORPORATION	\$146.95	_____	_____	\$0.00	_____	_____	\$ 146.95
* Due 310-RADIO SHACK	\$39.99	_____	_____	\$0.00	_____	_____	\$ 39.99
* Due 41-RAYMOND C. SCHIEFFER CPA	\$425.00	_____	_____	\$0.00	_____	_____	\$ 425.00
* Due 20-RED WAM SUPPLY	\$44.45	_____	_____	\$0.00	_____	_____	\$ 44.45
* Due 185-ROBERT UNDERWOOD	\$400.00	_____	_____	\$0.00	_____	_____	\$ 400.00
* Due 111-ROBINSON & WILLIAMS	\$1200.00	_____	_____	\$0.00	_____	_____	\$ 1200.00
* Due 619-RONNIE LAGRONE	\$11.00	_____	_____	\$0.00	_____	_____	\$ 11.00
* Due 9-ROSS CITGO	\$624.76	_____	_____	\$0.00	_____	_____	\$ 624.76
* Due 505-RUSSELL'S FLOORS & INTERI	\$600.00	_____	_____	\$0.00	_____	_____	\$ 600.00
* Due 3367-RUSTY EVANS	\$75.00	_____	_____	\$0.00	_____	_____	\$ 75.00
* Due 3296-S. D. TWONEY	\$2108.00	_____	_____	\$0.00	_____	_____	\$ 2108.00

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 3346-SCOTT E. RECTENWALD	\$500.00			\$0.00			\$ 500.00
* Due 3363-SHELBY COUNTY TREASURER	\$4668.18			\$0.00			\$ 4668.18
* Due 198-SHEMANDOAH LIFE INSURANCE	\$1109.62			\$0.00			\$ 1109.62
* Due 2003-SHERRY L. NAHAFFEY	\$650.00			\$0.00			\$ 650.00
* Due 1830-SOLID ROCK WHOLESALERS	\$108.75			\$0.00			\$ 108.75
* Due 646-STEPHANIE PRICE	\$42.58			\$0.00			\$ 42.58
* Due 2711-STEPHEN C. NAHAFFEY	\$450.00			\$0.00			\$ 450.00
* Due 3219-STUDIO 23	\$42.75			\$0.00			\$ 42.75
* Due 3285-SUE SMITH	\$17.79			\$0.00			\$ 17.79
* Due 2959-SUZZANE W. BLAKE MD	\$85.00			\$0.00			\$ 85.00
* Due 1478-TAX ASSESSOR/COLL AUTO AC	\$50.00			\$0.00			\$ 50.00
* Due 529-TERRY D. BAILEY	\$78.89			\$0.00			\$ 78.89
* Due 2960-TERRY W. BLAKE PA-C	\$1099.00			\$0.00			\$ 1099.00

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
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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 130-TEXACO/SHELL	\$84.15			\$0.00			\$ 84.15
* Due 3360-TEXAS COMMISSION ON ENVIR	\$50.00		I	\$0.00			\$ 50.00
* Due 3009-TEXAS PARKS & WILDLIFE	\$379.95			\$0.00			\$ 379.95
* Due 3082-TEXAS PARKS & WILDLIFE	\$117.30			\$0.00			\$ 117.30
* Due 2500-TEXAS WILDLIFE DAMAGE	\$1800.00			\$0.00			\$ 1800.00
* Due 2068-THE NETT.COM	\$39.90			\$0.00			\$ 39.90
* Due 231-THE PATTERSON INSURANCE	\$150.00			\$0.00			\$ 150.00
* Due 161-THE SOFTWARE GROUP	\$372.48			\$0.00			\$ 372.48
* Due 3368-THE TAYLOR GROUP	\$295.00			\$0.00			\$ 295.00
* Due 1-TOLEDO AUTONOTIVE	\$807.74			\$0.00			\$ 807.74
* Due 668-TON N. JONES, DDS	\$1617.00			\$0.00			\$ 1617.00
* Due 1715-TRANSCOR AMERICA INC	\$579.26			\$0.00			\$ 579.26
* Due 101-TWIN STATE TRUCKS INC	\$50.97			\$0.00			\$ 50.97

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
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	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 123-TYSON FOODS, INC.	\$72.00	_____	\$0.00	\$ 72.00
* Due 1896-UNIFIRST	\$840.55	_____	\$0.00	\$ 840.55
* Due 675-UNIVERSITY OF TEXAS AT AU\$275.00	_____	_____	\$0.00	\$ 275.00
* Due 3031-UPSHUR COUNTY	\$12932.13	_____	\$0.00	\$ 12932.13
* Due 91-VIKING OFFICE PRODUCTS	\$131.41	_____	\$0.00	\$ 131.41
* Due 1617-W. W. GRAINGER INC	\$290.25	_____	\$0.00	\$ 290.25
* Due 607-WALLACE TIRES	\$20.00	_____	\$0.00	\$ 20.00
* Due 2971-WALMART COMMUNITY BRC	\$620.39	_____	\$0.00	\$ 620.39
* Due 744-WALTER F. STEPHENS JR., I\$298.36	_____	_____	\$0.00	\$ 298.36
* Due 2533-WEST GROUP	\$954.66	_____	\$0.00	\$ 954.66
* Due 149-WHOLESALE SUPPLY INC	\$265.00	_____	\$0.00	\$ 265.00
* Due 2404-WINGFOOT COMMERCIAL TIRES\$735.39 L	_____	_____	\$0.00	\$ 735.39
* Due 3365-WORLDPPOINT ECC INC	\$6327.90	_____	\$0.00	\$ 6327.90
* Due 1291-WORTHINGTON PLUMBING CO \$850.00	_____	_____	\$0.00	\$ 850.00

Panola County
THE SOFTWARE GROUP, INC.

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	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 64-XEROX CORPORATION	\$915.99	_____	\$0.00	\$ 915.99
Totals	\$230827.37	_____	\$0.00	\$ 230827.37

456 records listed.

EQUIPMENT SPECIFICATIONS

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR ONE (1) DUMP TRUCK FOR USE BY THE ROAD & BRIDGE DEPARTMENT. THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. Truck shall be at least a 2003 model.
2. Engine: truck shall be equipped with an inline 6 cylinder diesel engine of at least 7.2 liters, producing no less than 210 H.P.
3. Transmission: No less than seven (7) speed.
4. Front Axle: Front axle no less than 12,000 pounds.
Rear Axle: No less than 21,000 pounds.
5. Wheelbase: No less than 150"
6. GVWR - No less than 33,000 lbs.
7. Brakes: Air activated/ABS
8. Cab: Dash mounted air conditioner, AM/FM radio.
9. Exhaust: Right hand vertical stack.
10. Dump Body: 8 - 10 cubic yards with air release tailgate.
11. Airshift PTO
12. Fuel Tanks - No less than 40 gallon
13. Delivery: Truck shall be ready for pick up within a 100 mile radius of Panola County Warehouse after January 2, 2003, but no later than February 14, 2003.

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

BID FORM AND CONTRACT

DUMP TRUCK (1)

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 advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject and any/or all bids.

TOTAL PRICE \$ 39,307.50

Exceptions to specifications:

- 1. N/A
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.

Signature of bidder

P.O. Box 3686 ADDRESS

800-278-9471 TELEPHONE NUMBER

Pegueser Hunt Motor Co COMPANY NAME

Longview TX 75606 CITY STATE ZIP

Oct 14th 2002 DATE

ACCEPTED: [Signature] COUNTY JUDGE

10-14-02 DATE

EQUIPMENT SPECIFICATIONS

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR ONE (1) DUMP TRUCK FOR USE BY THE ROAD & BRIDGE DEPARTMENT. THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

1. **Truck shall be at least a 2003 model.**
2. **Engine:** truck shall be equipped with an inline 6 cylinder diesel engine of at least 7.2 liters, producing no less than 210 H.P.
3. **Transmission:** No less than seven (7) speed.
4. **Front Axle:** Front axle no less than 12,000 pounds.
Rear Axle: No less than 21,000 pounds.
5. **Wheelbase:** No less than 150"
6. **GVWR -** No less than 33,000 lbs.
7. **Brakes:** Air activated/ABS
8. **Cab:** Dash mounted air conditioner, AM/FM radio.
9. **Exhaust:** Right hand vertical stack.
10. **Dump Body:** 8 - 10 cubic yards with air release tailgate.
11. **Airshift PTO**
12. **Fuel Tanks -** No less than 40 gallon
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BID FORM AND CONTRACT

DUMP TRUCK (1)

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 advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject and any/or all bids.

TOTAL PRICE

\$ 42,800⁰⁰ *Abraham 10-7-02*

Exceptions to specifications:

- 1. — None —
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____

Abraham
SIGNATURE

3016 Eastman Road
ADDRESS

903-758-3351
TELEPHONE NUMBER

ACCEPTED:

COUNTY JUDGE

Texas State Trucks, Inc.
COMPANY NAME

Longview, TX 75607
CITY STATE ZIP

10-7-02
DATE

DATE

PROCLAMATION

WHEREAS, 180,385 incidents of family violence were confirmed in the State of Texas in Fiscal Year 2001; and

WHEREAS, family violence is a complex and ongoing problem in our society and affects great numbers of men, women and children; and

WHEREAS, every family member is entitled to feel safe, cared for, respected, nurtured and loved; and

WHEREAS, preventing family violence is the responsibility of all citizens; and

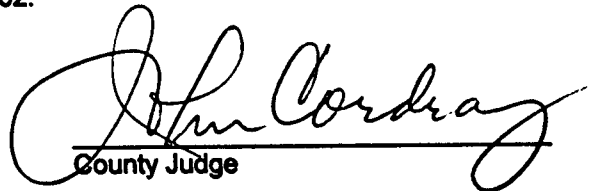
WHEREAS, community action is needed to help families break the cycle of violence.

NOW, THEREFORE, I, John Cordray, the County Judge of Panola County, Texas do hereby proclaim the month of October, 2002 to be

"DOMESTIC VIOLENCE AWARENESS MONTH"

in Panola County, and I urge all citizens to work together to help reduce family violence significantly in years to come.

Dated this 14th day of October, 2002.


County Judge

RESOLUTION #2002-04

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Panola County Commissioners' Court has agreed that in the event of loss or misuse of the funds, Panola County Commissioners' Court assures that the funds will be returned in full to the Task Force on Indigent Defense;

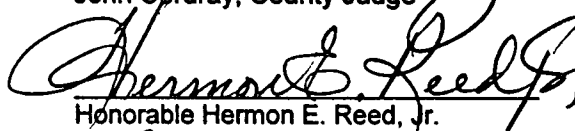
NOW, THEREFORE, BE IT RESOLVED, and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

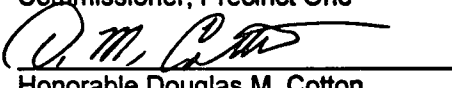
BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and Contact Person for this grant and the County Auditor is designated as the Financial Officer for this grant.

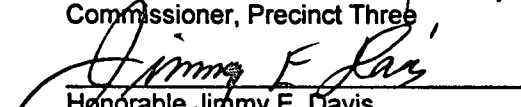
APPROVED AND PASSED this 14th day of October, 2002.


John Cordray, County Judge


Honorable Ronnie LaGrone
Commissioner, Precinct One

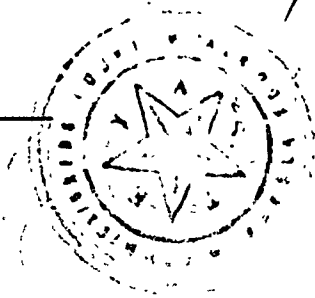

Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Douglas M. Cotton
Commissioner, Precinct Two


Honorable Jimmy E. Davis
Commissioner, Precinct Four

ATTEST:


Sue Grafton, County Clerk



State of Texas
County of Panola

1. This contract is by and between East Texas Council of Governments (ETCOG) and Panola County (County), and in aid of CJD Grant No. JA-02-J20-14235-04, titled: Regional Juvenile Detention Program. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2002, and shall end on August 31, 2003, unless extended or terminated as otherwise provided for in this contract.
2. ETCOG is responsible for closely monitoring the County and the exercise of reasonable care to enforce all terms and conditions of the grant. County agrees to fully cooperate in the monitoring process.
3. Requirements of the *Uniform Grant and Contract Management Standards (UGCMS)* promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB, of the above standards. ETCOG shall:
 - keep all project records
 - assist the County to establish a set of records that comply with the requirements of the grant and periodically inspect such records to ensure that they are properly kept.

NOTE: Records shall be retained for at least THREE (3) YEARS following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, or any state or federal agency authorized to inspect the same.

4. The County will furnish the following:
 - a. Invoices for services rendered.
 - b. Information for progress reports.
 - c. Copy of contract(s) for services if services exceed \$25,000 (Contract to be in accordance with CJD sample form contract).
5. The County will comply with the following:
 - a. Return this executed contract to ETCOG by January 31, 2003 or forfeit County's funding allocation. ETCOG staff shall redistribute forfeited funds to participating counties according to juvenile population.
 - b. Special Limitations on Detentions (Attachment A to Contract).
 - c. Certified Assurances (Attachment B to Contract).
 - d. Procurement Requirements (Attachment C to Contract).

- e. Submission of signed Payment Voucher (Attachment D to Contract), copy of bill(s) for detention purchased, and Certification form to request reimbursement (Attachment E to Contract).
- f. The Texas Family Code, as may be amended from time to time.

6. Payment for the above will be made as follows:

County shall purchase secure or residential juvenile detention services from facility or facilities outside County for grant/program period beginning September 1, 2002 and ending on August 31, 2003. Funds to be reimbursed to each county shall be subject to Special Limitations on Detention (Attachment A to Contract) and total reimbursement shall not exceed amount available in grant (\$44,089). County shall submit to ETCOG the Purchase Voucher with original signature (Attachment D to Contract), a copy of the bill for detention purchased, and Certification form with original signature (Attachment E to Contract) when making a request for reimbursement. Reimbursement will normally be made to County within 30 days of receipt by ETCOG.

- 7. Billing for the above will be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief statement of the detention service provided and the basis for the billing rate.
- 8. In the event of a default of the County, ETCOG may cancel or suspend the contract and the County shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.
- 9. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the County. Failure to comply with this requirement shall be treated as a default.
- 10. This contract shall automatically terminate on the grant expiration date (August 31, 2003) or any extension date thereof granted by CJD or upon termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period. ETCOG shall not reimburse for any services billed under the grant unless County bills such services to ETCOG within 15 days following the grant expiration date (August 31, 2003).
- 11. County agrees and understands that the choice of the facility, conditions of confinement, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG shall have no liability or responsibility for conditions of confinement or treatment of individual juvenile offenders.
- 12. County agrees that juvenile detention services shall be reimbursed from funds on a cost reimbursement basis, and claims for reimbursement shall reflect the actual costs of services. No increment above the cost or profit shall be paid under this agreement. It is further

agreed and understood that cost reimbursement for actual costs shall not exceed the maximum amount established by the State.

13. County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this contract or operation, selection of, or placement of juveniles in juvenile detention services under this contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out of or in any way related to juvenile detention services, expenditure by County or its subcontractor of funds under this contract. More specifically, County shall indemnify and save harmless ETCOG and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement, and said tax shall be assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

EXECUTED this 1st day of October, 2002.

John Cordray
Signature of County Judge

Shirley King
Signature of Authorized Official
For ETCOG

PANOLA
Name of County

East Texas Council of Governments
Name of Grantee Agency

110 S. Sycamore, Rm. 216-A
Address (street or post office box)

3800 Stone Road
Address (street or post office box)

Carthage TX 75633
City State Zip Telephone #

Kilgore, TX 75662 (903) 984-8641
City State Zip Telephone #

903-693-0391

- I. Reimbursement will only be for secure and residential detention which is provided by a facility located outside the county requesting reimbursement through this program.
- II. Reimbursement for each county will be limited to the amount specified below, plus any funds which might be forfeited and redistributed as a result of a county or counties not returning an executed contract to ETCOG by January 31, 2003.

<u>County</u>	<u>Allocation *</u>
Anderson	\$3,137
Camp	1,690
Cherokee	3,369
Harrison	4,260
Henderson	4,500
Marion	1,587
Panola	2,185
Rains	1,560
Rusk	3,302
Smith	9,355
Upshur	2,937
Van Zandt	3,546
Wood	2,661

* Allocation is derived by taking one-third of regional allocation and providing an equal base amount to all counties. Two-thirds of regional allocation is then distributed to each county according to juvenile population.

CERTIFIED ASSURANCES

(PAGE 1 OF 3)

Applicants must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87, Office of Justice Programs (OJP) Financial Regulations, Education Department General Administrative Regulations (EDGAR), E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this project. Also, the Applicant assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **DISPLACED PERSONS** — It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
3. **POLITICAL ACTIVITY** — It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** — It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** — It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** — It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** — It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA's) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** — It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (Ch. 50 USC § 4001). This section requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** — It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966, (16 USC § 569a-1, et seq.) by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **COMPLIANCE WITH LAWS AND GUIDES** — It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** — It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures;

and Federal laws or regulations applicable to Federal Assistance Programs.

CERTIFIED ASSURANCES

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13. NONDISCRIMINATION—

- A. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (42 USC § 3789(d)), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- B. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- C. It will provide an Equal Employment Opportunity Program (EEO) if required to maintain one, where the application is for \$500,000 or more.
14. COASTAL BARRIERS—It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
15. SUPPLANTING PROHIBITION—It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The Applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

STATE ASSURANCES

The applicant hereby assures and certifies compliance with all state statutes, regulations, policies, guidelines, and requirements including the Title 1, Chapter 3, of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS), as they relate to the application, acceptance and use of funds for this project. Also, the applicant assures and certifies that:

1. LEGAL AUTHORITY—It possesses legal authority in the State of Texas to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. CONFLICT OF INTEREST—It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. NONDISCRIMINATION—It will comply with all State and Federal statutes relating to nondiscrimination.
4. TAXES—It will comply with all State and Federal tax laws and are solely responsible for filing all required State and Federal tax forms.
5. GRANT ADMINISTRATION—It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
6. EXAMINATION OF RECORDS—It will give the sponsoring agency or the Office of the Governor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. PUBLIC INFORMATION—It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
8. CHILD SUPPORT PAYMENTS—It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
9. SUSPECTED CHILD ABUSE—It will comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. RELATIVES—It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
11. OPEN MEETINGS—If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

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CJD Application Kit

CERTIFIED ASSURANCES

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12. HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY—If the applicant is health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
13. LAW ENFORCEMENT AGENCY—If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

Applicant's Organization

Project Title

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date

Procurement Procedures

General Policies

1. Grantees may make purchases up to \$2,000.00 on a spot purchase basis, without comparative pricing.
2. Purchases between \$2000.01 and \$5,000.00 require a minimum of three verbal bids based on identical specifications. The grantee is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted. The grantee must select the lowest compliant bid.
3. Purchases between \$5,000.01 and \$15,000.00 require the grantee to issue written invitations for bids, using identical specifications, to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The grantee is required to maintain records for audit that include copies of all invitations and all written responses, including original signatures. The grantee must select the lowest compliant bid.
4. Purchases above \$15,000.00 require formal newspaper advertising soliciting bids. The purchaser must maintain records for audit that include copies of the advertisement(s) and all written responses, including original signatures. The grantee must select the lowest compliant bid.
5. When the required services, supplies, or skills are so unique that the purchaser cannot identify a minimum of three prospective sources and the cost exceeds \$2,000.00, the grantee must request guidance from CJD. In such cases, the grantee must provide to CJD a letter containing all relevant facts and a proposed course of action.
6. Audit organizations and individual independent auditors typically will not respond to an invitation for bid, with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an invitation for proposal, which permits the prospective supplier to develop specifications and to quote a relevant cost. The grantee must select the most responsive proposal that meets their needs.
7. In all instances, prior to the delivery of services, a written contract must be executed to secure professional or consultant services. *See CJD Forms packet for a sample contract.*
8. Prior to obligating grant funds for equipment purchases or professional or consultant services in excess of \$15,000, the grantee must submit all documents to CJD for review and approval. A grantee is not exempt from this policy if the actual amount expended is lower than \$15,000 because of a trade allowance. The grantee should submit documents with a letter signed by the authorized official named in the grant or by the person designated to initiate grant adjustments. The documents should contain:
 - a brief narrative description of the procurement procedures used and a statement of the low compliant bid that was selected;
 - a list of vendors requested to bid or respond. (State agencies using the purchasing service of the General Services Commission of Texas are not exempt. Requests For Proposals [RFPs] or Invitations For Bids [IFBs] issued by the grantee to implement the grant project must provide notice to prospective bidders that the CJD organizational conflict-of-interest provision is applicable. This provision states that contractors that develop or draft specifications, requirements, statements of work, and RFPs for proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such a contract.);
 - a copy of the public advertisement;
 - a copy of the RFP or the IFB, with specifications;
 - a copy of the response that received the contract (a copy of all responses must be kept on file by the grantee);
 - a description of the selection process used to select the successful bidder, with a copy of the evaluation of all proposals;
 - a copy of the proposed contract; and
 - if sole-source procurement is necessary or if only one response is received, a justification for selecting the sole source or an explanation of why only one response was received along with a description of the program, what is being contracted for, and why it is necessary to contract non-competitively, such as expertise of the contractor, responsiveness and knowledge of the program, time constraints, and uniqueness.

Note: The outline for sole-source justification and a sample of the CJD contract form between a grantee and a third party is in the application kit.

9. The standards and policies outlined in Office of Management and Budget's Common Rule, Section 36, as included in the Uniform Grant Management Standards (UGMS), are binding on all grantees.
10. Each state agency must comply with the provisions of Chapter 2254, Government Code, when securing consultant services.
11. Cities and counties must comply with the requirements governing advertising for bids, as outlined in Chapters 252 and 262, Local Government Code, for cities and counties respectively.
12. State agencies contracting for professional or consultant services in excess of \$15,000 per vendor are not required to submit to CJD a copy of the contract for approval. State law requires that agencies must submit such contracts to the General Services Commission of Texas for approval, however, a copy of such contract must be submitted to CJD for the project record.
13. As is mandated by article 601b, Texas Civil Statutes, grantees must make a good-faith effort to encourage Historically Underutilized Businesses (HUBs) to bid on services for grant-funded projects and to report the amount of grant dollars contractually awarded to HUBs. A Historically Underutilized Business is defined as: (1) a corporation formed for profit in which at least 51% of the equity is owned by one or more Black, Hispanic, Asian, Pacific Islander, Native American, or female person; (2) a sole proprietorship 100% owned, operated, and controlled by such a person; (3) a partnership in which such person(s) owns at least 51% of assets and interest and has proportionate control of partnership affairs, (4) a joint venture of HUBs; or (5) a supplier contract between a HUB and a prime contractor under which the HUB manufactures, distributes, or warehouses and ships the supplies.

Grantees must report this information on the HUB-PAR form with the quarterly financial expenditure report. A copy of the Historically Underutilized Business Progress Assessment Report (HUB-PAR) is in the application kit.

To obtain additional information regarding state certified HUBs and the State HUB program, please call the Small Business Program, General Services Commission, at (512) 463-3419.

14. Any lease-purchase in excess of \$15,000 must be a result of competitive procurement. CJD will not approve lease-purchase agreements or leasing of computer systems, including computer hardware and software, unless the applicant demonstrates that lease-purchase is cost-effective. Applicants requesting a lease-purchase should reflect the items, including a 50% match, in budget schedule D, Equipment, of the grant application forms and must attach justification for requesting the lease-purchase method. Any interest charges resulting from such a purchase are not allowable as expenditures under the grant. If approved, lease-purchase is subject to the same requirements for grantee contributions as equipment purchases.
15. The grantee will retain ultimate control of and responsibility for the grant project and any contractor will be bound by grant agreements, grant conditions, and any other requirements applicable to the grantee.
16. Applicants and grantees must consult the CJD Maximum Rate Schedule on page 26 for restrictions on maximum allowable costs for some services.

Attachment D

PURCHASE VOUCHER				Payable to: (County/Address)		
Gary Price East Texas Council of Governments 3800 Stone Road Kilgore, Texas 75662				Mail Payment to: (Name, Title)		
Dates of Detention	Type of Detention	Number of Days	Location of Detention	Number of Juveniles; Indicate #Males #Females	Rate Per Day	Amount of Purchase

Note: Attach copy of bill(s) for detention purchased.

I certify that the above services were rendered/received, and that they correspond in every way with the contract under which they were procured and that the invoice is true.		VOUCHER TOTAL			\$
		Signature - Vendor Representative		Telephone #	
ETCOG Approval for Payment		Date Approved for Payment		ETCOG DISTRIBUTION ACCOUNT	
Signature:				AMOUNT	
Title:					
Total Amount Requested to Date:					
Vendor Number	Coded: By:	Check Number	Date:	Amount:	

CERTIFICATION OF SERVICES PROVIDED

COUNTY OF _____

I hereby certify that the County of _____ purchased the services indicated on the attached itemized statement, and requests reimbursement from the East Texas Council of Governments via Texas Criminal Justice Division grant JA-01-J20-14235-03. I further certify that the services were purchased according to the rules and regulations specified in the Texas Criminal Justice Division Maximum Rate Schedule.

County Official, Signature

County Official, Printed Name & Title

Date

**PANOLA COUNTY POLICY & SELECTION FORMS
FOR GROUP MEDICAL INSURANCE CONTINUATION FOR
RETIREES AND SURVIVING SPOUSES**

IT IS IMPORTANT THAT CURRENT AND RETIRED EMPLOYEES UNDERSTAND AND APPRECIATE THAT THE CURRENT ELIGIBILITY, BENEFITS, COSTS, AND TERMS OF COVERAGE MAY BE CHANGED OR MODIFIED IN THE FUTURE. THE CURRENT COUNTY POLICY DESCRIBED BELOW IS NOT GUARANTEED FOR ANY TIME PERIOD.

ELIGIBILITY

Group Medical insurance continuation is available for retired employees who are eligible to begin receiving either Service or Disability retirement benefits from the Texas County and District Retirement System during the two (2) months subsequent to employment termination.

Group Medical insurance continuation is available for a surviving spouse who is eligible to begin receiving monthly survivor retirement benefits from the Texas County and District Retirement System during the two (2) months subsequent to the active or retired employee's death if the surviving spouse was covered by the current group medical plan at the time of the active or retired employee's death.

The above stated eligibility is subject to future change upon action of current insurance carrier and/or the Panola County Commissioners' Court. If changes are made, you may have rights under Federal Law regarding continued coverage (COBRA).

BENEFITS

The benefits for this program shall be in accordance with the provisions of the current group medical insurance master contract for Panola County. A copy of the master contract shall be kept in the County Clerk's and County Auditor's office and may be reviewed by anyone during normal working hours.

COSTS

An eligible retired employee covered under our current insurance policy, who does not have Medicare coverage, must pay the difference between the premium applicable to a non Medicare covered retired employee and the premium applicable to a retiree who has Medicare coverage. When a retiree covered under our plan obtains Medicare coverage, the County will pay all of the applicable premium for the

retiree.

It is the responsibility of the retiree and surviving spouse to notify the County when they or covered dependents become covered under Medicare or when dependents become ineligible for coverage.

The premium of any eligible dependents of a retiree shall be entirely payable by the retiree regardless of any Medicare coverage.

Any eligible surviving spouse shall be entirely responsible for the payment of applicable premium regardless of any Medicare coverage.

The premium for any eligible dependents of a surviving spouse shall be entirely payable by the surviving spouse.

The current monthly rates are in accordance with applicable premiums at time of qualifying event. The current rates in force will be provided upon request. Premiums shall be paid to the Panola County Treasurer's Office on or by the 1st day of each month. Failure to remit required payments by the 1st of each month may cause your insurance to be stopped.

SELECTION OF BENEFITS

Any eligible retired employee or eligible surviving spouse must make application for group medical insurance continuance. This includes completion of the change forms required by the current insurance carrier and the selection form required by this document.

Any required change forms and the attached selection form must be completed for continuation. Forms will be provided upon request. Coverage may not be available if selection form is not completed within thirty (30) days of the service retirement date or the date of survivor spouse began receiving the survivor retirement benefits. In the case of a disability retirement the selection form would need to be completed within thirty (30) days of the official notification by the Texas County & District Retirement System that disability retirement had been approved.

All information on this selection form is considered a part of this policy.

****SELECTION FORM****

- _____ I do wish to continue my insurance coverage as explained in the above document and choose:
 - _____ Coverage for myself (retiree only)
 - _____ Coverage for myself (retiree) and eligible dependents
 - _____ Coverage for myself (surviving spouse only)
 - _____ Coverage for myself (surviving spouse) and my eligible dependents
- _____ I do not wish to continue group medical insurance coverage.

I understand the following;

1. Dependents can be dropped or added at a later date dependent upon eligibility and the specific time when open enrollment is allowed by the current insurance carrier.
2. All coverage and premiums are with the current insurance carrier provisions and are subject to change and/or approval by the insurance carrier.
3. The above described coverage is subject to approval of Service Retirement, Disability Retirement, or Surviving Spouse Retirement benefits as described in the eligibility section of this document on page 1.
4. This form must be completed and required payments made or no coverage will be provided.
5. Before coverage can begin any required change forms from the current insurance carrier must also be completed and are subject to the insurance carrier's approval and/or acceptance.
6. All three pages of this document determines the basis for group medical insurance continuation.
7. Panola County reserves the right to revise, modify, change, add, or delete a County rule or policy; and no oral statement or representation can change or modify a County rule or policy.
8. The current benefits, terms of coverage, cost, or eligibility may be changed or modified at the discretion of the Commissioners' Court.
9. This acknowledgment supercedes all prior agreements, understandings, and representations concerning Panola County group medical insurance.

EMPLOYEE: _____ DATE: _____
Printed Name

SIGNATURE: _____ PHONE: _____

ADDRESS: _____

Based upon the selection above, the initial monthly rate payable to Panola County each month is \$_____. Rates are subject to change any month.

Please remit payment to: Panola County Treasurer
Room 212 Panola County Courthouse
Carthage, Texas 75633

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



JOHN DePRESCA
SUPERINTENDENT

Panola County Road & Bridge Department

REPORT OF ROAD SUPERINTENDENT


SEPTEMBER, 2002

October 8, 2002

1. No money has been taken into the road fund by the undersigned.
2. During the month the department received 10 calls for service with 9 requests completed. The remainder will be completed as time and weather permits.
3. Two leased mixers and one leased reclaimer were returned to Howard MacAnear Equipment Co., Longview, Tx.
4. Preparations were started at a new pit leased to the County by the Texas Utilities Mining Co. The pit is located off CR 256-1 and will serve as storage and possibly used as a sand pit.
5. Reclaiming operations and patch oil production are coming to a close as the night time temperatures are becoming too low. Plant operations at the warehouse may continue if the weather permits.
6. The majority of Panola County roads remain in good condition with precinct crews conducting maintenance, drainage, and patching operations.
7. Nothing further to report.


John DePresca
Panola County Road and Bridge

Sworn and subscribed to this 8th day of October 8, 2002


Edna Carl Gold
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.

