

VOL

40 PAGE 651

FILED FOR RECORDS  
IN MY OFFICE

AT 4:10 O'CLOCK P. M.

NOV 21 2002

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *Sue Grafton* DEPT.

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

**TO WHOM IT MAY CONCERN:**

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 25<sup>TH</sup> DAY OF NOVEMBER, 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 Danny McKnight as a Panola County Sheriff's Department Reserve Deputy effective November 5, 2002.
- b. To record the appointment of Charles Phillip Grimes as a Reserve Deputy Constable in Precincts #1 and #4 effective November 18, 2002.

- c. To record an increase in salary for Curtis Cabaniss, a Truck Driver with the Panola County Road and Bridge Department, from \$8.53 per hour to \$8.79 per hour effective December 2, 2002.
- d. To record an increase in salary for George Shuttlesworth, a Truck Driver with the Panola County Road and Bridge Department, from \$8.53 per hour to \$8.79 per hour effective December 2, 2002.

#### ROAD & BRIDGE

- a. 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 #337.
- b. To authorize the County Auditor to advertise for sealed bids for the purchase of the following equipment for use by the Panola County Road and Bridge Department: one (1) soil stabilizer; two (2) tractors; and two (2) backhoes. Bids to be opened December 16, 2002 at 9:00 o'clock a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1120 E. Sabine, Carthage, Texas.

#### MISCELLANEOUS

- a. To record American States Insurance Continuation Certificates for the following Panola County Elected Officials/Employees/Agents: County Court at Law Judge Terry Bailey; County Commissioner, Precinct 2, Doug Cotton; Panola County Clerk Sue Grafton; Panola County Deputy County Clerks; Panola County Treasurer Gloria Portman; Panola County Assistant Treasurer Joni W. Reed; Panola County Deputy District Clerks; Panola County Sheriff's Department Reserve Deputies Robert Glen Allums, Calvin Guill, and John Lee Wright, Jr.; and Panola County Road and Bridge Assistant Warehouse Supervisor Edna Gold.
- b. To record Panola County Sheriff's State Forfeiture Fund Budget for 2003.

#### REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Tax Assessor-Collector Jean Whiteside; Panola County Chief Deputy Tax Assessor-Collector Margaret Dyer; Panola County Chief Deputy Tax Assessor-Collector JoNell Harris; Panola County Judge Elect David L. Anderson (3); and Panola County Commissioner Elect, Precinct #4, Dale LaGrone.
5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.

6. To discuss and act upon renewing Internet Partnership Agreement with Ann Morris for two (2) years at total cost of \$3,000.00.
7. To discuss and act upon granting the approval of Panola County for a project by ETMC Regional Healthcare System to be financed by HFDC of Central Texas, Inc., with no liability to Panola County.
8. To discuss and act upon approval of an Elevator Maintenance Agreement between Panola County and ThyssenKrupp Elevator for a one (1) year period commencing January 10, 2003.
9. To discuss and act upon approval of a Contract for Services between Panola County and Fire & Safety Equipment for a one (1) year period commencing January 1, 2003.
10. To discuss and act upon approval of a HVAC Filter Maintenance Contract between Panola County and Texas Filter Service, Inc. for a one (1) year period commencing January 1, 2003.
11. To discuss and act upon approval of a Commercial Service Agreement between Panola County and Anti-Pest Company, Inc. for a one (1) year period commencing January 1, 2003.
12. To record Election Systems & Software, Inc.'s (ES&S) notice of termination of its Agreement with Panola County dated January 8, 2001 effective January 8, 2003.
13. To discuss and act upon entering into a new Agreement with Election Systems & Software, Inc. ("ES&S") for maintenance of electronic vote counting machine effective January 8, 2003.
14. To discuss and act upon joining a Coalition of counties adversely affected by the Reforestation Act.

**ADJOURNMENT**

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 21<sup>ST</sup> DAY OF NOVEMBER, 2002 AT 9:10 O'CLOCK A.M.

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

I, SUE GRAFTON, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 21<sup>ST</sup> DAY OF NOVEMBER, 2002 AT 9:10 O'CLOCK A.M.

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

FILED FOR RECORD  
IN MY OFFICE

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M \_\_\_\_\_

DEC 9 2002

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The State of Texas  
County of Panola

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

On this the 25th day of November A.D.2002, the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

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

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

**OPEN MEETING:**

**1. CITIZEN COMMENTS:**

There were no comments from the citizens.

**2. COMMISSIONERS' REPORTS:**

There were no reports from the Commissioners.

**3. COUNTY JUDGE'S REPORT:**

Judge Cordray reported that he would be signing the papers to close the sale of the property beside the ETMC Physicians Building for the expansion project on Tuesday, November 26, 2002 at 10:00 o'clock a.m.

**4. CONSENT ITEMS:**

**PERSONNEL**

- ✓ a. To record the resignation of Danny McKnight as a Panola County Sheriff's Department Reserve Deputy effective November 5, 2002.
- ✓ b. To record the appointment of Charles Phillip Grimes as a Reserve Deputy Constable in Precincts #1 and #4 effective November 18, 2002.
- ✓ c. To record and increase in salary for Curtis Cabaniss, a Truck Driver with the Panola County Road and Bridge Department, from \$8.53 per hour to \$8.79 per hour effective December 2, 2002.
- ✓ d. To record an increase in salary for George Shuttlesworth, a Truck Driver with the Panola County Road and Bridge Department, from \$8.53 per hour to \$8.79 per hour effective December 2, 2002.

**ROAD & BRIDGE**

- ✓ a. 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 #337.

- ✓ b. To authorize the County Auditor to advertise for sealed bids for the purchase of the following equipment for use by the Panola County Road and Bridge Department: one(1) soil stabilizer; two (2) tractors; and two(2) backhoes. Bids are to be opened December 16, 2002 at 9:00 o'clock a.m. Specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A and at the County Warehouse, 1120 E. Sabine, Carthage, Texas .

#### MISCELLANEOUS

- ✓ a. To record American States Insurance Continuation Certificates for the following Panola County Elected Officials/Employees/Agents: County Court at Law Judge Terry Bailey; County Commissioner, Precinct 2, Doug Cotton; Panola County Clerk Sue Grafton; Panola County Deputy County Clerks; Panola County Treasurer Gloria Portman; Panola County Assistant Treasurer Joni W. Reed; Panola County Deputy District Clerks; Panola County Sheriff's Department Reserve Deputies Robert Glen Allums, Calvin Guill, and John Lee Wright, Jr., and Panola County Road and Bridge Assistant Warehouse Supervisor Edna Gold.
- ✓ b. To record the Panola County Sheriff's State Forfeiture Fund Budget for 2003.

#### REQUESTS FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Tax Assessor-Collector Jean Whiteside; Panola County Chief Deputy Tax Assessor-Collector Margaret Dyer; Panola County Chief Deputy Tax Assessor-Collector JoNell Harris; Panola County Judge Elect David L. Anderson(3); and Panola County Commissioner Elect, Precinct #4, Dale LaGrone.

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

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

- ✓ 5. Commissioner Davis moved and Commissioner Cotton seconded the motion to approve the Road and Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- 6. After some discussion Judge Cordray moved and Commissioner LaGrone seconded the motion to table action on the renewal of the Internet Partnership Agreement with Ann Morris for two (2) years at total cost of \$3,000.00 until the errors contained within it are corrected. The motion passed unanimously.
- 7. Commissioner LaGrone moved and Commissioner Davis seconded the motion to grant the approval of Panola County for a project by ETMC Regional Healthcare System to be financed by HFDC of Central Texas, Inc., with no liability to Panola County. The motion passed unanimously.
- 8. Commissioner Davis moved and Commissioner Cotton seconded the motion to approve the Elevator Maintenance Agreement between Panola County and ThyssenKrupp Elevator for a one (1) year period commencing January 10, 2003. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.


9. Commissioner Cotton moved and Commissioner Reed seconded the motion to approve a contract for Services between Panola County and Fire & Safety Equipment for a one (1) year period commencing January 1, 2003. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
10. Commissioner Davis moved and Commissioner LaGrone seconded the motion to approve a HVAC Filter Maintenance Contract between Panola County and Texas Filter Service, Inc. for a one (1) year period commencing January 1, 2003. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
11. Commissioner Reed moved and Commissioner Davis seconded the motion to approve a Commercial Service Agreement between Panola County and Anti-Pest Company, Inc. for a one (1) year period commencing January 1, 2003. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
12. Commissioner Cotton moved and Commissioner Reed seconded the motion to record the Election Systems & Software, Inc.'s (ES&S) notice of termination of its Agreement with Panola County dated January 8, 2001 effective January 8, 2003. The motion passed unanimously. SEE COPY OF NOTICE OF TERMINATION ATTACHED.
13. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to enter into a new Agreement with Election System & Software, Inc. ("ES&S") for maintenance of electronic vote counting machine effective January 8, 2003. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
14. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to decline the opportunity to join a coalition of counties adversely affected by the Reforestation Act. The motion passed unanimously.

The meeting was the adjourned.

Dated this the 25th day of November, 2002.

  
John Cordray, County Judge, Panola County, Texas

ATTEST:

  
Sue Grafton, County Clerk, Panola County, Texas

11-25-02

*Dale Ladson*  
*George Lyman*  
*Ben McCallister*  
*Dan Anderson*  
*John Hill*

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

### PANOLA COUNTY SHERIFF'S DEPARTMENT

November 12, 2002

The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Cordray:

Please add the following amended request to the next scheduled Commissioner's meeting:

- (1) Danny Mcknight - Resigned from Reserve Officer status effective November 06, 2002.

Sincerely,

Jack Ellett  
Sheriff

JE/cs

CC: Sidney Burns  
Gloria Portman

**LEROY CRANFORD**  
CONSTABLE PCT. 1 & 4  
110 S. Sycamore Room 102A  
Carthage, TX 75633

November 18, 2002

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

To record the appointment of Charles Phillip Grimes as a Reserve Deputy  
Constable in Pct. 1 & 4 effective as of this date.

Sincerely,



Leroy Cranford  
Constable Pct. 1 & 4

**PERSONNEL CHANGE REQUEST**

Name: CURTIS CABINESS

Department: ROAD & BRIDGE

Position: TRUCK DRIVER

New Position  
(if applicable): \_\_\_\_\_

Current wage or salary 8.53  
xx

New wage or salary 8.79  
xx

Effective date of change 12/2/02

  
\_\_\_\_\_  
Elected Official/Department Head  
Signature

11/18/02  
\_\_\_\_\_  
Date Signed

# PERSONNEL CHANGE REQUEST

VOI  
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Name: GEORGE SHUTTLESWORTH

Department: ROAD & BRIDGE

Position: TRUCK DRIVER

New Position  
(if applicable): \_\_\_\_\_

Current wage or salary 8.53  
xx

New wage or salary 8.79  
xx

Effective date of change 12/2/02

John Pierce  
Elected Official/Department Head  
Signature

11/18/02  
Date Signed

## NOTICE OF PROPOSED INSTALLATION PIPE AND/OR UTILITY LINES

DATE 11-15-02

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that:

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

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

of County Road: 337 as follows:  
(NUMBER OF ROAD)

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

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

Construction of this line will begin on or after the

21 st day of Nov., 2002.

FIRM: EASTEX TELEPHONE CO-OP

BY: Barney Wells

TITLE: STAKING REPRESENTATIVE

ADDRESS: P.O. Box 1691

Waskom, Texas 75692

PHONE: ( 903 ) 687-3600

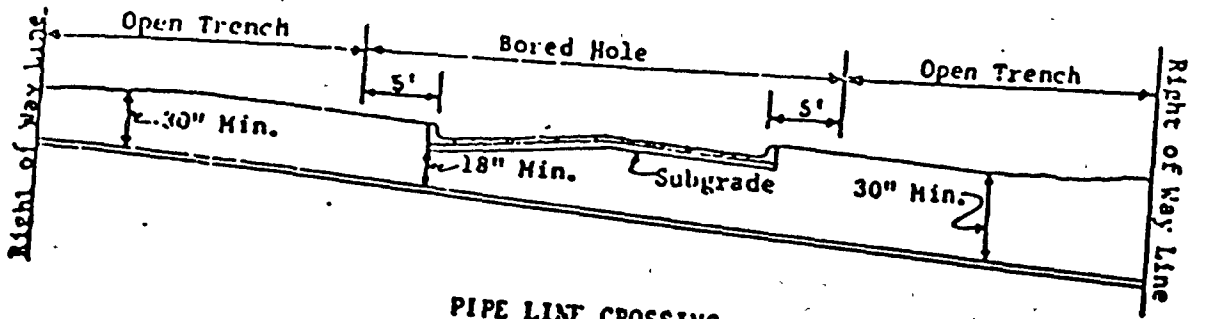
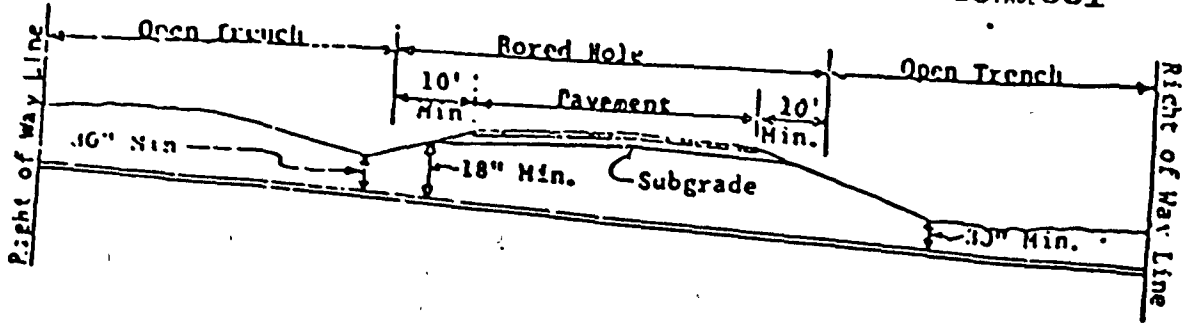
**SPECIAL SPECIFICATIONS  
FOR PIPE LINES CROSSING IN BORED HOLES  
AND PLACED PARALLEL TO COUNTY ROADS**

**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.

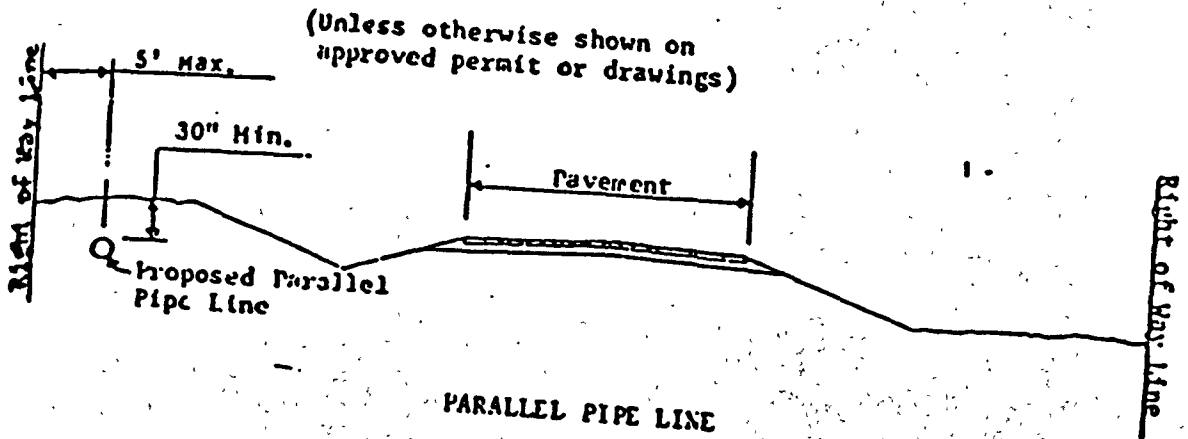
1. Exaction material shall not be placed on the road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall 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



## APPROVAL

November 25, 2002

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

RE: CR #337

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



# COUNTY OF PANOLA

## CARTHAGE, TEXAS

### NOTICE TO BIDDERS

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids for the purchase of one(1) Soil Stabilizer, two(2) tractors, and two(2) backhoes for use by the Road & Bridge Department. Bids will be received at the Office of County Judge John Cordray, Room 216-A Panola County Courthouse, Carthage, Texas 75633 until December 16, 2002, at 9:00 a.m. at which time bids will be opened in the Commissioners Courtroom, Carthage, Texas during the Commissioners Court meeting. Bids are to be on a lump sum or unit price basis with details of various cost involved and no bond is required. Specifications and bid forms may be obtained at the County Judge's Office, 110 S. Sycamore, Room 216A, Carthage, Texas 75633 and at the Road & Bridge Warehouse, 1120 E. Sabine, Carthage, Texas 75633. Contracts will be awarded to the successful bidders in accordance with the above mentioned chapter of the Local Government Code. Payment will be made by checks in accordance with the terms of the accepted contracts and agreements and upon approval of the invoice or statement by the Commissioners Court.

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

*Sidney Burns*

Sidney Burns, County Auditor  
Panola County, Texas

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. 6001533

dated effective 01/01/1999  
(MONTH-DAY-YEAR)

on behalf of TERRY BAILEY ( 01SX 123228-10)  
(PRINCIPAL)

and in favor of PANOLA COUNTY TREASURER  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 01/01/2003  
(MONTH-DAY-YEAR)

and ending on 01/01/2007  
(MONTH-DAY-YEAR)

Amount of bond ONE THOUSAND \_\_\_\_\_ DOLLARS ( \$1,000)

Description of bond COUNTY COURT AT LAW JUDGE

Premium: \$178.00 PREPAID: 01/01/2003 TO 01/01/2007

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 4, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President

Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831



**American States  
Insurance**

A SAFECO Company

**CONTINUATION  
CERTIFICATE**

40-REF-666  
VINI

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. 6001534

dated effective 01/01/1999  
(MONTH-DAY-YEAR)

on behalf of DOUG COTTON (01 SX 123229-10)  
(PRINCIPAL)

and in favor of PANOLA COUNTY TREASURER  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 01/01/2003  
(MONTH-DAY-YEAR)

and ending on 01/01/2007  
(MONTH-DAY-YEAR)

Amount of bond THREE THOUSAND \_\_\_\_\_ DOLLARS ( \$3,000)

Description of bond COUNTY COMMISSIONER, PRECINCT 2

Premium: \$178.00 PREPAID: 01/01/2003 TO 01/01/2007

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 4, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 916865  
  
dated effective 12/31/1994  
(MONTH-DAY-YEAR)  
  
on behalf of PANOLA COUNTY  
(PRINCIPAL)  
  
and in favor of PANOLA COUNTY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 12/31/2002  
(MONTH-DAY-YEAR)

and ending on 12/31/2006  
(MONTH-DAY-YEAR)

Amount of bond ONE HUNDRED SIXTY THOUSAND ——— DOLLARS ( \$160,000)

Description of bond PUBLIC OFFICIAL SCHEDULE BOND - DEPUTY COUNTY CLERKS

Premium: \$1,988.00 PREPAID: 12/31/2002 TO 12/31/2006

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 1, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

**American States  
Insurance**

A SAFECO Company

**CONTINUATION  
CERTIFICATE**

40-2461-668  
V01

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 879011

dated effective 07/01/1993  
(MONTH-DAY-YEAR)

on behalf of GLORIA PORTMAN  
(PRINCIPAL)

and in favor of COUNTY JUDGE OF PANOLA COUNTY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 12/31/2002  
(MONTH-DAY-YEAR)

and ending on 12/31/2006  
(MONTH-DAY-YEAR)

Amount of bond ONE THOUSAND \_\_\_\_\_ DOLLARS ( \$1,000)

Description of bond COUNTY TREASURER

Premium: \$178.00 PREPAID: 12/31/2002 TO 12/31/2006

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 1, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 879022

dated effective 11/19/1993  
(MONTH-DAY-YEAR)

on behalf of JONI W REED  
(PRINCIPAL)

and in favor of PANOLA COUNTY TREASURER  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 12/31/2002  
(MONTH-DAY-YEAR)

and ending on 12/31/2003  
(MONTH-DAY-YEAR)

Amount of bond TWENTY FIVE THOUSAND \_\_\_\_\_ DOLLARS ( \$25,000)

Description of bond ASSISTANT TREASURER

Premium: \$125.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 1, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

40-116-670  
VIL

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 885300

dated effective 12/31/1994  
(MONTH-DAY-YEAR)

on behalf of PANOLA COUNTY DEPUTY DISTRICT CLERKS  
(PRINCIPAL)

and in favor of GOVERNOR OF THE STATE OF TEXAS  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 12/31/2002  
(MONTH-DAY-YEAR)

and ending on 12/31/2006  
(MONTH-DAY-YEAR)

Amount of bond TWENTY FIVE THOUSAND \_\_\_\_\_ DOLLARS ( \$25,000)

Description of bond PUBLIC OFFICIAL SCHEDULE - POSITION

Premium: \$1,243.00 PREPAID: 12/31/2002 TO 12/31/2006

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 4, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430  
  
(903) 693-3831

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 850731

dated effective 01/01/1993  
(MONTH-DAY-YEAR)

on behalf of ROBERT GLEN ALLUMS  
(PRINCIPAL)

and in favor of SHERIFF OF PANOLA COUNTY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 01/01/2003  
(MONTH-DAY-YEAR)

and ending on 01/01/2004  
(MONTH-DAY-YEAR)

Amount of bond TWO THOUSAND \_\_\_\_\_ DOLLARS ( \$2,000)

Description of bond RESERVE DEPUTY

Premium: \$50.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 4, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

**American States  
Insurance**

A SAFECO Company

**CONTINUATION  
CERTIFICATE**

40-100-672

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 879378

dated effective 11/22/1993  
(MONTH-DAY-YEAR)

on behalf of CALVIN GULL PANOLA COUNTY COURTHOUSE  
(PRINCIPAL)

and in favor of SHERIFF OF PANOLA COUNTY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 12/31/2002  
(MONTH-DAY-YEAR)

and ending on 12/31/2003  
(MONTH-DAY-YEAR)

Amount of bond TWO THOUSAND \_\_\_\_\_ DOLLARS ( \$2,000)

Description of bond RESERVE DEPUTY

Premium: \$50.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 1, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY

PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President



Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831

**AMERICAN STATES INSURANCE COMPANY**

**Indianapolis, Indiana, Surety upon**

a certain Bond No. **EX 850737**

dated effective **01/01/1993**  
(MONTH-DAY-YEAR)

on behalf of **JOHN LEE WRIGHT JR**  
(PRINCIPAL)

and in favor of **SHERIFF OF PANOLA COUNTY**  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on **01/01/2003**  
(MONTH-DAY-YEAR)

and ending on **01/01/2004**  
(MONTH-DAY-YEAR)

Amount of bond **TWO THOUSAND** \_\_\_\_\_ **DOLLARS ( \$2,000)**

Description of bond **RESERVE DEPUTY**

Premium: **\$50.00**

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on **November 4, 2002**  
(MONTH-DAY-YEAR)

**AMERICAN STATES INSURANCE COMPANY**  
**PO Box 34526, Seattle, WA 98124-1526**

**1-888-844-2663**

By *Mike McGavick*  
**Mike McGavick - President**

Agent: **THE PATTERSON AGENCY**  
**PO BOX 430**  
**CARTHAGE, TX 75633-0430**

**(903) 693-3831**



**American States  
Insurance**

A SAFECO Company

**CONTINUATION  
CERTIFICATE**

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 850915

dated effective 01/01/1993  
(MONTH-DAY-YEAR)

on behalf of EDNA GOLD  
(PRINCIPAL)

and in favor of PANOLA COUNTY COMMISSIONERS COURT  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 01/01/2003  
(MONTH-DAY-YEAR)

and ending on 01/01/2004  
(MONTH-DAY-YEAR)

Amount of bond THREE THOUSAND \_\_\_\_\_ DOLLARS ( \$3,000)

Description of bond ASSISTANT WAREHOUSE SUPERVISOR

Premium: \$50.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 4, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY  
PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By Mike McGavick  
Mike McGavick - President

Agent: THE PATTERSON AGENCY  
PO BOX 430  
CARTHAGE, TX 75633-0430

(903) 693-3831



**PANOLA COUNTY SHERIFF'S STATE FORFEITURE FUND  
BUDGET FOR 2003**

**SOURCE OF REVENUES**

Cash Balance	35,918
<b>TOTAL</b>	<b>35,918</b>

**EXPENDITURES**

Juvenile Investigator	3,288
Social Security	252
Retirement	600
Workers Compensation	239
Unemployment Insurance	39
Cellular Phone	6,000
Conference, Dues, Lodging & Meals	2,000
Criminal Investigation	5,000
Body Armor	2,000
Film Processing	2,000
Grant Match/Narcotics Task Force	6,000
Grant Match/Local Law Enforcement	2,000
Special Response Team Clothing	1,500
Prevention	1,000
Supplies and Equipment	4,000
<b>TOTAL</b>	<b>35,918</b>

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

  
Jack Ellett, Panola County Sheriff

  
Date

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE APPROVED 5-1-25-02

John Landry  
County Judge

NAME

Joe Whitehead, Margaret Dye

POSITION:

Justice & Chief Deputies

DEPARTMENT:

Adm - Information & Auto

DATE:

11-12-02

CONFERENCE:

OACA Regional quarterly meeting

LOCATION:

Big Chickadee Visitors Center, Pineville, LA

DATES:

12-11-02 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1

Does the conference meet your educational requirements for the year?

NO

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

NONE

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

59 of 75 to be completed by 10-02

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

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

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.)

Discussions of current problems + upcoming legislative issues

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE APPROVED  
1-25-02

*John Cordray*  
County Judge

NAME: *Ms. Whitehead, Margaret*  
POSITION: *Deputy*  
DEPARTMENT: *Call - 11 alarm + Auto*  
DATE: *11-12-02*

CONFERENCE: *OACA Regional quarterly meeting*  
LOCATION: *Big Chickadee Center, Pine Mt. of Georgia*  
DATES: *12-11-02* to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? NONE

How much of your requirements have been met already, not counting this conference?  
59 of 75 hrs completed by 10-02

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

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

*Discussions of current problems + upcoming legislative issues*

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PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE APPROVED 1-25-02

*John Cordry*

NAME

*Jan Whitson, Margaret Dyer*

County Judge

POSITION:

*Judge & Chief Deputies*

DEPARTMENT:

*Adm - Information & Auto*

DATE:

*11-12-02*

CONFERENCE:

*JACA Regional quarterly meeting*

LOCATION:

*Big Chickadee Center, The N. of Kountze*

DATES:

*12-11-02 to*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

*1*

Does the conference meet your educational requirements for the year?

*NO*

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

*None*

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

*59 of 75 to be completed by 10-04*

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

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

*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.)

*Discussions of current problems + upcoming legislative issues*

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
11-25-02

*John Cordray*  
John Cordray,  
County Judge

NAME: David L. Anderson  
POSITION: County Judge Elect  
DEPARTMENT: County Judge  
DATE: Nov. 20, 2002

CONFERENCE: Prep School for New Officials  
LOCATION: Tyler, Texas  
DATES: 12-10-02 to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: N/A

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

40 Pacl 679

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

11-25-02

*John Cordray*

John Cordray,  
County Judge

NAME: David Anderson

POSITION: County Judge

DEPARTMENT: \_\_\_\_\_

DATE: 11-20-02

CONFERENCE: Orientation for Newly Elected Co. Judges/Commissioners

LOCATION: UT - Austin, TX

DATES: 1-6-02 to 1-10-02

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4 1/2

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

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

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

None

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
11-25-02

*John Cordray*  
John Cordray,  
County Judge

NAME: David Anderson  
POSITION: County Judge  
DEPARTMENT: \_\_\_\_\_  
DATE: 11-20-02

Vol

40 PAGE 681

CONFERENCE: TAC Judicial Orientation for New Judges  
LOCATION: Lubbock, TX  
DATES: 1-19-02 to 1-24-02

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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

If not, how much of your requirements will be met by this conference? 30 hrs.

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

How many days have you been away from your job this year for conferences, not counting this conference? 4 1/2

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.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
11-25-02

*John Cordray*  
John Cordray,  
County Judge

NAME:

Dale LaGrone

POSITION:

Commissioner Elect Precinct #4

DEPARTMENT:

Comissioner

DATE:

Nov. 20, 2002

CONFERENCE:

Prep School for New Officials

LOCATION:

Tyler, Texas

DATES:

12-10-02 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

N/A

Does the conference meet your educational requirements for the year?

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Panola County  
 25 Nov 2002  
 THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

08:09:48am

Open Invoices thru 11/25/02

PAGE 1

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 3073-A T & T WIRELESS R & B	\$178.36		\$0.00		\$ 178.36
* Due 2783-A T & T WIRELESS SERVICES	\$78.08		\$0.00		\$ 78.08
* Due 3400-A T & T WIRELESS SO	\$625.96		\$0.00		\$ 625.96
* Due 135-ALLTEL	\$12.63		\$0.00		\$ 12.63
* Due 1762-ANDY FAVORS	\$23.06		\$0.00		\$ 23.06
* Due 2833-AUTO EXPRESS LUBE	\$60.40		\$0.00		\$ 60.40
* Due 2161-AUTO GLASS EXPRESS	\$295.00		\$0.00		\$ 295.00
* Due 423-B & B LOCKSMITH	\$5.00		\$0.00		\$ 5.00
* Due 499-BASKIN'S HENDERSON	\$49.90		\$0.00		\$ 49.90
* Due 1635-BASKIN'S MARSHALL	\$74.85		\$0.00		\$ 74.85
* Due 230-BOB BARKER COMPANY INC	\$228.08		\$0.00		\$ 228.08
* Due 524-BOBBY J. PHILLIPS	\$500.00		\$0.00		\$ 500.00
* Due 2679-C & S TECHNICAL SERVICES	\$140.00		\$0.00		\$ 140.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

25 Nov 2002

PAGE 2

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3402-CARLOS TREE SERVICE	\$655.00			\$0.00			\$ 655.00
* Due 124-CARTHAGE AG & VET SUPPLY	\$75.47			\$0.00			\$ 75.47
* Due 2560-CARTHAGE DISCOUNT TIRE	\$151.85			\$0.00			\$ 151.85
* Due 8-CARTHAGE MACHINE AND WELDING	\$40.52			\$0.00			\$ 40.52
* Due 232-CENTRAL UNITED LIFE INSUR	\$630.07			\$0.00			\$ 630.07
* Due 753-CHEN-SERV INC.	\$156.85			\$0.00			\$ 156.85
* Due 1932-CHIEF SUPPLY INC	\$318.87			\$0.00			\$ 318.87
* Due 37-CITY OF CARTHAGE	\$44.00			\$0.00			\$ 44.00
* Due 1143-COMPLETE PRINTING & PUBL	\$418.04			\$0.00			\$ 418.04
* Due 256-COWLEY LOYD NICHOLS	\$1245.00			\$0.00			\$ 1245.00
* Due 3021-CONSECO HEALTH INSURANC	\$1554.75			\$0.00			\$ 1554.75
* Due 196-CONSECO SENIOR HEALTH INS	\$129.70			\$0.00			\$ 129.70
* Due 195-COREY BARKHEAD	\$1450.00			\$0.00			\$ 1450.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

25 Nov 2002

PAGE 3

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 2769-COX COMMUNICATIONS INC	\$19.95	___	\$0.00	___	\$ 19.95
* Due 452-DALLAS COUNTY TREASURER	\$1250.00	___	\$0.00	___	\$ 1250.00
* Due 192-DANKA OFFICE IMAGING CO	\$282.13	___	\$0.00	___	\$ 282.13
* Due 775-DAVID BROOKS	\$100.00	___	\$0.00	___	\$ 100.00
* Due 528-DAVID GRAY	\$15.00	___	\$0.00	___	\$ 15.00
* Due 2160-DELUXE BUSINESS FORMS	\$138.18	___	\$0.00	___	\$ 138.18
* Due 201-DR.KEITH KEELING	\$500.00	___	\$0.00	___	\$ 500.00
* Due 1376-DUANE PARKER	\$2000.00	___	\$0.00	___	\$ 2000.00
* Due 2001-ELECTION SYSTEMS & SOFT	\$1315.38	___	\$0.00	___	\$ 1315.38
* Due 2070-ENER RESOURCE PA ETNC CA	\$185.00	___	\$0.00	___	\$ 185.00
* Due 1012-ENVIRONMENTAL OIL RECOVER	\$35.00	___	\$0.00	___	\$ 35.00
* Due 2066-ETNC CARTHAGE	\$2643.45	___	\$0.00	___	\$ 2643.45
* Due 2566-FAMILY CONCEPTS LTD	\$728.95	___	\$0.00	___	\$ 728.95
* Due 1962-FARM PLAN	\$153.85	___	\$0.00	___	\$ 153.85

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 3394-FILES PLUS INC	\$7.00			\$0.00			\$ 7.00
* Due 2911-FISH & STILL EQUIPMENT C	\$756.77			\$0.00			\$ 756.77
* Due 816-FOLEY RENTALS INC.	\$145.00			\$0.00			\$ 145.00
* Due 53-FUTURE EQUIPMENT CO INC	\$143.31			\$0.00			\$ 143.31
* Due 320-BALL'S INC	\$245.79			\$0.00			\$ 245.79
* Due 07-GOVERNMENT RECORDS SERVICE	\$5238.77			\$0.00			\$ 5238.77
* Due 3401-HARRISON COUNTY CHILD WEL	\$62.73			\$0.00			\$ 62.73
* Due 2850-HARRISON COUNTY JUVENIL	\$5580.00			\$0.00			\$ 5580.00
* Due 370-HIGH POINT COMMUNICATIONS	\$17.92			\$0.00			\$ 17.92
* Due 1000-IKON OFFICE SOLUTIONS	\$225.29			\$0.00			\$ 225.29
* Due 930-J & L GEO SYSTEMS	\$125.00			\$0.00			\$ 125.00
* Due 2520-JOHN F. NIELSEN, M.D.	\$65.00			\$0.00			\$ 65.00
* Due 5-KEN TURNER PHARMACY	\$1531.63			\$0.00			\$ 1531.63

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

25 Nov 2002

PAGE 5

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2906-KIRBY SALES & SERVICE	\$1990.00			\$0.00			\$ 1990.00
* Due 309-LAGRONE CLEANERS	\$32.00			\$0.00			\$ 32.00
* Due 405-LARRY FIELOS	\$3900.00			\$0.00			\$ 3900.00
* Due 3111-LEXISNEXIS MATTHEW BEND	\$2196.00			\$0.00			\$ 2196.00
* Due 1244-LINDA ETHEREDGE	\$5.82			\$0.00			\$ 5.82
* Due 1066-LINDA POPE	\$12.48			\$0.00			\$ 12.48
* Due 3342-MEDICAL & PATHOLOGY LAB	\$30.00			\$0.00			\$ 30.00
* Due 425-MORRIS SANFORD JR.	\$2200.00			\$0.00			\$ 2200.00
* Due 2148-MORRISON SUPPLY COMPANY	\$306.00			\$0.00			\$ 306.00
* Due 2465-NATIONAL DISTRICT ATTORNEY	\$155.00	I	M	\$0.00			\$ 155.00
* Due 3202-OLNSTED-KIRK PAPER COMP	\$298.20			\$0.00			\$ 298.20
* Due 777-OVERHEAD DOOR COMPANY OF T	\$79.00	6		\$0.00			\$ 79.00
* Due 3316-PANELA WORTHINGTON	\$500.00			\$0.00			\$ 500.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

25 Nov 2002

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	Gross Amount	Req. Req.	Discount Req.	Req.	Net Amt.....
* Due 1560-PANOLA COUNTY CLERK	\$44.00		\$0.00		\$ 44.00
* Due 737-PANOLA POST/WATCHMAN	\$686.70		\$0.00		\$ 686.70
* Due 3269-PATRICE SAVAGE	\$550.00		\$0.00		\$ 550.00
* Due 412-QUILL CORPORATION	\$99.99		\$0.00		\$ 99.99
* Due 60-R & J'S CUSTOM EXHAUST & RU\$12.50	0		\$0.00		\$ 12.50
* Due 1824-RESERVE ACCOUNT	\$10000.00		\$0.00		\$ 10000.00
* Due 523-RICK MCPHERSON	\$250.00		\$0.00		\$ 250.00
* Due 904-ROBERT SHERMAN	\$500.00		\$0.00		\$ 500.00
* Due 9-ROSS CARTHAGE CIT60	\$21.00		\$0.00		\$ 21.00
* Due 189-SBC SOUTHWESTERN BELL TEL\$165.75	0		\$0.00		\$ 165.75
* Due 31-SCOTT-NERRINAN, INC.	\$242.67		\$0.00		\$ 242.67
* Due 3363-SHELBY COUNTY TREASURER\$2560.00			\$0.00		\$ 2560.00
* Due 198-SHEMANDOAH LIFE INSURANCE\$1109.62			\$0.00		\$ 1109.62
* Due 1674-STAT INC	\$175.00		\$0.00		\$ 175.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 11/25/02

25 Nov 2002

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	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 2711-STEPHEN C. MAHAFFEY	\$1350.00	_____	\$0.00	_____	\$ 1350.00
* Due 3276-STEPHEN SMITH	\$250.00	_____	\$0.00	_____	\$ 250.00
* Due 3219-STUDIO 23	\$20.25	_____	\$0.00	_____	\$ 20.25
* Due 2959-SUZZANE W. BLAKE MD	\$460.00	_____	\$0.00	_____	\$ 460.00
* Due 65-SWEPCO	\$1667.54	_____	\$0.00	_____	\$ 1667.54
* Due 29-TED'S SAW SHOP	\$113.47	_____	\$0.00	_____	\$ 113.47
* Due 2960-TERRY W. BLAKE PA-C	\$125.00	_____	\$0.00	_____	\$ 125.00
* Due 1090-TEXAS FILTER SERVICE INC	\$355.00	_____	\$0.00	_____	\$ 355.00
* Due 3034-TEXAS SCHOOL ASSESSORS AS	\$35.00	_____	\$0.00	_____	\$ 35.00
* Due 3399-TEXAS TRAUMA & EMERGENCY	\$483.00	_____	\$0.00	_____	\$ 483.00
* Due 1904-THE COMPUTER SHOP	\$619.00	_____	\$0.00	_____	\$ 619.00
* Due 915-THE DAILY SENTINEL	\$101.28	_____	\$0.00	_____	\$ 101.28
* Due 1626-TINA ANDERS CAMPBELL CSR	\$180.00	_____	\$0.00	_____	\$ 180.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
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PAGE 8

	Gross Amount	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 660-U. S. POSTMASTER	\$68.00		\$0.00		\$ 68.00
* Due 253-UNIVERSAL TIME EQUIPMENT	\$1162.70		\$0.00		\$ 1162.70
* Due 1650-USPS DISBURSING OFFICER	\$230.00		\$0.00		\$ 230.00
* Due 2849-VIARNA CHESHIRE	\$685.95		\$0.00		\$ 685.95
* Due 91-VIKING OFFICE PRODUCTS	\$40.34		\$0.00		\$ 40.34
* Due 3398-WALMART COMMUNITY RAO	\$47.15		\$0.00		\$ 47.15
* Due 2722-WALTER VIVALDI	\$250.00		\$0.00		\$ 250.00
* Due 2533-WEST GROUP	\$1289.66		\$0.00		\$ 1289.66
* Due 1834-WHITAKER PLUMBING	\$60.00		\$0.00		\$ 60.00
* Due 149-WHOLESALE SUPPLY INC	\$90.00		\$0.00		\$ 90.00
* Due 1291-WORTHINGTON PLUMBING CO	\$210.00		\$0.00		\$ 210.00
* Due 64-XEROX CORPORATION.	\$197.53		\$0.00		\$ 197.53
Totals	\$70785.94		\$0.00		\$ 70785.94

227 records listed.

ORDER GIVING CONSENT TO A PROJECT FOR  
EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended (the "Act"), authorizes and empowers HFDC of Central Texas, Inc. (the "Issuer") on behalf of the City of Hubbard, Texas (the "Issuing Unit"), to finance the acquisition of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Section 221.030(a)(1) of the Act provides that the Issuer may provide for the financing and refinancing of one or more such health facilities located outside the limits of the Issuing Unit with the consent of every city, county and hospital district within which such health facility is or is to be located; and

WHEREAS, the Issuer will finance the acquisition of certain hospital equipment (the "Project") in a maximum principal amount of \$16,000,000 from General Electric Capital Corporation, and will provide financing to East Texas Medical Center Regional Healthcare System (the "Hospital") for the acquisition of the Project; and

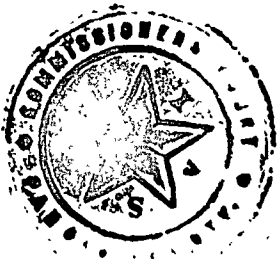
WHEREAS, the Project will be located at the Hospital's facilities at 409 Cottage Road in Carthage, Texas within Panola County, Texas (the "County") and is located outside the limits of the Issuing Unit;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS THAT:

Section 1. The County hereby consents to the financing by the Issuer of the Project as provided by Section 221.030(a)(1) of the Act and approves the financing in a maximum principal amount of \$16,000,000 as required by Section 147(f) of the Internal Revenue Code of 1986; provided that the County shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Order shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this 25<sup>th</sup> day of November, 2002.



*John Cordray*  
County Judge

40<sup>ACT</sup> 692

# Elevator Maintenance Agreement.

WIT

To: Fred Hightower  
110 South Sycamore  
Carthage, TX 75633

(Hereinafter Purchaser)

For: Panola County Courthouse  
110 South Sycamore  
Carthage, TX 75633

By: ThyssenKrupp Elevator  
100 E. Ferguson Suite 1103  
Tyler, TX 75702  
903-533-8844

## UNITS TO BE MAINTAINED

Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of Stops
One (1)	Dover	Hydraulic	FE-2817	Three (3)

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

**ThyssenKrupp Elevator**



**Dependable maintenance.**

ThyssenKrupp Elevator will perform the following services:

Examine the elevator equipment for optimum operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize the elevator's performance and safe operation.

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other considerations" section for items not covered.

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins (only if box is checked). We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

**By highly-trained ThyssenKrupp Elevator professionals.**

ThyssenKrupp Elevator-employed and supervised elevator technicians, who are among the most trusted in the industry, will provide all maintenance courteously and

dependably. Our elevator technicians receive ongoing training in general equipment development as well as advancements made to your specific elevators.

**With assurance of the ThyssenKrupp Elevator standard of quality.**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored throughout North America in ThyssenKrupp Elevator facilities, and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator.

**In a timely and responsive manner.**

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). We will respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or emergency entrapments. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed based on the checked option below:

Callbacks outside of normal business hours will be billed at standard overtime

rate. You agree to pay for travel time for any overtime service.

On callbacks outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

On all callbacks, we will absorb overtime premium expenses.

In the event a problem occurs between visits, our technicians will respond promptly. You can reach us at our local office or you may call our national dispatch network at 1-800-364-9303. A trained representative will handle your call quickly and professionally.

**At a reasonable cost.**

The price for the services as stated in this agreement shall be One hundred forty four Dollars (\$144.00) per month, excluding taxes, payable quarterly in advance. Non-payment by the Purchaser of any monies owing under this agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law. Time is of the essence.

~~This agreement is effective for one (1) years starting January 10, 2003 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.~~

**Early Payment Discount.** If you pay in advance for twelve (12) months of service on the units covered in this agreement, you may take a 3% discount from the annual price.

**Special conditions.**

Annual QEI inspection is included

Routine examinations will be performed bi-monthly

All travel time on callbacks will be billed at our normal billing rates.

Contract will expire on January 9, 2004

**Your responsibilities.**

**Product information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F

maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

**Other considerations.**

**Items not covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

~~Annual price adjustments. As the costs we incur for providing elevator service increase~~

~~and decrease annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance.~~

Pricing may also increase or decrease in the event the equipment is modified from its present state.

**Overdue invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service.

**Non-performance.** "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you.

**Other conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond

## Elevator Maintenance Agreement

our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made.

We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in ~~DeSoto~~ County, Texas.

PANOLA

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or

any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

## Acceptance.

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

ThyssenKrupp Elevator Corporation:

By: William Bell  
(Signature of ThyssenKrupp Elevator Representative)

William Bell, Sales Representative

903-533-8844

Date: November 12, 2002

PANOLA COUNTY COURTHOUSE

By: John Cordray  
(Signature of Authorized Individual)

John Cordray  
(Printed or Typed Name)

Title: County Judge

Date: 11-25-02

ThyssenKrupp Elevator Approval:

By: William Bell

Title: Branch Manager

Date: 11-25-02

**FIRE & SAFETY EQUIPMENT**

1087 CR 3031

CARTHAGE, TX 75633

903-693-8292

This is a contract for services rendered from Jan. 1, 2003 - Jan. 1, 2004 from Fire & Safety Equipment for Panola County Courthouse, Carthage, TX 75633.

The following are prices for fire extinguisher services:

Annual recertification of extinguisher \$3.00 each

Recharges of fire extinguishers

2 1/2# ABC dry chemical extinguishers \$9.00 each

5# ABC dry chemical extinguishers \$10.85 each

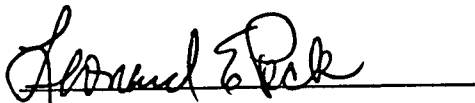
Hydro-static test from 2 1/2# - 20 # \$16.00 each

Work to be performed during normal business hours of Monday thru Friday 8 am to 5 pm.

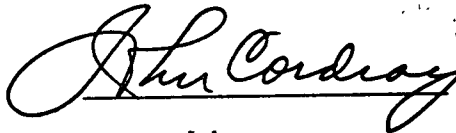
This is a binding agreement between Fire & Safety Equipment and Panola County Courthouse.

Date:

11-25-02



Leonard E. Peck



Judge

**TEXAS FILTER SERVICE, INC.**

viii

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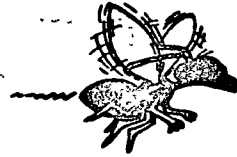
**HVAC FILTER MAINTENANCE CONTRACT****PANOLA COUNTY COURTHOUSE  
CARTHAGE, TX 75633****November 05, 2002****ATT: FRED HIGHTOWER  
MAINTENANCE DEPT.****THIS MAINTENANCE CONTRACT IS FOR THE PERIOD COMMENCING  
JANUARY 1, 2003 AND ENDING DECEMBER 31, 2003.**

- 1. WE WILL BE RESPONSIBLE FOR ALL OF THE HVAC AIR FILTER REPLACEMENT FOR THE COURTHOUSE AND PROBATION ANNEX, JAIL AND JAIL ANNEX.**
- 2. WE WILL USE A HIGH EFFICIENT DUAL LAYERED POLYESTER FILTER MEDIA.**
- 3. THE SERVICE PERSONNEL WILL BE IN UNIFORM AND WILL CHECK IN BEFORE AND AFTER THE SERVICE IS PERFORMED.**
- 4. WE WILL HAVE YOUR AUTHORIZED STAFF SIGN AND DATE THE SERVICE INVOICE AFTER COMPLETION, AND A COPY WILL BE LEFT WITH YOU.**

**PRICE IS AS FOLLOWS:****COURTHOUSE AND PROBATION ANNEX = \$175.00 PER SERVICE.  
JAIL AND ANNEX = \$90.00 PER SERVICE.  
THESE PRICES ARE BASED ON A REGULAR SCHEDULED FOUR (4) WEEK SERVICE CYCLE.****BOTH PARTIES PLEASE ALLOW A THIRTY-DAY WRITTEN NOTICE OF ANY CHANGES.****THANK YOU:****DAVE ROBINSON***Approved 11-25-02**John Cordray  
County Judge*

# ANTI-PEST COMPANY, INC.

P.O. Box 4266, Shreveport, LA 71134-0266  
1301 Youree Drive, Shreveport, LA 71101  
(318) 221-6181 or (800)833-6401



## Commercial Service Agreement

Customer: Panola County Courthouse

Date: January 1, 2003

Billing Address: Room 213 A Courthouse Annex

Phone: 903-693-0391

City/State: Carthage, TX      Zip: 75633

Fax Number:

Address to be Serviced: 110 S. Sycamore St.

Type of Service: Once per Month Anti-Pest will treat the Courthouse, Jail and Juvenile Probation Offices for the Control of Roaches, Rats, Mice and Common Ants.

Scheduled Service Day: 3<sup>rd</sup> Friday each month    Time: 8:00

Minimum Length of This Service Agreement: 12 (Months)

Note: Anti-Pest will continue treating the property on the regular scheduled service day after the minimum length of this service agreement has been fulfilled unless written notice has been received by our office telling us to discontinue service after the minimum period has been fulfilled.

Pests Covered in this Agreement:

Note: Only the pests listed above shall be controlled for the price quoted in this agreement. Other pests can be treated by the Anti-Pest Company for an additional charge.

Price: Initial Treatment    \$ 126.00

Regularly scheduled treatments    \$ 126.00 each

Note: Anti-Pest will provide one treatment for each service period specified above, should additional treatments for any of the pests covered in this agreement be necessary between regularly scheduled services, Anti-Pest will provide these treatments at no charge.

Areas of Property Covered by this Agreement: Courthouse, Jail and Probation Offices

How did you learn about Anti-Pest? Current Customer of Anti-Pest

Anti-Pest Representative: Jamod Horton Rt.      Customer Signature: [Signature]



**ELECTION**  
SYSTEMS & SOFTWARE

VOL 40 PAGE 699  
Eric A. Anderson  
General Counsel

**NOTICE OF TERMINATION**

November 19, 2002

**VIA FACSIMILE (903) 693-2726**  
**AND U.S. MAIL**

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

**RE: System Maintenance Agreement, dated January 8, 2001**

Dear Judge Cordray:

In accordance with Section 4 of the above-referenced Agreement, a copy of which is enclosed for your reference, notice is hereby given by Election Systems & Software, Inc. ("ES&S"), of its election to terminate the Agreement as of January 8, 2003.

As discussed with, and agreed upon by, Sidney Burns, ES&S and the County will be entering into a new Hardware Maintenance Service Agreement ("HMA"), effective January 8, 2003, a copy of which is also enclosed for your reference.

If you have any questions regarding this Notice of Termination or the terms of the new HMA, please do not hesitate to contact the undersigned. Thank you.

Very truly yours,

Eric A. Anderson

Enclosures

cc: **Mona Haremza**  
Notice of Termination 11-19-02

**"Better Elections Every Day"**

11208 John Galt Boulevard, Omaha, Nebraska 68137-2364 USA  
PHONE: (402) 593-0101 • Toll Free: 1 (800) 247-8683 • FAX: (402) 593-8107  
Equal Opportunity Employer/Affirmative Action Employer  
[www.esvote.com](http://www.esvote.com)

**SYSTEM MAINTENANCE AGREEMENT**

1. **Services.** Subject to the terms and conditions of this Exhibit B, ES&S shall provide the following to Customer:
  - The Routine Maintenance Services and Remedial Maintenance Services described in Section 2 below with respect to the products listed on Addendum 1 (the "Products") (collectively the "Maintenance Services").
  - Product Parts Only, as described in Section 3.
2. **Maintenance Services.** If Customer elects to receive Maintenance Services pursuant to Section 1 above, such Maintenance Services shall be subject to the following terms and conditions:

a. **Inspection.** If Customer has owned or rented the Products for at least 12 months prior to the Commencement Date (as defined in Section 4 below) and ES&S has not provided regular maintenance for the Products during such time, ES&S may require Customer to allow it to inspect the Products before it provides any Maintenance Services therefor. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection is \$1000 and shall be due from Customer within 30 days of its receipt of ES&S' invoice therefor. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such Product(s) to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements and with respect to ES&S' Out-Of-Pocket Expenses, or (ii) shall not provide any Maintenance Services with respect to such Product(s). For purposes of this Exhibit B, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("Representatives") who are required to travel to Customer's Designated Location to provide services.

b. **Routine Maintenance.** Following the inspection described in subsection 2(a), if any, an ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once during each 12 month period (if the Term of this Exhibit B is one year) or twice during any 24 month period (if the Term of this Exhibit B is two years). Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to one or more Products. Customer shall notify ES&S at least 40 days prior to the date on which it desires to receive Routine Maintenance Services, and ES&S shall use reasonable efforts to provide the Routine Maintenance Services on or about such date, subject to its duty to provide previously-scheduled Routine Maintenance Services to other customers. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on Addendum 1. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

<b>First Routine Maintenance Visit / 1 per fiscal year</b>	<b>No charge</b>
<b>Additional Routine Maintenance Visits / per fiscal year</b>	
<b>Each additional Visit</b>	<b>\$450.00 per machine</b>

d. **Remedial Maintenance.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Section 2(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location. Customer acknowledges that Product(s) identified on Addendum 1 as "depot repair only" may only be repaired at a Depot.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product due to repairs or alterations to, or the transportation of, such Product in a manner which has not been approved by ES&S, accidents, disaster, theft, vandalism, neglect, abuse, use for a purpose other than the purpose for which such Product was designed or use not in accordance with instructions furnished by ES&S, the use of the Product by persons other than Customer's employees or persons under Customer's direct supervision, or the use of the Product in a site or with equipment, software or ballot code stock not meeting the specifications of ES&S, as previously provided to Customer, or if Customer fails to promptly notify ES&S that any Product is in need of Maintenance Services, ES&S shall provide Remedial Maintenance Services for the Product at Customer's expense. All such Remedial Maintenance Services shall be performed at Customer's

Election Systems & Software, Inc.

Designated Location except for "depot repair only" Products. Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

- iii. Timing. The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services which are provided within hours after Customer notifies ES&S of the need therefor), Customer shall pay a surcharge, as set forth on Addendum 1.
- e. Loaner Unit. At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product which is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Section 2(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates.
- f. Exclusions. ES&S has no obligation under this Exhibit B to repair or replace Product components which are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries or removable memory. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense which is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (i) that portion of the most recent fee paid for Maintenance Services which is attributable to such Product, multiplied by (ii) a fraction, the numerator of which is the remaining number of days in the Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Term or renewal period.
- g. Sole Provider; Access. For so long as Customer is eligible to receive Maintenance Services, Customer shall not permit any individual other than ES&S' Representatives to repair or replace any Product or component thereof without ES&S' prior written consent. Customer shall provide ES&S' Representatives with all information necessary to enable them to provide Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.
3. Product Parts Only. If Customer has elected in Section 1 to receive Product Parts Only and not to receive Maintenance Services, it shall notify ES&S when it desires parts. When ES&S receives such notice, it shall promptly ship such parts to Customer at its own expense and shall bear all risk of loss or damage to the parts until they are delivered to the Designated Location. Customer is responsible for installing the parts. All replaced parts are the property of ES&S, and Customer shall ship them to ES&S at its own expense and bear all risk of loss or additional damage until they are delivered to ES&S. All parts shall be supplied by ES&S to Customer subject to their availability at such time, and pursuant to the most recent list of available parts published by ES&S. All parts shall be either (a) new standard parts, or (b) certified rebuilt parts which are of a quality sufficient to enable the Products to operate, assuming they are otherwise in Normal Working Condition. At ES&S' request, Customer shall store a reasonable number of parts for the Products at its Designated Location.
4. Term; Termination. This Exhibit B shall be in effect from the date it is executed (the "Commencement Date") until the 2nd anniversary thereof (the "Term"). The Term shall automatically renew for an unlimited number of successive 2 year periods until this Exhibit B is terminated by the first to occur of (a) either party's election to terminate it on any renewal date, which shall be signified by giving notice of such election to the other party no less than 30 days prior to the renewal date, (b) Customer's election to terminate it at any time, which shall be given at least 60 days prior to the termination date, (c) the date which is 30 days after either party notifies the other that it has materially breached this Exhibit B, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), or (d) the date which is 60 days after Customer fails to pay any amount due to ES&S under this Exhibit B. The termination of this Exhibit B shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder.
5. Fees. In consideration for ES&S' agreement to provide Maintenance Services or Product Parts Only under this Exhibit B, Customer shall pay to ES&S a fee for the initial Term and each renewal period. Such fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit B. The fee for the initial Term is set forth on Addendum 1 and is due immediately following the execution of this Exhibit B. In its sole discretion, ES&S may increase the fee for a renewal period by notifying Customer no later than 60 days before the commencement of such renewal period. The fee for any renewal period shall be due and payable no later than 30 days prior to the beginning of such renewal period.
6. Warranty. ALL PRODUCTS AND SERVICES DESCRIBED HEREIN SHALL BE PROVIDED ON AN "AS-IS" BASIS.
7. Obligations of ES&S. ES&S' sole obligation to Customer under this Exhibit B (and Customer's sole remedy in the event of any breach by ES&S of this Exhibit B) is to provide (and receive) the Maintenance Services or Product Parts Only in accordance with the provisions hereof.

40 PAGE 702

By their execution of this Exhibit B, the parties agree to its terms and conditions and further agree that it is made a part of, and is subject to the terms and conditions of, that certain Master Purchase Agreement executed by them effective ~~October 1, 2001~~ April 26, 1999

ELECTION SYSTEMS & SOFTWARE, INC.

Panola, TX

Signature Mona Haremza

Name (Printed or Typed)  
Mona Haremza

Field Service Rep.  
Title

December 27, 2000

Date

Signature John Cordray

Name (Printed or Typed)  
John Cordray

County Judge  
Title

January 8, 2001

Date

We accept the Extended Warranty Option and agree that we will be billed annually according to the agreed upon terms in the amount of \$1,750.00. Panola County reserves unto itself the right to withdraw from this contract at the end of any budget year without reason and without recourse by American Information Systems, Inc. in compliance with the Texas Constitution.

Addendum 1

DESCRIPTION OF PRODUCTS

Quantity	Description (Note: *** indicates Depot Repair Only Products)	Maintenance Fee Per Unit ("N/A" if Product Parts Only Provided)	Maintenance Fee In Total ("N/A" if Product Parts Only Provided)	Product Parts Only Fee ("N/A" if Maintenance Services Provided)
1	115 machine serial number 2121	3500.00	3500.00	
	Total Fees Due For Initial Term		3500.00	

Customer's Designated Location: \_\_\_\_\_

Location of Services:

- Customer's Designated Location
- Depot

ELECTION SYSTEMS & SOFTWARE, INC.  
POST WARRANTY  
HARDWARE MAINTENANCE SERVICE AGREEMENT

THIS HARDWARE MAINTENANCE SERVICE AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, Inc., a Delaware corporation ("ES&S") and Panola County ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment described on Attachment 1 (the "Hardware"), and Customer now desires to obtain preventative and remedial maintenance services for the Hardware.
  - B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

January 08  
JC

1. Term; Termination. This Agreement shall be in effect for a one year period beginning on ~~January 07, 2003~~, (the "Hardware Maintenance Term"). The Hardware Maintenance Term shall automatically renew for an unlimited number of successive one year periods until this Agreement is terminated by the first to occur of (a) Customer's election to terminate it at any time, which shall be given at least 60 days prior to the termination date, (b) the date which is 30 days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), which will require no notice), or (c) the date which is 30 days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder.

2. Services. Subject to the terms and conditions of this Agreement, ES&S shall provide to Customer the Routine Maintenance Services and Remedial Maintenance Services described in Section 3 with respect to the Hardware (collectively the "Hardware Maintenance Services").

3. Maintenance Services. Hardware Maintenance Services shall be subject to the following terms and conditions:

a. Inspection. If Customer has not received maintenance services from ES&S for any item of Hardware during the 12 months immediately preceding the effective date of this Agreement, ES&S may require Customer to allow it to inspect such Hardware before it provides any Hardware Maintenance Services therefor. The purpose of such inspection shall be to determine whether or not the item of Hardware is fit for the ordinary purpose for which it is to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate and shall be due from Customer within 30 days of receipt of ES&S' invoice therefor. If such item is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements and with respect to ES&S' Out-Of-Pocket Expenses, or (ii) shall not provide any Hardware Maintenance Services with respect to such item of Hardware. For purposes of this Agreement, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Hardware in Normal Working Condition ("Routine Maintenance Services") once each 12 months during the Hardware Maintenance Term or any renewal thereof. Customer may request that Routine Maintenance Services be performed more than once during any such 12-month period. Any such request shall be made at least 60 days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within 30 days after invoice date. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Hardware. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on Attachment 1. Customer shall pay all costs associated with shipping Hardware to a Depot, including insurance.

c. **Remedial Maintenance Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any item of Hardware while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 3(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more items of Hardware at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that the Hardware identified on Attachment 1 as "depot repair only" may only be repaired at a Depot.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any item of Hardware due to (1) repairs, changes, modifications or alterations to such Hardware which are not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use which is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including natural disaster, fire, flood, unusually severe weather or Acts of God, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. **Timing.** The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services which are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request, ES&S shall use reasonable efforts to promptly make Hardware available to Customer which is the same as, or substantially similar to, the item of Hardware for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 3(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. **Exclusions.** ES&S has no obligation under this Agreement to (i) repair or replace Hardware components which are consumed in the normal course of operating the Hardware, including printer ribbons, paper rolls, battenes, removable memory packs, cancellation stamps, ink pads or red stripe pens, or (ii) repair any item of Hardware from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any item of Hardware is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense which is less than the then-current value of such item. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such item of Hardware. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services which is attributable to such item of Hardware, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Hardware Maintenance Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Hardware Maintenance Term.

e. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Hardware for so long as a Hardware Maintenance Term is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Hardware and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** Customer shall properly store the Hardware when it is not in use.

4. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services under this Agreement, Customer shall pay to ES&S a fee for the initial Hardware Maintenance Term and each renewal period. Such fee shall be in addition to any fees or charges separately referred to in any Section of this Agreement. The fee for the initial Hardware Maintenance Term is set forth on Attachment 1 and is due on the effective date of this Agreement. ES&S may increase the fee for a renewal period by not more than 5% of the amount of the most recent fee paid by Customer. ES&S shall notify Customer of such increase no later than 60 days before the commencement of such renewal period. The fee for any renewal period shall be due and payable no later than 30 days prior to the beginning of such renewal period.

5. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 5, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

6. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Any action by Customer against ES&S shall be commenced within 1 year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance Services.

7. **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Entire Agreement.** This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.

10. **Counterparts; Execution By Facsimile.** - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC.  
 11208 John Galt Boulevard  
 Omaha, NE 68137  
 Fax No.: (402) 970-1276

PANOLA COUNTY  
 Panola County Courthouse  
 Room 110  
 Carthage, TX 75633  
 Fax No.: 903-693-2726

Thomas F. O'Brien  
 Signature

John Cordray  
 Signature

Thomas F. O'Brien  
 Name (Printed or Typed)

John Cordray  
 Name (Printed or Typed)

CFO  
 Title

County Judge  
 Title

10-9-02  
 Date

11-25-02  
 Date

Attachment 1  
 DESCRIPTION OF HARDWARE

Quantity	Description	Initial Maintenance Fee Per Unit	Initial Maintenance Fee in Total
1	115	\$1,837.00	\$1,837.00

Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a year:

Description	Fee Per Un
115	\$1010.35

Surcharge for Emergency Remedial Maintenance Services:

Description	Fee Per Unit
115	\$2,755.50

Location of Services:

- Customer's Designated Location  
 Depot

**Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P.**

1700 Frost Bank Plaza

816 Congress Avenue

Austin, Texas 78701-2448

(512)472-8021

Fax (512)820-5638

www.bickerstaff.com

October 21, 2002

**Judges and Commissioners of Counties  
adversely affected by the Reforestation Act**

**Re: Legislative Services**

**Dear Judges and Commissioners:**

We are proposing that Timber producing counties join a Coalition of counties adversely affected by the Reforestation Act. This letter will confirm an agreement that the firm of Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P. will represent the Coalition of Timber Counties ("Timber" or "Coalition Counties") in connection with the attached legislative proposal.

To provide you a full range of legislative consulting services, we propose a flat rate of \$7,500 per month, to include all fees and expenses, starting November 1 and continuing through June 30, 2003. Participating counties will pay a proportionate share of the fee.

In general the contract will cover attendance at relevant committee meetings, individual meetings with legislators, receptions and other special events as needed. It will also cover tracking of proposed legislation.

Specifically, this contract will include the development of a plan to prioritize contacts with legislative leadership and individual legislators. The plan will include assistance with the development of strategic positions and arguments related to proposed amendments to the Reforestation Act. The contract also includes written memos and analyses of various types of documents as needed to keep you informed. Should an analysis require more extensive legislative work or legal review or research, I will, with your prior written approval, coordinate that effort within the firm consistent with your directives and desires.

Although we do not anticipate that legal research will be needed, if necessary, it will be provided under the firm's hourly rate structure and will include expenses. For example, the firm has major experience in the area of State and Local Taxation. The benefits of having legal resources easily available may be significant given the nature of the issue with which you are concerned. We propose to perform the legal services at our hourly rates and without a retainer. Attorneys primarily responsible for this matter are Myra A. McDaniel, Manuel O. Méndez, Penny Redington, John Donisi, and Charlotte Harper. For general counsel work, partner rates are \$190 per hour. For more

Judges and Commissioners  
October 21, 2002  
Page 2

complex matters, requiring more specialized experience, partner rates increase to between \$195 and \$250 per hour. Associates are billed at rates ranging from \$100 to \$175 per hour, depending on experience. The time of briefing clerks will be billed at \$50.00 per hour and of paralegals will be billed at \$60.00 to \$65.00 per hour. In addition, costs may be sent to you for direct payment, and out-of-pocket expenses and charges, such as xerox, long distance telephone, federal express, travel expenses, fax, etc. will be submitted to you for reimbursement. These expenses will be itemized and the billings for attorneys and clerks will be itemized by individual, time increments and task.

Our billing period begins on the 16th of the month and ends on the 15th of the following month. We generally mail statements before the end of each month. Our bills are due upon receipt and we anticipate the bill will be paid within sixty (60) days. If the billing is not paid within sixty (60) days, interest will be charged at the rate of one percent (1%) per month on any unpaid balances.

For your convenience we are including a resolution, which should be adopted by those counties willing to participate in this Coalition.

If this arrangement is acceptable to you, please sign the duplicate original provided herein and return it to us for our records. We look forward to working with you.

Sincerely,

  
Myra A. McDaniel

MAM/cg

APPROVED:

\_\_\_\_\_

By: \_\_\_\_\_, County Judge

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

No. \_\_\_\_\_

**RESOLUTION TO PARTICIPATE IN TEXAS  
TIMBER COUNTIES' COALITON**

WHEREAS, on June 18, 1999, the State of Texas enacted the Texas Reforestation and Conservation Act of 1999, ("Reforestation Act"), to be effective September 1, 1999; and

WHEREAS, the Reforestation Act was intended to encourage Texas timberland owners to invest in reforestation after harvest and further to encourage timberland investment by making special property tax exemptions available to landowners; and

WHEREAS, the adverse fiscal impact of the Reforestation Act on the tax base of certain timber-producing counties far exceeds that anticipated or projected by the Fiscal Note accompanying the Act; and

WHEREAS, the method of valuing timber land provided for in the Reforestation Act has a disastrous cumulative effect in that such land is now taxed at one-half its appraised value, and when harvested and replanted, is further reduced in value by one-half, said reduction in value continuing in effect for 10 years; and

WHEREAS, representatives of Texas timber producing counties have met and agreed to form the Texas Timber Counties' Coalition to jointly pursue an effort to address the inequities of the Reforestation Act; and

WHEREAS, the Interlocal Cooperation Act, (TEX. GOV. CODE, Chapter 791) authorizes counties and other political subdivisions to contract or agree to perform governmental functions and services, including administrative functions and other governmental functions in which the contracting parties are mutually interested; and

NOW, THEREFORE, BE IT RESOLVED, that this Commissioners Court on behalf of this county hereby acts pursuant to the Interlocal Cooperation Act and its authority elsewhere under state law to join with other counties in Texas to protect its interests relative to the Reforestation Act and to create a fund to support the legislative and legal representation of said county interests;

1

AND BE IT FURTHER RESOLVED, that this Court agrees that the Deep East Texas Council of Governments shall (1) serve as administrator for this aforementioned fund and, (2) create and maintain a separate account for the specific purpose of supporting the representation of county interests relative to the Reforestation Act, and (3) make dispersals from the account to that end;

AND BE IT FURTHER RESOLVED, that this Court hereby joins with other Texas Counties in the Texas Timber Counties' Coalition and commits to the appropriation of sufficient funds to participate in the joint legislative and legal undertaking to protect the county's interests relative to the Reforestation Act.

READ AND ADOPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_ County

\_\_\_\_\_ County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

\_\_\_\_\_  
Commissioner, Precinct 2

\_\_\_\_\_  
Commissioner, Precinct 3

\_\_\_\_\_  
Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
County Clerk

2

RECORDED \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2003

MICKEY DORMAN, COUNTY CLERK, P. C. T. Mickey Dorman