

JUN 9 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Lalona White DEPUTY

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

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 13TH DAY OF JUNE, 2005, 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 Clint Collins as a Truck Driver with the Panola County Road and Bridge Department, Precinct #4, effective May 23, 2005.
- b. To record the termination of Misty Kay, Licensed Chemical Dependency Counselor for the 123rd Judicial District Drug Court, effective June 10, 2005.

ROAD & BRIDGE

- a. To accept and record a donation of \$1,809.50 from ARB, Inc. to Panola County for Panola County Road #302.
- b. To authorize the County Auditor to advertise for sealed bids for the purchase of a Brush Axe and Tractor for use by the Panola County Road and Bridge Department. Bids to be opened July 11, 2005 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- c. To approve and record a request by Comstock Oil and Gas, LP to cross under Panola County Road #248 with a 3" line.
- d. To approve and record a request by Pierce Construction, Inc. to cross under Panola County Road #173 with a 4" gas pipeline.
- e. To approve and record a request by Pierce Construction, Inc. to cross under Panola County Road #175 with a 4" gas pipeline.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of May, 2005.
- b. To record a copy of Form 2046 with regards to renewal of Child Welfare Board Contract between Panola County and Texas Department of Family and Protective Services.
- c. To ratify and record a Monitoring/Maintenance/Lease Agreement between East Texas Alarm, Inc. and Panola County for Fire Alarm System.
- d. To approve and record 2005 Budget Amendment No. 6.
- e. To authorize the County Judge to advertise for sealed bids for the replacement of the roof at the Sammy Brown Library. Bids to be opened July 11, 2005 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas.

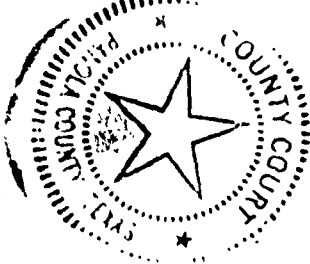
REQUESTS FOR CONFERENCE ATTENDANCE

- 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 Treasurer Gloria Portman; and Panola County 1st Assistant County Auditor Stephanie Price; 123rd Judicial District Adult Drug Court Supervision Officer Tammy Mitchum; 123rd Judicial District Adult Drug Court Supervision Officer Cynthia Davis (2); and Panola County Sheriff's Department Sergeant Sarah Fields.

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 approving an increase to \$11.25 per hour for Kim Goodwin, Panola County Road and Bridge Department Secretary, effective June 14, 2005.
7. To discuss and act upon approving an increase to \$9.61 per hour for Curtis Pipkins, Panola County Road and Bridge Department Truck Driver, Precinct #1, effective June 14, 2005.

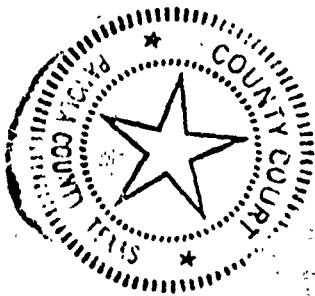
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 9TH DAY OF JUNE, 2005 AT 2:20 O'CLOCK P.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Lavera White, Deputy

I, MICKEY DORMAN, 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 9TH DAY OF JUNE, 2005 AT 2:20 O'CLOCK P.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Lavera White, Deputy

FILED FOR RECORD
IN MY OFFICE

AT 10:00 O'CLOCK A M

JUL 11 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Mickey Dorman DEPUTY

The State of Texas
County of Panola

On this the 13th day of June A.D. 2005, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct #1
Douglas M. Cotton	Commissioner, Precinct #2
Hermon E. Reed, Jr.	Commissioner, Precinct #3
Dale LaGrone	Commissioner, Precinct #4

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

OPEN MEETING:

1. CITIZEN COMMENTS:

There were no comments from the citizens in attendance.

2. COMMISSIONERS' REPORTS:

Commissioner Reed reported that he had received notice of three upcoming hearings of the water board. The first is at Lake Palestine on July 12. The second is in Nacogdoches at the Nacogdoches Recreation Center at 6:00 o'clock p.m. on July 13. The third is in Beaumont on July 14.

3. COUNTY JUDGE'S REPORT:

Judge Anderson reported that Hart will be demonstrating its voting machines after the next Court meeting. He indicated that he there has been progress in the process of learning about the machines available for purchase by the County.

4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To record the resignation of Clint Collins as a Truck Driver with the Panola County Road and Bridge Department, Precinct #4, effective May 23, 2005.
- ✓ b. To record the termination of Misty Kay, Licensed Chemical Dependency Counselor for the 123rd Judicial District Drug Court, effective June 10, 2005.

ROAD & BRIDGE

- ✓ a. To accept and record a donation of \$1,809.50 from ARB, Inc. to Panola County for Panola County Road #302.

- b. To authorize the County Auditor to advertise for sealed bids for the purchase of a Brush Axe and Tractor for use by the Panola County Road and Bridge Department. The bids are to be opened July 11, 2005 at 9:00 a.m. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- c. To approve and record a request by Comstock Oil and Gas, LP to cross under Panola County Road #248 with a 3" line.
- d. To approve and record a request by Pierce Construction, Inc. to cross under Panola County Road #173 with a 4" gas pipeline.
- e. To approve and record a request by Pierce Construction, Inc. to cross under Panola County Road #175 with a 4" gas pipeline.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of May, 2005.
- b. To record a copy of Form 2046 with regards to renewal of Child Welfare Board Contract between Panola County and Texas Department of Family and Protective Services.
- c. To ratify and record a Monitoring/Maintenance/Lease Agreement between East Texas Alarm, Inc. and Panola County for Fire alarm System.
- d. To approve and record 2005 Budget Amendment No. 6.
- e. To authorize the County Judge to advertise for sealed bids for the replacement of the roof at the Sammy Brown Library. The bids are to be opened July 11, 2005 at 9:00 a.m. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas.

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 Treasurer Gloria Portman; Panola County 1st Assistant County Auditor Stephanie Price; 123rd Judicial District Adult Drug Court Supervision Officer Tammy Mitchum; 123rd Judicial District Adult Drug Court Supervision Officer Cynthia Davis (2); and Panola County Sheriff's Department Sergeant Sarah Fields.

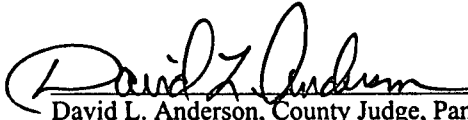
Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve all the Consent Items. The motion passed unanimously.

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

- 5. Commissioner Cotton moved and Commissioner Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- 6. After some discussion Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to approve an increase in salary to \$11.25 per hour for Kim Goodwin, Panola County Road and Bridge Department Secretary, effective June 14, 2005. The motion passed unanimously. SEE COPY OF REQUEST ATTACHED.

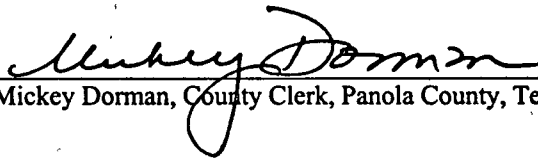
7. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to approve an increase in salary to \$9.61 per hour for Curtis Pipkins, Panola County Road and Bridge Department, Truck Driver, Precinct #1, effective June 14, 2005. SEE COPY OF REQUEST ATTACHED.

Dated this the 13th day of June, 2005.



David L. Anderson, County Judge, Panola County, Texas

ATTEST:



Mickey Dorman, County Clerk, Panola County, Texas



13 June 2005

9:00 am

[Signature]
Bonita Phillips
[Signature]

CONSENT

ITEMS

Donation

Date 5-24-05

The undersigned has secured a contribution from ARB, INC to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 1809.50 and/or

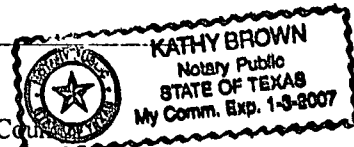
material of the following type and amount _____

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 302, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employee of Panola County. I further certify that this donation was given freely and voluntarily.

Hermon J. Reed Commissioner, Precinct# 3

Sworn and subscribed to this 25 day of May, 2005
Kathy Brown, Notary Public, State of Texas, My commission expires 01-03-2007



(Panola County Commissioners' Court use only)
This item was accepted ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 13th day of June, 20045
County Judge David L. Anderson

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Comstock oil and gas LP Proposes to place a
(COMPANY NAME)
3" Line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 248 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 40'

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

Construction of this line will begin on or after the 8 day of
June 2005.

FIRM: Comstock oil & gas LP
BY: Chris Smith
TITLE: Land man
ADDRESS: po. 281
Carthage, TX 75637
PHONE: (903) 926 0375

APPROVAL

June 13, 2005

TO: Mr. Chris Smith
Comstock Oil and Gas, LP
P. O. Box 281
Carthage, Texas 75633

RE: CR #248

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 3" line as shown by accompanying drawings and notice except as noted below.

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

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

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

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

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

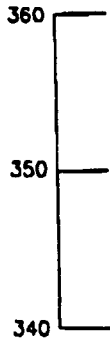
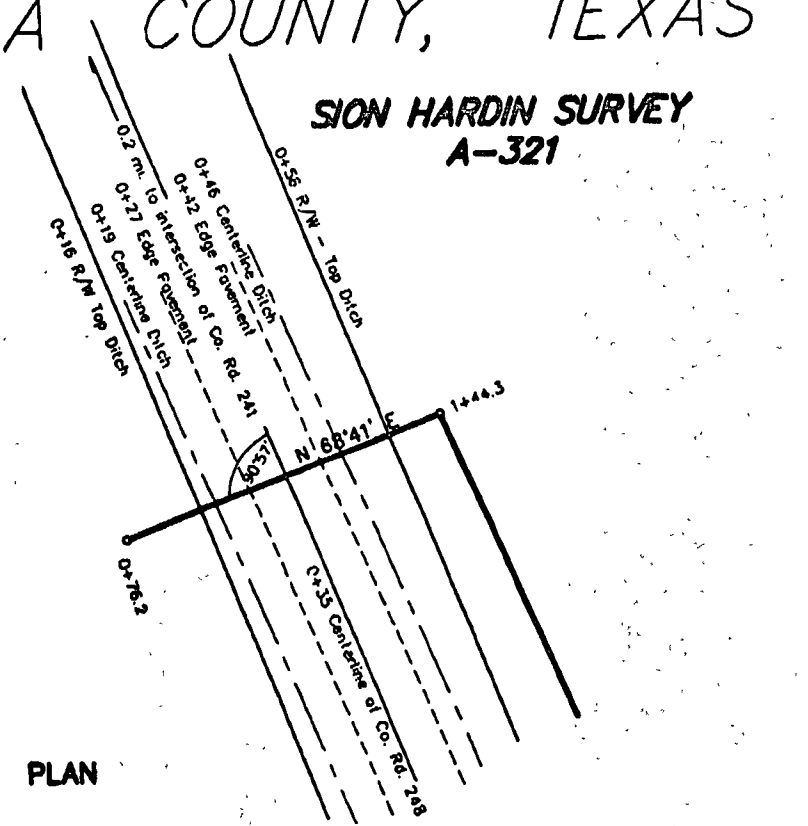
PANOLA COUNTY, TEXAS

SION HARDIN SURVEY A-321

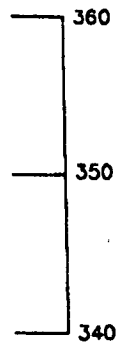
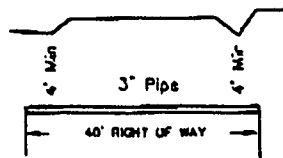
NORTH

Scale 1" = 30'

PLAN



Scale:
Horz: 1" = 30'
Vert: 1" = 10'



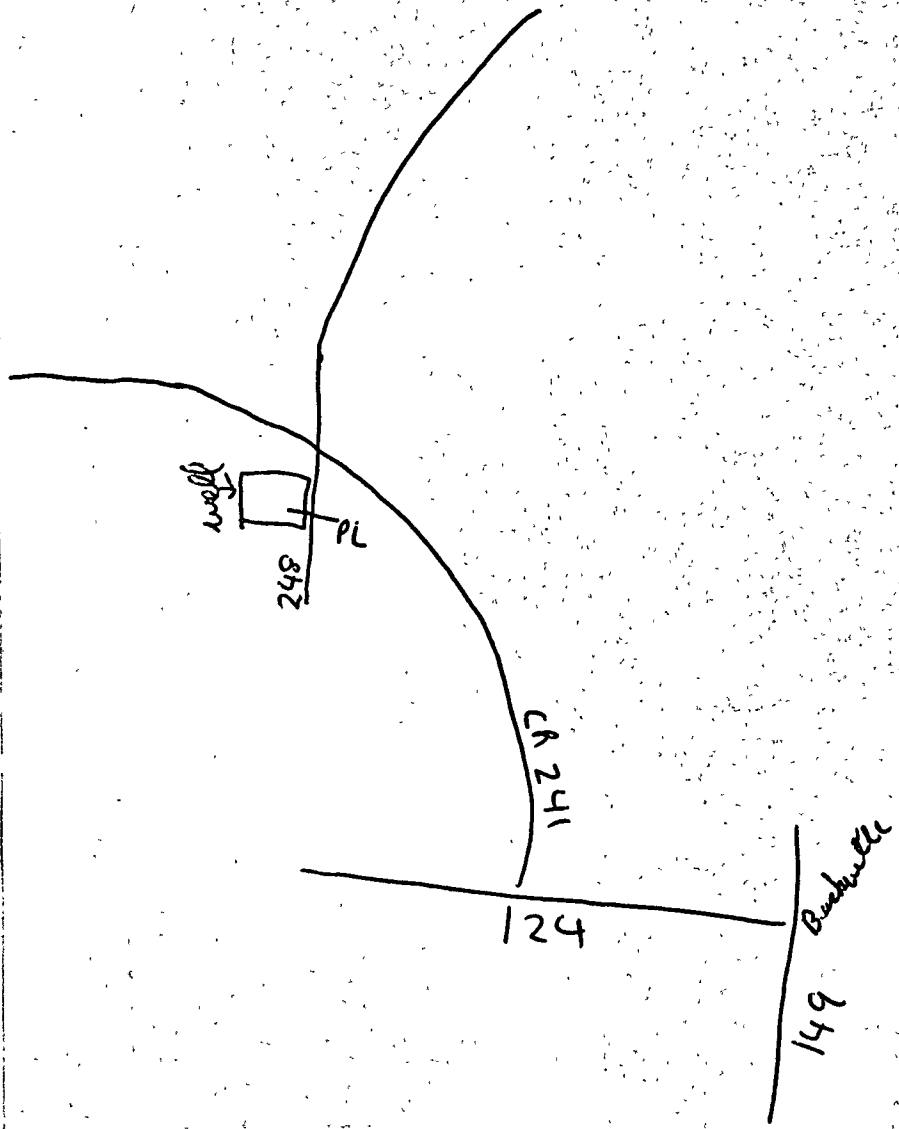
PROFILE

LEGEND

- Barbed Wire Fence — X —
- Chain Link Fence — O —
- Wood Fence — □ —
- Tele. Cable — T —
- Powerline — E —
- Centerline — — —
- Pipeline — || —

PLAT SHOWING
**PROPOSED PIPELINE CROSSING
 COUNTY ROAD NO. 248, LOCATED IN THE
 SION HARDIN SURVEY, A-321
 PANOLA COUNTY, TEXAS**

SURVEYING & MAPPING BY FISHER SURVEYING P.O. Box 1197 - Van, Texas 75790 (903) 963-3524			SURVEYED FOR COMSTOCK OIL & GAS, L. P.		
Scale: 1" = 30'	Drawn By: ONF	Job No: 1616B	PIPELINE FROM THE WALDROP 1 #6 TO EXISTING PIPELINE		
Date: 6-1-2005	Surveyed By: SC	Job No: J1818B DWG			



NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Pierce Construction, Inc.

Proposes to place a

(COMPANY NAME)

4" Gas Pipeline

Line within the Right-of-Way

(PIPE SIZE)

of County Road: 173

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 120'

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

Construction of this line will begin on or after the 13th day of June ~~2004~~ 2005

FIRM: Pierce Construction, Inc.

BY: Ricky Gibson

TITLE: Supervisor

ADDRESS: PO Box 69
Beckville, TX 75631

PHONE: (903) 678-3748

APPROVAL

June 13, 2005

TO: Mr. Ricky Gibson
Pierce Construction, Inc.
P. O. Box 69
Beckville, Texas 75631

RE: CR #173

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" gas pipe line as shown by accompanying drawings and notice except as noted below.

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

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

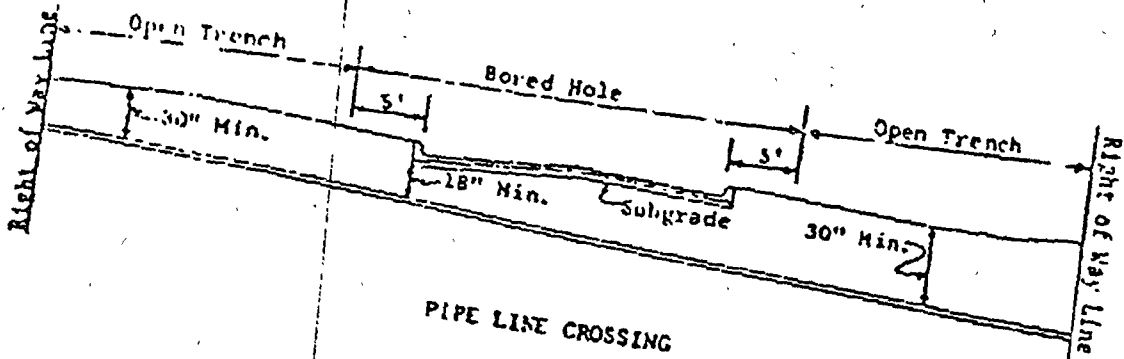
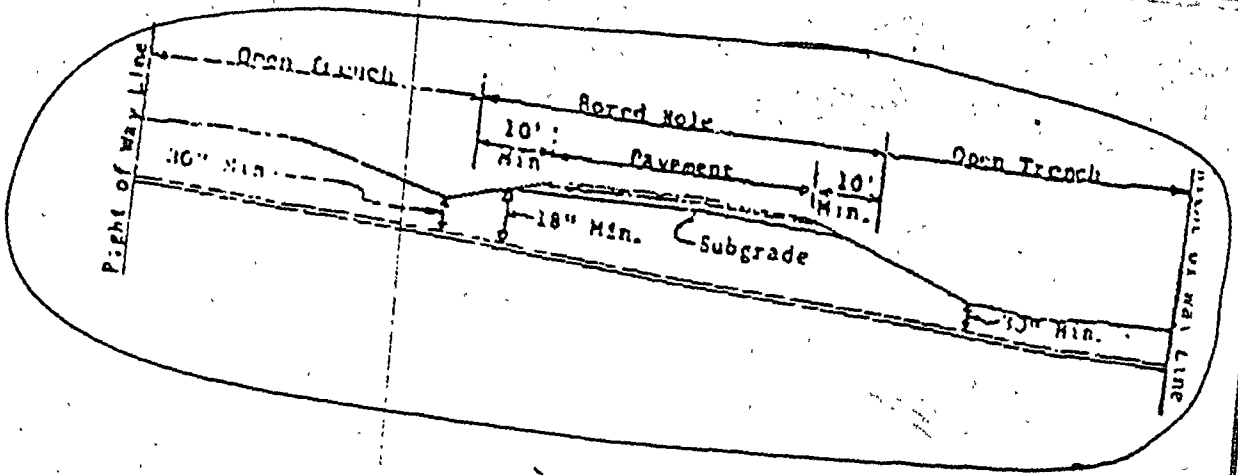
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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

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

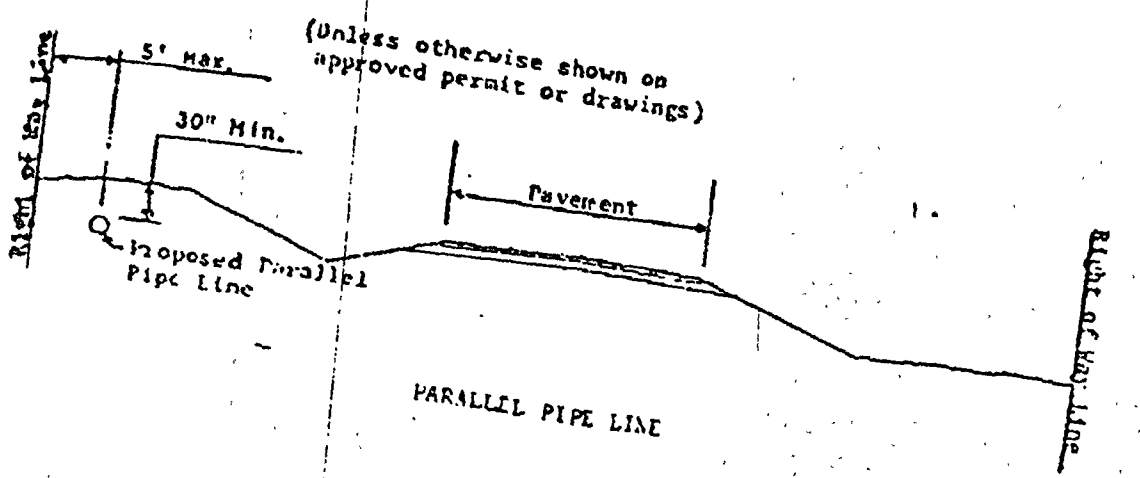
Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



PIPE LINE CROSSING

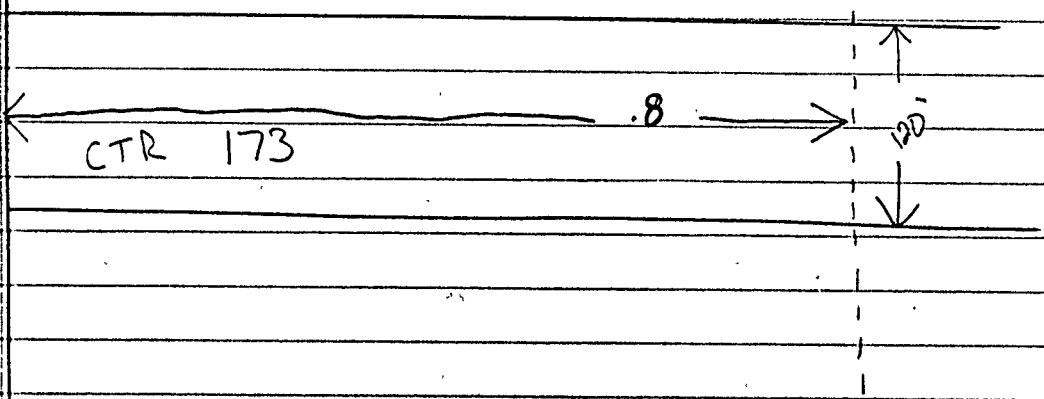


(Unless otherwise shown on approved permit or drawings)

PARALLEL PIPE LINE

Pawnee County

Goodrich Thomson pipeline



Proposed 4" sch 80 Point

From 1971

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Pierce Construction, Inc. Proposes to place a
(COMPANY NAME)

4" Gas Pipeline Line within the Right-of-Way
(PIPE SIZE)

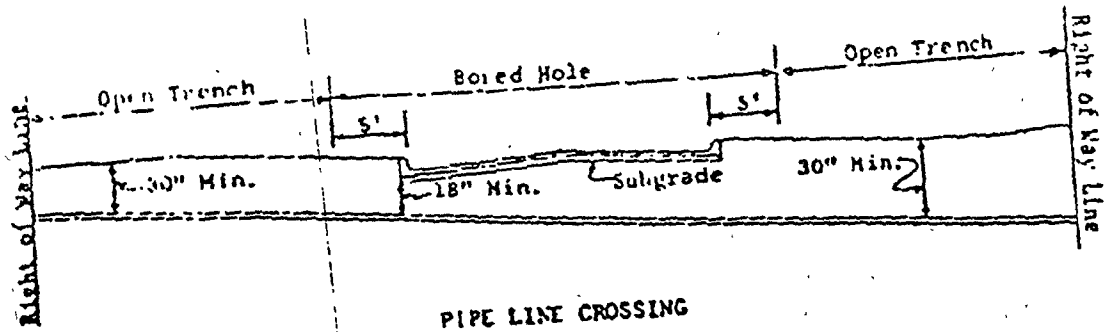
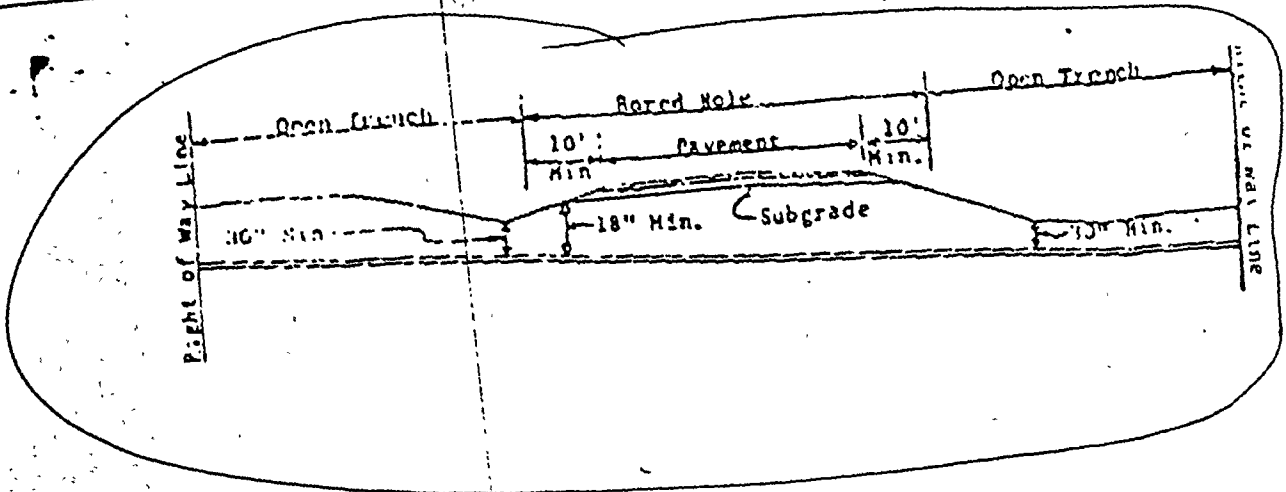
of County Road: 175 as follows:
(NUMBER OF ROAD)

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 120'

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

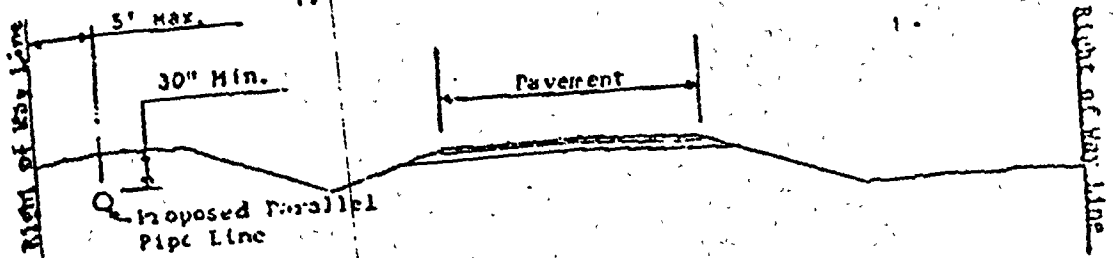
Construction of this line will begin on or after the 13th day of
June ~~2004~~, 2005.

FIRM: Pierce Construction, Inc.
BY: Ricky Gibson
TITLE: Supervisor
ADDRESS: PO Box 69
Beckville, TX 75631
PHONE: (903) 678-3748



PIPE LINE CROSSING

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

APPROVAL

June 13, 2005

TO: Mr. Ricky Gibson
Pierce Construction, Inc.
P. O. Box 69
Beckville, Texas 75631

RE: CR #175

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" gas pipe line as shown by accompanying drawings and notice except as noted below.

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
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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.
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Approved: David H. Anderson
COUNTY JUDGE

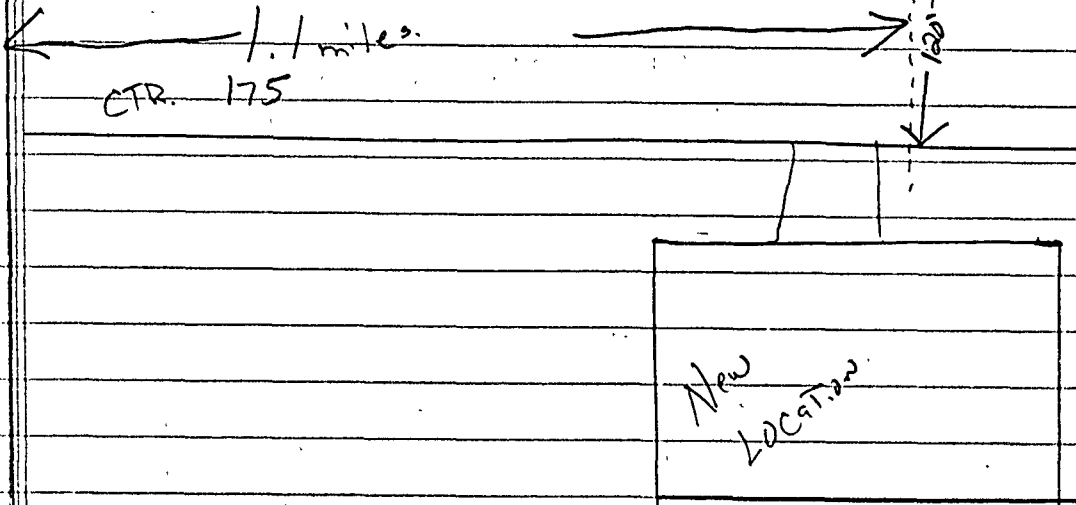
COMMISSIONERS:

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

Panola County

Goodrich Thomson pipeline.

Fm. 999





TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Thomas Chapmond

May 12, 2005

The Honorable David Anderson, County Judge
Panola County Courthouse
1010 South Sycamore
Carthage, Texas 75633

**Subject: Title IV-E County Contract Renewal
Child Welfare Board Contract #2002042976**

Dear Judge Anderson:

I would like to thank you for your county's continued participation in the Title IV-E reimbursement program. Although your Title IV-E contract is effective September 1, 2002 through August 31, 2007, the Contracts Department is required to complete an annual review of all County IV-E contracts. As part of this review, it is requested that each county submit a Child Welfare Services Cost Allocation Plan (CAP) for fiscal year 2006.

Enclosed is a copy of the CAP for the Child Welfare Services contract. I am also sending a copy of this letter and the attached CAP to Ms. Stephanie Price, Panola County Child Welfare Board, as the Board is responsible for submitting billings under this contract. Ms. Price will have the information needed to estimate FY '06's expenditures for the Child Welfare Board.

I am requesting that Ms. Price submit the attached CAP to me in the enclosed envelope by **June 15, 2005**.

Also enclosed is form 2046, Certification Regarding Debarment, which is required to be completed each year. **The County Judge must complete the Form 2046, sign and return to me in the enclosed envelope.**

If you have any questions, please feel free to contact me at (903) 533-4175.

Sincerely,

A handwritten signature in cursive script that reads "Donna Gill".

Donna Gill
Contract Manager
Donna.gill@dfps.state.tx.us

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

Form 2046
May 2004

Federal Regulations (45 CFR part 76) require the Texas Department of Family and Protective Services (DFPS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible, as defined in 45 CFR §76.105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification.

Instructions for Certification

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Do you have or do you anticipate having subcontractors under this proposed contract?
 Yes No

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

VOL. 49 PAGE 673

- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Indicate in the appropriate box which statement applies:

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

OR

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant has attached an explanation to this certification.

Panola County

Name of Potential Contractor

17560011060

Vendor ID No. or Social Security No.

2002042976

DFPS Contract No. (if applicable)


Signature of Authorized Representative

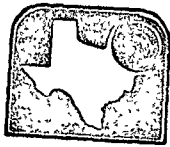
5-31-05
Date

David Anderson

Printed/Typed Name of Authorized Representative

County Judge

Title



East Texas ALARM, Inc.

315 S. Vine □ Tyler, Texas 75702 □ (903)593-3225

State License #B-00567-8
Texas State Board of Private Investigators
P.O. Box 13509, Austin, TX. 78711

MONITORING/MAINTENANCE/LEASE AGREEMENT

This Agreement is entered into this 10th day of Apr 2003, by and between East Texas Alarm, Inc., 315 South Vine, Tyler, Texas 75702, hereinafter referred to as "Company" and Panola County Courthouse, hereinafter referred to as "Subscriber".

Company agrees to provide monitoring/maintenance services and/or leasing of equipment as hereinafter set forth for the Alarm System(s) hereinafter referred to as "System" located at

110 Sycamore Carriage, # 75633

- 1.1 MONITORING SERVICE (See paragraphs 7 and 8)
- 1.2 MAINTENANCE SERVICE (See paragraph 10)
- 1.3 LEASE OF SYSTEM (See paragraph 11)
- 1.4 TYPE OF SYSTEM

1.41 Burglar Alarm

1.42 Panic/Hold-up Alarm

1.43 Fire Alarm

Termination. It is Panola County's intent to pay the consideration herein set forth for the full Term or Use. However, in order to not create a debt and be in compliance with the Texas Constitution, Panola County reserves the right to terminate this Agreement at the end of the budget years. East Texas Alarm, Inc. shall, in such event, have all rights and remedies to remove and take possession of their equipment, exclusive of Panola County materials. Panola County agrees to not use this clause for the sole purpose of changing providers of the services offered by East Texas Alarm, Inc.

2. PAYMENT AND TERMS

Subscriber agrees to pay to Company at its address specified above

For monitoring/maintenance/lease at the rate of \$200 per month in advance, on the 1st day of each month commencing with the month following completion of the installation for a period of Two years from the date of completion of the System. In addition, Subscriber shall pay the pro-rata share of the monthly charge for the month in which the connection installation is completed. This Agreement shall automatically be renewed for a period of one (1) year each and year thereafter at the same monitoring/maintenance/lease rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. Company reserves the right to increase the fees specified herein upon thirty days prior written notice subject to Subscriber's right to cancel this agreement in such an event.

If the System is leased Subscriber agrees to pay the Company the sum of _____ Dollars (\$ _____) as a one time installation charge upon completion of installation.

Installation charges are based upon work performed during Company's regular business hours. In the event Subscriber requests installation during other than regular business hours, Subscriber shall pay Company's prevailing after hour billing rate. Installation charges do not include parts or labor for metal enclosures, conduit, ceiling wiring, buried cables, or elevator traveling cables. Subscriber shall provide suitable power outlets required by Company's specifications. Subscriber shall pay Company's charges for the installation, removal or replacement of additional equipment required by Subscriber. All installation charges shall be paid to Company upon receipt of statement.

3. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND FOR RESIDENTIAL SYSTEMS, TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM ATTACHED HERETO.

RESIDENTIAL ONLY

4. CANCELLATION: YOU, THE SUBSCRIBER ("CONSUMER" PER REVISED CIVIL STATUTES OF THE STATE OF TEXAS VERNON'S ANN. CIV. ST. ACT. 5069-13.01 ET AL) MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

5. NOTICE TO SUBSCRIBER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES; (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT; (3) UNDER THE LAWS, YOU HAVE THE RIGHT TO PAY OFF, IN ADVANCE, THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGES, IF ANY, PROVIDED FOR HEREIN; (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT OF THE REFUND YOU ARE ENTITLED TO, IF ANY, WILL BE FURNISHED UPON REQUEST.

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE AND ALL FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

6. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AND EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 20 AND 21, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY AND SUBSCRIBER'S INDEMNITY IN THE EVENT OF ANY LOSS OR DAMAGE.

7 MONITORING SERVICES (This section is only applicable if monitoring service is to be provided.) Company agrees to monitor without liability and not as an insurer during the term of the Agreement, the signals of the System owned or leased by Subscriber at the premises hereinabove set forth. Monitoring services shall be performed by a communications center chosen by Company. Company shall install transmitting equipment at Subscriber's premises for the purpose of transmitting alarm signals from Subscriber's alarm system. If, in the opinion of Company, use by the Subscriber adversely affects the use of the monitoring equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Subscriber acknowledges that Company's maintenance obligation with respect to monitoring relates solely to the maintenance and operation of the monitoring equipment owned by the Company. Company is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any devices or device of the Subscriber, unless expressly provided in Paragraph 1 hereinabove.

8 RESPONSE TO ALARMS (This section is only applicable if monitoring service is to be provided)

8.1 CENTRAL OFFICE ALARM If the System is monitored by Company, the Communications Center shall without warranty, express or implied, make every reasonable effort as determined in the Communication's Center's sole discretion to do the following:

8.1.1 Upon receipt of a burglar alarm signal, unless instructed otherwise by the Subscriber in writing, transmit the alarm to headquarters of the public police department and notify the Subscriber or his designated representatives by calling the telephone number supplied to Company in writing by Subscriber.

8.1.2 Upon receipt of a hold-up alarm signal, unless instructed otherwise in writing by the Subscriber, transmit the alarm to the public police department.

8.1.3 Upon receipt of a manual, smoke or automatic fire alarm signal, transmit the alarm to the public fire department.

8.1.4 Upon receipt of a monitor signal, notify Subscriber or his designated representatives by calling the telephone number supplied to Company in writing by the Subscriber.

8.2 TELEPHONE LINES Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines or equipment transmitting signals between Subscriber's protected premises and Company's Communications Center. Subscriber acknowledges that if Company uses a digital communicator for the purposes of transmitting signals from Subscriber's premises to Company or Company's Communications Center, that the signals from Subscriber's System are transmitted over Subscriber's regular telephone service to Company or Company's Communications Center, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscriber's alarm system will not be received during any such interruption in telephone service and the interruption will not be known to Company or the Communications Center. Subscriber acknowledges that signals which are transmitted over telephone company signal channel lines are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility.

9 FALSE ALARM In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in event Subscriber in any manner misuses or abuses the system, Company may in its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. Company's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse Company for same. In the event Company dispatches an agent to respond to an alarm originating from Subscriber's premises, where Subscriber intentionally, accidentally or negligently has activated the alarm signal, and no alarm condition exists, or if Company makes any maintenance call caused by the inadvertence or negligence of Subscriber, Subscriber shall pay to Company a reasonable sum based upon Company's then prevailing labor and material rates for each such service call. Subscriber fully understands that the system because of its sensitivity and nature is subject to the influence of external events which are not within the control of the Company and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of Subscriber as set forth in this Agreement.

10 MAINTENANCE SERVICE INSPECTIONS COST OF REPAIRS (This section should only apply if maintenance service is to be provided.) If Company shall provide maintenance service pursuant to paragraph 1.2, Subscriber authorizes Company to maintain and service the aforesaid system(s) and to make any necessary inspection, test and repairs as required. All repairs necessitated by ordinary wear and tear, inspections and tests shall be at Company's expense. All necessary inspections and tests which may be required shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, excluding national holidays. Repairs that Company is obligated to perform pursuant to this section, shall be performed as soon as reasonably possible following the request for service by Subscriber. Subscriber agrees to pay for all other repairs including materials and parts and labor used for said repairs, at Company's then prevailing rates. Labor charges shall be for a minimum of one (1) hour for each visit to Subscriber's premises for the purpose of said other repairs.

11 LEASE OF SYSTEM (This section is only applicable if system is leased.) COMPANY HEREBY LEASES TO THE SUBSCRIBER AND THE SUBSCRIBER HEREBY LEASES AND HIRES FROM THE COMPANY THE SYSTEM UNDER THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

11.1 Ownership The System is, and shall at all times be and remain, the sole and exclusive property of the Company. The Subscriber shall have no right, title or interest therein, except as expressly set forth in this Agreement.

11.2 Personal Property The System is, and shall at all times be and remain, personal property, notwithstanding that the System or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting on, real property or any building thereon, or attached in any manner to that which is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise.

11.3 Assignment Without the prior written consent of the Company, the Subscriber shall not:

1) Assign, transfer, pledge or hypothecate this Lease, the System or any part of it, or interest in it, or

2) Sublet or lend the System or any part of it, or permit the System or any part of it to be used by anyone other than the Subscriber or the Subscriber's employees.

Consent to any of these prohibited acts applies only in the given instance, and is not a consent to any subsequent like act by the Subscriber or any other person.

11.4 Company's Assignment It is understood that the Company contemplates assigning this Agreement or mortgaging the System, and that the assignee may assign it. All rights of the Company under this Agreement may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to the Subscriber. If the Company assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by the Company hereunder or pursuant to any other agreement between the Company or Subscriber, should there be one, shall excuse performance by the Subscriber of any provision hereunder. No such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by the Company under the terms of this Agreement.

11.5 Purchase Option. At any time after one month from the date hereof, but not later than the date herein fixed for the expiration of the term of this Agreement, if all fees theretofore due and payable have been paid in full, the Subscriber shall have the right and privilege, at its option, to purchase each item of System at the market price therefor at the time of exercise of such option, as determined in Company's sole judgement. Upon the exercise of this option, the Company will duly execute and deliver to the Subscriber all documents necessary and proper to effect transfer of ownership of the System to the Subscriber free and clear of all encumbrances, security interests, and liens (other than encumbrances, security interests, or liens suffered or permitted by the Subscriber to become effective thereon), upon payment by the Subscriber in cash or certified check of the full amount of the option price and thereupon this Agreement shall terminate as to such System and no further fees shall become due in respect of the equipment so purchased by the Subscriber.

11.6 ALTERATIONS Without the prior written consent of the Company, the Subscriber shall not make any alterations, additions, or improvements to the System. All additions and improvements of whatsoever kind or nature made to the System shall belong to and become the property of the Company on the termination of this Agreement.

11.7 REPAIRS. Company agrees to maintain, in good working order all Company's System. Maintenance shall be limited to labor and repair of component parts required by ordinary and proper use of the System. In no event shall Company be responsible for repairs or replacements to Company's or Subscriber's System caused by negligence, misuse, accident, fire or theft. Maintenance of parts of the System not specifically required to be performed by Company hereunder shall be the responsibility of Subscriber. All maintenance shall be performed during Company's regular business hours. Company shall be granted access to premises during Company's regular business hours or at other mutually agreeable times. Company shall use reasonable care upon the installation and removal of equipment; but Company shall not be obligated to repair, replace or otherwise restore premises to its original condition.

11.8 LOSS AND DAMAGE

A. Risk of Loss and Damage

The Subscriber hereby assumes and shall bear the entire risk of loss and damage to the System from any and every cause. No loss or damage to the System or any part thereof shall impair any obligation of the Subscriber under this Agreement which shall continue in full force and effect.

B. Options of Company

In the event of loss or damage of any kind to any item of System, the Subscriber, at the option of the Company, shall:

- 1) Place the same in good repair, condition, and working order; or
- 2) Replace the same with a like System in good repair, condition, and working order.

C. Stipulated Loss Value

If the System is determined by the Company to be lost, stolen, destroyed, or damaged beyond repair, the Subscriber shall pay the Company therefor in cash the "Stipulated Loss Value" which shall be the fair market value of the System determined in the Company's sole discretion. On such payment this Agreement shall terminate with respect to such item of System so paid for and the Subscriber thereon shall become entitled to such item of the System as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

11.9 SURRENDER

On the expiration or earlier termination of Agreement, with respect to any item of the System, the Subscriber shall (unless the Subscriber has paid the Company in cash the "Stipulated Loss Value" of such item of the System pursuant to Paragraph 11.8C above) return the same to the Company in good repair, condition, and working order (ordinary wear and tear resulting from proper use thereof alone excepted) in the following manner as may be specified by the Company:

- 1) By delivering such item of the System at the Subscriber's cost and expense to such place the Company shall specify within the city or county in which it was delivered to the Subscriber or to which it was moved with the written consent of the Company; or
- 2) By loading the item of the System at the Subscriber's cost and expense on board such carrier as the Company shall specify and shipping the same, freight collect, to the destination designated by the Company.

12 INTERRUPTION OF SERVICE. Company assumes no liability for interruption of monitoring/maintenance/lease service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring/maintenance/lease service to Subscriber while interruption of service due to any such cause continues.

13 SUSPENSION OR CANCELLATION OF THIS SYSTEM. This Agreement may be suspended or cancelled, without notice at the option of Company, if Company's or Subscriber's premises or System is destroyed by fire or other catastrophe, or so substantially damaged as determined in Company's sole discretion that it is impractical to continue service, or in the event Company is unable to render services as a result of any action by any governmental authority.

14 TAXES. The Subscriber shall keep the System free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes which may now or hereafter be imposed on the ownership, leasing, renting, sale, possession, or use of the System, excluding, however, all taxes on or measured by the Company's income.

15 SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM. The Subscriber shall carefully and properly test and set the System immediately prior to the securing of the premises and carefully test the System daily during the term of this Agreement. If any defect in operation of the System develops, or in the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify Company immediately. If space protection (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of the System, Subscriber shall walk test the System each day in the manner recommended by the Company. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heater, air conditioners, horns, bells, animals and any other sources of air turbulence or movement, which may interfere with the effectiveness of the System during closed periods while the System is on. Subscriber shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the System.

16 AUTHORIZED PERSONNEL. Subscriber agrees to furnish forthwith a written list of names, titles, residence address, residence phone numbers and signatures of all persons authorized to enter or remain on the premises and/or notified in the event of an alarm and for Commercial Systems, a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing.

17 ASSIGNEES/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, insure to the benefit of and are applicable to any assignee and/or subcontractors of Company and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscribers to Company.

18 DEFAULT BY SUBSCRIBER. If the Subscriber fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Subscriber fails to perform any other provisions hereof within (10) days after Company shall have requested in writing performance thereof or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, Company shall have the right but shall not be obligated to exercise any one or more of the following remedies:

18.1 Recover the existing amounts due from Subscriber and continue to monitor/maintain/lease the System, in which case Company shall be entitled to recover, in addition, the monthly amounts due under this Agreement for said services; or

18.2 Discontinue monitoring/maintenance/lease of the System and remove Company owned equipment upon five (5) days written notice to Subscriber at Subscriber's address listed above. If Company discontinues monitoring/maintenance/lease service, Company shall be entitled to recover the existing amounts due under this Agreement for said services up to the date of discontinuance of service, and, in addition, for services provided pursuant to Paragraphs 7, 8, 10, and 11, damages computed by subtracting from the total sum Company would have received over the term of the Agreement, from the total of the cost of Company of leasing telephone lines, if any, for any remaining unexpired term of the agreement, plus the anticipated cost of replacement materials and equipment over the unexpired term of the contract. The cost of materials and equipment is to be determined by Company in its sole discretion from its prior experience. Subscriber acknowledges and agrees that said costs are the only costs involved; or

18.3 Recover from Subscriber all sums Company may be entitled to under the law. In the event of termination of this Agreement or upon expiration of this Agreement, Company shall have the immediate right to remove any Company owned equipment under the terms and conditions set forth herein. Removal of the equipment as herein above set forth shall not be considered to constitute a breach by Company of this Agreement or waiver by Company of any such damages or rights. Company shall not be responsible for damage caused to Subscriber's premises by reason of the removal of Company owned equipment from Subscriber's premises.

19.1 (Residential) In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Subscriber a delinquency charge of five percent (5%) of the amount of the delinquency or Five (\$5.00) Dollars, whichever is less, or a minimum of one (\$1.00) Dollar. If the System is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the System reactivated, Subscriber agrees to pay in advance to Company a reconnect charge to be fixed by Company in its sole discretion.

19.2 (Commercial) In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a late charge on the amount of the delinquency at a rate not exceeding the higher of eighteen percent (18%) per annum, or five percent (5%) per annum plus the rate prevailing on the 25th day of the month preceding the date of execution of this Agreement established by the Federal Reserve Bank advances to member banks under Section 13 and 13(a) of the Federal Reserve Act as now in effect or hereinafter from time to time amended. If the System is deactivated as a result of Subscriber's past due balance, and if Subscriber desires to have the System reactivated, Subscriber agrees to pay in advance to Company a reconnect charge to be fixed by Company in its sole discretion.

20 COMPANY IS NOT AN INSURER. LIQUIDATED DAMAGES. LIMITATION OF LIABILITY. It is understood and agreed: That Company is not an insurer, that insurance, if any, shall be obtained by Subscriber, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the System or service supplied will avert or prevent occurrences or the consequence thereof from which the System or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may approximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the System to properly operate with resulting loss to Subscriber because of among other things

- a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert.
- b) The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate.
- d) The nature of the service to be performed by Company.

Subscriber understands and agrees that if Company should be found liable for loss or damage due from failure of Company to perform any of the obligations herein, including, but not limited to, installation, maintenance, monitoring or service, or the failure of the service, System or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) months payments or Two Hundred Fifty (\$250) Dollars whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, servants, assigns or employees. If Subscriber wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Subscriber may obtain from Company a limitation of liability by paying an additional monthly service charge to Company. If Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.



BY PLACING HIS INITIALS BESIDE THIS CLAUSE, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS DISCUSSED THIS PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITED LIABILITY WITH COMPANY'S AGENT AND HAS AGREED TO THE AMOUNT SET FORTH HEREIN

21 THIRD PARTY INDEMNIFICATION

21.1 In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation, or non-operation of the System, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict liability product liability on the part of the Company, its agents, servants, or employees.

21.2 The Agreement by Subscriber to indemnify Company against third party claims as hereinabove set forth, shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of Company is on Subscriber's premises and which losses, damages, and liability are solely and directly caused by the acts of said employee.

22 ARREST BY COMPANY. Subscriber authorizes Company to cause the arrest of person or persons on or around the premises, who are unauthorized by Subscriber to enter the premises of Subscriber during closed periods and to hold such person or persons until released by Subscriber, his known representative, or police authority.

23 ATTORNEY'S FEES. In the event it shall become necessary for Company to institute legal proceedings to enforce this Agreement or to collect the cost of any charges as set forth herein, Subscriber shall pay to Company reasonable attorney's fees, court, and investigative cost where permitted by law.

24 INVALID PROVISIONS. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

25 ENTIRE INTEGRATED AGREEMENT MODIFICATION, ALTERATIONS, WAIVER. This written Agreement is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all previous representations, understandings, or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. No partial invalidity of this Agreement shall affect the remainder. This Agreement may be terminated by East Texas Alarm, Inc. by giving thirty (30) days written notice thereof to the Subscriber.

RESIDENTIAL CANCELLATION: YOU, THE SUBSCRIBER ("CONSUMER" PER REVISED CIVIL STATUTES OF THE STATE OF TEXAS VERNON'S ANN. CIV. ST. ACT. 5069-13.01 et al) MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

East Texas Alarm Inc.

By: Jimmy Depner
 Approved: Jimmy Depner
 By: Jimmy Depner
 Date: 5-9-05
 Authorized Officer

SUBSCRIBER

By: David L. Anderson
 Date: June 2, 2005
 David L. Anderson, County Judge

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY IN THE EVENT ON NON-APPROVAL THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT

PANOLA COUNTY
2005
BUDGET AMENDMENT #6

GENERAL FUND

Additional Revenues:

Cash Balance - Beginning of Year	324	
Miscellaneous(St Paul - Hail damage to Library)	13,305	
State 911 (Voice Recorder Maintenance)	2,500	
Narcotics Task Force	(41,328)	
Total Revenues		<u>(25,199)</u>

Additional Expenditures:

Airport		
Contract Services	(800)	
Telephone	800	
Professional Services	(500)	
Office Supplies	500	
Furniture & Equipment(Part Water Well)	250	
Total Expenditures		250

Corrections/Jail

Miscellaneous (Voice Recorder Maintenance)	2,500	
Total Expenditures		2,500

Library

Repairs & Renovations	13,305	
Total Expenditures		13,305

District Court

Furniture & Equipment	(500)	
Professional Services	(500)	
Conferences and Dues	1,000	
Total Expenditures		0

Constable Pct. 2&3

Law Enforcement Officer Standard Education	74	
Total Expenditures		74

Sheriff

Narcotics Task Force Agents	(28,324)	
Social Security	(2,167)	
Group Medical	(4,208)	
Retirement	(5,796)	
Unemployment	(66)	
Worker's Compensation	(767)	
Total Expenditures		(41,328)

Grand Total General Fund		<u>(25,199)</u>
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PANOLA COUNTY
2005
BUDGET AMENDMENT #6

VOL. 49 PAGE 679

ROAD & BRIDGE FUND

Additional Revenue:		
Cash Balance	<u>100,000</u>	100,000
Total Revenue		

Additional Expenditures:		
Maintenance & Capital Outlay	100,000	
Repair & Maintenance Supplies	(2,000)	
Remedial Clean Up	<u>2,000</u>	
Physicals & Drug Screen Testing		100,000
Total Expenditures		

Grand Total Road & Bridge Fund	<u>100,000</u>	
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HOMELAND SECURITY FUND

Additional Revenue		
Cash Balance	1	
Federal Grant	<u>10,869</u>	10,870
Total Additional Revenue		

Additional Expenditures		
Capital Outlay - Equipment (repeater system for SO)	<u>10,870</u>	
Total Expenditures		10,870

Grand Total Homeland Security Fund	<u>10,870</u>	
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AIRPORT FUND

Additional Revenue		
Cash Balance	<u>20,000</u>	20,000
Total Revenue		

Additional Expenditures		
Fuel & Repairs	<u>20,000</u>	20,000
Total Expenditures		

Grand Total Airport Fund	<u>20,000</u>	
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PANOLA COUNTY
2005
BUDGET AMENDMENT #6

We hereby amend the Panola County Budget for the Fiscal Year 2005 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2005 Panola County Budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2005 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2005.

Signed on this 13th day of JUNE, 2005.

[Signature]
County Judge

[Signature]
Commissioner Precinct # 1

[Signature]
Commissioner Precinct # 3

[Signature]
Commissioner Precinct # 2

[Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 13th day of June, 2005 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]
County Clerk



PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, July 11, 2005

MARK ENVELOPES

"REPLACE ROOF AT SAMMY BROWN LIBRARY"

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Invitation to Bid and specifications should be directed to Maintenance Superintendent, Fred Hightower, at (903) 693-0318.

Signature

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

REPLACE ROOF AT SAMMY BROWN LIBRARY

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids to any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

Not later than 9:00 a.m., Monday, July 11, 2005

Mark Envelopes:

"REPLACE ROOF AT SAMMY BROWN LIBRARY"

BIDS RECEIVED AFTER OPENING DATE AND TIME WILL NOT BE CONSIDERED

Signature

**INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT**

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2005.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales tax.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of Panola County.

CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part

Signature of Bidder

of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Panola County may request any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

Signature of Bidder

received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms

Signature of Bidder

and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the

Signature of Bidder

proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower at (903) 693-0318.

Signature of Bidder

BID PROPOSAL

REPLACE ROOF AT SAMMY BROWN LIBRARY

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

REPLACE ROOF:

Bid should include any and all expenses involved with the replacement of roof at Sammy Brown Library, including but not limited to: removal of 3 tab - 20 yr. - composition shingle roofing and felt; repair/replace any structural damage; replace roofing felt - 15 lb. - replace 3 tab - 20 yr. - composition shingle roofing; removal and replacement of turbines; and all labor, cleanup, etc. All work should be completed on or before September 30, 2005.

\$ _____

Exceptions to specifications: _____

NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

SIGNATURE _____

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____

DATE _____

ACCEPTED:

COUNTY JUDGE

DATE

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-13-05

David L. Anderson
David L. Anderson,
County Judge

NAME: Gloria Portman
POSITION: County Treasurer
DEPARTMENT: County Treasurer
DATE: May 31, 2005

CONFERENCE: TWCC - Health & Safety Seminar
LOCATION: Tyler, Texas
DATES: July 20, 2005 to July 20, 2005
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? Not sure

How much of your requirements have been met already, not counting this conference?
5 CEU'S

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

This should assist us with workers' compensation reports and allow me to obtain some more CEU'S.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-13-05

David L. Anderson
David L. Anderson,
County Judge

NAME: Stephanie Price
POSITION: 1st Assist. County Auditor
DEPARTMENT: County Auditor
DATE: 6-3-05

VOL. 49 PAGE 691

CONFERENCE: TAC Health + Employee Benefits- Cobra
LOCATION: Austin TX.
DATES: 6-15-05 to 6-15-05

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

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? None

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

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

This training will be beneficial to my understanding the new COBEA laws and implementing the online capabilities that TAC & BCBS have developed.

VOL. 49 PAGE 692
TAMMY

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-13-05
David L. Anderson
David L. Anderson,
County Judge

NAME: TAMMY MITCHELL
POSITION: CSO
DEPARTMENT: DRUG COURT
DATE: 6/2/2005
CONFERENCE: TEXAS CORRECTION ASSOCIATION
LOCATION: TCA 2005 CONFERENCE + EXHIBITION
DATES: GALVESTON
JUNE 12 to 15

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____
Does the conference meet your educational requirements for the year? _____

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

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

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

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

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

APPROVED
06-13-05

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

David L. Anderson
David L. Anderson,
County Judge

CD

NAME: CYNTHIA DAVIS

POSITION: CSO

DEPARTMENT: DRUG COURT

DATE: 6/1/2005

CONFERENCE: TEXAS CORRECTION ASSOCIATION

LOCATION: GALVESTON

DATES: JUNE 12 to 15

VOL. 49 PAGE 693

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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

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

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

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

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
06-13-05

David L. Anderson
David L. Anderson,
County Judge

NAME: Sarah Fields
POSITION: Sgt
DEPARTMENT: Sheriff
DATE: 6/6/05

CONFERENCE: Protecting Texas Child Conference
LOCATION: Houston, Tx
DATES: 7/18/05 to 7/19/05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 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? 16 hrs

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

How many days have you been away from your job this year for conferences, not counting this conference? None

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

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

Child Abuse Training

VOE
49 PAGE 695

ACTION

ITEMS

Panola County
13 Jun 2005
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

08:19:43am

Open Invoices thru 06/13/05

PAGE 1

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 605-ABC AUTO PARTS	\$1068.40			\$0.00			\$ 1068.40
* Due 1475-ACE HARDWARE OF EAST TEXA	\$62.31			\$0.00			\$ 62.31
* Due 1301-ADAMS OIL COMPANY	\$23761.61			\$0.00			\$ 23761.61
* Due 3908-ALLTEL - CDA	\$267.17			\$0.00			\$ 267.17
* Due 3464-AMERICAN ELECTRIC POWER A	\$68.27			\$0.00			\$ 68.27
* Due 229-ANDERSON TRACTOR SALES	\$108.00			\$0.00			\$ 108.00
* Due 3469-ANN MORRIS	\$2000.00			\$0.00			\$ 2000.00
* Due 2833-AUTO EXPRESS LUBE	\$234.92			\$0.00			\$ 234.92
* Due 423-B & B LOCKSMITH/GLASS	\$108.00			\$0.00			\$ 108.00
* Due 1599-BANK OF AMERICA PC	\$2468.55			\$0.00			\$ 2468.55
* Due 1600-BANK OF AMERICA SC	\$5314.57			\$0.00			\$ 5314.57
* Due 1635-BASKIN'S MARSHALL	\$1997.09			\$0.00			\$ 1997.09
* Due 562-BAXTER SALES CO INC.	\$512.46			\$0.00			\$ 512.46

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 2

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 305-BLAZER CONSTRUCTION INC	\$2782.00		\$0.00		\$ 2782.00
* Due 1541-BYRON MCHILLEN	\$520.49		\$0.00		\$ 520.49
* Due 2887-C & M FIRE & SAFETY INC	\$203.74		\$0.00		\$ 203.74
* Due 6-CAIN HARDWARE AND LUMBER CO	\$399.46		\$0.00		\$ 399.46
* Due 3005-CANON FINANCIAL SERVICES	\$184.00		\$0.00		\$ 184.00
* Due 3943-CAPITAL ONE F.S.B.	\$111.43		\$0.00		\$ 111.43
* Due 209-CAR-TEX TRAILER COMPAN, I	\$238.85		\$0.00		\$ 238.85
* Due 2560-CARTHAGE DISCOUNT TIRE &	\$329.80		\$0.00		\$ 329.80
* Due 337-CARTHAGE INDEPENDENT SCHO	\$42.00 C		\$0.00		\$ 42.00
* Due 8-CARTHAGE MACHINE AND WELDING	\$11.25		\$0.00		\$ 11.25
* Due 95-CARTHAGE OFFICE SUPPLY, I	\$3158.34		\$0.00		\$ 3158.34
* Due 3937-CARTHAGE OFFICE SUPPLY-O	\$100.48		\$0.00		\$ 100.48
* Due 158-CASSITY JONES HARDWARE	\$77.92		\$0.00		\$ 77.92

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3904-CELLULAR ONE - CONST01	\$34.36	_____	_____	\$0.00	_____	_____	\$ 34.36
* Due 3903-CELLULAR ONE - CTHS SECUR	\$38.42	_____	_____	\$0.00	_____	_____	\$ 38.42
* Due 3907-CELLULAR ONE - DA	\$318.46	_____	_____	\$0.00	_____	_____	\$ 318.46
* Due 3900-CELLULAR ONE - DPS	\$81.55	_____	_____	\$0.00	_____	_____	\$ 81.55
* Due 3901-CELLULAR ONE - JUVP	\$80.61	_____	_____	\$0.00	_____	_____	\$ 80.61
* Due 3892-CELLULAR ONE - SO	\$741.61	_____	_____	\$0.00	_____	_____	\$ 741.61
* Due 63-CENTERPOINT ENERGY	\$12.96	_____	_____	\$0.00	_____	_____	\$ 12.96
* Due 42-CHEROKEE COUNTY	\$850.00	_____	_____	\$0.00	_____	_____	\$ 850.00
* Due 3744-CHRISTY HARDY	\$79.14	_____	_____	\$0.00	_____	_____	\$ 79.14
* Due 37-CITY OF CARTHAGE	\$24032.50	_____	_____	\$0.00	_____	_____	\$ 24032.50
* Due 3499-CLASSIC SIGNS & MORE	\$146.00	_____	_____	\$0.00	_____	_____	\$ 146.00
* Due 3661-COOK TIRE & SERVICE CENT	\$107.44	_____	_____	\$0.00	_____	_____	\$ 107.44
* Due 195-COREY BANKHEAD	\$250.00	_____	_____	\$0.00	_____	_____	\$ 250.00
* Due 2769-COX COMMUNICATIONS INC	\$19.95	_____	_____	\$0.00	_____	_____	\$ 19.95

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 4

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 28-CRAIG MILAN ELECTRIC	\$55.00			\$0.00			\$ 55.00
* Due 1376-CRAWFORD DUANE PARKER II	\$850.00			\$0.00			\$ 850.00
* Due 100-CVS	\$45.50			\$0.00			\$ 45.50
* Due 43-D & C CLEANING CONTRACTOR	\$3960.00			\$0.00			\$ 3960.00
* Due 452-DALLAS COUNTY TREASURER	\$502.00			\$0.00			\$ 502.00
* Due 3341-DAVID ANDERSON	\$127.98			\$0.00			\$ 127.98
* Due 775-DAVID BROOKS	\$100.00			\$0.00			\$ 100.00
* Due 3536-DC TEXAS	\$16.95			\$0.00			\$ 16.95
* Due 3240-DEBBIE'S BEST WATER STORE	\$61.00			\$0.00			\$ 61.00
* Due 1906-DECISIONONE CORPORATION	\$18.72			\$0.00			\$ 18.72
* Due 1470-DELL MARKETING L.P.	\$56.98			\$0.00			\$ 56.98
* Due 2160-DELUXE BUSINESS FORMS	\$152.57			\$0.00			\$ 152.57
* Due 3278-DEXTER A JONES	\$888.52			\$0.00			\$ 888.52

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 5

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 3141-EAST TEX PRINTING	\$319.45	_____	\$0.00	_____	\$ 319.45
* Due 3932-EAST TEXAS BORDER HEALTH	\$46.00	_____	\$0.00	_____	\$ 46.00
* Due 3910-ECONO SIGNS	\$348.12	_____	\$0.00	_____	\$ 348.12
* Due 2066-ETNC CARTHAGE	\$209.26	_____	\$0.00	_____	\$ 209.26
* Due 3026-ETOX	\$7.50	_____	\$0.00	_____	\$ 7.50
* Due 93-EXCEL FORD LINCOLN MERCURY	\$60.39	_____	\$0.00	_____	\$ 60.39
* Due 127-EXXONMOBIL	\$421.04	_____	\$0.00	_____	\$ 421.04
* Due 2063-FAIRWAY FORD-MERCURY	\$2139.43	_____	\$0.00	_____	\$ 2139.43
* Due 3555-FEDEX	\$18.89	_____	\$0.00	_____	\$ 18.89
* Due 14-FIRMIN'S OFFICE CITY	\$486.89	_____	\$0.00	_____	\$ 486.89
* Due 2911-FISH & STILL EQUIPMENT	\$1804.53	_____	\$0.00	_____	\$ 1804.53
* Due 320-GALL'S INC	\$29.00	_____	\$0.00	_____	\$ 29.00
* Due 3938-GORY LOVEDAY	\$300.00	_____	\$0.00	_____	\$ 300.00

Penola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 6

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 1507-GRAY'S WHOLESALE TIRE D\$1032.44			\$0.00	\$ 1032.44
* Due 3024-GRAYSON COUNTY DEPT OF \$3392.00 E E			\$0.00	\$ 3392.00
* Due 616-HARRISON COUNTY	\$5160.00		\$0.00	\$ 5160.00
* Due 1994-HART'S AUTO SUPPLY	\$402.96		\$0.00	\$ 402.96
* Due 370-HIGH POINT COMMUNICATIONS \$81.74			\$0.00	\$ 81.74
* Due 3255-HOLT CAT	\$691.66		\$0.00	\$ 691.66
* Due 1000-IKON OFFICE SOLUTIONS \$131.42			\$0.00	\$ 131.42
* Due 1605-INDUSTRIAL OILS UNLIMITE\$488.97			\$0.00	\$ 488.97
* Due 3740-INTERSTATE BRANDS CORP. \$743.24			\$0.00	\$ 743.24
* Due 930-J & L GEO SYSTEMS	\$135.00		\$0.00	\$ 135.00
* Due 1055-JEFF SCARBOROUGH	\$63.82		\$0.00	\$ 63.82
* Due 3633-JIM YOUNG	\$398.12		\$0.00	\$ 398.12
* Due 1530-JOHN FOSTER	\$125.00		\$0.00	\$ 125.00
* Due 3928-KLEIN ELECTRONICS	\$79.17		\$0.00	\$ 79.17

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 7

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 3714-L & S ADMINISTRATIVE CO\$2706.00			\$0.00	\$ 2706.00
* Due 3121-L. D. RESOURCES	\$310.35		\$0.00	\$ 310.35
* Due 181-LAGRONE AIR CONDITIONING &\$70.00 C			\$0.00	\$ 70.00
* Due 1669-LEO HICKS CREOSOTING CO\$5415.00			\$0.00	\$ 5415.00
* Due 3944-LYNDA RUSSELL	\$272.31		\$0.00	\$ 272.31
* Due 3737-MARSHALL FARM & RANCH CE\$185.25			\$0.00	\$ 185.25
* Due 3927-MARY HAZELWOOD	\$39.83		\$0.00	\$ 39.83
* Due 3708-NASON'S PLACE	\$49.90		\$0.00	\$ 49.90
* Due 3878-NELISSA ARENGDALE	\$650.00		\$0.00	\$ 650.00
* Due 3934-MICHAEL COTTON	\$204.00		\$0.00	\$ 204.00
* Due 3930-NEXTEL PARTNERS - CONST# \$53.04			\$0.00	\$ 53.04
* Due 3238-NORTRAX	\$8255.32		\$0.00	\$ 8255.32
* Due 3596-O'REILLY AUTO PARTS-S.O. \$13.54			\$0.00	\$ 13.54

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005
PAGE 8

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3327-OFFICE DEPOT CARD PLAN	\$351.74			\$0.00			\$ 351.74
* Due 3695-OFFICE OF THE SECRETARY	\$180.00			\$0.00			\$ 180.00
* Due 3202-OLNSTED-KIRK PAPER CORPA	\$672.43			\$0.00			\$ 672.43
* Due 3447-PANOLA COUNTY CHAMBER	\$13510.00			\$0.00			\$ 13510.00
* Due 2692-PANOLA COUNTY CRIMINAL JU	\$40.00			\$0.00			\$ 40.00
* Due 512-PANOLA COUNTY GENERAL FUN	\$525.93			\$0.00			\$ 525.93
* Due 1622-PANOLA COUNTY JURY FUND	\$5000.00			\$0.00			\$ 5000.00
* Due 3946-PANOLA COUNTY PAYROLL	\$10000.00			\$0.00			\$ 10000.00
* Due 3474-PANOLA COUNTY PLUMBING	\$227.50			\$0.00			\$ 227.50
* Due 2885-PANOLA COUNTY SO FORFEI	\$4085.90			\$0.00			\$ 4085.90
* Due 737-PANOLA POST/WATCHMAN	\$674.85			\$0.00			\$ 674.85
* Due 103-PEGUES-HURST MOTOR CO.	\$129.09			\$0.00			\$ 129.09
* Due 2969-PIERCE CONSTRUCTION INC	\$6512.00			\$0.00			\$ 6512.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/19/05

19 Jun 2005

PAGE 9

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 412-QUILL CORPORATION	\$1038.87	_____	_____	\$0.00	_____	_____	\$ 1038.87
* Due 3475-R. COLLIN UNDERWOOD	\$850.00	_____	_____	\$0.00	_____	_____	\$ 850.00
* Due 310-RADIO SHACK	\$131.62	_____	_____	\$0.00	_____	_____	\$ 131.62
* Due 20-RED MAN SUPPLY	\$20.50	_____	_____	\$0.00	_____	_____	\$ 20.50
* Due 3933-RENAISSANCE HOTEL-AUSTIN	\$276.00	_____	_____	\$0.00	_____	_____	\$ 276.00
* Due 525-RICK MCPHERSON	\$450.00	_____	_____	\$0.00	_____	_____	\$ 450.00
* Due 185-ROBERT UNDERWOOD	\$1650.00	_____	_____	\$0.00	_____	_____	\$ 1650.00
* Due 3772-SBC (INTERNET)	\$310.12	_____	_____	\$0.00	_____	_____	\$ 310.12
* Due 1690-SHREVEPORT COMMUNICATIONS	\$108.00	I _____	_____	\$0.00	_____	_____	\$ 108.00
* Due 1024-SPAN PUBLISHING INC	\$116.10	_____	_____	\$0.00	_____	_____	\$ 116.10
* Due 3551-TOCAA	\$50.00	_____	_____	\$0.00	_____	_____	\$ 50.00
* Due 29-TED'S SAW SHOP	\$36.14	_____	_____	\$0.00	_____	_____	\$ 36.14
* Due 2960-TERRY W. BLAKE PA-C	\$70.00	_____	_____	\$0.00	_____	_____	\$ 70.00
* Due 487-TEXAS ASSOCIATION OF COUN	\$225.00	_____	_____	\$0.00	_____	_____	\$ 225.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005
PAGE 10

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

* Due 3585-TEXAS COOPERATIVE EXTENS	\$825.00		\$0.00		\$ 825.00
* Due 843-TEXAS CORRECTIONS ASSOCIA	\$925.00		\$0.00		925.00
* Due 1098-TEXAS FILTER SERVICE INC	\$440.00		\$0.00		440.00
* Due 620-TEXAS JUVENILE PROBATION C	\$75.00		\$0.00		75.00
* Due 416-TEXAS MUNICIPAL COURT NEWS	\$48.00		\$0.00		48.00
* Due 3009-TEXAS PARKS & WILDLIFE	\$465.00		\$0.00		465.00
* Due 2500-TEXAS WILDLIFE DAMAGE N	\$1800.00		\$0.00		1800.00
* Due 3941-THE CHILDREN'S ASSESMENT	\$50.00		\$0.00		50.00
* Due 161-THE SOFTWARE GROUP	\$1560.00		\$0.00		1560.00
* Due 1-TOLEDO AUTOMOTIVE	\$2856.66		\$0.00		2856.66
* Due 668-TOM W. JONES, DDS	\$266.00		\$0.00		266.00
* Due 3931-TRENT ALLISON	\$25.00		\$0.00		25.00
* Due 973-TYLER UNIFORM	\$202.42		\$0.00		202.42

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 06/13/05

13 Jun 2005

PAGE 11

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1896-UNIFIRST	\$308.36			\$0.00			\$ 308.36
* Due 3608-UPS	\$75.57			\$0.00			\$ 75.57
* Due 3478-VARIAN INC	\$1410.00			\$0.00			\$ 1410.00
* Due 91-VIKING OFFICE PRODUCTS	\$2803.87			\$0.00			\$ 2803.87
* Due 3428-WALHART CONN PCCPS	\$393.44			\$0.00			\$ 393.44
* Due 2971-WALHART COMMUNITY SO	\$755.81			\$0.00			\$ 755.81
* Due 2722-WALTER VIVALDI	\$250.00			\$0.00			\$ 250.00
* Due 2533-WEST GROUP	\$1005.24			\$0.00			\$ 1005.24
* Due 3642-WRAY'S AUTO SERVICE & EX	\$206.94			\$0.00			\$ 206.94
* Due 64-XEROX CORPORATION	\$1568.44			\$0.00			\$ 1568.44
Totals	\$182658.25			\$0.00			\$ 182658.25

377 records listed.

PERSONNEL CHANGE REQUEST

Name: Kim Goodwin
Department: R & B
Position: SECRETARY
New Position
(if applicable): _____

Current wage or salary \$ 9.61
New wage or salary \$ 11.35
Effective date of change 6/14/05

[Signature]
Elected Official/Department Head
Signature

6/13/05
Date Signed

PERSONNEL CHANGE REQUEST

Name: CURTIS PIPKINS
 Department: R+B
 Position: TRUCK DRIVER
 New Position
 (if applicable): _____

Current wage or salary \$ 9. ³⁴/_{xx}
 New wage or salary \$ 9. ⁶¹/_{xx}
 Effective date of change 6/14/05

Ronnie LaDore
 Elected Official/Department Head
 Signature

6/13/05
 Date Signed

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2005
 MICKEY DORMAN, COUNTY CLERK, P.C.T. Mickey Dorman