



**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse Annex, Emory, Texas  
July 15, 2003 9:00 a.m.**

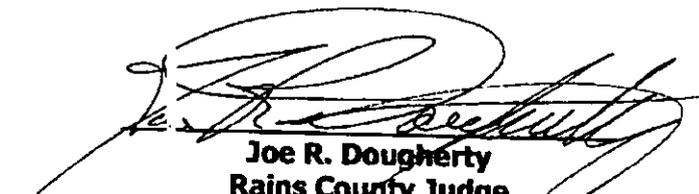
**ACTIONABLE AGENDA**

- <sup>1A</sup>  
1.010 Review and take necessary action regarding county policy and procedure violation(s) resulting in possible termination of employment (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

**Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.**



**Joe R. Dougherty  
Rains County Judge  
July 11, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**JULY 15, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON TUESDAY, THE 15TH DAY OF JULY, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON TUESDAY, JULY 15, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:00 A.M. ON TUESDAY, THE 15TH DAY OF JULY, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *REVIEWING AND TAKING NECESSARY ACTION REGARDING COUNTY POLICY AND PROCEDURE VIOLATION(S) RESULTING IN POSSIBLE TERMINATION OF EMPLOYMENT* CAME TO THE ATTENTION OF THE COURT.

DISCUSSION WITH ROAD & BRIDGE EMPLOYEE, PAUL SISK.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TERMINATE PAUL SISK.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

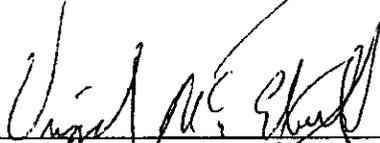
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

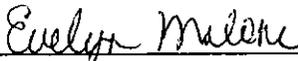
ALL MEMBERS OF THE COMMISSIONERS' COURT VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

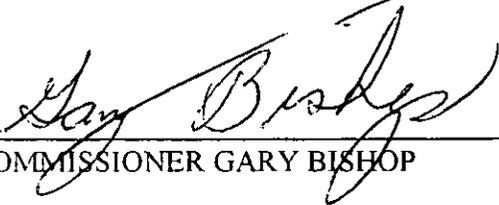
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 10:30 A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
\_\_\_\_\_  
JUDGE JOE RAY DOUGHERTY

  
\_\_\_\_\_  
COMMISSIONER VIRGIL MCENTURFF

  
\_\_\_\_\_  
COMMISSIONER EVELYN MALONE

  
\_\_\_\_\_  
COMMISSIONER GARY BISHOP

  
\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
\_\_\_\_\_  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 24th DAY OF July, 2003.

I, Paul Sore, do hereby request that the personnel matter stated on today's agenda be heard (discussed) in  open or  closed session of Commissioners Court, on this 15 day of 7, 2003.

Paul Sore  
Employee Signature

[Signature]  
Presiding Officer, Commissioners Court

TEXAS ASSOCIATION OF COUNTIES  
 P O 2131  
 AUSTIN TEXAS 78768-2131  
 FAX 512 478 1426  
 PHONE 512 478 8753  
 E-mail - JeriP@county.org

\*\*\*\*\*  
DATE: 7-10-03

TO: Hon. Joe Ray Dougherty - Rains County Judge

FAX #: 903 473 4298

FROM: JERI PORTER - PROGRAM ADMINISTRATION

NUMBER OF PAGES 4 INCLUDING COVER PAGE. IF YOU DO NOT RECEIVE THE CORRECT NUMBER OF PAGES, PLEASE CALL ME AS SOON AS POSSIBLE.

REF: Driver Exclusion - Paul Sisk

COMMENT: Per my discussion with Commissioner McEnturff, attached is my communication being sent today. When that original is received, please sign and return the endorsement for our permanent records.

Thank you for your assistance with this matter. Please do not hesitate to give me a call if you should have any questions.

Jeri Porter, CISR, AU  
Sr. Underwriter

# TEXAS ASSOCIATION OF COUNTIES

1204 San Antonio • Austin, TX 78701

P.O. Box 2131 • Austin, TX 78768-2131



Sam D. Scale • Executive Director

July 10, 2003

Rains County Commissioners Court  
 c/o Hon. Joe Ray Dougherty  
 Rains County Judge  
 PO Box 158  
 Emory, Texas 75440

RECEIVED  
 JUL 15 2003

Honorable Court Members:

We have reviewed the motor vehicle records for your employees and the following problem was identified:

The employee listed below must be excluded from the policy. Our underwriting guidelines stipulate that we exclude from pool coverage any driver with an invalid license. A driver exclusion endorsement is enclosed for:

Paul Henry Sisk TDL#00215024

Recent revisions in Texas law regarding employee privacy no longer allows us to release a copy of motor vehicle records without written authorization from the employee. If an employee believes there is an error in their records, the proper procedure is for that individual to contact the Texas Department of Public Safety to argue the objection, have the correction made and then furnish us with a corrected report for our further consideration. If you would like to discuss any of the underwriting decisions made regarding county employees' driving status, or if you have any other questions, please do not hesitate to call me at (800) 456-5974.

Sincerely,

Jon Porter, CISR, AU  
 Sr. Underwriter

CERTIFIED RECEIPT #70001530000 097 709 581

cc: Larry Cowles, TAC Claim Mgr.  
 John Payne, TAC Field Service Representative  
 Barron & Assoc.

jp

**TEXAS ASSOCIATION OF COUNTIES  
COUNTY GOVERNMENT RISK MANAGEMENT POOL  
AUTO LIABILITY COVERAGE DOCUMENT  
REVISED DECLARATIONS**

These Declarations form part of the Auto Liability Coverage Document between the Texas Association of Counties' County Government Risk Management Pool and the Named Member shown in Item B, below.

- Item A. COVERAGE DOCUMENT NO.:* 1900
- Item B. NAMED MEMBER AND ADDRESS:* RAINS COUNTY  
PO BOX 158  
EMORY, TEXAS 75440
- Item C. COVERAGE PERIOD:* From October 1, 2002 to October 1, 2003\*  
\*Dates under this item are 12:01 AM United States Central Time
- Item D. LIMITS OF LIABILITY:*
- |   |                 |
|---|-----------------|
| <b>Auto Liability Coverage</b>          |                 |
| <b>Bodily Injury Liability:</b>         |                 |
| Each Person:                            | \$100,000       |
| Each Accident                           | \$300,000       |
| <b>Property Damage Liability</b>        |                 |
| Each Accident:                          | \$100,000       |
| <b>Uninsured/Underinsured Motorists</b> | Per Endorsement |
| <b>Personal Injury Protection</b>       | Not Covered     |
- Item E. DEDUCTIBLE:* \$0
- Item F. CONTRIBUTION:*
- |                                      |                 |
|--------------------------------------|-----------------|
| Auto Liability Coverage Form         | \$10,502        |
| Non-Owned and Hired Coverage         | \$71            |
| Limited Mexico Coverage              | Included        |
| Supplementary Death Benefit          | Included        |
| Uninsured/Underinsured Motorists     | \$1,643         |
| Personal Injury Protection           | \$0             |
| LE Endorsement - Official Use of POV | \$0             |
| <b>TOTAL ANNUAL CONTRIBUTION</b>     | <b>\$12,216</b> |
- Item G. NOTICE OF ACCIDENT:*  
Notice of an accident or claim (including service of process) is to be delivered immediately to the Pool via the Texas Association of Counties Claim Department at:  
Texas Association of Counties  
Attn: Claims Department  
P.O. Box. 2131  
Austin, Texas 78768  
Fax: (512) 478-1426  
  
(Immediately, in addition to any fax transmission, transmit the notice of claim and related documents by U.S. Mail or other delivery service to the above address.)
- Item H. NAMED MEMBER'S DESIGNATED POOL COORDINATOR:* Hon. Joe Ray Dougherty
- Item I. FORMS AND ENDORSEMENTS:*  
The forms and endorsements comprising this Auto Liability Coverage Document at issuance are:  
TAC/AL (09/01); AL/SDB (09/01); AL/MEX (09/01); AL/NUCL (09/01); AL/DEX (09/01); AL/UM (09/01)

This agreement is issued by Beth Boyer/m, as authorized representative of the Pool on July 10, 2003, at Austin, Texas.

**AUTO LIABILITY**

**Exclusion of Named Driver and  
Partial Rejection of Coverages Endorsement**

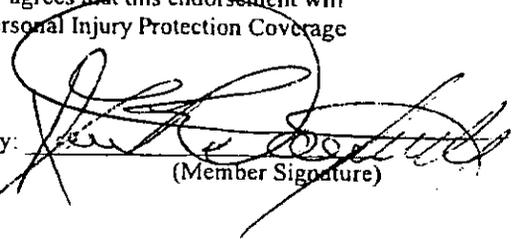
This endorsement modifies the Auto Liability Coverage Document to which it is attached. This change is effective on the inception date of the Document unless another date is indicated below.

The Named Member agrees that none of the coverages afforded by this document shall apply while

Paul Sisk, TDL# 00215024

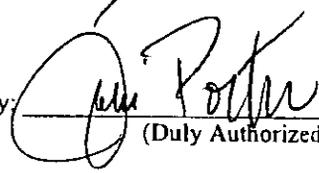
is operating any auto or any other motor vehicle. The Named Member further agrees that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists Coverage and Personal Injury Protection Coverage while any auto or any other motor vehicle is operated by the excluded driver.

Acknowledged by:



(Member Signature)

By:



(Duly Authorized TAC Representative)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE REMAIN UNCHANGED.

Endorsement: AL/DEX Endorsement Effective Date: July 10, 2003

Named Member: Rains County

Attached to and forming part of Coverage Document Number: 1900

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Rains County Courthouse Annex, Emory, Texas  
July 24, 2003, 9:00a.m.**

**OPEN FORUM  
By Written Request  
(Forms in Courtroom)**

1. <sup>1A</sup>~~009~~ Michael Bishop & Steve Anderson with Texas Department of Public Safety will present information regarding drivers license requirements and weights & measures.
2. <sup>1A</sup>~~179~~ Update regarding Eagle's Nest. (Court)

**ACTIONABLE AGENDA**

**Discuss and take necessary action on the following items:**

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

1. <sup>1B</sup>~~001~~ Road & Bridge Department
  - <sup>1B</sup>~~001~~ a.) Status of roads & bridges for Rains County. (Jones)
  - <sup>1B</sup>~~131~~ b.) Purchase of welder & torch.
2. <sup>1B</sup>~~256~~ Litter Abatement & On Site Sewage Facility Reports. (Roland)
  - <sup>1B</sup>~~256~~ a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

1. <sup>1B</sup>~~324~~ Payment of accounts.
2. \_\_\_ Line item transfers, if applicable.
3. \_\_\_ Budget amendments, if applicable.
4. \_\_\_ Treasurer's Monthly/Quarterly Reports. (Northcutt)
5. \_\_\_ Minutes of previous Commissioners Court meetings.
6. \_\_\_ District Clerk monthly report. (Traylor)
7. \_\_\_ County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY~COUNTY JUDGE**

- <sup>1B</sup>  
1. <sup>537</sup> Update of SB-7, Indigent Defense  
2. <sup>NA</sup> County Wide Emergency Management Plan  
3. <sup>NA</sup> Budget

**COMMISSIONER VIRGIL MCENTURFF~PCT. 1**

- <sup>1B</sup>  
4. <sup>590</sup> Setting of rates and collection procedures for all county fees.  
a.) \_\_\_ County Clerk Fees (Wallace)  
b.) \_\_\_ District Clerk Fees (Traylor)  
c.) \_\_\_ Justice of the Peace Fees (Smith)  
d.) \_\_\_ Sheriff Fees (Wilson)  
e.) \_\_\_ Constable Fees (Lockett)

5. \_\_\_ Records Management  
6. \_\_\_ Records Preservation

**COMMISSIONER EVELYN MALONE~PCT. 2**

- <sup>1B</sup>  
7. <sup>623</sup> Personnel Policy and Procedures (County Wide)  
8. \_\_\_ GASB-34  
9. \_\_\_ Hazardous Mitigation  
10. \_\_\_ Home Land Security

**COMMISSIONER GARY BISHOP~PCT. 3**

- <sup>1B</sup>  
11. <sup>622</sup> Safety Coordinator(County Wide)  
a.) \_\_\_ Ground Safety Reports.  
12. \_\_\_ Courthouse Renovation  
a.) \_\_\_ Lighting and location of the Veterans Memorial flag pole and new flag poles at the courthouse.  
13. \_\_\_ Facilities Maintenance

## (Section 3 Continued)

- a. YVA Striping & seal coating of courthouse parking lot, cost of \$4,000.00 to county & \$1,000.00 to city.
- b. YVA Courthouse security.

**COMMISSIONER RODNEY SMITH ~ PCT. 4**14. 2A LAN Implementation

## 15. \_\_\_ County Computer Networking System

- a.) \_\_\_ Hardware
- 1.) \_\_\_ Purchase of computer server for county network.
- b.) \_\_\_ Software
- c.) \_\_\_ Wiring of Facilities
- 1.) \_\_\_ Inter-local participation agreement for purpose of establishing sustainable electronic reporting capabilities in certain court offices.

## 16. \_\_\_ County Website Update &amp; Expansion

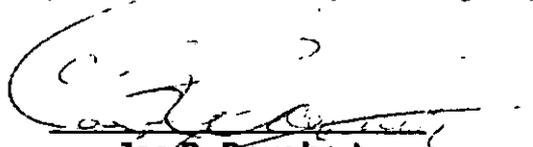
### SECTION IV. GENERAL COURT ITEMS

1. 2A 445 Genealogical Society requesting old school records. (McEnturff)
2. 2A 457 Authorized Southwest Consortium to administer alcohol testing in addition to random drug testing. (McEnturff)
3. 2A 105 Accept payment on damages to roads involved in the Dallas Pipeline Project from Rockdale Pipeline. (McEnturff)
4. 497 Advertise for County Depository Bids. (Court)
5. 2A 503 Advertise for bids on landfill property. (McEnturff)
6. 2A 520 Continuance/discontinuance of quarterly night court. (McEnturff)
7. 2A 591 Authorize sale of real property that received insufficient bids at sheriff's sale. (Court)
8. 1A 245 Permit request from FEC Electric, Inc. to construct electrical power distribution facilities along and across CR 2425. (Court)
9. 2A 580 Private Roads 5451 & 5450 in Pollard Lakeside Addition. (McEnturff)
10. 1A 659 Holiday schedule for FY 2003-2004. (Dougherty)
11. 1A 472 Long distance phone service for DPS office in Emory. (McEnturff)

**EXECUTIVE SESSION**

**During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.**

**Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.**



**Joe R. Dougherty  
Rains County Judge  
July 21, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

JULY 24, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 24TH DAY OF JULY, 2003, AT 9:00 A.M.

WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, JULY 24, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:05 A.M. ON THURSDAY, THE 24TH DAY OF JULY, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

MICHAEL BISHOP & STEVE ANDERSON WITH TEXAS DEPARTMENT OF PUBLIC SAFETY PRESENTED INFORMATION REGARDING CDL REQUIREMENTS AND WEIGHTS & MEASURES.

ALAN PRENDERGAST ADDRESSED THE COURT REGARDING EAGLE'S NEST.

BOB SISK ADDRESSED THE COURT REGARDING THE OPINION AFFIRMED BY THE COURT OF APPEALS IN THE TERRELL V. GOBLE, SISK & RAINS COUNTY CASE REGARDING DISMISSING THE CLAIMS AGAINST RAINS COUNTY AND JUDGE SISK.

THE MATTER OF *GENERAL COURT ITEMS* CAME TO THE ATTENTION OF THE COURT.

IV. 11. Tape 1A 427 THE MATTER OF *LONG DISTANCE PHONE SERVICE FOR DPS OFFICE IN EMORY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADD LONG DISTANCE PHONE SERVICE FOR DPS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,

MOTION CARRIED UNANIMOUSLY.

AT 10:05 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TAKE A RECESS FOR 10 MINUTES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:20 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1B 001 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>1</sup>.

I. 1. b. Tape 1B 131 THE MATTER OF *PURCHASE OF WELDER & TORCH* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 8 Tape 1B 245 THE MATTER OF *PERMIT REQUEST FROM FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG AND ACROSS CR 2425* CAME TO THE ATTENTION OF THE COURT.

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<sup>1</sup>COMPLETED WORK FOR 07/07/2003 THROUGH 07/17/2003, AVIS JONES  
JULY 24, 2003 COMMISSIONERS' COURT

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE THE PERMIT REQUEST<sup>2</sup> FROM FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG AND ACROSS CR 2425.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1B 256 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>3</sup>.

II. 1. Tape 1B 324 THE MATTER OF *TAKING NECESSARY ACTION REGARDING WARRANTS AUTHORIZING PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>4</sup>.

COURT MEMBERS VOTING AYE: EVELYN MALONE, JOE RAY DOUGHERTY, GARY BISHOP AND RODNEY SMITH.

COURT MEMBERS VOTING NO: NONE.

COURT MEMBERS ABSTAINING: VIRGIL MCENTURFF

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<sup>2</sup>FEC ELECTRIC PERMIT REQUEST DATED 7/7/03 & APPROVAL FOR UTILITY PERMIT NO. 2306001721 FROM RAINS COUNTY COMMISSIONERS' COURT DATED 7/24/03

<sup>3</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 7/24/03

<sup>4</sup>COMMISSIONERS COURT REGISTER DATED 7/24/03

MOTION CARRIED.

II. 5. Tape 1B 470 THE MATTER OF *TAKING NECESSARY ACTION REGARDING MINUTES OF PREVIOUS COMMISSIONERS COURT MEETING* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO WAIVE THE READING OF THE MINUTES AND TO APPROVE THE COMMISSIONER'S COURT MEETING MINUTES OF JULY 10, 2003 AND JULY 15, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

III. 13. a. Tape 1B 692 THE MATTER OF *STRIPING & SEAL COATING OF COURTHOUSE PARKING LOT, COST OF \$4,000.00 TO COUNTY & \$1,000.00 TO CITY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO SEAL COAT THE COURTHOUSE PARKING LOT AND TO STRIPE THE HEAD IN PARKING SURROUNDING THE COURTHOUSE AND TO STRIPE THE SOUTH & WEST PARALLEL PARKING AREA AND THE SHERIFF'S DEPARTMENT PARKING.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 11:45 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TAKE A RECESS FOR 10 MINUTES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 11:55 A.M. WITH ALL MEMBERS  
OF THE COURT PRESENT.

III.15.a.1. Tape 2A 220 THE MATTER OF *PURCHASE OF COMPUTER SERVER FOR  
COUNTY NETWORK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

III.15.c.1. Tape 2A 392 THE MATTER OF *INTER-LOCAL PARTICIPATION  
AGREEMENT FOR PURPOSE OF ESTABLISHING SUSTAINABLE ELECTRONIC REPORTING  
CAPABILITIES IN CERTAIN COURT OFFICES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED  
BY COMMISSIONER EVELYN MALONE TO APPROVE THE INTERLOCAL  
PARTICIPATION AGREEMENT<sup>5</sup> BETWEEN COUNTY INFORMATION RESOURCES  
AGENCY (CIRA) AND RAINS COUNTY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV.1. Tape 2A 445 THE MATTER OF *GENEALOGICAL SOCIETY REQUESTING OLD  
SCHOOL RECORDS* CAME TO THE ATTENTION OF THE COURT.

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<sup>5</sup>COURT CONNECTIVITY AND REPORTING PROJECT INTERLOCAL  
PARTICIPATION AGREEMENT DATED 7/24/03

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ALLOW THE GENEALOGICAL SOCIETY TO HAVE THE OLD SCHOOL RECORDS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 2. Tape 2A 456 THE MATTER OF *AUTHORIZED SOUTHWEST CONSORTIUM TO ADMINISTER ALCOHOL TESTING IN ADDITION TO RANDOM DRUG TESTING* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO AUTHORIZE SOUTHWEST CONSORTIUM TO ADMINISTER ALCOHOL TESTING IN ADDITION TO RANDOM DRUG TESTING FOR CDL DRIVERS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 2A 471 THE MATTER OF *ACCEPTING PAYMENT ON DAMAGES TO ROADS INVOLVED IN THE DALLAS PIPELINE PROJECT FROM ROCKDALE PIPELINE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO PASS THIS ITEM UNTIL LATER IN THE AGENDA.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape 2A 491 THE MATTER OF *ADVERTIZE FOR COUNTY DEPOSITORY BIDS*

CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADVERTISE FOR COUNTY DEPOSITORY BIDS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2A 508 THE MATTER OF *ADVERTISE FOR BIDS ON LANDFILL PROPERTY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADVERTISE FOR BIDS ON LANDFILL PROPERTY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 6. Tape 2A 520 THE MATTER OF *CONTINUANCE/DISCONTINUANCE OF QUARTERLY NIGHT COURT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 7. Tape 2A 591 THE MATTER OF *AUTHORIZED SALE OF REAL PROPERTY THAT RECEIVED INSUFFICIENT BIDS AT SHERIFF'S SALE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED

BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE RESOLUTION<sup>6</sup> ON THE BID FROM TERRY W. BUSBY ON PROPERTY FROM SHERIFF'S SALE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 10. Tape 2A 659 THE MATTER OF *HOLIDAY SCHEDULE FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 2B 165 THE MATTER OF *ACCEPTING PAYMENT ON DAMAGES TO ROADS INVOLVED IN THE DALLAS PIPELINE PROJECT FROM ROCKDALE PIPELINE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE THE CONTRACT<sup>7</sup> BETWEEN RAINS COUNTY AND ROCKDALE PIPELINE COMPANY FOR DAMAGES MADE TO RAINS COUNTY ROADS DURING PHASE II OF THE CITY OF DALLAS WATERLINE PROJECT..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY

---

<sup>6</sup>RESOLUTION NO 07/24/03, SALE OF REAL PROPERTY

<sup>7</sup>ADDENDUM TO CONTRACT DATED 7/24/03

SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO DEPOSIT THE CHECK IN THE SUM OF \$220,000.00 IN A SPECIAL ROAD & BRIDGE ACCOUNT.

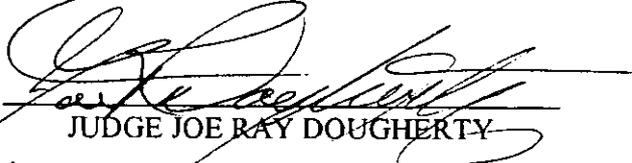
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

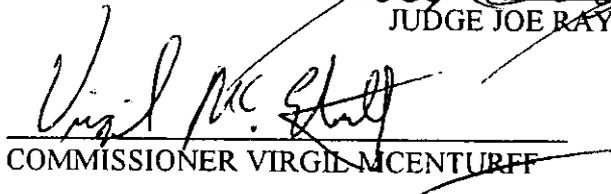
A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

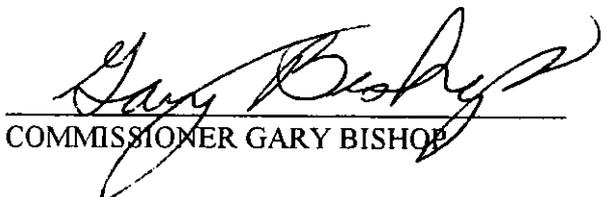
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 1:05 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

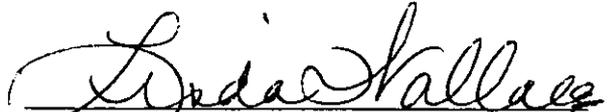
  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.



# COUNTY OF RAINS

VOL.

039 PAGE 024

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

## Work Completed From 07-07-03 Through 07-17-03

07-07-03 (Monday) Shredded CRs 1424, 1423, 1420, 1421, 1425, 1503, 1502, 1450, 1455, 1460, 1470, 1472 and 1475, using equipment #'s 410 and 411. Repaired culverts on CRs 4500 and 4480 with 3 loads gravel using equipment #'s 204, 202, 107 and 705. Shredded roads 1410, 1310, 1235, 4255, 1230, 4330, 1220, 1230, 4235, 4020 and 4010. Cleared boat ramp and patched at Rainswood. Patched CR 3480 using equipment #'s 703, 103 and 203. Patched CRs with oil sand 3319, 3317, 3324, 3310 and 3190 using equipment # 102.

07-08-03 (Tuesday) Worked on Head Start parking lot, landscape and at the Courthouse. Used equipment #'s 107, 202 and 705. Shredded CRs 1530, 1531, 4250, 4251, 4253 and 4254. Used equipment #'s 410 and 411. General maintenance on equipment # 410 and 411. Bladed and spread base on CRs 3480 and 3388 using equipment #'s 205, 105 and 711. Patched CRs 3326, 3327, 3328, 3330 and 3418 with oil sand using equipment # 102. Removed trees from CRs 3418 and 2400.

07-09-03 (Wednesday) Repaired culvert for property owner on CR 3327, used 1 load rock. Cut brush, trees and removed limbs from CR 4320 using equipment #'s 107, 705, 202 and 108. Mixed and applied oil sand for CRs 1532 and 1533 using equipment #'s 505 and 103. On CR 1532, 150 tons oil sand used and on CR 1533, 215 tons oil sand used. Shredded CRs 4310, 4510, 4515, 4516, 1525, 1515 and 1520 using equipment #'s 410 and 411. General maintenance on equipment #'s 410 and 411. Patched with oil sand 4250, 1622, 1621, 1626 and 1633 using 1 load oil sand. Equipment used for job # 102.

07-10-03 (Thursday) Shredded CRs 1603, 1605, 1610, 1615 and 4530. Used equipment #'s 410 and 411. Cut brush and tree limbs on CR 4320 used equipment # 108 and 716. Applied oil sand to CR 1531 using 244.38 tons oil sand and equipment # 505. Cut tree limbs and brush from CR 4325 using equipment #'s 105, 704, 408 and 202. Rolled and packed CRs 1531, 1532, and 1533 with steel roller, used equipment #'s 103 and 712.

07-14-03 (Monday) Shredded CRs 1690, 1691, 1540, 1403 and 1404. Used equipment #'s 410 and 411. Shovel patched with oil sand CRs 2181, 2180, 1629,

Page 2

**Work Completed From 07-07-03 Through 07-17-03**

1628 and 1624. Used equipment # 102. Cut tree limbs and brush from CR 2300, using equipment #'s 408, 105 and 704. Installed culvert and cleaned out ditches on CR 1605, using equipment # 503 and 202. 3 loads oil sand used to install culvert. Applied 293.89 tons oil sand to CR 1531 using equipment # 505.

07-15-03 (Tuesday) Repaired a mailbox on CR 1605. Installed culvert for property owner Mr. Fox on CR 4480, using 1 load rock also, cleaned out ditches using equipment # 503. Rolled CR 1531, bladed CRs 2520 and 2610. Used equipment #'s 712, 501 and 108. Shredded CRs 1402, 4460 and 4470. General maintenance on equipment #' 410, 411 and 107. Shovel patched with oil sand on CRs 3376, 3370 and 3360. Using 1 load oil sand and equipment # 102. Trimmed tree branches and hauled off on CRs 3310 and 3315, using equipment #'s 704, 408, 105 and 405.

07-16-03 (Wednesday) Cleared road ditches on CR 4480. Patched CR 1640 using 1 load oil sand and equipment #'s 202 and 103. Installed culvert under CR 3485 (12"X24') using 1 load rock and equipment #'s 202,107 and 705. Shovel patched CRs 3376, 3370, 3360, 3315 and 2610 using 1 load oil sand and 1 load rock and equipment # 102. Shredded CRs 4500, 4480, 4520, 4455, 4452, 4453, 4430 and 4450 using equipment #'s 410 and 411. General maintenance on equipment #'s 410 and 411. Cleared brush and tree limbs from CR 3150 and 3393 using equipment #'s 405, 704 and 105. Safety Meeting for all the crew.

07-17-03 (Thursday) Cleared brush and tree limbs from CRs 4430, 4410, 1150 and 1275. Used equipment # 203. Shredded CRs 4410, 4370, 4360, 4325, 4320, 4340, 4240, 4220, 4040 and 4050. Used equipment #'s 410 and 411, also greased and did general maintenance on # 410 and 411. Shovel patched with 1 load oil sand CRs 2610, 2515, 2250 and 2470. Used equipment #'s 704, 105 and 203.

**Work Planned For the Next Two Weeks**

In the next two weeks culverts will be installed on CRs 3480, 1295, 3150, 3210 and 1410. Shredding on the county roads will continue. We have plans to blade and pack 1605. Patching and packing potholes on various county roads will be done. Remember if you need us please do not hesitate to call us at 903-473-8783, Fax 903-473-9543 or email us at our new email address: rains.co.roads@verizons.net

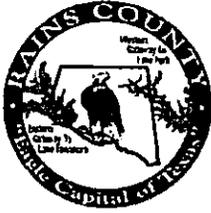
## Safety + Security Meeting

7-16-03

Meeting on ground safety: the use of signs, cones, etc.,  
at the work-site.

Meeting on the security of equipment, buildings + grounds.

Kenneth Francis  
Jerry Marney  
Neil Hall  
Louise Burkhardt  
Eddie Burns  
Lloyd Phelps



# COUNTY OF RAINS VOL. 029 PAGE 027

## COMMISSIONER'S COURT

P.O. Box 158 /167 East Quitman Street  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



July 24, 2003

Mr. Tim Mackey, Supervisor  
Field Engineering  
FEC Electric  
PO Box 6037  
Greenville, TX 75403

Re: Utility Permit No. 2306001721

Dear Mr. Mackey:

Rains County has no objection to the location of your electrical power distribution facilities along and across the right-of-way of County Road #2425 per FEC Electric Company permit request.

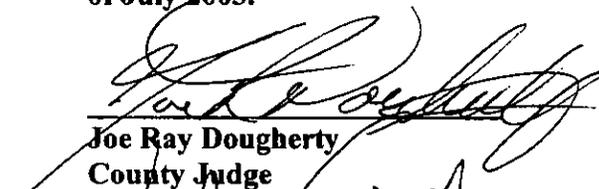
It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use with the following conditions:

1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
2. All road crossings will have a minimum vertical crossing of twenty-two (22) feet. Use single pole construction along county road.
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway:
4. Rains County, its employees, agents or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be or be suffered by any person or persons, corporation or Property by reason of the performance of any such work,

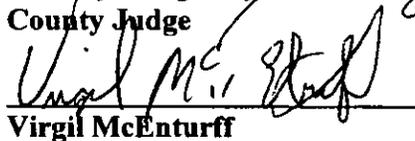
character of materials used or manner of installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

- 5. **FEC Electric Company (Grantee), its successors or assigns will upon notice to them of commencement of such action, defend the same at their own expense and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Rains County.**
- 6. **Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of FEC Electric Company (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and**
- 7. **The job superintendent must contact Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work. The Administrator can be contacted at (903) 473-8783 (7:00 a.m.- 3:30 p.m.)**

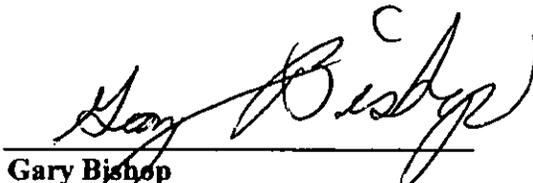
Approved by Rains County Commissioners Court this 24<sup>th</sup> day of July 2003.



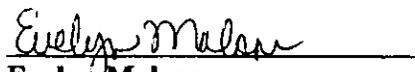
Joe Ray Dougherty  
County Judge



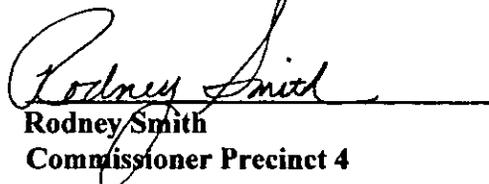
Virgil McEnturff  
Commissioner Precinct 1



Gary Bishop  
Commissioner Precinct 3



Evelyn Malone  
Commissioner Precinct 2



Rodney Smith  
Commissioner Precinct 4



July 07, 2003

Office of County Judge  
P.O. Box 158  
Emory, TX 75440

RE: Rains County Right-of-Way Permit Request  
Service Order No.: 2306001721

Dear Sir or Madam:

FEC Electric, Inc. is requesting permission to construct electrical power distribution facilities along and across the following County Road which is located within your county:

County Road: 2425  
Road Composition: Dirt  
Location: 7/10ths mile south of CR 2420

A site location map and construction sketch is enclosed. The construction sketch details the proposed work. All road crossings will have a minimum vertical clearance of twenty-two (22) feet.

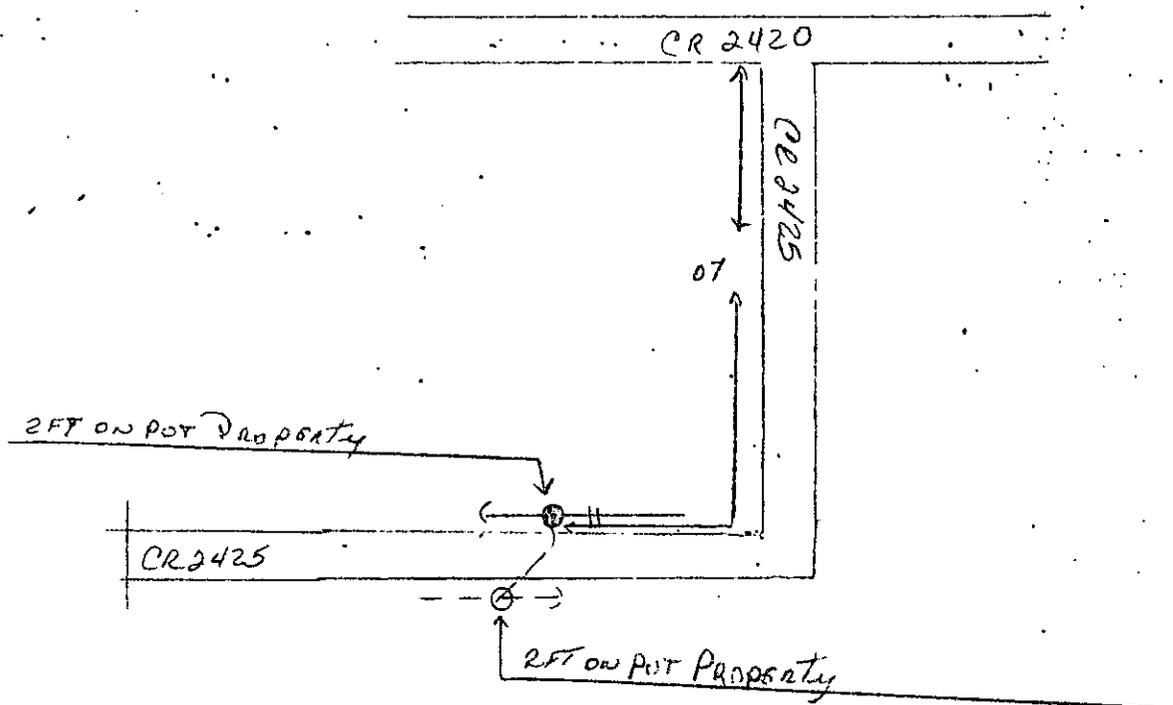
If you have any questions, please contact James Vaughn , or me at 903-455-1715 or 1-800-541-2662.

Yours truly,

A handwritten signature in black ink that reads 'Tim Mackey'.

Tim Mackey,  
Field Engineering Supervisor

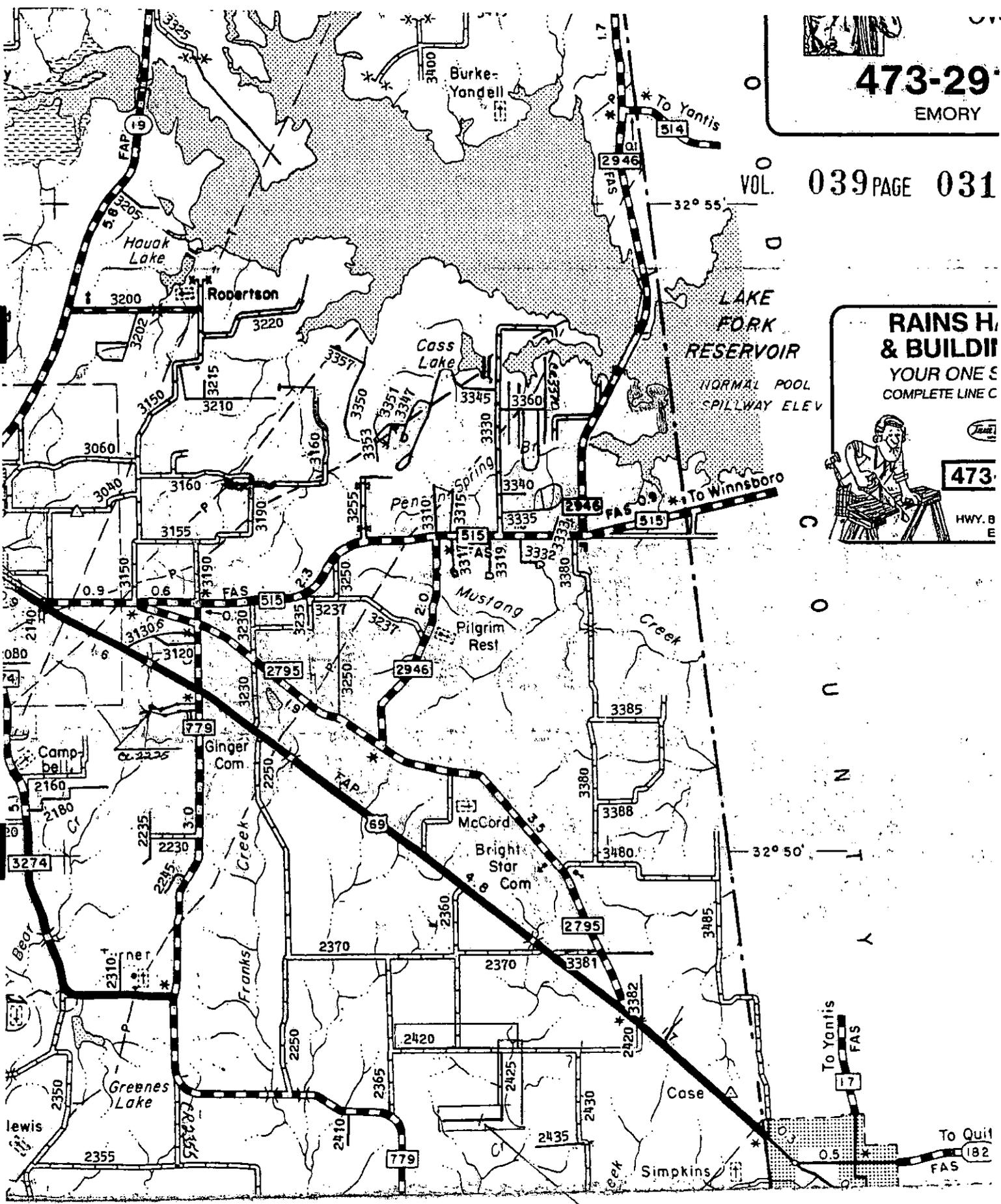
Enclosures



NOTICE OF PROPOSED ELECTRIC  
Facilities - County Permit

- Indicated Existing Pole 4014
- ) Indicates Existing Guy/Anchor 1
- //— Indicates Existing Conductor #40052
- Indicates Proposed Pole 4014
- - -) Indicates Proposed Guy/Anchor Number Needed
- - - Indicates Proposed Conductor #40052 32FT

Member/Consumer Name	Grid	Work Order #
Tom G. Ross	663308-0890098	Const. 2306001721.11
Drawn By JAS. VAUGHN	Date 6-30-03	Ret.



**473-29**  
EMORY

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**RAINS H. & BUILDING**  
YOUR ONE STOP COMPLETE LINE COMPANY

**473**  
HWY. B E

SITE LOCATION MAP

Tom G. Ross

66-33-08-059-0098

2306001721, 11

## Environmental Enforcement Report

July 24, 2003

Date	Action	Value Y/T/D
	Litter	
July 22	Community Service 16 hours X \$5.50	\$171.75
	Fines YTD	\$415.00
		\$1109.50
	Total Y/T/D	\$1,696.25

OSSF month to date:

County Road 1325 aerobic

OSSF Y/T/D 30 \$8,780.00

Grand Total \$10,476.25

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$	
***** ALLISON. BASS & ASSOCIATES. LLP							
TACCLEL055	07/11/03	07/24/03	369.87	NON-DEPARTMENTAL	INSURANCE	369.87	
TACCP0L057	07/11/03	07/24/03	486.00	NON-DEPARTMENTAL	INSURANCE	486.00	
Total Displayed =						1355.87	
***** AMERA-CHEM. INC							
20860B	06/30/03	07/24/03	8.95	JUSTICE PEACE	OFFICE SUPPLIES	8.95	
Total Displayed =						8.95	
***** AG-POWER. INC							
700255	07/10/03	07/24/03	41.13	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	41.13	
86973	07/10/03	07/24/03	4.23	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	4.23	
Total Displayed =						45.36	
***** ACHRY BREAKY GLASS							
5695	07/15/03	07/24/03	185.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	185.00	
Total Displayed =						185.00	
***** ALBA-GOLDEN CREDIT UNION							
XX	07/18/03	07/18/03	420.00	GENERAL FUND	CREDIT UNION	420.00	
Total Displayed =						420.00	
***** ALLIED HEALTH							
DENTAL	07/21/03	07/21/03	1320.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	HEALTH INSURANCE	1291.00	
						HEALTH INSURANCE	29.00
Total Displayed =						1320.00	
***** AMY WALLACE							
REIMB	07/17/03	07/24/03	392.55	COUNTY ATTORNEY	SEMINAR EXPENSE	392.55	
Total Displayed =						392.55	
***** BRODART CO							
G289198	07/03/03	07/24/03	8.27	PUBLIC LIBRARY	LIBRARY MATERIAL	8.27	
Total Displayed =						8.27	
***** BILL REESE							
REIMB CELL	07/24/03	07/24/03	30.78	JUSTICE PEACE	TELEPHONE	30.78	
Total Displayed =						30.78	
***** BOBBY ROBBINS							
XX	07/16/03	07/24/03	72.00	SHERIFF & JAIL	PRISONER FOOD	72.00	
Total Displayed =						72.00	
***** BELL SOUTH SUBPOENA COMPLIANCE							
GS60307223	07/08/03	07/24/03	35.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	35.00	
Total Displayed =						35.00	
***** CO & DIST CLERKS' ASSN OF TEXAS							
WALLACE	07/24/03	07/24/03	75.00	COUNTY COURT/CLERK	DUES	75.00	
TRAYLOR	07/21/03	07/24/03	75.00	DISTRICT CLERK	DUES	75.00	
Total Displayed =						150.00	
***** CHEM-DOT							
3655	07/11/03	07/24/03	300.05	MAINTENANCE	CUSTODIAL SUPPLIES	300.05	
Total Displayed =						300.05	

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INVOICE	INV-DATE	DUE-DATE	INV \$	Department	Line Item	Pay \$
***** CODY SANDERS						
REIMB CELL	07/24/03	07/24/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
						Total Displayed = 30.78
***** CRITICAS						
XX	06/30/03	07/24/03	39.95	PUBLIC LIBRARY	LIBRARY MATERIAL	39.95
						Total Displayed = 39.95
***** DIVERSIFIED ALARM SYSTEMS, INC						
527	06/17/03	07/24/03	217.50	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	217.50
						Total Displayed = 217.50
***** DIKE CONTRACTORS						
2944	07/14/03	07/24/03	56695.15	UNIT ROAD & BRIDGE	ROAD MATERIAL	56695.15
2944	07/14/03	07/24/03	9928.86	SPECIAL ROAD MATERIALS	ROAD MATERIALS	9928.86
						Total Displayed = 66624.01
***** DUKO OIL CO						
22691	07/08/03	07/24/03	20.68	ENVIRONMENTAL ENFORCE	FUEL	20.68
22765	07/14/03	07/24/03	20.46	ENVIRONMENTAL ENFORCE	FUEL	20.46
90534	07/11/03	07/24/03	627.50	SHERIFF & JAIL	FUEL & OIL	627.50
90544	07/15/03	07/24/03	495.00	UNIT ROAD & BRIDGE	FUEL & OIL	495.00
						Total Displayed = 1163.64
***** JON SMITH						
REIMB CELL	07/24/03	07/24/03	42.50	JUSTICE PEACE	TELEPHONE	42.50
						Total Displayed = 42.50
***** DESK TOP						
17019	07/02/03	07/24/03	15.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	15.00
17049	07/09/03	07/24/03	106.00	DISTRICT CLERK	OFFICE SUPPLIES	106.00
						Total Displayed = 121.00
***** DEALER TAG SERVICES						
171415	07/10/03	07/24/03	105.92	REGISTRATION OFFICE	OFFICE SUPPLIES	105.92
						Total Displayed = 105.92
***** ELECTRONIC FEDERAL TAX PMT SYS						
SS-WH	07/18/03	07/18/03	10208.69	GENERAL FUND	PAYROLL W/H PAYABLE	2890.03
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	7055.01
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
						Total Displayed = 10208.69
***** EMURY INSURANCE AGENCY						
STOUT	07/21/03	07/24/03	50.00	SHERIFF & JAIL	BONDS	50.00
KEY	07/21/03	07/24/03	122.50	COUNTY COURT/CLERK	BONDS	122.50
						Total Displayed = 172.50
***** EVELYN MALONE						
REIMB CELL	07/24/03	07/24/03	42.50	PREC #2 COMMISSIONER	TELEPHONE	42.50
REIMB	07/14/03	07/24/03	15.14	PREC #2 COMMISSIONER	BOOKS	15.14
REIMB	07/18/03	07/24/03	8.60	PREC #2 COMMISSIONER	OFFICE SUPPLIES	8.60
						Total Displayed = 66.24
***** EMURY VETERINARY CLINIC						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line item	Pay \$
28	07/18/03	07/24/03	120.00	NON-DEPARTMENTAL	CONTINGENCY	120.00
						Total Displayed = 120.00
***** FIRST CHOICE POWER						
PCT 4	07/11/03	07/24/03	85.67	UNIT ROAD & BRIDGE	ELECTRIC	85.67
						Total Displayed = 85.67
***** HAMPTON INN						
FISCHER	07/24/03	07/24/03	220.35	SHERIFF & JAIL	SEMINAR EXPENSE	220.35
						Total Displayed = 220.35
***** JIMMY WOOLLEY						
REIMB CELL	07/24/03	07/24/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
						Total Displayed = 30.78
***** JOE R DOUGHERTY						
REIMB CELL	07/24/03	07/24/03	42.50	COUNTY JUDGE	TELEPHONE	42.50
						Total Displayed = 42.50
***** KENNETH FRANCIS						
REIMB CELL	07/24/03	07/24/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
						Total Displayed = 30.78
***** KOYOTE COMMUNICATIONS						
XX	07/15/03	07/24/03	40.51	PUBLIC LIBRARY	TELEPHONE	40.51
						Total Displayed = 40.51
***** KIPLINGERS RETIREMENT REPORT						
XX	07/15/03	07/24/03	29.95	NON-DEPARTMENTAL	PUBLICATIONS	29.95
						Total Displayed = 29.95
***** KIRK T GARNER, ATTY						
BLACKBURN	07/08/03	07/24/03	349.84	354TH DISTRICT COURT	TRIAL EXPENSE	349.84
						Total Displayed = 349.84
***** LEXIS NEXIS MATTHEW BENDER						
0306142262	06/30/03	07/24/03	15.00	LAW LIBRARY FUND	LAW LIBRARY	15.00
						Total Displayed = 15.00
***** LORD ABBETT - 457 PLAN						
XX	07/18/03	07/18/03	398.78	GENERAL FUND	DEFERRED COMP.	398.78
						Total Displayed = 398.78
***** LEE ROLAND						
REIMB	07/16/03	07/24/03	35.30	ENVIRONMENTAL ENFORCE	SUPPLIES	35.30
						Total Displayed = 35.30
***** LONE STAR LIBRARIES GRANT						
REIMB	07/17/03	07/24/03	208.70	LIBRARY CAPITAL	CAPITAL	208.70
						Total Displayed = 208.70
***** LINDA WALLACE, CLERK						
CORRECTION	07/17/03	07/17/03	650.75	GENERAL FUND	CLERK FEES	650.75
CORRECTION	07/21/03	07/21/03	200.00	GENERAL FUND	CLERK FEES	200.00
						Total Displayed = 850.75

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** MRS BAIRDS						
27	06/03/03	07/24/03	62.90	SHERIFF & JAIL	PRISONER FOOD	62.90
28	07/10/03	07/24/03	41.00	SHERIFF & JAIL	PRISONER FOOD	41.00
Total Displayed =						103.90
***** MICKEY COOPER						
REPL JP	07/11/03	07/24/03	369.28	JUSTICE PEACE	REPLACEMENT FOR JP	369.28
Total Displayed =						369.28
***** MELBA WILEY						
REIMB	06/28/03	07/24/03	2.68	DISTRICT CLERK	OFFICE SUPPLIES	2.68
Total Displayed =						2.68
***** NACO CLEARING ACCOUNT						
DEF CGMP	07/18/03	07/18/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
Total Displayed =						10.00
***** OMNIBASE SERVICES OF TEXAS						
XX	07/23/03	07/23/03	96.00	NON-DEPARTMENTAL	TRIAL FEES TO STATE	96.00
Total Displayed =						96.00
***** OFFICE DEPOT						
210513550	07/09/03	07/24/03	22.94	COUNTY JUDGE	OFFICE SUPPLIES	22.94
210567104	07/09/03	07/24/03	39.35	COUNTY TREASURER	OFFICE SUPPLIES	39.35
210187577	07/07/03	07/24/03	13.59	COUNTY ATTORNEY	OFFICE SUPPLIES	13.59
209919286	07/10/03	07/24/03	70.81	COUNTY ATTORNEY	OFFICE SUPPLIES	70.81
209477779	06/25/03	07/24/03	7.20	PUBLIC LIBRARY	OFFICE SUPPLIES	7.20
Total Displayed =						153.89
***** PHILIP ALEXANDER. ATTY						
VAUGHN	07/10/03	07/24/03	75.00	354TH DISTRICT COURT	TRIAL EXPENSE	75.00
KIRKPATRIC	07/10/03	07/24/03	344.32	354TH DISTRICT COURT	TRIAL EXPENSE	344.32
PEREZ	07/10/03	07/24/03	187.50	354TH DISTRICT COURT	TRIAL EXPENSE	187.50
COODY	07/10/03	07/24/03	268.62	354TH DISTRICT COURT	TRIAL EXPENSE	268.62
BLACKBURN	07/10/03	07/24/03	150.00	354TH DISTRICT COURT	TRIAL EXPENSE	150.00
Total Displayed =						1025.44
***** PITNEY BOWES						
3417532	07/13/03	07/24/03	369.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	369.00
Total Displayed =						369.00
***** PHYSICIANS DESK REFERENCE						
XX	07/24/03	07/24/03	69.95	COUNTY ATTORNEY	OFFICE SUPPLIES	69.95
Total Displayed =						69.95
***** PAUL SISK						
REIMB	07/24/03	07/24/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
Total Displayed =						30.78
***** PUPPEI WISE PRODUCTIONS						
XX	05/21/03	07/24/03	175.00	PUBLIC LIBRARY	PROGRAMS	175.00
Total Displayed =						175.00
***** RAINS COUNTY LEADER						
1294	06/24/03	07/24/03	82.80	NON-DEPARTMENTAL	PUBLICATIONS	82.80
1293	06/24/03	07/24/03	112.20	NON-DEPARTMENTAL	PUBLICATIONS	112.20

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invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
1295	06/24/03	07/24/03	41.40	NON-DEPARTMENTAL	PUBLICATIONS	41.40
Total Displayed :						236.40
***** ROLAND FERGURSON. ATTY						
3726-A	07/18/03	07/24/03	200.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	200.00
6149-A	04/29/03	07/24/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
Total Displayed :						450.00
***** RELIABLE OFFICE SUPPLIES						
QQF39600	07/08/03	07/24/03	44.95	SHERIFF & JAIL	OFFICE SUPPLIES	44.95
QQ307400	07/14/03	07/24/03	181.42	SHERIFF & JAIL	OFFICE SUPPLIES	181.42
Total Displayed :						226.37
***** RODNEY SMITH						
REIMB	07/24/03	07/24/03	42.50	PREC #4 COMMISSIONER	TELEPHONE	42.50
REIMB	07/17/03	07/24/03	20.32	PREC #2 COMMISSIONER	OFFICE SUPPLIES	20.32
REIMB	07/17/03	07/24/03	20.32	PREC #4 COMMISSIONER	OFFICE SUPPLIES	20.32
Total Displayed :						83.14
***** ROBERT VITITOW						
REIMB	07/16/03	07/24/03	418.03	COUNTY ATTORNEY	SEMINAR EXPENSE	418.03
Total Displayed :						418.03
***** SKY BLUE WATER						
28711	07/16/03	07/24/03	12.75	NON-DEPARTMENTAL	CONTINGENCY	12.75
Total Displayed :						12.75
***** STATE COMPTROLLER						
OMNI REPOR	07/23/03	07/23/03	320.00	NON-DEPARTMENTAL	TRIAL FEES TO STATE	320.00
Total Displayed :						320.00
***** SYSCO FOOD SERVICES. IMC						
307100641	07/10/03	07/24/03	251.97	SHERIFF & JAIL	PRISONER FOOD	251.97
307100641	07/10/03	07/24/03	32.99	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	32.99
307100641	07/10/03	07/24/03	76.73	SHERIFF & JAIL	PRISONER SUPPLIES	76.73
307170830	07/17/03	07/24/03	584.28	SHERIFF & JAIL	PRISONER FOOD	584.28
307170830	07/17/03	07/24/03	83.90	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	83.90
Total Displayed :						1029.87
***** SULPHUR SPRINGS FAMILY HEALTHCAR						
079121-02	07/17/03	07/24/03	110.00	NON-DEPARTMENTAL	CONTINGENCY	110.00
079121-02	07/17/03	07/24/03	110.00	NON-DEPARTMENTAL	CONTINGENCY	110.00
Total Displayed :						220.00
***** SULPHUR SPRINGS HYD & MACH SHOP						
6470	07/08/03	07/24/03	91.50	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	91.50
6554	07/21/03	07/24/03	177.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	177.00
Total Displayed :						268.50
***** SOUTHWEST TEXAS STATE UNIVERSITY						
SMITH	07/14/03	07/14/03	35.00	JUSTICE PEACE	SEMINAR EXPENSE	35.00
Total Displayed :						35.00
***** THOMSON-WEST						
6016866012	07/01/03	07/24/03	76.30	LAW LIBRARY FUND	LAW LIBRARY	76.30
Total Displayed :						76.30

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** TYLER ASPHALT & GRAVEL CO						
10012938	07/09/03	07/24/03	9319.49	UNIT ROAD & BRIDGE	ROAD MATERIAL	9319.49
10012981	07/10/03	07/24/03	6229.14	UNIT ROAD & BRIDGE	ROAD MATERIAL	6229.14
10013028	07/14/03	07/24/03	9366.92	UNIT ROAD & BRIDGE	ROAD MATERIAL	9366.92
Total Displayed =						24915.55
***** TAC HEBP						
HEALTH INS	07/14/03	07/14/03	20453.75	NON-DEPARTMENTAL	HEALTH INSURANCE	18763.86
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	407.91
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	1281.98
Total Displayed =						20453.75
***** TAC PROPERTY & CASUALTY SELF-INS						
CRIME COV	07/07/03	07/24/03	1752.00	NON-DEPARTMENTAL	INSURANCE	1752.00
Total Displayed =						1752.00
***** TEXAS CO & DIST RETIREMENT SYS						
RETIREMENT	07/23/03	07/23/03	12638.32	NON-DEPARTMENTAL	RETIREMENT	603.76
				UNIT ROAD & BRIDGE	RETIREMENT	14.40
				GENERAL FUND	PAYROLL RETIREMENT PAYABLE	11740.16
				I & S FUND	PAYROLL RETIREMENT PAYABLE	280.00
Total Displayed =						12638.32
***** THE CREATURE TEACHER						
172	06/10/03	07/24/03	110.00	PUBLIC LIBRARY	PROGRAMS	110.00
Total Displayed =						110.00
***** TRIPLE E ELECTRIC						
3969	07/07/03	07/24/03	252.00	PUBLIC LIBRARY	BUILDING MAINT	252.00
Total Displayed =						252.00
***** TAMMY ROSS						
REIMB	07/08/03	07/24/03	14.15	NON-DEPARTMENTAL	CONTINGENCY	14.15
Total Displayed =						14.15
***** TXU GAS						
JAIL	07/08/03	07/24/03	220.25	SHERIFF & JAIL	GAS	220.25
AGENT	07/08/03	07/24/03	12.57	NON-DEPARTMENTAL	GAS	12.57
JUST CTR	07/08/03	07/24/03	19.89	NON-DEPARTMENTAL	GAS	19.89
LIBRARY	07/08/03	07/24/03	12.57	PUBLIC LIBRARY	UTILITIES	12.57
Total Displayed =						265.28
***** VERIZON						
DPS	07/04/03	07/24/03	38.69	JUSTICE PEACE	TELEPHONE	38.69
VET OFF	07/01/03	07/24/03	90.86	NON-DEPARTMENTAL	VETERAN AFFAIRS OFFICER	90.86
LIBRARY	07/07/03	07/24/03	30.51	PUBLIC LIBRARY	TELEPHONE	30.51
PL0-0014	07/10/03	07/24/03	.17	COUNTY JUDGE	TELEPHONE	.17
P&WL	07/13/03	07/24/03	37.02	JUSTICE PEACE	TELEPHONE	37.02
Total Displayed =						197.25
***** VIRGIL MCENTURFF						
REIMB CELL	07/24/03	07/24/03	42.50	PREC #1 COMMISSIONER	TELEPHONE	42.50
Total Displayed =						42.50
***** WALMART COMMUNITY BRC						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
7525	07/10/03	07/24/03	40.70	SHERIFF & JAIL	OFFICE SUPPLIES	40.70
7525	07/10/03	07/24/03	62.56	SHERIFF & JAIL	PRISONER HEALTH	62.56
7525	07/10/03	07/24/03	85.52	SHERIFF & JAIL	PRISONER FOOD	85.52
7525	07/10/03	07/24/03	17.26	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	17.26
Total Displayed =						206.04

Grand Total of Displayed \$ 152204.59

FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	57783.33
010	UNIT ROAD & BRIDGE	83236.39
015	SPECIAL ROAD MATERIALS	9928.86
020	I & S FUND	280.00
034	PUBLIC LIBRARY	676.01
035	LIBRARY CAPITAL	208.70
038	LAW LIBRARY FUND	91.30
TOTAL ALL FUNDS:		152204.59



# COUNTY OF RAINS

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100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4293  
Email: rains.co.judge@glbcoc.net



July 24, 2003  
Expense Report Date

SUBJECT: Payment of County Invoices/Warrants

All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>
# 68 \$120.00 pay from Sheriff's Animal Control	
# 14 45.36 pay from R+B maintenance	

Signed this 24th of July 2003

Virgil McEnturff, Comm., Pct. 1 Evelyn Malone  
Evelyn Malone, Comm., Pct. 2

Gary Bishop, Comm., Pct. 3 Rodney Smith  
Rodney Smith, Comm., Pct. 4

Joe R. Dougherty, Co. Judge  
Joe R. Dougherty, Co. Judge

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**COUNTY INFORMATION RESOURCES AGENCY**

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**RAINS COUNTY****COURT CONNECTIVITY AND REPORTING PROJECT  
INTERLOCAL PARTICIPATION AGREEMENT**

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This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned CIRA Member ("Member"), acting through its governing body, and the County Information Resources Agency ("CIRA"), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791).

**RECITALS**

WHEREAS, the Office of Court Administration (OCA) has funds available to disburse for the purpose of establishing sustainable electronic reporting capabilities in certain court offices ("Reporting Entities"); and

WHEREAS, the County Information Resources Agency (CIRA) exists in order to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services; and

WHEREAS, OCA has entered into a contract with CIRA to establish the desired electronic connectivity and electronic reporting capability for such Member counties as may be agreed upon between OCA and CIRA; and

WHEREAS, the State of Texas, OCA, and Members would benefit by such an arrangement in numerous ways, among which would be that this project will afford local officials ability to transmit data, information, and certain legally required reports electronically; and

WHEREAS, the undersigned Member of the County Information Resources Agency, acting through its undersigned officers and governing body, desires to receive the benefit of the court connectivity and reporting project and agrees to provide certain assurances in return;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AGREEMENT

A. CIRA's Obligations

1. CIRA agrees to provide to Member such services and equipment as CIRA, in its discretion, deems necessary and appropriate to establish sustainable connectivity and electronic reporting capability for the Member's Reporting Entities and may subcontract or assign any or all of these duties to third parties.
2. CIRA has, as part of its duties, identified the equipment and services that must be provided to achieve the required connectivity for such of the Member's Reporting Entities as therein identified. An itemization of the necessary equipment and services are set forth in Attachment A, which is incorporated herein and made a part of this Agreement.
3. Additional work and the terms thereof, beyond the scope of the OCA project that Member desires CIRA to perform in conjunction with and as a part of this agreement, if any, are set forth in Attachment A.

B. Member's Obligations

1. Member agrees, on an ongoing basis, to support and maintain the equipment in an operational and serviceable condition and Member agrees to maintain, at a minimum, the telecommunication service levels installed and established under this agreement.
2. In particular, Member agrees to pay all ongoing telecommunication costs necessary to retain the required connectivity to Member's Reporting Entities as established through this agreement.
3. Member agrees that it will use its best efforts to insure that Member's Reporting Entities provide *electronically* and on an ongoing basis the monthly statistical reports and other reports required by OCA pursuant to Chapter 72 of the Texas Government Code or other provision of law.

C. Additional Terms

1. CIRA will use its best efforts to establish the necessary connectivity, but all work will be provided "as is." Neither CIRA nor OCA will be liable to Member or any other party for the result of any malfunction, failure, or defect in the equipment or the services provided under this agreement.
2. Member understands and agrees that CIRA's ability and duty to perform under this Agreement is subject to and contingent upon OCA's performance under the separate agreement between OCA and CIRA that is attached hereto as Attachment B, that the terms of Attachment B establish the parameters and limitations of the connectivity project, and that CIRA's performance under in this Agreement is subject to those parameters and limitations.

3. Member is authorized and encouraged to use the core, common network infrastructure equipment and services provided under the terms of this agreement (routers, switches, bandwidth, etc.) to support and sustain connectivity and networking for other offices and functions of Member, this State, and other political subdivisions of this State. In this regard, Attachment A details the terms and conditions for such additional work or services performed by CIRA, if any.

4. CIRA may authorize certain of the work to be performed by Member or Member's agents or employees. In this event, any additional terms and conditions, including any provisions for reimbursement for costs incurred by Member with OCA funds, if any, are contained in Attachment A.

5. The Member and CIRA understand and agree that any payments or disbursements of any kind required of Member under this Agreement are payable out of Member's current funds, and that no debt is created by this Agreement.

6. If Member fails to satisfy the terms of this Agreement due to lack of funds, appropriation, or other reason, CIRA or OCA may re-claim and remove any equipment provided to Member under this Agreement.

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned CIRA Member have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Rains County on the 24<sup>th</sup> day of July, 2003, and executed by the undersigned authorized member of its governing body:

Name: Jack Dougherty  
Title: County Judge

AGREED to by the County Information Resources Agency on the \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
For the County Information Resources Agency

**REPORTING ENTITY ACKNOWLEDGMENTS**

I, the duly-elected officer indicated below, acknowledge that I have a duty under this Agreement to provide electronically, on an ongoing basis, the monthly statistical reports and other reports required by Chapter 72 of the Texas Government Code, and I agree to do so. I understand that

my failure to report as required by this agreement could result in the removal of all equipment and services installed under this agreement.

Linda Wallace  
County Clerk

LINDA WALLACE  
(Printed Name)

Deborah Taylor  
District Clerk

Deborah Taylor  
(Printed Name)

## Attachment A

1. CIRA will pay for the following at the price stated (all prices include government discounts. For Cisco equipment the discount is 36% off list price):

County: Rains  
 Courts (Drops): County Clerk(6) District Clerk (3)  
 Connection Type: Wireless

Courts  
 2

Product	Description	Qty	Price
<b>Cisco 2620XM Router</b>			
CISCO2620XM	Mid Performance 10/100 Ethernet Router with Cisco IOS IP	1	\$ 1,468.80
CISCO2621XM	Mid Performance 10/100 Ethernet Router with Cisco IOS IP Additional Ethernet Port (leaves network module open) Used for ADSL with RJ-45 terminal interface	0	
CAB-AC	Power Cord, 110V	0	
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	0	
WIC-1ADSL	1-port ADSL WAN Interface Card	0	
CAB-ADSL-RJ11	Lavender Cable for xDSL, Straight-through, RJ-11, 6 feet	0	
NM-1E	1-Port Ethernet 10base-T RJ45 (Used for ADSL with RJ-45 terminal interface) Card is for 2620XM, Not required if 2621XM is used.	0	
CON-SNT-26XX	SMARTnet 8x5xNBD for Cisco26XX	1	\$ 372.40
<b>Pix-501 Firewall</b>			
PIX-501-50-BUN-K9	PIX 501-50 3DES Bundle (Chassis, SW, 50 Users, 3DES)	1	\$ 540.80
CAB-AC	Power Cord, 110V	0	
SF-PIX-501-6.2	PIX v6.2 Software for the PIX 501 Chassis	0	
PIX-501-SW-50	PIX 501 50 User Software License	0	
PIX-501-VPN-3DES	PIX 501 168-bit 3DES VPN feature license	0	
CON-SNT-PIX501-50	8x5xNBD Svc, PIX 501 50-User/DES Bundle	1	\$ 135.85
<b>Cisco Catalyst 2650 Series Switch</b>			
WS-C2950-24	Catalyst 24 Port	1	\$ 636.80
CON-SNT-C2950-24	8x5xNBD Svc, C2950: 24 port 10/100 autosense/autonego	1	\$ 152.00
CVPN-Client-K9=	VPN	1	\$ 32.00
<b>NIC Cards</b>			
	3COM 3C905 10/100	8	\$ 319.60
<b>UPS Power Supply</b>			
	Estimate (based on APC pricing)	1	\$ 180.00
<b>Cabling Switches</b>			
	3-Com	0	
<b>Cabling</b>			
Drops	Includes all cable, connectors & misc items	9	\$ 1,170.00
<b>System Configuration Labor</b>			
		0	
<b>Line Installation (Telco)</b>			
Installation	Network	1	\$ 600.00
Set-up Fee	Telco	1	
Set-up Fee	Service Provider	1	
<b>Site Total</b>			<b>\$ 5,608.25</b>

2. CIRA does not provide any support or maintenance under this agreement. All labor, installation, etc., will be performed by the Member.

**TRIAL COURT CONNECTIVITY AND REPORTING AGREEMENT**

THIS AGREEMENT is between the County Information Resources Agency (CIRA) and the Office of Court Administration (OCA), and is entered into pursuant to the "Interlocal Cooperation Contract Act," Texas Government Code Chapter 791.

**I. PURPOSE OF THE PROJECT**

OCA provides staff and is appropriated funds to implement the provisions of Chapter 77 of the Texas Government Code. Chapter 77 charges the Judicial Committee on Information Technology with, among other things, developing a coordinated statewide computer and communication network that is capable of linking all courts in this state. OCA also collects judicial statistics and other pertinent information from the trial courts on behalf of the Judicial Council, as provided by Chapter 71 of the Government Code. OCA prefers to receive this data electronically, but this is only possible if the trial courts have telecommunication connectivity.

CIRA is an interlocal government agency created under the authority of Chapter 791 of the Texas Government Code. CIRA's purpose is to provide central, cooperative and coordinated assistance and services to its members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services; therefore, CIRA is interested in assisting more trial courts to achieve telecommunication connectivity and increase efficiencies in their reporting.

CIRA and OCA have agreed to jointly facilitate this Trial Court Telecommunication Connectivity and Reporting Project. The purpose of the project is to provide equipment, software, and services to the trial courts to enable them to effectively report data to OCA electronically.

**II. STRUCTURE OF THE PROJECT**

OCA and CIRA are hereby entering into a contract to facilitate trial court telecommunication connectivity. CIRA will act as liaison to various counties, and enter into interlocal contracts with selected counties whereby CIRA will provide vendors, equipment, software, and other services to achieve the desired connectivity, and the counties will agree to pay continuing costs and provide support for the connectivity.

**III. SERVICES TO BE PERFORMED:**

- A. CIRA shall provide written semi-monthly status reports to the OCA project manager. The status reports shall include a detailed status of completed and planned tasks and a confirmation that the project is meeting its objectives.
  - B. OCA has identified and provided to CIRA approximately twenty-four (24) courts as candidates for the connectivity project. CIRA shall provide connectivity to a minimum of fifteen (15) of the identified courts. CIRA shall select and notify OCA by April 1, 2003 a minimum of fifteen (15) courts to research the current connectivity status and shall research whether the courts wish to be part of the project. CIRA shall submit and receive
-

prior approval for any changes in the trial courts selected. All changes must be submitted by August 1, 2003.

- C. CIRA shall research the cost of the equipment, software, and services needed by the identified trial courts to achieve the desired connectivity. CIRA shall provide and receive OCA approval for the vendor quoted cost of the equipment, software, and telecommunication services for each trial court before proceeding with the recommended connectivity for each trial court.
- D. CIRA shall have inter-local agreements with each county authorized by its governing authority and signed by August 15, 2003. The inter-local agreements shall include:
- A provision that neither CIRA nor OCA will be responsible for the ongoing telecommunication costs;
  - A provision that neither CIRA nor OCA will be responsible for supporting the equipment provided; and
  - An acknowledgment from the Trial Court clerk that the Trial Court shall provide statutorily mandated reports to OCA electronically.
- E. CIRA may provide any of the following to the trial courts for telecommunication connectivity:
- Provide necessary equipment for the Department of Information Resources' bandwidth consolidation project;
  - Provide equipment that meets the connectivity requirements of the court (equipment may include router, hub, switch, network cards, PCs, and cabling);
  - Provide security software for desktop firewall;
  - Provide desktop virus protection;
  - Provide telecommunication lines;
  - Provide monthly recurring costs for telecommunication lines and support services for a period up to three months; and
  - Provide Installation costs.
- F. CIRA may contract for a project manager(s) to manage the project. The project manager(s) must have the qualifications and experience to manage a telecommunication project.
- G. CIRA shall utilize OCA's telecommunication connectivity guidelines and utilize the most cost efficient method for the connectivity.

#### IV. CONTRACT AMOUNT AND INVOICES

OCA's contractual funding obligation will be based on the out-of-pocket costs to CIRA, plus five percent (5%) administrative costs. The total amount of this contract shall not exceed \$185,000. All invoices for the costs associated with performing the above services must be submitted to OCA by August 22, 2003. Invoices may be submitted no more than every two weeks. Submitted invoices

must include:

1. Identification of the court.
2. Costs, that include a breakdown of:
  - a. Contracted project management cost;
  - b. Line item costs for the court connectivity that includes installation, equipment, software, and telecommunication line cost;
  - c. Sub-total costs;
  - d. Administrative Fee (5% of Sub-total); and
  - e. Total Cost
3. Copies of vendor quotes for installation, equipment, software, and telecommunication line cost.
4. Copy of the County Interlocal agreement. (Note: Interlocal agreement only needs to be submitted with initial invoice for each county)

**V. TERM OF CONTRACT**

This contract is to begin on March 14, 2003 and shall terminate on August 31, 2003.

**VI. TERMINATION OF CONTRACT**

Either OCA or the CIRA may, at its sole discretion, terminate this Agreement upon thirty days prior written notice.

**VII. REFUND FOR FAILURE TO IMPLEMENT**

If any interlocal agreement between CIRA and a trial court should fail to be implemented, CIRA will refund to OCA the total unexpended amount budgeted for that court less the 5% administrative costs. Documentation must demonstrate that administrative costs have been incurred, i.e. status reports.

**VIII. CERTIFICATIONS**

CIRA certifies that its governing body has authorized this contract. OCA certifies that payments will be made from current revenues available to it in the current fiscal year.

**Office of Court Administration**

**County Information Resources Agency**

*Alicia G. Key* 3-10-03  
 \_\_\_\_\_ Date  
 Alicia G. Key  
 Administrative Director

*Sam Seale* 3/10/03  
 \_\_\_\_\_ Date  
 Sam Seale  
 Executive Director  
 Texas Association of Counties

ADDENDUM TO CONTRACT

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**Subject of Agreement:** Settlement for Damages to County Roads: 2250, 1300, 1301, 1315, 1495, 2300, and 2330 during Phase II of the City of Dallas Waterline Project

**Parties:** County of Rains and Rockdale Pipeline Company, Contractor

A. This Addendum amends, modifies, and or supplements the contract document referenced above and attached hereto.

B. It is the intention of the parties affected by this Addendum that the terms of this Addendum will govern and take precedence over any provisions contained in the contract document relating to the above referenced property, roads and damages that are inconsistent with the terms of this instrument.

Amendment, Modification, and Supplementation

C. The parties agree that if any provisions contained within the contract document conflict with, or are inconsistent with, the terms set forth within this Addendum, the terms which are set forth in this Addendum shall govern and take precedence over any provisions contained in the contract document, and the contract document is hereby amended by, modified by, and or supplemented with the following terms:

**Settlement and Release**

1. Contractor shall pay Rains County \$220,000.00 for damages made to the Rains County roads 2250, 1300, 1301, 1315, 1495, 2300, and 2330 during "Phase II" of the "City of the Dallas Waterline Project;" said sum shall be paid solely as reimbursement to Rains County for the costs Rains County will incur in restoring/repairing the roads after "Phase II" is complete and must be paid via certified cashier's check on or before July 24, 2003.

**Maintenance**

2. Contractor further agrees and covenants to keep and maintain in good repair, for the duration of the construction period of "Phase II," the Rains County roads referenced herein in accordance with the contract.

D. Any subsequent amendment, modification, expansion, or supplementation of the contract document or of this Addendum will govern and take precedence over any conflicting provisions of the contract document or of this Addendum.

Signed on this 24<sup>th</sup> day of July, 2003.

Rockdale Pipeline Company

By: *Kenneth Richardson*  
Kenneth Richardson, President

Approved, and entered into, by the Commissioner's Court on this 24<sup>th</sup> day of July, 2003.

*Joe Ray Dougherty*  
JOE RAY DOUGHERTY, County Judge

*Virgil McEnturff*  
Virgil McEnturff, Commissioner Pct. 1.

*Evelyn Malone*  
Evelyn Malone, Commissioner Pct. 2.

*Gary Bishop*  
Gary Bishop, Commissioner Pct. 3.

*Rodney Smith*  
Rodney Smith, Commissioner Pct. 4.

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 24<sup>th</sup> day of July, 2003, by Kenneth Richardson, President of Rockdale Pipeline

Company.

STATE OF TEXAS  
COUNTY OF RAINS

*Lidia Wallace*  
Notary Public in and for the State of Texas  
County Clerk, Rains County

This instrument was acknowledged before me on this the 24th day of

July, 2003, by JOE RAY DOUGHERTY, County Judge of Rains  
County, Texas.

*Lidia Wallace*  
Notary Public in and for the State of Texas  
County Clerk, Rains County

STATE OF TEXAS  
COUNTY OF RAINS

This instrument was acknowledged before me on this the 24th day of

July, 2003, by Virgil McEnturff, Commissioner Pct. 1, Rains County,  
Texas.

*Lidia Wallace*  
Notary Public in and for the State of Texas  
County Clerk, Rains County

STATE OF TEXAS  
COUNTY OF RAINS

This instrument was acknowledged before me on this the 24th day of

July, 2003, by Evelyn Malone, Commissioner Pct. 2, Rains County,  
Texas.

*Lidia Wallace*  
Notary Public in and for the State of Texas  
Rains County, County Clerk

STATE OF TEXAS  
COUNTY OF RAINS

This instrument was acknowledged before me on this the 24th day of

July, 2003, by Gary Bishop, Commissioner Pct. 3, Rains County,

Texas.



*Linda Wallace*  
Notary Public in and for the State of Texas  
Rains County, County Clerk

STATE OF TEXAS §  
COUNTY OF RAINS §

This instrument was acknowledged before me on this the 24<sup>th</sup> day of

July, 2003, by Rodney Smith, Commissioner Pct. 4, Rains County,  
Texas.



*Linda Wallace*  
Notary Public in and for the State of Texas  
Rains County, County Clerk

RESOLUTION NO. 07-24-03

WHEREAS, Rains County has become the owner of certain real property (see attached Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 2258 (see attached Exhibit "A")

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

The Commissioner's Court of Rains County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 24<sup>th</sup> day of July, 2003.

Attest:

Linda Wallace  
County Clerk  
{seal}

Joe Dougherty  
Joe Dougherty, County Judge

Those Voting Aye Were:

Rodney Smith  
Greg Bush  
Erin Malone  
Christina

Those Voting Nay Were:

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

EXHIBIT "A"

<b>Cause No.</b>	<b>2258, Rains County Tax Appraisal District vs. Michael Lewis</b>
<b>Judgment Date</b>	<b>August 10, 2001</b>
<b>Judgment amount</b>	<b>\$6,078.79</b>
<b>Account Nos.</b>	<b>R77433</b>
<b>Appraised Value</b>	<b>\$12,000.00</b>
<b>Present Bid</b>	<b>\$1,400.00</b>
<b>Bidder</b>	<b>Terry W. Busby 630 Mitchell St. Winnsboro, TX 75494</b>

PROPERTY DESCRIPTION

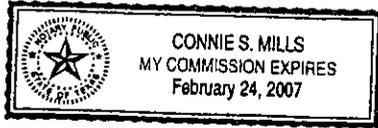
**Lot 83, Lake Fork Estates Subdivision, located on Lake Fork Reservoir**

IN TESTIMONY WHEREOF Rains County, Trustee, has caused these presents to be executed this 24<sup>th</sup> day of July, 2003.

Rains County, Trustee  
*[Signature]*  
BY: *[Signature]*  
Joe Dougherty, County Judge

STATE OF TEXAS X  
COUNTY OF RAINS X

This instrument was acknowledged before me on this 24<sup>th</sup> day of July, 2003, by Joe Dougherty, County Judge of Rains County.



*Connie S. Mills*  
Notary Public, State of Texas  
Commission Expires: 2-24-07

After recording return to:

Terry W. Busby  
630 Mitchell St.  
Winnsboro, TX 75494

TAX RESALE DEED

COPY

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF RAINS

X

That Rains County, Trustee, Rains Independent School District and Rains County Rural Fire Prevention District, acting through the presiding officer of their governing bodies hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,400.00 cash in hand paid by

**TERRY W. BUSBY**  
**630 MITCHELL ST.**  
**WINNSBORO, TX 75494**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 2258, Rains County Tax Appraisal District vs. Michael Lewis, in the district court of said county, said property being located in Rains County, Texas, and described as follows:

**LOT 83, LAKE FORK ESTATES SUBDIVISION LOCATED ON LAKE FORK RESERVOIR, RAINS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 110, PLAT RECORDS OF RAINS COUNTY, TEXAS (ACCT #R7433 RAINS ISD, RAINS CO. FIRE DIST. & RAINS CO.)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), his heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the year the tax lien(s) arose.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse Annex, Emory, Texas  
July 28, 2003 10:00 a.m.**

**ACTIONABLE AGENDA**

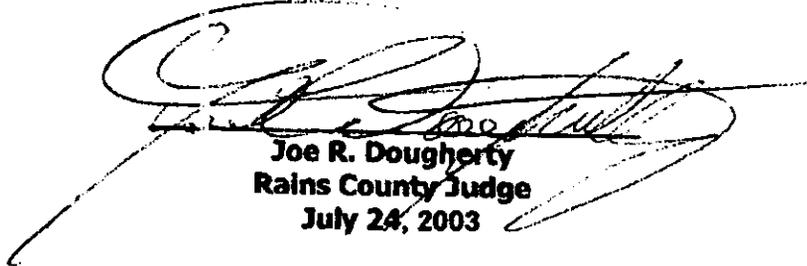
Discuss and take necessary action on the following items:

- 1. <sup>1A</sup>~~00~~ Purchase of computer server for county network.
- 2. <sup>1A</sup>~~32~~ Holiday schedule for FY 2003-2004. (Dougherty)
- 3. <sup>1A</sup>~~515~~ Budget Workshop for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



**Joe R. Dougherty  
Rains County Judge  
July 24, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

JULY 28, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON MONDAY, THE 28TH DAY OF JULY, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, JULY 28, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 28TH DAY OF JULY, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

WITH COMMISSIONER GARY BISHOP BEING ABSENT, THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF THE MATTER OF *PURCHASE OF COMPUTER SERVER FOR COUNTY NETWORK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO PASS THIS AGENDA ITEM UNTIL NEXT COMMISSIONERS' COURT MEETING.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

COMMISSIONER GARY BISHOP ARRIVES IN COMMISSIONERS' COURT.

2. Tape 1A 232 THE MATTER OF *HOLIDAY SCHEDULE FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE HOLIDAY SCHEDULE<sup>1</sup> AS SET OUT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

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<sup>1</sup>RAINS COUNTY HOLIDAY SCHEDULE FY 2003-2004

3. Tape 1A 517 THE MATTER OF BUDGET WORKSHOP FOR FY 2003-2004 CAME TO THE ATTENTION OF THE COURT.

PASS 1 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS FOR LUNCH UNTIL 1:30 P.M.

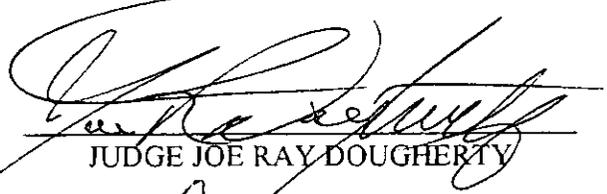
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

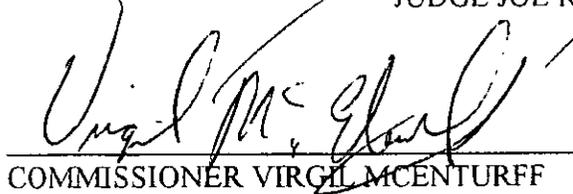
THE COURT RECONVENED IN OPEN COURT AT 1:35 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS UNTIL 10:00 A.M. JULY 29, 2003.

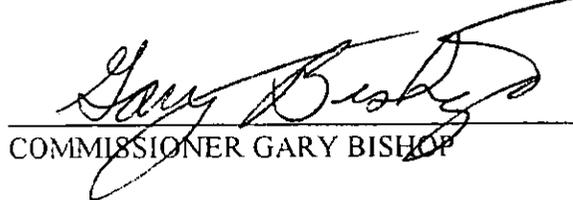
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

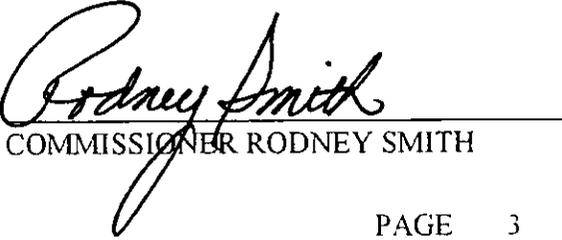
STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28<sup>th</sup> DAY OF August, 2003.

***RAINS COUNTY HOLIDAY SCHEDULE  
FY 2003 - 2004***

<b>TUESDAY</b>	<b>NOVEMBER 11, 2003</b>	<b>VETERANS' DAY</b>
<b>THURSDAY</b>	<b>NOVEMBER 27, 2003</b>	<b>THANKSGIVING DAY</b>
<b>FRIDAY</b>	<b>NOVEMBER 28, 2003</b>	<b>THANKSGIVING FRIDAY</b>
<b>WEDNESDAY</b>	<b>DECEMBER 24, 2003</b>	<b>CHRISTMAS EVE</b>
<b>THURSDAY</b>	<b>DECEMBER 25, 2003</b>	<b>CHRISTMAS DAY</b>
<b>THURSDAY</b>	<b>JANUARY 1, 2004</b>	<b>NEW YEAR'S DAY</b>
<b>MONDAY</b>	<b>JANUARY 19, 2004</b>	<b>MARTIN LUTHER KING JR. DAY</b>
<b>FRIDAY</b>	<b>APRIL 9, 2004</b>	<b>GOOD FRIDAY</b>
<b>MONDAY</b>	<b>MAY 31, 2004</b>	<b>MEMORIAL DAY</b>
<b>MONDAY</b>	<b>JULY 5, 2004</b>	<b>INDEPENDENCE DAY HOLIDAY</b>
<b>MONDAY</b>	<b>SEPTEMBER 6, 2004</b>	<b>LABOR DAY</b>

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

JULY 29, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING RE-CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON TUESDAY, THE 29TH DAY OF JULY, 2003, AT 10:10A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, JULY 28, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 28TH DAY OF JULY, 2003.

THE COURT RECONVENED IN OPEN COURT ON JULY 29, 2003 AT 10:10 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

GARY BISHOP ADDRESSED THE COURT CONCERNING A REQUEST FOR \$500.00 FOR MR. YOUNG FOR A DRAW ON THE SEAL COAT OF THE PARKING LOT AT THE COURTHOUSE.

1. Tape 1B 168 THE MATTER OF THE MATTER OF *PURCHASE OF COMPUTER SERVER FOR COUNTY NETWORK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE PURCHASE OF A COMPUTER SERVER FOR COUNTY NETWORK ON THE INVOICE<sup>1</sup> IN THE SUM OF \$11,852.10, FROM THE COMPUTER MAN AND TO PAY FOR THE SERVER FROM THE RECORDS MANAGEMENT ACCOUNT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

3. Tape 1A 517 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

PASS 1 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

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<sup>1</sup>ESTIMATE # 2003404 DATED 7/14/03

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER MCENTURFF TO RECESS FOR LUNCH UNTIL 1:30 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

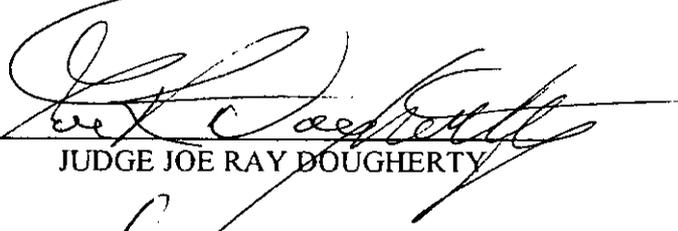
THE COURT RECONVENED IN OPEN COURT AT 1:35 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

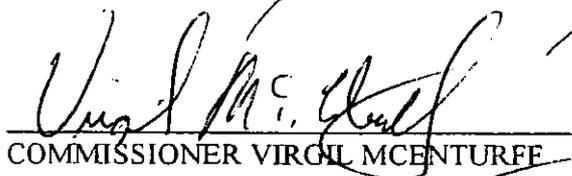
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

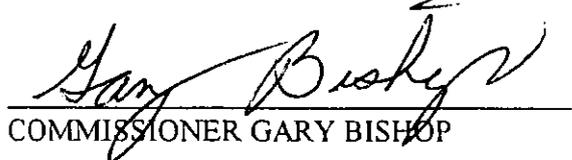
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 2:45 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

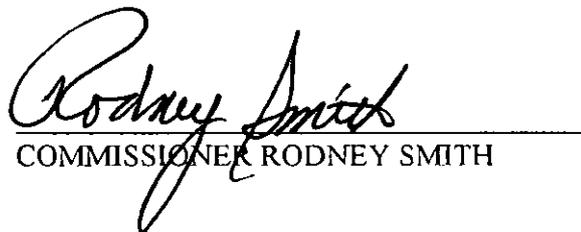
STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28<sup>th</sup> DAY OF August, 2003.

The ComputerMan  
P.O. Box 632  
Emory, TX 75440  
(903) 447-3640

**Estimate**

DATE	ESTIMATE #
7/14/03	2003404

BILL TO
Rains County Judge P.O. Box 158 Emory, TX 75440

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Cmp	Computer, Server: Intel motherboard, Dual Intel Xeon 2.4 GHz Processors, 2GB REG ECC DDR RAM, Dual Seagate 73 GB Mirrored SCSI Hard Drive, Intel 100/1000 Mb Network Interface, Server Case, Keyboard, Mouse, 17" Color Monitor.	1	4,246.75	4,246.75
D RTP	Drive, Backup Tape: Sony 35/90 GB AIT-1 AIT190/S (Internal)	1	749.95	749.95
UPS	Backup, Battery: Smart UPS	1	369.95	369.95
SW	Software, Microsoft Windows Network Operating System with 30 user licenses. Includes: Microsoft Windows Server, Microsoft Exchange Server, Outlook (Internal and Internet email), Microsoft Internet and Acceleration Server (Intrusion detection, application level firewall, usage reports, file caching), Microsoft SQL Server. Note: This version of network software will accommodate no more than 50 users.	1	2,879.55	2,879.55
SW	Software, Tape Backup: Computer Associates BrightStor Arcserve, 2000/V7 for SB: 2000 w/SQL Exchg Open File Agent.	1	745.95	745.95
SW	Software, Server-based anti-virus: Trend Micro Client Server Messaging Suite with 50 user licenses.	1	2,459.95	2,459.95
L60	Labor: Installation of server (network setup of individual client workstations not included).	5	60.00	300.00
		Subtotal		11,852.10
		8.25% Tax		
		<b>Total</b>		<b>11,852.10</b>

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse, Emory, Texas  
July 31, 2003 10:00 a.m.**

**ACTIONABLE AGENDA**

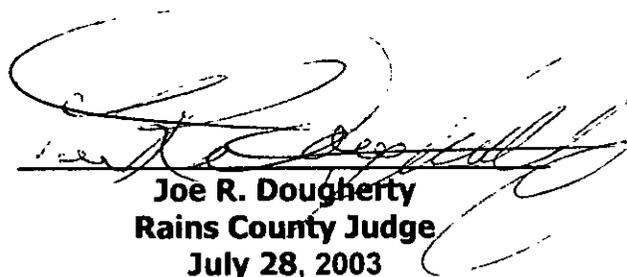
Discuss and take necessary action on the following items:

1. <sup>1A</sup>~~1A~~ Budget Workshop for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
Joe R. Dougherty  
Rains County Judge  
July 28, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

JULY 31, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON THURSDAY, THE 31ST DAY OF JULY, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON THURSDAY, JULY 31, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON THURSDAY, THE 31ST DAY OF JULY, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

PASS 1 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

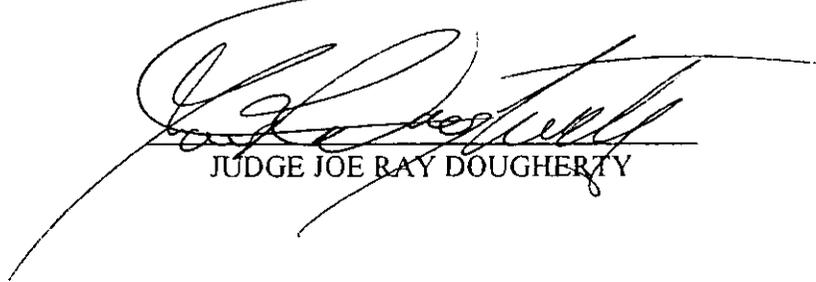
A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO RECESS UNTIL 1:15 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:25 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

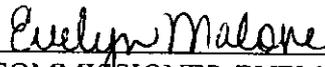
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3.50 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

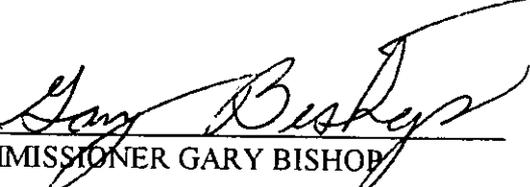
STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse, Emory, Texas  
August 4, 2003 10:00 a.m.**

**ACTIONABLE AGENDA**

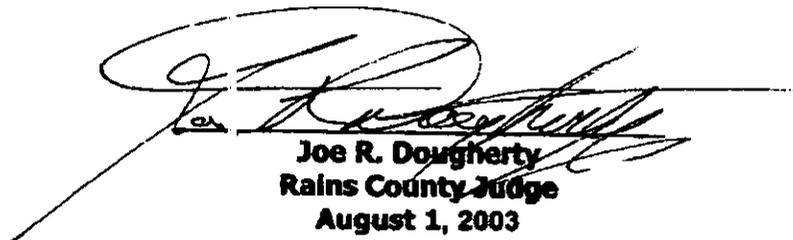
Discuss and take necessary action on the following items:

- 1. <sup>1A</sup> 001 Budget Workshop for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



**Joe R. Dougherty  
Rains County Judge  
August 1, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 4, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON MONDAY, THE 4TH DAY OF AUGUST, 2003, AT 10:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, AUGUST 4, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 4TH DAY OF AUGUST, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

AT 11:15 A.M., A MOTION MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A 15 MINUTE RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

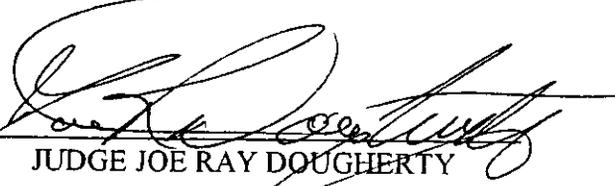
THE COURT RECONVENED IN OPEN COURT AT 11:35 AM WITH ALL MEMBERS OF THE COURT PRESENT.

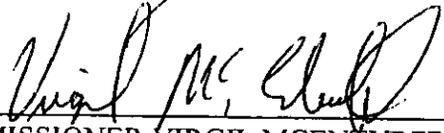
DISCUSSION REGARDING REVENUE AND EXPENSES

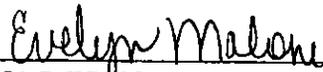
AT 12:20 P.M., A MOTION MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO RECESS UNTIL 1:00 P.M. ON AUGUST 5, 2003.

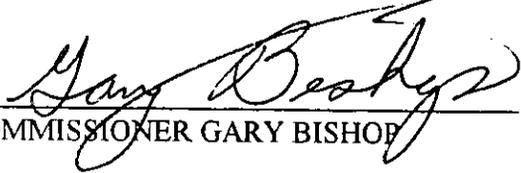
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 5, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING RE-CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON TUESDAY, THE 5TH DAY OF AUGUST, 2003, AT 1:10 P.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, AUGUST 4, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 4TH DAY OF AUGUST, 2003.

THE COURT RECONVENED IN OPEN COURT ON AUGUST 5, 2003 AT 1:10 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

1. Tape IA 517 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

PASS 2 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS AT 3:07 P.M..

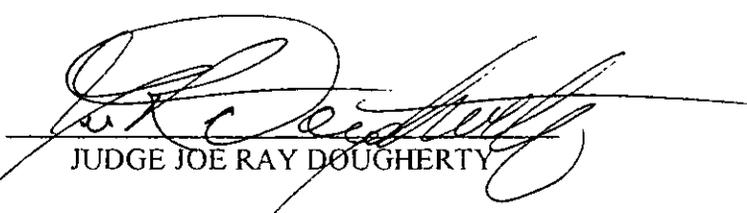
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 3:20 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO RECESS UNTIL 10:00 ON AUGUST 6, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

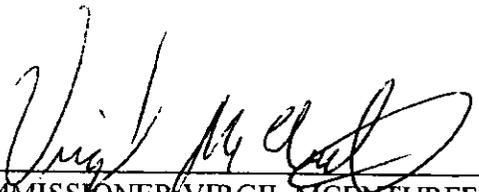
STATEMENT OF APPROVAL:

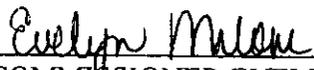


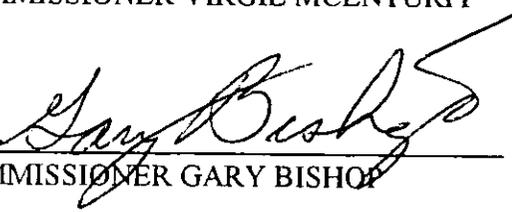
JUDGE JOE RAY DOUGHERTY

AUGUST 5, 2003 COMMISSIONERS' COURT

PAGE 2

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28<sup>th</sup> DAY OF August, 2003.

THE STATE OF TEXAS	§	RAINS COUNTY
	§	
	§	COMMISSIONERS
	§	
COUNTY OF RAINS	§	COURT

AUGUST 6, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING RE-CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON WEDNESDAY, THE 6TH DAY OF AUGUST, 2003, AT 10:35 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, AUGUST 4, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 4TH DAY OF AUGUST, 2003.

THE COURT RECONVENED IN OPEN COURT ON AUGUST 6, 2003 AT 10:35 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

1. Tape 1A 517 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

PASS 2 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS AT 12:00 NOON FOR LUNCH.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:10 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A BREAK AT 3:55 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

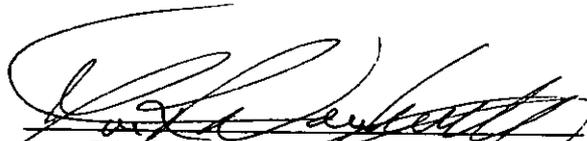
THE COURT RECONVENED IN OPEN COURT AT 4:05 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

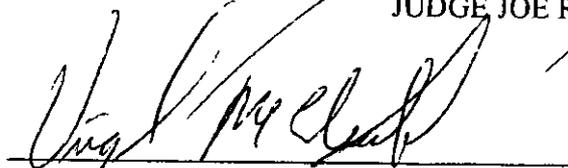
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

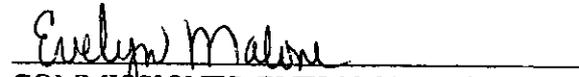
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

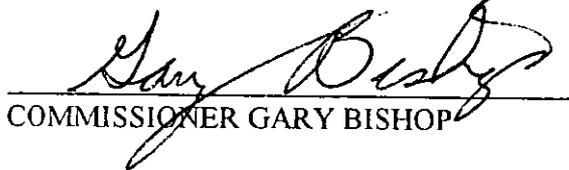
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 5.15 P.M.,  
JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse, Emory, Texas  
August 7, 2003 10:00 a.m.**

**ACTIONABLE AGENDA**

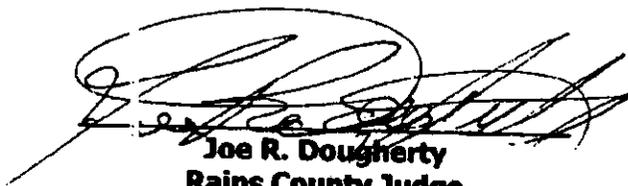
Discuss and take necessary action on the following items:

- 1. <sup>1A</sup>~~190~~ Budget Workshop for FY 2003-2004. (Court)
- 2. <sup>1A</sup>~~007~~ Approve payment for work performed on courthouse parking lot. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



**Joe R. Dougherty  
Rains County Judge  
August 4, 2003**

THE STATE OF TEXAS	§	RAINS COUNTY
	§	
	§	COMMISSIONERS
	§	
COUNTY OF RAINS	§	COURT

AUGUST 7, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON THURSDAY, THE 7TH DAY OF AUGUST, 2003, AT 10:05A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
 COMMISSIONER VIRGIL MCENTURFF  
 COUNTY COMMISSIONER EVELYN MALONE  
 COUNTY COMMISSIONER GARY BISHOP  
 COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
 COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON THURSDAY, AUGUST 7, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON THURSDAY, THE 7TH DAY OF AUGUST, 2003.

THE COURT CONVENED IN OPEN COURT ON AUGUST 7, 2003 AT 10:05 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

2. Tape 1A 007 THE MATTER OF THE MATTER OF *APPROVING PAYMENT FOR WORK PERFORMED ON COURTHOUSE PARKING LOT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE PAYMENT OF WORK PERFORMED ON THE COURTHOUSE PARKING LOT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

1. Tape 1A 197 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

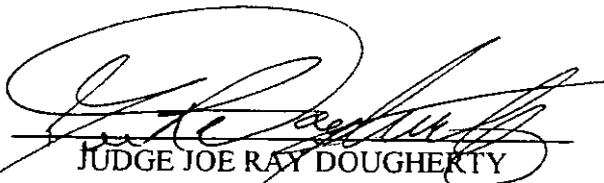
RECAP OF PASS 2 OF THE BUDGET DISCUSSION REGARDING REVENUE AND EXPENSES.

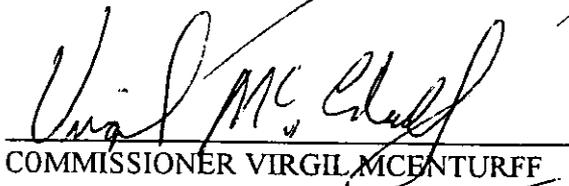
A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADJOURN.

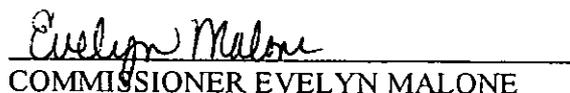
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 10:35  
A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

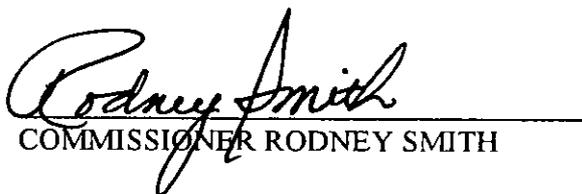
STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse, Emory, Texas  
August 11, 2003 10:00 a.m.**

**ACTIONABLE AGENDA**

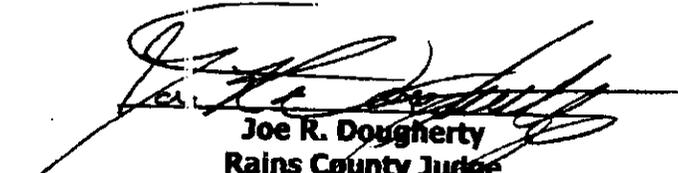
Discuss and take necessary action on the following items:

- 1.        Budget Workshop for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
**Joe R. Dougherty  
Rains County Judge  
August 8, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 11, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON MONDAY, THE 11TH DAY OF AUGUST, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, AUGUST 11, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 11TH DAY OF AUGUST, 2003.

THE COURT CONVENEED IN OPEN COURT ON AUGUST 11, 2003 AT 10:10 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

1. Tape 1A 197 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS AT 12:05 P.M..

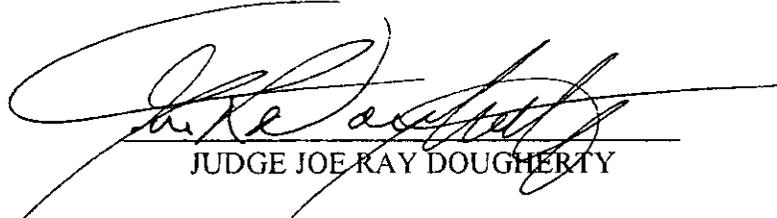
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:20 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

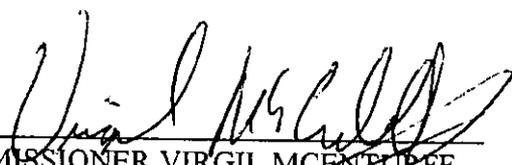
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO RECESS UNTIL 1:00 P.M., ON AUGUST 13, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

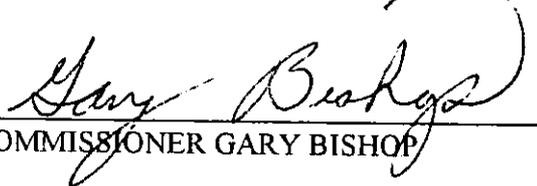
STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY

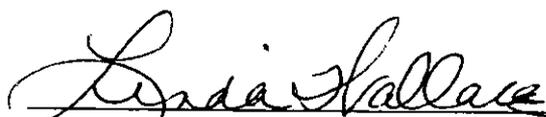
  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 13, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON MONDAY, THE 11TH DAY OF AUGUST, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON MONDAY, AUGUST 11, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON MONDAY, THE 11TH DAY OF AUGUST, 2003.

THE COURT CONVENEED IN OPEN COURT ON AUGUST 13, 2003 AT 1:15 P.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER RODNEY SMITH.

WITH COMMISSIONER RODNEY SMITH ABSENT, THERE IS A QUORUM.

1. Tape 1A 197 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS AT 2:45 P.M..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

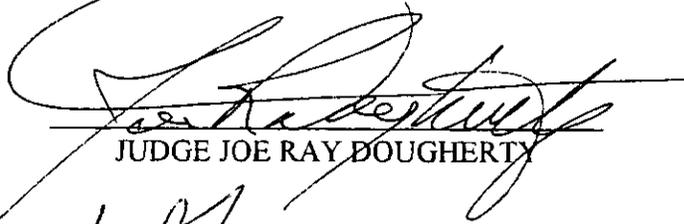
THE COURT RECONVENED IN OPEN COURT AT 2:55 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

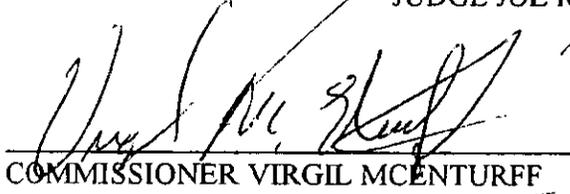
A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

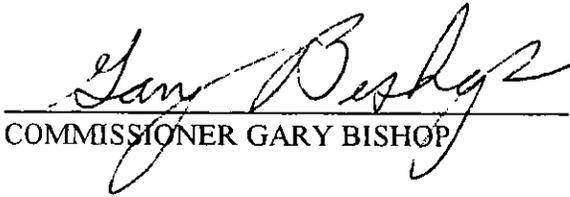
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 4.56 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

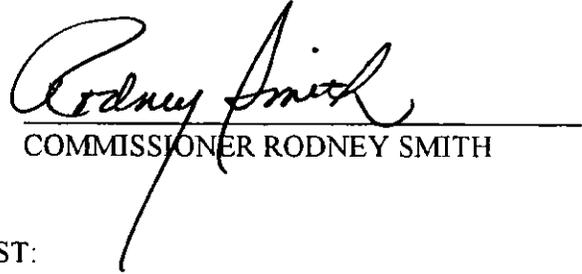
STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

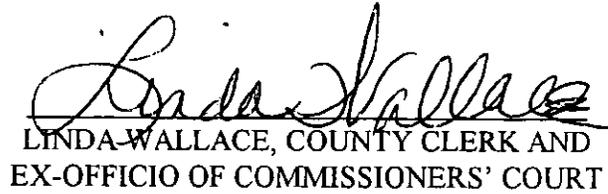
  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 28th DAY OF August, 2003.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Rains County Courthouse Annex, Emory, Texas  
August 14, 2003, 9:00a.m.**

**OPEN FORUM  
By Written Request  
(Forms in Courtroom)**

**ACTIONABLE AGENDA  
Discuss and take necessary action on the following items:**

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

- 1.  Road & Bridge Department:
  - a.) Status of roads & bridges for Rains County. (Jones)
  - b.) Purchase of welder & torch.
- 2.  Litter Abatement & On Site Sewage Facility Reports. (Roland)
  - a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

- 1.  Payment of accounts.
- 2.  Line item transfers, if applicable.
- 3.  Budget amendments, if applicable.
- 4.  Treasurer's Monthly/Quarterly Reports. (Northcutt)
- 5.  Minutes of previous Commissioners Court meetings.
- 6.  District Clerk monthly report. (Traylor)
- 7.  County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY - COUNTY JUDGE**

- 1.  Update of SB-7, Indigent Defense
- 2.  County Wide Emergency Management Plan

03 AUG 14 AM 9:49  
 RAIN COUNTY CLERK  
 COURT CLERK  
 COUNTY CLERK

(Section 3 continued)

a.) Mutual Aid Agreement between Rains County and surrounding counties.

3. Budget

4. Subdivision Regulations

**COMMISSIONER VIRGIL MCENTURFF ~ PCT. 1**

4. Setting of rates and collection procedures for all county fees.

a.) County Clerk Fees (Wallace)

b.) District Clerk Fees (Traylor)

c.) Justice of the Peace Fees (Smith)

d.) Sheriff Fees (Wilson)

e.) Constable Fees (Luckett)

5. Records Management

6. Records Preservation

**COMMISSIONER EVELYN MALONE ~ PCT. 2**

7. Personnel Policy and Procedures (County Wide)

8. GASB-34

9. Hazardous Mitigation

10. Home Land Security

**COMMISSIONER GARY BISHOP ~ PCT. 3**

11. Safety Coordinator (County Wide)

a.) Ground Safety Reports.

12. Courthouse Renovation

a.) Lighting and location of the Veterans Memorial flag pole and new flag poles at the courthouse.

13. Facilities Maintenance

a.) Courthouse security.

**COMMISSIONER RODNEY SMITH ~ PCT. 4**

14. LAN Implementation

15. County Computer Networking System

a.) Hardware

VOL. 039 PAGE 0097

(Section 3 continued)

- 1.) \_\_\_ Purchase hardware & software for network.
  - b.) \_\_\_ Software
  - c.) \_\_\_ Wiring of facilities
16. \_\_\_ County Website Update & Expansion

#### SECTION IV. GENERAL COURT ITEMS

1. \_\_\_ Approve Eagle's Nest quarterly report & grant project planning. (Court)
2. \_\_\_ Approve renewal Oath and Bonds for: Gregory Alan Stout and Cathy Key. (Court)
3. \_\_\_ Lake Fork Baptist Church Cemetery Plat. (Dougherty)
4. \_\_\_ County Road & Bridge Replacement Program as presented by Steve Elstrom. (McEnturff)
5. \_\_\_ Establish dollar amount for capital improvement items. (Dougherty)
6. \_\_\_ Consider roads in Pinaon Springs Subdivision for county maintenance. (Malone)
7. \_\_\_ Request by FEC Electric, Inc., to construct electrical power distribution facilities along and across the following CR #300. (Court)
8. \_\_\_ Open sealed bids for scrap metal. (Court)

#### EXECUTIVE SESSION

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
 Joe R. Dougherty  
 Rains County Judge  
 August 8, 2003

**COMMISSIONERS' COURT  
Rains County**

**Notice of Regular Session  
Rains County Courthouse Annex, Emory, Texas  
August 14, 2003 9:00 a.m.  
ADDENDUM**

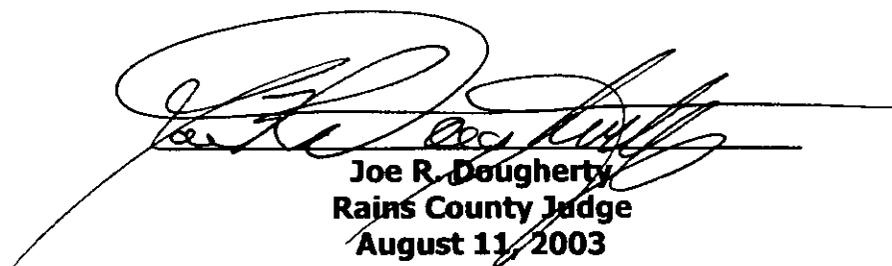
**ACTIONABLE AGENDA**

1. \_\_\_ Open sealed bids for the sale of 13 acres, more or less, of the Thomas Oxford Survey.  
(Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



**Joe R. Dougherty  
Rains County Judge  
August 11, 2003**

THE STATE OF TEXAS

§  
§  
§  
§  
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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 14, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 14TH DAY OF AUGUST, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, AUGUST 14, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:05 A.M. ON THURSDAY, THE 14TH DAY OF AUGUST, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

IV. 1. THE MATTER OF *APPROVING EAGLE'S NEST QUARTERLY REPORT & GRANT PROJECT PLANNING* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE A FIVE (5) YEAR COMMITMENT<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>2</sup>.

I. 1.b. THE MATTER OF *PURCHASE OF WELDER & TORCH* CAME TO THE ATTENTION OF THE COURT.

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<sup>1</sup>THE EAGLES' NEST GROUP, INC. QUARTERLY REPORT DATED 7/24/03

<sup>2</sup>COMPLETED WORK FOR 07/21/2003 THROUGH 08/07/2003, AVIS JONES  
AUGUST 14, 2003 COMMISSIONERS' COURT

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO PURCHASE A WELDER & TORCH NOT TO EXCEED \$4,000.00 WITH FUNDS TO COME FROM CAPITAL.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 6 THE MATTER OF *CONSIDERING ROADS IN PINSON SPRINGS SUBDIVISION FOR COUNTY MAINTENANCE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 7 THE MATTER OF *REQUEST BY FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG AND ACROSS THE FOLLOWING CR 2300* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE PERMIT REQUEST<sup>3</sup> FROM FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG AND ACROSS CR 2300.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4 THE MATTER OF *COUNTY ROAD & BRIDGE REPLACEMENT PROGRAM AS*

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<sup>3</sup>FEC ELECTRIC PERMIT REQUEST DATED 7/31/03 AND LETTER FROM RAINS COUNTY RE: PERMIT 2307001937 DATED 8/14/2003

PRESENTED BY STEVE EKSTROM CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>4</sup>.

IV. 8 THE MATTER OF *OPEN SEALED BIDS FOR SCRAP METAL* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE BID<sup>5</sup> FROM JAMES WOODSON AT \$5.00 PER YARD, \$20.00 FOR ALL SCRAP METAL.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:10 A.M., A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A 10 MINUTE RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:40 A.M. WITH ALL MEMBERS

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<sup>4</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 8/14/03

<sup>5</sup>BID FOR SCRAP METAL FROM JAMES WOODSON DATED 7/9/03

OF THE COURT PRESENT.

II. 1. THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO AUTHORIZE PAYMENT OF ACCOUNTS EXCEPT FOR WARRANT #1<sup>6</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 4. THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE TREASURER'S MONTHLY REPORT<sup>7</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

III. 15. a.1 THE MATTER OF *PURCHASE HARDWARE & SOFTWARE FOR NETWORK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY JUDGE DOUGHERTY, DULY SECONDED BY COMMISSIONER GARY BISHOP TO AUTHORIZE COMMISSIONER RODNEY SMITH TO ORDER ALL EQUIPMENT FROM CIRA GRANT TO GET NETWORKING GOING WITH

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<sup>6</sup>COMMISSIONERS COURT REGISTER DATED 7/24/03

<sup>7</sup>GENERAL LEDGER, STATEMENT OF FINANCIAL CONDITION FOR MONTH ENDING JULY 31, 2003

SWITCHES AND BOXES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 2. THE MATTER OF *APPROVE RENEWAL OATH AND BONDS FOR GREGORY  
ALAN STOUT AND CATHY KEY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY  
SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE RENEWAL OATH AND  
BONDS FOR GREGORY ALAN STOUT AND CATHY KEY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 5. THE MATTER OF *ESTABLISH DOLLAR AMOUNT FOR CAPITAL  
IMPROVEMENT ITEMS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER GARY BISHOP TO DESIGNATE \$4,000.00 AS THE  
AMOUNT FOR CAPITAL IMPROVEMENTS ITEMS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS FOR LUNCH UNTIL 1:15  
P.M..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:20 P.M. WITH ALL MEMBERS

OF THE COURT PRESENT.

**ADDENDUM**

1. THE MATTER OF *OPEN SEALED BIDS FOR THE SALE OF 13 ACRES, MORE OR LESS, OF THE THOMAS OXFORD SURVEY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ACCEPT THE BID<sup>8</sup> FROM RANDY & VIVIAN KNIGHT FOR \$2,651.00 PLUS CLOSING COSTS DATED AUGUST 12, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADJOURN.

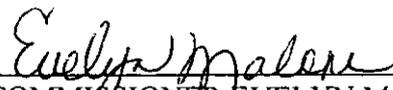
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 1:25 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
\_\_\_\_\_  
JUDGE JOE RAY DOUGHERTY

  
\_\_\_\_\_  
COMMISSIONER VIRGIL MCENTURFF

  
\_\_\_\_\_  
COMMISSIONER EVELYN MALONE

  
\_\_\_\_\_  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

<sup>8</sup>BID FROM RANDY & VIVIAN KNIGHT DATED 8/12/03

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 11<sup>th</sup> DAY OF September, 2003.

## THE EAGLES' NEST GROUP, INC.

PO Box 728  
Emory, Texas 75440

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Phone 903-473-0177

July 24, 2003

To: Rains County Commissioners Court

From: The Eagles' Nest Goup Board of Directors

Re: Quarterly Report

This document is a written synopsis of our July 24th Quarterly Report.  
It covers the following items of business:

1. accomplishments to date
2. plan for future work
3. commitment needed from the court

Our corporate mission is to develop and provide a safe, educational and natural environment for students, nature groups and other interested parties to study and enjoy the 37 acres known as "Eagles' Nest" located on Lake Fork in Rains County. Great strides have been made by our board to accomplish this mission.

### In-Kind Services & Accomplishments to date:

Master Plan: completed by Hallum and Associates, Fort Worth, Texas  
Land Survey: completed by Danny Beasley and Associates  
Road Work: completed by The Sabine River Authority  
501c3: obtained/assisted by Ivan Alexander  
Board of Directors: Rains County volunteers  
CPA Relationship: Stacey Campbell, CPA  
Boy Scouts: Clay Harvey, Troop #393 Leader  
Texas A&M: Hadyn Fox, Professor, research, teaching  
environment and grant possibilities

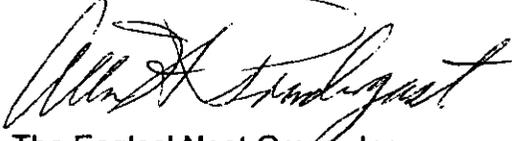
### Immediate Plan of Action:

So far, all accomplishments have been a result of the generous donation of time and energy. The actual implementation of this natural teaching center and scout retreat will depend on money raised through additional in-kind services and grants. We are currently negotiating the services of a professional grant writer.

**Commissioner's Court Commitment to The Eagles' Nest Group**

In order for grants to be obtained we have discovered that a long term commitment must be in place to develop this project. This is a standard requirement by all foundations offering grants for projects of this scope. Therefore we request a five (5) year commitment from the Commissioner's Court as a group in order to go forward with our work on this great project for our community. The Eagles' Nest Group Board agrees to continue to provide quarterly updates and will make ourselves available to address any concerns or questions that may arise.

Respectfully submitted,



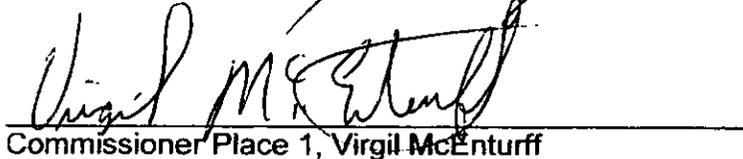
The Eagles' Nest Group, Inc.  
Allen H. Prendergast, President

Attachments: Joint Boy Scout letter  
Hadyn Fox letter, Texas A&M, Commerce

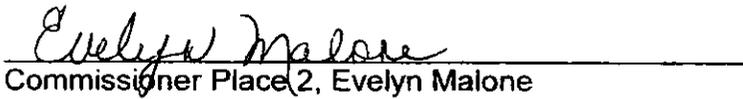
In concurrence:



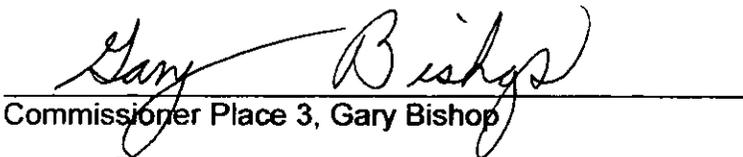
Rains County Judge Joe Ray Dougherty



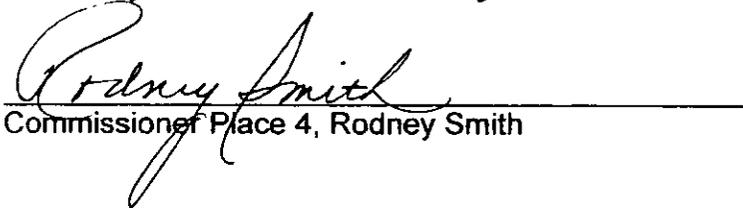
Commissioner Place 1, Virgil McEnturff



Commissioner Place 2, Evelyn Malone



Commissioner Place 3, Gary Bishop



Commissioner Place 4, Rodney Smith

THE EAGLES' NEST GROUP, INC.

PO Box 728  
Emory, Texas 75440

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Phone 903-473-0177

July 3, 2003

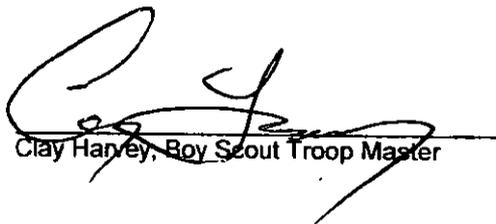
To: Rains County Commissioners Court

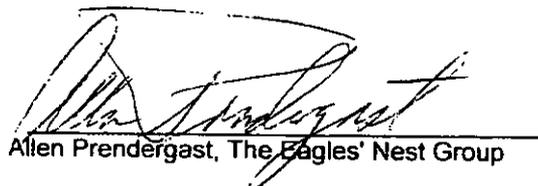
From: Clay Harvey and Allen Prendergast, President, The Eagles' Nest Group

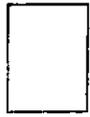
Dear Judge and Commissioners:

May this letter serve as a joint communication from Emory Boy Scout Troop # <sup>793</sup> and The Eagles' Nest Group that they will work together to make this property a valuable and productive asset that Rains County can be proud of. Eagles' Nest may serve as a periodic camping area for the scouts with overnight privileges and restricted campfires in designated protected areas. Please note that the national Boy Scout Organization covers all outdoor scouting activities with an umbrella insurance policy.

Sincerely:

  
Clay Harvey, Boy Scout Troop Master

  
Allen Prendergast, The Eagles' Nest Group



TEXAS A&M  
UNIVERSITY  
COMMERCE

VOL. 039 PAGE 0110

Dept. of Biological, Earth & Environmental Sciences  
Texas A&M University – Commerce  
Commerce, TX 75429-3011  
June 25, 2003

Allen H. Prendergast  
P.O. Box 728  
Emory, Texas 75440

Dear Allen,

Thanks for inviting me for lunch last week. I now know to go to Don's restaurant whenever I have the opportunity.

Also, thank you for showing me the Eagle's Nest property on Lake Fork and inviting Texas A&M University-Commerce to be a part of the project to use the property as an environmental study site. It appears to be an ideal setting for environmental studies of a pristine natural area. Students in both our environmental science and wildlife degree programs will benefit from the involvement.

I look forward to working with you in the Fall in creating plans for projects and research opportunities at the Eagle's Nest site.

Sincerely,

Haydn A. "Chip" Fox, Ph.D.



# COUNTY OF RAINS

VOL. 039 PAGE 0111

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440

**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net



## Work Completed From 07-21-03 Through 08-07-03

**07-21-03 (Monday)** Shredded CRs 4230, 3030, 3031, 3040 and 3155, using equipment #'s 410 and 411. Greased and changed 2 flats on equipment # 410. Bladed CRs 2400, 2300, 1155 and 1150. Used equipment # 501. Shovel patched with oil sand CRs 4528, 4525, 1525, 1603 and 1515. 1 load oil sand used for job and equipment # 102. Removed tree from CR 1235 using equipment #'s 107, 202 and 705. Installed culvert for property owner, Mr. Bert Roan on CR 3345 using 1 load rock. Installed culvert under CR 1495 (12"X 30') using 1 load rock and used equipment #'s 107, 202 and 705.

**07-22-03 (Tuesday)** Shovel patched CRs 1150, 1320, 1605 and 1520 using 1 load rock and equipment 502 and 505. General maintenance on equipment. Shovel patched with oil sand CRs 1470, 1472 and 1475 using 1 load oil sand and equipment # 102. Shredded CRs 3190, 3210, 3215, 3220 and 3222 using equipment #'s 410 and 411.

**07-23-03 (Wednesday)** Packed CRs 1605, 1690, 1691 and 1610. Using 1 load rock and equipment #'s 105, 712, 207 and 502. Shovel patched with 1 load oil sand CRs 1475, 1315 and 1692. Used equipment # 102 and 106. Bladed CRs 2110, 2240 and 1490. using equipment # 501. General maintenance on equipment. Shovel patched with 1 load rock CRs 4240 and 4220 using equipment # 503. Shredded CRs 3200, 3150, 3060 and 3070. Equipment used #'s 410 and 411.

**07-24-03 (Thursday)** Bladed CRs 2240, 1495 and 1315. Used equipment # 501. Shredded CRs 3425, 3326, 3329, 3328, 3327 and partial CR 3410. Using equipment #' 410, 411, 412 and 409. Repaired machinery #'s 410 and 411. Took tractor # 412 to repair shop. Installed culvert for property owner Mr. James Parrish using 1 load rock on CR 3200, also destroyed beaver dam and cleared ditch. Installed culvert for property owner Mr. Ronnie McEnturff, on CR 2220, using 1 load rock and used equipment #'s 107, 202 and 705 for both jobs. Shovel patched CRs 2240, 2470 and 2355 using equipment #'s 108, 703 and 503. Shovel patched with 1 load oil sand CRs 1490 and 1495.

Page 2

**Work Completed From 07-21-03 Through 08-07-03**

**07-28-03 (Monday)** General maintenance on equipment #'s 410, 411, 403 and 409. Shredded CRs 3410, 3412, 3425, 4529, 4470 and 4480. Used equipment #'s 410, 411, 403 and 409. Shovel patched with 1 load oil sand CRs 1155, 1153, 1495, 1301 and 2300 using equipment # 102. Shovel patched potholes on CRs 3445, Rainswood Marina, 2225, 3225 and 2430 with 1 load oil sand, using equipment #'s 105, 704, 503 and 105. Worked at Courthouse and library patching, using 1 load oil sand. Replaced culvert for property owner Mr. James Holmes on CR 3370 using 5 yards oil sand and equipment #'s 103 and 712. Filled each side of culvert for property owner Mrs. Kraft on CR 3445, 1 load rock used.

**07-29-03 (Tuesday)** Shovel patched with 1 load oil sand CRs 1541, 4510, 4515, 4516 and 4525. Used equipment # 102. Applied 459.27 tons oil sand to CR 1605, used equipment #'s 103, 502 and 504. Shredded CRs 3410, 3425, 3415, 3325, 3500, 3591, 3502, 3503, 3418, 3429, 3400 and 3422. Using equipment #'s 410, 411 and 409. General maintenance on equipment # 410. Culvert maintenance on CRs 1308 and 1275, and bridge maintenance on CR 1275. Checked road signs on CRs 2350 and 1280. Cut limbs and branches on CR 1301.

**07-30-03 (Wednesday)** Shredded CRs 3330, 3335, 3338, 3340, 3360, 3363, 3365, 3367, 3370, 3376, 3345, 3347, 3346 and 3350. Used equipment # 409. Continued applying oil sand to CR 1605 (606.78 tons oil sand). Used equipment # 103. Tree on CR 2470 trimmed and hauled away, also worked in Precinct yard # 2 clearing away brush and debris. Shovel patched with 1 load oil sand CRs 1502, 1412 and 1413, using equipment # 102. Shredding continued on CRs 3485, 3480, 3332, 3319, 3317, 3316 and 3380.

**07-31-03 (Thursday)** Continued applying 363.49 tons oil sand to CRs 3060 and 1450. Packed CRs 1605, 1450 and 3060. Finished vegetation control on CR 2470. Continued vegetation control on Precinct # 2 yard. Shredding continued on CRs 3350, 3353, 3347, 3345, 3330, 3237, 3235, 3151, 3232, 3236, 3237, 3333, 3338, 3315, 3310, 3309 and 3308. Replaced blades on equipment # 411. Equipment used for jobs 102, 105, 502, 110, 409, 410, 411, 712 and 504.

**08-01-03 (Friday)** Applied 242.24 tons oil sand to CR 1450. Using equipment #'s 103 and 504.

**08-03-03 (Sunday)** Picked up trash and hazardous materials on CR 2420. Using equipment # 103.

Page 3

**Work Completed 07-21-03 Through 08-07-03**

**08-04-03 (Monday)** General maintenance on equipment # 103. Bladed CRs 1278 and 1275. Used 3 loads rock on CR 1275 and equipment 501, 105, 712 and 207. Packed CRs 1450 and used equipment # 712. Applied 2 loads oil sand to Head Start building parking lot. Using equipment #'s 103, 203 and 704. Shovel patched with 1 load oil sand CRs 4528, 4530, 1430, 1423, 1420, 1410, 1397 and 1395, using equipment # 102.

**08-05-03 (Tuesday)** Pulled ditches on CR 3190, using equipment # 501. Shredded CRs 3237, 3250, 3316, 3371, 3374, 3381, 3362 and 2370. Used equipment # 409. General maintenance on equipment # 409 and 410. Spread rock at the Head Start bldg. ADA ramps. Work continued on CR 1605 using 4 loads rock and equipment #'s 105, 102, 107, 705 and 202. Constructed soil base for CR 3190 using equipment #'s 207, 704, 103 and 104.

**08-06-03 (Wednesday)** Shredded CRs 2250, 2360, 2365, 2430, 2515, 2610, 2540, 2572 and 2570. Used equipment #'s 409, 410 and 411. General maintenance on equipment #'s 409, 410 and 411. Work continued on CR 1605 using 5 loads rock and equipment #'s 102, 105, 202, 107 and 705. Ditch work continued on CR 3190, using equipment #'s 201, 704, 103, 104 and 414. Cleaning and vegetation control continued on Pct. Yard # 2.

**08-07-03 (Thursday)** Straightened road sign on CR 1490. Vegetation control on CRs 1153 and 1155. using equipment #'s 111 and 408. Shredded CRs 2365, 2420, 2425, 2440, 2450, 2460, 2430, 2410, 2470, 2515, 2530, 2570 and 3230, using equipment #'s 410, 411 and 409. General maintenance on equipment 409, 410 and 411. Installed 2 -12" X 24' culverts on CR 1605, using 4 loads rock and equipment #'s 107, 705 and 202. Installed culvert for property owner Mr. Himch on CR 4320 using 2 loads dirt and 1 load rock. Removed tree from CR 4320.

**Plans For the Next Two Weeks**

In the next two weeks plans are to continue shredding, brush axing and patching the county roads. Base work will be done on CRs 1320, 1330 and 1605. Bomaging and reworking CR 3381 will commence.

Remember, if you need us, please do not hesitate to call us at 903-473-8783, fax 903-473-9543 or email us at [rains.co.roads@verizons.net](mailto:rains.co.roads@verizons.net)



July 31, 2003

RECEIVED  
AUG 06 2003

Office of County Judge  
P.O. Box 158  
Emory, TX 75440

RE: Rains County Right-of-Way Permit Request  
Service Order No.: 2307001937

Dear Sir or Madam:

FEC Electric, Inc. is requesting permission to construct electrical power distribution facilities along and across the following County Road which is located within your county:

County Road: CR 2300  
Road Composition: Dirt  
Location: .03 Mile East of CR 2400

A site location map and construction sketch is enclosed. The construction sketch details the proposed work. All road crossings will have a minimum vertical clearance of twenty-two (22) feet.

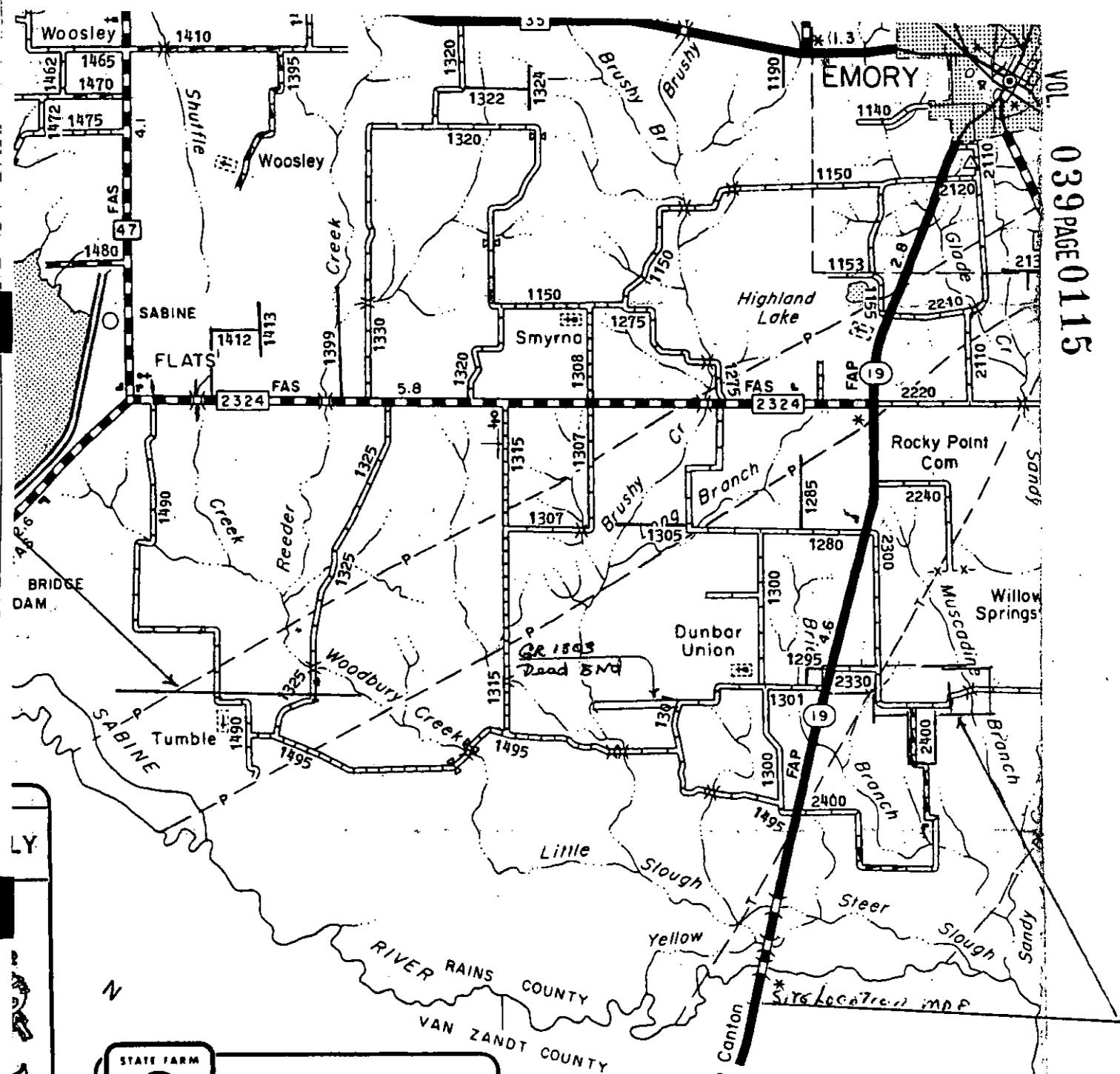
If you have any questions, please contact James Vaughn, or me at 903-455-1715 or 1-800-541-2662.

Yours truly,

A handwritten signature in cursive script that reads 'Tim Mackey'.

Tim Mackey,  
Field Engineering Supervisor

Enclosures



STATE FARM INSURANCE

STATE FARM INSURANCE COMPANIES  
HOME OFFICES: BLOOMINGTON, ILLINOIS

**WAYNE MELTON**  
**AGENT**

On The Square  
Post Office Box 368 Emory, Texas 75440  
Bus.: (214) 473-2553  
Home: (214) 473-2369

*Ricky L. Northcutt*

*66-3308-054.0065*

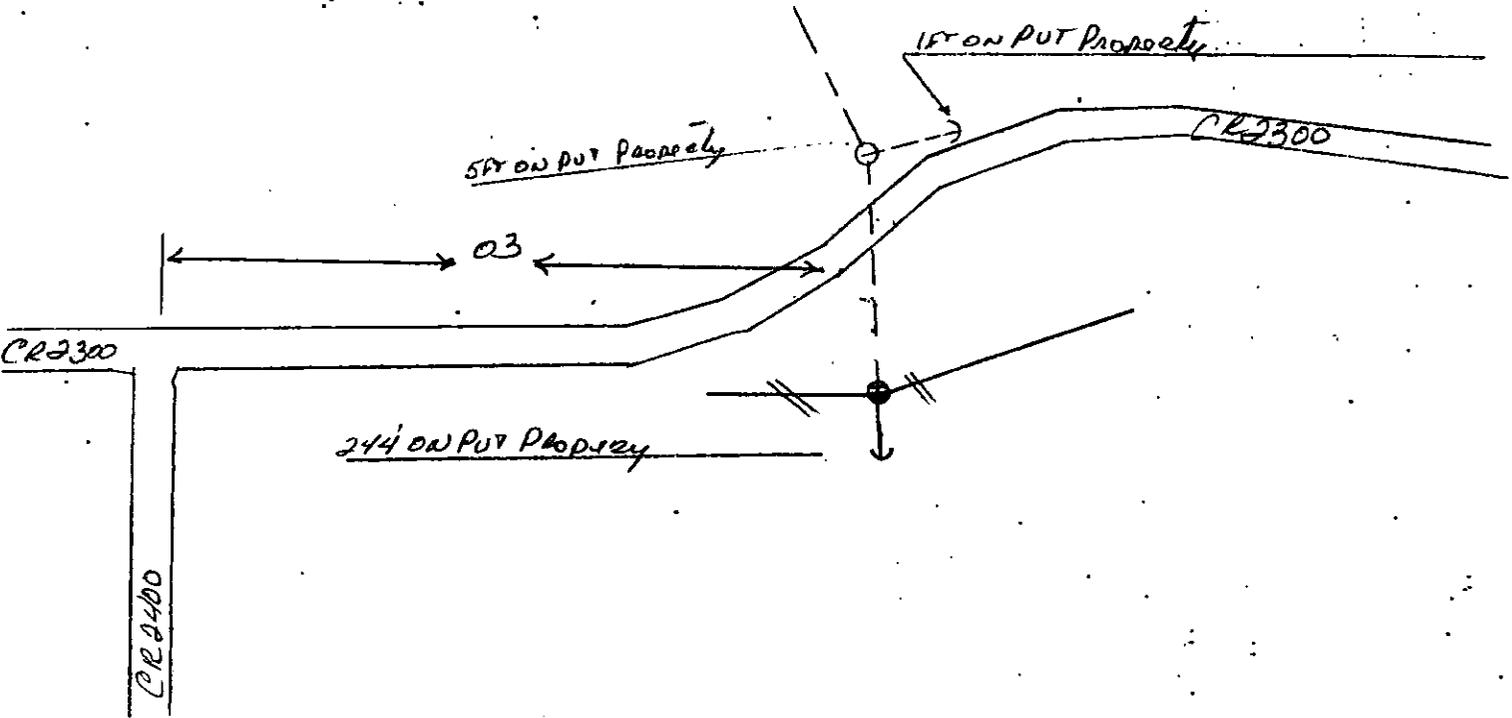
*230700 1937. 11*

ESTABLISHED 1900

**FIRST NATIONAL BANK OF EMORY**

YOUR FULL SERVICE BANK

**READY-MIXED CONCRETE**



NOTICE OF PROPOSED ELECTRIC  
Facilities - County Permit

- Indicated Existing Pole 4014
- ) Indicates Existing Guy/Anchor 1
- //— Indicates Existing Conductor #4005 R
- Indicates Proposed Pole 1154
- - -) Indicates Proposed Guy/Anchor Number Needed 1
- - - Indicates Proposed Conductor #4005 R 294 FT

Member/Consumer Name	Grid	Work Order #
Ricky F. Noelkurt	16-33-08-054-0065	Const-2307001937.11
Drawn By <b>JAS. VAUGHN</b>	Date <u>7-31-03</u>	Ret.



# COUNTY OF RAINS VOL. 039 PAGE 0117

## COMMISSIONER'S COURT

P.O. Box 158 /167 East Quitman Street  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



August 14, 2003

Mr. Tim Mackey, Supervisor  
Field Engineering  
FEC Electric  
PO Box 6037  
Greenville, TX 75403

Re: Utility Permit No. 2307001937

Dear Mr. Mackey:

Rains County has no objection to the location of your electrical power distribution facilities along and across the right-of-way of County Road #2300 per FEC Electric Company permit request.

It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use with the following conditions:

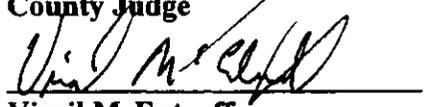
1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
2. All road crossings will have a minimum vertical crossing of twenty-two (22) feet. Use single pole construction along county road.
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway:
4. Rains County, its employees, agents or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be or be suffered by any person or persons, corporation or Property by reason of the performance of any such work,

character of materials used or manner of installation, maintenance of operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

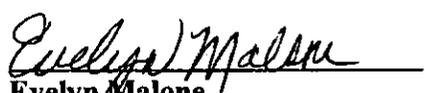
- 5. **FEC Electric Company (Grantee), its successors or assigns will upon notice to them of commencement of such action, defend the same at their own expense and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Rains County.**
- 6. **Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of FEC Electric Company (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and**
- 7. **The job superintendent must contact Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work. The Administrator can be contacted at (903) 473-8783 (7:00 a.m.- 3:30 p.m.)**

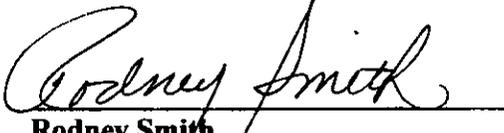
Approved by Rains County Commissioners Court this 14<sup>th</sup> day of August 2003.

  
 \_\_\_\_\_  
 Joe Ray Dougherty  
 County Judge

  
 \_\_\_\_\_  
 Virgil McEnturff  
 Commissioner Precinct 1

  
 \_\_\_\_\_  
 Gary Bishop  
 Commissioner Precinct 3

  
 \_\_\_\_\_  
 Evelyn Malone  
 Commissioner Precinct 2

  
 \_\_\_\_\_  
 Rodney Smith  
 Commissioner Precinct 4

## Environmental Enforcement Report

August 14, 2003

Date	Action	Value Y/T/D
	Litter	
July 24&25	Community Service 16 hours X \$5.50	\$259.75
	Fines YTD	\$415.00
July 26	Trash Drop off \$102.00	\$1211.50
	Total Y/T/D	\$1,885.25

OSSF month to date:

Fm 515 aerobic

OSSF Y/T/D 31 \$9,065.00

Grand Total \$10,950.25

Bid process for scrap metal

Rains County has scrap metal to be removed on all four Precinct yards. The bulk of it is on Precinct #4 yard on the service road in Point. The other yards are located as follows: Precinct #1 on Highway 19 south of Emory; Precinct #2 on 2795 near the Bright Star Church; Precinct #3 on Highway 19 north of Emory.

The removal will need to be coordinated through the Road & Bridge Department

Receipts for each load will need to be provided in order to show proper disposal.

Items containing Freon must have it properly removed.

This is an all or none bid

I will pay  $\$5$  per yard  $\times 2000 = \$20,000$  for all of the scrap metal.

I will defend, indemnify and hold harmless Rains County from any and all loss, liabilities, damages, claims or litigation in connection with the removal of Scrap metal.

James W. Cooper  
Signature

July 9, 2003  
Dated.

Invoice	INV-Date	DU-Date	INV \$	Department	Line Item	Pay \$
***** ANDREWS CENTER						
MHR	08/14/03	08/14/03	418.83	HEALTH & WELFARE	MHR SERVICES	418.83
					Total Displayed =	418.83
***** ALBA-GOLDEN CREDIT UNION						
XX	08/01/03	08/01/03	575.00	GENERAL FUND	CREDIT UNION	575.00
					Total Displayed =	575.00
***** ARMOR RESEARCH CO						
99936	07/21/03	08/14/03	123.77	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	123.77
					Total Displayed =	123.77
***** BRUDART CO						
6311076	07/17/03	08/14/03	10.99	PUBLIC LIBRARY	LIBRARY MATERIAL	10.99
					Total Displayed =	10.99
***** BUSTER PAVING CO. INC						
22265	08/03/03	08/14/03	462.50	MAINTENANCE	BLDG. MAINT	462.50
					Total Displayed =	462.50
***** BRIGHT STAR-SALEM WATER CORP						
PC 2	07/22/03	08/14/03	14.67	UNIT ROAD & BRIDGE	WATER	14.67
					Total Displayed =	14.67
***** CELLULAR ONE						
474-3506	07/22/03	08/14/03	30.56	UNIT ROAD & BRIDGE	TELEPHONE	30.56
474-3193	07/22/03	08/14/03	35.00	UNIT ROAD & BRIDGE	TELEPHONE	35.00
474-3194	07/22/03	08/14/03	20.00	UNIT ROAD & BRIDGE	TELEPHONE	20.00
474-3049	07/22/03	08/14/03	12.23	NON-DEPARTMENTAL	CONTINGENCY	12.23
474-3020	07/22/03	08/14/03	29.99	ENVIRONMENTAL ENFORCE	TELEPHONE	29.99
					Total Displayed =	127.78
***** CITGO						
SHERIFF	07/31/03	08/14/03	19.31	SHERIFF & JAIL	FUEL & OIL	19.31
					Total Displayed =	19.31
***** COLONIAL LIFE & ACC INS CO						
INSURANCE	07/30/03	07/30/03	143.42	GENERAL FUND	PAYROLL INSURANCE PAYABLE	143.42
					Total Displayed =	143.42
***** CLIFTON'S MAINTENANCE						
RD & BR	07/22/03	08/14/03	12.50	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	12.50
SHERIFF	06/18/03	08/14/03	11.25	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	11.25
SHERIFF	07/03/03	08/14/03	131.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	131.00
SHERIFF	07/16/03	08/14/03	88.90	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	88.90
SHERIFF	07/23/03	08/14/03	87.05	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	87.05
					Total Displayed =	330.70
***** CITY OF EMORY						
LIBRARY	07/15/03	08/14/03	58.51	PUBLIC LIBRARY	UTILITIES	58.51
JAIL	07/15/03	08/14/03	229.57	SHERIFF & JAIL	WATER	229.57
ANNEX	07/15/03	08/14/03	23.45	NON-DEPARTMENTAL	WATER	23.45
JUST CIR	07/15/03	08/14/03	52.00	NON-DEPARTMENTAL	WATER	52.00
CHSE	07/15/03	08/14/03	53.81	NON-DEPARTMENTAL	WATER	53.81
ANNEX	07/15/03	08/14/03	36.00	NON-DEPARTMENTAL	WATER	36.00
AGENT	07/15/03	08/14/03	52.00	NON-DEPARTMENTAL	WATER	52.00

Invoice	INV-Date	DU-Date	INV \$	Department	Line Item	Pay \$
PCT 3	07/15/03	08/14/03	33.50	UNIT ROAD & BRIDGE	WATER	33.50
						Total Displayed = 538.94
-----						
**** DAIRYLAND AUTOMATION, INC						
10009	07/31/03	08/14/03	12.24	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	12.24
						Total Displayed = 12.24
-----						
**** DOUBLE C OIL & SUPPLIES						
6618	08/05/03	08/14/03	394.95	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	394.95
						Total Displayed = 394.95
-----						
**** DUKE OIL CO						
22854	07/21/03	08/14/03	21.96	ENVIRONMENTAL ENFORCE	FUEL	21.96
22925	07/24/03	08/14/03	21.46	ENVIRONMENTAL ENFORCE	FUEL	21.46
23066	08/06/03	08/14/03	21.80	ENVIRONMENTAL ENFORCE	FUEL	21.80
90593	07/24/03	08/14/03	515.00	UNIT ROAD & BRIDGE	FUEL & OIL	515.00
90594	07/24/03	08/14/03	236.90	UNIT ROAD & BRIDGE	FUEL & OIL	236.90
22974	07/29/03	08/14/03	35.98	UNIT ROAD & BRIDGE	FUEL & OIL	35.98
90877	08/01/03	08/14/03	1004.00	SHERIFF & JAIL	FUEL & OIL	1004.00
						Total Displayed = 1857.10
-----						
**** DUN SMITH						
REIMB	08/01/03	08/14/03	31.36	JUSTICE PEACE	SEMINAR EXPENSE	31.36
						Total Displayed = 31.36
-----						
**** DESK TOP						
17117	07/18/03	08/14/03	18.19	DISTRICT CLERK	OFFICE SUPPLIES	18.19
17214	08/05/03	08/14/03	6.32	DISTRICT CLERK	OFFICE SUPPLIES	6.32
17153	07/24/03	08/14/03	11.75	COUNTY JUDGE	OFFICE SUPPLIES	11.75
17179	07/30/03	08/14/03	31.57	COUNTY ATTORNEY	OFFICE SUPPLIES	31.57
						Total Displayed = 67.83
-----						
**** EMORY AUTO SUPPLY						
212330	07/31/03	08/14/03	7.98	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	7.98
212073	07/23/03	08/14/03	72.90	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	72.90
211903	07/17/03	08/14/03	3.00	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	3.00
211575	07/08/03	08/14/03	29.87	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	29.87
211527	07/07/03	08/14/03	204.40	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	204.40
212337	07/31/03	08/14/03	25.92	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	25.92
						Total Displayed = 344.07
-----						
**** ED EMIG						
REIMB	07/31/03	08/14/03	110.86	SHERIFF & JAIL	SEMINAR EXPENSE	110.86
						Total Displayed = 110.86
-----						
**** ENGITECH ENVIRONMENTAL TRAINING						
ROLAND	08/14/03	08/14/03	80.00	ENVIRONMENTAL ENFORCE	SEMINAR EXPENSE	80.00
						Total Displayed = 80.00
-----						
**** EMORY FOOD MART						
SHERIFF	08/01/03	08/14/03	253.93	SHERIFF & JAIL	PRISONER FOOD	253.93
						Total Displayed = 253.93
-----						
**** ELECTRONIC FEDERAL TAX PMT SYS						
WH-SS	08/01/03	08/01/03	9170.17	GENERAL FUND	PAYROLL W/H PAYABLE	2418.87
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65

INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
				GENERAL FUND	PAYROLL FICA PAYABLE	6487.65
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Displayed =	9170.17
***** EMORY INSURANCE AGENCY						
DEPUTY	07/09/03	08/14/03	210.00	SHERIFF & JAIL	BONDS	210.00
MALONE	08/07/03	08/14/03	127.50	PREC #2 COMMISSIONER	BONDS	127.50
					Total Displayed =	337.50
***** EIGHTH JUDICIAL DISTRICT						
SEC-COORO	08/14/03	08/14/03	372.49	8TH DISTRICT COURT	SECRETARY-COORDINATOR	372.49
OTHER EXP	08/14/03	08/14/03	103.50	8TH DISTRICT COURT	OTHER EXPENSES	103.50
A/J PROB	08/14/03	08/14/03	709.75	8TH DISTRICT COURT	A/J BLDG. EXPENSES	709.75
					Total Displayed =	1185.74
***** EMC NATIONAL LIFE CO						
INSURANCE	08/12/03	08/12/03	66.05	GENERAL FUND	PAYROLL INSURANCE PAYABLE	66.05
					Total Displayed =	66.05
***** EMBASSY SUITES						
WALLACE	08/12/03	08/12/03	514.05	COUNTY COURT/CLERK	SEMINAR EXPENSE	514.05
WILEY	08/12/03	08/12/03	514.05	DISTRICT CLERK	SEMINAR EXPENSE	514.05
					Total Displayed =	1028.10
***** ECHO PUBLISHING CO						
42701	07/30/03	08/14/03	159.34	COUNTY COURT/CLERK	OFFICE SUPPLIES	159.34
42699	07/30/03	08/14/03	48.27	JUSTICE PEACE	OFFICE SUPPLIES	48.27
					Total Displayed =	207.61
***** FIRST CHOICE POWER						
ALLENWIRE	07/23/03	07/30/03	56.11	SHERIFF & JAIL	ELECTRIC	56.11
PCT 1	07/28/03	08/04/03	213.62	UNIT ROAD & BRIDGE	ELECTRIC	213.62
LIBRARY	07/23/03	08/08/03	604.42	PUBLIC LIBRARY	UTILITIES	604.42
CKHSE	08/06/03	08/14/03	419.23	NON-DEPARTMENTAL	ELECTRIC	419.23
AGENT	08/06/03	08/14/03	161.61	NON-DEPARTMENTAL	ELECTRIC	161.61
JUST CTR	08/06/03	08/14/03	292.39	NON-DEPARTMENTAL	ELECTRIC	292.39
JAIL	08/06/03	08/14/03	1778.79	SHERIFF & JAIL	ELECTRIC	1778.79
					Total Displayed =	3526.17
***** FEC ELECTRIC						
3800	07/30/03	08/14/03	69.00	UNIT ROAD & BRIDGE	ELECTRIC	69.00
5200	07/30/03	08/14/03	18.42	UNIT ROAD & BRIDGE	ELECTRIC	18.42
2200	07/31/03	08/14/03	22.28	UNIT ROAD & BRIDGE	ELECTRIC	22.28
					Total Displayed =	109.70
***** FIRST NATIONAL BANK, EMORY						
XX	07/31/03	07/31/03	62878.11	I & S FUND	JAIL EXPANSION	62878.11
					Total Displayed =	62878.11
***** FAR WEST TX CO JUDGES & COMM						
MCENTURFF	08/05/03	08/05/03	75.00	PREC #1 COMMISSIONER	SEMINAR EXPENSE	75.00
					Total Displayed =	75.00
***** GRIFFIN COMMUNICATION & SECURITY						
43845	08/01/03	08/14/03	29.95	PUBLIC LIBRARY	BUILDING MAINT	29.95
12862	07/23/03	08/14/03	65.00	MAINTENANCE	BLDG. MAINT	65.00

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
Total Displayed =						94.95
***** GRAY'S WHOLESALE FIRE DIST. INC						
149349	07/28/03	08/14/03	22.30	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	22.30
149350	07/28/03	08/14/03	410.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	410.00
Total Displayed =						432.30
***** HUNT COUNTY						
COURT REP	08/14/03	08/14/03	425.00	354TH DISTRICT COURT	COURT REPORTER	425.00
SEC-COORD	08/14/03	08/14/03	175.00	354TH DISTRICT COURT	SECRETARY-COORDINATOR	175.00
Total Displayed =						600.00
***** HOPKINS COUNTY JUVENILE PROBATIO						
JUV PROB	08/14/03	08/14/03	483.37	8TH DISTRICT COURT	JUVENILE PROBATION	483.37
Total Displayed =						483.37
***** HOPKINS CO MEMORIAL HOSPITAL						
8195190	01/31/03	08/14/03	1095.61	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	1095.61
Total Displayed =						1095.61
***** HALL S PHARMACY						
IHC	07/02/03	08/14/03	210.35	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	210.35
Total Displayed =						210.35
***** HOUSE TIRE & SERVICE CENTER						
308015	07/15/03	08/14/03	10.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	10.00
Total Displayed =						10.00
***** HOUTEN'S WELDING & MFG						
SHERIFF	07/28/03	08/14/03	294.97	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	294.97
SHERIFF	07/30/03	08/14/03	5.67	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	5.67
SHERIFF	07/30/03	08/14/03	13.96	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	13.96
RD & BR	07/07/03	08/14/03	12.68	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	12.68
RD & BR	07/07/03	08/14/03	6.70	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	6.70
RD & BR	07/14/03	08/14/03	119.67	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	119.67
RD & BR	07/09/03	08/14/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
RD & BR	07/09/03	08/14/03	80.00	UNIT ROAD & BRIDGE	FUEL & OIL	80.00
Total Displayed =						553.65
***** INTERSTATE ALL BATTERY CENTER						
104428	05/09/03	08/14/03	35.00	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	35.00
Total Displayed =						35.00
***** I C O PIPE SUPPLY						
57481	06/30/03	08/14/03	7.76	MAINTENANCE	BLDG. MAINT	7.76
Total Displayed =						7.76
***** J & K DISCOUNT AUTO SUPPLY						
D161966	07/10/03	08/14/03	10.38	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	10.38
D161423	07/01/03	08/14/03	9.36	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	9.36
D162127	07/14/03	08/14/03	10.97	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	10.97
D162123	07/14/03	08/14/03	6.95	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	6.95
D162122	07/14/03	08/14/03	59.90	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	59.90
D162191	07/14/03	08/14/03	57.73	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	57.73
D162412	07/17/03	08/14/03	9.58	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	9.58
D163076	07/28/03	08/14/03	23.27	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	23.27

invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
0163138	07/29/03	08/14/03	138.25	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	138.25
D163179	07/29/03	08/14/03	32.50	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	32.50
0162648	07/22/03	08/14/03	28.09	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	28.09
0162830	07/24/03	08/14/03	7.80	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	7.80
0162831	07/24/03	08/14/03	19.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	19.95
D161896	07/10/03	08/14/03	71.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	71.95
0162275	07/15/03	08/14/03	33.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	33.00
0162327	07/16/03	08/14/03	72.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	72.95
Total Displayed =						592.63
***** JAMES LILES						
XX	07/15/03	08/14/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
Total Displayed =						60.00
***** JERRY WALLACE						
69088	07/23/03	08/14/03	1251.47	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	1251.47
69083	07/15/03	08/14/03	2563.01	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	2563.01
69099	07/28/03	08/14/03	188.93	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	188.93
69105	07/31/03	08/14/03	572.15	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	572.15
Total Displayed =						4575.56
***** JECO HEATING & AIR						
221	07/28/03	07/28/03	1280.00	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	1280.00
Total Displayed =						1280.00
***** JURY LIST						
GRAND JURY	07/25/03	07/25/03	54.00	8TH DISTRICT COURT	DIST JUROR EXPENSE	54.00
354TH	07/25/03	07/25/03	282.00	354TH DISTRICT COURT	JUROR EXPENSE	282.00
Total Displayed =						336.00
***** J M STONE						
1206	08/08/03	08/14/03	1183.07	UNIT ROAD & BRIDGE	ROAD MATERIAL	1183.07
Total Displayed =						1183.07
***** JOE R DOUGHERTY						
REIMB	07/30/03	08/14/03	132.55	COUNTY JUDGE	SEMINAR EXPENSE	132.55
REIMB	07/28/03	08/14/03	3.95	NON-DEPARTMENTAL	POSTAGE & BOX RENT	3.95
Total Displayed =						136.50
***** JOSEPH VAUGHAN, MD						
22511	07/02/03	08/14/03	27.28	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	27.28
Total Displayed =						27.28
***** KENDRALL & SON						
22867	07/16/03	08/14/03	745.80	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	745.80
Total Displayed =						745.80
***** KLEIN & SON COMPUTER SALES						
36139	07/07/03	08/14/03	41.00	JUSTICE PEACE	EQUIPMENT MAINT	41.00
Total Displayed =						41.00
***** KENNETH NEINAST						
EXPENSE	08/14/03	08/14/03	300.00	COUNTY AGENT	TRAVEL ALLOWANCE	300.00
Total Displayed =						300.00
***** KIRK T GARNER, ATTY						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
PEREZ	08/12/03	08/14/03	600.00	354TH DISTRICT COURT	TRIAL EXPENSE	600.00
REININGER	08/12/03	08/14/03	268.14	354TH DISTRICT COURT	TRIAL EXPENSE	268.14
COODY	08/12/03	08/14/03	339.35	354TH DISTRICT COURT	TRIAL EXPENSE	339.35
DOBBS	08/12/03	08/14/03	742.50	354TH DISTRICT COURT	TRIAL EXPENSE	742.50
Total Displayed =						1949.99
***** KURT FISCHER						
REIMB	07/31/03	08/14/03	34.57	SHERIFF & JAIL	SEMINAR EXPENSE	34.57
Total Displayed =						34.57
***** LEXIS NEXIS MATTHEW BENDER						
306101600	06/30/03	08/14/03	20.00	COUNTY ATTORNEY	LAW LIBRARY	20.00
Total Displayed =						20.00
***** LEE ROLAND						
JUVENILE	07/21/03	08/14/03	75.00	COUNTY COURT/CLERK	CO TRIAL EXPENSE	75.00
Total Displayed =						75.00
***** LEANN HOOTEN						
REFUND FIN	08/08/03	08/08/03	70.00	GENERAL FUND	J P FINES & FEES	70.00
Total Displayed =						70.00
***** LINEBARGER GUGGAN BLAIR & SAMPSO						
JUNE2003	07/30/03	08/14/03	2045.12	NON-DEPARTMENTAL	TAX ATTORNEY	2045.12
Total Displayed =						2045.12
***** LIFE INVESTORS INSURANCE CO						
INSURANCE	07/29/03	07/29/03	183.80	GENERAL FUND	PAYROLL INSURANCE PAYABLE	183.80
Total Displayed =						183.80
***** MATTHEW BENDER						
XX	06/30/03	08/14/03	39.76	COUNTY ATTORNEY	LAW LIBRARY	39.76
Total Displayed =						39.76
***** MAX A MART						
106373	08/07/03	08/14/03	7.63	SHERIFF & JAIL	PRISONER SUPPLIES	7.63
Total Displayed =						7.63
***** MRS BAIRUS						
29	07/23/03	08/14/03	41.00	SHERIFF & JAIL	PRISONER FOOD	41.00
Total Displayed =						41.00
***** MICKEY COOPER						
XX	08/11/03	08/14/03	46.16	JUSTICE PEACE	REPLACEMENT FOR JP	46.16
Total Displayed =						46.16
***** MAP SPECIALISTS ADDRESSING GROUP						
865	08/01/03	08/14/03	750.00	NON-DEPARTMENTAL	911 ADDRESSING	750.00
866	08/01/03	08/14/03	750.00	NON-DEPARTMENTAL	911 ADDRESSING	750.00
Total Displayed =						1500.00
***** MARK YOUNG						
DRAW	07/29/03	07/29/03	500.00	NON-DEPARTMENTAL	CONTINGENCY	500.00
DRAW	08/01/03	08/01/03	1000.00	NON-DEPARTMENTAL	CONTINGENCY	1000.00
XX	08/07/03	08/07/03	3570.00	NON-DEPARTMENTAL	CONTINGENCY	3570.00
Total Displayed =						5070.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** NACU CLEARING ACCOUNT						
DEF COMP	08/01/03	08/01/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
						Total Displayed = 10.00
***** NATIONAL ELEVATOR INSP SVC						
222385	07/29/03	08/14/03	237.50	MAINTENANCE	BLDG. MAINT	237.50
						Total Displayed = 237.50
***** OFFICE DEPOT						
211314541	07/17/03	08/14/03	46.98	DISTRICT CLERK	OFFICE SUPPLIES	46.98
210648736	07/22/03	08/14/03	163.41	REGISTRATION OFFICE	OFFICE SUPPLIES	163.41
212242107	07/30/03	08/14/03	462.37	REGISTRATION OFFICE	OFFICE SUPPLIES	462.37
211727675	07/22/03	08/14/03	54.35	COUNTY COURT/CLERK	OFFICE SUPPLIES	54.35
211437107	07/18/03	08/14/03	79.46	COUNTY COURT/CLERK	OFFICE SUPPLIES	79.46
211727674	07/23/03	08/14/03	9.77	COUNTY COURT/CLERK	OFFICE SUPPLIES	9.77
212524471	08/01/03	08/14/03	28.62	COUNTY COURT/CLERK	OFFICE SUPPLIES	28.62
212213619	07/28/03	08/14/03	399.68	COUNTY ATTORNEY	OFFICE SUPPLIES	399.68
211858380	07/30/03	08/14/03	85.78	COUNTY JUDGE	OFFICE SUPPLIES	85.78
						Total Displayed = 1350.42
***** PARMER AUTOMOTIVE						
1124	07/22/03	08/14/03	376.74	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	376.74
						Total Displayed = 376.74
***** POTTS FEED STORE						
XX	07/31/03	08/14/03	1.74	SHERIFF & JAIL	PRISONER FOOD	1.74
						Total Displayed = 1.74
***** POINT TIRE SERVICE						
5150	07/01/03	08/14/03	66.50	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	66.50
						Total Displayed = 66.50
***** PURCHASE POWER						
POSTAGE	07/25/03	08/14/03	1015.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	1015.00
						Total Displayed = 1015.00
***** QUILL CORPORATION						
2688406	07/23/03	08/14/03	107.71	COUNTY ATTORNEY	OFFICE SUPPLIES	107.71
						Total Displayed = 107.71
***** QUALIFIED EMPLOYMENT SERVICE, IN						
12649	07/28/03	08/14/03	302.76	NON-DEPARTMENTAL	SALARIES	302.76
12661	08/04/03	08/12/03	407.16	NON-DEPARTMENTAL	SALARIES	407.16
						Total Displayed = 709.92
***** RAINS COUNTY CHILD WELFARE						
354TH DIST	07/25/03	07/25/03	60.00	354TH DISTRICT COURT	JUROR EXPENSE	60.00
						Total Displayed = 60.00
***** RAINS COUNTY I & S						
TRANSFER	07/30/03	07/30/03	4101.15	GENERAL FUND	AD VALOREM CURRENT	4101.15
						Total Displayed = 4101.15
***** RHINUTEX COMPUTER PRODUCTS						
425563	07/21/03	08/14/03	145.78	COUNTY ATTORNEY	OFFICE SUPPLIES	145.78

invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
428811	08/05/03	08/14/03	136.46	COUNTY ATTORNEY	OFFICE SUPPLIES	136.46
					Total Displayed =	282.24
****	NON CASON PLUMBING & BACKHOE					
XX	08/04/03	08/14/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
					Total Displayed =	60.00
****	RAINS FAMILY HEALTHCARE					
022797-02	07/01/03	08/14/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
					Total Displayed =	27.28
****	RAINS HARDWARE					
26498	07/24/03	08/14/03	5.98	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.98
26492	07/23/03	08/14/03	6.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	6.99
26284	07/15/03	08/14/03	9.56	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	9.56
26312	06/23/03	08/14/03	5.10	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.10
26515	07/26/03	08/14/03	3.18	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	3.18
26584	07/28/03	08/14/03	32.78	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	32.78
26311	06/26/03	08/14/03	122.88	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	122.88
26559	07/24/03	08/14/03	14.82	MAINTENANCE	BLDG. MAINT	14.82
26026	06/26/03	08/14/03	25.00	MAINTENANCE	BLDG. MAINT	25.00
					Total Displayed =	226.29
****	HELICO REPLACEMENT PARTS, INC					
XX	07/22/03	08/14/03	58.50	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	58.50
					Total Displayed =	58.50
****	ROCK SOLID CRUSHED STONE, INC					
1388	07/31/03	08/14/03	786.90	UNIT ROAD & BRIDGE	ROAD MATERIAL	786.90
1391	07/31/03	08/14/03	153.90	UNIT ROAD & BRIDGE	ROAD MATERIAL	153.90
					Total Displayed =	940.80
****	ROBERT VITITON					
REIMS	08/01/03	08/14/03	310.80	COUNTY ATTORNEY	SEMINAR EXPENSE	310.80
					Total Displayed =	310.80
****	SKY BLUE WATER					
28987	08/06/03	08/14/03	12.50	NON-DEPARTMENTAL	CONTINGENCY	12.50
					Total Displayed =	12.50
****	STATE COMPTROLLER					
TRIAL FEES	07/29/03	07/29/03	11385.92	NON-DEPARTMENTAL	TRIAL FEES TO STATE	11385.92
TRIAL FEES	07/29/03	07/29/03	223.38	NON-DEPARTMENTAL	TRIAL FEES TO STATE	223.38
TRIAL FEES	08/13/03	08/13/03	204.17	NON-DEPARTMENTAL	TRIAL FEES TO STATE	204.17
					Total Displayed =	11813.47
****	SYSCO FOOD SERVICES, INC					
307240799	07/24/03	08/14/03	595.63	SHERIFF & JAIL	PRISONER FOOD	595.63
307310777	07/31/03	08/14/03	764.54	SHERIFF & JAIL	PRISONER FOOD	764.54
308070862	08/07/03	08/14/03	467.51	SHERIFF & JAIL	PRISONER FOOD	467.51
307240799	07/24/03	08/14/03	51.73	SHERIFF & JAIL	PRISONER SUPPLIES	51.73
307310777	07/31/03	08/14/03	84.80	SHERIFF & JAIL	PRISONER SUPPLIES	84.80
308070862	08/07/03	08/14/03	80.02	SHERIFF & JAIL	PRISONER SUPPLIES	80.02
307240799	07/24/03	08/14/03	61.28	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	61.28
307310777	07/31/03	08/14/03	36.40	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	36.40
308070862	08/07/03	08/14/03	32.99	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	32.99

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
Total Displayed =						2174.90
***** SPORT GRAPHICS						
1941	07/15/03	08/14/03	39.00	MAINTENANCE	BLOG. MAINT	39.00
Total Displayed =						39.00
***** SKEETER PRODUCTS, INC						
1	04/22/03	08/05/03	2500.00	HOTEL/MOTEL TAX	HOTEL/MOTEL TAX	2500.00
Total Displayed =						2500.00
***** SCOTT-MERRIMAN, INC						
22612	07/28/03	08/14/03	996.89	COUNTY COURT/CLERK	OFFICE EQUIPMENT	996.89
22816	08/07/03	08/14/03	31.43	COUNTY COURT/CLERK	OFFICE SUPPLIES	31.43
Total Displayed =						1028.32
***** SEALY OUTDOORS						
2003-1038	01/15/03	08/05/03	2000.00	HOTEL/MOTEL TAX	HOTEL/MOTEL TAX	2000.00
Total Displayed =						2000.00
***** SPRINT PCS						
SHERIFF	07/17/03	08/14/03	331.74	SHERIFF & JAIL	TELEPHONE	331.74
Total Displayed =						331.74
***** SOUTH RAINS WATER SUPPLY						
PCT 1	07/18/03	08/14/03	16.32	UNIT ROAD & BRIDGE	WATER	16.32
Total Displayed =						16.32
***** SHIRLEY WEEKS						
HOMEECEXP	08/14/03	08/14/03	300.00	COUNTY AGENT	ECONOMIST TRAVEL ALLOWANCE	300.00
Total Displayed =						300.00
***** THOMSON-WEST						
6016802647	06/30/03	08/14/03	340.80	COUNTY ATTORNEY	LAW LIBRARY	340.80
Total Displayed =						340.80
***** TYLER ASPHALT & GRAVEL CO						
10013325	07/29/03	08/14/03	11711.39	UNIT ROAD & BRIDGE	ROAD MATERIAL	11711.39
10013420	08/01/03	08/14/03	9296.03	UNIT ROAD & BRIDGE	ROAD MATERIAL	9296.03
10013369	07/30/03	08/14/03	15472.89	UNIT ROAD & BRIDGE	ROAD MATERIAL	15472.89
10013396	07/31/03	08/14/03	9269.00	UNIT ROAD & BRIDGE	ROAD MATERIAL	9269.00
Total Displayed =						45749.31
***** TEXAS ASSOCIATION OF COUNTIES						
<del>MALONE</del>	<del>08/14/03</del>	<del>08/14/03</del>	<del>175.00</del>	<del>PREC #2 COMMISSIONER</del>	<del>SEMINAR EXPENSE</del>	<del>175.00</del>
Total Displayed =						175.00
***** TAC HEBP						
HEALTH INS	08/11/03	08/11/03	19230.02	NON-DEPARTMENTAL UNIT ROAD & BRIDGE GENERAL FUND	HEALTH INSURANCE HEALTH INSURANCE PAYROLL INSURANCE PAYABLE	17540.13 407.91 1281.98
Total Displayed =						19230.02
***** TAWAKONI TIRE SERVICE						
2890	07/08/03	08/14/03	55.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	55.00
2916	07/21/03	08/14/03	45.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	45.00
2932	07/29/03	08/14/03	80.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	80.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
Total Displayed =						180.00
***** THE COMPUTER MAN						
20030503	07/29/03	08/14/03	109.95	REGISTRATION OFFICE	EQUIPMENT MAINT	109.95
20030508	08/05/03	08/14/03	400.00	COUNTY COURT/CLERK	EQUIPMENT MAINT	400.00
Total Displayed =						509.95
***** TEXAS DIST & CO ATTY ASSN						
WALLACE	08/08/03	08/14/03	250.00	COUNTY ATTORNEY	SEMINAR EXPENSE	250.00
VITITOW	08/08/03	08/14/03	250.00	COUNTY ATTORNEY	SEMINAR EXPENSE	250.00
Total Displayed =						500.00
***** TRIPLE E ELECTRIC						
3997	07/29/03	08/14/03	170.50	PUBLIC LIBRARY	BUILDING MAINT	170.50
3998	07/29/03	08/14/03	315.00	MAINTENANCE	BLDG. MAINT	315.00
3999	07/29/03	08/14/03	146.50	MAINTENANCE	BLDG. MAINT	146.50
Total Displayed =						632.00
***** TRI-STAR ALTERNATOR & STARTER						
620	07/21/03	08/14/03	100.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	100.00
Total Displayed =						100.00
***** TRAYLOR'S TOWING SERVICE						
336558	07/27/03	08/14/03	70.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	70.00
Total Displayed =						70.00
***** TXU GAS						
JAIL	08/07/03	08/14/03	259.68	SHERIFF & JAIL	GAS	259.68
AGENT	08/07/03	08/14/03	12.82	NON-DEPARTMENTAL	GAS	12.82
JUST CTR	08/07/03	08/14/03	20.28	NON-DEPARTMENTAL	GAS	20.28
Total Displayed =						292.78
***** U S POST OFFICE						
POSTAGE	07/30/03	07/30/03	74.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	74.00
BOX 1075	08/14/03	08/14/03	36.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	36.00
Total Displayed =						110.00
***** VERIZON						
LIBRARY	07/19/03	08/14/03	95.47	PUBLIC LIBRARY	TELEPHONE	95.47
PCT 3	07/19/03	08/14/03	46.00	PREC #3 COMMISSIONER	TELEPHONE	46.00
PCT 1	07/19/03	08/14/03	545.78	UNIT ROAD & BRIDGE	TELEPHONE	545.78
473-3181	07/19/03	08/14/03	465.53	SHERIFF & JAIL	TELEPHONE	465.53
473-3008	07/19/03	08/14/03	44.39	SHERIFF & JAIL	TELEPHONE	44.39
ANNEX	07/25/03	08/14/03	596.01	NON-DEPARTMENTAL	TELEPHONES-ANNEX	596.01
AGENT	07/19/03	08/14/03	104.10	COUNTY AGENT	TELEPHONE	104.10
JUDGE	07/19/03	08/14/03	9.29	COUNTY JUDGE	TELEPHONE	9.29
JP	06/25/03	08/14/03	158.01	JUSTICE PEACE	TELEPHONE	158.01
VET OFF	08/01/03	08/14/03	46.59	NON-DEPARTMENTAL	VETERAN AFFAIRS OFFICER	46.59
Total Displayed =						2111.17
***** VISION BENEFITS OF AMERICA						
VISION	07/30/03	07/30/03	261.60	NON-DEPARTMENTAL	HEALTH INSURANCE	181.70
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	3.95
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	40.25
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	35.70
Total Displayed =						261.60

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** VIKING OFFICE PRODUCTS						
20017	07/18/03	08/14/03	76.18	COUNTY AGENT	OFFICE SUPPLIES	76.18
20417	07/18/03	08/14/03	71.59	COUNTY AGENT	OFFICE SUPPLIES	71.59
Total Displayed =						147.77
***** WINGFOOT COMMERCIAL TIRE SYSTEMS						
1681017006	07/29/03	08/14/03	835.50	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	835.50
Total Displayed =						835.50
***** WASTE MGMT OF PARIS HAULING						
0151177	07/01/03	08/14/03	770.00	ENVIRONMENTAL ENFORCE	DUMPSTERS	770.00
0155770	08/01/03	08/14/03	394.63	ENVIRONMENTAL ENFORCE	DUMPSTERS	394.63
Total Displayed =						1164.63
***** XEROX CORPORATION						
96799317	07/21/03	08/14/03	71.00	COUNTY AGENT	COPIER LEASE	71.00
593859196	08/02/03	08/14/03	76.21	COUNTY AGENT	COPIER LEASE	76.21
593864399	08/02/03	08/14/03	119.24	COUNTY JUDGE	COPIER LEASE	119.24
593864221	08/02/03	08/14/03	119.24	SHERIFF & JAIL	COPIER LEASE	119.24
593864227	08/02/03	08/14/03	119.24	COUNTY COURT/CLERK	OFFICE EQUIPMENT	119.24
Total Displayed =						504.93

Grand total of Displayed \$ 211440.46

FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	85882.69
005	HOTEL/MOTEL TAX	4500.00
010	UNIT ROAD & BRIDGE	57089.82
020	I & S FUND	62878.11
034	PUBLIC LIBRARY	1089.84
TOTAL ALL FUNDS:		211440.46



# COUNTY OF RAINS

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100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



Aug. 14, 2003  
Expense Report Date

SUBJECT: Payment of County Invoices/Warrants

All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>
#1 National Elevator Inspection 237.50	

Signed this 14th of August 2003

Virgil McEnturff, Comm., Pct. 1

Evelyn Malone, Comm., Pct. 2

Gary Bishop, Comm., Pct. 3

Rodney Smith, Comm., Pct. 4

Joe R. Dougherty, Co. Judge

```
*****
*
*           G E N E R A L   L E D G E R           *
*
*           R A I N S   C O U N T Y             *
*
*           Statement of Financial Condition      *
*
*           For the Month Ending: JULY 31, 2003 *
*
*****
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RAINS COUNTY  
 Consolidated Financial Table of Contents  
 For the month Ending: JULY 31, 2003

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BALANCE SHEET - GENERAL FUND . . . . .	0
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8TH DISTRICT COURT . . . . .	2
354TH DISTRICT COURT . . . . .	2
NON-DEPARTMENTAL . . . . .	2
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MAINTENANCE . . . . .	3
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COUNTY AGENT . . . . .	3
COUNTY ATTORNEY . . . . .	4
CONSTABLE COUNTY-WIDE . . . . .	4
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DISTRICT CLERK . . . . .	4
COUNTY JUDGE . . . . .	5
COUNTY TREASURER . . . . .	5
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REGISTRATION OFFICE . . . . .	5
SHERIFF & JAIL . . . . .	6
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EXP - RIGHT OF WAY	35
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EXP - I & S FUND	38
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RAINS COUNTY  
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08/11/03

RAINS COUNTY  
BALANCE SHEET - GENERAL FUND  
JULY 31, 2003

ASSETS

CURRENT ASSETS

CASH - GENERAL FUND

571,587.17

TOTAL CURRENT ASSETS

571,587.17

OTHER ASSETS

ESTIMATED REVENUES

2,991,544.00

LESS: REVENUES RECEIVED

2,553,704.27-

TOTAL OTHER ASSETS

437,839.73

TOTAL ASSETS

1,009,426.90

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

PAYROLL FICA PAYABLE

69.79-

PAYROLL INSURANCE PAYABLE

7,350.93-

TOTAL CURRENT LIABILITIES

7,420.72-

OTHER LIABILITIES

APPROPRIATIONS

2,991,544.00

LESS: EXPENDITURES

2,336,503.09-

TOTAL OTHER LIABILITIES

655,040.91

FUND BALANCE

CURRENT FUND BALANCE

361,806.71

TOTAL FUND BALANCE

361,806.71

TOTAL LIABILITIES & FUND BAL.

1,009,426.90

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - GENERAL FUND						
AD VALOREM CURRENT	1,888,861.00	1,888,861.00	22,600.61	1,794,920.63	93,940.37	95.0
AD VALOREM DELINQUEN	84,000.00	84,000.00	6,179.34	93,480.56	9,480.56-	111.3
PENALTY & INTEREST	45,000.00	45,000.00	6,994.07	64,193.43	19,193.43-	142.7
SHERIFF FEES	7,000.00	7,000.00	1,062.24	10,724.04	3,724.04-	153.2
CLERK FEES	60,000.00	60,000.00	4,436.35	56,083.87	3,916.13	93.5
DISTRICT CLERK FEES	20,000.00	20,000.00	2,324.37	22,807.62	2,807.62-	114.0
COUNTY COURT FINES	125,000.00	125,000.00	12,364.50	88,532.08	36,467.92	70.8
DISTRICT COURT FINES	17,000.00	17,000.00	2,672.78	24,656.38	7,656.38-	145.0
AUTO TAX TITLE	9,300.00	9,300.00	970.00	8,780.00	520.00	94.4
TAX COLLECTOR FEES	400.00	400.00	25.00	282.45	117.55	70.6
BEER & LIQUOR PERMITS	1,200.00	1,200.00	.00	1,072.50	127.50	89.4
BOAT REGISTRATION	1,300.00	1,300.00	181.00	1,214.45	85.55	93.4
BOAT & MTR SALES TAX	1,000.00	1,000.00	139.85	1,546.68	546.68-	154.7
J P FINES & FEES	68,000.00	68,000.00	6,388.26	55,871.52	12,128.48	82.2
CONSTABLE FEES	400.00	400.00	175.00	1,280.00	880.00-	320.0
JUVENILE PROBATION FEES	.00	.00	.00	215.00	215.00-	.0
INTEREST	35,000.00	35,000.00	1,229.27	16,294.29	18,705.71	46.6
SALES TAX	290,000.00	290,000.00	20,972.80	188,970.01	101,029.99	65.2
MIXED BEVERAGE TAX	1,000.00	1,000.00	551.88	1,941.38	941.38-	194.1
DUMPSTER FEES	.00	.00	12.00	1,114.50	1,114.50-	.0
OTHER INCOME	10,000.00	10,000.00	782.72	67,548.07	27,548.07-	375.5
TAX SUITS	.00	.00	3,346.87	26,281.13	26,281.13-	.0
DEPUTY GRANT	.00	.00	.00	.00	.00	.0
911 ADDRESSING	16,800.00	16,800.00	.00	.00	16,800.00	.0
EMERGENCY SERVICE DIST	4,483.00	4,483.00	.00	.00	4,483.00	.0
STATE TRIAL FEES	.00	.00	6,476.61	46,133.68	46,133.68-	.0
CO ATTY STATE FUNDS	.00	.00	.00	.00	.00	.0
OSSF PERMIT FEE	5,000.00	5,000.00	570.00	8,870.00	3,870.00-	177.4
PROBATE EDUCATION	.00	.00	35.00	90.00	90.00-	.0
TRANS. FR REC. MGMT #2	800.00	800.00	.00	800.00	.00	100.0
ESTIMATED CARRYOVER	300,000.00	300,000.00	.00	.00	300,000.00	.0
-----						
TOTAL - GENERAL FUND	2,991,544.00	2,991,544.00	100,490.52	2,553,704.27	437,839.73	85.4
-----						



Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
ELECTRIC	17,000.00	17,000.00	1,766.26	13,863.81	.00	3,136.19	81.6
GAS	1,200.00	1,200.00	32.46	1,666.72	.00	466.72-	138.9
WATER	4,401.00	4,401.00	225.89	2,390.08	.00	2,010.92	54.3
TRIAL FEES TO STATE	.00	.00	12,590.45	47,236.52	.00	47,236.52-	.0
TAX REFUND	.00	.00	.00	1,172.15	.00	1,172.15-	.0
911 ADDRESSING	19,500.00	19,500.00	1,500.00	16,500.00	.00	3,000.00	84.6
B&B BUILDING	.00	.00	.00	.00	.00	.00	.0
PRISONER BOARDING	.00	.00	.00	.00	.00	.00	.0
ANIMAL SHELTER	.00	.00	.00	.00	.00	.00	.0
TNRCC	.00	.00	.00	280.00	.00	280.00-	.0
TRANSFER TO UNIT RD & BR	215,000.00	215,000.00	.00	215,000.00	.00	.00	100.0
TRANSFER TO LIBRARY	20,652.00	20,652.00	.00	20,652.00	.00	.00	100.0
COPIERS	.00	.00	.00	.00	.00	.00	.0
SALARIES	1,150,112.00	1,150,112.00	89,801.89	904,988.69	.00	245,123.31	78.7
SOCIAL SECURITY	88,903.00	88,903.00	6,771.17	68,279.41	.00	20,623.59	76.8
RETIREMENT	87,918.00	87,918.00	6,482.57	67,791.48	.00	20,126.52	77.1
WORKERS COMP.	19,661.00	19,661.00	2.32-	17,512.33	.00	2,148.67	89.1
FUTA	6,954.00	6,954.00	5.72-	5,357.03	.00	1,596.97	77.0
HEALTH INSURANCE	288,960.00	288,960.00	20,236.56	190,052.11	.00	98,907.89	65.8
O/I SALARY-SHERIFF	.00	.00	.00	.00	.00	.00	.0
<b>TOTAL NON-DEPARTMENTAL</b>	<b>2,539,108.00</b>	<b>2,538,408.00</b>	<b>148,543.20</b>	<b>2,023,632.25</b>	<b>.00</b>	<b>514,775.75</b>	<b>79.7</b>
<b>INDIGENT HEALTH CARE</b>							
INDIGENT HEALTH EXPENSE	60,300.00	60,300.00	91.85	17,860.90	.00	42,439.10	29.6
PRISONER HEALTH CARE	6,500.00	6,500.00	280.28	5,317.29	.00	1,182.71	81.8
OFFICE SUPPLIES	200.00	200.00	.00	613.62	.00	413.62-	306.8
IHC SEMINAR EXPENSE	600.00	600.00	.00	.00	.00	600.00	.0
SOFTWARE MAINTENANCE	800.00	800.00	.00	800.00	.00	.00	100.0
REDBOOK UPDATE	.00	.00	.00	900.00	.00	900.00-	.0
<b>TOTAL INDIGENT HEALTH CAR</b>	<b>68,400.00</b>	<b>68,400.00</b>	<b>372.13</b>	<b>25,491.81</b>	<b>.00</b>	<b>42,908.19</b>	<b>37.3</b>
<b>MAINTENANCE</b>							
BLDG. MAINT	7,500.00	7,500.00	138.31	5,871.98	.00	1,628.02	78.3
CUSTODIAL SUPPLIES	5,000.00	5,000.00	300.05	2,582.68	.00	2,417.32	51.7
<b>TOTAL MAINTENANCE</b>	<b>12,500.00</b>	<b>12,500.00</b>	<b>438.36</b>	<b>8,454.66</b>	<b>.00</b>	<b>4,045.34</b>	<b>67.6</b>
<b>ELECTIONS</b>							
ELECTION PERSONNEL	5,000.00	5,000.00	.00	5,575.50	.00	575.50-	111.5
ELECTION EXPENSE	2,000.00	2,000.00	.00	1,482.53	.00	517.47	74.1
<b>TOTAL ELECTIONS</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>.00</b>	<b>7,058.03</b>	<b>.00</b>	<b>58.03-</b>	<b>100.8</b>
<b>COUNTY AGENT</b>							
EQUIPMENT MAINTENANCE	500.00	500.00	.00	.00	.00	500.00	.0
OFFICE SUPPLIES	1,200.00	1,200.00	.00	1,057.97	.00	142.03	88.2
TELEPHONE	1,500.00	1,500.00	101.83	1,027.79	.00	472.21	68.5

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
TRAVEL ALLOWANCE	3,600.00	3,600.00	300.00	3,000.00	.00	600.00	83.3
ECONOMIST TRAVEL ALLOWANC	3,600.00	3,600.00	300.00	3,000.00	.00	600.00	83.3
OFFICE EQUIPMENT	600.00	600.00	.00	192.86	.00	407.14	32.1
COPIER LEASE	1,757.00	1,757.00	76.21	1,401.10	.00	355.90	79.7
<b>TOTAL COUNTY AGENT</b>	<b>12,757.00</b>	<b>12,757.00</b>	<b>778.04</b>	<b>9,679.72</b>	<b>.00</b>	<b>3,077.28</b>	<b>75.9</b>
COUNTY ATTORNEY							
EQUIPMENT MAINT	700.00	700.00	.00	506.98	.00	193.02	72.4
DUES	200.00	200.00	.00	50.00	.00	150.00	25.0
BONDS	200.00	200.00	.00	150.00	.00	50.00	75.0
OFFICE SUPPLIES	2,600.00	2,600.00	573.60	1,998.19	.00	601.81	76.9
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
SEMINAR EXPENSE	3,500.00	3,500.00	810.58	1,322.69	.00	2,177.31	37.8
OFFICE EQUIPMENT	500.00	500.00	.00	499.99	.00	.01	100.0
LAW LIBRARY	2,600.00	2,600.00	995.00	1,674.75	.00	925.25	64.4
CO ATTY STATE FUNDS	.00	.00	.00	.00	.00	.00	.0
COPIER LEASE	1,200.00	1,200.00	.00	284.16	.00	915.84	23.7
<b>TOTAL COUNTY ATTORNEY</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>2,379.18</b>	<b>6,486.76</b>	<b>.00</b>	<b>5,013.24</b>	<b>56.4</b>
CONSTABLE COUNTY-WIDE							
EQUIPMENT MAINT	400.00	400.00	.00	.00	.00	400.00	.0
BONDS	.00	.00	.00	92.50	.00	92.50	.0
SEMINAR EXPENSES	200.00	200.00	.00	.00	.00	200.00	.0
OFFICE EQUIPMENT	200.00	200.00	.00	42.36	.00	157.64	21.2
<b>TOTAL CONSTABLE COUNTY-WI</b>	<b>800.00</b>	<b>800.00</b>	<b>.00</b>	<b>134.86</b>	<b>.00</b>	<b>665.14</b>	<b>16.9</b>
COUNTY COURT/CLERK							
EQUIPMENT MAINT	5,300.00	5,300.00	400.00	4,923.57	.00	376.43	92.9
DUES	75.00	75.00	75.00	75.00	.00	.00	100.0
BONDS	350.00	350.00	122.50	959.88	.00	609.88	274.3
OFFICE SUPPLIES	5,000.00	5,000.00	517.07	4,237.35	.00	762.65	84.8
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
SEMINAR EXPENSE	1,500.00	1,500.00	.00	1,008.22	.00	491.78	67.2
OFFICE EQUIPMENT	2,500.00	2,500.00	119.24	953.92	.00	1,546.08	38.2
CO JUROR EXPENSE	2,000.00	2,000.00	.00	369.00	.00	1,631.00	18.5
CO TRIAL EXPENSE	5,000.00	5,000.00	.00	1,651.20	.00	3,348.80	33.0
COURT REPORTER	1,500.00	1,500.00	.00	600.00	.00	900.00	40.0
<b>TOTAL COUNTY COURT/CLERK</b>	<b>23,225.00</b>	<b>23,225.00</b>	<b>1,233.81</b>	<b>14,778.14</b>	<b>.00</b>	<b>8,446.86</b>	<b>63.6</b>
DISTRICT CLERK							
EQUIPMENT MAINT.	1,000.00	1,000.00	.00	2,202.35	.00	1,202.35	220.2
DUES	75.00	75.00	75.00	75.00	.00	.00	100.0
BONDS	250.00	250.00	.00	280.00	.00	30.00	112.0
OFFICE SUPPLIES	3,950.00	3,950.00	266.64	2,798.02	.00	1,151.98	70.8
SEMINAR EXPENSE	850.00	850.00	.00	960.27	.00	110.27	113.0



Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
SEMINAR EXPENSE	300.00	300.00	.00	.00	.00	300.00	.0
OFFICE EQUIPMENT	700.00	700.00	.00	752.15	.00	52.15-	107.5
TOTAL REGISTRATION OFFICE	4,400.00	4,400.00	145.92	2,275.18	.00	2,124.82	51.7
SHERIFF & JAIL							
BLDG. REPAIR & MAINT.	13,500.00	13,500.00	652.78	12,256.29	.00	1,243.71	90.8
EQUIPMENT REPAIR & MAINT.	10,000.00	10,000.00	1,831.70	6,105.11	.00	3,894.89	61.1
VEHICLE REPAIR & MAINT.	12,000.00	12,000.00	285.60	9,770.20	.00	2,229.80	81.4
DUES	350.00	350.00	.00	250.00	.00	100.00	71.4
BONDS	800.00	800.00	50.00	600.00	.00	200.00	75.0
OFFICE SUPPLIES	7,000.00	7,000.00	430.05	5,246.07	.00	1,753.93	74.9
TELEPHONE	8,000.00	8,000.00	710.86	7,169.82	.00	830.18	89.6
SEMINAR EXPENSE	1,500.00	1,500.00	589.35	3,068.82	.00	1,568.82-	204.6
ELECTRIC	20,000.00	20,000.00	2,686.84	17,849.71	.00	2,150.29	89.3
GAS	3,000.00	3,000.00	220.25	4,536.94	.00	1,536.94-	151.2
WATER	8,000.00	8,000.00	229.57	3,170.27	.00	4,829.73	39.6
EQUIPMENT	8,300.00	8,300.00	.00	2,736.57	.00	5,563.43	33.0
LAB - FORENSIC	2,000.00	2,000.00	1,003.04	3,583.38	.00	1,583.38-	179.2
PRISONER SUPPLIES	7,000.00	7,000.00	161.74	7,144.08	.00	144.08-	102.1
PRISONER FOOD	23,000.00	23,000.00	2,186.65	20,637.45	.00	2,362.55	89.7
PRISONER HEALTH	700.00	700.00	62.56	395.25	.00	304.75	56.5
FUEL & OIL	18,000.00	18,000.00	1,225.00	14,540.17	.00	3,459.83	80.8
ANIMAL CONTROL	2,000.00	2,000.00	120.00	240.00	.00	1,760.00	12.0
COPIER LEASE	1,650.00	1,650.00	119.24	1,073.16	.00	576.84	65.0
TOTAL SHERIFF & JAIL	146,800.00	146,800.00	12,565.23	120,373.29	.00	26,426.71	82.0
DEPARTMENT OF PUBLIC SAFETY							
OFFICE SUPPLIES	400.00	400.00	209.16	373.68	.00	26.32	93.4
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
DPS RADAR	3,000.00	3,000.00	.00	3,000.00	.00	.00	100.0
TOTAL DEPARTMENT OF PUBLI	3,400.00	3,400.00	209.16	3,373.68	.00	26.32	99.2
PARKS & WILDLIFE							
OFFICE SUPPLIES	400.00	400.00	.00	.00	.00	400.00	.0
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
TOTAL PARKS & WILDLIFE	400.00	400.00	.00	.00	.00	400.00	.0
HEALTH & WELFARE							
CHILD PROTECTIVE SERVICE	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0
MHR SERVICES	5,026.00	5,026.00	418.83	4,188.30	.00	837.70	83.3
CHILD ADVOCACY	2,745.00	2,745.00	.00	2,745.00	.00	.00	100.0
TOTAL HEALTH & WELFARE	9,771.00	9,771.00	418.83	6,933.30	.00	2,837.70	71.0
ENVIRONMENTAL ENFORCEMENT							

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
OTHER	.00	.00	.00	.00	.00	.00	.0
SUPPLIES	360.00	360.00	44.29	835.54	.00	475.54-	232.1
TELEPHONE	372.00	372.00	32.86	338.88	.00	33.12	91.1
SEMINAR EXPENSE	650.00	650.00	.00	430.00	.00	220.00	66.2
FUEL	800.00	800.00	81.89	878.26	.00	78.26-	109.8
USSF SOFTWARE	1,490.00	1,490.00	.00	.00	.00	1,490.00	.0
DUMPSTERS	5,640.00	5,640.00	.00	3,080.00	.00	2,560.00	54.6
<b>TOTAL ENVIRONMENTAL</b>	<b>9,312.00</b>	<b>9,312.00</b>	<b>159.04</b>	<b>5,562.68</b>	<b>.00</b>	<b>3,749.32</b>	<b>59.7</b>
<b>PREC #1 COMMISSIONER</b>							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	.00	.00	178.00	.0
OFFICE SUPPLIES	100.00	100.00	.00	25.00	.00	75.00	25.0
BOOKS	150.00	150.00	.00	.00	.00	150.00	.0
TELEPHONE	372.00	372.00	42.50	285.78	.00	86.22	76.8
SEMINAR EXPENSE	650.00	650.00	.00	250.00	.00	400.00	38.5
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
<b>TOTAL PREC #1 COMMISSIONER</b>	<b>1,690.00</b>	<b>1,690.00</b>	<b>42.50</b>	<b>700.78</b>	<b>.00</b>	<b>989.22</b>	<b>41.5</b>
<b>PREC #2 COMMISSIONER</b>							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	50.00	.00	128.00	28.1
OFFICE SUPPLIES	100.00	100.00	28.92	155.99	.00	55.99-	156.0
BOOKS	150.00	150.00	15.14	32.04	.00	117.96	21.4
TELEPHONE	1,000.00	1,000.00	42.50	664.96	.00	335.04	66.5
SEMINAR EXPENSE	1,300.00	1,300.00	.00	1,005.58	.00	294.42	77.4
OFFICE EQUIPMENT	100.00	100.00	.00	108.24	.00	8.24-	108.2
<b>TOTAL PREC #2 COMMISSIONER</b>	<b>2,968.00</b>	<b>2,968.00</b>	<b>86.56</b>	<b>2,156.81</b>	<b>.00</b>	<b>811.19</b>	<b>72.7</b>
<b>PREC #3 COMMISSIONER</b>							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	.00	.00	178.00	.0
OFFICE SUPPLIES	100.00	100.00	.00	43.94	.00	56.06	43.9
BOOKS	40.00	40.00	.00	.00	.00	40.00	.0
TELEPHONE	1,000.00	1,000.00	45.91	463.17	.00	536.83	46.3
SEMINAR EXPENSE	650.00	650.00	.00	712.16	.00	62.16-	109.6
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
<b>TOTAL PREC #3 COMMISSIONER</b>	<b>2,208.00</b>	<b>2,208.00</b>	<b>45.91</b>	<b>1,359.27</b>	<b>.00</b>	<b>848.73</b>	<b>61.6</b>
<b>PREC #4 COMMISSIONER</b>							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	50.00	.00	128.00	28.1
OFFICE SUPPLIES	100.00	100.00	20.32	52.86	.00	47.14	52.9
BOOKS	150.00	150.00	.00	.00	.00	150.00	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
TELEPHONE	1,000.00	1,000.00	42.50	255.00	.00	745.00	25.5
SEMINAR EXPENSE	1,300.00	1,300.00	.00	1,797.25	.00	497.25	138.3
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
TOTAL PREC #4 COMMISSIONE	2,968.00	2,968.00	62.82	2,295.11	.00	672.89	77.3
TOTAL - GENERAL FUND	2,991,544.00	2,991,544.00	174,859.85	2,336,503.09	.00	655,040.91	78.1

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RAINS COUNTY  
 BALANCE SHEET - RECORDS MGMT PRESERVATION #2  
 JULY 31, 2003

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## ASSETS

## CURRENT ASSETS

CASH - RECORDS MGMT PRESERVATION #2	11,173.86
TOTAL CURRENT ASSETS	11,173.86

## OTHER ASSETS

LESS: REVENUES RECEIVED	1,637.50-
TOTAL OTHER ASSETS	1,637.50-

TOTAL ASSETS	9,536.36
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## LIABILITIES AND FUND BALANCE

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	.00
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## OTHER LIABILITIES

LESS: EXPENDITURES	2,632.04-
TOTAL OTHER LIABILITIES	2,632.04-

## FUND BALANCE

CURRENT FUND BALANCE	12,168.40
TOTAL FUND BALANCE	12,168.40

TOTAL LIABILITIES & FUND BAL.	9,536.36
-------------------------------	----------

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - RECORDS MGMT PRESERVATION #2						
CLERK FEES	.00	.00	186.50	1,573.54	1,573.54-	.0
INTEREST	.00	.00	6.49	63.96	63.96-	.0
-----						
TOTAL - RECORDS MGMT PRES	.00	.00	192.99	1,637.50	1,637.50-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - RECORDS MGMT PRESERVATION #2							
RECORDS MANAGEMENT	.00	.00	1,529.00	2,632.04	.00	2,632.04-	.0
TOTAL - RECORDS MGMT PRES	.00	.00	1,529.00	2,632.04	.00	2,632.04-	.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - HOTEL/MOTEL TAX  
JULY 31, 2003

ASSETS

CURRENT ASSETS

CASH - HOTEL/MOTEL TAX

22,189.06

TOTAL CURRENT ASSETS

22,189.06

OTHER ASSETS

LESS: REVENUES RECEIVED

11,833.68-

TOTAL OTHER ASSETS

11,833.68-

TOTAL ASSETS

10,355.38

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

2,612.50-

TOTAL OTHER LIABILITIES

2,612.50-

FUND BALANCE

CURRENT FUND BALANCE

12,967.88

TOTAL FUND BALANCE

12,967.88

TOTAL LIABILITIES & FUND BAL.

10,355.38

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
=====						
REV - HOTEL/MOTEL TAX						
INTEREST	.00	.00	11.87	79.47	79.47-	.0
TAXES	.00	.00	1,334.75	11,754.21	11,754.21-	.0
-----						
TOTAL - HOTEL/MOTEL TAX	.00	.00	1,346.62	11,833.68	11,833.68-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - HOTEL/MOTEL TAX							
HOTEL/MOTEL TAX	.00	.00	.00	2,612.50	.00	2,612.50-	.0
TOTAL - HOTEL/MOTEL TAX	.00	.00	.00	2,612.50	.00	2,612.50-	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - COURTHOUSE SECURITY FUND  
 JULY 31, 2003

ASSETS  
 -----

## CURRENT ASSETS

CASH - COURTHOUSE SECURITY FUND 49,913.39

TOTAL CURRENT ASSETS 49,913.39

## OTHER ASSETS

LESS: REVENUES RECEIVED 5,861.57-

TOTAL OTHER ASSETS 5,861.57-

TOTAL ASSETS 44,051.82

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00

## OTHER LIABILITIES

TOTAL OTHER LIABILITIES .00

## FUND BALANCE

CURRENT FUND BALANCE 44,051.82

TOTAL FUND BALANCE 44,051.82

TOTAL LIABILITIES & FUND BAL. 44,051.82

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - COURTHOUSE SECURITY FUND						
CLERK FEES	.00	.00	401.44	3,921.15	3,921.15-	.0
J P FEES	.00	.00	202.91	1,600.35	1,600.35-	.0
INTEREST	.00	.00	37.75	340.07	340.07-	.0
-----						
TOTAL - COURTHOUSE SECURI	.00	.00	642.10	5,861.57	5,861.57-	.0
=====						



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RAINS COUNTY  
BALANCE SHEET - LAW ENFORCEMENT TRAINING  
JULY 31, 2003

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ASSETS  
-----

CURRENT ASSETS

CASH - LAW ENFORCEMENT TRAINING 6,816.50

TOTAL CURRENT ASSETS 6,816.50  
-----

OTHER ASSETS

LESS: REVENUES RECEIVED 1,847.78-

TOTAL OTHER ASSETS 1,847.78-  
-----

TOTAL ASSETS 4,968.72  
=====

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00  
-----

OTHER LIABILITIES

LESS: EXPENDITURES 1,772.61-

TOTAL OTHER LIABILITIES 1,772.61-  
-----

FUND BALANCE

CURRENT FUND BALANCE 6,741.33  
-----

TOTAL FUND BALANCE 6,741.33  
-----

TOTAL LIABILITIES & FUND BAL. 4,968.72  
=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - LAW ENFORCEMENT TRAINING						
STATE COMPT-SHERIFF	.00	.00	.00	1,847.78	1,847.78-	.0
STATE COMPT-CONSTABLE	.00	.00	.00	.00	.00	.0
-----						
TOTAL - LAW ENFORCEMENT T	.00	.00	.00	1,847.78	1,847.78-	.0
=====						

Description	8eg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - LAW ENFORCEMENT TRAINING							
TRAINING-SHERIFF	.00	.00	.00	1,772.61	.00	1,772.61-	.0
TRAINING-CONSTABLE	.00	.00	.00	.00	.00	.00	.0
TOTAL - LAW ENFORCEMENT T	.00	.00	.00	1,772.61	.00	1,772.61-	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - COMMUNITY SERVICE-JUVENILE  
 JULY 31, 2003

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ASSETS  
 -----

## CURRENT ASSETS

CASH - COMMUNITY SERVICE-JUVENILE

154.64

TOTAL CURRENT ASSETS

154.64

## OTHER ASSETS

LESS: REVENUES RECEIVED

378.50-

TOTAL OTHER ASSETS

378.50-

TOTAL ASSETS

223.86-

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

PAYROLL FICA PAYABLE

.02

TOTAL CURRENT LIABILITIES

.02

## OTHER LIABILITIES

LESS: EXPENDITURES

360.00-

TOTAL OTHER LIABILITIES

360.00-

## FUND BALANCE

CURRENT FUND BALANCE

136.12

TOTAL FUND BALANCE

136.12

TOTAL LIABILITIES &amp; FUND BAL.

223.86-

Description	8eg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
-----						
REV - COMMUNITY SERVICE-JUVENILE						
COMMUNITY SERVICE FINES	.00	.00	.00	378.50	378.50-	.0
-----						
TOTAL - COMMUNITY SERVICE	.00	.00	.00	378.50	378.50-	.0
-----						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - COMMUNITY SERVICE-JUVENILE							
SALARY	.00	.00	.00	360.00	.00	360.00-	.0
SOCIAL SECURITY	.00	.00	.00	.00	.00	.00	.0
RETIREMENT	.00	.00	.00	.00	.00	.00	.0
TOTAL - COMMUNITY SERVICE	.00	.00	.00	360.00	.00	360.00-	.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - JUSTICE CT TECHNOLOGY FD  
JULY 31, 2003

ASSETS

CURRENT ASSETS

CASH - JUSTICE CT TECHNOLOGY FD

3,058.38

TOTAL CURRENT ASSETS

3,058.38

OTHER ASSETS

LESS: REVENUES RECEIVED

2,129.86-

TOTAL OTHER ASSETS

2,129.86-

TOTAL ASSETS

928.52

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

1,900.12-

TOTAL OTHER LIABILITIES

1,900.12-

FUND BALANCE

CURRENT FUND BALANCE

2,828.64

TOTAL FUND BALANCE

2,828.64

TOTAL LIABILITIES & FUND BAL.

928.52

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - JUSTICE CT TECHNOLOGY FD						
J P FEES	.00	.00	270.54	2,129.86	2,129.86-	.0
-----						
TOTAL - JUSTICE CT TECHNO	.00	.00	270.54	2,129.86	2,129.86-	.0
=====						

DESCRIPTION	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - JUSTICE CT TECHNOLOGY FD							
J P COURT	.00	.00	.00	1,900.12	.00	1,900.12-	.0
TOTAL - JUSTICE CT TECHN	.00	.00	.00	1,900.12	.00	1,900.12-	.0

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RAINS COUNTY  
 BALANCE SHEET - UNIT ROAD & BRIDGE  
 JULY 31, 2003

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## ASSETS

## CURRENT ASSETS

CASH - UNIT ROAD & BRIDGE	419,619.04
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TOTAL CURRENT ASSETS	419,619.04
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## OTHER ASSETS

ESTIMATED REVENUES	635,888.00
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LESS: REVENUES RECEIVED	591,453.91-
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TOTAL OTHER ASSETS	44,434.09
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TOTAL ASSETS	464,053.13
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## LIABILITIES AND FUND BALANCE

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	.00
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## OTHER LIABILITIES

APPROPRIATIONS	635,888.00
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LESS: EXPENDITURES	538,701.46-
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TOTAL OTHER LIABILITIES	97,186.54
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## FUND BALANCE

CURRENT FUND BALANCE	366,866.59
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TOTAL FUND BALANCE	366,866.59
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TOTAL LIABILITIES & FUND BAL.	464,053.13
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Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - UNIT ROAD & BRIDGE						
OTHER INCOME	.00	.00	.00	5,692.58	5,692.58-	.0
VEHICLE REGISTRATION	317,997.00	317,997.00	27,111.33	278,619.46	39,377.54	87.6
ROAD & BRIDGE FEE	90,891.00	90,891.00	9,428.40	79,850.40	11,040.60	87.9
STATE LATERAL FUND	12,000.00	12,000.00	.00	12,291.47	291.47-	102.4
TRANSFER FR GENERAL	215,000.00	215,000.00	.00	215,000.00	.00	100.0
-----						
TOTAL - UNIT ROAD & BRIDGE	635,888.00	635,888.00	36,539.73	591,453.91	44,434.09	93.0
-----						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
-----							
EXP - UNIT ROAD & BRIDGE							
EQUIPMENT MAINT.	40,000.00	40,000.00	4,512.01	42,518.95	79.99-	2,438.96-	106.1
DUES	.00	.00	.00	50.00	.00	50.00-	.0
TELEPHONE	4,000.00	4,000.00	242.23	2,296.80	.00	1,703.20	57.4
SEMINAR EXPENSE	.00	.00	.00	.00	.00	.00	.0
ELECTRIC	4,500.00	4,500.00	398.26	3,823.39	.00	676.61	85.0
WATER	800.00	800.00	65.10	654.67	.00	145.33	81.8
FUEL & OIL	25,000.00	25,000.00	1,169.25	19,689.30	79.99	5,230.71	79.1
BRIDGE MATERIAL	20,000.00	20,000.00	.00	1,561.00	.00	18,439.00	7.8
CULVERTS	30,000.00	30,000.00	3,041.40	14,036.49	.00	15,963.51	46.8
ROAD MATERIAL	449,444.00	449,444.00	88,679.40	405,447.71	.00	43,996.29	90.2
LATERAL EXPENSE	12,000.00	12,000.00	.00	12,000.00	.00	.00	100.0
TOOLS & SUPPLIES	12,000.00	12,000.00	419.03	7,492.75	.00	4,507.25	62.4
BUILDING & MAINT.	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0
SALARY-UNIT RD ADMIN.	26,000.00	26,000.00	2,000.00	21,000.00	.00	5,000.00	80.8
SOCIAL SECURITY	1,989.00	1,989.00	153.00	1,606.50	.00	382.50	80.8
RETIREMENT	2,007.00	2,007.00	154.40	1,621.20	.00	385.80	80.8
WORKERS COMP	648.00	648.00	.00	330.00	.00	318.00	50.9
FUTA	198.00	198.00	.00	165.10	.00	32.90	83.4
HEALTH INSURANCE	5,302.00	5,302.00	440.86	4,407.60	.00	894.40	83.1
-----							
TOTAL - UNIT ROAD & BRIDGE	635,888.00	635,888.00	101,274.94	538,701.46	.00	97,186.54	84.7
-----							

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RAINS COUNTY  
 BALANCE SHEET - SPECIAL ROAD MATERIALS  
 JULY 31, 2003

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## ASSETS

## CURRENT ASSETS

CASH - SPECIAL ROAD MATERIALS	220,000.00
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TOTAL CURRENT ASSETS	220,000.00
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## OTHER ASSETS

LESS: REVENUES RECEIVED	220,000.00-
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TOTAL OTHER ASSETS	220,000.00-
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TOTAL ASSETS	.00
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## LIABILITIES AND FUND BALANCE

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	.00
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## OTHER LIABILITIES

LESS: EXPENDITURES	165,256.75-
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TOTAL OTHER LIABILITIES	165,256.75-
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## FUND BALANCE

CURRENT FUND BALANCE	165,256.75
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TOTAL FUND BALANCE	165,256.75
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TOTAL LIABILITIES & FUND BAL.	.00
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Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - SPECIAL ROAD MATERIALS						
ROAD MATERIALS	.00	.00	220,000.00	220,000.00	220,000.00-	.0
-----						
TOTAL - SPECIAL ROAD MATE	.00	.00	220,000.00	220,000.00	220,000.00-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - SPECIAL ROAD MATERIALS							
ROAD MATERIALS	.00	.00	26,668.86	165,256.75	.00	165,256.75-	.0
TOTAL - SPECIAL ROAD MATE	.00	.00	26,668.86	165,256.75	.00	165,256.75-	.0



Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - RIGHT OF WAY						
INTEREST	.00	.00	97.27	1,148.19	1,148.19-	.0
-----						
TOTAL - RIGHT OF WAY	.00	.00	97.27	1,148.19	1,148.19-	.0
-----						



08/11/03

RAINS COUNTY  
BALANCE SHEET - I & S FUND  
JULY 31, 2003

## ASSETS

CURRENT ASSETS		
CASH - I & S FUND		47.48
TOTAL CURRENT ASSETS		47.48
OTHER ASSETS		
ESTIMATED REVENUES	126,175.00	
LESS: REVENUES RECEIVED	124,529.53-	
TOTAL OTHER ASSETS		1,645.47
TOTAL ASSETS		1,692.95
=====		
LIABILITIES AND FUND BALANCE		
-----		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
APPROPRIATIONS	126,506.00	
LESS: EXPENDITURES	126,505.88-	
TOTAL OTHER LIABILITIES		.12
FUND BALANCE		
CURRENT FUND BALANCE	2,023.83	
BUDGETED FUND BALANCE	331.00-	
TOTAL FUND BALANCE		1,692.83
TOTAL LIABILITIES & FUND BAL.		1,692.95
=====		

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - I & S FUND						
AD VALOREM TAX	126,175.00	126,175.00	6,243.46	123,901.36	2,273.64	98.2
INTEREST	.00	.00	47.48	628.17	628.17-	.0
-----						
TOTAL - I & S FUND	126,175.00	126,175.00	6,290.94	124,529.53	1,645.47	98.7
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - I & S FUND							
COURTHOUSE ANNEX	63,628.00	63,628.00	.00	63,627.77	.00	.23	100.0
JAIL EXPANSION	62,878.00	62,878.00	62,878.11	62,878.11	.00	.11	100.0
TOTAL - I & S FUND	126,506.00	126,506.00	62,878.11	126,505.88	.00	.12	100.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - PERM. SCHOOL FUND  
JULY 31, 2003

ASSETS  
-----

CURRENT ASSETS

INVESTED CASH

887,886.58

TOTAL CURRENT ASSETS

887,886.58  
-----

OTHER ASSETS

LESS: REVENUES RECEIVED

230,980.61-

TOTAL OTHER ASSETS

230,980.61-  
-----

TOTAL ASSETS

656,905.97  
=====

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00  
-----

OTHER LIABILITIES

TOTAL OTHER LIABILITIES

.00  
-----

FUND BALANCE

CURRENT FUND BALANCE

656,905.97  
-----

TOTAL FUND BALANCE

656,905.97  
-----

TOTAL LIABILITIES & FUND BAL.

656,905.97  
=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - PERM. SCHOOL FUND						
INTEREST	.00	.00	1,316.03	9,628.64	9,628.64-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
OIL ROYALTY	.00	.00	20,562.31	220,051.97	220,051.97-	.0
BOND MATURITY	.00	.00	.00	1,300.00	1,300.00-	.0
-----						
TOTAL - PERM. SCHOOL FUND	.00	.00	21,878.34	230,980.61	230,980.61-	.0
-----						

Description	beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - PERM. SCHOOL FUND							
MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.0
PERMANENT IMPROVEMENT	.00	.00	.00	.00	.00	.00	.0
TOTAL - PERM. SCHOOL FUND	.00	.00	.00	.00	.00	.00	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - AVAIL. SCHOOL FUND  
 JULY 31, 2003

## ASSETS

-----	
CURRENT ASSETS	
INVESTED CASH	772,646.29
	-----
TOTAL CURRENT ASSETS	772,646.29
	-----
OTHER ASSETS	
LESS: REVENUES RECEIVED	121,827.39-
	-----
TOTAL OTHER ASSETS	121,827.39-
	-----
TOTAL ASSETS	650,818.90
	=====
LIABILITIES AND FUND BALANCE	
-----	
CURRENT LIABILITIES	
	-----
TOTAL CURRENT LIABILITIES	.00
	-----
OTHER LIABILITIES	
LESS: EXPENDITURES	16,028.75-
	-----
TOTAL OTHER LIABILITIES	16,028.75-
	-----
FUND BALANCE	
CURRENT FUND BALANCE	666,847.65
	-----
TOTAL FUND BALANCE	666,847.65
	-----
TOTAL LIABILITIES & FUND BAL.	650,818.90
	=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - AVAIL. SCHOOL FUND						
INTEREST	.00	.00	8,750.53	117,625.39	117,625.39-	.0
OTHER INCOME	.00	.00	.00	4,202.00	4,202.00-	.0
-----						
TOTAL - AVAIL. SCHOOL FUN	.00	.00	8,750.53	121,827.39	121,827.39-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - AVAIL. SCHOOL FUND							
MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.0
TAXES	.00	.00	.00	16,028.75	.00	16,028.75-	.0
ALLOCATION	.00	.00	.00	.00	.00	.00	.0
TOTAL - AVAIL. SCHOOL FUN	.00	.00	.00	16,028.75	.00	16,028.75-	.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - ALBA-GOLDEN ISD PERM.  
JULY 31, 2003

ASSETS  
-----

CURRENT ASSETS	
INVESTED CASH	7.50
TOTAL CURRENT ASSETS	7.50
OTHER ASSETS	
TOTAL OTHER ASSETS	.00
TOTAL ASSETS	7.50

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	.00
OTHER LIABILITIES	
TOTAL OTHER LIABILITIES	.00
FUND BALANCE	
CURRENT FUND BALANCE	7.50
TOTAL FUND BALANCE	7.50
TOTAL LIABILITIES & FUND BAL.	7.50

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - ALBA-GOLDEN ISD PERM.						
INTEREST	.00	.00	.00	.00	.00	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
TOTAL - ALBA-GOLDEN ISD P	.00	.00	.00	.00	.00	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - ALBA-GOLDEN ISD PERM.							
ALLOCATION	.00	.00	.00	.00	.00	.00	.0
INTEREST TRANSFER	.00	.00	.00	.00	.00	.00	.0
TOTAL - ALBA-GOLDEN ISD P	.00	.00	.00	.00	.00	.00	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - MILLER GROVE ISD PERM.  
 JULY 31, 2003

## ASSETS

CURRENT ASSETS		
INVESTED CASH		16.69
TOTAL CURRENT ASSETS		16.69
OTHER ASSETS		
TOTAL OTHER ASSETS		.00
TOTAL ASSETS		16.69
		=====
	LIABILITIES AND FUND BALANCE	
		-----
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
TOTAL OTHER LIABILITIES		.00
FUND BALANCE		
CURRENT FUND BALANCE	16.69	
TOTAL FUND BALANCE		16.69
TOTAL LIABILITIES & FUND BAL.		16.69
		=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-O	Balance	%
-----						
REV - MILLER GROVE ISD PERM.						
INTEREST	.00	.00	.00	.00	.00	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
TOTAL - MILLER GROVE ISD	.00	.00	.00	.00	.00	.0
-----						



08/11/03

RAINS COUNTY  
BALANCE SHEET - LONE OAK ISD PERM.  
JULY 31, 2003

ASSETS  
-----

CURRENT ASSETS		
INVESTED CASH		587.09
		-----
TOTAL CURRENT ASSETS		587.09
		-----
OTHER ASSETS		
LESS: REVENUES RECEIVED	3.89-	
	-----	
TOTAL OTHER ASSETS		3.89-
		-----
TOTAL ASSETS		583.20
		=====

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES		
		-----
TOTAL CURRENT LIABILITIES		.00
		-----
OTHER LIABILITIES		
		-----
TOTAL OTHER LIABILITIES		.00
		-----
FUND BALANCE		
CURRENT FUND BALANCE	583.20	
	-----	
TOTAL FUND BALANCE		583.20
		-----
TOTAL LIABILITIES & FUND BAL.		583.20
		=====

Description	Beq Budget	Cur Budget	M-T-D	Y-T-O	Balance	%
LONE OAK ISD PERM. SCH.						
INTEREST	.00	.00	.00	3.89	3.89-	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
LONE OAK ISD PERM. SCH.	.00	.00	.00	3.89	3.89-	.0
-----						



08/11/03

RAINS COUNTY  
BALANCE SHEET - CHECK COLL. & PR. FUND  
JULY 31, 2003

ASSETS

CURRENT ASSETS

CASH - CHECK COLL. & PR. FUND

20,164.57

TOTAL CURRENT ASSETS

20,164.57

OTHER ASSETS

LESS: REVENUES RECEIVED

5,056.21-

TOTAL OTHER ASSETS

5,056.21-

TOTAL ASSETS

15,108.36

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

2,299.00-

TOTAL OTHER LIABILITIES

2,299.00-

FUND BALANCE

CURRENT FUND BALANCE

17,407.36

TOTAL FUND BALANCE

17,407.36

TOTAL LIABILITIES & FUND BAL.

15,108.36

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - CHECK COLL. & PR. FUND						
INTEREST	.00	.00	10.87	96.21	96.21-	.0
COUNTY ATTORNEY SECRETARY	.00	.00	950.00	4,960.00	4,960.00-	.0
-----						
TOTAL - CHECK COLL. & PR.	.00	.00	960.87	5,056.21	5,056.21-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - CHECK COLL. & PR. FUND							
SEMINAR EXPENSE	.00	.00	.00	.00	.00	.00	.0
CO ATTY OFFICE EXPENSE	.00	.00	.00	2,299.00	.00	2,299.00-	.0
TOTAL - CHECK COLL. & PR.	.00	.00	.00	2,299.00	.00	2,299.00-	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - PUBLIC LIBRARY  
 JULY 31, 2003

ASSETS  
 -----

## CURRENT ASSETS

CASH - PUBLIC LIBRARY

34,181.49

TOTAL CURRENT ASSETS

-----  
34,181.49  
-----

## OTHER ASSETS

ESTIMATED REVENUES

25,652.00

LESS: REVENUES RECEIVED

25,652.00-

TOTAL OTHER ASSETS

.00

TOTAL ASSETS

-----  
34,181.49  
=====

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

-----  
.00  
-----

## OTHER LIABILITIES

APPROPRIATIONS

25,652.00

LESS: EXPENDITURES

17,501.72-

TOTAL OTHER LIABILITIES

-----  
8,150.28  
-----

## FUND BALANCE

CURRENT FUND BALANCE

26,031.21

TOTAL FUND BALANCE

-----  
26,031.21  
-----

TOTAL LIABILITIES &amp; FUND BAL.

-----  
34,181.49  
=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
KEY - PUBLIC LIBRARY						
LONE STAR LIBRARY GRANT	.00	.00	.00	.00	.00	.0
TOCKER GRANT	.00	5,000.00	.00	5,000.00	.00	100.0
TRANSFER FR GEN. FUND	20,652.00	20,652.00	.00	20,652.00	.00	100.0
-----						
TOTAL - PUBLIC LIBRARY	20,652.00	25,652.00	.00	25,652.00	.00	100.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - PUBLIC LIBRARY							
BUILDING MAINT	2,000.00	2,000.00	401.95	1,434.50	.00	565.50	71.7
EQUIPMENT MAINT	1,500.00	1,500.00	270.00	871.50	.00	628.50	58.1
DUES	245.00	245.00	.00	170.00	.00	75.00	69.4
PROGRAMS	2,000.00	2,000.00	285.00	934.50	.00	1,065.50	46.7
OFFICE SUPPLIES	1,800.00	1,800.00	7.20	1,138.25	.00	661.75	63.2
POSTAGE	175.00	175.00	.00	140.00	.00	35.00	80.0
TELEPHONE	1,500.00	1,500.00	166.30	1,428.54	.00	71.46	95.2
TRAVEL	1,432.00	1,432.00	.00	744.09	.00	687.91	52.0
UTILITIES	7,000.00	7,000.00	583.92	4,991.64	.00	2,008.36	71.3
LIBRARY MATERIAL	3,000.00	3,000.00	128.47	2,252.70	.00	747.30	75.1
IX BOOK FESTIVAL GRANT	.00	.00	.00	.00	.00	.00	.0
GATES GRANT	.00	.00	.00	.00	.00	.00	.0
LONE STAR LIBRARY GRANT	.00	.00	.00	.00	.00	.00	.0
TOCKER GRANT	.00	5,000.00	.00	3,396.00	.00	1,604.00	67.9
TOTAL - PUBLIC LIBRARY	20,652.00	25,652.00	1,842.84	17,501.72	.00	8,150.28	68.2

08/11/03

RAINS COUNTY  
 BALANCE SHEET - LIBRARY CAPITAL  
 JULY 31, 2003

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## ASSETS

CURRENT ASSETS		
CASH - LIBRARY CAPITAL		37,467.18
TOTAL CURRENT ASSETS		37,467.18
OTHER ASSETS		
LESS: REVENUES RECEIVED	2,043.58-	
TOTAL OTHER ASSETS		2,043.58-
TOTAL ASSETS		35,423.60
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
LESS: EXPENDITURES	208.70-	
TOTAL OTHER LIABILITIES		208.70-
FUND BALANCE		
CURRENT FUND BALANCE	35,632.30	
TOTAL FUND BALANCE		35,632.30
TOTAL LIABILITIES & FUND BAL.		35,423.60

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - LIBRARY CAPITAL						
INTEREST	.00	.00	28.74	266.83	266.83-	.0
PETTY CASH	.00	.00	245.15	1,776.75	1,776.75-	.0
DONATIONS	.00	.00	.00	.00	.00	.0
-----						
TOTAL - LIBRARY CAPITAL	.00	.00	273.89	2,043.58	2,043.58-	.0
-----						

Description	Reg Budget	Cur Budget	M-T-U	Y-T-D	Encumbrance	Balance	%
EXP - LIBRARY CAPITAL							
CAPITAL	.00	.00	208.70	208.70	.00	208.70-	.0
TOTAL - LIBRARY CAPITAL	.00	.00	208.70	208.70	.00	208.70-	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - HIST. COMMISSION FUND  
 JULY 31, 2003

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ASSETS  
 -----

CURRENT ASSETS

CASH - HIST. COMMISSION FUND	4,155.56
	-----
TOTAL CURRENT ASSETS	4,155.56
	-----

OTHER ASSETS

LESS: REVENUES RECEIVED	2,515.69-
	-----
TOTAL OTHER ASSETS	2,515.69-
	-----

TOTAL ASSETS	1,639.87
	=====

LIABILITIES AND FUND BALANCE  
 -----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	.00
	-----

OTHER LIABILITIES

LESS: EXPENDITURES	1,250.00-
	-----
TOTAL OTHER LIABILITIES	1,250.00-
	-----

FUND BALANCE

CURRENT FUND BALANCE	2,889.87
	-----
TOTAL FUND BALANCE	2,889.87
	-----

TOTAL LIABILITIES & FUND BAL.	1,639.87
	=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - HIST. COMMISSION FUND						
INTEREST	.00	.00	2.29	15.69	15.69-	.0
DONATIONS	.00	.00	.00	2,500.00	2,500.00-	.0
-----						
TOTAL - HIST. COMMISSION	.00	.00	2.29	2,515.69	2,515.69-	.0
-----						

DESCRIPTION	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - HIST. COMMISSION FUND							
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.0
EQUIPMENT	.00	.00	.00	.00	.00	.00	.0
HISTORICAL MARKERS	.00	.00	.00	1,250.00	.00	1,250.00-	.0
DONATIONS	.00	.00	.00	.00	.00	.00	.0
TOTAL - HIST. COMMISSION	.00	.00	.00	1,250.00	.00	1,250.00-	.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - LAW LIBRARY FUND  
JULY 31, 2003

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ASSETS

CURRENT ASSETS

CASH - LAW LIBRARY FUND

8,107.12

TOTAL CURRENT ASSETS

8,107.12

OTHER ASSETS

LESS: REVENUES RECEIVED

3,500.85-

TOTAL OTHER ASSETS

3,500.85-

TOTAL ASSETS

4,606.27

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

3,695.75-

TOTAL OTHER LIABILITIES

3,695.75-

FUND BALANCE

CURRENT FUND BALANCE

8,302.02

TOTAL FUND BALANCE

8,302.02

TOTAL LIABILITIES & FUND BAL.

4,606.27

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	*
=====						
REV - LAW LIBRARY FUND						
CLERK FEES	.00	.00	394.95	3,459.45	3,459.45-	.0
INTEREST	.00	.00	4.46	41.40	41.40-	.0
-----						
TOTAL - LAW LIBRARY FUND	.00	.00	399.41	3,500.85	3,500.85-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - LAW LIBRARY FUND							
LAW LIBRARY	.00	.00	193.30	3,695.75	.00	3,695.75-	.0
TOTAL - LAW LIBRARY FUND	.00	.00	193.30	3,695.75	.00	3,695.75-	.0

08/11/03

RAINS COUNTY  
 BALANCE SHEET - TDHCA GRANTS  
 JULY 31, 2003

Page 69.

ASSETS  
 -----

CURRENT ASSETS  
 -----

TOTAL CURRENT ASSETS .00  
 -----

OTHER ASSETS  
 -----

TOTAL OTHER ASSETS .00  
 -----

TOTAL ASSETS .00  
 =====

LIABILITIES AND FUND BALANCE  
 -----

CURRENT LIABILITIES  
 -----

TOTAL CURRENT LIABILITIES .00  
 -----

OTHER LIABILITIES  
 -----

TOTAL OTHER LIABILITIES .00  
 -----

FUND BALANCE  
 -----

TOTAL FUND BALANCE .00  
 -----

TOTAL LIABILITIES & FUND BAL. .00  
 =====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	
=====						
REV - TDHCA GRANTS						
WATER & HOUSING GRANT	.00	.00	.00	.00	.00	.0
-----						
TOTAL - TDHCA GRANTS	.00	.00	.00	.00	.00	.0
=====						



08/11/03

RAINS COUNTY  
BALANCE SHEET - HOUSING REHAB GRANT  
JULY 31, 2003

ASSETS

CURRENT ASSETS

TOTAL CURRENT ASSETS

.00

OTHER ASSETS

TOTAL OTHER ASSETS

.00

TOTAL ASSETS

.00

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

TOTAL OTHER LIABILITIES

.00

FUND BALANCE

TOTAL FUND BALANCE

.00

TOTAL LIABILITIES & FUND BAL.

.00

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - HOUSING REHAB GRANT						
HOUSING GRANT	.00	.00	.00	.00	.00	.0
-----						
TOTAL - HOUSING REHAB GRA	.00	.00	.00	.00	.00	.0
=====						



08/11/03

RAINS COUNTY  
BALANCE SHEET - B & B CONSTRUCTION  
JULY 31, 2003

ASSETS  
-----

CURRENT ASSETS

CASH - B & B CONSTRUCTION

5,037.45

TOTAL CURRENT ASSETS

-----  
5,037.45  
-----

OTHER ASSETS

LESS: REVENUES RECEIVED

34.32-

TOTAL OTHER ASSETS

-----  
34.32-  
-----

TOTAL ASSETS

-----  
5,003.13  
=====

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

-----  
.00  
-----

OTHER LIABILITIES

TOTAL OTHER LIABILITIES

-----  
.00  
-----

FUND BALANCE

CURRENT FUND BALANCE

5,003.13

TOTAL FUND BALANCE

-----  
5,003.13  
-----

TOTAL LIABILITIES & FUND BAL.

-----  
5,003.13  
=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - B & B CONSTRUCTION						
INTEREST	.00	.00	3.21	34.32	34.32-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
-----						
TOTAL - B & B CONSTRUCTIO	.00	.00	3.21	34.32	34.32-	.0
=====						



08/11/03

RAINS COUNTY  
BALANCE SHEET - JAIL EXPANSION  
JULY 31, 2003

ASSETS

CURRENT ASSETS

TOTAL CURRENT ASSETS

.00

OTHER ASSETS

LESS: REVENUES RECEIVED

78.27-

TOTAL OTHER ASSETS

78.27-

TOTAL ASSETS

78.27-

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

13,616.86-

TOTAL OTHER LIABILITIES

13,616.86-

FUND BALANCE

CURRENT FUND BALANCE

13,538.59

TOTAL FUND BALANCE

13,538.59

TOTAL LIABILITIES & FUND BAL.

78.27-

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - JAIL EXPANSION						
INTEREST	.00	.00	.00	78.27	78.27-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
-----						
TOTAL - JAIL EXPANSION	.00	.00	.00	78.27	78.27-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - JAIL EXPANSION							
CONSTRUCTION	.00	.00	.00	13,616.86	.00	13,616.86-	.0
TOTAL - JAIL EXPANSION	.00	.00	.00	13,616.86	.00	13,616.86-	.0

08/11/03

RAINS COUNTY  
BALANCE SHEET - CONSOLIDATED FUNDS  
JULY 31, 2003

## ASSETS

## CURRENT ASSETS

CASH - GENERAL FUND	1,413,672.89
INVESTED CASH	1,756,684.82

TOTAL CURRENT ASSETS	3,170,357.71
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## OTHER ASSETS

ESTIMATED REVENUES	3,779,259.00
LESS: REVENUES RECEIVED	3,906,217.60-

TOTAL OTHER ASSETS	126,958.60-
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TOTAL ASSETS	3,043,399.11
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## LIABILITIES AND FUND BALANCE

## CURRENT LIABILITIES

PAYROLL FICA PAYABLE	69.77-
PAYROLL INSURANCE PAYABLE	7,350.93-

TOTAL CURRENT LIABILITIES	7,420.70-
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## OTHER LIABILITIES

APPROPRIATIONS	3,779,590.00
LESS: EXPENDITURES	3,230,845.23-

TOTAL OTHER LIABILITIES	548,744.77
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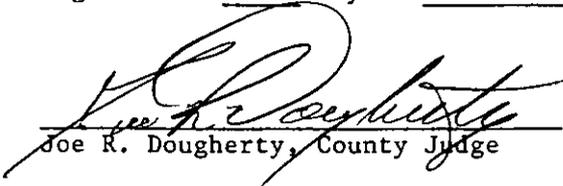
## FUND BALANCE

CURRENT FUND BALANCE	2,502,406.04
BUDGETED FUND BALANCE	331.00-

TOTAL FUND BALANCE	2,502,075.04
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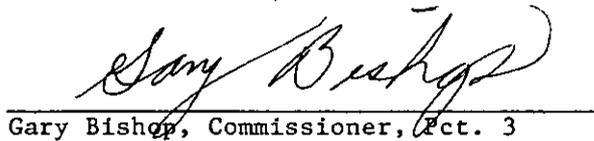
TOTAL LIABILITIES & FUND BAL.	3,043,399.11
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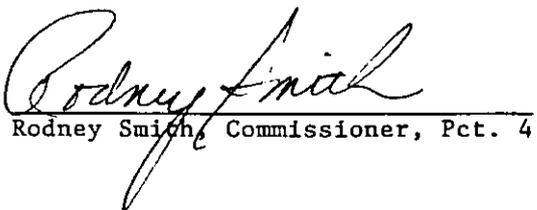
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

  
Joe R. Dougherty, County Judge

  
Virgil McEnturff, Commissioner, Pct. 1

  
Evelyn Malone, Commissioner, Pct. 2

  
Gary Bishop, Commissioner, Pct. 3

  
Rodney Smith, Commissioner, Pct. 4

August 12, 2003

Randy & Vivian Knight  
375 RS. CR. 4452  
Point, TX 75472  
903-598-6231

Rains County Judge  
Joe R. Dougherty  
Landfill Bid  
P.O. Box 158  
Emory, TX 75440

To whom it may concern,

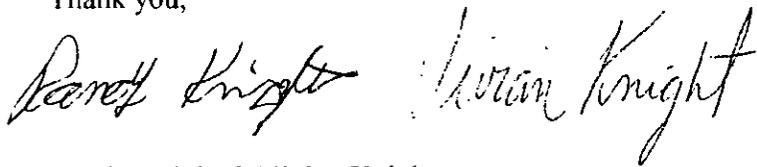
Please accept our bid for the sale of 13 acres, more or less, of the Thomas Oxford Survey, Abstract No.117, located off of CR 4452.

We agree to take and accept the property as is, and agree to hold Rains County harmless for any claims or liabilities that may now exist or arise in the future. We understand the purchaser will be responsible for closing cost.

You may contact us by telephone at 903-598-6231.

Our bid is: \$2651

Thank you,

Handwritten signatures of Randy Knight and Vivian Knight in cursive script.

Randy Knight & Vivian Knight

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Rains County Courthouse, Emory, Texas  
August 20, 2003, 10:00a.m.**

**ACTIONABLE AGENDA**

**Discuss and take necessary action on the following items:**

- 1. <sup>1A</sup> ~~1.09~~ Agreement with Keep Point Beautiful for recycling program. (Roland)
- 2. \_\_\_\_\_ Proposed Budget FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
**Joe R. Dougherty  
 Rains County Judge  
 August 15, 2003**

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

AUGUST 20, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON WEDNESDAY, THE 20TH DAY OF AUGUST, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON WEDNESDAY, AUGUST 20, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:00 A.M. ON WEDNESDAY, THE 20TH DAY OF AUGUST, 2003.

THE COURT CONVENED IN OPEN COURT ON AUGUST 20, 2003 AT 10:10 A.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER EVELYN MALONE.

WITH COMMISSIONER EVELYN MALONE BEING ABSENT, THERE WAS A QUORUM.

1. Tape 1A 009 THE MATTER OF THE MATTER OF *AGREEMENT WITH KEEP POINT BEAUTIFUL FOR RECYCLING PROGRAM* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE AGREEMENT WITH KEEP POINT BEAUTIFUL WITH AN ADDITION OF A TIME LIMIT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

1. Tape 1A 038 THE MATTER OF *BUDGET WORKSHOP FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

AT 12:15 P.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS FOR LUNCH FOR ONE HOUR.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:15 P.M. WITH ALL MEMBERS  
OF THE COURT PRESENT EXCEPT COMMISSIONER EVELYN MALONE.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER GARY BISHOP TO ADOPT THE PROPOSED BUDGET  
WITH NOTED CHANGES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

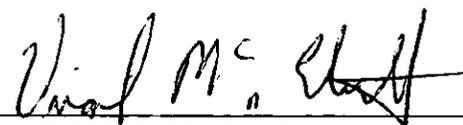
A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED  
BY COMMISSIONER RODNEY SMITH TO ADJOURN.

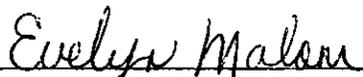
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 2:10 P.M.,  
JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
\_\_\_\_\_  
JUDGE JOE RAY DOUGHERTY

  
\_\_\_\_\_  
COMMISSIONER VIRGIL MCENTURFF

  
\_\_\_\_\_  
COMMISSIONER EVELYN MALONE

  
\_\_\_\_\_  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 11th DAY OF September 2003.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Rains County Courthouse Annex, Emory, Texas  
August 28, 2003, 9:00a.m.**

**OPEN FORUM  
By Written Request  
(Forms in Courtroom)**

**ACTIONABLE AGENDA  
Discuss and take necessary action on the following items:**

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

1. \_\_\_ Road & Bridge Department
  - \_\_\_ a.) Status of roads & bridges for Rains County. (Jones)
  - \_\_\_ b.) Lead Person Position. (McEnturff)
  - \_\_\_ c.) Job classifications. (McEnturff)
  - \_\_\_ d.) Requirement for all Road & Bridge employees to have a Class A CDL including stipulations for new hires. (McEnturff)
2. \_\_\_ Litter Abatement & On Site Sewage Facility Reports. (Roland)
  - \_\_\_ a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

1. \_\_\_ Payment of accounts.
2. \_\_\_ Line item transfers, if applicable.
3. \_\_\_ Budget amendments, if applicable.
4. \_\_\_ Treasurer's Monthly/Quarterly Reports. (Northcutt)
5. \_\_\_ Minutes of previous Commissioners Court meetings.
6. \_\_\_ District Clerk monthly report. (Traylor)
7. \_\_\_ County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

1. \_\_\_ Update of SB-7, Indigent Defense
2. \_\_\_ County Wide Emergency Management Plan
  - \_\_\_ a.) Mutual Aid Agreement between Rains County and surrounding counties.

(Section 3 Continued)

- \_\_\_\_ b.) Joint resolution with Rains County & the cities of East Tawakoni, Emory, & Point establishing joint procedures for Emergency Management & Hazardous Mitigation Plans.

3. \_\_\_\_ Budget

4. \_\_\_\_ Subdivision Regulations

**COMMISSIONER VIRGIL MCENTURFF-PCT. 1**

5. \_\_\_\_ Setting of rates and collection procedures for all county fees.

- a.) \_\_\_\_ County Clerk Fees (Wallace)
- b.) \_\_\_\_ District Clerk Fees (Traylor)
- c.) \_\_\_\_ Justice of the Peace Fees (Smith)
- d.) \_\_\_\_ Sheriff Fees (Wilson)
- e.) \_\_\_\_ Constable Fees (Lockett)

6. \_\_\_\_ Records Management

7. \_\_\_\_ Records Preservation

**COMMISSIONER EVELYN MALONE-PCT. 2**

8. \_\_\_\_ Personnel Policy and Procedures (County Wide)

9. \_\_\_\_ GASB-34

10. \_\_\_\_ Hazardous Mitigation

11. \_\_\_\_ Home Land Security

**COMMISSIONER GARY BISHOP-PCT. 3**

12. \_\_\_\_ Safety Coordinator (County Wide)

- a.) \_\_\_\_ Ground Safety Reports.

13. \_\_\_\_ Courthouse Renovation

- a.) \_\_\_\_ Lighting and location of the Veterans Memorial flag pole and new flag poles at the courthouse.

14. \_\_\_\_ Facilities Maintenance

- a.) \_\_\_\_ Courthouse security.

**COMMISSIONER RODNEY SMITH-PCT. 4**

15. \_\_\_\_ LAN Implementation

16. \_\_\_\_ County Computer Networking System

- a.) \_\_\_\_ Hardware
  - 1.) \_\_\_\_ Purchase & installation of hardware & software for network.
- b.) \_\_\_\_ Software

(Section 3 Continued)

c.) \_\_\_ Wiring of Facilities

17. \_\_\_ County Website Update & Expansion

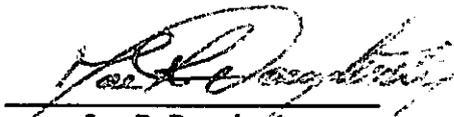
**SECTION IV.  
GENERAL COURT ITEMS**

1. \_\_\_ County Road & Bridge Replacement Program as presented by Steve Ekstrom with TXDOT. (McEnturff)
2. \_\_\_ Consider roads in Pinson Springs Subdivision for county maintenance. (Malone)
3. \_\_\_ Consent for R&B Department to enter private property owned by Maurice Bryant. (Judge)
4. \_\_\_ Blanket and Position bonds. (Judge)
5. \_\_\_ Imposition of extra fees relating to registration of vehicles: Child Safety Fund Fee and Road & Bridge Fee. (Judge)
6. \_\_\_ Rains County Appraisal District Budget. (Judge)
7. \_\_\_ Records Archive Fee as presented by County Clerk Linda Wallace. (Court)
8. \_\_\_ Request by City of Emory for county assistance with building a temporary road in the Emory Business Park as presented by Clyde Smith. (Judge)
9. \_\_\_ County Audit as presented by Robert Lake. (Court)
10. \_\_\_ Continuation/discontinuation of quarterly night court for Commissioners Court. (Court)
11. \_\_\_ Agreement between Rains County and Keep Point Beautiful for disposal of recyclable material collected at the Recycling Center on the last Saturday each month. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
\_\_\_\_\_  
**Joe R. Dougherty**  
Rains County Judge  
August 25, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**AUGUST 28, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 28TH DAY OF AUGUST, 2003, AT 9:00 A.M.

WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, AUGUST 28, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:07 A.M. ON THURSDAY, THE 28TH DAY OF AUGUST, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

IV. 2. Tape 1A 009 THE MATTER OF *CONSIDERING ROADS IN PINSON SPRINGS SUBDIVISION FOR COUNTY MAINTENANCE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE PINSON SPRINGS SUBDIVISION ROAD AS A COUNTY ROAD PENDING THE ONE (1) YEAR MAINTENANCE PROGRAM AND UPON RECEIPT OF THE BOND<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 8. Tape 1A 052 THE MATTER OF *REQUEST BY CITY OF EMORY FOR COUNTY ASSISTANCE WITH BUILDING A TEMPORARY ROAD IN THE EMORY BUSINESS PARK AS PRESENTED BY CLYDE SMITH* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH FOR THE ROAD & BRIDGE DEPARTMENT TO PROVIDE EQUIPMENT AND MANPOWER TO BUILD A ROAD FOR THE EMORY

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<sup>1</sup>MAINTENANCE BOND EFFECTIVE 9/4/03 - 9/4/04

BUSINESS PARK<sup>2</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 9. Tape 1A 138 THE MATTER OF *COUNTY AUDIT AS PRESENTED BY ROBERT LAKE* CAME TO THE ATTENTION OF THE COURT.

NO ACTION

IV. 1. Tape 1A 724 THE MATTER OF *COUNTY ROAD & BRIDGE REPLACEMENT PROGRAMAS PRESENTED BY STEVE EKSTROM WITH TXDOT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE RESOLUTION<sup>3</sup> AS PRESENTED BY STEVE EKSTROM WITH TEXAS DEPARTMENT OF TRANSPORTATION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

AT 10:25 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TAKE A 10 MINUTE RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:35 A.M. WITH ALL MEMBERS

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<sup>2</sup>EMORY BUSINESS PARK MASTER PLAN

<sup>3</sup>RESOLUTION, REQUEST FOR WAIVER AND ADVANCE FUNDING AGREEMENT FOR BRIDGES AT SHUTTLE CREEK, SANDY CREEK, ELM CREEK & BULL CREEK DATED 8/28/03

OF THE COURT PRESENT.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1B 150 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>4</sup>.

I. 1.b. Tape 1B 185 THE MATTER OF *LEAD PERSON POSITION* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO CONTINUE TO HAVE A LEAD PERSON POSITION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO PROMOTE HERSCHEL BULLARD TO LEAD PERSON POSITION AS \$10.05 PER HOUR.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.c. Tape 1B 652 THE MATTER OF *JOB CLASSIFICATION* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO CONTINUE THE CLASSIFICATIONS

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<sup>4</sup>COMPLETED WORK FOR 08/11/2003 THROUGH 08/21/2003, AVIS JONES  
AUGUST 28, 2003 COMMISSIONERS' COURT

AND PAY SCALE SET FOR A YEAR WITH NO STEPS OR RAISES WITHOUT A PROMOTION AND ONLY COMMISSIONERS' COURT CAN CHANGE THE WAGES ON AN ANNUAL BUDGET REVIEW.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.d. Tape 2A 006 THE MATTER OF *REQUIREMENT FOR ALL ROAD & BRIDGE EMPLOYEES TO HAVE A CLASS A CDL INCLUDING STIPULATIONS FOR NEW HIRES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO SET A REQUIREMENT FOR ROAD & BRIDGE EMPLOYEES TO HAVE A CLASS A CDL AND THE COUNTY WILL PAY THE DIFFERENCE FOR EXISTING EMPLOYEES TO OBTAIN A CLASS A CDL AND FOR NEW EMPLOYEES TO GET CLASS A CDL WITHIN 60 DAYS OF EMPLOYMENT DATE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 3 Tape 2A 090 THE MATTER OF *CONSENT FOR R&B DEPARTMENT TO ENTER PRIVATE PROPERTY OWNED BY MAURICE BRYANT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

COURT MEMBERS VOTING AYE: VIRGIL MCENTURFF, JOE RAY DOUGHERTY, GARY BISHOP AND RODNEY SMITH.

COURT MEMBERS VOTING NO: EVELYN MALONE

COURT MEMBERS ABSTAINING: NONE

MOTION CARRIED.

I. 2. LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>5</sup>.

III. 2. Tape 2A 300 THE MATTER OF *MUTUAL AID AGREEMENT BETWEEN RAINS COUNTY AND SURROUNDING COUNTIES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE MUTUAL AID AGREEMENT<sup>6</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS FOR LUNCH UNTIL 12:02 P.M..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:15 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

II. 1. Tape 2A 318 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

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<sup>5</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 8/28/03

<sup>6</sup>MUTUAL AID AGREEMENT DATED 8/5/03

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>7</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 3. THE MATTER OF *TREASURER'S BUDGET AMENDMENTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE BUDGET AMENDMENTS AS PRESENTED FOR THE LIBRARY<sup>8</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 2A 504 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO WAIVE THE READING OF THE MINUTES AND APPROVE THE MINUTES FOR JULY 24, JULY 28, JULY 29, JULY 31, AUGUST 4, AUGUST 5, AUGUST 6, AUGUST 7, AUGUST 11, AND AUGUST 13, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4 Tape 2B 209 THE MATTER OF *BLANKET AND POSITION BONDS* CAME TO THE ATTENTION OF THE COURT.

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<sup>7</sup>COMMISSIONERS COURT REGISTER DATED 8/27/03

<sup>8</sup>BUDGET AMENDMENTS DATED 8/28/03

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE THE BLANKET & POSITION BONDING.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2B 253 THE MATTER OF *IMPOSITION OF EXTRA FEES RELATING TO REGISTRATION OF VEHICLES: CHILD SAFETY FUND FEE AND ROAD & BRIDGE FEE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO CONTINUE THE \$10.00 COUNTY ROAD & BRIDGE FEE<sup>9</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 6. Tape 2B 380 THE MATTER OF *RAINS COUNTY APPRAISAL DISTRICT BUDGET* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE APPRAISAL DISTRICT BUDGET<sup>10</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

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<sup>9</sup>LETTER DATED JUNE 30, 2003 FROM TEXAS DEPARTMENT OF TRANSPORTATION RE: IMPOSITION OF EXTRA FEES

<sup>10</sup>RAINS COUNTY APPRAISAL DISTRICT BUDGET  
AUGUST 28, 2003 COMMISSIONERS' COURT

IV. 7. Tape 2B 460 THE MATTER OF *RECORDS ARCHIVE FEE AS PRESENTED BY COUNTY CLERK LINDA WALLACE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO HOLD A PUBLIC HEARING<sup>11</sup> FOR APPROVAL OF THE RECORDS ARCHIVE FEE IN THE SUM OF \$5.00.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 10. Tape 3A 054 THE MATTER OF *CONTINUATION/DISCONTINUATION OF QUARTERLY NIGHT COURT FOR COMMISSIONERS COURT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO CONTINUE QUARTERLY NIGHT COURT AND SCHEDULE THE MEETINGS FOR THE 4<sup>TH</sup> THURSDAY OF THE FIRST MONTH OF EACH QUARTER.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ADJOURN.

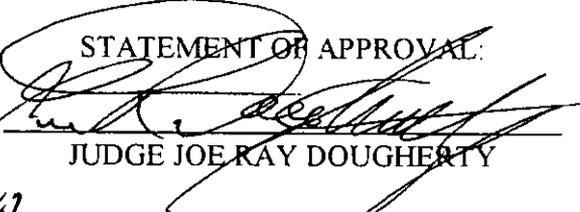
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

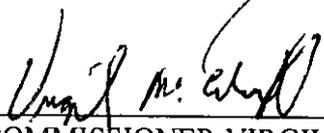
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3:00 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

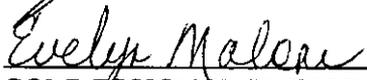
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<sup>11</sup>PROPOSED FEE INCREASE, LINDA WALLACE

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

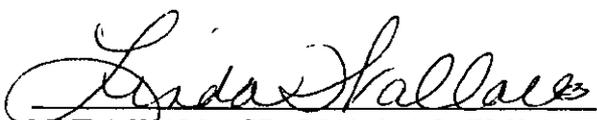
  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 25<sup>th</sup> DAY OF September, 2003.

OLD REPUBLIC SURETY COMPANY  
 P O BOX 569480 DALLAS, TX 75356-9480

NEW BUSINESS

Bond Number LCN-1149464	Effective Date 9/04/2003	Expiration Date 9/04/2004	Transaction Effective Date 9/04/2003	Agency Number 89-7230
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Principal

LIGHTFOOT, J. W.  
 PO BOX 266  
 EMORY, TX 75440

Agency

JULIAN, ROBERT WAYNE  
 HOPKINS-RAINS CO. FARM BUREAU  
 233 COLLEGE STREET  
 SULPHUR SPRINGS, TX 75482

Obligee

RAINS COUNTY  
 RAINS COUNTY  
 SULPHUR SPRINGS, TX 75482

Attorney

FOR INFORMATION PURPOSES ONLY, PREMIUM BEING BILLED BY COMPANY

Bond Description MAINT HWY/STREET	Bond Amount \$16,500	Current Premium \$249	Commission 30.0	Due Company >>>> Direct Billed
Run Date 9/04/2003	Entry Time 13:56:46	Reason NEW BUSINESS	Renewal Premium \$249	Original Date 9/04/2003

Mkt Rep	Line	Class	Sub	SAA Form	Type Policy	Contract Amount	Cont Type	Tax Location	Terror Cvg	Rate Mod	Dep	Co.	Bulk No.	Contract Account	Credit File Number		
73	24	766	1			16,500	6		Y		999	15		89999999			
Hard Copy	Collateral File	State	Term	Remarks Left	Remarks Right	Canc	Bill Atty	A/D	Ren By	L/S	Last Premium Endorsement	Initials	Stat	Deductible Amount	Addnl Locations	Type Cvg	Ratable Employees
Y		42	1			N	N	D	5	S		TGP	A				

Special Remarks

OIL ROAD IN SUBDIVISION

Farm: 12139

Standard Remarks

NOTICE: Please Respond to any request printed below to avoid further handling & expense



MAINTENANCE BOND

Bond No. LCN-1149464

KNOW ALL MEN BY THESE PRESENTS:

That, J. W. Lightfoot, PO Box 266, Emory, Texas 75440 as Principal, and Old Republic Surety Company, a corporation organized under the laws of the State of Wisconsin and authorized to do a surety business in the State of Texas, as Surety, are held and firmly bound unto the Rains County, Texas in the sum of Sixteen Thousand Five Hundred Dollars and No/100 (\$ 16,500.00\*\*), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 4th day of September 2003

WHEREAS, on the 4th day of September 2003, the said J. W. Lightfoot, PO Box 266, Emory, TX 75440 as contractor, entered into a contract for Oil Road in Subdivision

for the sum of Unspecified (\$ \_\_\_\_\_); and,

WHEREAS, under the terms of the specifications for said work, the said J. W. Lightfoot, PO Box 266, Emory, Texas 75440 is required to give a bond for Sixteen Thousand Five Hundred Dollars and No/100 (\$ 16,500.00\*\*), to protect the Oil Road in Subdivision against the result of faulty materials or workmanship for a period of one year from and after the date of the completion and acceptance of same, namely, until One Year from completion.

Now, THEREFORE, if the said J. W. Lightfoot, PO Box 266, Emory, Texas 75440 shall for a period of one year from and after the date of the completion and acceptance of same by said Rains County, Texas replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

\_\_\_\_\_  
\_\_\_\_\_  
**OLD REPUBLIC SURETY COMPANY**  
By Tonie Petranek  
Tonie Petranek, Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANNIE TUTT, SHARLON ROGERS, BRIAN P. KINDER, BRENDA LANGLEY, TERESA SEGOVIA, LESIA SLUCK, DONNA NELSON, PAM LANDRETH, MARY SHACKELFORD, TONIE PETRANEK, PAULA MIDDLETON, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of MAY 2003.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of MAY 2003, personally came before me, JAMES E. LEE and DAVID G. MENZEL to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

02/13/2005

My commission expires:

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030



Signed and sealed at the City of Brookfield, WI this 4th day of September 2003

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED

## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call Old Republic Surety Company and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

PO Box 569480  
Dallas, TX 75356-9480

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax No.: (512) 475-1771

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

***ATTACH THIS NOTICE TO YOUR POLICY.*** This notice is for information only and does not become a part or a condition of the attached document.



OLD REPUBLIC SURETY COMPANY  
P O BOX 569480 DALLAS, TX 75356-9480  
800-527-9834

9/04/2003

RAINS COUNTY  
RAINS COUNTY  
SULPHUR SPRINGS, TX 75482

RE: Terrorism Risk Insurance Act of 2002  
Contract Bond No. LCN1149464  
Name of Principal: LIGHTFOOT, J. W.  
Name of Obligee: RAINS COUNTY  
Descr. of Project OIL ROAD IN SUBDIVISION  
Bond Amount: \$16,500

To Whom it May Concern:

The principal contractor on the captioned project recently furnished you a surety bond at your request. Enclosed is a rider that puts this bond in compliance with the captioned Act. Basically, the Federal government has mandated that we provide this coverage to our customers automatically for 30 days. We have filed for a 3% premium surcharge, and if you elect to keep the coverage, there is nothing further for you to do other than attach this rider to the bond. You will receive a bill from the contractor which will include the 3% surcharge for terrorism insurance. If by chance he has already billed you, we will see that he provides you with a second bill for the 3% terrorism surcharge.

If you prefer to waive this coverage, it will be necessary for you to check the appropriate box at the bottom of the form, sign the form, and return it to the company address shown at the top of the rider. The premium will then be credited.

This Federal law requires us to offer this coverage to you, and we do so in compliance with that law. You do have the right to reject the coverage and premium charge, but you must do so within 30 days.

If you have any questions, please feel free to call the office number shown above.

Sincerely,

Att.  
Cc: LIGHTFOOT, J. W.



OLD REPUBLIC SURETY COMPANY VOL.  
P O BOX 569480 DALLAS, TX 75356-9480  
800-527-9834

039 PAGE 0246

DATE: 9/04/2003

Old Republic Insurance Company (Old Republic) as agent for:  
Old Republic Surety Company, Bituminous Casualty Corporation, and  
International Business & Mercantile REassurance Co.

TO BE ATTACHED TO AND FORM PART OF CONTRACT BOND NUMBER: LCN1149464  
PRINCIPAL: LIGHTFOOT, J. W.  
OBLIGEE: RAINS COUNTY / OIL ROAD IN SUBDIVISION

### RIDER - POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

**Rider has been provided to Principal and Obligee.**

Coverage for acts of terrorism is included in the captioned bond. You should know that, effective November 26, 2002, under that bond, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by Old Republic. The established annual deductible is equal to 7% of the prior years direct earned premium written by Old Republic for losses incurred in 2003, 10% for losses incurred in 2004, and 15% for losses incurred in 2005. Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

As defined in Section 102(1) of the Terrorism Risk Insurance Act of 2002, a certified "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism. To be certified, the act of terrorism must be: 1) a violent act or an act that is dangerous to human life, property, or infrastructure; 2) have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel, or the premises of a United States mission; and 3) have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You have a right to purchase insurance coverage for losses arising from terrorism, or you may choose to reject the purchase.

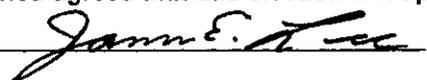
#### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The premium you have been charged for this bond includes terrorism coverage, for a premium of \$ 7.00 which you must pay within 30 days of this offer. THE PREMIUM CHARGED FOR THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

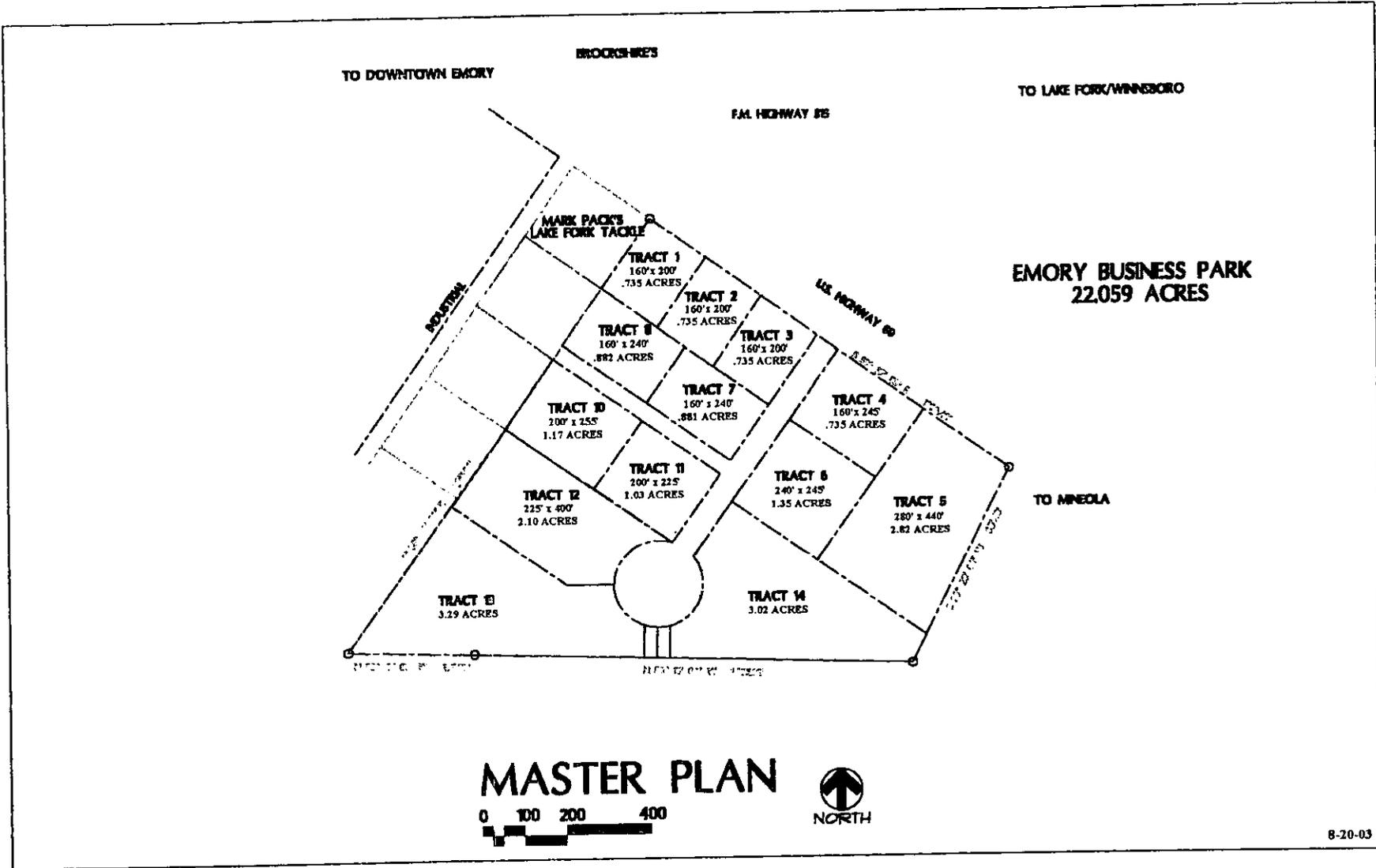
**Note: If you reject the coverage, you must check the box below, sign this form, and return it to the address shown above. The premium will be credited.**

I hereby elect to have the exclusion of terrorism coverage apply to this bond. I understand that I will have no coverage for losses arising from acts of terrorism.

**The undersigned agrees that this election will apply only to this bond.**

James E. Lee   
Vice President - Old Republic Insurance Company  
President - Old Republic Surety Company  
Vice President - Bituminous Casualty Corporation  
Vice President - International Business & Mercantile  
REassurance Co.

\_\_\_\_\_  
Bond Obligee's Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date



# MASTER PLAN



8-20-03

**Emory Business Park**  
Emory, Texas 75440

OUALINE & ASSOCIATES ARCHITECTS

VOL. 039 PAGE 0247

## RESOLUTION

The State of Texas  
County of Rains

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Rains County, hereinafter referred to as the Local Government owns bridges located at:

1. Bull Creek, on CR 1605, NBI Structure Number 01-190-0-AA0115-002,
2. Elm Creek, on CR 3410, NBI Structure Number 01-190-0-AA0167-001,
3. Sandy Creek, on CR 2350, NBI Structure Number 01-190-0-AA0242-001,
4. Shuttle Creek, on CR 1410, NBI Structure Number 01-190-0-AA0265-001; and

WHEREAS, projects to remedy the bridges are included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number:

1. 109335, dated July 2003, Control-Section-Job (C-S-J) Number 0901-30-013,
2. 109335, dated July 2003, C-S-J Number 0901-30-012,
3. 109335, dated July 2003, C-S-J Number 0901-30-014,
4. 109335, dated July 2003, C-S-J 0901-30-011, respectively; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$51,698.90, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

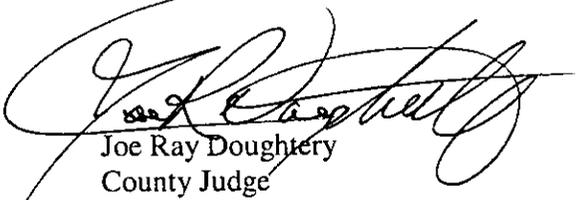
LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CR 1495 (258-1)	Yes	Complete Replacement	\$60,028.08

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

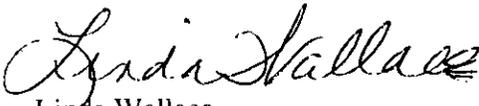
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVED this 28th day of August 2003, by Rains County Commissioner's Court.

SIGNED:

  
Joe Ray Dougherty  
County Judge

ATTEST:

  
Linda Wallace  
County Clerk

County:	<u>Rains</u>
CSJ:	<u>0901-30-011</u>
Project:	<u>BR</u>
Road/Street/Highway:	<u>CR 265</u>
Structure No.:	<u>01-190-0-AA0265-001</u>
Local Designation No.:	<u>CR 1410</u>
Feature Crossed:	<u>Shuttle Creek</u>

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **Rains County Commissioners Court**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at **Shuttle Creek on RCR 1410** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **109335**, dated number **July 2003**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**2. Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

**3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

**4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

**6. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

## 13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).

- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**
- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
  - b. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
  - c. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
  - d. **Responsibilities of the Local Government on EMP(s).**
    - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
    - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
    - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
    - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

- e. **Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: TxDOT  
Attn. District Bridge Engineer  
1365 N. Main Street  
Paris, TX 75460

Local Government: Rains County  
Attn. Road & Bridge Administrator  
P.O. Box 158  
Emory, TX 75440

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be

transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as

amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**26. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**27. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**28. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By:   
Signature

Joe Ray Dougherty  
Printed Name of Signatory

Title: Rains County Judge

Date: 28 Aug 03

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

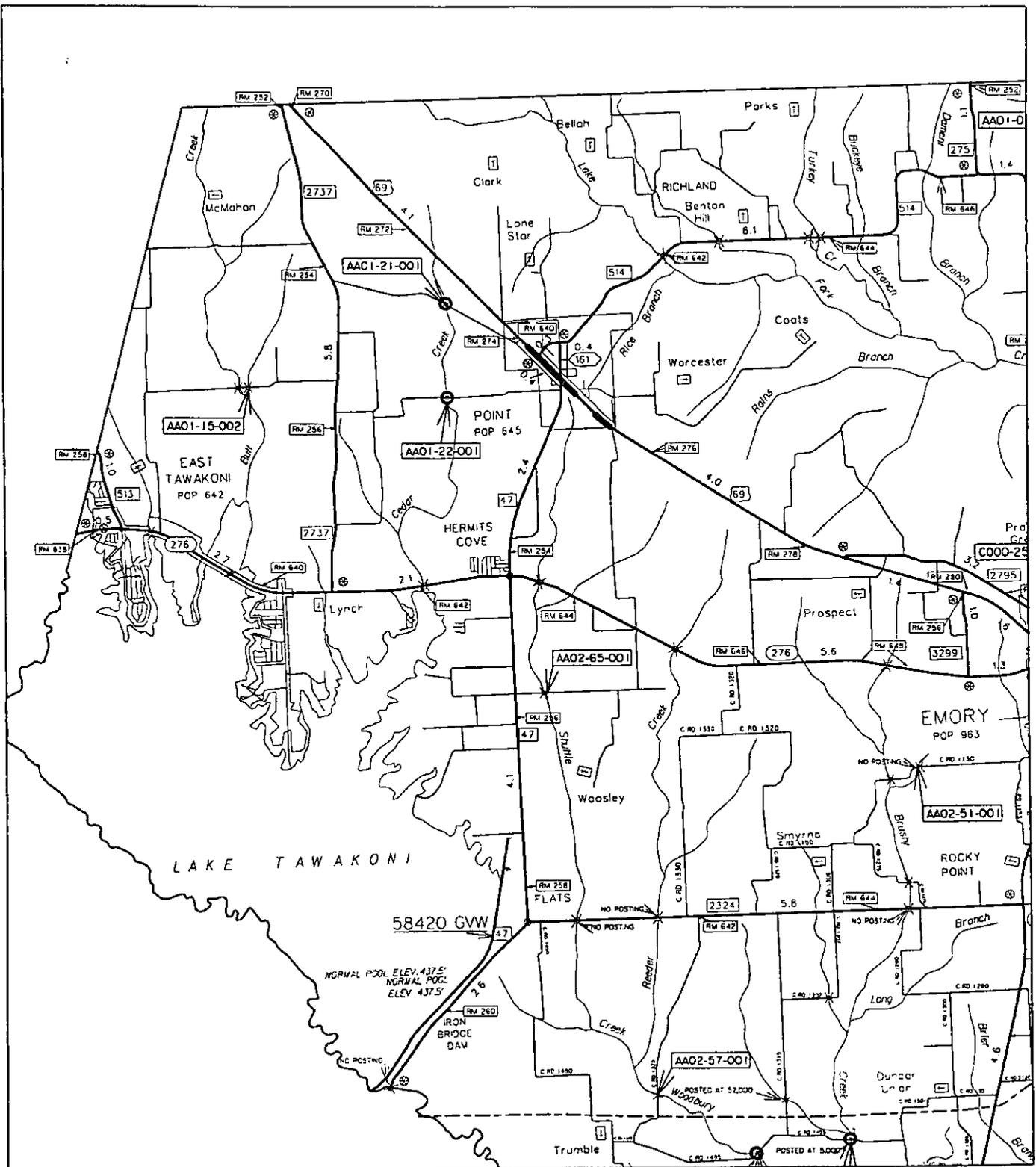
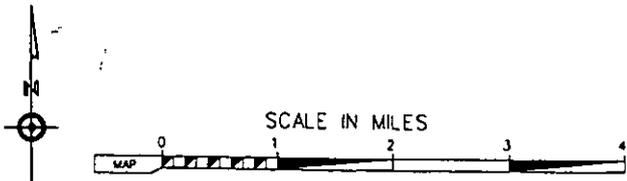
By: \_\_\_\_\_  
Mary Lou Ralls, P.E.  
Director, Bridge Division

Date: \_\_\_\_\_

**ATTACHMENT A**

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

**ATTACHMENT B**  
PROJECT LOCATION MAP



County: Rains  
 CSJ: 0901-30-011  
 Project: BR  
 Road/Street/Highway: CR 265  
 Structure No.: 01-190-0-AA0265-001  
 Local Designation No.: CR 1410  
 Feature Crossed: Shuttle Creek

**ATTACHMENT C (See Note \*\*)**

LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR 1495 (01-190-0-AA0258-001)	Yes	No	Complete Replacement of Wooden Bridge	\$ 60,028.08
<b>Total</b>				<b>\$ 60,028.08</b>
EMP work credited to this PWP (See Note *)				<b>\$ 23,387.08</b>
Balance of EMP work credited to associated PWP(s)				<b>\$ 36,641.00</b>
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0901-30-012				<b>\$ 12,548.30</b>
0901-30-013				<b>\$ 11,544.40</b>
0901-30-014				<b>\$ 12,548.30</b>

Note \*: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note \*\*: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Rains  
 CSJ: 0901-30-011  
 Project: BR  
 Road/Street/Highway: CR 265  
 Structure No.: 01-190-0-AA0265-001  
 Local Designation No.: CR 1410  
 Feature Crossed: Shuttle Creek

**ATTACHMENT D**

ESTIMATE OF DIRECT COSTS

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	<u>\$ 17,145.00</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3) <u>\$ 1,714.50</u>
Construction		<u>\$ 127,000.00</u>	
Engineering and Contingency (E&C)		<u>\$ 6,434.00</u>	
The Sum of Construction and E&C	(2)	<u>\$ 133,434.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4) <u>\$ 13,343.40</u>
Amount of Advance Funds Paid by Local Government *			(5) ( <u>\$ 0.00</u> )
Amount of Advance Funds to be Paid by Local Government *			(6) ( <u>\$ 0.00</u> )
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) <u>\$ 15,057.90</u>
Total Project Direct Cost	(1+2)	<u>\$ 150,979.00</u>	

\* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.	<u>\$ 23,387.08</u>
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County:	<u>Rains</u>
CSJ:	<u>0901-30-014</u>
Project:	<u>BR</u>
Road/Street/Highway:	<u>CR 242</u>
Structure No.:	<u>01-190-0-AA0242-001</u>
Local Designation No.:	<u>CR 2350</u>
Feature Crossed:	<u>Sandy Creek</u>

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **Rains County Commissioners Court**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at **Sandy Creek on RCR 2350** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **109335**, dated number **July 2003**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT****1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**2. Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

**3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

**4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

**6. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

## 13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
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- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).

- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
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Paris, TX 75460

Local Government: Rains County  
Attn. Road & Bridge Administrator  
P.O. Box 158  
Emory, TX 75440

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

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The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

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The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

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amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

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28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

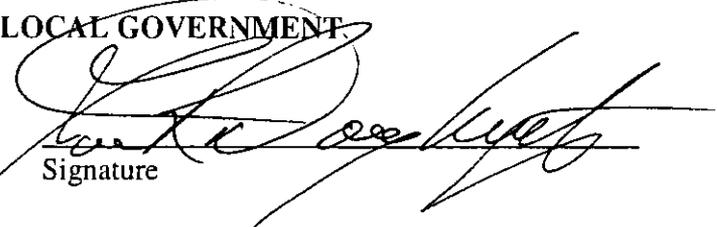
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31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By:   
Signature

Joe Ray Dougherty  
Printed Name of Signatory

Title: Rains County Judge

Date: 28 Aug 03

**THE STATE OF TEXAS**

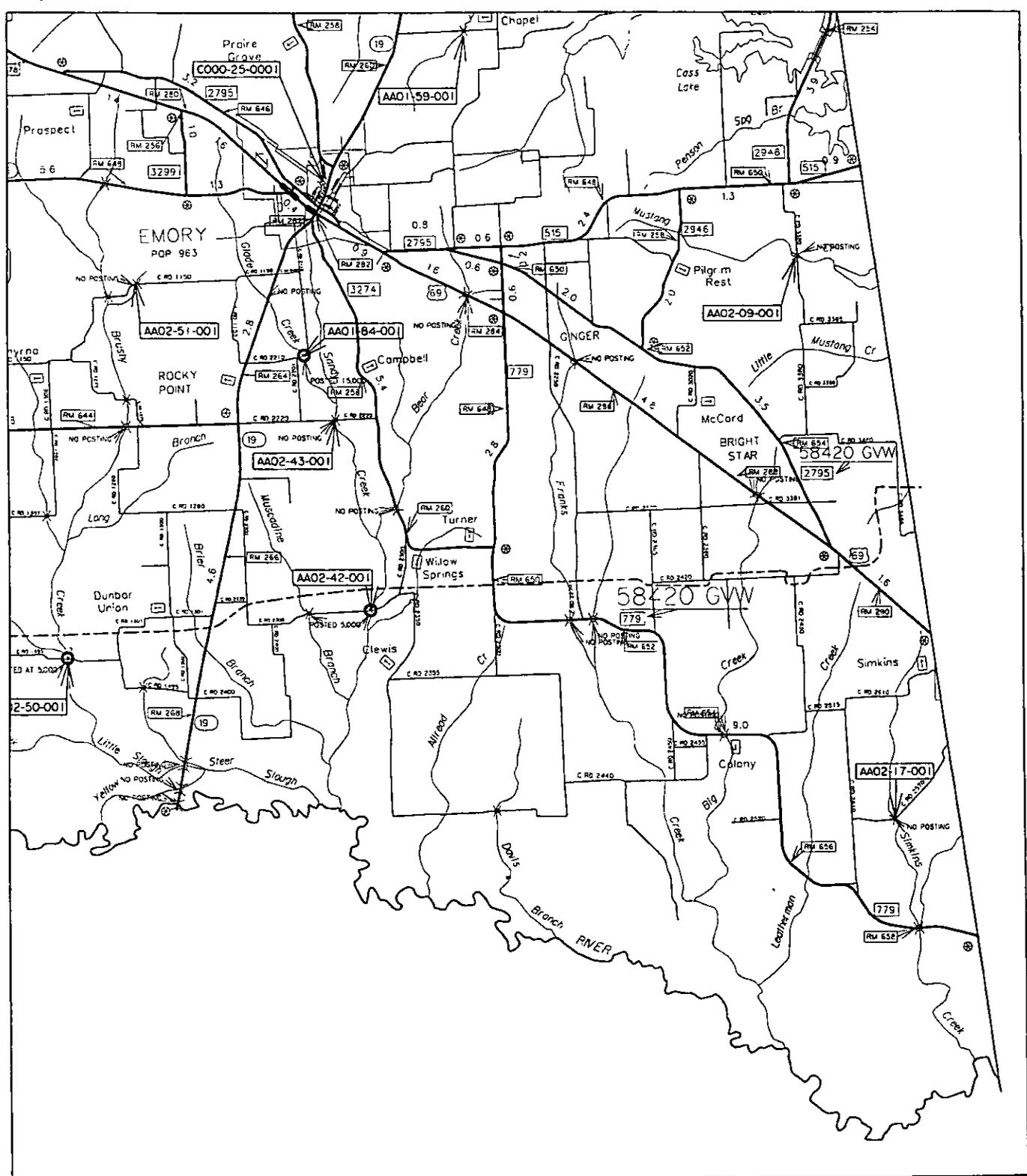
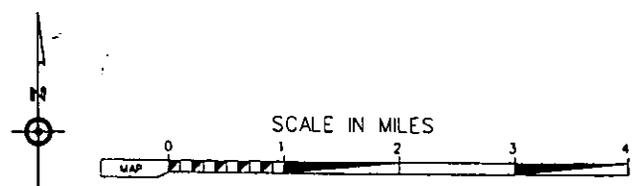
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Mary Lou Ralls, P.E.  
Director, Bridge Division

Date: \_\_\_\_\_

ATTACHMENT A  
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

ATTACHMENT B  
PROJECT LOCATION MAP



County: Rains  
 CSJ: 0901-30-014  
 Project: BR  
 Road/Street/Highway: CR 242  
 Structure No.: 01-190-0-AA0242-001  
 Local Designation No.: CR 2350  
 Feature Crossed: Sandy Creek

**ATTACHMENT C (See Note \*\*)**

**LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR 1495 (01-190-0-AA0258-001)	Yes	No	Complete Replacement of Wooden Bridge	\$ 60,028.08
<b>Total</b>				<b>\$ 60,028.08</b>
<b>EMP work credited to this PWP (See Note *)</b>				<b>\$ 12,548.30</b>
<b>Balance of EMP work credited to associated PWP(s)</b>				<b>\$ 47,479.78</b>
<b>Associated PWP(s) Control-Section-Job (CSJ)</b>			<b>Amount to be Credited to Associated PWP (s)</b>	
0901-30-011			\$ 23,387.08	
0901-30-012			\$ 12,548.30	
0901-30-013			\$ 11,544.40	

Note \*: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note \*\*: This attachment not applicable for non-Participation-Waived Projects (PWP)

County:	<u>Rains</u>
CSJ:	<u>0901-30-014</u>
Project:	<u>BR</u>
Road/Street/Highway:	<u>CR 242</u>
Structure No.:	<u>01-190-0-AA0242-001</u>
Local Designation No.:	<u>CR 2350</u>
Feature Crossed:	<u>Sandy Creek</u>

**ATTACHMENT D**

ESTIMATE OF DIRECT COSTS

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	<u>\$ 14,708.00</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3) <u>\$ 1,470.80</u>
Construction		<u>\$ 105,500.00</u>	
Engineering and Contingency (E&C)		<u>\$ 5,275.00</u>	
The Sum of Construction and E&C	(2)	<u>\$ 110,775.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4) <u>\$ 11,077.50</u>
Amount of Advance Funds Paid by Local Government *			(5) ( <u>\$ 0.00</u> )
Amount of Advance Funds to be Paid by Local Government *			(6) ( <u>\$ 0.00</u> )
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) <u>\$ 12,548.30</u>
Total Project Direct Cost	(1+2)	<u>\$ 125,483.00</u>	

\* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.	<u>\$ 12,548.30</u>
---	---------------------

County: Rains  
CSJ: 0901-30-012  
Project: BR  
Road/Street/Highway: CR 167  
Structure No.: 01-190-0-AA0167-001  
Local Designation No.: CR 3410  
Feature Crossed: Elm Creek

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Rains County Commisioners Court, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at Elm Creek on RCR 3410 and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number 109335, dated number July 2003; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT****1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**2. Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

**3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

**4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

**6. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

## 13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).

- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**
- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
  - b. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
  - c. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
  - d. **Responsibilities of the Local Government on EMP(s).**
    - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
    - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
    - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
    - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

- e. **Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: TxDOT  
Attn. District Bridge Engineer  
1365 N. Main Street  
Paris, TX 75460

Local Government: Rains County  
Attn. Road & Bridge Administrator  
P.O. Box 158  
Emory, TX 75440

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

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28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance, commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

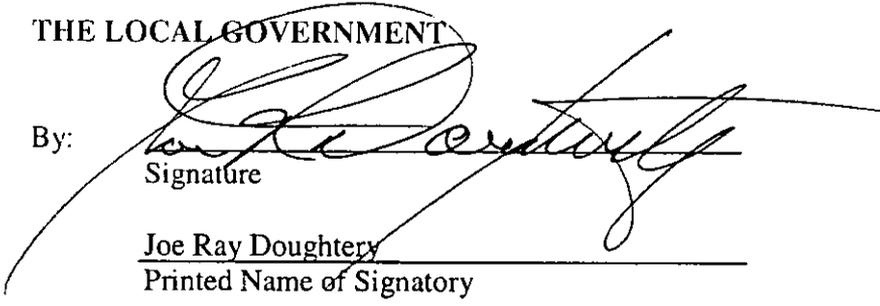
31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By:

  
Signature

Joe Ray Dougherty  
Printed Name of Signatory

Title: Rains County Judge

Date: 28 Aug 03

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

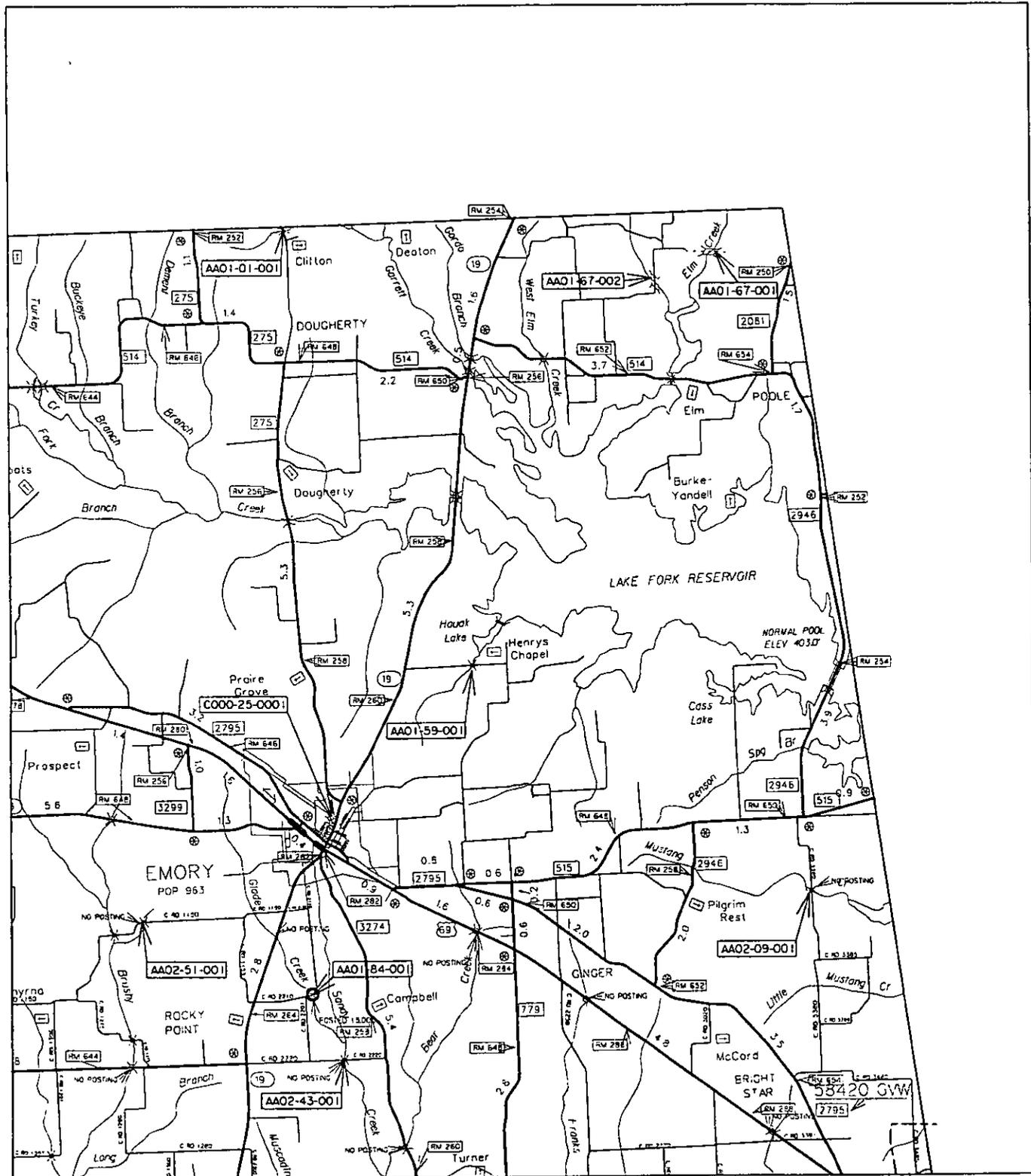
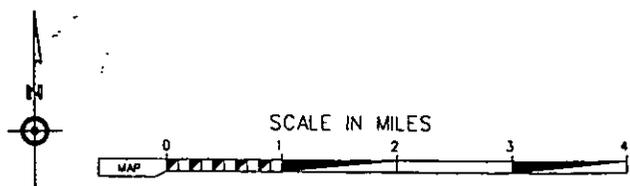
By:

\_\_\_\_\_  
Mary Lou Ralls, P.E.  
Director, Bridge Division

Date: \_\_\_\_\_

ATTACHMENT A  
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

ATTACHMENT B  
PROJECT LOCATION MAP



County: Rains  
 CSJ: 0901-30-012  
 Project: BR  
 Road/Street/Highway: CR 167  
 Structure No.: 01-190-0-AA0167-001  
 Local Designation No.: CR 3410  
 Feature Crossed: Elm Creek

**ATTACHMENT C** (See Note \*\*)

**LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR 1495 (01-190-0-AA0258-001)	Yes	No	Complete Replacement of Wooden Bridge	\$ 60,028.08
Total				\$ 60,028.08
EMP work credited to this PWP (See Note *)				\$ 12,548.30
Balance of EMP work credited to associated PWP(s)				\$ 47,479.78
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0901-30-011			\$ 23,387.08	
0901-30-013			\$ 11,544.40	
0901-30-014			\$ 12,548.30	

Note \*: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note \*\*: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Rains  
 CSJ: 0901-30-012  
 Project: BR  
 Road/Street/Highway: CR 167  
 Structure No.: 01-190-0-AA0167-001  
 Local Designation No.: CR 3410  
 Feature Crossed: Elm Creek

**ATTACHMENT D**

**ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) <u>\$ 14,708.00</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) <u>\$ 1,470.80</u>
Construction	<u>\$ 105,500.00</u>	
Engineering and Contingency (E&C)	<u>\$ 5,275.00</u>	
The Sum of Construction and E&C	(2) <u>\$ 110,775.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) <u>\$ 11,077.50</u>
Amount of Advance Funds Paid by Local Government *		(5) ( <u>\$ 0.00</u> )
Amount of Advance Funds to be Paid by Local Government *		(6) ( <u>\$ 0.00</u> )
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) <u>\$ 12,548.30</u>
Total Project Direct Cost	(1+2) <u>\$ 125,483.00</u>	

\* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.	<u>\$ 12,548.30</u>
---	---------------------

County:	<u>Rains</u>
CSJ:	<u>0901-30-013</u>
Project:	<u>BR</u>
Road/Street/Highway:	<u>CR 115</u>
Structure No.:	<u>01-190-0-AA0115-002</u>
Local Designation No.:	<u>CR 1605</u>
Feature Crossed:	<u>Bull Creek</u>

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Rains County Commissioners Court, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at Bull Creek on RCR 1605 and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number 109335, dated number July 2003; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

**1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**2. Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

**3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

**4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

**6. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

### 13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to (not applicable) percent as authorized by Texas Transportation Commission Minute Order Number (not applicable), dated (not applicable).

- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**
- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
  - b. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
  - c. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
  - d. **Responsibilities of the Local Government on EMP(s).**
    - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
    - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
    - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
    - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

- e. **Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: TxDOT  
Attn. District Bridge Engineer  
1365 N. Main Street  
Paris, TX 75460

Local Government: Rains County  
Attn. Road & Bridge Administrator  
P.O. Box 158  
Emory, TX 75440

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be

transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

**25. Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as

amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**26. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**27. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**28. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

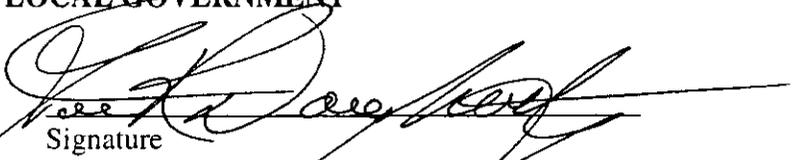
In the case that the local government has an existing, future or proposed local ordinance, commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By:   
Signature

Joe Ray Dougherty  
Printed Name of Signatory

Title: Rains County Judge

Date: 26 Aug 03

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Mary Lou Ralls, P.E.  
Director, Bridge Division

Date: \_\_\_\_\_

ATTACHMENT A  
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

**ATTACHMENT B**  
PROJECT LOCATION MAP





County: Rains  
 CSJ: 0901-30-013  
 Project: BR  
 Road/Street/Highway: CR 115  
 Structure No.: 01-190-0-AA0115-002  
 Local Designation No.: CR 1605  
 Feature Crossed: Bull Creek

**ATTACHMENT D**  
**ESTIMATE OF DIRECT COSTS**

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	\$ 13,594.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3) <u>\$ 1,359.40</u>
Construction		<u>\$ 97,000.00</u>	
Engineering and Contingency (E&C)		<u>\$ 4,850.00</u>	
The Sum of Construction and E&C	(2)	<u>\$ 101,850.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4) <u>\$ 10,185.00</u>
Amount of Advance Funds Paid by Local Government *			(5) ( <u>\$ 0.00</u> )
Amount of Advance Funds to be Paid by Local Government *			(6) ( <u>\$ 0.00</u> )
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) <u>\$ 11,544.40</u>
Total Project Direct Cost	(1+2)	<u>\$ 115,444.00</u>	

\* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.	<u>\$ 11,544.40</u>
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Rains County  
PO Box 158  
Emory, TX 75440  
August 28, 2003

TxDOT District Engineer  
1365 N. Main Street  
Paris, TX 75460

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal  
Off-System Bridge Program Project

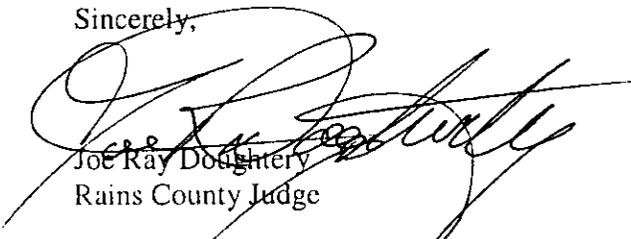
NBI Structure Number: 01-190-0-AA0265-001  
Local Designation: CR 1410 over Shuttle Creek

Dear Mr. Freeman:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), Rains County requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project, referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on another deficient bridge, referred to as "equivalent-match project(s)", within the jurisdiction of Rains County.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,



Joe Ray Dougherty  
Rains County Judge

Attachment: Resolution

\*\*\*\*\*

For TxDOT Use Only

✓ 56K  
\_\_\_\_\_ Waiver Approved  
\_\_\_\_\_ Waiver Disapproved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rains County  
PO Box 158  
Emory, TX 75440  
August 28, 2003

TxDOT District Engineer  
1365 N. Main Street  
Paris, TX 75460

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal  
Off-System Bridge Program Project

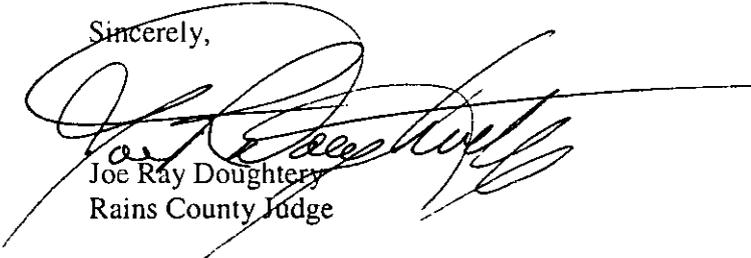
NBI Structure Number: 01-190-0-AA0242-001  
Local Designation: CR 2350 over Sandy Creek

Dear Mr. Freeman:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), Rains County requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project, referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on another deficient bridge, referred to as "equivalent-match project(s)", within the jurisdiction of Rains County.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,



Joe Ray Dougherty  
Rains County Judge

Attachment: Resolution

\*\*\*\*\*

For TxDOT Use Only

     JRF Waiver Approved  
 \_\_\_\_\_ Waiver Disapproved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rains County  
PO Box 158  
Emory, TX 75440  
August 28, 2003

TxDOT District Engineer  
1365 N. Main Street  
Paris, TX 75460

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal  
Off-System Bridge Program Project

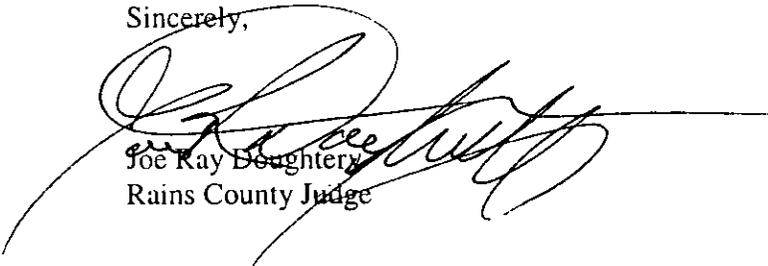
NBI Structure Number: 01-190-0-AA0167-001  
Local Designation: CR 3410 over Elm Creek

Dear Mr. Freeman:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), Rains County requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project, referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on another deficient bridge, referred to as "equivalent-match project(s)", within the jurisdiction of Rains County.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,



Joe Ray Dougherty  
Rains County Judge

Attachment: Resolution

\*\*\*\*\*

For TxDOT Use Only

504 Waiver Approved  
 Waiver Disapproved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rains County  
PO Box 158  
Emory, TX 75440  
August 28, 2003

TxDOT District Engineer  
1365 N. Main Street  
Paris, TX 75460

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal  
Off-System Bridge Program Project

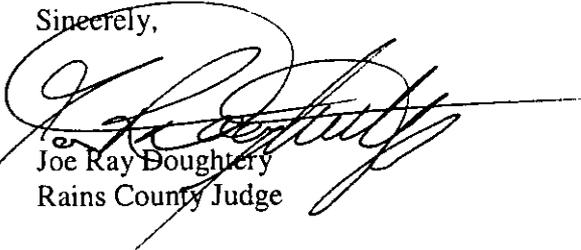
NBI Structure Number: 01-190-0-AA0115-002  
Local Designation: CR 1605 over Bull Creek

Dear Mr. Freeman:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), Rains County requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project, referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on another deficient bridge, referred to as "equivalent-match project(s)", within the jurisdiction of Rains County.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,

  
Joe Ray Dougherty  
Rains County Judge

Attachment: Resolution

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For TxDOT Use Only

564 Waiver Approved  
 Waiver Disapproved



ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizous.net

**Work Completed 08-11-03 Through 08-21-03**

**08-11-03 (Monday)** After storm trees down on CRs 4480, 1235, 4520 and 3030. Crewmembers worked until 9:00 P.M. to remove the trees and branches and clean up debris. Preparation to resurface CR 1320 began with base work using 8 loads rock, equipment #'s used 105, 103, 111, 107, 203, 708, 710 and 711 with 6 crewmembers. Shredding continued on CRs 2130, 2131, 2132, 2160, 2180, 2181, 2220, 2230, 2235, 2245, 2310, 2350, 2370, 2470, 2510 and 3150. Equipment used #'s 410, 411, 409 and 414. Removed two culverts under CR 3210 and installed 1- 36" X 30' culvert using 2 loads rock. Equipment used #'s 103 and 203. General maintenance on equipment # 410 and 411.

**08-12-03 (Tuesday)** General maintenance on equipment # 410. Applied 15 loads rock to CR 1320, using equipment #'s 710, 504, 207, 102, 711, 712 and 105 for jobs. Removed large tree from CR 3060. Bomaged and applied 2 loads rock to CR 1330. Shredded CRs 2110, 2120, 2080, 2210, 1140, 2300, 2330, 2350, 2355 and 2400.

**08-13-03 (Wednesday)** Installed culvert for property owner Mr. Tom Hooten on CR 4510 using 2 loads rock. Culvert installed for property owner Mr. Lillard Hays on CR 1280 using 3 loads rock and equipment #'s 103, 704, 203 and 105 for both jobs. Large accumulation of limbs, branches and trash removed from CR 1280. Shredded CRs 2400, 1280, 1285, 1305, 1300, 1301, 1302 and 1495. Work continued on CR 1330 by applying 16 loads rock to road, using equipment #'s 504, 102, 105, 711 and 712. 5 loads of rock applied to CR 1322 also adjusted road sign.

**08-14-03 (Thursday)** Repaired culvert on CR 3410 using 1 load rock and cleared CRs 2110, 1308 and 1605 of debris. Used equipment #'s 103, 704, 202 and 203 for both jobs. Work continued on CR 1330 using 9 loads rock and equipment #'s 105, 712, and 207. Shredded CRs 1305, 1310, 1307, 1308, 1315, 1322, 1324, 1325, 1352, 1396, 1280 and 1495. Repaired 2 flats on equipment # 410. General maintenance on equipment.

**08-18-03 (Monday)** Shredded CRs 1330, 1320, 1280, 1275, 1325, 1491, 1490, 1495, 1301, 1300 and 1295. Work continued on CR 1330 applying 15 loads rock using equipment #'s 102, 104, 710, 711 and 504. Vegetation control on precinct yards. Used equipment #'s 103, 409, 703, 409, 718 and 111.

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**Work Completed 08-11-03 Through 08-21-03**

08-19-03 (Tuesday) Shredded CRs 1300, 1495, 1301, 1280, 1410, 1396, 1395, 1397, 1274, 1153, 1155, 1150, 1399, 1412, 1413, 1472, 1470, 1475, 1420, 1423, 1421 and 1425, using equipment #'s 410, 411 and 412. Bomaged CR 1320 and 1310, also applied 11 loads rock to CR 1320 and 2 loads rock to CR 1310. Work continued on CR 1330. Used equipment #'s 102, 202, 105, 704 and 712. General maintenance on equipment.

08-20-03 (Wednesday) Bomaged CR 2400, using equipment # 710. General maintenance on equipment #'s 410, 411 and 719. Vegetation control continued on all precinct yards and CR 1230 using equipment #'s 111, 103, 409, 703, 718 and 103. Shredded CRs 1410, 1430, 1440, 1502, 1503 and 1230. Using equipment #'s 410 and 411. Applied 21 loads rock to CRs 1320, 1330 and 1310.

08-21-03 (Thursday) Serviced equipment #'s 410, 412 and 703. Trip to Tyler to take equipment # 703 for further repair was necessary. Installed culvert and patched CR 2400 using 2 loads rock. Equipment #'s used 105, 103 and 705. Shredded CRs 4255, 4235, 4510, 4515, 4516, 4525, 4528, 1219, 1220, 1221, 1235, 1310, 1410, 1411, 4310, 4250, 4252, 4253, 4251 and 4254. Equipment used #'s 410, 411 and 412. Continued patching with oil sand CRs 3330, 3365 S, 3363 S, 3360 and 3365 N using 2 loads oil sand. Applied rock and oil to CR 1310 using equipment #'s 703, 103, 504 and 712.

**In The Next Two Weeks**

Oiling of CR 2400 and bomaging of CRs 1295 and 3381 will continue. Shredding and patching will continue throughout the county.

Remember, if you need the Rains County Road and Bridge Department, please do not hesitate to call us at 903-473-8783, fax 903-473-9543 or email us at [rains.co.road@verizons.net](mailto:rains.co.road@verizons.net)

## Environmental Enforcement Report

August 28, 2003

Date	Action	Value Y/T/D
	Litter	
	Community Service	\$259.75
	Fines YTD	\$415.00
	Trash Drop off	\$1211.50
	Total Y/T/D	\$1,885.25

OSSF month to date:

Fm 515 aerobic

OSSF Y/T/D 31 \$9,065.00

Grand Total \$10,950.25



## COUNTY OF RAINS

**Emergency Management  
Coordinator**

**Jon Paul Wedeking EMT-P**

167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440



Tel: (903) 473-4053

Fax: (903) 473-4054

Tel: (903) 571-3229

pager: (903) 528-2255

Email: [jwedeking@texashan.org](mailto:jwedeking@texashan.org)

05 August 2003

Judge John Doe  
County Court House  
123 N. Street  
Anycity, Tx. 12345

RE: Mutual Aid Agreement

Dear Judge

One of the lessons we learned from the Columbia disaster is that tragedy can strike in any county, forever changing our lives. Unfortunately, these disasters show us that we need to be better prepared for the unexpected, and leave us hoping that our planning and training is never called for.

This letter is a request for a mutual aid agreement to be reached by our counties, so as to improve our response to a disaster. FEMA recommends that we enter into mutual aid agreements with counties "five deep" in order to assure help will be available at the hour of need.

Enclosed you will find a copy of a Mutual Aid Agreement between Rains County and your county. This agreement was adopted by Rains County Commissioners Court on \_\_\_\_\_. If your Court is interested in adopting this agreement, we would appreciate your signing same and returning the original to me.

Thank you for your assistance in this matter.

Jon Paul Wedeking EMT-P  
Rains County Emergency Management Coordinator

**INTERCOUNTY MUTUAL AID AGREEMENT BETWEEN  
RAINS COUNTY AND \_\_\_\_\_**

WHEREAS, Texas law authorizes local governments to contract with each other to provide services, and

WHEREAS, the Counties of Rains and \_\_\_\_\_ find it to be in their best interest to have such mutual aid agreements between the two counties.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

**Section One – Purpose**

The purpose of this agreement is to ensure the protection of the citizens of each county in the event of a major emergency or disaster. This agreement recognized that the prompt and effective utilization of resources, including personnel, equipment, and supplies are a necessary component of responding to an emergency or disaster situation. This agreement further recognizes that in the event of a major emergency or disaster situation, the welfare of our citizens may require the assistance of other governmental entities in order to provide adequate protection and services.

**Section Two – Responsibilities**

1. Each County hereby agrees to provide such mutual aid as may be requested by a governmental unit, which has emergency conditions as defined by Texas law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the responding County. The judgment of the providing entity shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another entity shall remain employees of the responding entity, but shall work under the supervision of the requesting entity. Each county retains the right to withdraw any and all aid/personnel upon direction of the providing entity.
3. The providing entity will submit a claim for reimbursement including a list of hourly rates, equipment cost, and hours worked for all such rendered under this agreement. Claims for reimbursement for any loss or damage to any equipment will specify the equipment lost or damaged and the actual costs for replacement of or repairs to the equipment. Damage to equipment that is not related to performing eligible work, or damage that was reasonably avoidable is not eligible for reimbursement.
4. The requesting entity shall compensate any claim for costs incurred pursuant to this agreement at reasonable and customary labor and equipment rates.
5. All requests for mutual aid under this agreement shall be made by the local Emergency Management Coordinator or Director as set forth in the respective Emergency Management Plan for each county.

**Section Three – Liability**

Each covered entity will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting entity agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the providing entity for any and all claims occurring while its personnel and equipment are working under the direction of the requesting entity. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

Neither party to this agreement shall be liable, for its failure or refusal to render aid pursuant to this agreement. The requesting entity shall have sole discretion to determine the manner in which such emergency aid may be used.

**Section Four – Finance**

The purpose of these recitals is to insure that a covered entity providing aid to another covered entity is reimbursed for all costs, damages, and expenses incurred from the provision of aid and assumes no additional liabilities as a result of this agreement. Each covered entity shall provide such reimbursement within 90 days of receipt of a claim for reimbursement from a covered entity from whom aid was requested.

**Section Six – Termination**

The term of this agreement shall begin upon the date of signing by the participating parties and shall continue in full force and effect until such time as terminated according to the terms of this agreement.

Either party may terminate this agreement upon ninety (90) days written notice sent to the Emergency Management Director of each participating entity and the Commissioners Court of each County.

IN WITNESS THEREOF, this agreement, being approved by the Commissioners Court of each County, is duly executed by the parties subscribed below and is binding upon the providing and the requesting entity.

**COUNTY OF RAINS**

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

Date signed \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Attorney for Rains County

**COUNTY OF \_\_\_\_\_**

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

Date signed \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Attorney for \_\_\_\_\_ County

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** ALLISON, BASS & ASSOCIATES, LLP PUL0576	08/21/03	08/28/03	114.55	NON-DEPARTMENTAL	INSURANCE	114.55 Total Displayed = 114.55
***** AUDIO EDITIONS 09252	08/18/03	08/28/03	18.00	PUBLIC LIBRARY	LIBRARY MATERIAL	18.00 Total Displayed = 18.00
***** ALBA-GOLDER CREDIT UNION XX	08/15/03	08/15/03	595.00	GENERAL FUND	CREDIT UNION	595.00 Total Displayed = 595.00
***** ALLIED HEALTH HEALTH INS	08/18/03	08/18/03	1378.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	HEALTH INSURANCE HEALTH INSURANCE	1349.00 29.00 Total Displayed = 1378.00
***** BRDDART CO 6360694	08/13/03	08/28/03	21.49	PUBLIC LIBRARY	LIBRARY MATERIAL	21.49
6360695	08/13/03	08/28/03	19.81	PUBLIC LIBRARY	LIBRARY MATERIAL	19.81
6350816	08/07/03	08/28/03	23.70	PUBLIC LIBRARY	LIBRARY MATERIAL	23.70
6366933	08/15/03	08/28/03	24.79	PUBLIC LIBRARY	LIBRARY MATERIAL	24.79
						Total Displayed = 89.79
***** BILL REESE REIMB CELL	08/28/03	08/28/03	30.78	JUSTICE PEACE	TELEPHONE	30.78 Total Displayed = 30.78
***** BEARGRASS SOLUTIONS XX	08/18/03	08/18/03	3900.00	NON-DEPARTMENTAL	CAPITAL	3900.00 Total Displayed = 3900.00
***** C & A WIRE 37767	08/12/03	08/28/03	12.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	12.00 Total Displayed = 12.00
***** CREM-DOT 0980	08/22/03	08/28/03	411.46	MAINTENANCE	CUSTODIAL SUPPLIES	411.46 Total Displayed = 411.46
***** COLONIAL LIFE & ACC INS CO INSURANCE	08/26/03	08/26/03	143.42	GENERAL FUND	PAYROLL INSURANCE PAYABLE	143.42 Total Displayed = 143.42
***** COPY PRODUCTS 206074	07/31/03	08/28/03	1066.00	COUNTY TREASURER	EQUIPMENT MAINT.	1066.00 Total Displayed = 1066.00
***** CODY SANDERS REIMB CELL	08/28/03	08/28/03	30.78	JUSTICE PEACE	TELEPHONE	30.78 Total Displayed = 30.78
***** COMPUTER WHOLE PRODUCTS OF AMERI 66372	08/12/03	08/28/03	9.72	REGISTRATION OFFICE	OFFICE SUPPLIES	9.72 Total Displayed = 9.72

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INVOICE	INV-Date	DUO-Date	INV \$	Department	Line Item	Pay \$
***** DALLAS COUNTY						
00172	08/11/03	08/28/03	3462.00	SHERIFF & JAIL	LAB - FORENSIC	3462.00
					Total Disbursed =	3462.00
***** DEALERS ELECTRICAL SUPPLY						
453782701	08/12/03	08/28/03	108.00	SHERIFF & JAIL	BLOG. REPAIR & MAINT.	108.00
					Total Disbursed =	108.00
***** DEBORAH (KAYLOR						
REIMB	08/21/03	08/28/03	2.27	8TH DISTRICT COURT	DIST TRIAL EXPENSE	2.27
REIMB	08/22/03	08/28/03	2.34	8TH DISTRICT COURT	DIST TRIAL EXPENSE	2.34
					Total Disbursed =	4.61
***** DUKO OIL CO						
23131	08/12/03	08/28/03	21.29	ENVIRONMENTAL ENFORCE	FUEL	21.29
23157	08/14/03	08/28/03	22.91	ENVIRONMENTAL ENFORCE	FUEL	22.91
23203	08/18/03	08/28/03	21.42	ENVIRONMENTAL ENFORCE	FUEL	21.42
90998	08/18/03	08/28/03	1051.00	SHERIFF & JAIL	FUEL & OIL	1051.00
91411	08/20/03	08/28/03	969.50	SHERIFF & JAIL	FUEL & OIL	969.50
					Total Disbursed =	2086.12
***** DON SMITH						
REIMB CELL	08/28/03	08/28/03	42.50	JUSTICE PEACE	TELEPHONE	42.50
					Total Disbursed =	42.50
***** DONUT SUPREAL						
2091-44	08/19/03	08/28/03	4.25	8TH DISTRICT COURT	DIST TRIAL EXPENSE	4.25
2091-45	08/20/03	08/28/03	4.25	8TH DISTRICT COURT	DIST TRIAL EXPENSE	4.25
					Total Disbursed =	8.50
***** DAIRY QUEEN						
650984	08/25/03	08/28/03	57.58	8TH DISTRICT COURT	DIST TRIAL EXPENSE	57.58
					Total Disbursed =	57.58
***** EMORY AUTO SUPPLY						
213100	08/22/03	08/28/03	625.00	NON-DEPARTMENTAL	CONTINGENCY	625.00
					Total Disbursed =	625.00
***** ELECTRONIC FEDERAL TAX PMT SYS						
MR-SS	08/15/03	08/15/03	9151.22	GENERAL FUND	PAYROLL W/H PAYABLE	2411.17
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6476.40
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Disbursed =	9151.22
***** EMORY INSURANCE AGENCY						
A SMITH	08/07/03	08/28/03	127.50	PREC #4 COMMISSIONER	BONDS	127.50
					Total Disbursed =	127.50
***** EVELYN MALONE						
REIMB CELL	08/28/03	08/28/03	42.50	PREC #2 COMMISSIONER	TELEPHONE	42.50
					Total Disbursed =	42.50
***** FIRST ADMIN JUDICIAL REGION						
XX	07/25/03	08/28/03	492.52	8TH DISTRICT COURT	DIST TRIAL EXPENSE	492.52
					Total Disbursed =	492.52

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** FIRST CHOICE FOWLR						
ANNEX	08/11/03	08/28/03	1423.11	NON-DEPARTMENTAL	ELECTRIC	1423.11
JAIL	08/11/03	08/28/03	1389.63	SHERIFF & JAIL	ELECTRIC	1389.63
PO 4	08/12/03	08/28/03	82.33	UNIT ROAD & BRIDGE	ELECTRIC	82.33
ALLENWIRE	08/22/03	08/28/03	67.26	SHERIFF & JAIL	ELECTRIC	67.26
Total Displayed =						2962.33
***** FEDERAL EXPRESS CORP						
480949789	08/08/03	08/28/03	22.54	NON-DEPARTMENTAL	POSTAGE & BOX RENT	22.54
480989170	08/18/03	08/28/03	20.30	NON-DEPARTMENTAL	POSTAGE & BOX RENT	20.30
Total Displayed =						42.84
***** GARY BISHOP						
REIMB	08/22/03	08/28/03	20.00	PREC #3 COMMISSIONER	TELEPHONE	20.00
Total Displayed =						20.00
***** HERSHEL BULLARD						
REIMB CELL	08/28/03	08/28/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
Total Displayed =						30.78
***** HALL'S PHARMACY						
INMATE	08/01/03	08/28/03	1673.31	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	1673.31
Total Displayed =						1673.31
***** INTER-COUNTY COMMUNICATIONS						
37707	08/14/03	08/28/03	200.00	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	200.00
Total Displayed =						200.00
***** JAMES LILES						
86547	08/21/03	08/28/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
86548	08/02/03	08/28/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
Total Displayed =						120.00
***** JOHN C GINN, A/P						
183-J	08/15/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
Total Displayed =						250.00
***** JERRY WALLACE						
69115	08/13/03	08/28/03	1487.04	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	1487.04
69114	08/13/03	08/28/03	78.30	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	78.30
Total Displayed =						1565.34
***** JECO HEATING & AIR						
233	08/13/03	08/28/03	266.07	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	266.07
241	08/22/03	08/28/03	144.50	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	144.50
Total Displayed =						410.57
***** JIMMY WOOLLEY						
REIMB CELL	08/28/03	08/28/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
Total Displayed =						30.78
***** J W STONE						
1208	08/22/03	08/28/03	3017.72	UNIT ROAD & BRIDGE	ROAD MATERIAL	3017.72
Total Displayed =						3017.72

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
**** JOHN ROBINSON 493539	07/26/03	08/28/03	595.00	PUBLIC LIBRARY	BUILDING MAINT	595.00
					Total Displayed =	595.00
**** JOE R DOUGHERTY REIMB CELL	08/28/03	08/28/03	42.50	COUNTY JUDGE	TELEPHONE	42.50
					Total Displayed =	42.50
**** JOE TRUMBLE 9639	08/18/03	08/28/03	120.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	120.00
					Total Displayed =	120.00
**** KENNETH FRANCIS REIMB CELL	08/28/03	08/28/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
					Total Displayed =	30.78
**** KENNETH WEINAST REIMB	08/19/03	08/28/03	4.42	NON-DEPARTMENTAL	POSTAGE & BOX RENT	4.42
					Total Displayed =	4.42
**** LEXIS NEXIS MATTHEW BENDER 0307090919	07/31/03	08/28/03	15.00	LAW LIBRARY FUND	LAW LIBRARY	15.00
0307050529	07/31/03	08/28/03	20.00	COUNTY ATTORNEY	LAW LIBRARY	20.00
					Total Displayed =	35.00
**** LINEBARGER GUGGAN BLAIR & CAMPSO JULY2003	08/12/03	08/28/03	5127.20	NON-DEPARTMENTAL	TAX ATTORNEY	5127.20
					Total Displayed =	5127.20
**** LIFE INVESTORS INSURANCE CO INSURANCE	08/25/03	08/25/03	183.80	GENERAL FUND	PAYROLL INSURANCE PAYABLE	183.80
					Total Displayed =	183.80
**** LINDA WALLACE REIMB	08/15/03	08/28/03	168.74	COUNTY COURT/CLERK	SEMINAR EXPENSE	168.74
					Total Displayed =	168.74
**** MATTHEW BENDER 67038182	08/04/03	08/28/03	65.80	JUSTICE PEACE	OFFICE SUPPLIES	65.80
					Total Displayed =	65.80
**** MARI COLE REIMB	08/12/03	08/28/03	31.22	COUNTY ATTORNEY	OFFICE SUPPLIES	31.22
					Total Displayed =	<del>31.22</del> 14.99
**** MRS BAIRD 01	08/12/03	08/28/03	87.00	SHERIFF & JAIL	PRISONER FOOD	87.00
					Total Displayed =	87.00
**** MELBA WILEY REIMB	08/15/03	08/28/03	41.28	DISTRICT CLERK	SEMINAR EXPENSE	41.28
					Total Displayed =	41.28
**** NACU CLEARING ACCOUNT DEF COMP	08/15/03	08/15/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
					Total Displayed =	10.00

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INVOICE	INV-Date	DUPLICATE	INV \$	Department	Line Item	Pay \$
***** NATIONAL ELEVATOR INSP SVC						
222383	07/29/03	08/28/03	237.50	MAINTENANCE	BLDG. MAINT	237.50
						Total Displayed = 237.50
***** OFFICE DEPOT						
213371715	08/11/03	08/28/03	48.09	COUNTY COURT/CLERK	OFFICE SUPPLIES	48.09
213320460	08/12/03	08/28/03	44.33	REGISTRATION OFFICE	OFFICE SUPPLIES	44.33
213717607	08/13/03	08/28/03	371.40	REGISTRATION OFFICE	OFFICE EQUIPMENT	371.40
213534175	08/14/03	08/28/03	-73.86	COUNTY ATTORNEY	OFFICE SUPPLIES	-73.86
213584843	08/14/03	08/28/03	23.40	JUSTICE PEACE	OFFICE SUPPLIES	23.40
213584844	08/13/03	08/28/03	28.82	JUSTICE PEACE	OFFICE SUPPLIES	28.82
213936468	08/18/03	08/28/03	11.50	COUNTY COURT/CLERK	OFFICE SUPPLIES	11.50
						Total Displayed = 453.68
***** PRICE FORD-LINCOLN-MERCURY						
28327	08/19/03	08/28/03	84.02	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	84.02
28410	08/25/03	08/28/03	84.02	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	84.02
						Total Displayed = 168.04
***** PUTIS FEED STORE						
2856	08/22/03	08/28/03	23.94	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	23.94
						Total Displayed = 23.94
***** PIZZA PRO OF EMERY						
XX	08/21/03	08/28/03	42.46	8TH DISTRICT COURT	DIST TRIAL EXPENSE	42.46
						Total Displayed = 42.46
***** QUILL CORPORATION						
3016586	08/08/03	08/28/03	15.81	COUNTY ATTORNEY	OFFICE SUPPLIES	15.81
2795730	07/29/03	08/28/03	35.25	COUNTY ATTORNEY	OFFICE SUPPLIES	35.25
						Total Displayed = 51.06
***** QUALIFIED EMPLOYMENT SERVICE, IN						
12661	08/04/03	08/28/03	407.16	NON-DEPARTMENTAL	SALARIES	407.16
12671	08/11/03	08/28/03	386.28	NON-DEPARTMENTAL	SALARIES	386.28
12683	08/18/03	08/28/03	417.60	NON-DEPARTMENTAL	SALARIES	417.60
12695	08/25/03	08/28/03	433.26	NON-DEPARTMENTAL	SALARIES	433.26
						Total Displayed = 1644.30
***** RAINO COUNTY LEADER						
1437	08/12/03	08/28/03	80.70	NON-DEPARTMENTAL	PUBLICATIONS	80.70
1435	08/05/03	08/28/03	51.00	NON-DEPARTMENTAL	PUBLICATIONS	51.00
1328	07/29/03	08/28/03	36.60	NON-DEPARTMENTAL	PUBLICATIONS	36.60
1314	07/15/03	08/28/03	69.60	NON-DEPARTMENTAL	PUBLICATIONS	69.60
1327	07/29/03	08/28/03	111.00	NON-DEPARTMENTAL	PUBLICATIONS	111.00
1320	07/22/03	08/28/03	45.60	NON-DEPARTMENTAL	PUBLICATIONS	45.60
1325	07/22/03	08/28/03	140.00	NON-DEPARTMENTAL	PUBLICATIONS	140.00
1316	07/02/03	08/28/03	41.40	NON-DEPARTMENTAL	PUBLICATIONS	41.40
						Total Displayed = 575.90
***** ROLAND FERGUSON, ATTY						
3642-A	08/15/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3586-A	08/15/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3906-A	08/15/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3720-A	08/15/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00

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INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
0710-A	08/15/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
184-J	08/15/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3899.3900A	08/13/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3901.3902A	08/13/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3764-R	08/21/03	08/28/03	2000.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	2000.00
Total Displayed =						4150.00
***** RAINS FAMILY HEALTHCARE						
022797-02	07/30/03	08/28/03	22.64	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.64
022797-02	07/17/03	08/28/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
022797-02	08/04/03	08/28/03	22.64	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.64
022797-02	08/01/03	08/28/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
022797-02	07/25/03	08/28/03	22.64	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.64
022797-02	07/17/03	08/28/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
022797-02	07/28/03	08/28/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
022797-02	07/28/03	08/28/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
022797-02	07/28/03	08/28/03	22.64	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.64
Total Displayed =						226.96
***** REGAL OFFICE EQUIPMENT						
65688	08/25/03	08/28/03	51.36	SHERIFF & JAIL	OFFICE SUPPLIES	51.36
Total Displayed =						51.36
***** RELIABLE OFFICE SUPPLIES						
YOF33801	08/07/03	08/28/03	146.38	SHERIFF & JAIL	OFFICE SUPPLIES	146.38
YOF33800	08/07/03	08/28/03	328.10	SHERIFF & JAIL	OFFICE SUPPLIES	328.10
Total Displayed =						474.48
***** RODNEY SMITH						
REIMB CELL	08/28/03	08/28/03	42.50	PREC #4 COMMISSIONER	TELEPHONE	42.50
Total Displayed =						42.50
***** ROBERT VITTON						
REIMB	08/08/03	08/28/03	24.87	COUNTY ATTORNEY	OFFICE SUPPLIES	24.87
Total Displayed =						24.87
***** SURGICAL ASSOCIATES						
8001	07/29/03	08/28/03	55.10	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	55.10
Total Displayed =						55.10
***** SYSCO FOOD SERVICES, INC						
308140593	08/14/03	08/28/03	637.38	SHERIFF & JAIL	PRISONER FOOD	637.38
308140593	08/14/03	08/28/03	101.56	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	101.56
308140593	08/14/03	08/28/03	74.90	SHERIFF & JAIL	PRISONER SUPPLIES	74.90
308210923	08/21/03	08/28/03	78.27	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	78.27
308210923	08/21/03	08/28/03	89.98	SHERIFF & JAIL	PRISONER SUPPLIES	89.98
308210923	08/21/03	08/28/03	894.71	SHERIFF & JAIL	PRISONER FOOD	894.71
Total Displayed =						1876.80
***** SCOTT-MERRIMAN, INC						
22611	08/15/03	08/28/03	278.84	COUNTY COURT/CLERK	EQUIPMENT MAINT	278.84
Total Displayed =						278.84
***** SPRINT PCS						
SHERIFF	08/17/03	08/28/03	312.87	SHERIFF & JAIL	TELEPHONE	312.87
Total Displayed =						312.87

INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** SMITH RENTAL, INC						
17569	08/21/03	08/28/03	83.90	MAINTENANCE	BLDG. MAINT	83.90
						Total Displayed = 83.90
***** THE COMPUTER MAN						
20030518	08/20/03	08/28/03	214.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	214.95
20030526	08/20/03	08/28/03	119.98	JUSTICE PEACE	EQUIPMENT MAINT	119.98
20030515	08/20/03	08/28/03	60.00	PUBLIC LIBRARY	EQUIPMENT MAINT	60.00
20030525	08/20/03	08/28/03	60.00	COUNTY JUDGE	EQUIPMENT MAINT	60.00
						Total Displayed = 454.93
***** TEXAS COMM UN ENVIRONMENTAL QUALI						
WTR0020773	08/28/03	08/28/03	90.00	NON-DEPARTMENTAL	TNRCC	90.00
						Total Displayed = 90.00
***** TX DEPT OF LICENSING & REGULATIO						
XX	07/18/03	08/26/03	75.00	MAINTENANCE	BLDG. MAINT	75.00
						Total Displayed = 75.00
***** TXU GAS						
LIBRARY	08/07/03	08/28/03	12.82	PUBLIC LIBRARY	UTILITIES	12.82
						Total Displayed = 12.82
***** U S POST OFFICE						
POSTAGE	08/28/03	08/28/03	37.00	PUBLIC LIBRARY	POSTAGE	37.00
						Total Displayed = 37.00
***** VERIZON						
DPS	08/04/03	08/28/03	38.68	JUSTICE PEACE	TELEPHONE	38.68
PLO-0014	08/10/03	08/28/03	1.56	COUNTY JUDGE	TELEPHONE	1.56
P&M	08/13/03	08/28/03	60.77	JUSTICE PEACE	TELEPHONE	60.77
LIBRARY	08/07/03	08/28/03	30.40	PUBLIC LIBRARY	TELEPHONE	30.40
						Total Displayed = 131.41
***** VIRGIL MCENTURFF						
REIMB CELL	08/28/03	08/28/03	42.50	PREC #1 COMMISSIONER	TELEPHONE	42.50
						Total Displayed = 42.50
***** VIKING OFFICE PRODUCTS						
88549	08/19/03	08/28/03	119.37	COUNTY AGENT	OFFICE SUPPLIES	119.37
						Total Displayed = 119.37
***** WILSON-ORNOCKY FUNERAL HOME						
XX	08/09/03	08/28/03	300.00	JUSTICE PEACE	AUTOPSY EXPENSE	300.00
						Total Displayed = 300.00
***** WALMART COMMUNITY SRC						
6215	07/15/03	08/28/03	10.76	SHERIFF & JAIL	OFFICE SUPPLIES	10.76
3598	07/31/03	08/28/03	11.50	SHERIFF & JAIL	OFFICE SUPPLIES	11.50
3598	07/31/03	08/28/03	57.82	SHERIFF & JAIL	PRISONER SUPPLIES	57.82
5573	08/12/03	08/28/03	22.20	SHERIFF & JAIL	PRISONER SUPPLIES	22.20
6741	08/03/03	08/28/03	27.12	SHERIFF & JAIL	PRISONER FOOD	27.12
5573	08/12/03	08/28/03	98.23	SHERIFF & JAIL	PRISONER FOOD	98.23
8007	08/02/03	08/28/03	29.38	SHERIFF & JAIL	PRISONER FOOD	29.38
3598	07/31/03	08/28/03	27.97	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	27.97

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
5573	08/12/03	08/28/03	48.05	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	48.05
9912	07/22/03	08/28/03	14.86	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	14.86
4161	07/22/03	08/28/03	496.00	SHERIFF & JAIL	EQUIPMENT	496.00
9253	07/26/03	08/28/03	12.09	SHERIFF & JAIL	PRISONER HEALTH	12.09
Total Displayed =						355.98
***** WILSON HEATING & AIR COND						
8906	08/18/03	08/28/03	5.37	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	5.37
8914	08/25/03	08/28/03	68.00	MAINTENANCE	BLDG. MAINT	68.00
Total Displayed =						73.37
***** WILLIAM H MCDOWELL, ATTY						
3789-A	08/15/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3875-A	08/20/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3719-A	08/20/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3908-3909A	08/20/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3698-A	08/20/03	08/28/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3878-3880A	08/20/03	08/28/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
Total Displayed =						1650.00
***** WAL MART BUSINESS						
6789	07/08/03	08/28/03	123.78	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	123.78
Total Displayed =						123.78
***** XEROX CORPORATION						
97358982	08/21/03	08/28/03	71.00	COUNTY AGENT	COPIER LEASE	71.00
Total Displayed =						71.00

Grand total of Displayed \$ 55685.68

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FUND	DESCRIPTION	TOTAL	VOL.	PAGE
002	GENERAL FUND	49217.54	039	0328
010	UNIV ROAD & BRIDGE	5490.53		
034	PUBLIC LIBRARY	965.01		
038	LAW LIBRARY FUND	15.00		
TOTAL ALL FUNDS:		55685.68		

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# COUNTY OF RAINS

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100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



August 28, 2003  
Expense Report Date

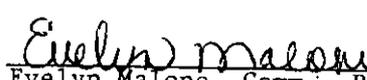
SUBJECT: Payment of County Invoices/Warrants

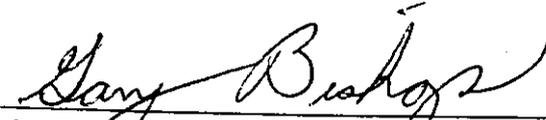
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

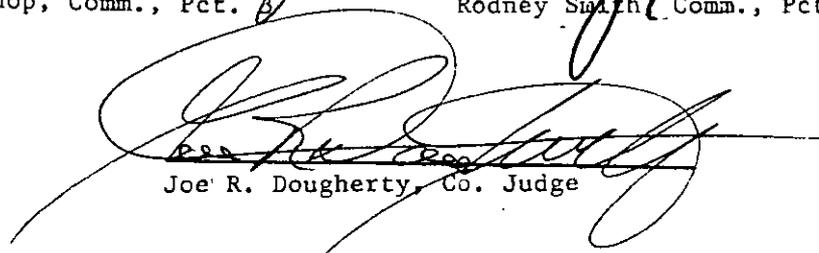
Signed this 28th of August 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge

BUDGET AMENDMENTS

Date: Aug. 28, 2003

Honorable Commissioners Court of Rains County:

I would like to request the following amendments to the departmental budget:

	<u>FUND</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM:			
TO:	Public Library	Loan Star Grant	1969.00
REASON: Set up new line item in revenue and expenditures for grant.			

FROM:

TO:

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

*Linda Hallam*  
 Attest: County Clerk

*Terese A. Hart*  
 County Treasurer

*[Signature]*  
 Approved by Commissioners Court



# Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 30, 2003

The Honorable Joe Ray Dougherty  
Judge of Rains County  
P.O. Box 158  
Emory, TX 75440

*Commissioner*  
*David Linzey*  
*7/2/03*  
VTR-270  
**RECEIVED**  
JUL 02 2003

Re: Imposition of Extra Fees

Dear Judge Dougherty:

Chapter 502 of the Transportation Code, relating to the registration of vehicles, gives counties the option of imposing, in addition to the registration fee, two extra fees.

The provisions of Section 502.172 permit a County Road and Bridge Fee in an amount that does not exceed \$10.00 for each vehicle registered in the county. An extra fee in the amount not to exceed \$1.50 for each vehicle registered in the county is available under the provisions of Section 502.173 establishing a Child Safety Fund Fee. However, vehicles registered with certain plates are exempt from one or both provisions.

*Agenda*  
*7/2/03*  
*[Signature]*

The Commissioners Court sets the amount of both optional fees. Counties are statutorily required to notify the department of their intent by Commissioners Court Order if you change or add fees. The notification deadline for the County Road and Bridge Fee is September 1 of each year. The deadline for notification of the Child Safety Fund Fee is September 10 of each year.

Please complete the attachment on the imposition of extra fees for calendar year 2004. If your response indicates a change in fee or adds a fee, we request that the original court order be mailed and postmarked no later than August 22. We have also included a fee chart, which indicates what extra fee(s) your county currently collects. If not changing or adding a fee, you need only complete the attached document and return.

A postage paid self-addressed envelope is enclosed for your convenience. Any questions you may have regarding this matter may be directed to David Linzey, Director of Headquarter Operations, at 512/465-7719 or Judy Thorp, Customer Information Services Branch Manager at 512/465-7620. Thank you very much for your timely response.

Sincerely,

*Jerry Dike*

Jerry L. Dike, Director  
Vehicle Titles and Registration Division

Enclosures

cc: County Tax Assessor-Collector



# Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

## Imposition of Extra Fees Calendar Year 2004

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2004 (January 1 through December 31, 2004) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2004, **Rains** County will:

1. Retain the current fees of \$ 10.00 (no court order required).
2. Impose a new County Road and Bridge Fee of \$ \_\_\_\_\_  
(Court order required prior to September 1)
3. Impose a new Child Safety Fund Fee of \$ \_\_\_\_\_  
(Court order required prior to September 10)
4. Discontinue the County Road and Bridge Fee of \$ \_\_\_\_\_  
(Court order required prior to September 1)
5. Discontinue the Child Safety Fund Fee of \$ \_\_\_\_\_  
(Court order required prior to September 1)
6. Impose TOTAL fees of \$ \_\_\_\_\_.

If you indicate that action will be taken as stated in 2, 3, 4, and/or 5 above, please submit a County Commissioner's Court Order to that effect prior to the applicable statutory date shown above.

Please return your county's intentions for calendar year 2004 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response (512/465-3034) will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original order be mailed to us no later than the date indicated above.

# SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2003

EXPIRES December 31, 2003

## STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee highlighted in red on your renewal notice includes the extra fees if applicable. Please enclose an additional \$1.00 for handling when registering by mail. \*\*Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees.\*\*

Anderson \$10	Brazos \$11.50	Cochran \$10	Delta \$10	Franklin \$10	Harris \$11.50	Jeff Davis \$10	Lee \$10	Midland \$10	Parmer \$10	San Patricio \$10	Tom Green \$10	Williamson \$11.50
Andrews \$5	Brewster \$10	Coke \$10	Denton \$10	Freestone \$10	Harrison \$10	Jefferson \$10	Leon \$10	Milam \$10	Polk \$11.50	San Saba \$10	Travis \$11.50	Wilson \$10
Angelina \$10	Briscoe \$10	Coleman \$10	DeWitt \$10	Frio \$11.50	Hartley \$10	Jm Hogg \$10	Liberty \$10	Mills \$10	Potter \$10	Schleicher \$10	Trinity \$11.50	Winkler \$7.50
Aransas \$10	Brooks \$10	Collin \$10	Dimmit \$11.50	Galveston \$10	Haskell \$10	Jm We's \$11.50	Limestone \$10	Mitchel \$5	Presidio \$10	Scurry \$10	Tyler \$10	Wise \$10
Archer \$5	Brown \$10	CoCingsworth \$10	Donley \$10	Garza \$5	Hays \$10	Johnson \$10	Lipscomb \$10	Montague \$10	Rains \$10	Shackelford \$10	Upshur \$10	Wood \$10
Armstrong \$5	Burton \$10	Colorado \$10	Duval \$10	Gilespe \$11.50	Henderson \$10	Jones \$10	Live Oak \$10	Moore \$10	Randall \$10	Shelby \$10	Upton \$5	Yoakum \$5
Atascosa \$10	Burnet \$10	Comal \$11.50	Eastland \$10	Goliad \$10	Hidalgo \$10	Karnes \$10	Llano \$10.75	More \$10	Reagan \$5	Sherman \$10	Uvalde \$10	Young \$10
Austin \$10	Caldwell \$10	Comanche \$10	Ector \$10	Gonzales \$7.50	Hill \$10	Kaufman \$10	Lubbock \$10	Morris \$10	Real \$10	Smith \$10	Vai Verde \$10	Zapala \$5
Bailey \$10	Calhoun \$8	Concho \$10	Edwards \$10	Gray \$10	Hockley \$10	Kendall \$11	Lynn \$10	Motley \$10	Red River \$10	Starr \$10	Van Zandt \$10	Zavala \$10
Bandera \$10	Callahan \$10	Cooke \$10	Ellis \$10	Grayson \$10	Hood \$10	Kerr \$10	Madison \$10	Nacogdoches \$10	Reeves \$5	Stephens \$10	Victoria \$10	
Bastrop \$10	Cameron \$10	Coryell \$10	El Paso \$10	Gregg \$10	Hopkins \$10	Kimble \$10	Marion \$5	Navarro \$10	Refugio \$10	Stonewall \$10	Walker \$10	
Baylor \$10	Camp \$10	Cottle \$10	Erath \$10	Gaines \$10	Houston \$10	Kinney \$10	Martin \$5	Newton \$5	Roberts \$5	Sutton \$10	Waller \$10	
Bee \$10	Carson \$5	Crockett \$5	Falls \$10	Guadalupe \$10	Howard \$10	Kleberg \$10	Mason \$10	Nolan \$10	Robertson \$10	Swisher \$10	Washington \$10	
Bel \$11.50	Cass \$10	Crosby \$10	Fannin \$10	Hale \$10	Hunt \$10	Knox \$10	Matagorda \$10	Nueces \$10	Rockwall \$10	Tarrant \$10	Webb \$11.50	
Bexar \$11.50	Castro \$10	Cutberson \$10	Fayette \$10	Hall \$10	Hutchinson \$5	Lamar \$10	Maverick \$11	Ochiltree \$10	Rockwall \$10	Tarrant \$10	Webb \$11.50	
Blanco \$11.50	Chambers \$10	Dallam \$10	Fisher \$10	Hamilton \$10	Irion \$5	Lamb \$10	McCulloch \$10	Oldham \$10	Runnels \$10	Taylor \$10	Wharton \$10	
Bosque \$10	Cherokee \$10	Dallas \$10	Floyd \$10	Hansford \$10	Jack \$10	Lampasas \$10	McLennan \$10	Orange \$10	Rusk \$10	Terrill \$5	Wheeler \$5	
Bowie \$10	Childress \$10	Dawson \$10	Foard \$10	Hardeman \$10	Jack \$10	La Salle \$10	Medina \$10	Palo Pinto \$10	Sabine \$10	Terry \$10	Wichita \$10	
Brazoria \$5	Clay \$10	Deaf Smith \$10	Fort Bend \$10	Hardin \$10	Jasper \$5	Lavaca \$10	Menard \$10	Parker \$10	San Antonio \$11.50	Throckmorton \$5	Wilbarger \$10	
									San Jacinto \$11.50	Titus \$10	Wilfacy \$10	

## PASSENGER CARS

The annual license fee for a passenger car, city bus, or private bus shall be based on the manufacturer's model year or weight in pounds, as the case might be, of the vehicle as follows:

MODEL YEAR OR WEIGHT IN POUNDS	FEE
1997 AND OLDER MODELS	\$40.80
1998, 1999, and 2000 MODELS	\$50.80
2001 AND NEWER MODELS	\$58.80
6,001 LBS. AND OVER	\$25.00 PLUS 60¢ CWT PLUS 30¢

The weight of any passenger car for purposes of registration shall be the weight generally accepted as its correct shipping weight plus one hundred pounds. "Passenger Car" as defined by law means any motor vehicle other than a motorcycle, or a bus transporting persons for compensation or hire, designed or used primarily for the transportation of persons.

## MOTORCYCLES AND MOPEDS

Fee to be Collected for the Registration of Motorcycles and Mopeds - Annual Fee \$30.30

## LIGHT TRUCKS

### MANUFACTURER'S RATED CARRYING CAPACITY OF ONE TON OR LESS

The annual license fee for the registration of a light truck with a manufacturer's rated carrying capacity of one ton or less shall be based upon the gross weight of the vehicle as outlined in the chart below.

The term "Gross Weight" is the actual weight of the vehicle fully equipped with body and other equipment, as certified by any official public Weigher or any License and Weight Inspector of the Department of Public Safety, plus its net carrying capacity. "Net carrying capacity" of any vehicle shall be the weight of the heaviest net load to be carried on the vehicle being registered, provided said net carrying capacity shall in no case be less than the manufacturer's rated carrying capacity.

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	\$
901 - 1000	29.70
1001 - 1100	30.14
1101 - 1200	30.58
1201 - 1300	31.02
1301 - 1400	31.46
1401 - 1500	31.90
1501 - 1600	32.34
1601 - 1700	32.78
1701 - 1800	33.22
1801 - 1900	33.66
1901 - 2000	34.10
2001 - 2100	34.54
2101 - 2200	34.98
2201 - 2300	35.42
2301 - 2400	35.86
2401 - 2500	36.30

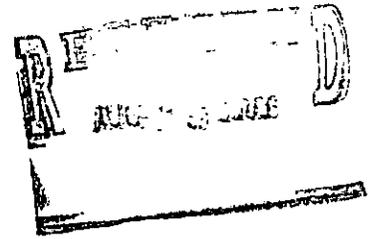
Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	\$
2501 - 2600	36.74
2601 - 2700	37.18
2701 - 2800	37.62
2801 - 2900	38.06
2901 - 3000	38.50
3001 - 3100	38.94
3101 - 3200	39.38
3201 - 3300	39.82
3301 - 3400	40.26
3401 - 3500	40.70
3501 - 3600	41.14
3501 - 3700	41.58
3701 - 3800	42.02
3801 - 3900	42.46
3901 - 4000	42.90

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	\$
4001 - 4100	43.34
4101 - 4200	43.78
4201 - 4300	44.22
4301 - 4400	44.66
4401 - 4500	45.10
4501 - 4600	45.54
4601 - 4700	45.98
4701 - 4800	46.42
4801 - 4900	46.86
4901 - 5000	47.30
5001 - 5100	47.74
5101 - 5200	48.18
5201 - 5300	48.62
5301 - 5400	49.06
5401 - 5500	49.50
5501 - 5600	49.94
5601 - 5700	50.38
5701 - 5800	50.82
5801 - 5900	51.26
5901 - 6000	51.70

Gross Weight	ANNUAL FEE
Rate Per Cwt. \$0.0495	\$
6001 - 6100	55.50
6101 - 6200	55.99
6201 - 6300	56.49
6301 - 6400	56.98
6401 - 6500	57.48
6501 - 6600	57.97
6601 - 6700	58.47
6701 - 6800	58.96
6801 - 6900	59.46
6901 - 7000	59.95
7001 - 7100	60.45
7101 - 7200	60.94
7201 - 7300	61.44
7301 - 7400	61.93
7401 - 7500	62.43
7501 - 7600	62.92
7601 - 7700	63.42
7701 - 7800	63.91
7801 - 7900	64.41
7901 - 8000	64.90



Rains County Appraisal District  
PO Box 70  
Emory TX 75440  
903-473-2391  
FAX 903-473-4040



August 15, 2003

Mr Joe Dougherty  
County Judge  
Rains County  
PO Box 158 Emory TX 75440

Dear Mr Dougherty:

Enclosed is the Budget that was approved at the August 14, 2003, Board of Directors meeting.

In accordance with Section 6.06 of the Texas Property Tax Code each taxing unit has thirty (30) days from this date to approve or veto the approved budget. The budget will be adopted on September 15, 2003, at the regular Board of Directors meeting if the majority of the taxing units approve the budget.

If you have any questions please feel free to contact me at 903-473-2391.

Respectfully

Handwritten signature of Carrol Houllis in cursive script.

Carrol Houllis  
Chief Appraiser

RAINS COUNTY APPRAISAL DISTRICT  
 2004 APPROVED BUDGET  
 JANUARY 1, 2004 - DECEMBER 31, 2004

	2004 Proposed	2004 Appraisal	2004 Collection
Salaries			
Chief Appraiser	40,880.00	32,704.00	8,176.00
Senior Appraiser	26,261.00	26,261.00	
Cartographer	25,886.00	25,886.00	
Administrative Assistant	24,000.00	19,200.00	4,800.00
Collector	20,188.00	20,188.00	
Research/Data Entry	21,424.00	17,140.00	4,284.00
Appraiser	18,200.00	18,200.00	
Temp/Ind Cont/ OT	1,500.00	1,500.00	
Subtotal	<u>178,339.00</u>	<u>161,079.00</u>	<u>17,260.00</u>
Human Resources	35,282.00	30,626.00	4,656.00
Workmans Comp	700.00	560.00	140.00
Unemployment	1,000.00	800.00	200.00
Retirement	11,800.00	10,700.00	1,100.00
Medicare	2,690.00	2,152.00	538.00
Disabilitiy	1,900.00	1,520.00	380.00
Subtotal	<u>53,372.00</u>	<u>46,358.00</u>	<u>7,014.00</u>

**RAINS COUNTY APPRAISAL DISTRICT**  
**2004 APPROVED BUDGET**  
**JANUARY 1, 2004 - DECEMBER 31, 2004**

	2004 Proposed	2004 Appraisal	2004 Collection
<b>Administration:</b>			
BOD Expenses	450.00	450.00	
ARB Expenses	4,500.00	3,500.00	1,000.00
Legal Notices	800.00	560.00	240.00
Prof. Liability Ins.	1,000.00	1,000.00	
Bond Premium	700.00		700.00
Liability Insurance	700.00	700.00	
Banking Misc	100.00	50.00	50.00
Contingency Fund	5,000.00	5,000.00	
Insurance Contents			
Subtotal	13,250.00	11,260.00	1,990.00
<b>Building CAD Office</b>			
Property Insurance	2,000.00	2,000.00	
Electric Bill	4,200.00	4,200.00	
Nat. Gas Bill	600.00	600.00	
Water/Sewer	1,500.00	1,500.00	
Telephone	5,000.00	5,000.00	
Bldg/Grounds Maint	3,000.00	3,000.00	
Janitorial Svc & Supply	2,850.00	2,850.00	
Subtotal	19,150.00	19,150.00	
<b>Outside Services</b>			
Annual Audit	3,400.00	2,380.00	1,020.00
Legal/Prof. Services	50,000.00	50,000.00	
Appraisal Engineers	12,000.00	12,000.00	
Deed Reporting	2,000.00	2,000.00	
Equip Maintenance	3,600.00	3,600.00	
Informix Support/Ardent	1,200.00	1,200.00	
Reappraisal Service	0.00	0.00	
Subtotal	72,200.00	71,180.00	1,020.00

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**RAINS COUNTY APPRAISAL DISTRICT  
2004 APPROVED BUDGET  
JANUARY 1, 2004 - DECEMBER 31, 2004**

	2004 Proposed	2004 Appraisal	2004 Collection
<b>Training-Educational Professional</b>			
Books & Subscriptions	1,000.00	1,000.00	
Professional Dues	900.00	450.00	450.00
Education Expenses	5,000.00	3,500.00	1,500.00
Subtotal	6,900.00	4,950.00	1,950.00
<b>Operational Expenses</b>			
Office Supplies	3,200.00	1,600.00	1,600.00
Equip/Furniture	2,600.00	2,600.00	
Postage	12,000.00	6,000.00	6,000.00
Film Processing	0.00	0.00	
Misc Supplies	500.00	500.00	
Printing	3,950.00	2,765.00	1,185.00
Comp. Software Maint	26,000.00	18,200.00	7,800.00
Map Equip / Software	6,400.00	6,400.00	
Appraiser Veh. Expense	13,420.00	13,420.00	
Mineral conversion	1,900.00	950.00	950.00
Mileage Expense	1,000.00	500.00	500.00
Y2K Unforeseen Exp	0.00	0.00	0.00
Subtotal	70,970.00	52,935.00	18,035.00
<b>Budget Summary</b>			
Salaries	178,339.00	161,079.00	17,260.00
Human Resources	53,372.00	46,358.00	7,014.00
Administration	13,250.00	11,260.00	1,990.00
Building Office	19,150.00	19,150.00	0.00
Outside Services	72,200.00	71,180.00	1,020.00
Training & Education	6,900.00	4,950.00	1,950.00
Operational Expenses	70,970.00	52,935.00	18,035.00
Grand Total	414,181.00	366,912.00	47,269.00

RAINS COUNTY APPRIASAL DISTRICT  
 2004 APPROVED BUDGET  
 JANUARY 1, 2004 - DECEMBER 31, 2004

Appraisal Budget

Allocation

Entitiy	2002 Levy	% of Levy	Budget	Allocation
Rains ISD	4,290,682.66	0.63088	366,912.00	231,476.89
Rains County	2,105,180.46	0.30953	366,912.00	113,571.82
Emergency Svc. Dist.	219,498.97	0.03227	366,912.00	11,841.69
City of East Tawakoni	60,106.73	0.00884	366,912.00	3,242.68
City of Emory	79,456.54	0.01168	366,912.00	4,286.58
City of Point	29,877.32	0.00439	366,912.00	1,611.84
Miller Grove ISD	16,321.05	0.00240	366,912.00	880.50
Total	6,801,123.73	1.00		366,912.00

Collection Budget  
 Allocation

Entitiy	Parcel Count	Collection budget 47,269 divided by Number of parcels 44,025 equal 1.0736	
City of Point	502	1.07360	538.95
City of Emory	845	1.07360	907.19
City of East Tawakoni	1,278	1.07360	1,372.06
Miller Grove ISD	56	1.07360	60.12
Emerg. Fire Dist	13,976	1.07360	15,004.63
Rains ISD	13,392	1.07360	14,377.65
Rains County	13,976	1.07360	15,004.63
	<u>44,025</u>	<u>1.07360</u>	<u>47,265.24</u>

**PROPOSED FEE INCREASE  
FOR PRESERVATION AND RESTORATION  
OF ARCHIVED RECORDS**

**PRESENTED BY**

**LINDA WALLACE, COUNTY CLERK  
RAINS COUNTY, TEXAS**

**SEPTEMBER 3, 2003**

**EXECUTIVE SUMMARY**

The County Clerk's Office wants to take advantage of new legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerk's Office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no costs to the County, these records can be preserved by adding an archive fee to cover the costs of scanning the paper based documents. In addition, to preserving the documents, the images can improve customer service.

Additionally, these records can be restored and preserved, to prevent the records from further deterioration. Several records in the office are not preserved by any other format other than paper.

**Introduction**

Currently, Counties adjacent to international borders have the ability to charge a records archive fee not to exceed \$5.00 for the recording or filing of public documents in county clerk's offices. SB 1731 removes "adjacent to international borders" restriction and opens the fee to all Texas counties. SB 1731 provides for a fee not to exceed \$5.00 to be imposed for recording or filing public documents in county clerk's offices in any county for the purpose of preserving, restoring, and managing county records.

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. This new legislation is designed to target archived records.

This bill authorizes the Commissioners' Court to adopt a records archive fee as part of the county's annual budget. If the provisions of SB 1731 are implemented, the county will experience a revenue gain. This additional revenue will be dedicated to helping county clerks focus on preserving older records.

The effective date of this Act is September 1, 2003 and expires September 1, 2008.

SB 1731

8(R) SB 1731 - Enrolled version - Bill Text

## S. B. No 1731

relating to fees imposed by certain counties for the preservation, restoration, and management of certain county records.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (e), Section 118.011, Local Government Code, as added by Chapter 794, Acts of the 77<sup>th</sup> Legislature, Regular Session, 2001, is amended to read as follows:

(e) The County clerk of a county [adjacent to an international boundary] shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee

(Sec. 118.015) not more than \$5

SECTION 2. The heading to Section 118.025, Local Government Code, is amended to read as follows:

Sec. 118.025. COUNTY CLERK'S RECORDS ARCHIVE [IN BORDER COUNTY].

SECTION 3. Subsection (b), Section 118.025, Local Government Code, is amended to read as follows:

(b) The commissioners court of a county [that is adjacent to an international boundary] may adopt a records archive fee under Section 118.011(e) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(e) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

SECTION 4. This Act takes effect September 1, 2003.

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President of the Senate

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Speaker of the House

I hereby certify that S. B. No. 1731 passed the Senate on May 15, 2003, by the following vote: Yeas 31, Nays 0.

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Secretary of the Senate

I hereby certify that S. B. No. 1731 passed the House on May 28, 2003, by a non-record vote.

**Steps to Implement**

Prepare Archive Plan  
 Publish Notice of Public Hearing in Newspaper  
 Public Hearing  
 Commissioner's Court Approval  
 Post Notice of Fee in a conspicuous place

**Projected Revenue**

New legislation is open for interpretation. Court records are currently being reviewed to determine if those filings fall under SB 1731.

Document Type	Documents Subject to Fee	Revenue at \$5.00
Real Records	3500	\$17,500.00
Civil	22	110.00
Probate	35	175.00
Criminal	<u>350</u>	<u>1,750.00</u>
Total	3907	19,535.00

Fiscal Year 2003 - 2004

Scan approximately 60 volumes of records and import images for personal computer lookup and save images on CD for off-site storage. Revenue collected and not extended to the fiscal year will be carried forward and used on other archive projects. Each book and page will be accessible by book and page lookup on computer. This will reduce the need for clerks to handle heavy record books to make copies and easier retrieval.

**COMMISSIONERS' COURT  
Rains County**

VOL. **039** PAGE **0343**

**Notice of Open Meeting  
Regular Session  
Rains County Courthouse Annex, Emory, Texas  
September 11, 2003, 9:00a.m.**

**OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)**

**ACTIONABLE AGENDA  
Discuss and take necessary action on the following items:**

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

- 1. 1A Road & Bridge Department
  - 144 a.) Status of roads & bridges for Rains County. (Jones)
  - 178 b.) Approve Road & Bridge Department to enter private property owned by Maurice Bryant due to drainage of county road. (Malone)
  - 1A c.) Consider maintenance of a road along the Ivy/Garrett survey in Precinct 3. (Bishop)
  - 324 d.) Open sealed bids for Road and Bridge materials. (Court)
- 68 2. 156 Litter Abatement & On Site Sewage Facility Reports. (Roland)
  - a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

- 7B 1. 173 Payment of accounts.
- 2. NA Line item transfers, if applicable.
- 3. NA Budget amendments, if applicable.
- 4. 208 Treasurer's Monthly/Quarterly Reports. (Northcutt)
- 5. 257 Minutes of previous Commissioners Court meetings.
- 6. NA District Clerk monthly report. (Traylor)
- 7. NA County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-CO JNTY JUDGE**

- 1. NA Update of SB-7, Indigent Defense

(Section 3 Continued)

2. NA County Wide Emergency Management Plan

- a.) Joint resolution with Rains County & the cities of East Tawakoni, Emory, & Point establishing joint procedures for Emergency Management & Hazardous Mitigation Plans.

3. NA Budget

4. NA Subdivision Regulations

COMMISSIONER VIRGIL MCENTURFF-PCT. 1

5. NA Setting of rates and collection procedures for all county fees.

- a.) County Clerk Fees (Wallace)
- b.) District Clerk Fees (Traylor)
- c.) Justice of the Peace Fees (Smith)
- d.) Sheriff Fees (Wilson)
- e.) Constable Fees (Lockett)

6. NA Records Management

7. NA Records Preservation

COMMISSIONER EVELYN MALONE-PCT. 2

8. NA Personnel Policy and Procedures (County Wide)

9. NA GASB-34

10. NA Hazardous Mitigation

11. NA Home Land Security

COMMISSIONER GARY BISHOP-PCT. 3

12. NA Safety Coordinator (County Wide)

- a.) NA Ground Safety Reports.
- b.) NA DOT Inspections.

13. NA Courthouse Renovation

- a.) Lighting and location of the Veterans Memorial flag pole and new flag poles at the courthouse.

14. NA Facilities Maintenance

- a.) Courthouse security.

COMMISSIONER RODNEY SMITH-PCT. 4

15. NA LAN Implementation

16. NA County Computer Networking System

- a.) NA Hardware & Software

(Section 3 Continued)

- 1.)      Purchases & installation of hardware & software for network.
- b.)      Wiring of Facilities
- 17 NA County Website Update & Expansion

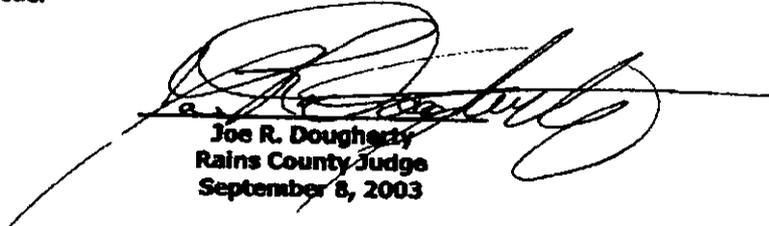
**SECTION IV.  
GENERAL COURT ITEMS**

- 1 007 <sup>RB</sup> Nominate candidates to serve on the Rains County Tax Appraisal District Board of Directors. (Judge)
- 2      <sup>2A</sup> Approve amendment to the bylaws of the Rains County Tourism Distribution Board. (Judge)
- 3 037 <sup>2A</sup> Interlocal Agreement between County Commissioners Courts of Smith, Wood, Henderson, Van Zandt, Rains Counties and the Andrews Center. (Judge)
- 4      <sup>2A</sup> Consider FY 2003 Operating Budget for the Andrews Center, staff salaries by position, and chief executive officer's compensation and benefits and the Annual Financial and Compliance Report for the Year ended August 31, 2002. (Judge)
- 5 091 <sup>2A</sup> Hockley County Land. (McEnturff)
- 6 177 <sup>2A</sup> Workshop regarding Personnel Policy and Procedures. (Malone)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
September 8, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**SEPTEMBER 11, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENEED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 11TH DAY OF SEPTEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, SEPTEMBER 11, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:05 A.M. ON THURSDAY, THE 11TH DAY OF SEPTEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

WITH COMMISSIONER RODNEY SMITH BEING ABSENT, THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

JUDGE JOE RAY DOUGHERTY READ A PROCLAMATION FROM PRESIDENT GEORGE W. BUSH FOR PATRIOT DAY, 2003<sup>1</sup>.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 144 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>2</sup>.

I. 1.b. Tape 1A 178 THE MATTER OF *APPROVE R&B DEPARTMENT TO ENTER PRIVATE PROPERTY OWNED BY MAURICE BRYANT DUE TO DRAINAGE OF COUNTY ROAD* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE AGREEMENT WITH

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<sup>1</sup>PATRIOT DAY, 2003, BY THE PRESIDENT OF THE UNITED STATES OF AMERICA, A PROCLAMATION

<sup>2</sup>COMPLETED WORK FOR 08/25/2003 THROUGH 09/04/2003, AVIS JONES  
SEPTEMBER 11, 2003 COMMISSIONERS' COURT

MAURICE BRYANT<sup>3</sup> TO ENTER PRIVATE PROPERTY FOR DRAINAGE PROBLEM ON CR 3380.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.c. Tape 1A 187 THE MATTER OF *CONSIDER MAINTENANCE OF A ROAD ALONG THE IVY/GARRETT SURVEY IN PRECINCT 3* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO MAINTAIN ROAD IN IVY/GARRETT SURVEY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.d. Tape 1A 324 THE MATTER OF *OPEN SEALED BIDS FOR R&B MATERIALS* CAME TO THE ATTENTION OF THE COURT.

***BUSTER PAVING<sup>4</sup> - OIL SAND, HOT MIX, COLD MIX***

***BC SAND, GRAVEL & EXCAVATION<sup>5</sup>, FLEX BASE HAULING***

***TYLER ASPHALT LTD<sup>6</sup> - PLANT MIXED OIL SAND, PLANT MIXED HOT OIL SAND, TYPE DD COLD MIX, TYPE D HOT MIX***

***LITTLE SAND & GRAVEL, INC.<sup>7</sup> FLEX BASE HAULING***

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<sup>3</sup>PERMIT TO ADMISSION TO PERSONAL PROPERTY DATED 9/2/03

<sup>4</sup>BUSTER PAVING BID

<sup>5</sup>BC SAND, GRAVE & EXCAVATION BID

<sup>6</sup>TYLER ASPHALT LTD. BID

<sup>7</sup>LITTLE SAND & GRAVEL, INC. BID

*THOMPSON & THOMPSON*<sup>8</sup>, FLEX BASE HAULING

*ARMOR MATERIALS*<sup>9</sup> - FLEXIBLE BASE, SCREENINGS

*DIKE CONTRACTOR S*<sup>10</sup> - SEAL COATING

*TEXAS STEEL CULVERT CO., INC.*<sup>11</sup> - CORRUGATED STEEL PIPE

*WILSON CULVERTS, INC.*<sup>12</sup> - STEEL CULVERTS

*CONTECH CONSTRUCTION PRODUCTS, INC.*<sup>13</sup> - CORRUGATED STEEL PIPE

*DUKO OIL CO., INC.*<sup>14</sup> - BULK FUEL

*WILLIAMS OIL CO*<sup>15</sup> - BULK FUEL

AT 10:12 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TAKE A 15 MINUTE RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:30 A.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER RODNEY SMITH.

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<sup>8</sup>THOMPSON & THOMPSON BID

<sup>9</sup>ARMOR MATERIALS BID

<sup>10</sup>DIKE CONTRACTOR BID

<sup>11</sup>TEXAS STEEL CULVERT CO., INC. BID

<sup>12</sup>WILSON CULVERTS, INC. BID

<sup>13</sup>CONTECH CONSTRUCTION PRODUCTS, INC. BID

<sup>14</sup>DUKO OIL CO., INC. BID

<sup>15</sup>WILLIAMS OIL CO BID

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO NOT ACCEPT LATE BIDS MAILED BUT NOT RECEIVED BY 9:00 A.M. ON 9/11/03.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE ACTION ON THE BIDS UNTIL WEDNESDAY, 9/17/03 AT 3:00 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1B 156 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>16</sup>.

II. 1. Tape 1B 173 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>17</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 4. Tape 1B 244 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY*

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<sup>16</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 9/11/03

<sup>17</sup>COMMISSIONERS COURT REGISTER DATED 9/11/03

REPORTS CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE TREASURER'S MONTHLY REPORT<sup>18</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 1B 281 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO WAIVE THE READING OF THE MINUTES AND APPROVE THE MINUTES FOR AUGUST 14, 2003 & AUGUST 20, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 1. Tape 2A 004 THE MATTER OF *NOMINATE CANDIDATES TO SERVE ON THE RAINS COUNTY TAX APPRAISAL DISTRICT BOARD OF DIRECTORS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 2. Tape 2A 007 THE MATTER OF *APPROVE AMENDMENT TO THE BYLAWS OF*

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<sup>18</sup>GENERAL LEDGER, STATEMENT OF FINANCIAL CONDITION FOR THE MONTH ENDING AUGUST 31, 2003

*THE RAINS COUNTY TOURISM DISTRIBUTION BOARD* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE AMENDMENT TO THE BYLAWS OF THE RAINS COUNTY TOURISM DISTRIBUTION BOARD<sup>19</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 6. *Tape 2A 037 THE MATTER OF INTERLOCAL AGREEMENT BETWEEN COUNTY COMMISSIONERS COURTS OF SMITH, WOOD, HENDERSON, VAN ZANDT, RAINS COUNTIES AND THE ANDREWS CENTER* CAME TO THE ATTENTION OF THE COURT.

IV. 7. *THE MATTER OF CONSIDER FY 2003 OPERATING BUDGET FOR THE ANDREWS CENTER, STAFF SALARIES BY POSITION, AND CHIEF EXECUTIVE OFFICER'S COMPENSATION AND BENEFITS AND THE ANNUAL FINANCIAL AND COMPLIANCE REPORT FOR THE YEAR ENDED AUGUST 31, 2002* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE COUNTIES AND ANDREWS CENTER AND TO APPROVE THE FY 2003-2004 OPERATING BUDGET FOR THE ANDREWS CENTER<sup>20</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,

---

<sup>19</sup>AMENDMENT EFFECTIVE SEPTEMBER 11, 2003, ARTICLE 3.01 PARAGRAPH C

<sup>20</sup>ANDREWS CENTER INTERLOCAL AGREEMENT AND FY 2003-2004 BUDGET  
SEPTEMBER 11, 2003 COMMISSIONERS' COURT

MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2A 091 THE MATTER OF *HOCKLEY COUNTY LAND* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 6. Tape 2A 194 THE MATTER OF *WORKSHOP REGARDING PERSONNEL POLICY AND PROCEDURES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO POSTPONE THIS AGENDA ITEM UNTIL SEPTEMBER 23, 2003 AT 9:00 A.M. AT THE COURTHOUSE.

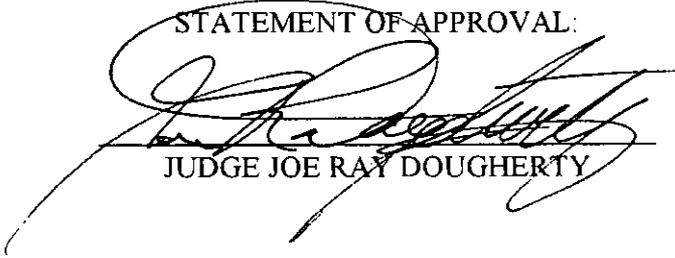
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADJOURN.

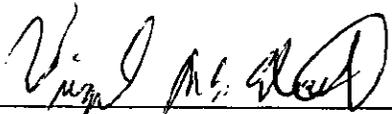
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

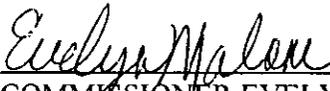
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 12:00 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 25<sup>th</sup> DAY OF September 2003.

## PATRIOT DAY, 2003

*By the President of the United States of America*

### A Proclamation

Two years ago, more than 3,000 innocent people lost their lives when a calm September morning was shattered by terrorists driven by hatred and destruction.

On that day, and in its aftermath, we saw the greatness of America in the bravery of victims; in the heroism of first responders who laid down their lives to save others; in the compassion of people who stepped forward to help those they had never met; and in the generosity of millions of Americans who enriched our country with acts of service and kindness. Since that day, we have seen the greatness of America further demonstrated in the courage of our brave men and women in uniform who have served and sacrificed in Afghanistan, in Iraq, and around the world to advance freedom and prevent terrorist attacks on America.

As we remember September 11, 2001, we reaffirm the vows made in the earliest hours of our grief and anger. As liberty's home and defender, America will not tire, will not falter, and will not fail in fighting for the safety and security of the American people and a world free from terrorism. We will continue to bring our enemies to justice or bring justice to them. This Patriot Day, we hold steady to this task.

By a joint resolution approved December 18, 2001 (Public Law 107-89), the Congress has designated September 11 of each year as "Patriot Day."

NOW, THEREFORE, I, GEORGE W. BUSH, President of the United States of America, do hereby proclaim September 11, 2003, as Patriot Day. I call upon the people of the United States to observe this day with appropriate ceremonies and activities, including remembrance services and candlelight vigils. I also call upon the Governors of the United States and the Commonwealth of Puerto Rico, as well as appropriate officials of all units of government, to direct that the flag be flown at half-staff on Patriot Day. In addition, I call upon all Americans to display the flag at half-staff from their homes on that day and to observe a moment of silence beginning at 8:46 a.m. eastern daylight time to honor the innocent victims who lost their lives as a result of the terrorist attacks of September 11, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand this fourth day of September, in the year of our Lord two thousand three, and of the Independence of the United States of America the two hundred and twenty-eighth.

GEORGE W. BUSH



# COUNTY OF RAINS

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

Work Completed 08-25-03 Through 09-04-03

08-25-03 (Monday) Installed culvert on CR 3400, using 1 load rock and equipment #'s 103, 203 and 703. Shovel patched CR 1151 using 2 loads oil sand. Shovel patched CRs 3371, 3374 and 3381 using 3 loads oil sand and equipment # 107. Packed CRs 1308, 1310 and 1320 using equipment #105, 202 and 712. Shredded CRs 1605, 1610, 1690, 1691, 1402, 1403, 1404, 1515, 1520 and 4530. Using equipment #'s 410, 411 and 409.

08-26-03 (Tuesday) Shredded CRs 1615, 1525, 1530, 1536, 1535, 1534, 1533, 1531, 1540, 4455, 4452, 4453, 4460, 4470 and 4500, using equipment #'s 410, 411, 412 and 413. Trip to Tyler to pick up rex mixer and repaired 2 flats on trailer. Equipment #'s 103 and 703. Work continued on CR 2400 using 200 barrels oil. Shovel patched CRs 3220, 1140, 4515, ~~4510~~ and 4510 using 5 loads oil sand.

08-27-03 (Wednesday) Shredded CRs 4020, 4030, 4220, 4320, 4325, 4340, 4360, 4370, 4400, 4410, 4430, 4480 and 4520. Finished work on CR 2400 using rex mixer and equipment #'s 103, 501, 504 and 712. Shovel patched with 5 loads oil sand CRs 3410, 3412, 3420, 3430, 3440, 3445, 3446 and 3450. Cleared large tree from CR 4250 after storm.

08-28-03 (Thursday) Shredded CRs 3030, 3068, 3340, 4040, 4050 and 4220. General maintenance on equipment #'s 410 and 411. Shovel patched CRs 1308, 1275, 4020, 4220, 4320, 4360 and 4325 using 4 loads oil sand. Shovel patched CR 2425 using 1 load rock and equipment # 105. Removed tree limbs and brush from under new bridge on CR 1495. Checked CRs 2610 and 2400 for road signs. Applied 1 load rock to CR 1495. Serviced equipment at Road and Bridge shop. (graders)  
Vegetation control on Precinct yards 1 and 2.

09-01-03 Holiday

Page 2

Work Continued 08-25-03 Through 09-04-03

09-02-03 (Tuesday) Shovel patched with 2 loads oil sand CRs 2570, 2540, 2460 and 2610 using equipment # 107. Brush axing continued on CRs 2400 and 3412 using equipment #'s 405 and 103. Moved and serviced equipment #'s 105, 704 and 111 at the Precinct 1 yard. Bladed CRs 1310, 1235, 1440, 1475 and 1410. Used equipment # 501. Shredded CRs 3060, 3160, 3190, 3210, 3215, 3200, 3202, 3325, 3500, 3501, 3502, 3503, 3324, 3410 and 3412. Used equipment #'s 410, 411 and 412.

09-03-03 (Wednesday) Picked up mixer in Tyler used equipment # 103. Large tree down on CRs 1153 and 1605. Shredded CRs 3326, 3327, 3328, 3333, 3335 3338, 3380, 3400, 3410, 3415, 3418, 3419, 3420, 3421, 3422 and 3425. Used equipment #'s 410, 411 and 412. Serviced equipment #'s 410, 411 and 412. Bladed CRs 1410, 1490, 1495, 1503, 4250 and 4310. Used equipment # 501. Shovel patched CRs 2455, 2460, 3345, 3346 and 3380 using 1 load oil sand and equipment # 107. Repaired sides of new bridge on CR 1275 using 1 load rock.

09-04-03 (Thursday) Bladed CRs 2250, 2300, 2350, 2370, 2470, 2610 and 4250. Cleaned and brush axed Fairgrounds. Used equipment #'s 103, 705, 408 and 501. Brush axed CRs 1495 and 2400. Shredded CRs 3345, 3346, 3347, 3350, 3351, 3353, 3360, 3365, 3367, 3370, 3376, 3380, 3388 and 3485. Used equipment #'s 410, 411 and 412. Shovel patched with oil sand CRs 1250, 1525, 1534, 1535, 1540, 2120 and 3395. Using 2 loads oil sand and equipment # 107.

#### Next Two Weeks Planning

Plans for the next two weeks include blading, patching and shredding of Rains County Roads. We will be bomaging CR 1495 and drainage work on CR 3380.

Remember if you need us please call 903-473-8783, fax us at 903-473-9543 and our email address is: [rains.co.roads@verizon.net](mailto:rains.co.roads@verizon.net)



# COUNTY OF RAINS

VOL. 039 PAGE 0358

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



AVIS JONES-ADMINISTRATOR

Tel: (903) 473-8783  
Fax: (903) 473-4298  
email: rains.ca.roads@globeca.net

## PERMIT TO ADMISSION TO PERSONAL PROPERTY

Name, Address & Phone No.  
(Please Print)

Date: 9-2-03

MAURICE BRYANT  
1499 RCR 3380  
Emory, Tx. 75440  
473-3485

I, Maurice Bryant, hereby give permission to the COUNTY OF

RAINS to enter onto my property for the following purpose(s): Drainage work.

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

Maurice Bryant  
Signature

Gary Mike Bishop  
POB. A73-2839  
COM. #3.

A-178

FRANCIS D. KELLY 983 A73 8717

RONALD KELLY  
359/669  
20.28 AC  
R3649  
My S...  
PO BOX 1073  
EMORY TX 75840-1073

A-1747  
RANSOM CARR

GERALDINE RENSHAW  
231/281  
46.324 AC  
R3655

RACHIL BRAZIEL  
38/500  
92.37 AC  
R3651

CHAS. HAUER  
216/373  
5 AC  
R3661

LINDA GARRETT  
325/525  
1 AC  
R3656

P.V. McMILLAN  
303/494  
78 AC  
R3653  
FANNEN GARRETT  
169/380  
1 AC  
R3649

ANTHONY PORTER  
303/377  
13.04 AC  
R3665

JANET KELNER  
279/27 255 AC  
R1

IVY GARRETT  
57/120  
1.5 AC  
R3606

GUENBOLYN SAVAGE  
339/593  
16.53 AC  
R3663

MANLEY EST.  
208/367  
41.89 AC  
R3662

EVAN BRISCOE  
191/804  
106.62 ac  
R7

CR 4240

HWY 275

BRACKEN ?  
49/478  
? AC

Wm. C. WEBB  
351/209  
17.24 AC  
R2107

THOMAS TRULOCK  
340/367  
52.812 AC  
R2113

Mrs. H. H. IVE  
c/o HAROLD IVE  
64/303  
95/525  
25 AC  
R2099

BOBBY IVE  
7/3  
25 AC  
R2098

E.B. HOLMAN  
194/742  
41.5 AC  
R2095

R. GILBERT/  
ANITA FOSTER/  
JAMES JACKSON  
333/503  
33 AC  
R2385

R. GILBERT/  
ANITA FOSTER/  
JAMES JACKSON  
333/503  
100 AC  
R2386

RACHIL BRAZIEL  
300/199  
45 AC  
R2110

CR 4240

GLEN JACKSON  
270/466  
8 AC  
R2098

FRIDOLE BENCE  
219/656  
236.7 AC  
R2097

WESLEY GENTRY  
311/639  
106.007 AC  
R2391

QUINCY FOSTER  
273/151, 268/379,  
256/258, 246/354  
17.257 AC  
R2090

ROBERT ROBERTSON  
192/241  
2.75 AC  
R2133

ELMER CLAYTON  
193/114  
2.75 AC  
R2087

NORRIS LANE  
242/647  
31.85 AC  
R2026

GARDN JACKSON  
349/258  
3.00 AC  
R2027

H.D. POTTS  
255/735  
50 AC  
R2388

H.D. POTTS  
255/735  
16.194 AC  
R2122

WHEEL SERVICE EST.  
2.3 AC  
R2092

WESLEY GENTRY  
311/639  
106.007 AC  
R2391

QUINCY FOSTER  
273/151, 268/379,  
256/258, 246/354  
17.257 AC  
R2090

ROBERT ROBERTSON  
192/241  
2.75 AC  
R2133

ELMER CLAYTON  
193/114  
2.75 AC  
R2087

NORRIS LANE  
242/647  
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R2026

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349/258  
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16.194 AC  
R2122

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311/639  
106.007 AC  
R2391

QUINCY FOSTER  
273/151, 268/379,  
256/258, 246/354  
17.257 AC  
R2090

ROBERT ROBERTSON  
192/241  
2.75 AC  
R2133

ELMER CLAYTON  
193/114  
2.75 AC  
R2087

NORRIS LANE  
242/647  
31.85 AC  
R2026

GARDN JACKSON  
349/258  
3.00 AC  
R2027

H.D. POTTS  
255/735  
50 AC  
R2388

H.D. POTTS  
255/735  
16.194 AC  
R2122

LINDA CULVER  
331/287  
16.39 AC  
R2106

LINDA PIRKLE CULVER  
328/80  
28.00 AC  
R2117

EARL TOWNSEND  
211/641  
17.846 AC  
R2089  
CR 4220

SARA MALONE EST.  
7/379  
10 AC  
R233 AC REMAINING  
R2115

CLARENCE ALEXANDER  
333/793  
35.63 AC  
R2125

SILVSTER MALONE  
182/245 127 AC  
R2114

C. ALEXANDER  
344/289  
11.968 AC  
R2075

NORRIS LANE  
339/593  
41.57 AC  
R2119

NORRIS  
236/43  
20.2 AC  
R2130

F. ALEXANDER  
208/588  
6.22 AC  
R2124

FRED HUNTER  
317/817  
19.035 AC  
R2118

WESLEY  
5 AC  
R2109

EARL TOWNSEND  
211/641  
17.846 AC  
R2089  
CR 4220

SARA MALONE EST.  
7/379  
10 AC  
R233 AC REMAINING  
R2115

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339/593  
41.57 AC  
R2119

NORRIS  
236/43  
20.2 AC  
R2130

-113  
P. HAVINS

CR 4240

CR 4220

**PUBLIC NOTICE**

The Rains County Commissioners Court will be accepting SEALED BIDS for the fiscal year 2003-2004 until 9:00 A.M. September 11, 2003 for the following:

1. Fuel and oil
2. Road oil meeting TXDOT specifications- Delivered and FOB @ plant
3. Steel culverts
4. Plant Mix Oil Sand 100% AC 1.5 equivalent- Delivered and FOB @ plant
5. Plant Mix Hot Oil Sand 100% AC-20 Delivered and FOB @ plant
6. Hot Mix Asphalt-Delivered and FOB @ plant
7. Cold Mix Asphalt-Delivered and FOB @ plant
8. Flex Base meeting TXDOT specifications-Delivered and FOB @ plant
9. Hauling Flex Base from Rock Solid to Rains County
10. Seal Coating with Rock- Prime coat with MC-30 @.25 gallons per sq. yard- Seal Coat with AC-10 or MC-3000 @ .30 per sq. yard. Immediate covering with aggregate. Please give price for one mile of road, 16 feet wide. Asphaltic materials shall be applied on a clean surface with an approved type of self-propelled, pressure distributor so operated as to distribute the material in a quality selected, evenly and smoothly, under a pressure necessary for proper distribution. Asphalt distribution shall be calibrated according to standards established by the State of Texas. Certificate of calibration is required. Chip spreader must have a self-propelled spreader for even distribution of rock. The contractor shall provide facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

All these bid items for materials or placements must meet TXDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by an independent laboratory, any or all loads delivered. If the product fails testing, Rains County has the right to refuse to pay for the unsatisfactory load or loads and to charge the cost of testing to the supplier of the failed products.

The vendor or contractor will be required to replace at his expense any product or materials which prove defective within six (6) months following application.

**ASHLAND.**

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**APAC-Texas, Inc.**

A subsidiary of Ashland Paving And Construction, Inc.  
Buster Paving Division  
130-6 miles West of Sulphur Springs  
Sulphur Springs, TX 75482  
P.O. Box 278, Brashear, TX 75420-0278  
Tel: 903 885-0006, Fax: 903 885-5409

September 10, 2003

Rains County Road and Bridge Administration  
P.O. Box 158  
Emory, TX 75440  
Avls Jones, Administrator

Dear Mr. Jones:

As per your request, we are pleased to quote the following prices on our plant mixes.

OIL SAND	OIL SAND	HOT MIX	HOT MIX	COLD MIX	COLD MIX
Fob plant	Delivered	Fob plant	Delivered	Fob plant	Delivered
\$29.30/ton	\$34.12/ton	\$31.80/ton	\$36.62/ton	\$31.80/ton	\$36.62/ton

These materials are priced per US ton. All fob plant materials may be picked up at our plant location on Hwy 224 in Greenville. Plant Telephone 903/455-2928. Tom Glasshoff, Plant manager.

This quotation good until August 31, 2004.

Please call Floyd Kennington at 800/947-0451 Ext. 311 if you have any questions or would like to schedule delivered materials.

Thank you for your consideration of our bid,



R. Scott Sarine  
Division President  
Buster Paving, a Division of APAC-Texas, Inc.

Cc: Floyd Kennington



**BID for Hauling Flex Base from Rock Solid to Rains County** VOL 039 PAGE 0362  
**#9 on your Sealed Bid List 9/11/2003**

**FROM:**

BC Sand, Gravel & Excavation  
P. O. Box 404  
Point, TX 76472-0404  
Ph: 903-662-4428 or Cellular 903-268-1204

Our bid is to haul Flex Base from Rock Solid to Rains County for \$3.64 per ton.

Our TX DOT #005703415C  
We are insured by Progressive Insurance Co. and bonded by Farm Bureau Affiliate

Thank you for your consideration.

Ben W. DePue

Tyler Asphalt Ltd.  
P.O. Box 5028  
Tyler, Texas 75712

VOL. 039 PAGE 0363

September 9, 2003

Rains County Auditor  
Rains County Courthouse  
100 Quitman Street  
Emory, Texas 75440

RE: Rains County Road Material

Dear Sirs,

We are pleased to have the opportunity to bid on your road materials this year. Please find below the price for our various asphalt products.

Plant Mixed Oil Sand (AC 1.5)	\$ 22.00/Ton FOB Tyler Plant	\$ 28.50/Ton Delivered
Plant Mixed Hot Oil Sand (AC 10)	\$ 23.00/Ton FOB Tyler Plant	\$ 29.50/Ton Delivered
Type DD Cold Mix	\$ 32.50/Ton FOB Tyler Plant	\$ 39.00/Ton Delivered
Type D Hot Mix	\$ 31.50/Ton FOB Tyler Plant	\$ 38.00/Ton Delivered

If you have any questions please contact me at 903-597-3603. Again thank you for the opportunity to bid on your road materials.

Sincerely,



Lance Phillips  
Tyler Asphalt Ltd.

SAND · F LL DIRT · DRIVEWAY GRAVEL · EXCAVATING

VOL. 039 PAGE 0364



(903) 455-1151 BUS.  
454-1403 RES.

P.O. BOX 1416  
GREENVILLE, TEXAS 75403-1416

August 27, 2003

Re: Bid

9. Hauling Flex Base from Rock Solid to Rains County  
Our bid is \$4.00 per ton for hauling only.

Jerry Little / Owner

034452

**STATEMENT**

DATE 9-9-03

TO Rains County VOL. 039 PAGE 0365

TERMS

IN ABSENCE OF

Thompson & Thompson  
P.O. Box 52 Post T. 15472  
903 518-4524

Bid on hauling Flex Base from  
Rock Solid to Rains County

\$5.45 per ton

Benny Thompson

**Armor Materials**  
P.O. Box 5028  
Tyler, Texas 75712

VOL. 039 PAGE 0366

September 9, 2003

Rains County Judge  
Rains County Courthouse  
100 Quitman Street  
Emory, Texas 75440

RE: Rains County Road Material :

Dear Sirs,

We are pleased to have the opportunity to bid on your road materials this year. Please find below the price of rock from our Wills Point Quarry.

Flexible Base	\$ 5.75/ Ton FOB Wills Point Quarry	\$ 9.75/ Ton Delivered
Screenings	\$ 2.00/ Ton FOB Wills Point Quarry	\$ 6.00/Ton Delivered

If you have any questions please contact me at 903-597-3603. Again thank you for the opportunity to bid on your road materials.

Sincerely,



Lance Phillips  
Armor Materials

**DIKE CONTRACTORS**  
3483 VZ CR 4714  
BEN WHEELER, TX 75754  
903-852-6519

**BID PROPOSAL FORM FOR RAINS COUNTY**

**BID DATE 9-11-03**

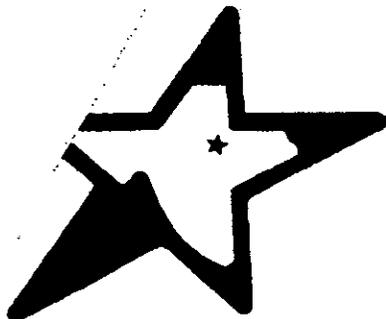
7C10 SEAL COAT - PeAGRAVEL - <sup>\$</sup>.95 sq. yd x 1 mile x 16' = <sup>\$</sup>8,919

MC 3,000 - PeAGRAVEL <sup>\$</sup>1.00 sq. yd 1 mile x 16' = <sup>\$</sup>9,386

PRIME COAT MC 30 Applied <sup>\$</sup>1.30 GALLON

1 mile x 16' = <sup>\$</sup>3,050

By: Howard Dike



VOL. 039 PAGE 0368

# Texas Steel Culvert Co. Inc.

P.O. Box 727 Arlington, Texas 76004 817-265-2255 1-800-772-6666

**RAINS COUNTY**  
**Annual Bid - Corrugated Metal Pipe**  
**OCTOBER 1, 2003 THRU SEPTEMBER 30, 2004**

**2-2/3" X 1/2" CORRUGATIONS**

Diameter	Gauge	Price / ft.
12"	16	\$ 3.47
15"	16	\$ 4.38
18"	16	\$ 5.22
24"	16	\$ 6.81
30"	16	\$ 8.04
36"	16	\$ 9.97
42"	16	\$ 12.52

**3" X 1" CORRUGATIONS**

Diameter	Gauge	Price / ft.
48"	16	\$ 16.71
60"	16	\$ 20.89
72"	16	\$ 24.98

All pipe ends will be ground smooth and regalvanized with cold galvanizing compound. Recorrugated ends are available, if desired.

Other gauges, diameters, arches, fabricated items, etc. will be quoted in line with above prices. We can furnish all your needs. Just call toll-free at 1-800-772-6666 or call at 1-817-265-2255.

All orders ship within five - seven (5-7) working days after receipt of order. Next day service in emergencies, if requested.

By: Daryl Thompson

Date: 9/10/03

**CORRUGATED PIPE ★ GEO TEXTILES ★ ROAD STABILIZATION ★ EROSION CONTROL**

*Wilson Culverts, Inc.*

H. C. WILSON  
PRESIDENT

BETTY S. WILSON  
TREASURER-CONTROLLER

P. O. BOX 940  
ELKHART, TEXAS 75839

PHONE: (903) 764-5605  
FAX: (903) 764-2740

8/22/2003

RE: Bid on Steel Culverts.

Dear Rains County Commissioners Court,

Thank you for the opportunity to bid on steel culverts. The prices shown below are delivered prices to your county and our standard delivery time is 5 working days. Emergency orders will be delivered within 1 to 2 days, if requested. All materials will comply with Texas Highway specifications.

ROUND RE-ROLLED GALVANIZED STEEL CULVERTS 2.68" X 1/2" CORRUGATION				
DIAMETER	16G	14G	12G	10G
6"	1.92	n/a	n/a	n/a
8"	2.54	n/a	n/a	n/a
10"	3.19	n/a	n/a	n/a
12"	3.57	4.30	n/a	n/a
16"	4.48	5.38	n/a	n/a
18"	5.34	6.43	8.88	n/a
21"	6.22	7.51	10.28	n/a
24"	7.10	8.52	11.40	n/a
30"	8.88	10.69	14.26	n/a
36"	10.87	12.80	17.36	21.61
42"	12.43	14.95	20.19	25.20
48"	n/a	17.10	23.01	28.79
54"	n/a	19.25	25.83	32.41
60"	n/a	n/a	28.03	36.00
72"	n/a	n/a	34.88	43.20
84"	n/a	n/a	n/a	50.36
96"	n/a	n/a	n/a	57.56

ROUND GALVANIZED STEEL CULVERTS 5" X 1" OR 3" X 1" CORRUGATION				
DIAMETER	16G	14G	12G	10G
48"	17.08	20.39	27.50	35.22
54"	19.20	23.07	31.03	39.63
60"	21.10	25.12	33.95	44.02
72"	25.31	30.38	41.01	52.83
84"	n/a	35.14	47.24	62.10
96"	n/a	40.04	54.23	70.42
108"	n/a	44.83	60.87	77.36
120"	n/a	n/a	67.32	85.96
144"	n/a	n/a	n/a	103.16

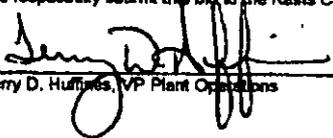
ARCHED RE-ROLLED GALVANIZED STEEL CULVERTS 2.68" X 1/2" CORRUGATION					
DIAMETER	ARCHED	16G	14G	12G	10G
15"	17"X13"	5.36	6.28	n/a	n/a
18"	21"X15"	6.24	7.34	9.77	n/a
24"	28"X20"	8.00	9.42	12.30	n/a
30"	35"X24"	9.79	11.59	15.16	n/a
36"	42"X28"	n/a	13.72	18.26	22.52
42"	48"X36"	n/a	15.85	21.10	26.11
48"	53"X41"	n/a	n/a	23.91	29.70
54"	60"X48"	n/a	n/a	26.73	33.31

ARCHED GALVANIZED STEEL CULVERTS 5" X 1" OR 3" X 1" CORRUGATION					
DIAMETER	ARCHED	14G	12G	10G	
48"	53"X41"	21.29	28.60	36.12	
54"	60"X48"	23.98	31.93	40.53	
60"	66"X51"	26.02	34.88	44.82	
66"	73"X55"	28.64	38.36	49.33	
72"	81"X58"	31.27	41.91	53.73	
78"	87"X63"	33.70	45.03	58.38	
84"	95"X67"	36.04	48.14	63.00	
90"	103"X71"	38.49	51.63	67.17	

ADD 50% TO THE ABOVE PRICES FOR POLYMER COATED CULVERT PIPE.

10.5" BANDS ARE THE SAME PRICE AS 1.5" OF CULVERT PIPE.  
2" WIDE BANDS ARE THE SAME PRICE AS 3" OF CULVERT PIPE.

We respectfully submit this bid to the Rains County Commissioners Court.

  
Terry D. Huffines, VP Plant Operations

3305 CR 1712  
GRAND SALINE, TX 75140  
PHONE: 903-962-5852  
FAX: 903-962-0403



**Rains County Annual Bid for Corrugated Steel Pipe**

**2 2/3" x 1/2" Corrugation**

Diameter	Gauge	Price/Ft.
12"	16ga	\$ 3.44
15"	16ga	\$ 4.23
18"	16ga	\$ 5.05
24"	16ga	\$ 6.70
30"	16ga	\$ 8.32
36"	16ga	\$ 9.97
42"	16ga	\$11.61

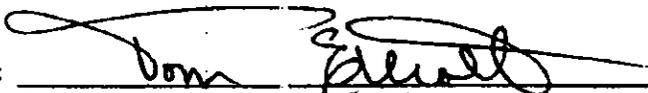
**3" x 1" Corrugation**

Diameter	Gauge	Price/Ft.
48"	16ga	\$16.02
60"	16ga	\$19.82
72"	16ga	\$23.85

All pipe ends will be ground smooth and regalanized with cold galvanizing compound.

Delivery will be made within four (4) working days after receipt of order. Emergency deliveries will be made on a same or next day basis upon request.

Deliveries will be made to site or county barns as directed by Rains County Road and Bridge Administrator.

By:   
Tom Elliott, Regional Sales Engineer

Date: August 25, 2003

DUKO OIL CO., INC.

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P.O. BOX 217  
EMORY, TX 75440  
PHONE 903-473-2857  
FAX 903-473-0970

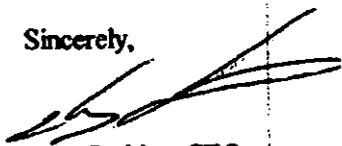
September 10, 2003

RAINS COUNTY JUDGE  
P.O. BOX 158  
EMORY, TEXAS 75440

Dear Sir,

Thank you for the opportunity to bid your gasoline and diesel needs for the coming year. We will deliver regular unleaded gasoline ( 87 Octane ) at \$ 1.255 per gallon, off road diesel at \$ 1.01 per gallon, on road diesel at \$ 1.195 per gallon. These prices are subject to change daily. We will also continue to provide the tanks that are currently in use.

Sincerely,



Jerry Jenkins, CEO

Phone  
(903) 569-3379

**Williams Oil Co.**  
302 S. Johnson St.  
Mineola, TX 75773  
Sept 10, 2003

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Fax  
(903) 569-9220

County of Rains  
Road & Bridge Administration  
1293 S. State Hwy 19  
P O Box 158  
Emory TX, 75440

Attn: Avis Jones, Administrator

Subj: 2003-2004 Fuel Bid

Williams Oil Co. is pleased to submit the following fuel bid for Rains County year 2003-2004 needs.

Our fuel prices are based on the refinery posted price (rack price) plus profit of 0.05 cents per gallon plus any applicable state or federal excise taxes. It is our understanding that county units in the state of Texas pay state fuel taxes of 0.20 cents per gallon on gasoline and road diesel. Counties are exempt from federal excise tax on fuel. Off road diesel (dyed diesel) is exempt from both state and federal taxes. The prices below reflect the above structure.

Price for regular unleaded Gasoline 87 Octane on September 09, 2003 is \$1.1695 per gallon. (Rack price of .9195+0.05 profit+0.20 state tax)

Price for low sulphur on road Diesel 47 Cetane rating on September 09, 2003 is \$1.046 per gallon. (Rack Price of .7960 +0.05 profit+0.20 state tax)

Price for off road dyed diesel high sulphur 52 Cetane rating on September 09, 2003 is \$0.8360 per gallon. (Rack price of .7850+0.05 profit)

Fuel Prices will escalate and de-escalate in accordance with the posted rack prices.

We also would like to tender prices for oil.

SAE 30 Diesel engine oil is \$4.71 per gallon in 55 gallon drums.

SAE 15W-40 Premium Diesel engine oil is \$5.30 per gallon in 55 gallon drums.

ISO 56 Tractor Transmission Hydraulic oil is \$3.23 per gallon in 55 gallon drums.

Drums are no deposit no return. Other container sizes are available if desired.

Williams Oil Co. can arrange for pickup of your waste motor and hydraulic oil at no charge if desired. We can also dispose of used Antifreeze and Fuel-oil filters. There is a small pickup charge for these items.

Prices are delivered to the precinct barns and terms are net 30 days.

We appreciate the opportunity of offer our goods and services to Rains County. If we are the successful bidder we look forward to a mutually beneficial business relationship with the County.

## Environmental Enforcement Report

September 11, 2003

Date	Action	Value Y/T/D
	Litter	
	Community Service	\$259.75
	Fines YTD	\$415.00
August 30	Trash Drop off \$203	\$1414.50
	Total Y/T/D	\$2,088.25

## OSSF month to date:

September 8 County Road 1278 aerobic  
 September 10 County Road 2425 Complaint graveless pipe

OSSF Y/T/D 31 \$9,620.00

Grand Total \$11,708.25

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** ANDREWS CENTER						
MHMR	09/11/03	09/11/03	418.87	HEALTH & WELFARE	MHMR SERVICES	418.87
					Total Displayed =	418.87
***** AFLAC						
INSURANCE	08/29/03	08/29/03	923.84	GENERAL FUND	PAYROLL INSURANCE PAYABLE	923.84
					Total Displayed =	923.84
***** ALBA-GOLDEN CREDIT UNION						
XX	08/29/03	08/29/03	500.00	GENERAL FUND	CREDIT UNION	500.00
					Total Displayed =	500.00
***** ARMOR RESEARCH CO						
100374	08/21/03	09/11/03	152.77	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	152.77
					Total Displayed =	152.77
***** AUDIOBOOKS AMERICA						
124600	08/27/03	09/11/03	6.50	PUBLIC LIBRARY	LIBRARY MATERIAL	6.50
					Total Displayed =	6.50
***** BRODART CO						
6393738	08/29/03	09/11/03	27.89	PUBLIC LIBRARY	LIBRARY MATERIAL	27.89
6376291	08/21/03	09/11/03	181.28	PUBLIC LIBRARY	LIBRARY MATERIAL	181.28
6376290	08/21/03	09/11/03	10.40	PUBLIC LIBRARY	LIBRARY MATERIAL	10.40
6379165	08/22/03	09/11/03	27.55	PUBLIC LIBRARY	LIBRARY MATERIAL	27.55
6391110	08/28/03	09/11/03	12.95	PUBLIC LIBRARY	LIBRARY MATERIAL	12.95
403179	07/22/03	09/11/03	1508.38	PUBLIC LIBRARY	LONE STAR LIBRARY GRANT	1508.38
					Total Displayed =	1768.45
***** BOOKS IN MOTION						
27171	08/26/03	09/11/03	6.00	PUBLIC LIBRARY	LIBRARY MATERIAL	6.00
					Total Displayed =	6.00
***** BLAZER RESOURCES, INC						
0208AR6624	08/26/03	09/11/03	5900.00	UNIT ROAD & BRIDGE	ROAD MATERIAL	5900.00
					Total Displayed =	5900.00
***** BRIGHT STAR-SALEM WATER CORP						
PCT 2	08/20/03	09/11/03	45.98	UNIT ROAD & BRIDGE	WATER	45.98
					Total Displayed =	45.98
***** BALLARD'S TRACTOR CO						
2401	08/07/03	09/11/03	49.21	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	49.21
2458	08/12/03	09/11/03	59.93	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	59.93
76550	08/01/03	09/11/03	216.90	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	216.90
					Total Displayed =	326.04
***** CALCO, INC						
13331	08/26/03	09/11/03	3205.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	3205.95
13352	08/29/03	09/11/03	3363.05	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	3363.05
					Total Displayed =	6569.00
***** CHRISTIAN BOOK DISTRIBUTORS						
XX	09/11/03	09/11/03	205.08	PUBLIC LIBRARY	LIBRARY MATERIAL	205.08
					Total Displayed =	205.08

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** CELLULAR ONE						
474-3194	08/22/03	09/11/03	20.00	UNIT ROAD & BRIDGE	TELEPHONE	20.00
474-3306	08/22/03	09/11/03	29.99	UNIT ROAD & BRIDGE	TELEPHONE	29.99
474-3193	08/22/03	09/11/03	35.00	UNIT ROAD & BRIDGE	TELEPHONE	35.00
474-3049	08/22/03	09/11/03	9.75	PREC #3 COMMISSIONER	TELEPHONE	9.75
474-3020	08/22/03	09/11/03	31.04	ENVIRONMENTAL ENFORCE	TELEPHONE	31.04
Total Displayed =						125.78
***** COMPUTER LAND NETWORK TECHNOLOGI						
SILVM9202	08/25/03	09/11/03	4486.00	NON-DEPARTMENTAL	CAPITAL	4486.00
Total Displayed =						4486.00
***** CITY OF EMORY						
LIBRARY	08/18/03	09/11/03	60.24	PUBLIC LIBRARY	UTILITIES	60.24
PCT 3	08/18/03	09/11/03	33.50	UNIT ROAD & BRIDGE	WATER	33.50
CTHSE	08/18/03	09/11/03	53.81	NON-DEPARTMENTAL	WATER	53.81
ANNEX	08/18/03	09/11/03	36.00	NON-DEPARTMENTAL	WATER	36.00
ANNEX	08/18/03	09/11/03	22.76	NON-DEPARTMENTAL	WATER	22.76
AGENT	08/18/03	09/11/03	56.14	NON-DEPARTMENTAL	WATER	56.14
JUST CTR	08/18/03	09/11/03	52.00	NON-DEPARTMENTAL	WATER	52.00
JAIL	08/18/03	09/11/03	227.85	SHERIFF & JAIL	WATER	227.85
Total Displayed =						542.30
***** CONTINENTAL RESEARCH CORP						
185633CRC1	08/27/03	09/11/03	555.53	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	555.53
Total Displayed =						555.53
***** DALLAS COUNTY						
67618	09/04/03	09/11/03	1250.00	JUSTICE PEACE	AUTOPSY EXPENSE	1250.00
Total Displayed =						1250.00
***** DEE'S KEYS						
469048	09/02/03	09/11/03	44.91	MAINTENANCE	BLDG. MAINT	44.91
Total Displayed =						44.91
***** DUKO OIL CO						
91180	08/22/03	09/11/03	472.50	UNIT ROAD & BRIDGE	FUEL & OIL	472.50
91199	08/26/03	09/11/03	525.00	UNIT ROAD & BRIDGE	FUEL & OIL	525.00
23384	09/03/03	09/11/03	22.49	ENVIRONMENTAL ENFORCE	FUEL	22.49
23281	08/25/03	09/11/03	24.06	ENVIRONMENTAL ENFORCE	FUEL	24.06
Total Displayed =						1044.05
***** DONUT SUPREME						
2091-46	09/03/03	09/11/03	4.50	8TH DISTRICT COURT	DIST TRIAL EXPENSE	4.50
Total Displayed =						4.50
***** DESK TOP						
17382	09/02/03	09/11/03	7.19	DISTRICT CLERK	OFFICE SUPPLIES	7.19
Total Displayed =						7.19
***** EMORY FOOD MART						
FOOD	09/01/03	09/11/03	177.46	SHERIFF & JAIL	PRISONER FOOD	177.46
HEALTH	09/01/03	09/11/03	30.29	SHERIFF & JAIL	PRISONER HEALTH	30.29
Total Displayed =						207.75
***** ELECTRONIC FEDERAL TAX PMT SYS						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
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WH-SS	08/29/03	08/29/03	9739.18	GENERAL FUND	PAYROLL W/H PAYABLE	2628.69
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6846.84
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Displayed =	9739.18
***** EMORY INSURANCE AGENCY						
VITITOW	08/29/03	09/11/03	92.50	COUNTY ATTORNEY	BONDS	92.50
					Total Displayed =	92.50
***** EIGHTH JUDICIAL DISTRICT						
SEC-COORD	09/11/03	09/11/03	372.41	8TH DISTRICT COURT	SECRETARY-COORDINATOR	372.41
OTHER EXP	09/11/03	09/11/03	103.50	8TH DISTRICT COURT	OTHER EXPENSES	103.50
A/J PROB	09/11/03	09/11/03	709.75	8TH DISTRICT COURT	A/J BLDG. EXPENSES	709.75
					Total Displayed =	1185.66
***** ECHO PUBLISHING CO						
42756	07/31/03	09/11/03	199.79	ELECTIONS	ELECTION EXPENSE	199.79
					Total Displayed =	199.79
***** ENTERPRISE SOLUTIONS DIVISION						
84744674	08/26/03	09/11/03	187.00	NON-DEPARTMENTAL	CAPITAL	187.00
84744676	08/26/03	09/11/03	70.00	NON-DEPARTMENTAL	CAPITAL	70.00
84785967	08/29/03	09/11/03	1528.54	NON-DEPARTMENTAL	CAPITAL	1528.54
84788809	08/29/03	09/11/03	32.00	NON-DEPARTMENTAL	CAPITAL	32.00
84811503	09/03/03	09/11/03	1132.73	NON-DEPARTMENTAL	CAPITAL	1132.73
84825679	09/04/03	09/11/03	685.40	NON-DEPARTMENTAL	CAPITAL	685.40
					Total Displayed =	3635.67
***** F & D TIRE SERVICES						
724077	08/26/03	09/11/03	405.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	405.00
					Total Displayed =	405.00
***** FIRST CHOICE POWER						
LIBRARY	08/22/03	09/11/03	685.21	PUBLIC LIBRARY	UTILITIES	685.21
PCT 1	08/27/03	09/11/03	223.05	UNIT ROAD & BRIDGE	ELECTRIC	223.05
CTHSE	09/05/03	09/11/03	419.23	NON-DEPARTMENTAL	ELECTRIC	419.23
JUST CTR	09/05/03	09/11/03	287.24	NON-DEPARTMENTAL	ELECTRIC	287.24
AGENT	09/05/03	09/11/03	162.16	NON-DEPARTMENTAL	ELECTRIC	162.16
JAIL	09/05/03	09/11/03	1756.23	SHERIFF & JAIL	ELECTRIC	1756.23
					Total Displayed =	3533.12
***** FEC ELECTRIC						
5200	08/28/03	09/11/03	19.26	UNIT ROAD & BRIDGE	ELECTRIC	19.26
8800	08/28/03	09/11/03	71.70	UNIT ROAD & BRIDGE	ELECTRIC	71.70
2200	08/29/03	09/11/03	25.71	UNIT ROAD & BRIDGE	ELECTRIC	25.71
					Total Displayed =	116.67
***** GAYLORD BROS						
444972	07/10/03	09/11/03	395.29	PUBLIC LIBRARY	OFFICE SUPPLIES	395.29
444972	07/10/03	09/11/03	565.62	PUBLIC LIBRARY	LONE STAR LIBRARY GRANT	565.62
456015CR	08/01/03	09/11/03	-105.00	PUBLIC LIBRARY	LONE STAR LIBRARY GRANT	-105.00
					Total Displayed =	855.91
***** GRIFFIN COMMUNICATION & SECURITY						
44306	09/01/03	09/11/03	29.95	PUBLIC LIBRARY	BUILDING MAINT	29.95

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	
						Total Displayed : 29.95
***** BASTON TIRE & LUBE						
1001	09/04/03	09/11/03	33.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	33.00
1001	09/04/03	09/11/03	120.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	120.00
						Total Displayed : 155.00
***** GRAY'S WHOLESALE TIRE DIST. INC						
152706	08/25/03	09/11/03	31.20	ENVIRONMENTAL ENFORCE	FUEL	31.20
						Total Displayed : 31.20
***** HUNT COUNTY						
COURT REP	09/11/03	09/11/03	425.00	354TH DISTRICT COURT	COURT REPORTER	425.00
SEC-COORD	09/11/03	09/11/03	175.00	354TH DISTRICT COURT	SECRETARY-COORDINATOR	175.00
						Total Displayed : 600.00
***** HOPKINS COUNTY JUVENILE PROBATIO						
JUV PROB	09/11/03	09/11/03	483.33	8TH DISTRICT COURT	JUVENILE PROBATION	483.33
						Total Displayed : 483.33
***** HALL'S PHARMACY						
INMATES	09/05/03	09/11/03	1548.57	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	1548.57
						Total Displayed : 1548.57
***** HOOTEN S WELDING & MFG						
RD&BR	08/05/03	09/11/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
RD&BR	08/18/03	09/11/03	44.00	UNIT ROAD & BRIDGE	FUEL & OIL	44.00
RD&BR	08/21/03	09/11/03	40.00	UNIT ROAD & BRIDGE	FUEL & OIL	40.00
RD&BR	08/28/03	09/11/03	36.27	UNIT ROAD & BRIDGE	FUEL & OIL	36.27
RD&BR	09/02/03	09/11/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
RD&BR	08/04/03	09/11/03	4.59	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	4.59
RD&BR	07/31/03	09/11/03	95.17	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	95.17
RD&BR	08/07/03	09/11/03	4.40	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	4.40
RD&BR	08/07/03	09/11/03	44.38	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	44.38
RD&BR	08/18/03	09/11/03	2.37	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	2.37
RD&BR	08/31/03	09/11/03	4.94	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	4.94
RD&BR	09/02/03	09/11/03	41.44	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	41.44
RD&BR	08/05/03	09/11/03	6.25	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	6.25
RD&BR	08/11/03	09/11/03	17.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	17.00
RD&BR	08/25/03	09/11/03	60.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	60.00
RD&BR	09/02/03	09/11/03	136.90	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	136.90
						Total Displayed : 577.71
***** J & R DISCOUNT AUTO SUPPLY						
D164786	08/21/03	09/11/03	72.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	72.95
D164160	08/13/03	09/11/03	76.43	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	76.43
D163564	08/04/03	09/11/03	5.25	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	5.25
D164172	08/13/03	09/11/03	6.35	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	6.35
D164492	08/18/03	09/11/03	19.61	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	19.61
D164545	08/19/03	09/11/03	7.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	7.95
D164635	08/20/03	09/11/03	9.37	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	9.37
D163716	08/06/03	09/11/03	11.34	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	11.34
						Total Displayed : 209.25
***** JURY LIST						
8TH DIST	09/02/03	09/02/03	492.00	8TH DISTRICT COURT	DIST JUROR EXPENSE	492.00

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
						Total Displayed = 492.00
***** JUNIOR LIBRARY GUILD						
XX	09/01/03	09/11/03	280.80	PUBLIC LIBRARY	LIBRARY MATERIAL	280.80
						Total Displayed = 280.80
***** KENNETH REINAST						
EXPENSE	09/11/03	09/11/03	300.00	COUNTY AGENT	TRAVEL ALLOWANCE	300.00
						Total Displayed = 300.00
***** KOYOTE COMMUNICATIONS						
XX	08/15/03	09/11/03	19.95	PUBLIC LIBRARY	TELEPHONE	19.95
						Total Displayed = 19.95
***** LORD ABBETT - 457 PLAN						
XX	08/29/03	08/29/03	598.17	GENERAL FUND	DEFERRED COMP.	598.17
						Total Displayed = 598.17
***** MAP SPECIALISTS ADDRESSING GROUP						
881	08/29/03	09/11/03	750.00	NON-DEPARTMENTAL	911 ADDRESSING	750.00
880	08/29/03	09/11/03	750.00	NON-DEPARTMENTAL	911 ADDRESSING	750.00
						Total Displayed = 1500.00
***** NACO CLEARING ACCOUNT						
DEF COMP	08/29/03	08/29/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
						Total Displayed = 10.00
***** NATIONAL TRAVELERS LIFE INS CO						
INSURANCE	09/02/03	09/02/03	66.05	GENERAL FUND	PAYROLL INSURANCE PAYABLE	66.05
						Total Displayed = 66.05
***** OFFICE DEPOT						
213652754	08/27/03	09/11/03	49.94	COUNTY JUDGE	OFFICE SUPPLIES	49.94
						Total Displayed = 49.94
***** DMNI SAN ANTONIO						
COLE-ROBIN	09/09/03	09/09/03	350.25	COUNTY ATTORNEY	SEMINAR EXPENSE	350.25
						Total Displayed = 350.25
***** POTTS FEED STORE						
1565	08/12/03	09/11/03	39.98	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	39.98
						Total Displayed = 39.98
***** POTTS GAS CO. INC						
SHERIFF	08/27/03	09/11/03	81.19	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	81.19
						Total Displayed = 81.19
***** POINT TIRE SERVICE						
5193	08/04/03	09/11/03	19.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	19.95
5194	08/14/03	09/11/03	8.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	8.00
5195	08/18/03	09/11/03	9.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	9.00
5196	08/27/03	09/11/03	134.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	134.95
5197	08/28/03	09/11/03	4.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	4.00
5191	08/18/03	09/11/03	8.00	ENVIRONMENTAL ENFORCE	FUEL	8.00
5192	08/26/03	09/11/03	8.00	ENVIRONMENTAL ENFORCE	FUEL	8.00
						Total Displayed = 191.96

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** PURCHASE POWER						
XX	08/26/03	09/11/03	40.90	NON-DEPARTMENTAL	POSTAGE & BOX RENT	40.90
					Total Displayed =	40.90
***** QUALIFIED EMPLOYMENT SERVICE, IN						
12704	09/02/03	09/11/03	375.84	NON-DEPARTMENTAL	SALARIES	375.84
					Total Displayed =	375.84
***** RICHARD A. BOSWORTH						
REIMB	08/23/03	09/11/03	30.36	354TH DISTRICT COURT	TRIAL EXPENSE	30.36
					Total Displayed =	30.36
***** ROBERT'S CYCLE & SOUND						
5320	07/23/03	09/11/03	29.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	29.95
					Total Displayed =	29.95
***** RAINS COUNTY CHILD WELFARE						
JUROR DON	09/02/03	09/02/03	150.00	8TH DISTRICT COURT	DIST JUROR EXPENSE	150.00
					Total Displayed =	150.00
***** RAINS COUNTY LEADER						
1438	08/12/03	09/11/03	249.00	NON-DEPARTMENTAL	PUBLICATIONS	249.00
1456	08/19/03	09/11/03	121.50	NON-DEPARTMENTAL	PUBLICATIONS	121.50
1585	08/26/03	09/11/03	58.50	NON-DEPARTMENTAL	PUBLICATIONS	58.50
1584	08/26/03	09/11/03	33.60	NON-DEPARTMENTAL	PUBLICATIONS	33.60
					Total Displayed =	462.60
***** RECORDED BOOKS						
1809935	08/20/03	09/11/03	5.95	PUBLIC LIBRARY	LIBRARY MATERIAL	5.95
					Total Displayed =	5.95
***** ROLAND FERGURSON, ATTY						
3640.3641A	09/05/03	09/11/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3755-A	09/05/03	09/11/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
					Total Displayed =	500.00
***** RAINS FAMILY HEALTHCARE						
022797-02	08/22/03	09/11/03	27.28	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.28
					Total Displayed =	27.28
***** RAINS HARDWARE						
26996	08/07/03	09/11/03	59.70	PUBLIC LIBRARY	BUILDING MAINT	59.70
27067	08/13/03	09/11/03	102.60	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	102.60
27017	08/11/03	09/11/03	234.40	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	234.40
26917	07/30/03	09/11/03	71.21	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	71.21
27039	08/14/03	09/11/03	7.74	MAINTENANCE	BLDG. MAINT	7.74
26769	08/25/03	09/11/03	7.50	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	7.50
27050	08/18/03	09/11/03	18.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	18.99
26987	08/07/03	09/11/03	.44	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	.44
26983	08/06/03	09/11/03	12.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	12.99
26694	08/05/03	09/11/03	17.06	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	17.06
26683	08/05/03	09/11/03	24.17	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	24.17
					Total Displayed =	556.80
***** ROCK SOLID CRUSHED STONE, INC						

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
1405	08/31/03	09/11/03	1276.50	UNIT ROAD & BRIDGE	ROAD MATERIAL	1276.50
1413	08/31/03	09/11/03	5221.20	UNIT ROAD & BRIDGE	ROAD MATERIAL	5221.20
Total Displayed =						6497.70
***** ROBERT VITITON						
EXPENSE	09/11/03	09/11/03	497.50	COUNTY ATTORNEY	SEMINAR EXPENSE	497.50
Total Displayed =						497.50
***** SYSCO FOOD SERVICES. INC						
308280645	08/28/03	09/11/03	32.99	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	32.99
308280645	08/28/03	09/11/03	627.00	SHERIFF & JAIL	PRISONER FOOD	627.00
Total Displayed =						659.99
***** SHI GOVERNMENT SOLUTIONS. INC						
0845E	08/11/03	09/11/03	124.80	PUBLIC LIBRARY	LIBRARY MATERIAL	124.80
Total Displayed =						124.80
***** SECRETARY OF STATE						
VOTER BOOK	09/09/03	09/09/03	35.00	REGISTRATION OFFICE	OFFICE SUPPLIES	35.00
Total Displayed =						35.00
***** SOUTH RAINS WATER SUPPLY						
PCT 1	08/25/03	09/11/03	19.44	UNIT ROAD & BRIDGE	WATER	19.44
Total Displayed =						19.44
***** SHIRLEY WEEKS						
HOMECEXP	09/11/03	09/11/03	300.00	COUNTY AGENT	ECONOMIST TRAVEL ALLOWANCE	300.00
Total Displayed =						300.00
***** THOMSON-WEST						
804976269	08/30/03	09/11/03	91.50	COUNTY ATTORNEY	LAW LIBRARY	91.50
Total Displayed =						91.50
***** TAC HEBP						
HEALTH INS	09/03/03	09/03/03	20453.75	NON-DEPARTMENTAL UNIT ROAD & BRIDGE GENERAL FUND	HEALTH INSURANCE HEALTH INSURANCE PAYROLL INSURANCE PAYABLE	18763.86 407.91 1281.98
Total Displayed =						20453.75
***** TAC UNEMPLOYMENT FUND						
FUTA	09/03/03	09/11/03	287.76	NON-DEPARTMENTAL	FUTA	287.76
Total Displayed =						287.76
***** TAC-WORKERS COMP FUND						
XX	08/29/03	09/11/03	5947.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	WORKERS COMP. WORKERS COMP	5837.00 110.00
Total Displayed =						5947.00
***** TAWAXONI TIRE SERVICE						
2948	08/05/03	09/11/03	93.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	93.95
3034	08/18/03	09/11/03	30.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	30.00
Total Displayed =						123.95
***** TEXAS CO & DIST RETIREMENT SYS						
RETIREMENT	08/29/03	08/29/03	18723.37	GENERAL FUND UNIT ROAD & BRIDGE	PAYROLL RETIREMENT PAYABLE PAYROLL RETIREMENT PAYABLE	17387.56 420.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
				NON-DEPARTMENTAL	RETIREMENT	894.21
				UNIT ROAD & BRIDGE	RETIREMENT	21.60
					Total Displayed =	18723.37
***** THE COMPUTER MAN						
20030536	09/02/03	09/11/03	400.00	COUNTY COURT/CLERK	EQUIPMENT MAINT	400.00
					Total Displayed =	400.00
***** TEXAS DIST & CO ATTY ASSN						
REGISTRATI	09/09/03	09/09/03	400.00	COUNTY ATTORNEY	SEMINAR EXPENSE	400.00
VITITOW	09/11/03	09/11/03	75.00	COUNTY ATTORNEY	DUES	75.00
					Total Displayed =	475.00
***** TRIPLE E ELECTRIC						
4023	08/30/03	09/11/03	21.37	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	21.37
					Total Displayed =	21.37
***** U S POST OFFICE						
POSTAGE	09/03/03	09/03/03	74.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	74.00
					Total Displayed =	74.00
***** VERIZON						
LIBRARY	08/19/03	09/11/03	99.95	PUBLIC LIBRARY	TELEPHONE	99.95
PCT 3	08/19/03	09/11/03	50.46	PREC #3 COMMISSIONER	TELEPHONE	50.46
PCT 1	08/19/03	09/11/03	249.84	UNIT ROAD & BRIDGE	TELEPHONE	249.84
JUDGE	08/19/03	09/11/03	318.60	COUNTY JUDGE	TELEPHONE	318.60
ANNEX	08/25/03	09/11/03	613.01	NON-DEPARTMENTAL	TELEPHONES-ANNEX	613.01
JP	08/25/03	09/11/03	320.57	JUSTICE PEACE	TELEPHONE	320.57
AGENT	08/19/03	09/11/03	108.36	COUNTY AGENT	TELEPHONE	108.36
<del>472-3181</del>	<del>08/19/03</del>	<del>09/11/03</del>	<del>445.40</del>	<del>SHERIFF &amp; JAIL</del>	<del>TELEPHONE</del>	<del>445.40</del>
<del>472-3000</del>	<del>08/19/03</del>	<del>09/11/03</del>	<del>46.17</del>	<del>SHERIFF &amp; JAIL</del>	<del>TELEPHONE</del>	<del>46.17</del>
					Total Displayed =	2252.36
***** VISION BENEFITS OF AMERICA						
HEALTH INS	09/02/03	09/02/03	261.60	NON-DEPARTMENTAL	HEALTH INSURANCE	189.60
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	3.95
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	40.25
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	27.80
					Total Displayed =	261.60
***** VIKING OFFICE PRODUCTS						
97751	08/22/03	09/11/03	9.48	COUNTY AGENT	OFFICE SUPPLIES	9.48
97151	08/22/03	09/11/03	186.05	COUNTY AGENT	OFFICE SUPPLIES	186.05
					Total Displayed =	195.53
***** WILSON HEATING & AIR COND						
8923	08/27/03	09/11/03	68.00	PUBLIC LIBRARY	BUILDING MAINT	68.00
					Total Displayed =	68.00
***** WILLIAM H MCDOWELL, ATTY						
3912-A	09/05/03	09/11/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3896-A	09/05/03	09/11/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3916-A	09/05/03	09/11/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
					Total Displayed =	800.00
***** XEROX CAPITAL						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
593974246	09/02/03	09/11/03	119.24	COUNTY COURT/CLERK	OFFICE EQUIPMENT	119.24
593974240	09/02/03	09/11/03	119.24	SHERIFF & JAIL	COPIER LEASE	119.24
593974420	09/02/03	09/11/03	119.24	COUNTY JUDGE	COPIER LEASE	119.24
593969381	09/02/03	09/11/03	76.21	COUNTY AGENT	COPIER LEASE	76.21
97640389	09/03/03	09/11/03	104.17	COUNTY AGENT	COPIER LEASE	104.17
Total Displayed =						538.10

Grand Total of Displayed \$ 113494.68

AP BY GL REGISTER

09/11/03

PAGE: 10

FUND DESCRIPTION

TOTAL

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002 GENERAL FUND	85110.05
010 UNIT ROAD & BRIDGE	24108.14
034 PUBLIC LIBRARY	4276.49
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TOTAL ALL FUNDS:	113494.68



COUNTY OF RAINS VOL. 039 PAGE 0384

100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



September 11, 2003  
Expense Report Date

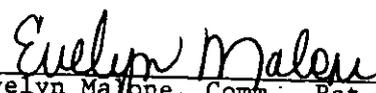
SUBJECT: Payment of County Invoices/Warrants

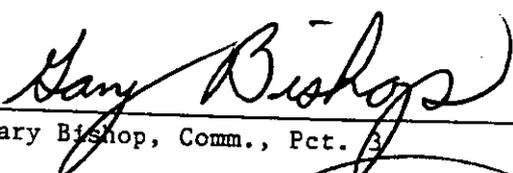
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

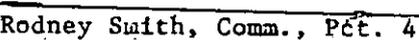
<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

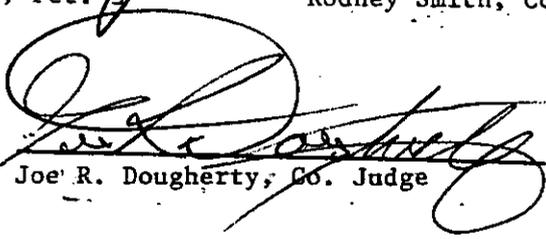
Signed this 11th of September 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge

```
*****  
*  
*          G E N E R A L   L E D G E R          *  
*  
*          R A I N S   C O U N T Y            *  
*  
*          S t a t e m e n t   o f   F i n a n c i a l   C o n d i t i o n          *  
*  
*          F o r   t h e   M o n t h   E n d i n g :   A U G U S T   3 1 .   2 0 0 3      *  
*  
*****
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RAINS COUNTY  
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 For the Month Ending: AUGUST 31, 2003

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09/09/03

RAINS COUNTY  
BALANCE SHEET - GENERAL FUND  
AUGUST 31, 2003

ASSETS

CURRENT ASSETS

CASH - GENERAL FUND

438,573.22

TOTAL CURRENT ASSETS

438,573.22

OTHER ASSETS

ESTIMATED REVENUES

2,991,544.00

LESS: REVENUES RECEIVED

2,657,066.05

TOTAL OTHER ASSETS

334,477.95

TOTAL ASSETS

773,051.17

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

PAYROLL FICA PAYABLE

69.32

PAYROLL INSURANCE PAYABLE

6,862.96

TOTAL CURRENT LIABILITIES

6,932.28

OTHER LIABILITIES

APPROPRIATIONS

2,991,544.00

LESS: EXPENDITURES

2,573,367.26

TOTAL OTHER LIABILITIES

418,176.74

FUND BALANCE

CURRENT FUND BALANCE

361,806.71

TOTAL FUND BALANCE

361,806.71

TOTAL LIABILITIES & FUND BAL.

773,051.17

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
-----						
REV - GENERAL FUND						
AD VALOREM CURRENT	1,888,861.00	1,888,861.00	28,001.17	1,822,921.80	65,939.20	96.5
AD VALOREM DELINQUEN	84,000.00	84,000.00	4,652.47	98,133.03	14,133.03-	116.8
PENALTY & INTEREST	45,000.00	45,000.00	6,260.62	70,454.05	25,454.05-	156.6
SHERIFF FEES	7,000.00	7,000.00	1,819.26	12,543.30	5,543.30-	179.2
CLERK FEES	60,000.00	60,000.00	6,228.61	62,312.48	2,312.48-	103.9
DISTRICT CLERK FEES	20,000.00	20,000.00	3,463.04	26,270.66	6,270.66-	131.4
COUNTY COURT FINES	125,000.00	125,000.00	5,558.51	94,090.59	30,909.41	75.3
DISTRICT COURT FINES	17,000.00	17,000.00	5,767.29	30,423.67	13,423.67-	179.0
AUTO TAX TITLE	9,300.00	9,300.00	845.00	9,625.00	325.00-	103.5
TAX COLLECTOR FEES	400.00	400.00	.00	282.45	117.55	70.6
BEER & LIQUOR PERMITS	1,200.00	1,200.00	388.50	1,461.00	261.00-	121.8
BOAT REGISTRATION	1,300.00	1,300.00	133.00	1,347.45	47.45-	103.7
BOAT & MTR SALES TAX	1,000.00	1,000.00	48.17	1,594.85	594.85-	159.5
J P FINES & FEES	68,000.00	68,000.00	5,883.18	59,754.70	8,245.30	87.9
CONSTABLE FEES	400.00	400.00	100.00	1,380.00	980.00-	345.0
JUVENILE PROBATION FEES	.00	.00	.00	215.00	215.00-	.0
INTEREST	35,000.00	35,000.00	1,226.47	17,520.76	17,479.24	50.1
SALES TAX	290,000.00	290,000.00	23,945.70	212,915.71	77,084.29	73.4
MIXED BEVERAGE TAX	1,000.00	1,000.00	.00	1,941.38	941.38-	194.1
DUMPSTER FEES	.00	.00	104.00	1,218.50	1,218.50-	.0
OTHER INCOME	10,000.00	10,000.00	99.33	37,647.40	27,647.40-	376.5
TAX SUITS	.00	.00	5,827.32	32,108.45	32,108.45-	.0
DEPUTY GRANT	.00	.00	.00	.00	.00	.0
911 ADDRESSING	16,800.00	16,800.00	.00	.00	16,800.00	.0
EMERGENCY SERVICE DIST	4,483.00	4,483.00	.00	.00	4,483.00	.0
STATE TRIAL FEES	.00	.00	4,995.14	51,128.82	51,128.82-	.0
CO ATTY STATE FUNDS	.00	.00	.00	.00	.00	.0
OSSF PERMIT FEE	5,000.00	5,000.00	.00	8,870.00	3,870.00-	177.4
PROBATE EDUCATION	.00	.00	15.00	105.00	105.00-	.0
TRANS. FR REC. MGMT #2	800.00	800.00	.00	800.00	.00	100.0
ESTIMATED CARRYOVER	300,000.00	300,000.00	.00	.00	300,000.00	.0
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TOTAL - GENERAL FUND	2,991,544.00	2,991,544.00	103,361.78	2,657,066.05	334,477.95	88.8
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Description	Beg Budget	Cur Budget	M-T-D	Y-T-O	Encumbrance	Balance	%
ELECTRIC	17,000.00	17,000.00	2,296.34	16,160.15	.00	839.85	95.1
GAS	1,200.00	1,200.00	53.10	1,699.82	.00	499.82	141.7
WATER	4,401.00	4,401.00	217.26	2,607.34	.00	1,793.66	59.2
TRIAL FEES TO STATE	.00	.00	204.17	47,440.69	.00	47,440.69	.0
TAX REFUND	.00	.00	.00	1,172.15	.00	1,172.15	.0
911 ADDRESSING	19,500.00	19,500.00	1,500.00	18,000.00	.00	1,500.00	92.3
B&B BUILDING	.00	.00	.00	.00	.00	.00	.0
PRISONER BOARDING	.00	.00	.00	.00	.00	.00	.0
ANIMAL SHELTER	.00	.00	.00	.00	.00	.00	.0
TNRCC	.00	.00	90.00	370.00	.00	370.00	.0
TRANSFER TO UNIT RD & BR	215,000.00	215,000.00	.00	215,000.00	.00	.00	100.0
TRANSFER TO LIBRARY	20,652.00	20,652.00	.00	20,652.00	.00	.00	100.0
COPIERS	.00	.00	.00	.00	.00	.00	.0
SALARIES	1,150,112.00	1,150,112.00	130,095.28	1,035,083.97	.00	115,028.03	90.0
SOCIAL SECURITY	88,903.00	88,903.00	9,604.05	77,883.46	.00	11,019.54	87.6
RETIREMENT	87,918.00	87,918.00	9,583.45	77,374.93	.00	10,543.07	88.0
WORKERS COMP.	19,661.00	19,661.00	5.87	17,506.46	.00	2,154.54	89.0
FUTA	6,954.00	6,954.00	23.61	5,333.42	.00	1,620.58	76.7
HEALTH INSURANCE	288,960.00	288,960.00	18,889.13	208,941.24	.00	80,018.76	72.3
O/T SALARY-SHERIFF	.00	.00	.00	.00	.00	.00	.0
<b>TOTAL NON-DEPARTMENTAL</b>	<b>2,539,108.00</b>	<b>2,538,408.00</b>	<b>189,897.46</b>	<b>2,213,529.71</b>	<b>.00</b>	<b>324,878.29</b>	<b>87.2</b>
<b>INDIGENT HEALTH CARE</b>							
INDIGENT HEALTH EXPENSE	60,300.00	60,300.00	188.90	18,049.80	.00	42,250.20	29.9
PRISONER HEALTH CARE	6,500.00	6,500.00	3,078.26	8,395.55	.00	1,895.55	129.2
OFFICE SUPPLIES	200.00	200.00	.00	613.62	.00	413.62	306.8
IHC SEMINAR EXPENSE	600.00	600.00	.00	.00	.00	600.00	.0
SOFTWARE MAINTENANCE	800.00	800.00	.00	800.00	.00	.00	100.0
REDBOOK UPDATE	.00	.00	.00	900.00	.00	900.00	.0
<b>TOTAL INDIGENT HEALTH CAR</b>	<b>68,400.00</b>	<b>68,400.00</b>	<b>3,267.16</b>	<b>28,758.97</b>	<b>.00</b>	<b>39,641.03</b>	<b>42.1</b>
<b>MAINTENANCE</b>							
BLDG. MAINT	7,500.00	7,500.00	1,539.98	7,411.96	.00	88.04	98.8
CUSTODIAL SUPPLIES	5,000.00	5,000.00	411.46	2,994.14	.00	2,005.86	59.9
<b>TOTAL MAINTENANCE</b>	<b>12,500.00</b>	<b>12,500.00</b>	<b>1,951.44</b>	<b>10,406.10</b>	<b>.00</b>	<b>2,093.90</b>	<b>83.3</b>
<b>ELECTIONS</b>							
ELECTION PERSONNEL	5,000.00	5,000.00	.00	5,575.50	.00	575.50	111.5
ELECTION EXPENSE	2,000.00	2,000.00	.00	1,482.53	.00	517.47	74.1
<b>TOTAL ELECTIONS</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>.00</b>	<b>7,058.03</b>	<b>.00</b>	<b>58.03</b>	<b>100.8</b>
<b>COUNTY AGENT</b>							
EQUIPMENT MAINTENANCE	500.00	500.00	.00	.00	.00	500.00	.0
OFFICE SUPPLIES	1,200.00	1,200.00	267.14	1,325.11	.00	125.11	110.4
TELEPHONE	1,500.00	1,500.00	104.10	1,131.89	.00	368.11	75.5

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
TRAVEL ALLOWANCE	3,600.00	3,600.00	300.00	3,300.00	.00	300.00	91.7
ECONOMIST TRAVEL ALLOWANC	3,600.00	3,600.00	300.00	3,300.00	.00	300.00	91.7
OFFICE EQUIPMENT	600.00	600.00	.00	192.86	.00	407.14	32.1
COPIER LEASE	1,757.00	1,757.00	218.21	1,619.31	.00	137.69	92.2
<b>TOTAL COUNTY AGENT</b>	<b>12,757.00</b>	<b>12,757.00</b>	<b>1,189.45</b>	<b>10,869.17</b>	<b>.00</b>	<b>1,887.83</b>	<b>85.2</b>
<b>COUNTY ATTORNEY</b>							
EQUIPMENT MAINT	700.00	700.00	.00	506.98	.00	193.02	72.4
DUES	200.00	200.00	.00	50.00	.00	150.00	25.0
BONDS	200.00	200.00	.00	150.00	.00	50.00	75.0
OFFICE SUPPLIES	2,600.00	2,600.00	1,561.74	436.45	.00	2,163.55	16.8
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
SEMINAR EXPENSE	3,500.00	3,500.00	810.80	2,133.49	.00	1,366.51	61.0
OFFICE EQUIPMENT	500.00	500.00	.00	499.99	.00	.01	100.0
LAW LIBRARY	2,600.00	2,600.00	1,002.00	672.75	.00	1,927.25	25.9
CO ATTY STATE FUNDS	.00	.00	.00	.00	.00	.00	.0
COPIER LEASE	1,200.00	1,200.00	.00	284.16	.00	915.84	23.7
<b>TOTAL COUNTY ATTORNEY</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>1,752.94</b>	<b>4,733.82</b>	<b>.00</b>	<b>6,766.18</b>	<b>41.2</b>
<b>CONSTABLE COUNTY-WIDE</b>							
EQUIPMENT MAINT	400.00	400.00	.00	.00	.00	400.00	.0
BONDS	.00	.00	.00	92.50	.00	92.50	.0
SEMINAR EXPENSES	200.00	200.00	.00	.00	.00	200.00	.0
OFFICE EQUIPMENT	200.00	200.00	.00	42.36	.00	157.64	21.2
<b>TOTAL CONSTABLE COUNTY-WI</b>	<b>800.00</b>	<b>800.00</b>	<b>.00</b>	<b>134.86</b>	<b>.00</b>	<b>665.14</b>	<b>16.9</b>
<b>COUNTY COURT/CLERK</b>							
EQUIPMENT MAINT	5,300.00	5,300.00	678.84	5,602.41	.00	302.41	105.7
DUES	75.00	75.00	.00	75.00	.00	.00	100.0
BONDS	350.00	350.00	.00	959.88	.00	609.88	274.3
OFFICE SUPPLIES	5,000.00	5,000.00	422.56	4,659.91	.00	340.09	93.2
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
SEMINAR EXPENSE	1,500.00	1,500.00	682.79	1,691.01	.00	191.01	112.7
OFFICE EQUIPMENT	2,500.00	2,500.00	1,116.13	2,070.05	.00	429.95	82.8
CO JUROR EXPENSE	2,000.00	2,000.00	6.00	363.00	.00	1,637.00	18.2
CO TRIAL EXPENSE	5,000.00	5,000.00	75.00	1,726.20	.00	3,273.80	34.5
COURT REPORTER	1,500.00	1,500.00	.00	600.00	.00	900.00	40.0
<b>TOTAL COUNTY COURT/CLERK</b>	<b>23,225.00</b>	<b>23,225.00</b>	<b>2,969.32</b>	<b>17,747.46</b>	<b>.00</b>	<b>5,477.54</b>	<b>76.4</b>
<b>DISTRICT CLERK</b>							
EQUIPMENT MAINT.	1,000.00	1,000.00	.00	2,202.35	.00	1,202.35	220.2
DUES	75.00	75.00	.00	75.00	.00	.00	100.0
BONDS	250.00	250.00	.00	280.00	.00	30.00	112.0
OFFICE SUPPLIES	3,950.00	3,950.00	71.49	2,869.51	.00	1,080.49	72.7
SEMINAR EXPENSE	850.00	850.00	555.33	1,515.60	.00	665.60	178.3



Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
SEMINAR EXPENSE	300.00	300.00	.00	.00	.00	300.00	.0
OFFICE EQUIPMENT	700.00	700.00	371.40	1,123.55	.00	423.55	160.5
TOTAL REGISTRATION OFFICE	4,400.00	4,400.00	1,051.23	3,326.41	.00	1,073.59	75.6
SHERIFF & JAIL							
BLDG. REPAIR & MAINT.	13,500.00	13,500.00	2,150.46	14,406.75	.00	906.75	106.7
EQUIPMENT REPAIR & MAINT.	10,000.00	10,000.00	308.36	6,413.47	.00	3,586.53	64.1
VEHICLE REPAIR & MAINT.	12,000.00	12,000.00	2,148.76	11,918.96	.00	81.04	99.3
DUES	350.00	350.00	.00	250.00	.00	100.00	71.4
BDNDS	800.00	800.00	175.00	775.00	.00	25.00	96.9
OFFICE SUPPLIES	7,000.00	7,000.00	548.10	5,794.17	.00	1,205.83	82.8
TELEPHONE	8,000.00	8,000.00	1,154.53	8,324.35	.00	324.35	104.1
SEMINAR EXPENSE	1,500.00	1,500.00	145.43	3,214.25	.00	1,714.25	214.3
ELECTRIC	20,000.00	20,000.00	3,207.63	21,057.34	.00	1,057.34	105.3
GAS	3,000.00	3,000.00	259.68	4,796.62	.00	1,796.62	159.9
WATER	8,000.00	8,000.00	229.57	3,399.84	.00	4,600.16	42.5
EQUIPMENT	8,300.00	8,300.00	496.00	3,232.57	.00	5,067.43	39.0
LAB - FORENSIC	2,000.00	2,000.00	5,462.00	7,045.38	.00	5,045.38	352.3
PRISONER SUPPLIES	7,000.00	7,000.00	469.08	7,613.16	.00	613.16	108.8
PRISONER FOOD	23,000.00	23,000.00	3,898.17	24,535.62	.00	1,535.62	106.7
PRISONER HEALTH	700.00	700.00	12.09	407.34	.00	292.66	58.2
FUEL & OIL	18,000.00	18,000.00	3,043.81	17,583.98	.00	416.02	97.7
ANIMAL CONTROL	2,000.00	2,000.00	.00	240.00	.00	1,760.00	12.0
COPIER LEASE	1,650.00	1,650.00	119.24	1,192.40	.00	457.60	72.3
TOTAL SHERIFF & JAIL	146,800.00	146,800.00	21,827.91	142,201.20	.00	4,598.80	96.9
DEPARTMENT OF PUBLIC SAFETY							
OFFICE SUPPLIES	400.00	400.00	.00	373.68	.00	26.32	93.4
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
DPS RADAR	3,000.00	3,000.00	.00	3,000.00	.00	.00	100.0
TOTAL DEPARTMENT OF PUBLI	3,400.00	3,400.00	.00	3,373.68	.00	26.32	99.2
PARKS & WILDLIFE							
OFFICE SUPPLIES	400.00	400.00	.00	.00	.00	400.00	.0
TELEPHONE	.00	.00	.00	.00	.00	.00	.0
TOTAL PARKS & WILDLIFE	400.00	400.00	.00	.00	.00	400.00	.0
HEALTH & WELFARE							
CHILD PROTECTIVE SERVICE	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0
MHMR SERVICES	5,026.00	5,026.00	418.83	4,607.13	.00	418.87	91.7
CHILD ADVOCACY	2,745.00	2,745.00	.00	2,745.00	.00	.00	100.0
TOTAL HEALTH & WELFARE	9,771.00	9,771.00	418.83	7,352.13	.00	2,418.87	75.2
ENVIRONMENTAL ENFORCEMENT							

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
OTHER	.00	.00	.00	.00	.00	.00	.0
SUPPLIES	360.00	360.00	.00	835.54	.00	475.54-	232.1
TELEPHONE	372.00	372.00	29.99	368.87	.00	3.13	99.2
SEMINAR EXPENSE	650.00	650.00	80.00	510.00	.00	140.00	78.5
FUEL	800.00	800.00	130.84	1,009.10	.00	209.10-	126.1
OSSF SOFTWARE	1,490.00	1,490.00	.00	.00	.00	1,490.00	.0
DUMPSTERS	5,640.00	5,640.00	1,164.63	4,244.63	.00	1,395.37	75.3
<b>TOTAL ENVIRONMENTAL</b>	<b>9,312.00</b>	<b>9,312.00</b>	<b>1,405.46</b>	<b>6,968.14</b>	<b>.00</b>	<b>2,343.86</b>	<b>74.8</b>
PREC #1 COMMISSIONER							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	.00	.00	178.00	.0
OFFICE SUPPLIES	100.00	100.00	.00	25.00	.00	75.00	25.0
BOOKS	150.00	150.00	.00	.00	.00	150.00	.0
TELEPHONE	372.00	372.00	42.50	328.28	.00	43.72	88.3
SEMINAR EXPENSE	650.00	650.00	75.00	325.00	.00	325.00	50.0
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
<b>TOTAL PREC #1 COMMISSIONER</b>	<b>1,690.00</b>	<b>1,690.00</b>	<b>117.50</b>	<b>818.28</b>	<b>.00</b>	<b>871.72</b>	<b>48.4</b>
PREC #2 COMMISSIONER							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	127.50	177.50	.00	.50	99.7
OFFICE SUPPLIES	100.00	100.00	.00	155.99	.00	55.99-	156.0
BOOKS	150.00	150.00	.00	32.04	.00	117.96	21.4
TELEPHONE	1,000.00	1,000.00	42.50	707.46	.00	292.54	70.8
SEMINAR EXPENSE	1,300.00	1,300.00	.00	1,005.58	.00	294.42	77.4
OFFICE EQUIPMENT	100.00	100.00	.00	108.24	.00	8.24-	108.2
<b>TOTAL PREC #2 COMMISSIONER</b>	<b>2,968.00</b>	<b>2,968.00</b>	<b>170.00</b>	<b>2,326.81</b>	<b>.00</b>	<b>641.19</b>	<b>78.4</b>
PREC #3 COMMISSIONER							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	.00	.00	.00	178.00	.0
OFFICE SUPPLIES	100.00	100.00	.00	43.94	.00	56.06	43.9
BOOKS	40.00	40.00	.00	.00	.00	40.00	.0
TELEPHONE	1,000.00	1,000.00	66.00	529.17	.00	470.83	52.9
SEMINAR EXPENSE	650.00	650.00	.00	712.16	.00	62.16-	109.6
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
<b>TOTAL PREC #3 COMMISSIONER</b>	<b>2,208.00</b>	<b>2,208.00</b>	<b>66.00</b>	<b>1,425.27</b>	<b>.00</b>	<b>782.73</b>	<b>64.6</b>
PREC #4 COMMISSIONER							
DUES	140.00	140.00	.00	140.00	.00	.00	100.0
BONDS	178.00	178.00	127.50	177.50	.00	.50	99.7
OFFICE SUPPLIES	100.00	100.00	.00	52.86	.00	47.14	52.9
BOOKS	150.00	150.00	.00	.00	.00	150.00	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
TELEPHONE	1,000.00	1,000.00	42.50	297.50	.00	702.50	29.8
SEMINAR EXPENSE	1,300.00	1,300.00	.00	1,797.25	.00	497.25	138.3
OFFICE EQUIPMENT	100.00	100.00	.00	.00	.00	100.00	.0
TOTAL PREC #4 COMMISSIONE	2,968.00	2,968.00	170.00	2,465.11	.00	502.89	83.1
TOTAL - GENERAL FUND	2,991,544.00	2,991,544.00	236,864.17	2,573,367.26	.00	418,176.74	86.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - RECORDS MGMT PRESERVATION #2  
 AUGUST 31, 2003

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ASSETS  
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## CURRENT ASSETS

CASH - RECORDS MGMT PRESERVATION #2 11,412.72

TOTAL CURRENT ASSETS 11,412.72

## OTHER ASSETS

LESS: REVENUES RECEIVED 1,876.36-

TOTAL OTHER ASSETS 1,876.36-

TOTAL ASSETS 9,536.36

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00

## OTHER LIABILITIES

LESS: EXPENDITURES 2,632.04-

TOTAL OTHER LIABILITIES 2,632.04-

## FUND BALANCE

CURRENT FUND BALANCE 12,168.40

TOTAL FUND BALANCE 12,168.40

TOTAL LIABILITIES & FUND BAL. 9,536.36

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	
=====						
REV - RECORDS MGMT PRESERVATION #2						
CLERK FEES	.00	.00	235.02	1,808.56	1,808.56-	.0
INTEREST	.00	.00	3.84	67.80	67.80-	.0
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TOTAL - RECORDS MGMT PRES	.00	.00	238.86	1,876.36	1,876.36-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - RECORDS MGMT PRESERVATION #2							
RECORDS MANAGEMENT	.00	.00	.00	2.632.04	.00	2.632.04-	.0
TOTAL - RECORDS MGMT PRES	.00	.00	.00	2.632.04	.00	2.632.04-	.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - HOTEL/MOTEL TAX  
 AUGUST 31, 2003

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ASSETS

CURRENT ASSETS

CASH - HOTEL/MOTEL TAX 18,121.93

TOTAL CURRENT ASSETS 18,121.93

OTHER ASSETS

LESS: REVENUES RECEIVED 12,266.55-

TOTAL OTHER ASSETS 12,266.55-

TOTAL ASSETS 5,855.38

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00

OTHER LIABILITIES

LESS: EXPENDITURES 7,112.50-

TOTAL OTHER LIABILITIES 7,112.50-

FUND BALANCE

CURRENT FUND BALANCE 12,967.88

TOTAL FUND BALANCE 12,967.88

TOTAL LIABILITIES & FUND BAL. 5,855.38

Description	Beq Budget	Cur Budget	M-T-D	Y-T-D	Balance	
=====						
REV - HOTEL/MOTEL TAX						
INTEREST	.00	.00	6.89	86.36	86.36-	.0
TAXES	.00	.00	425.98	12,180.19	12,180.19-	.0
-----						
TOTAL - HOTEL/MOTEL TAX	.00	.00	432.87	12,266.55	12,266.55-	.0
=====						

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	±
EXP - HOTEL/MOTEL TAX							
HOTEL/MOTEL TAX	.00	.00	4,500.00	7,112.50	.00	7,112.50-	.0
TOTAL - HOTEL/MOTEL TAX	.00	.00	4,500.00	7,112.50	.00	7,112.50-	.0

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RAINS COUNTY  
 BALANCE SHEET - COURTHOUSE SECURITY FUND  
 AUGUST 31, 2003

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ASSETS  
 -----

## CURRENT ASSETS

CASH - COURTHOUSE SECURITY FUND

50.640.68

TOTAL CURRENT ASSETS

50.640.68

## OTHER ASSETS

LESS: REVENUES RECEIVED

6.588.86-

TOTAL OTHER ASSETS

6.588.86-

TOTAL ASSETS

44.051.82

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

## OTHER LIABILITIES

TOTAL OTHER LIABILITIES

.00

## FUND BALANCE

CURRENT FUND BALANCE

44.051.82

TOTAL FUND BALANCE

44.051.82

TOTAL LIABILITIES &amp; FUND BAL.

44.051.82

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
=====						
REV - COURTHOUSE SECURITY FUND						
CLERK FEES	.00	.00	502.53	4,423.68	4,423.68-	.0
J P FEES	.00	.00	196.96	1,797.31	1,797.31-	.0
INTEREST	.00	.00	27.80	367.87	367.87-	.0
-----						
TOTAL - COURTHOUSE SECURI	.00	.00	727.29	6,588.86	6,588.86-	.0
=====						



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RAINS COUNTY  
 BALANCE SHEET - LAW ENFORCEMENT TRAINING  
 AUGUST 31, 2003

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ASSETS  
 -----

## CURRENT ASSETS

CASH - LAW ENFORCEMENT TRAINING 6.816.50  
 -----

TOTAL CURRENT ASSETS 6.816.50  
 -----

## OTHER ASSETS

LESS: REVENUES RECEIVED 1.847.78-  
 -----

TOTAL OTHER ASSETS 1.847.78-  
 -----

TOTAL ASSETS 4.968.72  
 =====

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00  
 -----

## OTHER LIABILITIES

LESS: EXPENDITURES 1.772.61-  
 -----

TOTAL OTHER LIABILITIES 1.772.61-  
 -----

## FUND BALANCE

CURRENT FUND BALANCE 6.741.33  
 -----

TOTAL FUND BALANCE 6.741.33  
 -----

TOTAL LIABILITIES & FUND BAL. 4.968.72  
 =====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
REV - LAW ENFORCEMENT TRAINING						
STATE COMPT-SHERIFF	.00	.00	.00	1.847.78	1.847.78-	.0
STATE COMPT-CONSTABLE	.00	.00	.00	.00	.00	.0
TOTAL - LAW ENFORCEMENT T	.00	.00	.00	1.847.78	1.847.78-	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - LAW ENFORCEMENT TRAINING							
TRAINING-SHERIFF	.00	.00	.00	1,772.61	.00	1,772.61-	.0
TRAINING-CONSTABLE	.00	.00	.00	.00	.00	.00	.0
TOTAL - LAW ENFORCEMENT T	.00	.00	.00	1,772.61	.00	1,772.61-	.0

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RAINS COUNTY  
 BALANCE SHEET - COMMUNITY SERVICE-JUVENILE  
 AUGUST 31, 2003

Page 21

ASSETS  
 -----

## CURRENT ASSETS

CASH - COMMUNITY SERVICE-JUVENILE 154.64

TOTAL CURRENT ASSETS 154.64

## OTHER ASSETS

LESS: REVENUES RECEIVED 378.50-

TOTAL OTHER ASSETS 378.50-

TOTAL ASSETS 223.86-

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

PAYROLL FICA PAYABLE .02

TOTAL CURRENT LIABILITIES .02

## OTHER LIABILITIES

LESS: EXPENDITURES 360.00-

TOTAL OTHER LIABILITIES 360.00-

## FUND BALANCE

CURRENT FUND BALANCE 136.12

TOTAL FUND BALANCE 136.12

TOTAL LIABILITIES & FUND BAL. 223.86-

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - COMMUNITY SERVICE-JUVENILE						
COMMUNITY SERVICE FINES	.00	.00	.00	378.50	378.50-	.0
-----						
TOTAL - COMMUNITY SERVICE	.00	.00	.00	378.50	378.50-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - COMMUNITY SERVICE-JUVENILE							
SALARY	.00	.00	.00	360.00	.00	360.00-	.0
SOCIAL SECURITY	.00	.00	.00	.00	.00	.00	.0
RETIREMENT	.00	.00	.00	.00	.00	.00	.0
TOTAL - COMMUNITY SERVICE	.00	.00	.00	360.00	.00	360.00-	.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - JUSTICE CT TECHNOLOGY FD  
 AUGUST 31, 2003

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ASSETS  
 -----

## CURRENT ASSETS

CASH - JUSTICE CT TECHNOLOGY FD 3.321.01  
 -----

TOTAL CURRENT ASSETS 3.321.01  
 -----

## OTHER ASSETS

LESS: REVENUES RECEIVED 2.392.49-  
 -----

TOTAL OTHER ASSETS 2.392.49-  
 -----

TOTAL ASSETS 928.52  
 =====

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00  
 -----

## OTHER LIABILITIES

LESS: EXPENDITURES 1.900.12-  
 -----

TOTAL OTHER LIABILITIES 1.900.12-  
 -----

## FUND BALANCE

CURRENT FUND BALANCE 2.828.64  
 -----

TOTAL FUND BALANCE 2.828.64  
 -----

TOTAL LIABILITIES & FUND BAL. 928.52  
 =====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
=====						
REV - JUSTICE CT TECHNOLOGY FD						
J P FEES	.00	.00	262.63	2,392.49	2,392.49-	.0
-----						
TOTAL - JUSTICE CT TECHNO	.00	.00	262.63	2,392.49	2,392.49-	.0
=====						

Description	Req Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - JUSTICE CT TECHNOLOGY FD							
J P COURT	.00	.00	.00	1.900.12	.00	1.900.12-	.0
TOTAL - JUSTICE CT TECHNO	.00	.00	.00	1.900.12	.00	1.900.12-	.0

09/09/03

RAINS COUNTY  
BALANCE SHEET - UNIT ROAD & BRIDGE  
AUGUST 31, 2003

Page 27

ASSETS  
-----

## CURRENT ASSETS

CASH - UNIT ROAD &amp; BRIDGE

383.345.33

TOTAL CURRENT ASSETS

383.345.33

## OTHER ASSETS

ESTIMATED REVENUES

635.888.00

LESS: REVENUES RECEIVED

620.690.20-

TOTAL OTHER ASSETS

15.197.80

TOTAL ASSETS

398.543.13

LIABILITIES AND FUND BALANCE  
-----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

## OTHER LIABILITIES

APPROPRIATIONS

635.888.00

LESS: EXPENDITURES

604.211.46-

TOTAL OTHER LIABILITIES

31.676.54

## FUND BALANCE

CURRENT FUND BALANCE

366.866.59

TOTAL FUND BALANCE

366.866.59

TOTAL LIABILITIES &amp; FUND BAL.

398.543.13

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - UNIT ROAD & BRIDGE						
OTHER INCOME	.00	.00	.00	5,692.58	5,692.58-	.0
VEHICLE REGISTRATION	317,997.00	317,997.00	21,582.99	300,202.45	17,794.55	94.4
ROAD & BRIDGE FEE	90,891.00	90,891.00	7,653.30	87,503.70	3,387.30	96.3
STATE LATERAL FUND	12,000.00	12,000.00	.00	12,291.47	291.47-	102.4
TRANSFER FR GENERAL	215,000.00	215,000.00	.00	215,000.00	.00	100.0
-----						
TOTAL - UNIT ROAD & BRIDGE	635,888.00	635,888.00	29,236.29	620,690.20	15,197.80	97.6
=====						

DESCRIPTION	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - UNIT ROAD & BRIDGE							
EQUIPMENT MAINT.	40,000.00	40,000.00	8,114.10	50,633.05	79.99-	10,553.06-	126.4
DUES	.00	.00	.00	50.00	.00	50.00-	.0
TELEPHONE	4,000.00	4,000.00	692.90	2,989.70	.00	1,010.30	74.7
SEMINAR EXPENSE	.00	.00	.00	.00	.00	.00	.0
ELECTRIC	4,500.00	4,500.00	405.65	4,229.04	.00	270.96	94.0
WATER	800.00	800.00	64.49	719.16	.00	80.84	89.9
FUEL & OIL	25,000.00	25,000.00	887.88	20,577.18	79.99	4,342.83	82.6
BRIDGE MATERIAL	20,000.00	20,000.00	.00	1,561.00	.00	18,439.00	7.8
CULVERTS	30,000.00	30,000.00	.00	14,036.49	.00	15,963.51	46.8
ROAD MATERIAL	449,444.00	449,444.00	50,890.90	456,338.61	.00	6,894.61-	101.5
LATERAL EXPENSE	12,000.00	12,000.00	.00	12,000.00	.00	.00	100.0
TOOLS & SUPPLIES	12,000.00	12,000.00	556.07	8,048.82	.00	3,951.18	67.1
BUILDING & MAINT.	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0
SALARY-UNIT RD ADMIN.	26,000.00	26,000.00	3,000.00	24,000.00	.00	2,000.00	92.3
SOCIAL SECURITY	1,989.00	1,989.00	229.50	1,836.00	.00	153.00	92.3
RETIREMENT	2,007.00	2,007.00	231.60	1,852.80	.00	154.20	92.3
WORKERS COMP	648.00	648.00	.00	330.00	.00	318.00	50.9
FUTA	198.00	198.00	.00	165.10	.00	32.90	83.4
HEALTH INSURANCE	5,302.00	5,302.00	436.91	4,844.51	.00	457.49	91.4
TOTAL - UNIT ROAD & BRIDGE	635,888.00	635,888.00	65,510.00	604,211.46	.00	31,676.54	95.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - SPECIAL ROAD MATERIALS  
 AUGUST 31, 2003

ASSETS

CURRENT ASSETS		
CASH - SPECIAL ROAD MATERIALS		220,000.00
TOTAL CURRENT ASSETS		220,000.00
OTHER ASSETS		
LESS: REVENUES RECEIVED	220,000.00-	
TOTAL OTHER ASSETS		220,000.00-
TOTAL ASSETS		.00
-----		
LIABILITIES AND FUND BALANCE		
-----		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
LESS: EXPENDITURES	165,256.75-	
TOTAL OTHER LIABILITIES		165,256.75-
FUND BALANCE		
CURRENT FUND BALANCE	165,256.75	
TOTAL FUND BALANCE		165,256.75
TOTAL LIABILITIES & FUND BAL.		.00
=====		

Description	Beq Budget	Cur Budget	M-T-D	Y-T-D	Balance	*
=====						
REV - SPECIAL ROAD MATERIALS						
ROAD MATERIALS	.00	.00	.00	220,000.00	220,000.00-	.0
TOTAL - SPECIAL ROAD MATE	.00	.00	.00	220,000.00	220,000.00-	.0
=====						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - SPECIAL ROAD MATERIALS							
ROAD MATERIALS	.00	.00	.00	165.256.75	.00	165.256.75-	.0
TOTAL - SPECIAL ROAD MATE	.00	.00	.00	165.256.75	.00	165.256.75-	.0



Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	
REV - RIGHT OF WAY						
INTEREST	.00	.00	86.01	1,234.20	1,234.20-	.0
TOTAL - RIGHT OF WAY	.00	.00	86.01	1,234.20	1,234.20-	.0



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RAINS COUNTY  
 BALANCE SHEET - I & S FUND  
 AUGUST 31, 2003

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ASSETS

CURRENT ASSETS		
CASH - I & S FUND		2.429.11
TOTAL CURRENT ASSETS		2.429.11
OTHER ASSETS		
ESTIMATED REVENUES	126.175.00	
LESS: REVENUES RECEIVED	126.911.16-	
TOTAL OTHER ASSETS		736.16-
TOTAL ASSETS		1.692.95
		=====
LIABILITIES AND FUND BALANCE		
-----		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
APPROPRIATIONS	126.506.00	
LESS: EXPENDITURES	126.505.88-	
TOTAL OTHER LIABILITIES		.12
FUND BALANCE		
CURRENT FUND BALANCE	2.023.83	
BUDGETED FUND BALANCE	331.00-	
TOTAL FUND BALANCE		1.692.83
TOTAL LIABILITIES & FUND BAL.		1.692.95
		=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
REV - I & S FUND						
AD VALOREM TAX	126.175.00	126.175.00	2.381.42	126.282.78	107.78-	100.1
INTEREST	.00	.00	.21	628.38	628.38-	.0
TOTAL - I & S FUND	126.175.00	126.175.00	2.381.63	126.911.16	736.16-	100.6

Description	Reg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - I & S FUND							
COURTHOUSE ANNEX	63.628.00	63.628.00	.00	63.627.77	.00	.23	100.0
JAIL EXPANSION	62.878.00	62.878.00	.00	62.878.11	.00	.11-	100.0
TOTAL - I & S FUND	126.506.00	126.506.00	.00	126.505.88	.00	.12	100.0



Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	
-----						
REV - PERM. SCHOOL FUND						
INTEREST	.00	.00	810.76	10,439.40	10,439.40-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
OIL ROYALTY	.00	.00	34,794.83	254,846.80	254,846.80-	.0
BOND MATURITY	.00	.00	.00	1,300.00	1,300.00-	.0
-----						
TOTAL - PERM. SCHOOL FUND	.00	.00	35,605.59	266,586.20	266,586.20-	.0
-----						



09/09/03

RAINS COUNTY  
 BALANCE SHEET - AVAIL. SCHOOL FUND  
 AUGUST 31, 2003

## ASSETS

## CURRENT ASSETS

INVESTED CASH

781.434.40

TOTAL CURRENT ASSETS

781.434.40

## OTHER ASSETS

LESS: REVENUES RECEIVED

130.615.50-

TOTAL OTHER ASSETS

130.615.50-

TOTAL ASSETS

650.818.90

## LIABILITIES AND FUND BALANCE

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

## OTHER LIABILITIES

LESS: EXPENDITURES

16.028.75-

TOTAL OTHER LIABILITIES

16.028.75-

## FUND BALANCE

CURRENT FUND BALANCE

666.847.65

TOTAL FUND BALANCE

666.847.65

TOTAL LIABILITIES &amp; FUND BAL.

650.818.90

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
REV - AVAIL. SCHOOL FUND						
INTEREST	.00	.00	8,788.11	126,413.50	126,413.50-	.0
OTHER INCOME	.00	.00	.00	4,202.00	4,202.00-	.0
TOTAL - AVAIL. SCHOOL FUN	.00	.00	8,788.11	130,615.50	130,615.50-	.0

Description	beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	
EXP - AVAIL. SCHOOL FUND							
MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.0
TAXES	.00	.00	.00	16,028.75	.00	16,028.75-	.0
ALLOCATION	.00	.00	.00	.00	.00	.00	.0
TOTAL - AVAIL. SCHOOL FUN	.00	.00	.00	16,028.75	.00	16,028.75-	.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - ALBA-GOLDEN ISD PERM.  
 AUGUST 31, 2003

ASSETS

CURRENT ASSETS		
INVESTED CASH		7.50
TOTAL CURRENT ASSETS		7.50
OTHER ASSETS		
TOTAL OTHER ASSETS		.00
TOTAL ASSETS		7.50
		=====
	LIABILITIES AND FUND BALANCE	
	-----	
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
TOTAL OTHER LIABILITIES		.00
FUND BALANCE		
CURRENT FUND BALANCE		7.50
TOTAL FUND BALANCE		7.50
TOTAL LIABILITIES & FUND BAL.		7.50
		=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
-----						
REV - ALBA-GOLDEN ISD PERM.						
INTEREST	.00	.00	.00	.00	.00	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
TOTAL - ALBA-GOLDEN ISD P	.00	.00	.00	.00	.00	.0
-----						



09/09/03

RAINS COUNTY  
 BALANCE SHEET - MILLER GROVE ISD PERM.  
 AUGUST 31, 2003

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ASSETS

CURRENT ASSETS		
INVESTED CASH		16.69
TOTAL CURRENT ASSETS		16.69
OTHER ASSETS		
TOTAL OTHER ASSETS		.00
TOTAL ASSETS		16.69
		=====
	LIABILITIES AND FUND BALANCE	
		-----
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		.00
OTHER LIABILITIES		
TOTAL OTHER LIABILITIES		.00
FUND BALANCE		
CURRENT FUND BALANCE		16.69
TOTAL FUND BALANCE		16.69
TOTAL LIABILITIES & FUND BAL.		16.69
		=====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - MILLER GROVE ISD PERM.						
INTEREST	.00	.00	.00	.00	.00	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
TOTAL - MILLER GROVE ISD	.00	.00	.00	.00	.00	.0
=====						





Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
LONE OAK ISD PERM. SCH.						
INTEREST	.00	.00	.00	3.89	3.89-	.0
ALLOCATION	.00	.00	.00	.00	.00	.0
-----						
LONE OAK ISD PERM. SCH.	.00	.00	.00	3.89	3.89-	.0
-----						



09/09/03

RAINS COUNTY  
 BALANCE SHEET - CHECK COLL. & PR. FUND  
 AUGUST 31, 2003

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## ASSETS

-----	
CURRENT ASSETS	
CASH - CHECK COLL. & PR. FUND	19,981.40
TOTAL CURRENT ASSETS	19,981.40
-----	
OTHER ASSETS	
LESS: REVENUES RECEIVED	5,063.03-
TOTAL OTHER ASSETS	5,063.03-
TOTAL ASSETS	14,918.37
=====	
LIABILITIES AND FUND BALANCE	
-----	
CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	.00
-----	
OTHER LIABILITIES	
LESS: EXPENDITURES	2,488.99-
TOTAL OTHER LIABILITIES	2,488.99-
-----	
FUND BALANCE	
CURRENT FUND BALANCE	17,407.36
TOTAL FUND BALANCE	17,407.36
-----	
TOTAL LIABILITIES & FUND BAL.	14,918.37
=====	

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
REV - CHECK COLL. & PR. FUND						
INTEREST	.00	.00	6.82	103.03	103.03-	.0
COUNTY ATTORNEY SECRETARY	.00	.00	.00	4.960.00	4.960.00-	.0
TOTAL - CHECK COLL. & PR.	.00	.00	6.82	5.063.03	5.063.03-	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - CHECK COLL. & PR. FUND							
SEMINAR EXPENSE	.00	.00	.00	.00	.00	.00	.0
CO ATTY OFFICE EXPENSE	.00	.00	189.99	2,488.99	.00	2,488.99-	.0
TOTAL - CHECK COLL. & PR.	.00	.00	189.99	2,488.99	.00	2,488.99-	.0

09/09/03

RAINS COUNTY  
BALANCE SHEET - PUBLIC LIBRARY  
AUGUST 31, 2003

Page 57

ASSETS  
-----

## CURRENT ASSETS

CASH - PUBLIC LIBRARY

34,097.64

TOTAL CURRENT ASSETS

34,097.64

## OTHER ASSETS

ESTIMATED REVENUES

25,652.00

LESS: REVENUES RECEIVED

27,621.00-

TOTAL OTHER ASSETS

1,969.00-

TOTAL ASSETS

32,128.64

LIABILITIES AND FUND BALANCE  
-----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

## OTHER LIABILITIES

APPROPRIATIONS

25,652.00

LESS: EXPENDITURES

19,554.57-

TOTAL OTHER LIABILITIES

6,097.43

## FUND BALANCE

CURRENT FUND BALANCE

26,031.21

TOTAL FUND BALANCE

26,031.21

TOTAL LIABILITIES &amp; FUND BAL.

32,128.64

Description	8eg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
-----						
REV - PUBLIC LIBRARY						
LONE STAR LIBRARY GRANT	.00	.00	1,969.00	1,969.00	1,969.00-	.0
TOCKER GRANT	.00	5,000.00	.00	5,000.00	.00	100.0
TRANSFER FR GEN. FUND -	20,652.00	20,652.00	.00	20,652.00	.00	100.0
-----						
TOTAL - PUBLIC LIBRARY	20,652.00	25,652.00	1,969.00	27,621.00	1,969.00-	107.7
-----						

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - PUBLIC LIBRARY							
BUILDING MAINT	2,000.00	2,000.00	1,035.45	2,469.95	.00	469.95-	123.5
EQUIPMENT MAINT	1,500.00	1,500.00	60.00	931.50	.00	568.50	62.1
DUES	245.00	245.00	.00	170.00	.00	75.00	69.4
PROGRAMS	2,000.00	2,000.00	.00	934.50	.00	1,065.50	46.7
OFFICE SUPPLIES	1,800.00	1,800.00	.00	1,138.25	.00	661.75	63.2
POSTAGE	175.00	175.00	37.00	177.00	.00	2.00-	101.1
TELEPHONE	1,500.00	1,500.00	125.87	1,554.41	.00	54.41-	103.6
TRAVEL	1,432.00	1,432.00	.00	744.09	.00	687.91	52.0
UTILITIES	7,000.00	7,000.00	675.75	5,667.39	.00	1,332.61	81.0
LIBRARY MATERIAL	3,000.00	3,000.00	118.78	2,371.48	.00	628.52	79.1
TX BOOK FESTIVAL GRANT	.00	.00	.00	.00	.00	.00	.0
GATES GRANT	.00	.00	.00	.00	.00	.00	.0
LONE STAR LIBRARY GRANT	.00	.00	.00	.00	.00	.00	.0
TOCKER GRANT	.00	5,000.00	.00	3,396.00	.00	1,604.00	67.9
TOTAL - PUBLIC LIBRARY	20,652.00	25,652.00	2,052.85	19,554.57	.00	6,097.43	76.2

09/09/03

RAINS COUNTY  
 BALANCE SHEET - LIBRARY CAPITAL  
 AUGUST 31, 2003

Page 60

ASSETS  
 -----

## CURRENT ASSETS

CASH - LIBRARY CAPITAL

37,761.74

TOTAL CURRENT ASSETS

37,761.74

## OTHER ASSETS

LESS: REVENUES RECEIVED

2,338.14-

TOTAL OTHER ASSETS

2,338.14-

TOTAL ASSETS

35,423.60

LIABILITIES AND FUND BALANCE  
 -----

## CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

## OTHER LIABILITIES

LESS: EXPENDITURES

208.70-

TOTAL OTHER LIABILITIES

208.70-

## FUND BALANCE

CURRENT FUND BALANCE

35,632.30

TOTAL FUND BALANCE

35,632.30

TOTAL LIABILITIES &amp; FUND BAL.

35,423.60

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	
REV - LIBRARY CAPITAL						
INTEREST	.00	.00	20.71	287.54	287.54-	.0
PETTY CASH	.00	.00	273.85	2,050.60	2,050.60-	.0
DONATIONS	.00	.00	.00	.00	.00	.0
TOTAL - LIBRARY CAPITAL	.00	.00	294.56	2,338.14	2,338.14-	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - LIBRARY CAPITAL							
CAPITAL	.00	.00	.00	208.70	.00	208.70-	.0
TOTAL - LIBRARY CAPITAL	.00	.00	.00	208.70	.00	208.70-	.0

09/09/03

RAINS COUNTY  
BALANCE SHEET - HIST. COMMISSION FUND  
AUGUST 31, 2003

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Page 63

ASSETS  
-----

CURRENT ASSETS

CASH - HIST. COMMISSION FUND

4.156.97

TOTAL CURRENT ASSETS

4.156.97

OTHER ASSETS

LESS: REVENUES RECEIVED

2.517.10-

TOTAL OTHER ASSETS

2.517.10-

TOTAL ASSETS

1.639.87

LIABILITIES AND FUND BALANCE  
-----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

1.250.00-

TOTAL OTHER LIABILITIES

1.250.00-

FUND BALANCE

CURRENT FUND BALANCE

2.889.87

TOTAL FUND BALANCE

2.889.87

TOTAL LIABILITIES & FUND BAL.

1.639.87

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	\$
=====						
REV - HIST. COMMISSION FUND						
INTEREST	.00	.00	1.41	17.10	17.10-	.0
DONATIONS	.00	.00	.00	2,500.00	2,500.00-	.0
-----						
TOTAL - HIST. COMMISSION	.00	.00	1.41	2,517.10	2,517.10-	.0
=====						

Description	Beg Budget	Cur Budget	N-T-D	Y-T-D	Encumbrance	Balance	\$
EXP - HIST. COMMISSION FUND							
OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00	.0
EQUIPMENT	.00	.00	.00	.00	.00	.00	.0
HISTORICAL MARKERS	.00	.00	.00	1.250.00	.00	1.250.00-	.0
DONATIONS	.00	.00	.00	.00	.00	.00	.0
TOTAL - HIST. COMMISSION	.00	.00	.00	1.250.00	.00	1.250.00-	.0

09/09/03

RAINS COUNTY  
BALANCE SHEET - LAW LIBRARY FUND  
AUGUST 31, 2003

ASSETS

CURRENT ASSETS

CASH - LAW LIBRARY FUND

8.819.89

TOTAL CURRENT ASSETS

8.819.89

OTHER ASSETS

LESS: REVENUES RECEIVED

3.979.31-

TOTAL OTHER ASSETS

3.979.31-

TOTAL ASSETS

4.840.58

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

LESS: EXPENDITURES

3.461.44-

TOTAL OTHER LIABILITIES

3.461.44-

FUND BALANCE

CURRENT FUND BALANCE

8.302.02

TOTAL FUND BALANCE

8.302.02

TOTAL LIABILITIES & FUND BAL.

4.840.58

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
-----						
REV - LAW LIBRARY FUND						
CLERK FEES	.00	.00	475.55	3,935.00	3,935.00-	.0
INTEREST	.00	.00	2.91	44.31	44.31-	.0
-----						
TOTAL - LAW LIBRARY FUND	.00	.00	478.46	3,979.31	3,979.31-	.0
-----						

DESCRIPTION	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - LAW LIBRARY FUND							
LAW LIBRARY	.00	.00	234.31-	3,461.44	.00	3,461.44-	.0
TOTAL - LAW LIBRARY FUND	.00	.00	234.31-	3,461.44	.00	3,461.44-	.0

09/09/03

RAINS COUNTY  
BALANCE SHEET - TDHCA GRANTS  
AUGUST 31, 2003

ASSETS

CURRENT ASSETS

TOTAL CURRENT ASSETS

.00

OTHER ASSETS

TOTAL OTHER ASSETS

.00

TOTAL ASSETS

.00

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

TOTAL OTHER LIABILITIES

.00

FUND BALANCE

TOTAL FUND BALANCE

.00

TOTAL LIABILITIES & FUND BAL.

.00

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	%
=====						
REV - TDHCA GRANTS						
WATER & HOUSING GRANT	.00	.00	.00	.00	.00	.0
-----						
TOTAL - TDHCA GRANTS	.00	.00	.00	.00	.00	.0
=====						



09/09/03

RAINS COUNTY  
BALANCE SHEET - HOUSING REHAB GRANT  
AUGUST 31, 2003

ASSETS

CURRENT ASSETS

TOTAL CURRENT ASSETS

.00

OTHER ASSETS

TOTAL OTHER ASSETS

.00

TOTAL ASSETS

.00

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES

.00

OTHER LIABILITIES

TOTAL OTHER LIABILITIES

.00

FUND BALANCE

TOTAL FUND BALANCE

.00

TOTAL LIABILITIES & FUND BAL.

.00

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Balance	±
REV - HOUSING REHAB GRANT						
HOUSING GRANT	.00	.00	.00	.00	.00	.0
TOTAL - HOUSING REHAB GRA	.00	.00	.00	.00	.00	.0

Description	Beq Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	%
EXP - HOUSING REHAB GRANT							
HOUSING GRANT	.00	.00	.00	.00	.00	.00	.0
TOTAL - HOUSING REHAB GRA	.00	.00	.00	.00	.00	.00	.0

09/09/03

RAINS COUNTY  
 BALANCE SHEET - B & B CONSTRUCTION  
 AUGUST 31, 2003

Page 75

ASSETS  
 -----

CURRENT ASSETS		
CASH - B & B CONSTRUCTION		5.039.38
TOTAL CURRENT ASSETS		----- 5.039.38
OTHER ASSETS		
LESS: REVENUES RECEIVED		36.25-
TOTAL OTHER ASSETS		----- 36.25-
TOTAL ASSETS		----- 5.003.13 =====
LIABILITIES AND FUND BALANCE -----		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		----- .00
OTHER LIABILITIES		
TOTAL OTHER LIABILITIES		----- .00
FUND BALANCE		
CURRENT FUND BALANCE		5.003.13
TOTAL FUND BALANCE		----- 5.003.13
TOTAL LIABILITIES & FUND BAL.		----- 5.003.13 =====

Description	Beq Budget	Cur Budget	M-T-D	Y-T-D	Balance	
-----						
REV - B & B CONSTRUCTION						
INTEREST	.00	.00	1.93	36.25	36.25-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
-----						
TOTAL - B & B CONSTRUCTIO	.00	.00	1.93	36.25	36.25-	.0
-----						



09/09/03

RAINS COUNTY  
 BALANCE SHEET - JAIL EXPANSION  
 AUGUST 31, 2003

Page 78

ASSETS  
 -----

CURRENT ASSETS  
 -----

TOTAL CURRENT ASSETS .00  
 -----

OTHER ASSETS

LESS: REVENUES RECEIVED 78.27-  
 -----

TOTAL OTHER ASSETS 78.27-  
 -----

TOTAL ASSETS 78.27-  
 =====

LIABILITIES AND FUND BALANCE  
 -----

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES .00  
 -----

OTHER LIABILITIES

LESS: EXPENDITURES 13.616.86-  
 -----

TOTAL OTHER LIABILITIES 13.616.86-  
 -----

FUND BALANCE

CURRENT FUND BALANCE 13.538.59  
 -----

TOTAL FUND BALANCE 13.538.59  
 -----

TOTAL LIABILITIES & FUND BAL. 78.27-  
 =====

Description	Beg Budget	Cur Budget	M-T-D	Y-T-O	Balance	*
REV - JAIL EXPANSION						
INTEREST	.00	.00	.00	78.27	78.27-	.0
OTHER INCOME	.00	.00	.00	.00	.00	.0
TOTAL - JAIL EXPANSION	.00	.00	.00	78.27	78.27-	.0

Description	Beg Budget	Cur Budget	M-T-D	Y-T-D	Encumbrance	Balance	
EXP - JAIL EXPANSION							
CONSTRUCTION	.00	.00	.00	13,616.86	.00	13,616.86	.0
TOTAL - JAIL EXPANSION	.00	.00	.00	13,616.86	.00	13,616.86	.0

09/09/03

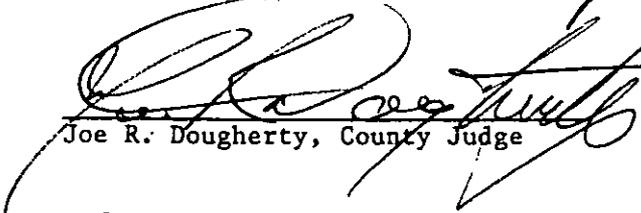
RAINS COUNTY  
 BALANCE SHEET - CONSOLIDATED FUNDS  
 AUGUST 31, 2003

Page 1

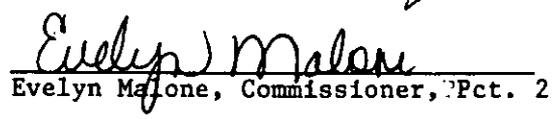
ASSETS  
 -----

CURRENT ASSETS		
CASH - GENERAL FUND		1,244,672.16
INVESTED CASH		1,801,164.53
		-----
TOTAL CURRENT ASSETS		3,045,836.69
		-----
OTHER ASSETS		
ESTIMATED REVENUES	3,779,259.00	
LESS: REVENUES RECEIVED	4,090,090.84-	
	-----	
TOTAL OTHER ASSETS		310,831.84-
		-----
TOTAL ASSETS		2,735,004.85
		=====
LIABILITIES AND FUND BALANCE		
-----		
CURRENT LIABILITIES		
PAYROLL FICA PAYABLE		69.30-
PAYROLL INSURANCE PAYABLE		6,862.96-
		-----
TOTAL CURRENT LIABILITIES		6,932.26-
		-----
OTHER LIABILITIES		
APPROPRIATIONS	3,779,590.00	
LESS: EXPENDITURES	3,539,727.93-	
	-----	
TOTAL OTHER LIABILITIES		239,862.07
		-----
FUND BALANCE		
CURRENT FUND BALANCE	2,502,406.04	
BUDGETED FUND BALANCE	331.00-	
	-----	
TOTAL FUND BALANCE		2,502,075.04
		-----
TOTAL LIABILITIES & FUND BAL.		2,735,004.85
		=====

Signed this 11 day of Sept, 2003.

  
Joe R. Dougherty, County Judge

  
Virgil McEnturff, Commissioner, Pct. 1

  
Evelyn Malone, Commissioner, Pct. 2

  
Gary Bishop, Commissioner, Pct. 3

Rodney Smith, Commissioner, Pct. 4

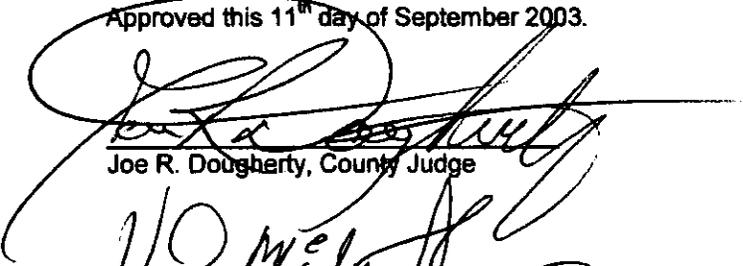
**AMENDMENT**

The following change to the Rains County Tourism Distribution Board, effective September 11, 2003 is as follows:

**Article 3.01, Paragraph C.**

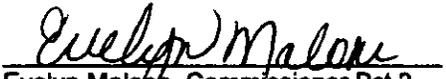
There shall be no less than seven members, with one half of said members rotating off January 1<sup>st</sup> each year and with the court appointing to fill such vacancies. This number may be adjusted at the discretion of the County Commissioners Court in order to provide fair representation to all areas of Rains County. Each Member must be a resident or taxpayer of Rains County.

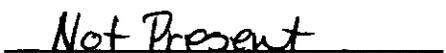
Approved this 11<sup>th</sup> day of September 2003.

  
Joe R. Dougherty, County Judge

  
Virgil McEnturff, Commissioner Pct 1

  
Gary Bishop, Commissioner Pct 3

  
Evelyn Malone, Commissioner Pct 2

  
Rodney Smith, Commissioner Pct 4

Rains County Tourism Distribution Board  
Minutes (7/31/03)

The monthly meeting of the RCTDB was held Thursday, July 31, 2003 at the Rains County Courthouse Annex in Emory, Texas. Members present were Bill Gleason, Matt Duffy, Glenda Harder, Joe Axton, Gordon Krantz, and Mary Ann Ivy. Absent (not present): Chester Helt, David Goin, Paul Cason, and L.Z. McCoy.

A quorum being present, the meeting was called to order by Chairman Gleason at 5:35 PM.

Following a brief discussion of the purposes and objectives of the Board, the following business was conducted:

- **Motion** made by Gordon Krantz (second by Mary Ann Ivy) to amend the official By-laws as follows:

(Art. 3.01, paragraph C) Amended/changed to read as follows:

"Each member shall be a resident or taxpayer in Rains County".

The motion was passed unanimously and the change shall become effective immediately.

- **Treasurer's Report** by Gordon Krantz was given indicating a current balance in the Hotel/Motel Tax fund of \$20,842.44 as reported by the County Treasurer's office. A discussion followed regarding the accuracy of the reporting form, and it was determined that Gordon Krantz and Bill Gleason would meet with the County Treasurer to review the reports of taxes paid and suggest methods to more accurately determine whether payments are being made in a timely manner by the merchants.
- **Motion** made by Glenda Harder (Second by Matt Duffy) to authorize payment from the Hotel/Motel Tax fund to satisfy the outstanding invoice from Skeeter Products, Inc. in the amount of \$2,500.00 as approved by the previous RCIC board.

The motion was passed unanimously.

- **Motion** made by Mary Ann Ivy (Second by Joe Axton) to authorize payment from the Hotel/Motel Tax fund to satisfy the outstanding invoice from Sealy Outdoors (McDonald's tournament) in the amount of \$2,000.00, also as approved by the previous RCIC board.

The motion was passed unanimously.

- It was brought up by Glenda Harder that certain business establishments are currently advertising rooms for rent (ie: Bed and Breakfast establishments), yet their names are not shown on the list of County Merchants currently submitting H/M taxes to the fund. A discussion followed and it was determined that each board member would make a concerted effort to determine if individual business owners (not currently on the list) had rooms available and should be notified by the County of the Hotel/Motel Tax requirements. Further discussion followed on whose responsibility it is to enforce collection from those merchants who are delinquent in paying the taxes due. Chairman Gleason will contact the Treasurer's office and County Tax Collector (Sheriff) for clarification and follow-up.

There being no further business, the meeting was adjourned at 6:45 PM

Submitted by Gordon H. Krantz, Sec-Treas.

**BY-LAWS  
RAINS COUNTY TOURISM DISTRIBUTION BOARD**

ARTICLE I

**NAME OF ORGANIZATION**

- 1.01 The name of this organization shall be  
RAINS COUNTY TOURISM DISTRIBUTION BOARD (The Board)

ARTICLE II

**PURPOSE OF THE BOARD**

- 2.01 The purpose of the Board shall be in accordance with the following Paragraphs of  
Vernon's Texas Codes, Annotated, To- Wit:

**Chapter 352, Sec. 352.001-352.109 (County Hotel Occupancy Taxes)**

THE BOARD SHALL INVESTIGATE AND UNDERTAKE WAYS OF PROMOTING TOURISM. THE BOARD SHALL PERFORM THESE DUTIES INDEPENDENTLY AND IN ACCORDANCE WITH GUIDELINES WHICH SO DESIGNATE THAT REVENUE GENERATED BY HOTEL OCCUPANCY TAXES MUST BE UTILIZED FOR TOURISM DEVELOPMENT AND RELATED PURPOSES AS INDICATED BY STATUTE. THESE FUNDS WILL BE MAINTAINED BY THE BOARD IN AN ACCOUNT TO BE TITLED "RAINS COUNTY TOURISM DISTRIBUTION BOARD HOTEL/MOTEL FUND."

ARTICLE III

**MEMBERSHIP**

- 3.01 Membership of the Rains County Tourism Distribution Board shall comply with the following criteria:
- A. The Board will consist of persons appointed by the Rains County Commissioners Court.
  - B. The term of membership shall be for a two year period.
  - \* C. There shall be no less than seven members, with one half of said members rotating off January 1<sup>st</sup> each year and with the court appointing to fill such vacancies. This number may be adjusted at the discretion of the County Commissioners Court in order to provide fair representation to all areas of Rains County. Each Member must be a resident, ~~of~~ Rains County.  
OR TAXPAYER
  - D. All areas of Rains County shall be represented on the board. Additional at-large members may be appointed directly by the Commissioners Court in addition to those representing each city or area. The Mayor of each city and community leader is encouraged to recommend delegates to the Court for consideration as appointees.
  - E. Should any current representative miss three (3) or more consecutive meetings, or five (5) scheduled meetings within any 12 month period, the Board may without due notice to the representative, vote by majority, to remove that member from the Board. Commissioners Court will then be requested to appoint a

replacement member to serve on the Board for the remainder of that representative's term.

- F. Resignations of Board members should be made to the Chairman of the Tourism Distribution Board, who shall immediately request a replacement to fill the vacancy by letter to the County Judge of Rains County.
- G. Nominations and recommendations for Commission members shall be submitted to the County Judge of Rains County for approval and forwarded to the Rains County Commissioner's Court for ratification.
- H. The County Judge shall serve as an ex-officio member of the commission. Other elected officials are encouraged to act as advisors to the Rains County Tourism Distribution Board.

ARTICLE IV

**MEETINGS OF MEMBERSHIP**

- 4.01 **ANNUAL MEETINGS.** An annual meeting of the members of the Rains County Tourism Distribution Board shall be held during the month of January of each year hereafter to elect officers for the succeeding year and to transact such business that properly may be brought before it.
- 4.02 **SPECIAL MEETINGS.** Special meetings of the membership of the Board may be called at any time by the Chairman of the Board or by petition of one-fourth of the members of the Board.
- 4.03 **CALLED MEETINGS.** All annual meetings and all special meetings of the membership shall be called by the Chairman of the Board or by petition by one-fourth of the membership of the Commission; such call shall be for a definite time and place for such membership meeting, and such call shall be made sufficiently in advance to enable the Secretary to give seventy-two (72) hours notice to the membership as hereinafter provided and shall comply with the requirements of the Texas Open Meetings Act.
- 4.04 **NOTICE OF MEETING.** The Chairman or Secretary shall give notice in writing to each member of record of the Board by e-mail delivery or by mailing such written notice to each member at his last known address with postage prepaid not less than seventy-two (72) hours prior to the date for which such membership meeting is called, and such notice shall state the purpose or purposes for which such meeting is called and the time, place, and address at which such meeting shall be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at their address as it appears on the membership records of the Commission, with postage thereon prepaid.
- 4.05 **QUORUM.** A quorum must be present for the transaction of business. Once the presence of the quorum has been confirmed, business may continue despite any failure to maintain a quorum during the remainder of the meeting.
- 4.06 **VOTING.** Board members must be present, in person; all votes shall be taken according to actual count of a show of hands or verbally.
- 4.07 **POWERS AND DUTIES.** The affairs and business of this Board shall be

managed by its members and its officers. Said members and officers shall have the control and general management of the affairs and business of the Board. In the event of the death, removal, resignation, or inability to act of any officer of the Board the Board shall fill the vacancies by election of a successor whose term shall expire at the end of the term of the vacancy being filled, but no member or officer shall be removed except by a majority vote of the membership.

- 4.08 PROXY. There shall be no proxies.

#### ARTICLE V

#### OFFICERS

- 5.01 NUMBER AND ELECTION. The board must elect each January at their first meeting from their members a Chairman, a Vice-Chairman who will serve as Chairman-elect, a Secretary and a Treasurer to perform the duties usually required of the respective offices, the secretary and treasurer may be combined.
- 5.02 DUTIES OF OFFICERS. The powers and duties of the officers of the Board shall be such duties and powers as may be from time to time determined by the Commissioners Court, and the following powers and duties:

##### CHAIRMAN

The Chairman shall preside at all meetings of the membership; Shall be the chief executive officer of the Board; shall perform all the duties and exercise all the powers as are customarily exercised by the chief executive of a Board, and such other duties as may be determined by the Rains County Commissioners Court. The Chairman shall give an annual report, a budget report. Quarterly updates on the status of the Board's activities will be given to the Court.

##### VICE-CHAIRMAN/CHAIRMAN ELECT

The Vice Chairman shall perform such duties and exercise such powers as shall be determined by the Chairman and the membership. During the absence or inability of the Chairman to perform, the Vice Chairman shall perform the duties and exercise the powers of the Chairman.

##### SECRETARY

The Secretary shall keep the minutes of all meetings of the membership and shall be the custodian of all books and records of the Board; shall keep a register of the post office address of each member; shall in general perform all duties incident to the office of Secretary and such other duties as from time to time be assigned by the Chairman or membership. A copy of minutes of each meeting shall be provided to the Commissioners Court of Rains County. Funds may be requested by the secretary or by the chairman. If the secretary or chairman are absent or unavailable, the vice chairman may make the request for the secretary or the chairman.

- 5.03 REMOVAL OF OFFICERS. The membership may remove any Officer, by a majority vote of the membership, at any time with cause.
- 5.04 COMPENSATION. There shall be no compensation of Officers of the Board.

ARTICLE VI

**COMMITTEES**

- 6.01 EXECUTIVE COMMITTEE. The executive committee shall consist of all active Board members.
- 6.02 NOMINATING COMMITTEE. Not less than thirty days prior to the date of the annual membership meeting, the Chairman shall appoint a nominating committee of three members of the Board. This committee shall prepare a list of nominees for officers, to be presented at the annual membership meeting for election of officers.

ARTICLE VII

**AMENDMENTS**

- 7.01 AMENDMENT. These by-laws may be altered, amended, repealed or added to by a majority of the membership of this Board providing the notice of meeting includes such consideration of amendment. Notice of such alteration, amendment or repeal shall be given at the time of the notice of the meeting in order for same to be considered at such meeting. Any changes must be approved by Commissioners Court prior to implementation.

ARTICLE VIII

**FISCAL YEAR**

- 8.01 FISCAL YEAR. The fiscal year shall be the first day of October and on the first day of October of each succeeding year. The board must submit a proposed budget to the Rains County Commissioners Court not later than the first day of January each year for the courts approval. Once the budget is approved by the court, funds must be distributed with any changes being approved in advance by the Rains County Commissioners Court. The budget must be audited, as a part of the Rains County audit, and administered as contractually agreed by the court.

ARTICLE IX

**CONVEYANCES. BILLS. NOTES. AND MORTGAGES**

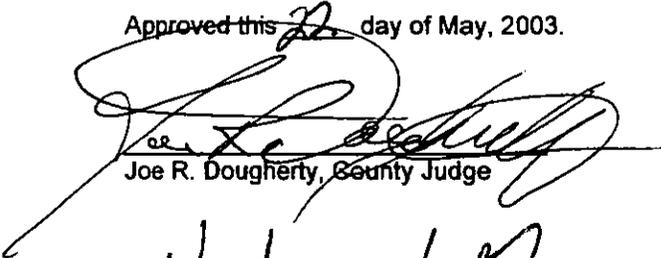
- 9.01 HOW MADE. All fiscal responsibilities of the Board shall be handled through the "RAINS COUNTY TOURISM DISTRIBUTION BOARD HOTEL/MOTEL FUND."
- 9.02 CONVEYANCES, BILLS, NOTES, AND MORTGAGES. No contracts of sale, conveyance, mortgage, or instrument of real property and no bill of sale, lease, mortgage and/or instrument granting a security interest in collateral of personal property shall be entered into by any officer or agent of the Board, either singularly or jointly with others. Nor shall same be valid and binding on the County or the Board, except pursuant to the authority and direction of the Board as approved by the Rains County Commissioners Court.

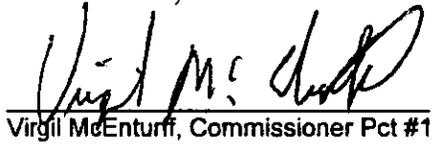
ARTICLE X

DISSOLUTION

- 10.01 METHOD. The dissolution of the Board may be authorized by a majority of the members of the Board at any regular meeting provided the notice of meeting contains the intention to consider dissolution. Dissolution may be exercised at the discretion of the Commissioners Court by notification to the Chairman of the Board. Such dissolution would then be finalized by ratification of a majority of current members at the next regular meeting of the Board.
- 10.02 DISSOLUTION. Upon dissolution of the Board, the officers shall, after paying or making provision for the payment of all liabilities of the Board, convey to the Rains County Commissioners Court, all assets of the Board existing in the General Fund and Hotel/Motel Fund at that time.

Approved this 22 day of May, 2003.

  
Joe R. Dougherty, County Judge

  
Virgil McEnturff, Commissioner Pct #1

  
Evelyn Malone, Commissioner Pct #2

  
Gary Bishop, Commissioner Pct #3

  
Rodney Smith, Commissioner Pct #4

ANDREWS CENTER  
 BUDGET ANALYSIS  
 FISCAL YEAR 2003

VOL. 039 PAGE 0480

	2003 BUDGET
REVENUE	
Local Sources	2,893,674
State Sources	12,601,757
Federal Sources	6,840,983
TOTAL INCOME	22,336,414
EXPENDITURES	
Salaries	10,708,557
Employee Benefits	3,383,401
Travel	488,690
Consumable Supplies	103,621
Laboratory Expense	38,255
Drugs and Medicine	1,247,259
Capital Outlay	68,752
Non-capital Furn/Equip	41,241
Building - Rent/Repairs	1,274,721
Professional Contractors	
Clinical	831,254
Non Clinical	112,615
Client Expense & Wages	1,122,633
ACE Contract Labor	814,491
Other Operating Expenses	1,741,222
TOTAL EXPENDITURES	21,976,712
NET OPERATING INCOME	359,702
SELF INSURANCE PROFIT	136,627

## ANDREWS CENTER SALARY SCHEDULE

FY 2003

Chief Executive Officer	102,872
Chief of Operations	73,248
Chief Financial Officer	77,712
Chief of MR Services	63,888
Chief of Vocational Operations	59,256
Psychiatrist	146,328
Psychiatrist	142,068
Division Director	44,640
Clinic Coordinator	38,388
Psychologist/Social Worker	34,692
Registered Nurse	34,692
Computer Programmer	51,744
Director HR	54,900
Director MIS	63,180
Director Contract Services	58,236
Bachelors Supervisor (Group Home)	26,664
Casemanager/Caseworker	23,388
Accountant I	28,464
Office Managers	20,520
Accounting Clerks III	19,284
Office Coordinators	18,180
Workshop/Group Asst. Mgrs.	18,180
Accounting Clerks II	18,180
Secretary II	16,488
Residential Aides (MH)	15,984
Residential Aides (MR)	15,984
Clerk Typist	15,504
Teacher/Aides	18,108
Day Care Aides	14,352
HR Technicians	21,912
Switchboard	20,520

Salary2003

RICHARD J. DESANTO  
CHIEF EXECUTIVE OFFICER  
FY2003 SALARY

	<u>MONTHLY</u>	<u>ANNUAL</u>
	\$8,572.67	\$102,872.04
Cash value of benefits paid by the Center		
HEALTH INS	360.00	4,320.00
EMPLOYEE SHARE*	60.00	720.00
STOP LOSS	131.76	1,581.12
STOP LOSS AGGREGATE	6.84	82.08
DEPENDENT*	180.00	2,160.00
BPA FEE	18.70	224.40
DENTAL INS	30.00	360.00
EMPLOYEE SHARE*	20.00	240.00
DEPENDENT*	40.00	480.00
DISABILITY	22.80	273.60
LIFE (\$189,000)	32.96	395.52
ADDITIONAL LIFE*	185.42	2,225.04
AD&D (\$189,000)	4.12	49.44
EMPLOYER FICA	529.37	5,394.00 (maximum)
EMPLOYER MEDICARE	123.80	1,485.59
WORKERS COMPENSATION	122.16	1,465.92
SEC 125 ADM FEE	3.00	36.00
EAP FEE	3.02	36.24
PENSION (7%)**	617.58	7,770.92
CLUB DUES	<u>248.98</u>	<u>2,987.76</u>
	2,770.51	32,287.59
*Additional salary paid to cover taxes on taxable fringe benefits		<u>2,316.16</u>
TOTAL SALARY PLUS FRINGE BENEFITS		<u>\$137,475.79</u>

\*\*Includes 7% pension on additional salary paid to cover taxes on fringe benefits.

**INTERLOCAL AGREEMENT**  
**BETWEEN COUNTY COMMISSIONERS COURTS OF**  
**SMITH, WOOD, HENDERSON, VAN ZANDT, RAINS COUNTIES, TEXAS**  
**AND THE ANDREWS CENTER**

This Agreement is entered into by and between Smith County, Texas; Wood County, Texas; Henderson County, Texas; Van Zandt County, Texas; Rains County, Texas; all political subdivisions of the State of Texas and local agencies pursuant to the authorities granted by TEX. GOV'T CODE ANN., Section 791.001 et seq., known as the Interlocal Cooperation Act, and Subchapter A (Community Centers) of Chapter 534, (Community Services), Title 7 of the Texas Health and Safety Code, and the Andrews Center, a community center established in 1968 pursuant to then existing legislation and reestablished in 1974 pursuant to then existing legislation by the now participating local agencies.

**WITNESSETH**

**WHEREAS**, The Legislature of the State of Texas has made provision for the establishment and operation of community centers for mental health and mental retardation and related services pursuant to Health & Safety Code, Section 534.001 et seq.; and

**WHEREAS**, Local Agency has been defined to include the political subdivision of the State of Texas known as the county; and

**WHEREAS**, Two or more counties, as local agencies, have specifically been authorized to establish and operate community centers; and

**WHEREAS**, The above referenced five (5) counties long ago established such a Community Center pursuant to the then existing legislative provision; and

**WHEREAS**, The Commissioners Courts of the above referenced five (5) counties desire to continue the agreement between themselves and The Andrews Center pursuant to the above-referenced legislative provisions for said Community Center to continue to provide services for mentally ill, mentally retarded and mentally disabled persons; and

**WHEREAS**, Said counties believe the establishment and operation of a community center is a vital component in a continuum of services for mentally ill, mentally retarded and mentally disabled persons and further believe that it is in the public interest to enter into this Interlocal Agreement for the purposes stated herein; and

**WHEREAS**, The Center, formally renamed the Andrews Center in October, 1991, is a community center established in 1968 pursuant to then existing legislation and reestablished in 1974 pursuant to then existing legislation by the now participating local agencies, the predecessor of which was known as the Mental Health Mental Retardation Regional Center of East Texas, which has for many years served the citizens of Smith, Wood, Henderson, Van Zandt, and Rains Counties in providing services, pursuant to Texas state law, for mentally ill, mentally retarded, chemically dependent, and mentally disabled persons;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Establishment of Community Center.** The parties hereto reaffirm their previous establishment of a Community Center to provide services for mentally ill, mentally retarded and mentally disabled persons residing in Smith, Wood, Henderson, Van Zandt, and Rains Counties, to be established and operated according to the laws of the State of Texas.
2. **Community Center Designated.** The parties hereto recognize The Andrews Center with its central administrative headquarters located at 2323 West Front Street, Tyler, Smith

- County, Texas and its thirty-one (31) other service centers listed on **Exhibit "A"** attached hereto incorporated herein for all purposes, to be the Community Center established and operated for the benefit of Counties' citizens for the term of the Interlocal Agreement.
3. **Region to be Served.** The region to be served under this Interlocal Agreement includes the geographical boundaries of Smith, Wood, Henderson, Van Zandt, and Rains Counties, Texas.
  4. **Board of Trustees.** The parties hereto make the following stipulations with regard to the board of trustees of said Community Center:
    - (a) The Board of Trustees shall consist of nine (9) members to be appointed from the qualified voters of the region to be served.
    - (b) Trustees of said center shall be appointed to represent the local agencies as follows: Smith County – three Trustee positions; Wood County – one Trustee position; Henderson County – one Trustee position; Van Zandt County – one Trustee position; Rains County – one Trustee position; and two Trustee positions at large, for a total of nine positions.
    - (c) In appointing board members, local agencies shall attempt to reflect the ethnic and geographic diversity of the local service area the community center serves and shall include on the board one or more persons otherwise qualified under Article 5547-203 et seq. who are consumers of the types of services the center provides or who are family members of consumers of the types of services the center provides.
    - (d) Trustees of said Community Center shall be appointed by the local agency's Commissioners Court through RESOLUTION of each court, with assigned terms of office to assure staggered two year terms. Trustee terms shall be assigned by positions as follows:

<u>SMITH COUNTY</u>	<u>EXPIRATION TERM</u>
Position 1	October 31, 2004
Position 2	October 31, 2004
Position 3	October 31, 2005
<u>WOOD COUNTY</u>	
Position 4	October 31, 2005
<u>HENDERSON COUNTY</u>	
Position 5	October 31, 2004
<u>VAN ZANDT</u>	
Position 6	October 31, 2004
<u>RAINS COUNTY</u>	
Position 7	October 31, 2005
<u>AT LARGE</u>	
Position 8	October 31, 2005
Position 9	October 31, 2005

- (e) Pursuant to Section 534.009, Board meetings shall be open to the public to the extent required by and in accordance with the open meetings law (Chapter 551, Texas Gov't Code).

- (f) The Board of Trustees shall keep a record of its proceedings which shall be open for public inspection.
  - (g) Pursuant to Section 534.010, the Board of Trustees shall appoint the Chief Executive Officer for the Community Center who shall have the powers delegated by the Board of Trustees subject to the policy direction of the Board of Trustees.
  - (h) The Board of Trustees of said Center shall annually submit to each local agency that appoints its members a request for funds or in-kind assistance to support the Center.
  - (i) The Board of Trustees of said Center shall keep a record of its proceedings in accordance with the general law of this state that requires meetings of governmental bodies to be open to the public, and the record is open to inspection by the public in accordance with that law. Also, the Board of Trustees shall send to each local agency made a party to this agreement a copy of the approved minutes of Board of Trustees meetings by mailing to each local agency a copy of same appropriately addressed and the necessary postage paid using the United States postal service.
  - (j) The Board of Trustees of said Center are responsible for appointing the Chief Executive Officer for the Community Center. Additionally, the Board of Trustees shall (i) adopt a written policy governing the powers that may be delegated to the Chief Executive Officer; and (ii) annually report to each local agency made a part of this agreement the Chief Executive Officer's total compensation and benefits as required by law.
5. **Participating Local Agencies.** The participating local agencies have, as required by statute, prescribed:
- (a) an application procedure for positions on the Board of Trustees;
  - (b) a procedure and criteria for making appointments to the Board of Trustees;
  - (c) a procedure for posting notice of and filling a vacancy on the Board of Trustees; and
  - (d) grounds and a procedure for removing a member of the Board of Trustees; all pursuant to Texas Health and Safety Code Title 7, Chapter 534, Subchapter A, Sec. 534.004.
- The participating local agencies agree that the central administrative headquarters of the Community Center shall be located at 2323 West Front Street in Tyler, Texas for the term of this Interlocal Agreement.
6. **Services.**
- (a) The Andrews Center shall provide services for mentally ill, mentally retarded and mentally disabled persons pursuant to the laws of the State of Texas.
  - (b) The Andrews Center shall annually provide to each participating local agency that appoints members to the Board of Trustees, a copy of the Center's: (i) approved fiscal year operating budget; (ii) most recent annual financial audit; and (iii) staff salaries by position.
  - (c) The Andrews Center shall charge reasonable fees to cover costs for services provided, except where prohibited by other service contracts or law.
  - (d) The Andrews Center agrees that pursuant to Section 534.053 of the Texas Health & Safety Code, it will provide at a minimum the following services for citizens of the participating local agencies:
    - (1) 24-hour emergency screening and rapid crisis stabilization services;
    - (2) community-based crisis residential service or hospitalization;
    - (3) community-based assessments, including the development of interdisciplinary treatment plans and diagnosis and evaluation services;
    - (4) family support services, including respite care;

- (5) case management services;
  - (6) medication-related services, including medication clinics, laboratory monitoring, medication education, mental health maintenance education, and the provision of medication; and
  - (7) psycho social rehabilitation programs, including social support activities, independent living skills, and vocational training.
- (e) The Andrews Center shall arrange for appropriate community-based services including the assignment of a case manager, to be available in each service area for each person discharged from a department facility who is in need of care. And, to the extent that resources are available, The Andrews Center agrees that it will make the above mentioned services available for children and adolescents, as well as adults, in each service area.
- (f) To the extent that resources are available, the Andrews Center shall:
- (1) ensure that services listed in this section are available for children, including adolescents, as well as adults, in each service area; and
  - (2) emphasize early intervention services for children, including adolescents, who meet the department's definition of being at high risk of developing severe emotional disturbances or severe mental illnesses.
7. **Funding.** As consideration for the provision of said services, each participating local agency agrees to finance the Community Center in the manner appearing in the respective exhibits attached hereto as **Exhibits B, C, D, E, and F** which are incorporated herein for all purposes. In this way, Counties shall provide the required local matching funds needed to obtain State General Revenue. **All parties recognize and acknowledge that County funds for this Interlocal Agreement will be provided through each county's budget duly approved for each county's applicable fiscal year. Additionally, all parties recognize and acknowledge that Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.**
8. **Independent Contractor/Indemnity:** It is understood and agreed that The Andrews Center is not and shall not in any sense be considered a partner or joint venturer with the counties made parties to this agreement, additionally neither shall The Andrews Center be considered or in any manner hold itself out as an agent or official representative of any of the counties made parties to this agreement. All parties agree that The Andrews Center shall be considered an Independent Contractor for purposes of this agreement and shall in no manner incur any expense or liability on behalf of the counties made parties to this agreement. The Andrews Center further agrees to hold each county harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by The Andrews Center, its Trustees, Chief Executive Officer, Professional Staff, or employees in connection with this agreement.
9. **Notices:** Any and all notices or mailings required to be made under the terms of this agreement or law shall be effective when given in writing and mailed via U. S. Postal Service to the addresses listed below or subsequently provided to all parties in writing:

**SMITH COUNTY:**  
County Judge  
Smith Co. Courthouse  
Tyler, Texas 75702

**WOOD COUNTY:**  
County Judge  
P. O. Box 938  
Quitman, Texas 75783

**HENDERSON:**  
County Judge  
Henderson Co. Courthouse  
Athens, Texas 75751

**VAN ZANDT COUNTY:**  
County Judge  
Van Zandt Co. Courthouse  
P. O. Box 975  
Canton, Texas 75103

**RAINS COUNTY:**  
County Judge  
P. O. Box 158  
Emory, Texas 75440

**THE ANDREWS CENTER:**  
Richard DeSanto  
2323 West Front Street  
Tyler, Texas 75702

10. **Term:** The term of this agreement shall be for one (1) year beginning October 1, 2003 through September 30, 2004.
11. **Community Center:** The Community Center established by the local agencies known as The Andrews Center consists of the central administrative headquarters located at 2323 West Front Street, Tyler, Smith County, Texas 75702 and its thirty-one (31) service centers listed on **Exhibit "A"** attached hereto incorporated herein for all purposes.
12. **Termination:** Termination of this agreement may be made by any one of the parties, or more than one, by giving the other parties ninety (90) day written notice in accordance with Section 9 Notices.

Upon issuance or reception of a termination notice, the Andrews Center shall have ninety days (90) to complete the following activities:

- (a) determine with the remaining counties the method of reconstituting the sponsorship of the Center by local political subdivisions pursuant to the Health and Safety Code, Section 534., and executing a new Interlocal Agreement;
- (b) discharging from services residents of the county(s) which have terminated this agreement, and notifying terminating county(s) that services will no longer be rendered by the Center following termination;
- (c) notify any contractors who may be rendering services;
- (d) notify State Agencies or other contractors who may be providing funds for services to the residents of the county(s);
- (e) close service locations and the associated activities necessary to do so; and
- (f) dispose of any assets or liabilities that may be necessary in accordance with the Center's Constitution and By-Laws.

**EFFECTIVE October 1, 2003.**

SMITH COUNTY

ATTEST:

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

By: \_\_\_\_\_  
Becky Dempsey, County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Asst. District Attorney

WOOD COUNTY

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Asst. District Attorney

HENDERSON COUNTY

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Asst. District Attorney

**APPROVED WITH ADDENDUM ONLY**

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Asst. District Attorney

RAINS COUNTY

ATTEST:

*Linda Wallace*  
\_\_\_\_\_  
County Clerk

By: *[Signature]*  
\_\_\_\_\_  
County Judge

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
Asst. District Attorney

THE ANDREWS CENTER

ATTEST:

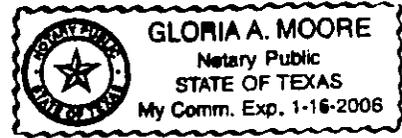
*[Signature]*  
\_\_\_\_\_  
Sec. Tres.

By: *[Signature]*  
\_\_\_\_\_  
RICHARD DeSANTO  
Chief Executive Officer and  
Authorized Representative

STATE OF TEXAS        )  
COUNTY OF SMITH    )

This instrument was acknowledged before me on the 27th day of August, 2003, by RICHARD DeSANTO, Chief Executive Officer of the Andrews Center, a community center established in 1968 pursuant to then existing legislation and reestablished in 1974 pursuant to then existing legislation by the now participating local agencies, as its duly authorized representative.

*[Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBIT "A"**  
**Community Center**  
**THE ANDREWS CENTER**  
**(Service Centers)**

**1. ANDREWS CENTER OUTPATIENT CLINIC**

2323 West Front Street  
 Tyler, TX 75702  
 903.597.1351  
 903.535.7387 fax

**2. ASSERTIVE COMMUNITY TREATMENT (ACT)**

2323 W. Front Street  
 Tyler, TX 75702  
 903.597-1351 x286  
 903.535.7336 fax

**3. AMERICORPS -The Independence Project**

2323 West Front St.  
 Tyler, TX 75702  
 903.597.1351 x355  
 903. 535.7399 fax

**4. CHILD DEVELOPMENT & TREATMENT CENTER (CD&T) A Licensed Day Care Center**

1722 West Front St.  
 Tyler, TX 75702  
 903.597.5067  
 903.597.6223 fax

**5. CRADLE ROCKERS**

516 South Spring  
 Tyler, TX 75701  
 903.593.3876  
 903.593.3878 fax

**6. DECISION HOUSE**

826 West Rusk  
 Tyler, TX 75701  
 903.593.1003  
 903.593.3686 fax

**7. FOXGLOVE GROUP HOME**

5113 Foxglove Circle  
 Tyler, TX 75702  
 903.534.8339  
 903.939.0533 fax

**8. PEOPLESARE CHARNWOOD**

512 West Charnwood  
 Tyler, TX 75702  
 903.592.1331  
 903.595.5976 fax

**9. COMMUNITY CONNECTIONS**

724 South Kennedy  
 Tyler, TX 75702  
 903.533.9273  
 903.593.6934 fax

**10. SUPPORTED EMPLOYMENT**

724 South Kennedy  
 Tyler, TX 75702  
 903.533.9273  
 903.535.7399 fax

**11. NETWORKS/STAR**

2737 S. Broadway, Suite 208  
 Tyler, TX 75701  
 903.535.9056  
 903.535.9059 fax

**12. SUPPORTED HOUSING**

2323 W. Front  
 Tyler, TX 75702  
 903.597.1351 x247  
 903.535.7399 fax

**13. ADULT DAY TRAINING**

3111 WNW Loop 323  
 Tyler, TX 75702  
 903.533.8047  
 903.533.0099 fax

**14. ANDREWS DIVERSIFIED INDUSTRIES**

1411 South Bennett  
 Tyler, TX 75702  
 903.595.0404  
 903.531.0157 fax

**15. ANN ROAD GROUP HOME**

3109 CR 4167  
 Tyler, TX 75704  
 903.597.8823  
 903.535.9107 fax

**16. CHOCTAW GROUP HOME**

13470 Choctaw Drive  
 Tyler, TX 75709  
 903.595.1443  
 903.533.9301 fax

**17. PHILLIPS GROUP HOME**

210 West Phillips  
Tyler, TX 75701  
903.593.8861  
903.593.7809 fax

**18. ANDREWS CENTER - EARLY CHILDHOOD INTERVENTION (ECI)**

1722 West Front St.  
Tyler, TX 75702  
903.597.5079  
903.597.6223 fax

**19. KIWANIS CHILDREN'S PLACE**

1710 West Front St.  
Tyler, TX 75702  
903.593.4004  
903.597.6223 fax

**20. COPELAND HOUSE (HCS)**

2912 Copeland Road  
Tyler, TX 75701  
903.595.2037

**21. ANDREWS CENTER - TEXAS COUNCIL ON OFFENDERS WITH MENTAL IMPAIRMENTS (TCOMI)**

2737 South Broadway, Suite 203  
Tyler, TX 75701  
903.526.4791  
903.526.4795 fax

**22. ANDREWS CENTER OUTPATIENT CLINIC**

6901 South Hwy 19  
Athens, TX 75751  
903.675.8541  
903.677.7349 fax

**23. PEOPLESARE ATHENS**

210 South Pinkerton  
Athens, TX 75751  
903.677.1412  
903.677.1428 fax

**24. ATHENS PLACE GROUP HOME**

4875 FM 2709  
Athens, TX 75751  
903.675.6784  
903.675.9135 fax

**25. ANDREWS DIVERSIFIED INDUSTRIES**

1450 Flat Creek Road  
Athens, TX 75751  
903.675.3950  
903.675.3475 fax

**26. HCS CORE GROUP HOME**

2607 Cecil Drive  
Athens, TX 75751  
903.677.3520  
903.677.5641 fax

**27. ANDREWS CENTER CLINIC - CANTON**

575 W. Hwy 243  
Canton, TX 75103  
903.567.4197  
903.567.2042 fax

**28. PEOPLESARE CANTON**

715 E. Hwy. 243  
Canton, TX 75103  
903.567.1730  
903.561.1052 fax

**29. MILLCREEK GROUP HOME**

1611 Millcreek Road  
Canton, TX 75103  
903.567.4526  
903.567.1232 fax

**30. SHORT STREET GROUP HOME**

205 Short Street  
Canton, TX 75103  
903.567.4541  
903.567.1232 fax

**31. ANDREWS CENTER OUTPATIENT CLINIC**

703 West Patten  
Mineola, TX 75773  
903.569.5409  
903.569.9605 fax

**SMITH COUNTY FUNDING**

As consideration for the provision of the services to be performed by The Andrews Center, as its part of the cost, Smith County agrees to pay to The Andrews Center the full yearly amount of \$78,000.00 payable in equal monthly installments of \$6,500.00, October 2003 through September 2004, payable on the first of each month.

**AUDITOR'S CERTIFICATE**

I, \_\_\_\_\_, Smith County Auditor, hereby certify that the full cost as set forth above can be paid from available funds.

\_\_\_\_\_  
NAME: \_\_\_\_\_  
SMITH COUNTY AUDITOR

WOOD COUNTY FUNDING

As consideration for the provision of the services to be performed by the Andrews Center, as its part of the cost, Wood County agrees to pay to the Andrews Center the full yearly amount of \$20,214.00 payable in monthly installments of \$1,684.50 each month, October 2003 through September 2004, payable on the first of each month.

AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, Wood County Auditor, hereby certify that the full cost as set forth above can be paid from available funds.

NAME: \_\_\_\_\_  
WOOD COUNTY AUDITOR

EXHIBIT "C"

HENDERSON COUNTY FUNDING

As consideration for the provision of the services to be performed by the Andrews Center, as its part of the cost, Henderson County agrees to pay to the Andrews Center the full yearly amount of \$40,000.00 payable in monthly installments of \$3,358.50 each month, October 2003 through September 2004, payable on the first of each month.

AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, Henderson County Auditor, hereby certify that the full cost as set forth above can be paid from available funds.

\_\_\_\_\_  
NAME:  
HENDERSON COUNTY AUDITOR

VAN ZANDT COUNTY FUNDING

As consideration for the provision of the services to be performed by the Andrews Center, as its part of the cost, Van Zandt County agrees to pay to the Andrews Center the full yearly amount of \$24,070.00 payable in equal monthly installments of \$2,005.83 each month, October 2003 through August 2004, and \$2005.87 for September 2004, payable on the first of each month.

AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, Van Zandt County Auditor, hereby certify that the full cost as set forth above can be paid from available funds.

\_\_\_\_\_  
NAME: \_\_\_\_\_  
VAN ZANDT COUNTY AUDITOR

RAINS COUNTY FUNDING

As consideration for the provision of the services to be performed by the Andrews Center, as its part of the cost, Rains County agrees to pay to the Andrews Center the full yearly amount of \$5,026.00 payable in monthly installments of \$418.83 each month, October 2003 through August 2004 and \$418.87 in September 2004, payable on the first of each month.

AUDITOR'S CERTIFICATE

I, TERESA NORTHGATE <sup>TREASURER</sup> Rains County Auditor, hereby certify that the full cost as set forth above can be paid from available funds.

NAME: Teresa Northgate  
RAINS COUNTY AUDITOR  
TREASURER

**EXHIBIT "F"**

**ADDENDUM TO ANDREWS CENTER  
INTERLOCAL AGREEMENT**

"24 hour" screenings and crisis stabilization

a) this service includes:

- 1) 24 hour crisis counseling by phone
  - 2) 24 hour psychiatric assessment and medication
  - 3) 24 hour onsite intervention and crisis counseling by phone for identified high risk clients through the ACT team, as needed is identified by Andrews Center psychiatrist
  - 4) 24 hour crisis stabilization in residential facilities such as group homes and the Decision house, as need is identified by Andrews Center psychiatrist
  - 5) The Andrews Center will assist in providing mental health evaluations/commitment screenings during weekday business hours
- b) The Andrews Center will assist in providing coverage for after hours mental health evaluation/commitment screenings through a contractual arrangement with East Texas Medical Center, the Behavioral Health Center, and CareNet
- c) The Andrews Center will provide the above interventions through currently established protocols/procedures related to this standard and customary practice.

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Special Session  
Rains County Courthouse Annex, Emory, Texas  
September 17, 2003, 3:00p.m.**

**ACTIONABLE AGENDA**

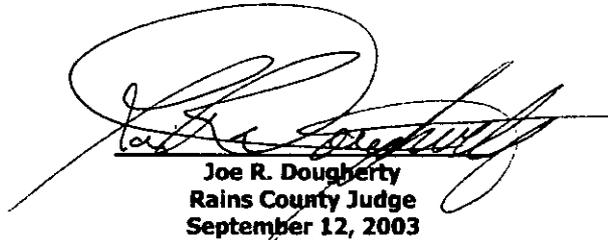
**Discuss and take necessary action on the following items:**

- 1A*  
1. 001 Open and accept bids for Road & Bridge materials.

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

**Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.**

  
Joe R. Dougherty  
Rains County Judge  
September 12, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY  
COMMISSIONERS  
COURT

COUNTY OF RAINS

**SEPTEMBER 17, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENEED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON WEDNESDAY, THE 17TH DAY OF SEPTEMBER, 2003, AT 3:00 P.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 3:00 P.M. ON WEDNESDAY, SEPTEMBER 17, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 3:00 P.M. ON WEDNESDAY, THE 17TH DAY OF SEPTEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *OPEN AND ACCEPT BIDS FOR ROAD & BRIDGE MATERIALS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ACCEPT THE BID FROM WILLIAMS OIL FOR FUEL AND OIL<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ACCEPT THE BID FROM CONTECH CONSTRUCTION PRODUCTS, INC.<sup>2</sup>, FOR CORRUGATED STEEL PIPE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY

---

<sup>1</sup>BID FROM WILLIAMS OIL CO., APPROVAL & ACCEPTANCE OF BID, BID AFFIDAVIT AND CERTIFICATE OF INSURANCE

<sup>2</sup>BID FROM CONTECH CONSTRUCTION PRODUCTS, INC., APPROVAL & ACCEPT OF BID, BID AFFIDAVIT AND CERTIFICATE OF INSURANCE

SECONDED BY COMMISSIONER GARY BISHOP TO ACCEPT THE BID FROM TYLER ASPHALT LTD.<sup>3</sup>, FOR ROAD MATERIALS INCLUDING OIL SAND, HOT OIL SAND, TYPE DD COLD MIX AND TYPE D HOT MIX.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO REJECT THE BIDS SUBMITTED FOR HAULING FLEX BASE AND FLEX BASE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO REJECT THE BID SUBMITTED FOR SEAL COAT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADJOURN.

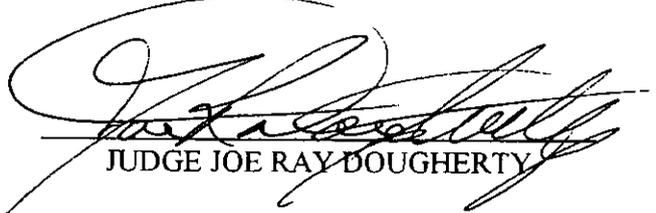
ALL MEMBERS OF THE COMMISSIONERS' COURT VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

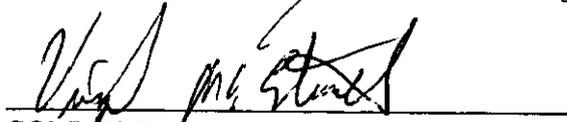
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3:45 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

---

<sup>3</sup>BID FROM TYLER ASPHALT LTD. , APPROVAL & ACCEPTANCE OF BID, BID AFFIDAVIT AND CERTIFICATE OF LIABILITY INSURANCE  
SEPTEMBER 17, 2003 COMMISSIONERS' COURT

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 25<sup>th</sup> DAY OF September 2003.



## COUNTY OF RAINS

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



September 22, 2003

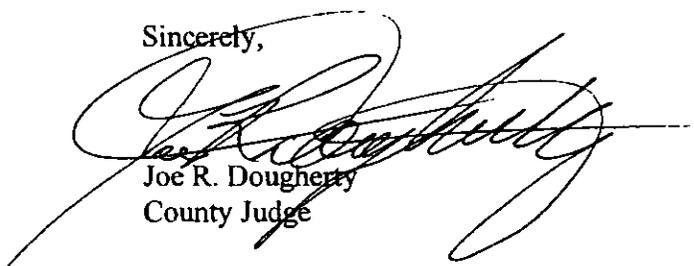
Williams Oil Co.  
302 S. Johnson St.  
Mineola, TX 75773

Dear Sirs:

Thank you for your recent bid on fuel prices for Rains County. In special session of Rains County Commissioners Court, Wednesday, September 17, 2003, the court voted unanimously to accept your fuel bid.

As always we appreciate your interest in providing Rains County with a quality product. Please contact Avis Jones, Rains County Road & Bridge Administrator, for any additional information.

Sincerely,



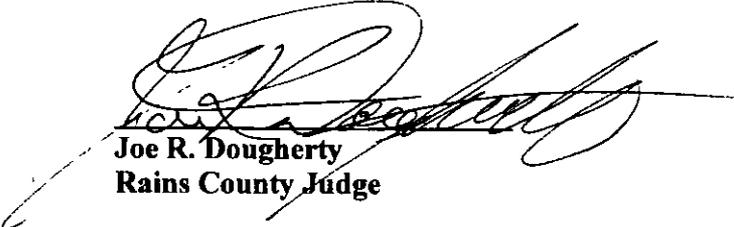
Joe R. Dougherty  
County Judge

JRD/cm

1 enclosure

**APPROVAL AND ACCEPTANCE OF BID BY THE COUNTY OF RAINS,  
TEXAS**

**Rains County, Texas signing by and through its County Judge or Presiding Officer  
of Commissioners Court has authorized the execution of this contract with Williams  
Oil Company for the purchase of Fuel, by order of the Rains County Commissioners  
Court on the 17<sup>th</sup> day of September, 2003.**



**Joe R. Dougherty  
Rains County Judge**

Phone  
(903) 569-3379

**Williams Oil Co.**  
302 S. Johnson St.  
Mineola, TX 75773  
Sept 10, 2003

Fax  
(903) 569-9220

County of Rains  
Road & Bridge Administration  
1293 S. State Hwy 19  
P O Box 158  
Emory TX, 75440

Attn: Avis Jones, Administrator

Subj: 2003-2004 Fuel Bid

Williams Oil Co. is pleased to submit the following fuel bid for Rains County year 2003-2004 needs.

Our fuel prices are based on the refinery posted price (rack price) plus profit of 0.05 cents per gallon plus any applicable state or federal excise taxes. It is our understanding that county units in the state of Texas pay state fuel taxes of 0.20 cents per gallon on gasoline and road diesel. Counties are exempt from federal excise tax on fuel. Off road diesel (dyed diesel) is exempt from both state and federal taxes. The prices below reflect the above structure.

Price for regular unleaded Gasoline 87 Octane on September 09, 2003 is \$1.1695 per gallon.  
(Rack price of .9195+0.05 profit+0.20 state tax)

Price for low sulphur on road Diesel 47 Cetane rating on September 09, 2003 is \$1.046 per gallon.  
(Rack Price of .7960+0.05 profit+0.20 state tax)

Price for off road dyed diesel high sulphur 52 Cetane rating on September 09, 2003 is \$0.8360 per gallon.  
(Rack price of .7860+0.05 profit)

Fuel Prices will escalate and de-escalate in accordance with the posted rack prices.

We also would like to tender prices for oil.

SAE 30 Diesel engine oil is \$4.71 per gallon in 55 gallon drums.

SAE 15W-40 Premium Diesel engine oil is \$5.30 per gallon in 55 gallon drums.

ISO 56 Tractor Transmission Hydraulic oil is \$3.23 per gallon in 55 gallon drums.

Drums are no deposit no return. Other container sizes are available if desired.

Williams Oil Co. can arrange for pickup of your waste motor and hydraulic oil at no charge if desired. We can also dispose of used Antifreeze and Fuel-oil filters. There is a small pickup charge for these items.

Prices are delivered to the precinct barns and terms are net 30 days.

We appreciate the opportunity of offer our goods and services to Rains County. If we are the successful bidder we look forward to a mutually beneficial business relationship with the County.

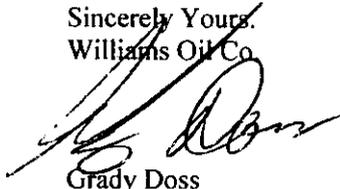
Phone  
(903) 569-3379

**Williams Oil Co.**  
302 S. Johnson St.  
Mineola, TX 75773

Fax  
(903) 569-9220

Thank you for the opportunity to bid.

Sincerely Yours,  
Williams Oil Co.



Grady Doss  
Owner.

CROWN TYLER

VOL. 039 PAGE 0507

CROWN CENTRAL PETROLEUM 09/08/03 14:53 P <--Date/Time Sent  
TERMINAL PRICES EFFECTIVE DATE: 09/09/03 00:00

LA GLORIA OIL & GAS COMPANY

"TYLER, TEXAS TERMINAL"

TYLER- GASOLINE	87RUL	89MUL	92PUL	93PUL	AV GAS
CHANGE:	1.00	1.50	2.00	2.00	NC
09/09/03 PRICE:	91.95	96.45	101.95	102.95	129.95
TYLER DISTILL.	#2 HS	HS PREM	#2 LS	LS PREM	KERO
CHANGE:	.37	.37	.37	.37	1.00
09/09/03 PRICE:	78.60	79.85	79.60	80.85	82.00

GAS

Off Road  
Dsl

Road Dsl

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

**STATE OF TEXAS  
COUNTY OF**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Grady J. Doss, who, after being by me duly sworn did depose and say: "I Grady J. Doss, am a duly authorized officer of/agent for (Firm Name) Williams Oil Co. and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Williams Oil Co (903) 569-3379  
Name of Firm Phone Number

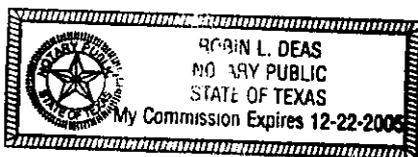
302 S. JOHNSON ST MINEOLA TX 75773  
Street Address City State Zip

GRADY J. DOSS OWNER  
Name (Typed or Printed) Title

[Signature]  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 10th day of September, 2003.

[Signature]  
Notary Public



\*\*\*\*\*

<b>ACORD</b>		DATE (MM/DD/YY) 11/22/2002			
<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY 121 EAST PARK SQUARE OWATONNA, MN 55060		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY A Federated Mutual Insurance Company			
		COMPANY B			
		COMPANY C			
		COMPANY D			
<b>INSURED</b> Williams Oil Company 302 S. Johnson St. Mineola, TX 75773					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	4503-1	11/23/2002	11/23/2003	GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$100,000
	MED EXP (Any one person) \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4503-2	11/23/2002	11/23/2003	COMBINED SINGLE LIMIT \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	4503-3	11/23/2002	11/01/2001	WC STATUTORY LIMITS \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
					OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/INCLUSIONS/SPECIAL ITEMS					
TRUMAN ARNOLD COMPANY 2738 CR 2168 CADDO MILLS, TX 75135			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE <i>[Signature]</i>		

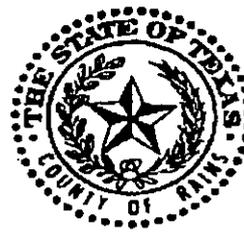


## COUNTY OF RAINS

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



September 22, 2003

Contech Construction Products, Inc.  
3305 CR 1712  
Grand Saline, TX 75140

Dear Sirs:

Thank you for your recent bid on Corrugated Steel Pipe for Rains County. In special session of Rains County Commissioners Court, Wednesday, September 17, 2003, the court voted unanimously to accept your bid.

As always we appreciate your interest in providing Rains County with a quality product. Please contact Avis Jones, Rains County Road & Bridge Administrator, for any additional information.

Sincerely,



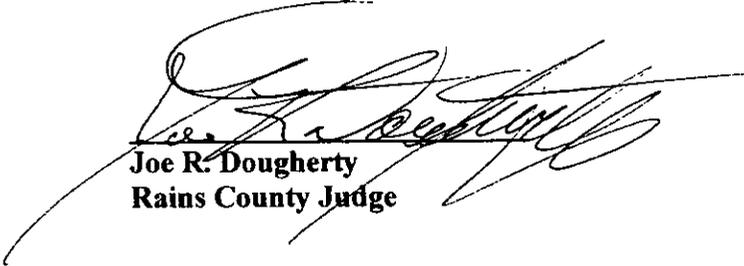
Joe R. Dougherty  
County Judge

JRD/cm

1 enclosure

**APPROVAL AND ACCEPTANCE OF BID BY THE COUNTY OF RAINS,  
TEXAS**

**Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract with Contech Construction Products, Inc. for the purchase of corrugated steel pipe, by order of the Rains County Commissioners Court on the 17<sup>th</sup> day of September, 2003.**



**Joe R. Dougherty  
Rains County Judge**

3305 CR 1712  
GRAND SALINE, TX 75140  
PHONE: 903-962-5852  
FAX: 903-962-0403

VOL. 039 PAGE 0512



**Rains County Annual Bid for Corrugated Steel Pipe**

**2 2/3" x 1/2" Corrugation**

Diameter	Gauge	Price/Ft.
12"	16ga	\$ 3.44
15"	16ga	\$ 4.23
18"	16ga	\$ 5.05
24"	16ga	\$ 6.70
30"	16ga	\$ 8.32
36"	16ga	\$ 9.97
42"	16ga	\$11.61

**3" x 1" Corrugation**

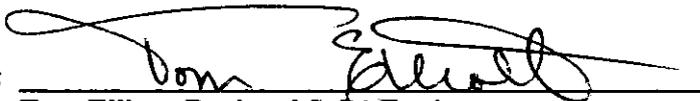
Diameter	Gauge	Price/Ft.
48"	16ga	\$16.02
60"	16ga	\$19.82
72"	16ga	\$23.85

All pipe ends will be ground smooth and regalvanized with cold galvanizing compound.

Delivery will be made within four (4) working days after receipt of order. Emergency deliveries will be made on a same or next day basis upon request.

Deliveries will be made to site or county barns as directed by Rains County Road and Bridge Administrator.

By: \_\_\_\_\_

  
Tom Elliott, Regional Sales Engineer

Date: August 25, 2003

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

**STATE OF TEXAS  
COUNTY OF**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared TOM ELLIOTT, who, after being by me duly sworn did depose and say: "I Tom Elliott, am a duly authorized officer of/agent for (Firm Name) Contech Construction Products and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Contech Construction Products 903 962-5852  
Name of Firm Phone Number

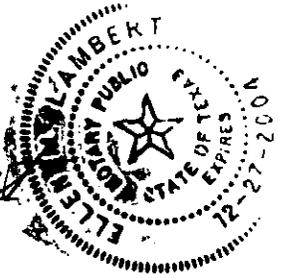
3305 CR 1712 Grand Saline, TX 75140  
Street Address City State Zip

Tom Elliott Regional Sales Engineer  
Name (Typed or Printed) Title

Tom Elliott  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 26th day of August, 2003.

Ellen M. Lambert  
Notary Public



\*\*\*\*\* State of Texas  
County of Van Zandt

My Commission Expires 12-27-2004

**MARSH**

**CERTIFICATE OF INSURANCE**

CERTIFICATE NUMBER  
CLE-001118023-03

PRODUCER

MARSH USA INC.  
ATTN: HEATH BANDY (513) 287 1688  
525 VINE STREET, SUITE 1500  
CINCINNATI, OH 45202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY  
A ZURICH AMERICAN INS. CO.

COMPANY  
B N/A

COMPANY  
C

COMPANY  
D

07100 -CONTE-ALL-03/04 CONTE

INSURED

CONTECH HOLDINGS INC.  
CONTECH CONSTRUCTION PRODUCTS INC.  
P. O. BOX 800  
MIDDLETOWN, OH 45042

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 5

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLO8978387-08	07/01/03	07/01/04	GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROF				EACH OCCURRENCE \$ 1,000,000	
					FIRE DAMAGE (Any one fire) \$ 250,000	
					MED EXP (Any one person) \$ 5,000	
A	AUTOMOBILE LIABILITY	BAP8978383-08 (AOS)	07/01/03	07/01/04	COMBINED SINGLE LIMIT \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	TAP8978385-08 (TX)	07/01/03	07/01/04	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	MA8978386-08 (MASS)	07/01/03	07/01/04	BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS	BAP8978384-08 (VA)	07/01/03	07/01/04	PROPERTY DAMAGE \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$	
					EACH ACCIDENT \$	
					AGGREGATE \$	
	EXCESS LIABILITY				EACH OCCURRENCE \$	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8978381-08 (AOS)	07/01/03	07/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000	
		WC8978382-09 (RETRO)	07/01/03	07/01/04	EL EACH ACCIDENT \$ 1,000,000	
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXCLUSIVE OFFICERS ARE	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC8978655-07 (CA)	07/01/03	07/01/04	EL DISEASE POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> OTHER				EL DISEASE - EACH EMPLOYEE \$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

\*\*FOR INFORMATION ONLY\*\*

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

BY: John Holden

MM1(3/02)

*John T. Holden*  
VALID AS OF: 07/01/03

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CLE-00118023-03

**PRODUCER**

MARSH USA INC.  
ATTN: HEATH BANDY (513) 287 1888  
525 VINE STREET, SUITE 1500  
CINCINNATI, OH 45202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A ZURICH AMERICAN INS. CO.
- COMPANY  
B N/A
- COMPANY  
C
- COMPANY  
D

07100 -CONTE-ALL-03/04 CONTE

**INSURED**

CONTECH HOLDINGS INC.  
CONTECH CONSTRUCTION PRODUCTS INC.  
P. O. BOX 800  
MIDDLETOWN, OH 45042

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE ASSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTORS PROT	GLO8978397-08	07/01/03	07/01/04	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMHOP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP8978383-08 (AOS) TAP8978385-08 (TX) MA8978386-08 (MASS) BAP8978384-08 (VA)	07/01/03 07/01/03 07/01/03 07/01/03	07/01/04 07/01/04 07/01/04 07/01/04	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETORY PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC8978381-08 (AOS) WC8978382-09 (RETRO) WC8978655-C7 (CA)	07/01/03 07/01/03 07/01/03	07/01/04 07/01/04 07/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

\*\*FOR INFORMATION ONLY\*\*

**CANCELLATION**

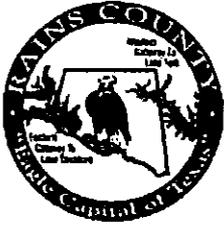
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, ON THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: John Holden

MM1(3/02)

*John T. Holden*  
VALID AS OF: 07/01/03



## COUNTY OF RAINS

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



September 22, 2003

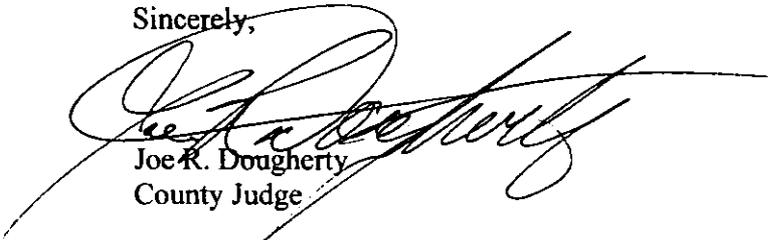
Tyler Asphalt Ltd.  
P.O. Box 5028  
Tyler, TX 75712

Dear Sirs:

Thank you for your recent bid on road materials for Rains County. In special session of Rains County Commissioners Court, Wednesday, September 17, 2003, the court voted unanimously to accept your bid.

As always we appreciate your interest in providing Rains County with a quality product. Please contact Avis Jones, Rains County Road & Bridge Administrator, for any additional information.

Sincerely,



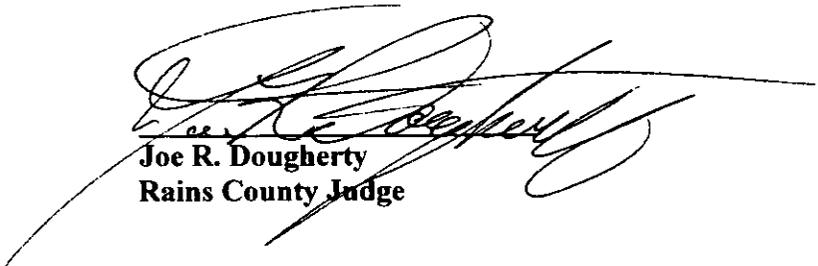
Joe R. Dougherty  
County Judge

JRD/cm

1 enclosure

**APPROVAL AND ACCEPTANCE OF BID BY THE COUNTY OF RAINS,  
TEXAS**

**Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract with Tyler Asphalt Ltd. for the purchase of road materials, by order of the Rains County Commissioners Court on the 17<sup>th</sup> day of September, 2003.**



**Joe R. Dougherty  
Rains County Judge**

PUBLIC NOTICE

The Rains County Commissioners Court will be accepting SEALED BIDS for the fiscal year 2003-2004 until 9:00 A.M. September 11, 2003 for the following:

1. Fuel and oil
2. Road oil meeting TXDOT specifications- Delivered and FOB @ plant
3. Steel culverts
4. Plant Mix Oil Sand 100% AC 1.5 equivalent- Delivered and FOB @ plant
5. Plant Mix Hot Oil Sand 100% AC-20 Delivered and FOB @ plant
6. Hot Mix Asphalt-Delivered and FOB @ plant
7. Cold Mix Asphalt-Delivered and FOB @ plant
8. Flex Base meeting TXDOT specifications-Delivered and FOB @ plant
9. Hauling Flex Base from Rock Solid to Rains County
10. Seal Coating with Rock- Prime coat with MC-30 @.25 gallons per sq. yard- Seal Coat with AC-10 or MC-3000 @ .30 per sq. yard. Immediate covering with aggregate. Please give price for one mile of road, 16 feet wide. Asphaltic materials shall be applied on a clean surface with an approved type of self-propelled, pressure distributor so operated as to distribute the material in a quality selected, evenly and smoothly, under a pressure necessary for proper distribution. Asphalt distribution shall be calibrated according to standards established by the State of Texas. Certificate of calibration is required. Chip spreader must have a self-propelled spreader for even distribution of rock. The contractor shall provide facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

All these bid items for materials or placements must meet TXDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by an independent laboratory, any or all loads delivered. If the product fails testing, Rains County has the right to refuse to pay for the unsatisfactory load or loads and to charge the cost of testing to the supplier of the failed products.

The vendor or contractor will be required to replace at his expense any product or materials which prove defective within six (6) months following application.

Page 2

**SEALED BIDS will be opened at 10:00 A.M. September 11, 2003 at the regular Rains County Commissioners Court Meeting.**

**SEALED BIDS shall be mailed to the Rains County Judge, P.O. Box 158, Emory, Texas 75440 or hand-delivered to the Rains County Judges' Office.**

**Bid prices shall be good from 10-01-03 through 09-30-04. Rains County Commissioner Court reserves the right to accept or reject any or all bids.**

**Any questions should be directed to the Rains County Road and Bridge Administrator, Avis Jones @ 903-473-8783.**

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared LANCE PHILLIPS, who, after being by me duly sworn did depose and say: "I LANCE PHILLIPS, am a duly authorized officer of/agent for (Firm Name) TYLER ASPHALT and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

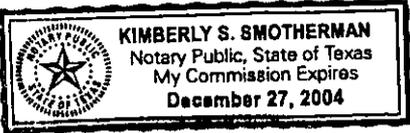
TYLER ASPHALT                      903-597-3603  
Name of Firm                              Phone Number

PO BOX 5028 TYLER TX 75712  
Street Address                      City                      State                      Zip

LANCE PHILLIPS                      VP  
Name (Typed or Printed)                      Title

[Signature]  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 10<sup>th</sup> day of September, 2003.



Kimberly S. Smotherman  
Notary Public

\*\*\*\*\*

Tyler Asphalt Ltd.  
P.O. Box 5028  
Tyler, Texas 75712

September 9, 2003

Rains County Auditor  
Rains County Courthouse  
100 Quitman Street  
Emory, Texas 75440

RE: Rains County Road Materials

Dear Sirs,

We are pleased to have the opportunity to bid on your road materials this year. Please find below the price for our various asphalt products.

Plant Mixed Oil Sand (AC 1.5)	\$ 22.00/Ton FOB Tyler Plant	\$ 28.50/Ton Delivered ✓
Plant Mixed Hot Oil Sand (AC 20)	\$ 23.00/Ton FOB Tyler Plant	\$ 29.50/Ton Delivered ✓
Type DD Cold Mix	\$ 32.50/Ton FOB Tyler Plant	\$ 39.00/Ton Delivered ✓
Type D Hot Mix	\$ 31.50/Ton FOB Tyler Plant	\$ 38.00/Ton Delivered ✓

If you have any questions please contact me at 903-597-3603. Again thank you for the opportunity to bid on your road materials.

Sincerely,



Lance Phillips  
Tyler Asphalt Ltd.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE ISSUED: 8/14/03
PRODUCER Hibbs-Hallmark & Company 501 Shelley Drive P.O. Box 8357 Tyler, TX 75711	(903) 561-8484	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Tyler Asphalt, Ltd. P. O. Box 5028 Tyler, TX 75712		INSURERS AFFORDING COVERAGE
		INS. PER A Employers Mut Cas Co
		INS. PER B
		INS. PER C
		INS. PER D
		INS. PER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUP  GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> REC. <input checked="" type="checkbox"/> LOC	1D1954303	12/1/02	12/1/03	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one ins) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTOS ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	1E1954303	12/1/02	12/1/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> ANY AUTOS				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUP <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	1M1954303	12/1/02	12/1/03	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	1H1954303	12/1/02	12/1/03	<input checked="" type="checkbox"/> IF STATE TOP LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED: INSURER LETTER:	<b>CANCELLATION</b>
Rains County Road and Bridge Administrator P. O. Box 158 Emory, TX 75440-		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Bery Howell</i>

**COMMISSIONERS' COURT  
Rains County**

**Notice of Special Session  
Rains County Courthouse Annex, Emory, Texas  
September 18, 2003 10:00 a.m.  
ADDENDUM**

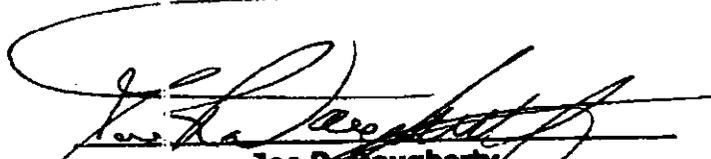
**ACTIONABLE AGENDA**

- 1. <sup>1A</sup> ~~1.30~~ Canvass September 13, 2003 election. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



**Joe R. Dougherty  
Rains County Judge  
September 15, 2003**

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Special Session  
Rains County Courthouse Annex, Emory, Texas  
September 18, 2003, 10:00a.m.**

**ACTIONABLE AGENDA**

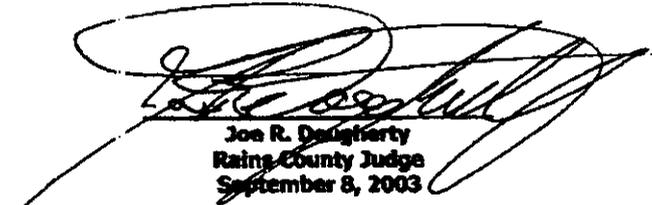
**Discuss and take necessary action on the following items:**

- 1. <sup>1A</sup>070 Proposed Budget for FY 2003-2004. (Court)
- 2. <sup>1A</sup>105 Property tax discount for FY 2003-2004. (Court)
- 3. <sup>1A</sup>122 Set Tax Rate for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gift; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

**Note:** Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Daugherty  
Rains County Judge  
September 8, 2003

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Special Session  
Rains County Courthouse Annex, Emory, Texas  
September 18, 2003, 10:00a.m.**

**ACTIONABLE AGENDA**

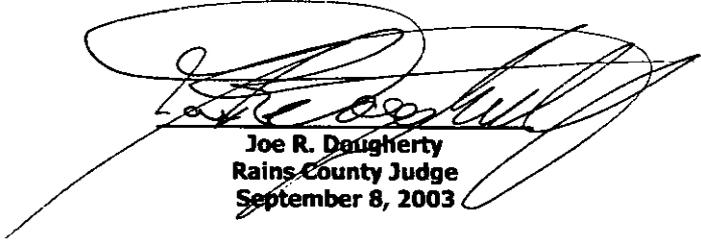
**Discuss and take necessary action on the following items:**

1. <sup>1A</sup> ~~270~~ Proposed Budget for FY 2003-2004. (Court)
2. <sup>1A</sup> ~~65~~ Property tax discount for FY 2003-2004. (Court)
3. <sup>1A</sup> ~~22~~ Set Tax Rate for FY 2003-2004. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Daugherty  
Rains County Judge  
September 8, 2003

THE STATE OF TEXAS

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§  
§  
§  
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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

SEPTEMBER 18, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENEED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON THURSDAY, THE 18TH DAY OF SEPTEMBER, 2003, AT 10:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:00 A.M. ON THURSDAY, SEPTEMBER 18, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:05 A.M. ON THURSDAY, THE 18TH DAY OF SEPTEMBER, 2003.

THE COURT CONVENED IN OPEN COURT ON SEPTEMBER 18, 2003 AT 10:05 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

1. Tape 1A 070 THE MATTER OF *PROPOSED BUDGET FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE PROPOSED BUDGET FOR FY 2003-2004.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

2. Tape 1A 105 THE MATTER OF *PROPERTY TAX DISCOUNT FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO LEAVE THE PROPERTY TAX DISCOUNT AS IS FOR FY 2003-2004.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

3. Tape 1A 122 THE MATTER OF *SET TAX RATE FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE SETTING THE TAX RATE AT .6027 FOR M&O AND .0361 FOR I&S FOR A TOTAL OF .6388 PER \$100.00 VALUE AS THE TAX RATE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

**ADDENDUM**

1. Tape 1A 130 THE MATTER OF *CANVASSING SEPTEMBER 13, 2003 ELECTION* CAME TO THE ATTENTION OF THE COURT.

COMMISSIONER EVELYN MALONE CALLED OUT THE TALLY LIST WITH JUDGE JOE RAY DOUGHERTY VERIFYING THE TOTALS AGAINST THE RETURN SHEET AND COMMISSIONER VIRGIL MCENTURFF VERIFYING THE TOTALS AGAINST THE COUNTY CLERK'S LIST.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY EVELYN MALONE TO ACCEPT THE CANVAS REPORT<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADJOURN.

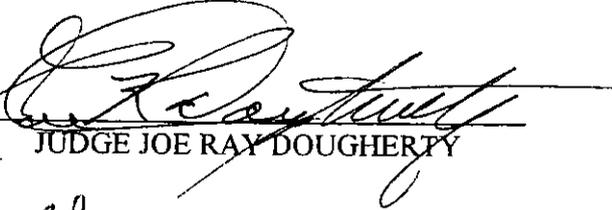
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

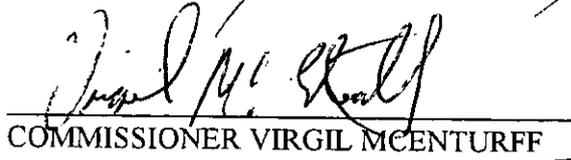
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<sup>1</sup> THE SECRETARY OF STATE OF TEXAS, CANVASS REPORT, 2003 CONSTITUTIONAL AMENDMENT ELECTION, SEPTEMBER 13, 2003

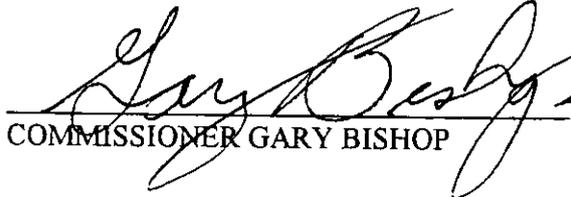
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 11:30  
A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 23rd DAY OF October, 2003.

The Secretary of State of Texas

Geoffrey S. Connor

Canvass Report

2003 Constitutional Amendment Election

September 13, 2003

VOL. 039 PAGE 0530

RAINS	Votes
Prop 1 Funding veterans' housing( M )	
IN FAVOR	<u>557</u>
AGAINST	<u>181</u>
Prop 2 Mineral interests property redemption( M )	
IN FAVOR	<u>441</u>
AGAINST	<u>245</u>
Prop 3 Exemption for religious groups( M )	
IN FAVOR	<u>393</u>
AGAINST	<u>350</u>
Prop 4 Districts can provide parks( M )	
IN FAVOR	<u>313</u>
AGAINST	<u>388</u>
Prop 5 Exemption for certain trailers( M )	
IN FAVOR	<u>468</u>
AGAINST	<u>274</u>
Prop 6 Permits reverse mortgaging( M )	
IN FAVOR	<u>480</u>
AGAINST	<u>241</u>
Prop 7 Allows six-person jury( M )	
IN FAVOR	<u>492</u>
AGAINST	<u>252</u>
Prop 8 Taking office without election( M )	
IN FAVOR	<u>427</u>
AGAINST	<u>320</u>
Prop 9 Permanent school fund( M )	
IN FAVOR	<u>325</u>
AGAINST	<u>381</u>
Prop 10 Volunteer fire departments( M )	
IN FAVOR	<u>671</u>
AGAINST	<u>75</u>
Prop 11 Dispensing of Texas wine( M )	
IN FAVOR	<u>434</u>
AGAINST	<u>300</u>

The Secretary of State of Texas  
Geoffrey S. Connor  
Canvass Report  
2003 Constitutional Amendment Election  
September 13, 2003

VOL. 039 PAGE 0531

RAINS

Votes

Prop 12 Suits against doctors and providers( M )	
IN FAVOR	<u>349</u>
AGAINST	<u>430</u>
Prop 13 Tax freeze on certain homes( M )	
IN FAVOR	<u>626</u>
AGAINST	<u>124</u>
Prop 14 Transportation agencies funding( M )	
IN FAVOR	<u>401</u>
AGAINST	<u>314</u>
Prop 15 Retirement systems benefits( M )	
IN FAVOR	<u>567</u>
AGAINST	<u>170</u>
Prop 16 Home equity loans and credits( M )	
IN FAVOR	<u>432</u>
AGAINST	<u>274</u>
Prop 17 Tax freeze on homes of disabled( M )	
IN FAVOR	<u>592</u>
AGAINST	<u>151</u>
Prop 18 Assuming office without election( M )	
IN FAVOR	<u>423</u>
AGAINST	<u>309</u>
Prop 19 Eliminating rural fire districts( M )	
IN FAVOR	<u>341</u>
AGAINST	<u>371</u>
Prop 20 Assisting defense-related communities( M )	
IN FAVOR	<u>371</u>
AGAINST	<u>337</u>
Prop 21 Compensation for government service( M )	
IN FAVOR	<u>327</u>
AGAINST	<u>390</u>



COMMISSIONERS' COURT  
Rains County

VOL. 039 PAGE 0533

Notice of Open Meeting  
Regular Session  
Rains County Courthouse Annex, Emory, Texas  
September 25, 2003, 9:00a.m.

OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)

**ACTIONABLE AGENDA**  
Discuss and take necessary action on the following items:

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

- 1.      Road & Bridge Department:
  - 1A358 a.) Status of roads & bridges for Rains County. (Jones)
  - 1A667 b.) Advertise for bids for backhoe.
  - 1A721 c.) Adv Jones vacation time.
  - d.) Replacement of Road and Bridge stolen equipment.
- 2. 705 1B Litter Abatement & On Street Sewage Facility Reports. (Roland)
  - a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

- 1. 038 2A 1B Payment of accounts.
- 2. 103 1B Line item transfers, if applicable.
  - a.) 105 Constable line item transfers.
- 3. NA Budget amendments, if applicable.
- 4. NA Treasurer's Monthly/Quarterly Reports. (Northcutt)
- 5. 115 2A Minutes of previous Commissioners Court meetings.
- 6.      District Clerk monthly report. (Traylor)
- 7.      County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

JUDGE JOE R. DOUGHERTY-COUNTY JUDGE

- 1.      Update of SB-7, Indigent Defense

(Section 3 Continued)

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2. County Wide Emergency Management Plan

a.) Joint resolution with Rains County & the cities of E. Tawakoni, Emory, & Point establishing joint procedures for Emergency Management & Hazardous Mitigation Plans.

3. Budget

4. Subdivision Regulations

COMMISSIONER VIRGIL MCEVURFF-PCT. 1

5. Setting of rates and collection procedures for all county fees.

a.) <sup>28</sup>254 County Clerk Fees (Wallace)

b.) <sup>34</sup>337 Set District Clerk Records Management Fees. (Traylor)

c.) Set Clerk fees, Sheriff fees and Constable fees to be effective January 1, 2004 per Local Government Code 118.131. (Court)

d.) <sup>18</sup>294 Public Hearing for Archive Fee. (Linda Wallace)

e.) <sup>18</sup>301 Set Archive Fee. (Court)

f.) Justice of the Peace Fees (Smith)

g.) <sup>3A</sup>363 Sheriff Fees (Wilson)

h.) Constable Fees (Lockett)

6. Records Management

7. Records Preservation

COMMISSIONER EVELYN MALONE-PCT. 2

8. Personnel Policy and Procedures (County Wide)

9. GASB-34

10) <sup>10/5</sup> Hold a public meeting to inform the public about the Rains County Hazard Mitigation Planning Process & to receive comments on hazards that affect the public health, safety & welfare of residents.

11. Home Land Security

COMMISSIONER GARY BISHOP-PCT. 3

12. Safety Coordinator (County Wide)

a.) Ground Safety Reports.

b.) <sup>79</sup>796 DOT Inspections.

13. Courthouse Renovation

14. Facilities Maintenance

a.) Courthouse security.

(Section 3 Continued)

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COMMISSIONER RODNEY SMITH-PCT. 4

15. LAN Implementation

16. County Computer Networking System

a.) Hardware & Software

1.) Purchase & installation of hardware & software for network.

b.) Wiring of Facilities

17. County Website Update & Expansion

SECTION IV. GENERAL COURT ITEMS

1. <sup>1B</sup>~~324~~ Nominate candidates to serve on the Rains County Tax Appraisal District Board of Directors. (Judge)

2. <sup>1A</sup>~~290~~ Open Bids for County Dep.itory. (Court)

3. <sup>2A</sup>~~745~~ Set date, time, and place for Commissioners Court meetings for FY 2003-2004. (Court)

4. <sup>2A</sup>~~016~~ Rains County Contract for 911 Rural Addressing Maintenance Services. (Court)

5. <sup>2A</sup>~~017~~ 8<sup>th</sup> Judicial District Court Order for reading into minutes. (Court)

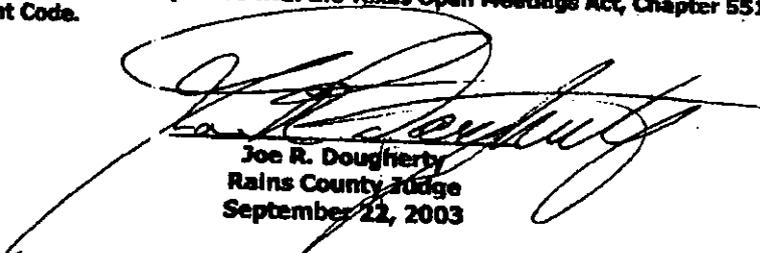
6. ~~123~~ Maintenance position. (Bl: hop)

7. ~~NA~~ Relocation of public post: gis. (Court)

EXECUTIVE SESSION

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
Joe R. Dougherty  
Rains County Judge  
September 22, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**SEPTEMBER 25, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 25TH DAY OF SEPTEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, SEPTEMBER 25, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:10 A.M. ON THURSDAY, THE 25TH DAY OF SEPTEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

WITH COMMISSIONER RODNEY SMITH BEING ABSENT, THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

III. 10. Tape 1A 015 THE MATTER OF *HOLDING A PUBLIC MEETING TO INFORM THE PUBLIC ABOUT THE RAINS COUNTY HAZARD MITIGATION PLANNING PROCESS & TO RECEIVE COMMENTS ON HAZARDS THAT AFFECT THE PUBLIC HEALTH, SAFETY & WELFARE OF RESIDENTS* CAME TO THE ATTENTION OF THE COURT.

CHRISTY ASKEW, WITH GARY R. TRAYLOR & ASSOCIATES, ADDRESSED THE COURT RE: RAINS COUNTY HAZARD MITIGATION PLANNING PROCESS.

IV. 2. Tape 1A 090 THE MATTER OF *OPEN BIDS FOR COUNTY DEPOSITORY* CAME TO THE ATTENTION OF THE COURT.

JUDGE JOE RAY DOUGHERTY OPENED THE BID FROM AUSTIN BANK<sup>1</sup>.

JUDGE JOE RAY DOUGHERTY OPENED THE BID FROM THE 1<sup>ST</sup> NATIONAL BANK OF EMORY<sup>2</sup>.

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<sup>1</sup>LETTER FROM AUSTIN BANK DATED SEPTEMBER 15, 2003 WITH BID ENCLOSED

<sup>2</sup>LETTER FROM THE 1<sup>ST</sup> NATIONAL BANK OF EMORY DATED SEPTEMBER 15, 2003 WITH BID ENCLOSED

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 358 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>3</sup>.

I. 1.b. Tape 1A 667 THE MATTER OF *ADVERTISE FOR BIDS OF BACKHOE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ADVERTISE FOR A BACKHOE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.c. Tape 1A 721 THE MATTER OF *AVIS JONES VACATION TIME* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO EXTEND AVIS JONES VACATION TIME UNTIL THE MONTH OF OCTOBER.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

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<sup>3</sup>COMPLETED WORK FOR 09/08/2003 THROUGH 09/18/2003, AVIS JONES  
SEPTEMBER 25, 2003 COMMISSIONERS' COURT

II. 2. Tape 1B 103 THE MATTER OF *LINE ITEM TRANSFERS, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ALLOW THE LINE ITEM TRANSFER TO JUSTICE OF THE PEACE FOR CONSTABLE LUCKETT TO USE THE REMAINING BALANCE OF HIS BUDGET TO PURCHASE FURNITURE FOR THE JUSTICE OF THE PEACE COURTROOM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

III. 5.d. Tape 1B 294 THE MATTER OF *PUBLIC HEARING FOR ARCHIVE FEE* CAME TO THE ATTENTION OF THE COURT.

JUDGE JOE RAY DOUGHERTY OPEN THE PUBLIC HEARING ON THE ARCHIVE FEE.

A PROPOSED FEE INCREASE WAS PRESENTED BY LINDA WALLACE

A MOTION BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO CONCLUDE THE PUBLIC HEARING FOR THE ARCHIVE FEE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARING IS CLOSED.

III. 5.e. Tape 1B 301 THE MATTER OF *SET ARCHIVE FEE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY

SECONDED BY COMMISSIONER EVELYN MALONE TO SET THE ARCHIVE FEE AT \$5.00 PER DOCUMENT AS SET OUT IN THE PROPOSED FEE INCREASE PRESENTED BY LINDA WALLACE, COUNTY CLERK<sup>4</sup> AND TO FILL A FULL TIME POSITION FOR ONE YEAR TO ARCHIVE DOCUMENTS RECORDED IN THE COUNTY CLERK'S OFFICE, WITH THE POSITION TO BE PAID FROM FUNDS OF THE CLERK'S RECORDS MANAGEMENT ACCOUNT TO BE TRANSFERRED TO SALARIES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:45 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 11:07 A.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER RODNEY SMITH.

IV. 1. Tape 1B 334 THE MATTER OF *NOMINATE CANDIDATES TO SERVE ON THE RAINS COUNTY TAX APPRAISAL DISTRICT BOARD, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO NOMINATE GORDON KRANTZ WITH 840

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<sup>4</sup>PROPOSED FEE INCREASE PRESENTED BY LINDA WALLACE, COUNTY CLERK

POINTS AND TO USE THE BALANCE OF THE POINTS FOR BOB RUSSELL<sup>5</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED  
BY COMMISSIONER VIRGIL MCENTURFF TO CLOSE THE NOMINATIONS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1B 705 LITTER ABATEMENT & ON SITE SEWAGE FACILITY  
REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY,  
SUBMITTED ORAL AND WRITTEN REPORT<sup>6</sup>.

II. 1. Tape 2A 088 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED  
BY COMMISSIONER EVELYN MALONE TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>7</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 2A 145 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS  
COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY

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<sup>5</sup>LETTER & VOTING ENTITLEMENT CALCULATION FROM RAINS COUNTY  
APPRAISAL DISTRICT DATED 9/16/03 & REQUEST LETTER FROM GORDON KRANTZ  
DATED 9/18/03

<sup>6</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 9/25/03

<sup>7</sup>COMMISSIONERS COURT REGISTER DATED 9/25/03

SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO WAIVE THE READING OF THE MINUTES AND APPROVE THE MINUTES DATED AUGUST 28, SEPTEMBER 11, AND SEPTEMBER 17, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 11:55 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS FOR LUNCH UNTIL 1:00 P.M..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:05 P.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER RODNEY SMITH.

IV. 6. Tape 2A 182 THE MATTER OF *MAINTENANCE POSITION* TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO GO INTO EXECUTIVE SESSION TO INTERVIEW APPLICANTS FOR THE MAINTENANCE POSITION..

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 2:11, BACK INTO OPEN SESSION.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO EMPLOYEE JERRY KNIGHT FOR THE MAINTENANCE POSITION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

III. 5. a Tape 2A 254 THE MATTER OF *COUNTY CLERK FEES* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE COUNTY CLERK'S  
FEES AS REQUESTED AND APPROVE THE FILING FEES FOR PLATS AT \$50.00 FOR THE  
FIRST PAGE AND \$10.00 FOR EACH PAGE THEREAFTER.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

III. 5.b Tape 2A 331 THE MATTER OF *DISTRICT CLERK FEES* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE THE \$5.00 RECORDS  
MANAGEMENT FEE TO BE COLLECTED BY THE DISTRICT CLERK.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

III. 5.g Tape 2A 363 THE MATTER OF *SHERIFF & CONSTABLE FEES* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE FEES AS LISTED BY  
THE COMPTROLLER.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,

MOTION CARRIED UNANIMOUSLY.

III. 12.b. Tape 2A 496 THE MATTER OF *DOT INSPECTIONS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO HAVE THE ROAD & BRIDGE DEPARTMENTS; TRUCKS & TRAILERS DOT INSPECTED WHEN THE CURRENT INSPECTIONS EXPIRES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 2A 745 THE MATTER OF *SET DATE, TIME, AND PLACE FOR COMMISSIONERS COURT MEETINGS FOR FY 2003-2004* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO SET THE COMMISSIONERS COURT MEETINGS AS PREVIOUSLY SET AND TO SET THE NIGHT MEETING TO THE 4<sup>TH</sup> THURSDAY OF THE FIRST MONTH OF EACH QUARTER AND DESIGNATE THE COURTHOUSE ANNEX AS THE MEETING PLACE AND THE COURTHOUSE AS THE ALTERNATE MEETING PLACE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape 2B 016 THE MATTER OF *RAINS COUNTY CONTRACT 911 RURAL ADDRESSING MAINTENANCE SERVICES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE 911

CONTRACT FOR RURAL ADDRESSING.<sup>9</sup>

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2B 018 THE MATTER OF 8<sup>TH</sup> JUDICIAL DISTRICT COURT ORDER FOR  
READING INTO MINUTES CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER EVELYN MALONE TO ACCEPT THE ORDER FROM THE  
8<sup>TH</sup> JUDICIAL DISTRICT OF TEXAS FOR THE SALARY FOR THE COURT REPORTER FOR  
THE RECORD.<sup>10</sup>

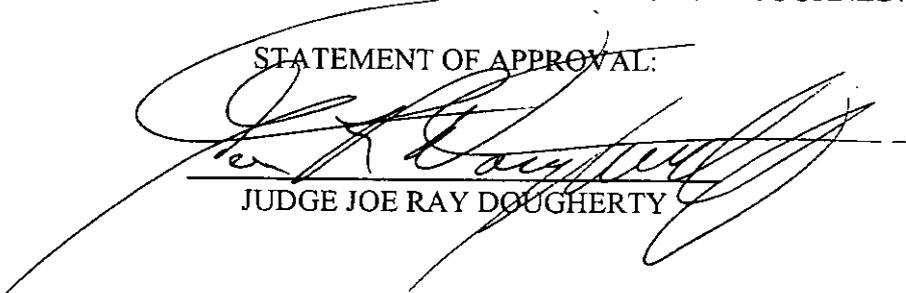
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER EVELYN MALONE TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3:20 P.M.,  
JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

---

<sup>9</sup>RAINS COUNTY CONTRACT FOR 911 RURAL ADDRESSING

<sup>10</sup>ORDER ENTERED BY ROBERT NEWSOM, JUDGE OF THE EIGHTH JUDICIAL  
DISTRICT COURT

Virgil M. McEnturff  
COMMISSIONER VIRGIL MCENTURFF

Evelyn Malone  
COMMISSIONER EVELYN MALONE

Gary Bishop  
COMMISSIONER GARY BISHOP

Rodney Smith  
COMMISSIONER RODNEY SMITH

ATTEST:

Linda Wallace  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 24 DAY OF November, 2003.



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170 E. Quitman St.  
P.O. Box 67  
Emory, Texas 75440  
903-473-2611  
Fax: 903-473-3094  
www.fnemory.com

September 15, 2003

Honorable Commissioner's Court  
Rains County  
P.O. Box 158  
Emory, TX 75440

RE: Depository Bid

Thank you for the opportunity to submit our bid to serve as the Depository for the County and Permanent School Funds.

The First National Bank of Emory continues to maintain its well-capitalized status with total capital as of September 12, 2003 of \$7,331,119.65. The amount of paid up capital stock is \$237,000 and the amount of permanent surplus is \$663,018. Attached is a Statement of Condition as of June 30, 2003.

The First National Bank of Emory is committed to providing the latest technology along with the best of customer service. Internet banking is scheduled for implementation the second quarter of next year, and we will continue to look for ways to provide the best of banking services for our customers.

Sincerely,

Steve Beaver,  
President

COUNTY DEPOSITORY BID FORM  
2003 DEPOSITORY CONTRACT  
(INCLUDING SUB-DEPOSITORY)

Rains County Commissioners Court  
County Courthouse  
P.O. Box 158  
Emory, TX 75440

Greetings Commissioners Court:

The undersigned, a qualified banking institution, hereinafter called Bidder, for the privilege of acting as Depository of Rains County, Texas, hereinafter called County, for a term of two years with an option for additional two years, beginning September 2003 and will end on the first regular Commissioners Court meeting date in May 2005 (or two years thereafter), and for the further privilege of receiving all funds or only certain funds to be designated by the County if more than one depository is selected, at County's option to place on demand or interest bearing time deposits as provided in Local Government Code Chapter 116 covering Depositories for County Public Funds. Investments are made in accordance to the Public Investment Act governing county public funds.

The specification areas set forth by the Commissioners Court of Rains County are as follows:

1. **INVESTMENT INTEREST**-Please specify one of the following:

\_\_\_ Bidder will pay the maximum allowed by the Federal Reserve,  
OR

X Bidder will not pay the maximum allowed by the Federal Reserve but will pay interest as follows:

1.1 **Deposits or Repurchase Agreements of \$100,000 or more**

SEE ATTACHED

1.1.1 \_\_\_% interest per annum compounded \_\_\_ on time deposits having a maturity date of from 30 to 59 days for amounts on deposit of \$100,000 or more.

1.1.2 \_\_\_% interest per annum compounded \_\_\_ on time deposits having a maturity date of from 60 to 89 days for amounts on deposit of \$100,000 or more.

1.1.3 \_\_\_% interest per annum compounded \_\_\_ on time deposits having a maturity date of from 90 to 179 days for amounts on deposit of \$100,000 or more.

1.1.4 \_\_\_\_\_% interest per annum compounded \_\_\_\_\_ on time deposits having a maturity date of from 180 days or more for amounts on deposit of \$100,000 or more.

1.2 **Deposits or Repurchase Agreements less than \$100,000**  
SEE ATTACHED

1.2.1 \_\_\_\_\_% interest per annum compounded \_\_\_\_\_ on time deposits having a maturity date of from 30 to 59 days for amounts on deposit of less than \$100,000.

1.2.2 \_\_\_\_\_% interest per annum compounded \_\_\_\_\_ on time deposits having a maturity date of from 60 to 89 days for amounts on deposit of less than \$100,000.

1.2.3 \_\_\_\_\_% interest per annum compounded \_\_\_\_\_ on time deposits having a maturity date of from 90 to 179 days for amounts on deposit of less than \$100,000.

1.2.4 \_\_\_\_\_% interest per annum compounded \_\_\_\_\_ on time deposits having a maturity date of from 180 days or more for amounts on deposit of less than \$100,000.

1.3 **NOW Accounts**-Bidder agrees to pay \_\_\_\_\_% interest on NOW accounts, the NOW account is described as follows:

\_\_\_\_\_ see attached \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4 **SUPER NOW Accounts**-Bidder agrees to offer the county a SUPER NOW checking account. The SUPER NOW account is described as follows:

\_\_\_\_\_ see attached \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1.5 **Money Market Accounts**-Bidder agrees to offer the County a MONEY MARKET checking account. The MONEY MARKET ACCOUNT is described as follows:

see attached

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2. **Bookkeeping Procedures**-Bidder

- 2.1      will charge the County, specify \$        , or  
     Account analysis charges are attached should multiple depositories  
  x   will not charge for keeping the County's deposit records and accounts for      be  
the period covered by this bid as defined in this section, provided      selected  
that the privilege of receiving all funds is obtained.

2.2 Bookkeeping procedures that shall be included and are required by this contract is the preparation of monthly statements showing debits, credits, and balance of each separate fund (issued on 1<sup>st</sup> day of each month) and any reports or statements desired by either the County Auditor and /or outside CPA for audit.

2.3 The preparation of such reports, accounts and records that, from time to time, may be required by the County in order to properly fulfill its fiscal duties.

2.4 If cancelled checks are returned to the county, the checks drawn on the Accounts Payable Clearing Account and the Payroll Clearing Account are to be sorted in numerical sequence when returned with the monthly statements. If imaging is used, all accounts will have the sequential imaging by reference number properly pre-printed on document (checks).

\* Numerical sequence sorting is currently unavailable.

3. **Investments**-The County reserves the right to invest any and all of its funds in bonds of the United States of America, or other types of bonds, securities, certificates, warrants, etc., in which the County is authorized by law to invest without charge.

3.1 Bidder      will or   x   will not increase its rates to the County to a rate of not less than     % above the last published 26 week U.S. Treasury Bill average auction rates on amounts of \$         and over on Time Deposits. This includes 14 days or longer on Certificates of Deposit.

3.2 Bidder   x   will or      will not increase its interest rates to the County on Certificates of Deposit more than that offered to the general public using the same amounts to be deposited when such interest rates exceed the rates cited herein.

- 3.3 Bidder reserves the right to change or not to change the interest rate to a higher rate than bid quote if under any provision of the law, the County is authorized to invest any of its funds in Federal Bonds or other obligations of the United States or other institutions.
4. **ACH Services**-Bidder must have the capability to initiate electronic signals for paperless entries through the bank to accounts maintained at the bank and in other banks and financial institutions, by means of the Automated Clearing House (ACH). Please attach a proposed agreement stating your institutions' conditions for ACH transactions and any corresponding service fees. This addendum will be an integral part of the bid.
5. **Securities**-The Bidder, in order to fully and completely protect the County and all of its funds which shall come into the possession as the Depository, shall before taking an official deposit pledge "approved securities" having a market value or face amount (whichever is less) equal to 75% of the highest daily balance of County Funds and maintain said deposit and pledge at all times during the term of the Depository's Contract, making from time to time additional pledges and deposits whenever necessary in accordance to law. If the securities pledged by a depository to secure county funds exceed the amount required, the Commissioner's Court shall permit the release of the excess.
  - 5.1 The words "approved securities" shall mean Treasury bills, notes or bonds of the United States of America constituting direct and primary obligations of such government to payee, general fund, warrants of State of Texas. Municipal Bonds are limited to those said bills, notes, warrants and bonds which are legally subject to pledge, deposit, and assignment.
  - 5.2 County will require a contract with Depository or pledge bank, upon such terms and conditions as county may determine as necessary or desirable in the full, complete, and effective protection of its funds against every possible contingency.
  - 5.3 Bidder shall have the privilege of substitution of approved securities in the pledge account as required, so long as the total amount of approved securities so pledged is maintained, as required. Substitutions or exchanges in the pledge account shall be made by first obtaining permission to do so from the Commissioners Court who shall supervise the making of the substitution by the Depository. In like manner, the successful Bidder shall apply to the Commissioners Court for permission to take down securities whenever the total pledged shall be in excess of the requirements.

6. **"SWEEPS"**-In order to maximize return on funds of the county, the depository is requested to make available "sweep" accounts for clearing of checks where funds are automatically swept from interest bearing accounts to the clearing accounts.
7. **Disbursal of Funds**-Bidder shall faithfully discharge the duties of Depository and pay out the funds received upon Warrants of the Commissioners Court drawn upon order, duly entered by County Treasurer; safely keep and faithfully disburse all funds coming into the Depository, and faithfully pay over to successor all balances remaining in Depository, and will likewise be required to execute a contract to be approved by the Commissioners Court of the county to cover the work provided.
8. **Contract Terms**-Bidder will be expected to execute a Depository Contract upon the terms and conditions set forth herein, plus such other terms and provisions as County may deem necessary or desirable in the protection of its funds and as may be required by law.
  - 8.1 This bid is requested by County and is made by Bidder with the expressed agreement and understanding that County reserves the right to reject any and all bids and the further right that if any portion or provision of this bid and/or contract between Bidder and County entered into by virtue thereof is invalid, the remainder of this bid and/or resulting contract, at the option of the county, shall remain in full force and effect, and not be affected by said invalid portion or provision.
  - 8.2 Bidder currently appointed as the County Depository agrees not to offer any amendments to current contract to be used as a portion of the new bid which other bidders would not have an equal opportunity to place in their bid.
  - 8.3 The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by a statement showing the financial condition of the bank on the date of the application.
  - 8.4 According to Chapter 116 of the Local Government Code, this application must be accompanied by Certified Check or Cashier's Check based on at least one-half percent of the county's revenue for the preceding year, or \$1,000.00.
  - 8.5 It is understood that the County is bidding and operating under the provisions of Chapter 116 and Chapter 117 Local Government Code. These Chapters are attached for reference.
  - 8.6 For the purpose of such contract, the term "money" shall be construed to mean all cash, securities and investments in sinking funds, or in any other funds that may lawfully come into the Depository's possession and which may be required by the laws of the State of Texas to be kept by the Depository of the County.

8.7 Contract is for a two year contract term with the option to extend into a four-year contract term in accordance with Local Government Code 116.021. If the contract is for a four-year term, the contract shall allow the bank to establish, on the basis of negotiation with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if the new financial terms do not increase the prices to the county by more than 10 percent, and the county has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate option proposed by the bank.

8.8 Please specify if your institution is bidding with the four option.

Yes (4 year contract)

No (Only two years)

(Circle One)

9. Misc. Charges-Bidder will provide the county without charge the following items as indicated by placing an "X" in the appropriate blank to the left of each item:

Cashier's Checks

Safety Deposit Boxes, if required

Use of night depository and furnishing of locks and bags (County's specifications)

Money wrappers, coin envelopes, deposit slips, etc.

Courier Service (if necessary and/or required by County)

\* Furnish the quantity, quality and type of checks, warrants, and printed forms necessary for the County's use during the period for which the bid is submitted. Charges will be equal to our cost.

Items placed in the bank for safe keeping.

All County checks which have been cashed by bank will be returned to the County sorted in numerical sequence together with a statement on a monthly basis. (not sorted in numerical sequence)

Rather than returning cancelled checks and deposit slips, an image is provided of the front side.

Rather than returning cancelled checks and deposit slips, an image is provided of both the front and back side.

If above items have a charge, please disclose the fees with notation above or attachment.

All bids must state the amount of the bank's paid-up capital stock and permanent surplus, a statement showing the financial condition of the bank on the date of the application and any applicable cashier's or certified checks.

Rains County Commissioners Court may reject those applications whose management or condition, in the opinion of the Commissioners Court, does not warrant placing county funds in their possession.

Dated this 15th day of ~~August~~ September, 2003.

Bidder The First National Bank of Emory

By 

Title President

**APPROVAL AND ACCEPTANCE OF RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its county Judge, Joe R. Dougherty, has authorized the execution of this contract for the county depository for 2003-2005 period by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of August, 2003.

Joe R. Dougherty, County Judge

CHAPTER 117 DEPOSITORY  
2003-2005  
APPLICATION FORM

1. State maximum amount of funds Applicant can accept for deposit: no limit

2. Interest rates offered on time deposits by Applicant:

Minimum Deposit	Time	Interest Rate	Penalty
<u>see attached</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Indicate in the above area any other tiers of funding that might be offered. Additional offerings may be attached as an addendum.)

3. Interest rates on Passbook Savings \_\_\_\_\_ . Please state minimum amounts necessary to open passbook accounts \_\_\_\_\_ .  
see attached

4. Interest rates on Repurchase Agreements by Applicant: Attach an addendum if such agreements are offered giving similar information as in #2 above.

5. Interest rate on checking accounts: Attach an addendum describing any criteria established by the Applicant and the rate payable for each type.

(To clarify, the checking accounts the clerks have for those funds being held without being invested shall not be interest bearing accounts. Only specific cases ordered by court order designated as checking accounts so that frequent deposits could be made into them as in the cases of restitution being paid to the court for a minor.)

6. Applicant is requested to keep the County's deposit records and accounts for the period covered by this contract. Included in and required as part of this duty are the following:

6.1 For checking accounts, preparation of monthly statements showing debits, credits, and balance of each separate account issued on the last day of each month and any reports or statements desired by the County Auditor or outside CPA firm for audit purposes.

- 6.2 For time deposits, preparation of periodic statements or activity reports on a calendar quarter basis showing all activity since the last quarter, and in addition, a final statement on the maturity date of any time deposit.
- 6.3 Preparation of such reports, accounts and records, which may from time to time be required by the County in order to properly fulfill its fiscal duties.
- 6.4 Checks drawn (or images thereof) are to be returned with the statement on a monthly basis.

Indicate the charge if any for this service: see attached

- 7. Attach an addendum that indicates the basis on which a charge for the printing of checks or deposit slips would be made, if any.
- 8. Applicant understands the requirement to pledge "Approved Securities" having a market value of at least \$9,132 million to include Trust accounts, Court Registry, Permanent School Fund and any other accounts in order to fully and completely protect the County, the County Clerk and the District Clerk. Such pledge or deposit to be maintained at all times during the term of this contract, making from time to time additional pledges and deposits, whenever necessary.
- 9. Applicant shall
  - 1) faithfully discharge the duties of Depository,
  - 2) pay out the funds received upon warrants or checks of the County Clerk or District Clerk for the County Court or District Courts of Rains County, Texas, and
  - 3) safely keep all funds coming into the Depository and faithfully pay over to successor all balances remaining in Depository.

The term "Funds" shall be construed to mean all monies or securities held by the Clerks so mentioned, or any other funds that may lawfully come into the Depository's possession and which may be required by the laws of the State of Texas to be kept by the Depository of the Trust Funds held by the Clerks of Rains County.

- 10. Applicant agrees to increase its rates of interest on these Trust funds to the rate offered to the general public using the same amounts to be deposited on the same date of deposit when such interest rates exceed the rates cited herein.
- 11. The Commissioners Court reserves the right to reject any and all applications and the further right that if any portion or provision of this application and/or contract between Applicant and County entered into by virtue thereof is invalid, the remainder of this application and/or resulting contract, at the option of the County, shall remain in full force and effect, and not be affected by said invalid portion or provision.

force and effect, and not be affected by said invalid portion or provision.

- 12. According to Chapter 117 of the Local Government Code, this application must be accompanied by a Certified Check or Cashier's Check based on an average daily balance of trust funds for the previous calendar year, or \$1,000.00.

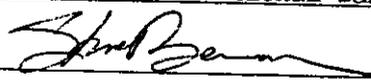
Is this quote given on a two or four year contract term? FOUR YEAR

If the contract is for a four year term, the contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if 1) the new financial terms do not increase the prices to the county by more than 10 percent; 2) the county has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable rate options proposed by the bank.

**Applicant's Execution of Proposal**

The foregoing, including the specific noted attachments, constitutes the Applicant's proposal to serve as depository of Rains County, Texas for the period specified herein.

Bank: The First National Bank of Emory

By: 

Title: President

Address: P.O. Box 67 Emory, TX. 75440

Phone: (903) 473-2611

Fax: (903) 473-3094

Date: September 15, 2003

Approval and acceptance of Rains County, Texas

Rains County, Texas signing by and through its County Judge, Joe R. Dougherty, has authorized the execution of this contract for the county depository for 2003-2005 period by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of August, 2003.

Joe R. Dougherty, County Judge

**Proposed Pricing Structure  
County of Rains  
As of September 15, 2003**

Accounts will earn .05% over our posted rates. The rate earned each day will be based on the daily balance. The rate for each tier increases .25%, along with balance requirements. Previously, accounts with balances greater than \$75,000 were paid the Texpool rate which is 1.04% as of September 1, 2003. This is comparable to our proposed rate of 1.00%. Currently, our posted rates are calculated based on interest rate tiers as follows:

Transaction Accounts Daily Balance Tiers	Posted Rate	Annual Percentage Yield	Annual	
			Proposed Rate	Percentage Yield
<b>NOW Rewards</b>				
1,500.00 to 24,999.99	0.30	0.30	<b>0.35</b>	<b>0.35</b>
25,000.00 to 74,999.99	0.55	0.55	<b>0.60</b>	<b>0.60</b>
Greater than 75,000.00	0.80	0.80	<b>0.85</b>	<b>0.85</b>
<b>MMA Rewards</b>				
2,000.00 to 24,999.99	0.45	0.45	<b>0.50</b>	<b>0.50</b>
25,000 to 74,999.99	0.70	0.70	<b>0.75</b>	<b>0.75</b>
Greater than 75,000.00	0.95	0.95	<b>1.00</b>	<b>1.00</b>
<b>Savings Accounts</b>				
Greater than \$100.00	0.55	0.55	<b>0.55</b>	<b>0.55</b>

#### Certificates of Deposit

For any amount, the rate will equal Treasury Bill/Bond rates for like maturities plus .05%. These rates change continuously, and were as follows on September 5, 2003.

TERM	RATE	APY	PENALTY
6 Month	1.09	1.09	90 days interest
1 Year	1.20	1.20	90 days interest
2 Year	1.79	1.80	180 days interest

These CDs can be structured into a ladder to increase the returns, while decreasing the risk of adverse rate movements.

#### Account Analysis

Provided that the privilege of receiving all county funds is obtained, there will be no charges in relation to maintaining accounts. Otherwise, the following charges will apply. Monthly statements showing debits, credits and balances with an end-of-month-cut-off date are provided. Charges for these accounts will be based on account activity. An earnings credit will be calculated based on the average daily collected balance (less reserve requirements) during the statement cycle to reduce the maintenance charge. Reserve requirement is 10%.

Monthly Maintenance Fee	\$10.00 per account
Fee per Deposit	0.10
Fee per Item Deposited	0.07
Fee per Withdrawal/Check	0.15

The charge for the printing of checks or deposit slips will be equal to our cost.

### ACH Origination Agreement

1. This agreement, made the date written below, by and between The First National Bank of Emory (Bank) and Customer.
2. Customer has requested the Bank to permit it to initiate or arrange for the initiation of electronic debit and/or credit entries to be processed by and through the Bank.
3. Bank is willing to accommodate the Customer by processing for ultimate delivery to other participant banks and financial institutions the electronic entries by means of its correspondent banks, the Southwestern Automated Clearing House Association (SWACHA) and/or the National Automated Clearing House Association (NACHA) to the accounts of the Customer's employees or customers.
4. Bank is willing to process and transmit the Customer's electronic debit and/or credit entries subject to the following terms and conditions:
5. Customer will prepare and submit all electronic entries to the Bank in accordance with the agreed upon specifications and schedules in Exhibit B. The Customer will be responsible for the correctness, both as to content and form, of all information submitted to the Bank. If any information is not readable, out of balance, or unable to be processed, it is the responsibility of the Customer to correct and resubmit the information to the Bank.
6. Except as otherwise provided in paragraphs (7) and (8), the Bank will transmit and process the electronic entries initiated by the Customer in accordance with the rules of SWACHA and/or NACHA as are currently in effect and as amended from time to time (the "Rules"). The Customer agrees to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. A copy of the Rules is available to the Customer upon request.
7. With respect to "on-us" electronic debit and/or credit entries, the relationship between the Bank and Customer will be governed by the Rules and, to the extent applicable, the Bank agrees to assume all the rights and obligations of both an "Originating Bank" and a "Receiving Bank", and the Customer agrees to assume the rights and obligations of a "Customer", as all such terms are defined within the Rules. The Customer agrees to make the same warranties to the Bank as the Bank would be required to make pursuant to the Rules were the Bank an "Originating Bank".
8. In the event that the operation rules of a local or regional automated clearing house, or the arrangements between the Bank and a correspondent bank, are more restrictive than, or are at variance with, the Rules, the Customer agrees to be bound by such more restrictive or varying rules.
9. Customer will maintain a demand deposit account (hereinafter called the "Customer Account") with the Bank to which the Bank will credit amounts received in collection of electronic debit entries. All such credits are provisional and the Bank may charge the Customer Account, as well as any other account of the Customer with the Bank, for a returned or rejected electronic debit entry. Customer authorizes the Bank to debit the Customer Account on the day the returned or rejected electronic debit entry is received by the Bank or thereafter. Customer warrants that it shall maintain a sufficient balance in the Customer Account to cover returned or rejected electronic debit entries. Customer will pay to Bank the amount of any returned or rejected electronic debit entry, which for any reason cannot, in part or in whole, be debited against the Customer Account. Bank may require Customer to maintain a minimum balance sufficient to cover returned or rejected electronic entries.
10. Bank is not obligated to process any electronic credit entry unless the Customer Account contains a balance in collected funds sufficient to pay all electronic credit entries submitted by the Customer. If the Bank should elect to

process any electronic credit entry for which it has not received final settlement, the amount of the such entry, at the option of the Bank, shall therefore become immediately due and payable by the Customer to the Bank, and the Bank shall have the right to charge the amount thereof to the Customer Account or claim a refund from the Customer.

11. Customer will compensate and agrees to pay the Bank for providing the services indicated herein in accordance with the fee schedule. The Bank upon written notice may change these fees from time to time to the Customer. The Bank may charge the Customer Account, as well as any other account of the Customer with the Bank, for any such charges of fees.

12. Customer will not initiate an electronic credit and/or debit entry with respect to any Person/Entity until the Customer has obtained the written authorization (hereinafter called the "Authorization") of such Person/Entity to do so and, in the case of electronic debit entries, has complied with the further requirements of paragraph (13), hereunder. The Authorization shall be in form acceptable to the Bank. The Customer will retain the original or a copy of the Authorization received by the Customer as prescribed in the Rules. The Customer, upon the Bank's request, will furnish the Bank with original or a copy of the Authorization. In addition, the Customer agrees to notify the Bank at least 10 calendar days in advance of its initiation of an electronic debit entry or credit entry to the account of a customer for the first time. Such notice shall contain the information prescribed in the Rules. The Customer agrees to strictly comply with the provisions of the paragraph, and the Customer understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

13. Bank shall not generate advices of electronic debits and/or credits against accounts of Customers maintained with the Bank except to the extent it is required to do so. In the event that the Customer initiates credit entries representing the payment of salary or wages to the accounts of its employees, the Customer agrees to furnish each employee with a detailed statement of earnings no later than the day said employee's account is due to be credited by the Bank.

14. Should the Customer wish to change the amount or date of billing of an electronic debit entry in respect of any Person/Entity, it shall mail or deliver written notice to the Person/Entity ten (10) days before such electronic debit entry; however, should the Customer inform a Person/Entity of his/her entries varying in amount, such Person/Entity may elect to receive notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit differs from the most recent amount by more than an agreed upon amount. The Customer agrees to comply strictly with the provisions of this paragraph, and the Customer understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

15. Customer represents and warrants to the Bank that, in cases of electronic debit entries:

- Each electronic entry initiated by the Customer is for a sum due and owing the Customer directly or as an authorized agent.
- The Customer has received a signed written agreement from the Person/Entity, with a copy thereof given to the Person/Entity, authorizing the Customer to make prearranged debits from the Person/Entity's account (hereinafter, as above, called the "Authorization");
- Each electronic entry initiated by the Customer is in accordance with a valid Authorization held by the Customer, and the Customer has complied with the Rules with respect to same, including retention of the original or a copy of each Authorization;
- The Customer is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b) and (d), as currently in effect and as amended;
- At the time an electronic entry is processed by the Bank and any receiving banks, the Authorization has not been terminated with respect to such electronic entry; provided, however, that this letter warranty shall not apply if, at the time of processing the electronic entry, the receiving bank has actual knowledge of a termination of the Authorization.

16. Customer hereby agrees to indemnify and hold harmless the Bank against and in respect of any claim, demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages, including consequential, special,

and punitive damages, to comply with: (a) this agreement, including any breach of its warranties hereunder; (b) the Rules, and any other agreement(s) between the Customer and Person/Entity.

17. Bank may transmit the electronic credit and/or debit by such means the Bank deems appropriate to convey the Customer entries. The Bank shall not be liable for interruption of communication facilities, errors in transmission, suspension in payments by another financial institution, war, emergency conditions, acts of God, or any similar or dissimilar causes beyond the reasonable control of the Bank.

18. The obligations and responsibilities of the Bank shall be limited to those specified in this Agreement or Amendments thereof. The Bank will not be obligated or responsible with respect to any act or failure to act by a correspondent bank, SWACHA, NACHA, a regional or local automated clearinghouse, or any other third party. In no event shall the Bank be liable for any indirect, special, or consequential damages, even if the Bank is advised of the possibility of such damages.

19. Either party hereto shall have the right to terminate this Agreement, without cause, by giving the other party at least 30 days prior written notice: provided, however, that this Agreement shall continue to be in full force and effect for all electronic entries initiated by the Customer prior to the termination of the Agreement. If the party to whom such notice is to be given agrees in writing, the notice period may be less than 30 days. Notwithstanding the foregoing, in the event of the Customer's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of proceedings therefore or any assignment for the benefit of the Customer's creditors, or if in the opinion of the Bank the Customer's financial condition has become impaired, then the Bank, at its option, may terminate this Agreement immediately, without notice.

20. This Agreement contains the entire understanding of the parties and may not be changed orally. The terms and provisions of this Agreement shall inure to the benefit of and binding upon the Customer, the Bank, and their respective successors and assigns; provided, however, that the Customer may not assign its rights hereunder without prior written consent of the Banks.

By signing below, the Customer hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**ACH Origination Fee Schedule**

<u>ACH</u>	<u>Fee</u>
ACH Origination Module	N/A
ACH Per Item	\$ No Charge
ACH Batch Transmission	\$ No Charge

**Exhibit B**  
**ACH Origination Transmission Schedule**

Several dates are referenced in the ACH Origination process:

- a. File Creation Date - The date the customer creates their NACHA format, ACH files and batch.
- b. Transmission Date - The date First National Bank of Emory binds the file and transmits via Fedline.
- c. Settlement Date - The date the receivers' accounts are credited or debited.

**Example Schedule**

Monday	Tuesday	Wednesday	Thursday	Friday
Customer provides credit (payroll) file.	First National Bank of Emory binds and transmits credit (payroll) file.	Customer provides debit(collection) file. Credit (payroll) file settlement.	First National Bank of Emory binds and transmits debit (collection) file.	Debit (collection) file settlement.

Expected delivery dates of ACH files should be at least 2 working days before the scheduled settlement date.

1. For PAYROLL Customers
  - Provide the Payroll Batch File via diskette in the approved NACHA format.
  - Provide the Transmittal Sheet with the diskette.
  
3. For COLLECTION Customers
  - Provide the Collection Batch File via diskette in the approved NACHA format. This batch file will contain both the debit amounts to be withdrawn from the various customer accounts and the credit amount to be deposited into the customer's account.
  - Provide the Transmittal Sheet with the diskette.

STATEMENT OF CONDITION OF  
THE FIRST NATIONAL BANK  
OF EMORY, TEXAS  
June 30, 2003

	ASSETS		LIABILITIES	
	2002	2003	2002	2003
Bonds and Securities	\$20,706,598.32	\$17,812,914.59	Capital Stock	\$237,000.00    \$237,000.00
Federal Funds Sold	\$4,195,000.00	\$5,620,000.00	Surplus	\$663,018.00    \$663,018.00
Cash and Due From Banks	\$2,343,217.88	\$3,306,187.34	Undivided Profits and Reserves	\$5,845,871.01    \$6,209,908.98
Other Investments	\$695,146.43	\$394,569.26	Net Unrealized increase/decrease of Securities AFS	\$439,707.18    \$186,777.66
<b>SUB TOTAL</b>	<b>\$27,939,962.63</b>	<b>\$27,133,671.19</b>	<b>TOTAL CAPITAL ACCOUNTS</b>	<b>\$7,185,596.19    \$7,296,704.64</b>
Loan and Discounts	\$41,213,414.25	\$39,671,295.14	Deposits	\$60,955,195.32    \$61,439,639.10
 			Other Borrowed Money	\$3,000,000.00    \$0.00
Banking, House, Furniture and Fixtures	\$419,076.27	\$409,716.63	Other Liabilities	\$674,168.00    \$574,817.92
Other Assets	\$2,242,506.36	\$2,096,478.70		
<b>Total Assets</b>	<b>\$71,814,959.51</b>	<b>\$69,311,161.66</b>	<b>Total Liabilities</b>	<b>\$71,814,959.51    \$69,311,161.66</b>

## Officers

John R. Armstrong	-	Chairman of the Board
Steve E. Beaver	-	President
Dathene Russell	-	Sr. Vice President
David P. Gowin	-	Sr. Vice President
Jo Ann Martin	-	Vice President
Toni S. Threadgill	-	Vice President & Cashier
Carla Parmer	-	Vice President
Jim Mack Taylor	-	Vice President
Chuck Witt	-	Vice President
Beverly Bell	-	Ass't Vice President
Keri Gowin	-	Ass't Vice President
Michele Fry	-	Ass't Vice President
Jolee Kile	-	Ass't Vice President
Hilda Walthall	-	Ass't Cashier
Christina Cooper	-	Ass't Cashier

## Directors

John R. Armstrong
Robert H. Wilson
Steve E. Beaver
Ivan Alexander, Jr.
J.J. Jenkins, III
Henry Potts
Michael Dean Smith
J. Russell Armstrong
David P. Gowin



VOL. 039 PAGE 0564

September 15, 2003

Rains County Commissioners Court  
County Courthouse  
P. O. Box 158  
Emory, Texas 75440

Dear Commissioners Court:

We are pleased to enclose our bid to provide the Rain County depository services as requested. Austin Bank would welcome the opportunity to be the local depository for the County and know the services we will provide will meet your needs and expectations.

Should you have any questions about any of the information we have provided or need additional information on our bid, please contact me at 903/473-3412.

Again, thank you for the opportunity to submit this bid.

Sincerely yours,

Larry Reed  
Vice President

610 W. Lennon, P. O. Box 490  
Emory, TX 75440 903-473-3412 Fax 903-473-8050

Member FDIC

COUNTY DEPOSITORY BID FORM  
2003 DEPOSITORY CONTRACT  
(INCLUDING SUB-DEPOSITORY)

Rains County Commissioner Court  
County Courthouse  
P. O. Box 158  
Emory, TX 75440

Greetings Commissioners Court:

The undersigned, a qualified banking institution, herein called Bidder, for the privilege of acting as Depository for Rains County, Texas, herein called County, for a term of two years with an option for additional two years, beginning September 2003 and will end on the first regular Commissioners Court meeting date in May 2005 (or two years thereafter), and for the further privilege of receiving all funds or only certain funds to be designated by the County if more than one depository is selected, at County's option to place on demand or interest bearing time deposits as provided in Local Government Code Chapter 116 covering Depositories for County Public Funds. Investments are made in accordance to the Public Investment Act governing county public funds.

The specifications areas set forth by the Commissioners Court of Rains County are as follows:

1. INVESTMENT INTEREST – Please specify one of the following:

Bidder will pay the maximum allowed by the Federal Reserve,  
OR

Bidder will not pay the maximum allowed by the Federal Reserve but will pay interest as follows:

1.1 Deposits or Repurchase Agreements of \$100,000 or more

1.1.1 0.85% interest per annum compounded quarterly on time deposits having a maturity date of from 30 to 59 days for amounts on deposit of \$100,000 or more.

1.1.2 1.10% interest per annum compounded quarterly on time deposits having a maturity date of from 60 to 89 days for amounts on deposit of \$100,000 or more.

1.1.3 1.20% interest per annum compounded quarterly on time deposits having a maturity date of from 90 to 179 days for amounts on deposit of \$100,000 or more.

1.1.4 1.40% interest per annum compounded quarterly in time deposits having a maturity date of from 180 or more for amounts on deposit of \$100,000 or more.

**1.2 Deposits or Repurchase Agreement less than \$100,000**

1.2.1 0.60 % interest per annum compounded quarterly on time deposits having a maturity date of from 30 to 59 days for amounts on deposit of less than \$100,000.

1.2.2 0.85 % interest per annum compounded quarterly on time deposits having a maturity date of from 60 to 89 days for amounts on deposit of less than \$100,000.

1.2.3 0.95 % interest per annum compounded quarterly on time deposits having a maturity date of from 90 to 179 days for amounts on deposit of less than \$100,000.

1.2.4 1.15 % interest per annum compounded quarterly on time deposits having a maturity date of from 180 or more for amounts on deposit of less than \$100,000.

1.3 **NOW Accounts** – Bidder agrees to pay 1.00% interest on NOW accounts, the NOW account is described as follows:

**\$100 minimum to open.** Interest accrues daily. Monthly fees: \$1,500.00 and above – No maintenance fee; \$1,499.99 and below - \$10.00 maintenance fee. Interest will not accrue on balances below \$1,499.99.

1.4 **SUPER NOW Accounts** – Bidder agrees to offer the county a SUPER NOW checking account. The SUPER NOW Account is described as follows: Same as described in Section 1.3 above.

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1.5 **Money Market Accounts** – Bidder agrees to offer the county a MONEY Market checking account. The MONEY MARKET ACCOUNT is described as follows: \$2,500.00 minimum required to open. No service charge is combined daily balances are \$25,000.00. Any one day of statement cycle the combined balances is below \$25,000.00, a service charge of \$15 will be accessed for the month. Six transfers are permitted but only three of the six may be by check to third parties. A \$15 charge will be charged for each excess transaction.

The Austin Bank GOLD MONEY MARKET Account requires \$2,500.00 to open. Rates are as follows:

0 - 24,999	0.40%
25,000 - 49,999	0.75%
50,000 - 99,999	1.15%
100,000 - 149,999	1.25%
150,000+	1.50%

2. **Bookkeeping Procedures – Bidder**

2.1 X will charge the county, specify \$ \_\_\_\_\_, or (See attached.)

\_\_\_\_\_ will not charge for keeping the County's deposit records and accounts for the period covered by this bid as defined in this section.

2.2 Bookkeeping procedures that shall be included and are required by this contract is the preparation of monthly statements showing debits, credits, and balances of each separate fund (issued on 1<sup>st</sup> day of each month) and any reports or statements desired by either the County Auditor and/or outside CPA for audit.

2.3 The preparation of such reports, accounts and records that, from time to time, may be required by the County in order to properly fulfill its fiscal duties.

2.4 If cancelled checks are returned to the county, the checks drawn on the Accounts Payable Clearing Account and the Payroll Clearing Account are to be sorted in numerical sequence when returned with the monthly statements. If imaging is used, all accounts will have the sequential imaging by reference number properly pre-printed on document (checks).

3. **Investments** – The county reserves the right to invest any and all of its funds in bonds of the United States of America, or other types of bonds, securities, certificates, warrants, etc., in which the County is authorized by law to invest without charge.

3.1 Bidder X will or \_\_\_\_\_ will not increase its rates to the county to a rate of not less than 0.15 % above the last published 26 week U.S. Treasury Bill average auction rates on amounts of \$ 100,000.00 and over Time Deposits. This includes 14 days or longer on Certificates of Deposit.

3.2 Bidder X will or \_\_\_\_\_ will not increase its rates to the County on Certificates of Deposit more than that offered to the general public using the same amounts to be deposited when such interest rates exceed the rates cited herein.

- 3.3 Bidder reserves the right to change or not to change the interest rate to a higher rate than bid quote if under any provision of the law, the County is authorized to invest any of its funds in Federal Bonds or other obligations of the United States or other institutions.
4. **ACH Services** – Bidder must have the capability to initiate electronic signals for paperless entries through the bank to accounts maintained at the bank and in other banks and financial institutions, by means of the Automated Clearing House (ACH). Please attach a proposed agreement stating your institutions' conditions for ACH transactions and any corresponding fees. This addendum will be an integral part of the bid. **See attached ACH addendum.**
5. **Securities** – The Bidder, in order to fully and completely protect the County and all of its funds which shall come into the possession as the Depository, shall before taking an official deposit pledge “approved securities” having a market value or face amount (whichever is less) equal to 75% of the highest daily balance of County Funds and maintain said deposit and pledge at all times during the term of the Depository’s Contract, making from time to time additional pledges and deposits whenever necessary in accordance to law. If the securities pledged by a depository to secure county funds exceed the amount required, the Commissioner’s Court shall permit the release of the excess.
- 5.1 The words “approved securities” shall mean Treasury bills, notes or bonds of the United States of America constituting direct and primary obligations of such government to payee, general fund, warrants of State of Texas. Municipal Bonds are limited to those said bills, notes, warrants and bonds which are legally subject to pledge, deposit, and assignment.
- 5.2 County will require a contract with Depository of pledge bank, upon such terms and conditions as county may determine as necessary or desirable in the full, complete, and effective protection of its funds against every possible contingency.
- 5.3 Bidder shall have the privilege of substitution of approved securities in the pledge account as required, so long as the total amount of approved securities to pledged is maintained, as required. Substitutions or exchanges in the pledge account shall be made by first obtaining permission to do so from the Commissioners Court who shall supervise the making of the substitution by the Depository. In like manner, the successful Bidder shall apply to the Commissioners Court for permission to take down securities whenever the total pledged shall be in excess of the requirements.

**The bank will collateralize all deposits with approved securities.**

6. **"SWEEPS"** – in order to maximize return on funds of the county, the depository is requested to make available "sweep" accounts for clearing of checks where funds are automatically swept from interest bearing accounts to the clearing account. **Yes, sweep accounts are available.**
7. **Disbursal of Funds** – Bidder shall faithfully discharge the duties of Depository and pay out the funds received upon Warrants of the Commissioners Court drawn upon order, duly entered by County Treasury; safely keep and faithfully disburse all funds coming into the Depository, and faithfully pay over to successor all balances remaining in Depository, and will likewise be required to execute a contract to be approved by the Commissioners Court of the county to cover the work provided.
8. **Contract Terms** – Bidder will be expected to execute a Depository Contract upon the terms and conditions set forth herein, plus such other terms and provisions as County may deem necessary or desirable in the protection of its funds and as may be required by law.
- 8.1 This bid is requested by County and is made by Bidder with the expressed agreement and understanding that county reserves the right to reject any and all bids and the further right that if any portion or provision of this bid and/or contract between Bidder and County entered into by virtue thereof is invalid, the remainder of this bid and/or resulting contract, at the option of the county, shall remain in full force and effect, and not be affected by said invalid portion or provision.
- 8.2 Bidder currently appointed as the County Depository agrees not to offer any amendments to current contract to be used as a portion of the new bid which other bidders would not have an equal opportunity to place in their bid.
- 8.3 The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application may be accompanied by a statement showing the financial condition of the bank on the date of the application. **(See attached Financial Statements)**
- |  |                   |
|--|-------------------|
| <b>Amount of paid up capital stock</b> | <b>1,000,000</b>  |
| <b>Permanent Surplus</b>               | <b>20,525,000</b> |
| <b>Total Capital</b>                   | <b>62,000,000</b> |
- 8.4 According to Chapter 116 of the Local Government code, this application must be accompanied by Certified Check or Cashier's Check based on at least one-half percent of the county's revenue for the preceding year, or \$1,000.00. **(Cashiers Check is attached.)**
- 8.5 It is understood that the County is bidding and operating under the provision of Chapter 116 and Chapter 117 Local Government Code. These Chapters are attached for reference.

8.6 For the purpose of such contract, the term "money" shall be construed to mean all cash, securities and investments in sinking funds, or in any other funds that may lawfully come into the Depository's possession and which may be required by the laws of the State of Texas to be kept by the Depository of the County.

8.7 Contract is for a two year contract with the option to extend into a four-year contract term in accordance with Local Government Code 116.021. If the contract is for a four-year term, the contract shall allow the bank to establish, on the basis of negotiation with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract if the new financial terms do not increase the prices to the county by more than 10 percent, and the county has the option to choose to use the initial variable interest rate option or to change to the new fixed or variable interest rate option proposed by the bank.

8.8 Please specify if your institution is bidding with the four year option.

Yes (4 year contract)  No (Only two years)  
(Circle One)

9. Misc. Charges – Bidders will provide the county without charge the following items as indicated by placing an "X" in the appropriate blank to the left of each item:

- Cashier's Checks
- Safety Deposit Boxes, if required
- Use of night depository and furnishing of locks and bags (County's specifications)
- Money wrappers, coin envelopes, deposit slips, etc.
- Courier Service (if necessary and/or required by County)
- Furnish the quantity, quality and type of checks, warrants, and printed forms necessary for the County's use during the period for which the bid is submitted. **(Will reimburse up to \$1,000 of initial check/deposit slips ordered through Austin Bank.)**
- Items placed in the bank for safekeeping.
- All County checks which have been cashed by bank will be returned to the County sorted in numerical sequence together with a statement on a monthly basis.
- Rather than returning cancelled checks and deposit slips, an imaged is provided of the front side, including backside of all deposit slips.

\_\_\_\_\_ Rather than returning cancelled checks and deposit slips, an image is provided of both the front and backside.

If above items have a charge, please disclose the fees with notation above or attachment.

All bids must state the amount of the bank's paid-up capital stock and permanent surplus, a statement showing the financial condition of the bank on the date of the application and any applicable cashier's or certified check. (See Page 5)

Rains County Commissioners Court may reject those applications whose management or condition, in the opinion of the Commissioners Court, does not warrant placing county funds in their possession.

Dated this 15th day of September, 2003.

Bidder Austin Bank, Texas N.A.

By *[Signature]*

Title Sr. Vice President

APPROCAL AND ACCEPTANCE OF RAINS COUNTY, TEXAS

Rains County, Texas signing by and through its county Judge, Joe R. Dougherty, has authorized the execution of this contract for the county depository for 2003-2005 period by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of September, 2003.

\_\_\_\_\_  
Joe R. Dougherty, County Judge

**Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for June 30, 2003**

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

**Schedule RC—Balance Sheet**

		Dollar Amounts in Thousands		RCON	Bill	Mill	Thou	
<b>ASSETS</b>								
1.	Cash and balances due from depository institutions (from Schedule RC-A):							
	a. Noninterest-bearing balances and currency and coin (1)			0081		19,870		1.a
	b. Interest-bearing balances (2)			0071		79		1.b
2.	Securities:							
	a. Held-to-maturity securities (from Schedule RC-B, column A)			1754		0		2.a
	b. Available-for-sale securities (from Schedule RC-B, column D)			1773		83,555		2.b
3.	Federal funds sold and securities purchased under agreements to resell:							
	a. Federal funds sold			B987		13,500		3.a
	b. Securities purchased under agreements to resell (3)			B989		0		3.b
4.	Loans and lease financing receivables (from Schedule RC-C):							
	a. Loans and leases held for sale			5369		0		4.a
	b. Loans and leases, net of unearned income	B528	433,485					4.b
	c. LESS: Allowance for loan and lease losses	3123	5,003					4.c
	d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)			B529		428,482		4.d
5.	Trading assets (from Schedule RC-D)			3545		0		5
6.	Premises and fixed assets (including capitalized leases)			2145		13,987		6
7.	Other real estate owned (from Schedule RC-M)			2150		316		7
8.	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)			2130		0		8
9.	Customers' liability to this bank on acceptances outstanding			2155		0		9
10.	Intangible assets							
	a. Goodwill			3163		0		10.a
	b. Other intangible assets (from Schedule RC-M)			0426		1,549		10.b
11.	Other assets (from Schedule RC-F)			2160		19,524		11
12.	Total assets (sum of items 1 through 11)			2170		580,862		12

(1) Includes cash items in process of collection and unposted debits.  
 (2) Includes time certificates of deposit not held for trading.  
 (3) Includes all securities resale agreements, regardless of maturity.

## FUNDS AVAILABILITY POLICY YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash or check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before 2:00 p.m. on a business day that we are open, you will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### DEPOSITS MADE AT AUSTIN BANK ATM'S

Deposits made at an ATM before 2:00 p.m. on a business day that we are open, (not including Saturday, Sunday or federal holidays) will be considered the day of your deposit. If the deposit is made at an ATM after 2:00 p.m. or on a day we are not open, it will be considered that the deposit was made on the next business day that we are open.

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100.00 of your deposits, however, may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

REVISED DECEMBER 2000

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- \* We believe a check you deposit will not be paid.
- \* You deposit checks totaling more than \$5,000.00 on any one day.
- \* You redeposit a check that has been returned unpaid.
- \* You have overdrawn your account repeatedly in the last six months.
- \* There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposits if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

ACH Fee Schedule

Setup fee.....	00
Import option setup fee .....	00
Conversion option setup fee .....	00
File origination	
per file.....	25.00
per transaction .....	0.05
Microfilm copies - each .....	5.00
Research - per hour.....	25.00

THIS AGREEMENT is made on August 25, 2003, between \_\_\_\_\_ ("Company"), and Austin Bank, Texas N.A. ("Bank").

The Bank is a Participating Depository Financial Institution of the SouthWestern Automated Clearing House Association. The Company has requested that the Bank permit it to initiate electronic fund transfer entries ("Entry" or "Entries") through the Bank for the deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of Company's customers maintained at Bank and at other Participating Depository Financial Institutions, by means of the Automated Clearing House ("ACH").

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **Operating Rules.** The Company will comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules. Upon execution of this Agreement, Bank will promptly deliver to Company a copy of the Rules of NACHA, as more fully set forth in Exhibit A, attached hereto and incorporated herein, and thereafter will promptly deliver revisions thereto as it receives them.
2. **Customer Authorizations and Record Retention.** Before the initiation by Company of the first Credit or Debit Entry to a customer's account, the Company will obtain from each of its customers an authorization to make one or more Entries to the customer's account, and, in the case of Debit Entries, the Company shall provide the customer with a copy of such authorization. Such authorization shall comply with the Rules. Each Entry thereafter will be made pursuant to such authorization, and no Entry will be initiated by Company after such authorization has been revoked or the arrangement between Company and such customer has terminated. The Company will retain the original or a copy of each notice and other document required to be given to the customer under the Rules for a period of not less than two (2) years, except that it will retain the original or a copy of each authorization for six (6) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank for any purpose authorized by the Rules.
3. **Prenotification and Rejection of Prenotification.** The Company will send prenotification that it intends to initiate an Entry or Entries to a customer's account within the time limits prescribed by the Rules. Such prenotification shall be provided to the Bank in the format and on the medium prescribed by the Rules or specified by the Bank. If the Company has received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution as defined by the Rules ("Receiving Bank"), the Company will not initiate any corresponding Entry to such customer's account until the cause for rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules.
4. **Delivery of Entry Information.** The Company will deliver each Entry or file of Entries to Bank at the address designated by the parties not later than 9:00 a.m. of the second business day before the settlement date or in accordance with the schedule set forth by the parties. All Entry information so delivered shall be in the medium required by Bank and the format required by the Rules.
5. **Submission and Processing of Entries.**
  - a. Company will, on forms provided by Bank, supply signatures of representatives authorized to act on behalf of Company or matters relative to Entries submitted by Company as input to the ACH System.
  - b. Entries will be made only to accounts held at Bank or other Participating Depository Financial Institutions ("Participating Bank") as defined by the Rules.
  - c. All Entries shall be initiated by Company in accordance with this Agreement and in accordance with the Rules, including the section of the Rules entitled "Rights and Obligations of Companies."

- d. If the amount of a Debit Entry initiated by the Company for processing to a customer's account maintained at the Bank, with respect to a particular transaction with a customer, differs from that of the next previous Debit Entry relating to the same authorization, or from the preauthorized amount, the Company shall, at least ten (10) days before such succeeding Entry is scheduled to be debited to the customer's account, send such customer written notification of the amount of such Entry and the date on or after which such Entry is scheduled to be debited to the customer's account. If the Company informs a customer of the right to receive such notification, the customer may elect to receive notice only when an Entry does not fall within the specified range of amounts, or, alternatively, only when an Entry differs from the most recent Entry by more than an agreed upon amount.
  - e. When any customer has authorized Company to initiate Debit Entries and the amount or billing date changes from the next preceding Debit Entry, Company will notify such customer of the change at least seven (7) days before initiating the next Entry.
  - f. If the Company is scheduled to initiate Credit Entries for processing to a customer's account maintained at the Bank at least every sixty (60) days, the Company shall provide to the Customer notice that each Entry has been initiated.
  - g. All Entries shall be received, processed and transmitted by Bank pursuant to the Rules. Bank's obligation hereunder in connection with the making of Entries shall be those of Originating Depository Financial Institution ("Originating Bank") under the Rules, unless otherwise specifically and provided herein.
6. **Settlement Date for Entries.** The settlement date with respect to an Entry shall mean the business date upon which the Entry is to be debited or credited to the account of Company's customer.
  7. **Settlement by Company for Entries.** Company will maintain a checking account ("Settlement Account") at Bank with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Company's Settlement Account for any Credit or Debit Entry initiated by Company on the settlement date, as that date is determined pursuant to paragraph 6 of this Agreement. Company will reimburse with good and collected funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Bank. Such reimbursement will be made on the date such rejection or memorandum is received by Bank.
  8. **Erroneous Entry.** If the Company discovers that any Entry it has initiated was in error, it may notify the Bank of such error and the Bank will utilize its best efforts on behalf of Company, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the Company to notify its affected Customers that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous.
  9. **Rejected or Returned Entry.** In the event any Entries are rejected or returned by the ACH for any reasons whatsoever, it shall be the responsibility of Company to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Company shall retain and provide the Bank on request all information necessary to remake any files of Entries for three (3) days after midnight of the day Entries are made to the customer's account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Company.
  10. **Representations, Warranties and Indemnification.** With respect to each and every Entry initiated by Company, the Company represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Company, that (a) the Company has complied with all the things with respect to each Entry required or contemplated by this Agreement and by the Rules, (b) no warranties of an Originating Company and Originating Bank shall have been or shall later be breached, and (c) each Entry shall in no way violate any Federal, State or local statute regulation pertaining to electronic fund transfers, including the Electronic Fund Transfer Act and Regulation E, and such other laws and regulations.

In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, the Company will indemnify and defend Bank and hold it harmless at Company's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to the Bank's own negligence or willful misconduct.

11. **Bank's Responsibilities.** In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Bank shall be answerable for its own negligence or willful misconduct, but Bank shall not otherwise be responsible for any action taken, allowed or omitted by or under this Agreement or for anything arising therefrom, or for any liability, loss, claim or damage arising from an act of God, from delay occasioned in transit of data or processed work or from other cause or event beyond the control of Bank.

Bank does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or local statute or regulation or other law, of any forms, documents or other matters provided by Bank from time to time in connection with this Agreement, and disclaims any expressed or implied warranties in connection therewith, including any warranties or fitness for a particular purpose or use and any warranties of merchantability.

12. **Customer's Rights to Refund for Debit Entries.** Company acknowledges the right of a customer to obtain refund of the funds debited from customer's account by such customer's sending of a notice to the Receiving Bank within forty-five (45) days after any Debit Entry is made to customer's account or fifteen (15) days after customer's monthly statement is made available to customer, whichever occurs first, identifying the Entry, stating it was an error, and demanding that the amount of the Debit Entry be credited back to customer's account. Company agrees to promptly reimburse Bank for funds Company has received when customer follows the procedures described in this paragraph 12.

13. **Tapes and Records.** All magnetic tapes and related records used by Bank in rendering services hereunder shall be and remains its property. Upon termination of this Agreement, Bank will at Company's expense make available information contained in such tapes or records then on hand. Any expenses incurred by Bank in doing so will be paid by the Company.

14. **Fees.** The Bank's charges for services rendered to the Company under this Agreement will be computed in accordance with the attached fee schedule, which by this reference is incorporated herein as Exhibit B. The schedule may be changed by Bank after thirty (30) days prior written notice to Company.

Fees will be billed to Company upon performance of services and are due upon receipt by Company of the bill. Payment of these fees may be made by either a direct charge to Company's checking account at Bank or by payment to Bank by Company's check, money order or cash.

If Company does not pay the entire balance due for fees within thirty (30) days after the transmittal by Bank of the bill therefor, than after said thirty (30) days has passed, Bank may cease providing the service required by this Agreement and will be excused from the performance of all things it is required by this Agreement to do or perform and from all liability that may arise therefrom.

15. **Termination.** This Agreement may be terminated on ten (10) days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Company prior to such termination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written, and may be modified or amended only by instrument in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed at Jacksonville, Texas on the day and year first written above.

\_\_\_\_\_  
"Company"

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**Austin Bank, Texas NA**

By \_\_\_\_\_

Its \_\_\_\_\_  
"Bank"

EXHIBITS  
A - NACHA Rules  
B - Fee Schedule

- Home / Log Off
- Change Password
- Online Help
- List of Accounts
- Express Transfer

List of accounts for GEORGE WASHINGTON as of September 10, 2003.

Date Last Log In: 9/9/2003 06:26 PM

Number Account	Current Balance	Available Balance
2010 Personal Checking	3,655.47	2,253.47
3020 Money Market Savings	11,251.49	11,251.49
401001 365 Day COD	10,306.17	10,306.17
<b>Total Deposits:</b>	<b>25,213.13</b>	<b>23,811.13</b>
Number Account	Current Principal	Available Credit
2570 Mortgage Loan	85,887.67	.00
2010 Cash Line	7,254.47	92,745.53
<b>Total Loans:</b>	<b>93,142.14</b>	<b>92,745.53</b>
Number Account		
100001 Debit Card		

- [Home / Log Off](#)
- [Change Password](#)
- [Online Help](#)
- [List of Accounts](#)
- [Express Transfer](#)
- [View Balances](#)
- [View Transactions](#)
- [Bill Payment](#)
- [View Transfers](#)
- [Order Checks](#)

**Balances on Personal Checking 2010 as of September 10, 2003.**

Activity Information			Balance Information	
Balance Last Statement:	08/28/2003	9,264.32	Current Balance:	3,655.47
Last Deposit:	09/01/2003	300.00	Available Balance:	2,253.47
Last Check:	09/01/2003	6,000.00		

### FREE CHECKING

Minimum to Open	Monthly Fee	Other Features
\$50.00 Minimum Required To Open No Minimum Balance Required	No Maintenance Fee	Unlimited Withdrawals

### DIRECT DEPOSIT

Minimum to Open	Monthly Fee	Other Features
\$100.00 Minimum Required To Open No Minimum Balance Required	No Maintenance Fee 25 Check Withdrawals at No Charge Additional Check Withdrawals are \$ .15 each	Unlimited ATM & Point of Sale

### AUSTIN STAR CHECKING

Minimum to Open	Monthly Fee	Other Features
\$100.00 Minimum Required To Open	\$750.00 and Above - No Maintenance Fee \$749.99 and Below - \$8.00 Maintenance Fee	Unlimited Withdrawals

### SENIOR ACCOUNT

Minimum to Open	Monthly Fee	Other Features
\$100.00 Minimum Required To Open Minimum age 50	\$100.00 and Above - No Maintenance Fee \$ 99.99 and Below - \$5.00 Maintenance Fee	Unlimited Withdrawals
<ul style="list-style-type: none"> <li>Personalized Bank Stock Checks (200 free checks per year)</li> <li>Travelers Checks (No fee for single signature only)</li> </ul>		

### NOW ACCOUNT

Minimum to Open	Monthly Fee	Interest Rate
\$100.00 Minimum Required To Open	\$1,500.00 and Above - No Maintenance Fee \$1,499.99 and Below - \$10.00 Maintenance Fee	Set Periodically (NOW Account Rate) No Interest Unlimited Withdrawals
<ul style="list-style-type: none"> <li>Interest will accrue on daily balance</li> <li>Interest will not accrue on balances below \$1,500.00</li> </ul>		

### INVESTMENT CHECKING

Minimum to Open	Monthly Fee	Interest Rate
\$2,500.00 Minimum Required To Open	\$ 2,499.99 or Below - \$15.00 Maintenance Fee \$ 2,500.00 to \$ 9,999.99 - No Maintenance Fee \$10,000.00 to \$19,999.99 - No Maintenance Fee \$20,000.00 to \$49,999.99 - No Maintenance Fee \$50,000.00 and Above - No Maintenance Fee	No Interest Rates for Each Balance Range Set Periodically Unlimited Withdrawals
<ul style="list-style-type: none"> <li>Interest will accrue on daily balance</li> <li>Interest will not accrue on balances below \$2,500.00</li> </ul>		

### THE EAST TEXAS ACCOUNT

Minimum to Open	Monthly Fee	Interest Rate
\$100.00 Minimum Required To Open	\$2,500.00 and Above - No Maintenance Fee Combined Balances* If Combined Balance is \$2,499.99 or Below - \$15.00 Maintenance Fee	Set Periodica (NOW Account Ra Unlimited Withdraw
<ul style="list-style-type: none"> <li>Travelers Checks (No fee for single signature only) • Six Money Orders monthly (No fee) • Interest will accrue on daily balance</li> <li>The Monthly Maintenance Charge will be waived if combined balances in this account and a Money Market, Regular Savings or Certificates of Deposit exceed \$2,500.00</li> </ul>		

### MONEY MARKET ACCOUNT

Minimum to Open	Monthly Fee	Interest Rate
\$2,500.00 Minimum Required To Open	\$2,500.00 and Above - No Maintenance Fee \$2,499.99 and Below - \$10.00 Maintenance Fee	Set Periodical No Interest
<ul style="list-style-type: none"> <li>Six (6) transfers from your account, but only three (3) may be payments by check to third parties</li> <li>There will be an excess check charge of \$15.00 for each withdrawal after the third</li> <li>Interest will accrue on daily balances \$2,500.00 and Above.</li> <li>The Interest Rate for balances \$2,500, \$20,000 and \$50,000 and Above are set periodically</li> </ul>		

### SAVINGS ACCOUNT

Minimum to Open	Quarterly Fee	Interest Rate
\$100.00 Minimum Required To Open	\$100.00 and Above - No Maintenance Fee \$ 99.99 and Below - \$5.00 Maintenance Fee Three (3) Withdrawals per Quarter	Set Periodical
<ul style="list-style-type: none"> <li>Three (3) withdrawals allowed per quarter \$5.00 charge for each withdrawal after the third withdrawal for the quarter</li> <li>Interest accrues daily and is paid quarterly</li> </ul>		

### YOUNG SAVER ACCOUNT

Minimum to Open	Quarterly Fee	Interest Rate
\$50.00 Minimum Required To Open No Minimum Balance Required	No Maintenance Fee Three (3) Withdrawals per Quarter	Set Periodical
<ul style="list-style-type: none"> <li>Ideal for minors under the age of 18 • \$5.00 charge per withdrawal after the third withdrawal per quarter</li> </ul>		

### CHECKING ACCOUNT BENEFITS:

- ☆ Austin Bank Check & ATM Debit Card
- ☆ Overdraft protection (As a non-contractual courtesy after account has been open 30 days)
- ☆ Automatic Transfer from Savings
- ☆ Discounted Interest Rate on consumer loan with automatic payment from an account with us (subject to credit approval)
- ☆ Online Banking @ [www.austinbank.com](http://www.austinbank.com)
- ☆ One Plus Banking 1-888-758-2265

039 PAGE 0581 VOL.

**SMALL BUSINESS CHECKING**

Minimum to Open	Monthly Fee
\$100.00 Minimum Required To Open	No Maintenance Fee
<ul style="list-style-type: none"> <li>• Up to 200 transactions free per month including withdrawals, deposits and deposited items.</li> <li>• 50¢ fee will be charged for each additional transaction over 200 per month • Purchase of checks is required</li> </ul>	

**BASIC BUSINESS CHECKING**

Minimum to Open	Monthly Fee
\$100.00 Minimum Required To Open	\$3,500.00 and Above - No Maintenance Fee \$3,499.99 and Below - \$10 Maintenance Fee
<ul style="list-style-type: none"> <li>• Under 150 deposited items (drawn on other banks) and under 50 withdrawals written per month, there will be no activity charge</li> <li>• If your account exceeds the designated limits, each withdrawal will be charged 50¢ and each deposited item (drawn on other banks) will be charged 25¢</li> <li>• If your transaction volume exceeds the minimum, your account may be converted to the Business Analysis Account</li> </ul>	

**BUSINESS ANALYSIS ACCOUNT\***

Minimum to Open	Monthly Fee
\$100.00 Minimum Required To Open	Charges for this account are based on account activity. An earnings credit will be calculated based on your average daily collected balance during the statement cycle to reduce your service charge.

**BUSINESS ANALYSIS NOW ACCOUNT\***

Minimum to Open	Monthly Fee	Interest Rate
\$100.00 Minimum Required To Open	Charges for this account are based on account activity. An earnings credit will be calculated based on your average daily collected balance during the statement cycle to reduce your service charge. Interest will not accrue on daily balances below \$3,500.	Set Periodically (NOW Account Rate)
<ul style="list-style-type: none"> <li>• Ownership of this account is limited to certain types of businesses</li> </ul>		

**BUSINESS MONEY MARKET ACCOUNT**

Minimum to Open	Monthly Fee	Interest Rate
\$2,500.00 Minimum Required To Open	\$2,500.00 and Above - No Maintenance Fee \$2,499.99 and Below - \$10.00 Maintenance Fee	Set Periodically No Interest
<ul style="list-style-type: none"> <li>• Six (6) transfers from your account, but only three (3) may be payments by check to third parties • There will be an excess check charge of \$15.00 for each withdrawal after the third • Interest will accrue on daily balances \$2,500.00 and Above • The Interest Rate for balances \$2,500, \$20,000 and \$50,000 and Above are set periodically</li> </ul>		

**BUSINESS SAVINGS ACCOUNT**

Minimum to Open	Quarterly Fee	Interest Rate
\$100.00 Minimum Required To Open	\$ 100.00 and Above - No Maintenance Fee \$ 99.99 and Below - \$5.00 Maintenance Fee	Set Periodically
<ul style="list-style-type: none"> <li>• Three (3) withdrawals allowed per quarter \$5.00 charge for each withdrawal after the third withdrawal for the quarter</li> <li>• Interest accrues daily and is paid quarterly</li> </ul>		

See separate Account Services Disclosures and Fee Schedule for Miscellaneous Services.  
\*Ask for our current analysis charges and earnings credit rate.

- BIG SANDY**  
108 E. Broadway • (903) 636-4344
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- EMORY**  
610 W. Lennon • (903) 473-3412
- GARRISON**  
593 South US 59 • (936) 347-2494
- GILMER**  
1208 N. Wood • (903) 843-5574
- GRAND SALINE**  
139 N. Main • (903) 962-4291
- JACKSONVILLE**  
200 E. Commerce • (903) 586-1526
- SOUTH JACKSONVILLE**  
1700 S. Jackson • (903) 586-1526
- LONGVIEW**  
3400 W. Marshall • (903) 759-3828
- LONGVIEW - LOOP**  
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- MARSHALL**  
1210 E. Pinecrest • (903) 935-2566
- NACOGDOCHES**  
3205 N. University • (936) 559-5500
- RUSK**  
401 N. Main • (903) 683-2254
- TIMPSON**  
352 Jacob St • (936) 254-2494
- TROUP**  
507 W. Duval • (903) 842-3188
- TYLER - MED CENTER**  
611 S. Beckham • (903) 592-7933
- SOUTH TYLER**  
5515 Old Bullard Rd • (903) 561-5400
- VAN**  
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## CONSUMER LOANS

Your life, your family... Whatever you need. Austin Bank has the loan for you.

- Automobile Loans
- Boat Loans
- Recreational Vehicle Loans
- 4 Wheelers
- Jet Skis
- CD & Savings Account Loans
- Personal Loans
- Personal Lines of Credit
- Student Loans
- Credit Cards

## BUSINESS LOANS

Whether your business is big or small, Austin Bank can help you realize your financial goals.

- Lines of Credit
- Construction
- Equipment & Machinery
- Inventory
- Real-Estate
- Marketable Stocks and Bonds
- Acquisition Loans
- Leasing
- SBA



## HOME LOANS

39 PAGE 0583

With flexible financing options available, Austin Bank is your one-stop source for home loans.

- Adjustable Rate Mortgages
- Fixed Rate Mortgages
- New Construction Loans
- Home Improvement Loans
- Refinancing
- Rental Property Loans
- Home Equity Loans

## AGRICULTURAL LOANS

Visit your Austin Bank loan specialists for financing all your agricultural operations.

- Livestock
- Equipment
- Farm Land
- Poultry
- Timber
- Plant Farms
- Farm Service Agency



.....\$25.00  
 .....\$25.00  
 .....\$3.00  
 .....\$2.00  
 amount purchased  
 amount purchased  
 up to 10 (free w/reorder)  
 of 2% or \$10.00  
 g to style selected  
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 . Fees above plus  
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 (for One Plus Banking)  
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 .....\$25.00  
 .....None  
 .....\$5.00  
 .....None  
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 .....\$3.00  
 0 (\$25.00 minimum)  
 .....\$5.00  
 .....\$10.00  
 .....\$25.00  
 (\$250.00 minimum)  
 10 per key/annual  
 .....\$3.00  
 .....\$10.00

r services,  
 representative.

**RATE INFORMATION.**

Your interest rate and annual percentage yield may change.

**FREQUENCY OF RATE CHANGES.**

We may change the interest rate on your account daily.

**DETERMINATION OF RATE.**

At our discretion, we may change the interest rate on your account.

**DAILY BALANCE COMPUTATION METHOD.**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the full amount of principal in the account each day.

**ACCRUAL OF INTEREST ON NONCASH DEPOSITS.**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**COMPOUNDING AND CREDITING FREQUENCY.**

Interest will be compounded every month and will be credited to your account every month. (For Savings Accounts, interest will be compounded quarterly, and interest will be credited to your account quarterly.)



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593 South US 59 (936) 347-2494  
**Gilmer**  
1208 N. Wood (903) 843-5574  
**Grand Saline**  
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**Van**  
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**Whitehouse**  
100 Horton (903) 839-4321  
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**Special Program Notes**

Accidental Death Insurance is offered through the insurance company named on the Certificate of Insurance. Coverage is divided equally among owners of joint accounts. The 24-hour Accidental Death Insurance benefit reduces by half at age 70. As a member, you'll automatically receive new benefits as they are added to your program.



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*Savings • Security • Convenience*

  
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VOL. 039 PAGE 0585

The savings you want. The value you trust.

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**039 PAGE 0586**  
**Get More From Your Austin Bank Account Today!**

How? By joining our special Gold Star Advantage program, you'll get more services, benefits and value advantages than you would expect from a typical checking or savings account.

Our special, members-only program includes all kinds of great extras — things like *travel, convenience, and security* benefits — for one low monthly fee. That means you pay one price, but have access to lots of money- and time-saving services.

Just what does it mean to our members to have travel, convenience and security extras, plus the added financial advantages of our special, members-only program? See for yourself . . .

*Travel Advantages:* Members will enjoy exceptional travel savings, including 50% off at nationwide hotels, car rental discounts, and more!

*Convenience Advantages:* In today's fast-paced world, who wouldn't want access to time-saving benefits? Our program members love the little no-cost extras that help them battle busy days!

*Security Advantages:* Extra protection for you and your family means less worry and more living! Our Gold Star Advantage members have access to insurance and payment card protection services, to name a few.

Get more from your account today — all from Austin Bank!

**FINANCIAL ADVANTAGES**

- Increase your buying power, security and convenience for just \$7 per month when you add Gold Star Advantage to your account.
- \$10 Deluxe Gold Star Voucher  
When you add Gold Star Advantage to your account you'll receive a \$10 Deluxe Gold Star voucher to use toward the purchase of any product from the Deluxe catalog.
- Eyewear and Eye Care Savings
- Preferred Pricing on Prescriptions at Local Pharmacies  
This program is not insurance.
- Rebates Up to \$40 per Year on Everyday Purchases

**CONVENIENCE ADVANTAGE**

- Access Checking Benefits  
Anytime, Online

**TRAVEL ADVANTAGES**

- Discounts on Lodging, Theme Parks, Movies, Car Rental and More
- Toll-Free Travel Arrangements and Cash Rewards

- Save 50% on Room Rates at Thousands of Hotels Worldwide

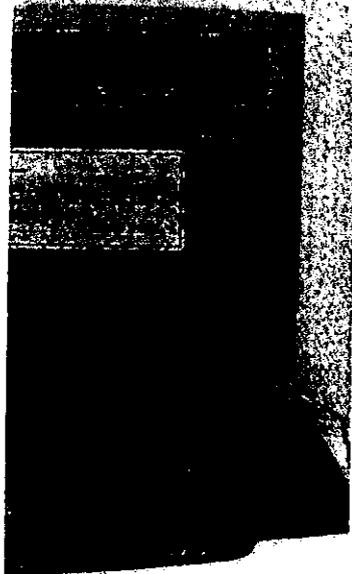
**SECURITY ADVANTAGES**

- \$10,000 24-Hour Accidental Death Insurance
- Payment Card Protection — Protect Your Cards in the Event of Theft or Loss
- Purchase Protection and Extended Warranty With Checking Account Purchases
- Key Ring Protection — Lost and Found Service for Your Keys
- First Year Free on New Safe Deposit Box Rental (subject to availability)
- ID Network™ Safety Service

BANKING

# CONVENIENCE

banking technology



Don't forget to record a check.  
View check image online!

## BANKING

Monitor account activity daily  
between Austin Bank

Viewing - view images of the  
day after they have cleared

Transactions  
are FREE! \$4.95/month for  
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VOL. 07 0587



Access your account information 24 hours a day,  
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903-586-2265 or 1-888-758-2265

- Obtain your account balance
- Transfer funds between accounts
- Verify deposits and withdrawals
- Obtain your loan balance
- Make loan payments from your Austin Bank account
- Verify loan payments
- Fax a statement to yourself (\$1.00 fee)

# Austin Bank

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# FEE SCHEDULE 039 PAGE 0588 FOR COMMERCIAL ACCOUNTS

## ACCOUNT ANALYSIS SERVICE FEES

Account Maintenance .....	\$10.00
Withdrawals .....	\$0.15
Deposits .....	\$0.10
<i>Items Deposited:</i>	
Items drawn on us .....	No charge
Transit Items .....	\$0.07
Roll Coin .....	\$0.09
Strapped Currency .....	\$0.38
Monthly interest paid will be a charge to the analysis calculation.	

## INVESTABLE BALANCE CALCULATION

Earnings Credit - Rate applied to Investable Balance is the current month average of the 90 day T Bill auction rate.  
 Reserve Requirement - 10%.  
 Uncollected Funds Rate - Rate applied to average negative collected balance is WSJ prime plus 1%

## OTHER SERVICES

Charge Backs (deposited items returned) .....	\$3.00
<i>Wire Transfers:</i>	
Regular Outgoing (US only) .....	\$20.00
Regular Incoming (US only) .....	\$10.00
Incoming (Non-Customer..) .....	\$25.00
International .....	Fees above plus intermediary bank's charge
<i>Collection Drafts:</i>	
Outgoing .....	\$10.00
Incoming .....	\$10.00
International .....	Fees above plus intermediary bank's charge
Special Statements .....	\$10.00
Numerical Check Sort .....	\$0.05 per item (\$25 minimum)
<i>ACH ORIGINATION (Direct Deposit or Direct Debit)</i>	
Software Package - One time set up fee .....	\$250.00
Per File .....	\$25.00
Per Item .....	\$0.05
Night Depository Bags - Locked .....	\$15.00 per key/annual
Night Deposit Bags - Zipper .....	\$3.00
Overdrafts/NSF (Per Item) .....	\$25.00
Overdraft Rate .....	Contact Customer Service Rep. for current rate
Stop Payment .....	\$25.00
Telephone Transfers (no fee for One Plus Banking) .....	\$1.00
Bank Inquiry (no fee for One Plus Banking) .....	\$1.00
Fax - One Plus Banking .....	\$1.00
Check Guarantees .....	\$25.00
Check Printing .....	Fee varies according to style selected
Cashier Checks .....	\$3.00
Money Orders .....	\$2.00
Multiple signatures - per statement .....	\$25.00
Letters of Credit .....	2% (\$250 minimum)
Accounts Closed within 30 Days of Opening .....	\$10.00
Research - per hour .....	\$25.00 (\$25.00 minimum)
Research - per copy .....	\$5.00

*For more information about these or other services,  
please contact our Customer Service Representative.*

**RATE INFORMATION.**

Your interest rate and annual percentage yield may change.

**FREQUENCY OF RATE CHANGES.**

We may change the interest rate on your account daily.

**DETERMINATION OF RATE.**

At our discretion, we may change the interest rate on your account.

**DAILY BALANCE COMPUTATION METHOD.**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the full amount of principal in the account each day.

**ACCRUAL OF INTEREST ON NONCASH DEPOSITS.**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**COMPOUNDING AND CREDITING FREQUENCY.**

Interest will be compounded every month and will be credited to your account every month. (For Savings Accounts, interest will be compounded quarterly, and interest will be credited to your account quarterly.)



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Effective 10/01

# COUNTY OF RAINS

VOL. 039 PAGE 0590

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440

AVIS JONES-ADMINISTRATOR

Tel: (903) 473-8783  
Fax: (903) 473-4298  
email: rains.co.roads@verizon.net

## Work Completed 09-08-03 Through 09-18-03

09-08-03 (Monday) Serviced equipment # 410 and 111 at the Pct. # 1 yard and made a trip to Sulphur Springs to pick up machinery supplies. Vegetation control on CRs 2400 and 3150 using equipment #'s 103, 408 and 705. Cleared ditches and bladed CRs 3380 and 3410. Used equipment #'s 105, 108, 205, 505 and 704. Shredded CRs 3151, 3220, 3232, 3250, 3235, 3236, 3308, 3309, 3310, 3315, 3316, 3317, 3319, 3330, 3332, 3471 and 3474, using equipment # 410, 411 and 412. Shovel patched with oil sand CRs 2300, 2330, 2400, 3150, 3200 and 3202, using 1 load oil sand and equipment # 107.

09-09-03 (Tuesday) CR 3410 oiled using 472.78 tons oil sand and equipment #'s 102 and 505. Installed new culvert for property owner Ms. Barbara Hogan on CR 1515 using 1-load rock and equipment #'s 104 and 207. Bladed and added 3 loads rock to CR 1695, using equipment #'s 104 and 207. Serviced equipment at Pct. yard # 1, completed the welding on trailer that holds welding equipment. Installed new mailbox for property owner that had been damaged by county. Shredded CRs 2250, 2360, 2365, 2370, 2420, 2430, 2515, 2540, 2570, 2572, 2610, 3362 and 3381.

09-10-03 (Wednesday) Applied 402.97 tons of oil sand and bladed CR 1278 using equipment # 102 and 501. Applied 3 loads oil sand to CR 1695 and packed CR 3410, using equipment #'s 104, 207, 108 and 712. Shovel patched CR 1605 using 2 loads oil sand. Shredded CRs 2530, 2520, 2450, 2330, 2300, 2180, 2225, 2230, 2245, 2410, 2310, 2430, 2515 and 2610. Used equipment #'s 410, 411 and 412.

09-11-03 (Thursday) Shredded CRs 2110, 2120, 2180, 2181, 2210, 2220, 2350, 2360, 2400 and 2470. Used equipment #'s 410, 411 and 412. Cleaned and picked up trash at Rainswood Marina boat ramp. Used equipment #'s 103, 202 and 705. Applied and reworked oil sand to CRs 1278 and 3250, using equipment # 102, 111 and 712. Cleaned Pct. # 1 yard and storage houses. Shovel patched CRs 1603, 1615, 1621, 1622, 1624, 1628 and 1629, using 1 load oil sand and equipment #'s 107 and 102. Repaired sign on Pvt. Road 5169.

Page 2

**Work Continued 09-08-03 Through 09-18-03**

09-15-03 (Monday) mixed and applied 4 loads oil sand to CRs 3210, 3232 and 3371 using equipment #'s 102, 105, 505 and 704. Bladed CRs 4230, 4500, 4515 and 4516. Shredded CRs 1280, 1490, 2240 and 2350. Used equipment #'s 410, 411 and 412. Serviced equipment #'s 106, 108, 411 and 412. Shovel patched with 5 loads oil sand CRs 4010, 4210, 4250, 4252, 4253, 4254 and 4370 using equipment # 107. Safety Meeting.

09-16-03 (Tuesday) Serviced equipment #'s 105 and 411 at Pct.1 yard. Shovel patched with 1 load oil sand CRs 1301, 2365, 2370, 2420 and 2430 using equipment # 105. Shovel patched with 1 load oil sand CR 1280 and used equipment # 107. Bladed CRs 1150, 1155, 1275, 3025, 4320, 4460, 4470, 4480 and 4500, using equipment # 501. Installed culvert for property owner Jimmy Thompson on CR 1301 using 1 load rock and equipment # 102. Installed culvert for property owner Elsa Wacaster on CR 1301 using 1 load rock and equipment # 102. Added 1 load rock to driveway entrance for property owner Mr. Hinch and used equipment # 102. Added 1 load rock to driveway entrance for property owner Jim Weddle, using equipment # 102. Added 1 load rock to previously installed culvert for property owner Johnny Simmons using equipment # 102.

09-17-03 (Wednesday) Installed 3 culverts under CRs 1285 and 2400 using 3 loads rock. 1- 18"X24' culvert and 2- 12"X24' culverts and equipment #'s 102, 103, 105 and 705. Shredded CRs 1280 and 2350 using equipment # 412. Shovel patched CRs 1274, 1300, 1301, 1399, 1412, 1413 and 1495 using 3 loads oil sand and equipment # 107. Bladed CRs 1156, 1280, 1301, 2110 and 2240 using equipment # 501.

09-18-03 (Thursday) Shovel patched CRs 1301 and 3160 using ½ load oil sand. Removed an abandoned stove from CR 3160. Applied 1 load rock to Head Start driveway. Installed road signs to CRs 1301, 2440 and 3210. Bladed CRs 3385, 3393 and 3485. Cleaned ditched on CRs 2400 and 3380. Installed culvert on CR 3210 and did culvert maintenance on CR 2400 using 1 load rock and equipment #'s 102, 105, 203 and 704. Shovel patched CRs 1421, 1425, 1502, 1531, 1532, 1533, 1535 and 1536 using 1 load oil sand.

**Plans For the Next Two Weeks**

In the next two weeks we plan to continue shredding and patching county roads. Resurfacing on CRs 1402, 1520, 1605, 1610, 1690 and 1691. Ditching work will be done on CR 3419.

Remember, if you need us please call 903-473-8783, fax 903-473-9543 or email us at [rains.co,roads@verizon.net](mailto:rains.co,roads@verizon.net)

PLAT FEE IS CURRENTLY \$25.00 AS SET BY COMMISSIONERS' COURT

REQUESTED FEE

\$50.00 FOR 1<sup>ST</sup> PAGE AND \$10.00 FOR EACH PAGE THEREAFTER  
PLUS MANAGEMENT FEE \$5.00 AND SECURITY FEE \$1.00

**PROPOSED FEE INCREASE  
FOR PRESERVATION AND RESTORATION  
OF ARCHIVED RECORDS**

**PRESENTED BY**

**LINDA WALLACE, COUNTY CLERK  
RAINS COUNTY, TEXAS**

**SEPTEMBER 3, 2003**

**EXECUTIVE SUMMARY**

The County Clerk's Office wants to take advantage of new legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerk's Office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no costs to the County, these records can be preserved by adding an archive fee to cover the costs of scanning the paper based documents. In addition, to preserving the documents, the images can improve customer service.

Additionally, these records can be restored and preserved, to prevent the records from further deterioration. Several records in the office are not preserved by any other format other than paper.

**Introduction**

Currently, Counties adjacent to international borders have the ability to charge a records archive fee not to exceed \$5.00 for the recording or filing of public documents in county clerk's offices. SB 1731 removes "adjacent to international borders" restriction and opens the fee to all Texas counties. SB 1731 provides for a fee not to exceed \$5.00 to be imposed for recording or filing public documents in county clerk's offices in any county for the purpose of preserving, restoring, and managing county records.

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. This new legislation is designed to target archived records.

This bill authorizes the Commissioners' Court to adopt a records archive fee as part of the county's annual budget. If the provisions of SB 1731 are implemented, the county will experience a revenue gain. This additional revenue will be dedicated to helping county clerks focus on preserving older records.

The effective date of this Act is September 1, 2003 and expires September 1, 2008.

SB 1731

8(R) SB 1731 - Enrolled version - Bill Text

S. B. No 1731

relating to fees imposed by certain counties for the preservation, restoration, and management of certain county records.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (e), Section 118.011, Local Government Code, as added by Chapter 794, Acts of the 77<sup>th</sup> Legislature, Regular Session, 2001, is amended to read as follows:

(e) The County clerk of a county [adjacent to an international boundary] shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee

(Sec. 118.015) not more than \$5

SECTION 2. The heading to Section 118.025, Local Government Code, is amended to read as follows:

Sec. 118.025. COUNTY CLERK'S RECORDS ARCHIVE [IN BORDER COUNTY].

SECTION 3. Subsection (b), Section 118.025, Local Government Code, is amended to read as follows:

(b) The commissioners court of a county [that is adjacent to an international boundary] may adopt a records archive fee under Section 118.011(e) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(e) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

SECTION 4. This Act takes effect September 1, 2003.

---

President of the Senate

---

Speaker of the House

I hereby certify that S. B. No. 1731 passed the Senate on May 15, 2003, by the following vote: Yeas 31, Nays 0.

---

Secretary of the Senate

I hereby certify that S. B. No. 1731 passed the House on May 28, 2003, by a non-record vote.

**Steps to Implement**

Prepare Archive Plan  
 Publish Notice of Public Hearing in Newspaper  
 Public Hearing  
 Commissioner's Court Approval  
 Post Notice of Fee in a conspicuous place

**Projected Revenue**

New legislation is open for interpretation. Court records are currently being reviewed to determine if those filings fall under SB 1731.

Document Type	Documents Subject to Fee	Revenue at \$5.00
Real Records	3500	\$17,500.00
Civil	22	110.00
Probate	35	175.00
Criminal	<u>350</u>	<u>1,750.00</u>
Total	3907	19,535.00

Fiscal Year 2003 - 2004

Scan approximately 60 volumes of records and import images for personal computer lookup and save images on CD for off-site storage. Revenue collected and not extended to the fiscal year will be carried forward and used on other archive projects. Each book and page will be accessible by book and page lookup on computer. This will reduce the need for clerks to handle heavy record books to make copies and easier retrieval.

VOL. 039 PAGE 0597

S.B. No. 1731

## AN ACT

relating to fees imposed by certain counties for the preservation, restoration, and management of certain county records.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (e), Section 118.011, Local Government Code, as added by Chapter 794, Acts of the 77th Legislature, Regular Session, 2001, is amended to read as follows:

(e) The county clerk of a county [~~adjacent to an international boundary~~] shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee

(Sec. 118.025)

not more than \$5

SECTION 2. The heading to Section 118.025, Local Government Code, is amended to read as follows:

Sec. 118.025. COUNTY CLERK'S RECORDS ARCHIVE [~~IN-BORDER COUNTY~~].

SECTION 3. Subsection (b), Section 118.025, Local Government Code, is amended to read as follows:

(b) The commissioners court of a county [~~that is adjacent to an international boundary~~] may adopt a records archive fee under Section 118.011(e) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(e) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

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President of the Senate

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I hereby certify that S.B. No. 1731 passed the Senate on May 15, 2003, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1731 passed the House on May 28, 2003, by a non-record vote.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

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AN ACT

relating to the fees imposed by certain counties for the preservation, restoration, and management of certain county records.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. (a) The legislature finds that the deterioration of public documents in the offices of the county clerks constitutes a threat to the integrity and reliability of the existing system for preserving public documents.

(b) The purpose of this Act is to impose a fee for filing public documents in the offices of the county clerks of counties adjacent to an international boundary beginning September 1, 2001, and ending September 1, 2008, to provide funds that will be used to preserve existing public documents filed in the offices of the county clerks of counties adjacent to an international boundary.

SECTION 2. Section 118.011, Local Government Code, is amended by adding Subsections (e) and (f) to read as follows:

(e) The county clerk of a county adjacent to an international boundary shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee  
(Sec. 118.025) ..... not more than \$5

(f) This subsection and Subsection (e) expire on September 1, 2008.

SECTION 3. Section 118.0216, Local Government Code, is amended to read as follows:

Sec. 118.0216. RECORDS MANAGEMENT AND PRESERVATION. (a) The fee for "Records Management and Preservation" under Section 118.011 is for the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk.

(b) The fee must be paid at the time of the filing of the document.

(c) In a county that is adjacent to an international boundary, the fee shall be deposited in a separate records management and preservation account in the general fund of the county.

(d) The fee may be used only to provide funds for specific records management and preservation, including for [and] automation purposes [projects].

(e) In a county that is adjacent to an international boundary, the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk. After a public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records management and preservation account may be expended only as provided by the plan. All expenditures from the records management and preservation account shall comply with Subchapter C, Chapter 262.

SECTION 4. Subchapter B, Chapter 118, Local Government Code, is amended by adding Section 118.025 to read as follows:

Sec. 118.025. RECORDS ARCHIVE IN BORDER COUNTY. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:  
(A) suspends or reduces the deterioration of public documents; or

3-10 (B) provides public access to the public  
 3-11 documents in a manner that reduces the risk of deterioration,  
 3-12 excluding providing public access to public documents indexed  
 3-13 geographically.

3-14 (3) "Public document" means any instrument, document,  
 3-15 paper, or other record that the county clerk is authorized to  
 3-16 accept for filing or maintaining.

3-17 (4) "Records archive" means public documents filed  
 3-18 with the county clerk before January 1, 1990.

3-19 (5) "Restoration" means any process that permits the  
 3-20 visual enhancement of a public document, including making the  
 3-21 document more legible.

3-22 (b) The commissioners court of a county that is adjacent to  
 3-23 an international boundary may adopt a records archive fee under  
 3-24 Section 118.011(e) as part of the county's annual budget. The fee  
 3-25 must be set and itemized in the county's budget as part of the  
 3-26 budget preparation process. The fee for "Records Archive" under  
 3-27 Section 118.011(e) is for the preservation and restoration services  
 4-1 performed by the county clerk in connection with maintaining a  
 4-2 county clerk's records archive.

4-3 (c) The fee must be paid at the time a person, excluding a  
 4-4 state agency, presents a public document to the county clerk for  
 4-5 recording or filing.

4-6 (d) The fee shall be deposited in a separate records archive  
 4-7 account in the general fund of the county.

4-8 (e) The funds generated from the collection of a fee under  
 4-9 this section may be expended only for the preservation and  
 4-10 restoration of the county clerk's records archive.

4-11 (f) The funds may not be used to purchase, lease, or develop  
 4-12 computer software to geographically index public records, excluding  
 4-13 indexing public records by lot and block description as provided by  
 4-14 Section 193.009(b)(4).

4-15 (g) The county clerk shall prepare an annual written plan  
 4-16 for funding the preservation and restoration of the county clerk's  
 4-17 records archive. The commissioners court shall publish notice of a  
 4-18 public hearing on the plan in a newspaper of general circulation in  
 4-19 the county not later than the 15th day before the date of the  
 4-20 hearing. After the public hearing, the plan shall be considered  
 4-21 for approval by the commissioners court. Funds from the records  
 4-22 archive account may be expended only as provided by the plan. All  
 4-23 expenditures from the records archive account shall comply with  
 4-24 Subchapter C, Chapter 262.

4-25 (h) If a county charges a fee under this section, a notice  
 4-26 shall be posted in a conspicuous place in the county clerk's  
 4-27 office. The notice must state the amount of the fee in the  
 5-1 following form: "THE COMMISSIONERS COURT OF \_\_\_\_\_ COUNTY  
 5-2 HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$ \_\_\_\_\_ IS NEEDED TO  
 5-3 PRESERVE AND RESTORE COUNTY RECORDS."

5-4 (i) The fee is subject to approval by the commissioners  
 5-5 court in a public meeting.

5-6 (j) Any excess funds generated from the collection of a fee  
 5-7 under this section remaining after completion of a county records  
 5-8 archive preservation and restoration project may be expended only  
 5-9 for the purposes described by Section 118.0216. The commissioners  
 5-10 court of a county may not order the collection of a fee authorized  
 5-11 by this section after the county records archive preservation and  
 5-12 restoration is complete.

5-13 (k) This section expires September 1, 2008.

5-14 SECTION 5. (a) This Act takes effect September 1, 2001. The  
 5-15 change in law made by Section 118.025, Local Government Code, as



NOTICE  
NEW FEE

“THE COMMISSIONERS’  
COURT OF RAINS  
COUNTY HAS  
DETERMINED THAT A  
RECORDS ARCHIVE FEE  
OF \$5.00 IS NEEDED TO  
PRESERVE AND  
RESTORE COUNTY  
RECORDS.”

Rains County Appraisal District  
PO Box 70  
Emory TX 75440  
903-473-2391  
FAX 903-473-4040

September 16, 2003

Ms Evelyn Malone  
County Commissioner Pct 2  
Rains County  
PO Box 158  
Emory TX 75440

Dear MsMalone:

First let me apologize for the voting entitlement calculation. After reviewing the Property Tax Code and contacting the Comptroller's office. The Emergency Fire District is not entitled to vote on the Board of Director in accordance with Section 6.03 (e) of the Property Tax Code.

In accordance with Section 6.03 (e) only the following have voting entitlements:

1. The county judge and each commissioner of the county served by the appraisal district.
2. The presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager.
3. The presiding office of the governing body of each school district participating in the district and to the superintendent of those school districts.

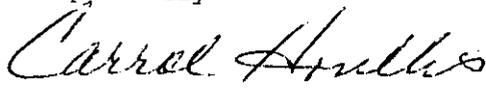
I have enclosed the new calculation for each entitlement of voting. Again please accept my apology for any inconvenience that this may have cause.

It will take a total of 834 votes to elect a candidate to the board. In the event of a tie, the Board of Directors Manual published by the State Comptroller allows selection by lot.

Please return the names of your nominees and their addresses to my office no later than October 1, 2003.

If you have any questions please feel free to contact me at 903-473-2391.

Respectfully



Carrol Houllis  
Chief Appraiser

C:\my documents\Boardofdirectors\Nominee2.doc

VOTING ENTITLEMENT FOR SELECTION OF RAINS CAD  
BOARD OF DIRECTORS  
2004-2005 TERM

Entities	2002 Levy	Total levy	%of total Levy	1000 number of votes	x5	voting entitlement
Rains ISD	4,281,646.24	6,569,143.56	65.178150	1000	652	5 3,259
Rains County	2,102,148.68	6,569,143.56	32.000346	1000	320	5 1,600
City of East Tawakoni	60,106.73	6,569,143.56	0.914986	1000	9	5 46
City of Point	29,841.41	6,569,143.56	0.454266	1000	5	5 23
City of Emory	79,079.45	6,569,143.56	1.203802	1000	12	5 60
Miller Grove ISD	16,321.05	6,569,143.56	0.248450	1000	2	5 12
 Total Levy	 6,569,143.56		 100.000000			 5,000

Gordon H. Krantz  
213 PR 7330  
Emory, Texas 75440

Hon. Joe R. Dougherty, County Judge  
Hon. Virgil McEnturff Commissioner Pct 1  
**Hon. Evelyn Malone Commissioner Pct 2**  
Hon. Gary Bishop Commissioner Pct 3  
Hon. Rodney Smith Commissioner Pct 4

Dear Evelyn,

I do not know if this is the proper way to make this request or not, and I will try to do the same in person at a more convenient time, however I have a humble request to make of each of you individually, and collectively as Rains County Commissioners Court.

Appointments and election to the Rains County Appraisal District Board of Directors will be made shortly by the entities served by this District, and I would like to sincerely request that my name be placed in nomination to serve on this board.

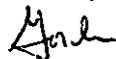
I am seeking this nomination for one reason only, and that is to represent the taxpayers as well as the taxing entities of Rains County in a fair and conscientious manner. I feel that as a taxpayer and a business owner within the county, I am personally qualified to serve on the board, and if nominated and elected I promise to do just that, represent all parties fairly and equitably. It is my sincere belief that I will be able to work closely with the current members of the RCAD Board, as well as any new members who should be appointed to replace any existing directors.

For those who do not know me personally, I have been a resident of Rains County for almost 8 years, and my wife Nancy and I own and operate Rolling Fork Mobile Home and RV Park on Lake Fork. Additionally, I have served on the Board of Directors of the Lake Fork Area Merchants Council, the Lake Fork Chamber of Commerce (from inception through 2002), the RCCT, and previously served as Chairman of the Rains County Industrial Commission, and currently serve as Secretary-Treasurer of the Rains County Tourism Distribution Board. My wife and I are both active members of the Emory United Methodist Church, and I am currently Senior Warden of the Yantis Masonic Lodge (A.F. & A.M).

I have a BBA/BMS from the University of Houston, and after living in the Houston area for 34 years, I retired as a District Manager from Modern Woodmen of America prior to moving to Rains County in 1996. I am familiar with and have done extensive research into the property tax laws in the State of Texas, but at the same time, I also realize that Tax Laws are constantly changing, and continuing education is necessary in all areas of Appraisal District operations.

I would consider the opportunity to serve on the RCAD Board both an honor and a challenge, and would be very much appreciative of this court if you could consider placing my name in nomination and supporting me for a Directorship position at this time.

Sincerely,



Gordon H. Krantz

September 18, 2003

Cc: County Judge and Commissioners

## Environmental Enforcement Report

September 25, 2003

Date	Action	Value Y/T/D
	Litter	
September 15	Community Service 2 hours X \$5.50	\$270.75
	Fines YTD	\$415.00
September 23	Prisoners 5 hours X 5.50	27.50
August 30	Trash Drop off	\$1414.50
	Total Y/T/D	\$2,127.75
	OSSF month to date:	
September 8	County Road 1278 aerobic	
September 10	County Road 2425 Complaint graveless pipe	
	OSSF Y/T/D 31	\$9,620.00
	Grand Total	\$11,795.75

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** ALBA-GOLDEN CREDIT UNION						
XX	09/12/03	09/12/03	675.00	GENERAL FUND	CREDIT UNION	675.00
						Total Dislayed = 675.00
***** ALLIED HEALTH						
HEALTH INS	09/22/03	09/22/03	1436.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	HEALTH INSURANCE HEALTH INSURANCE	1407.00 29.00
						Total Dislayed = 1436.00
***** ANNETTE FOSTER						
XX	09/15/03	09/15/03	400.00	SHERIFF & JAIL	PRISONER SUPPLIES	400.00
						Total Dislayed = 400.00
***** AZALEA ORTHOPEDICS & SPORTS MED						
70492	09/17/03	09/25/03	202.64	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	202.64
70492	08/08/03	09/25/03	97.33	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	97.33
						Total Dislayed = 299.97
***** APEX RADIOLOGY						
662.58687.	06/25/03	09/25/03	7.45	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	7.45
						Total Dislayed = 7.45
***** BRODART CO						
G408379	09/08/03	09/25/03	35.54	PUBLIC LIBRARY	TOCKER GRANT	35.54
G435965	09/18/03	09/25/03	129.22	PUBLIC LIBRARY	LIBRARY MATERIAL	129.22
G422457	09/12/03	09/25/03	10.99	PUBLIC LIBRARY	LIBRARY MATERIAL	10.99
G424965	09/15/03	09/25/03	135.64	PUBLIC LIBRARY	LIBRARY MATERIAL	135.64
G424966	09/15/03	09/25/03	11.07	PUBLIC LIBRARY	LIBRARY MATERIAL	11.07
G412754	09/09/03	09/25/03	44.68	PUBLIC LIBRARY	LIBRARY MATERIAL	44.68
G398848	09/03/03	09/25/03	45.70	PUBLIC LIBRARY	LIBRARY MATERIAL	45.70
G435964	09/18/03	09/25/03	36.39	PUBLIC LIBRARY	LIBRARY MATERIAL	36.39
416853	09/09/03	09/25/03	36.00	PUBLIC LIBRARY	OFFICE SUPPLIES	36.00
415428	09/03/03	09/25/03	161.29	PUBLIC LIBRARY	OFFICE SUPPLIES	161.29
						Total Dislayed = 646.52
***** BAKER & TAYLOR						
G37414860	09/05/03	09/25/03	26.36	PUBLIC LIBRARY	LIBRARY MATERIAL	26.36
						Total Dislayed = 26.36
***** BERNAN						
10204486	09/12/03	09/25/03	45.20	PUBLIC LIBRARY	LIBRARY MATERIAL	45.20
						Total Dislayed = 45.20
***** BOOKS IN MOTION						
27218	08/28/03	09/25/03	162.10	PUBLIC LIBRARY	LIBRARY MATERIAL	162.10
						Total Dislayed = 162.10
***** BLAKE ELECTRIC						
XX	09/18/03	09/25/03	85.00	MAINTENANCE	BLDG. MAINT	85.00
						Total Dislayed = 85.00
***** BUSINESS COMMUNICATIONS						
3053	09/17/03	09/25/03	657.00	ENVIRONMENTAL ENFORCE	SUPPLIES	657.00
						Total Dislayed = 657.00
***** CLIFTON'S MAINTENANCE						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
SHERIFF	08/27/03	09/25/03	176.43	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	176.43
					Total Disloyed =	176.43
***** CODY SANDERS						
REIMB CELL	09/25/03	09/25/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
					Total Disloyed =	30.78
***** DEBORAH TRAYLOR						
REIMB	09/19/03	09/25/03	21.64	DISTRICT CLERK	OFFICE SUPPLIES	21.64
					Total Disloyed =	21.64
***** DUKO OIL CO						
23498	09/11/03	09/25/03	20.21	ENVIRONMENTAL ENFORCE	FUEL	20.21
91575	09/11/03	09/25/03	505.00	UNIT ROAD & BRIDGE	FUEL & OIL	505.00
91495	09/11/03	09/25/03	1528.63	UNIT ROAD & BRIDGE	FUEL & OIL	1528.63
23560	09/17/03	09/25/03	19.70	ENVIRONMENTAL ENFORCE	FUEL	19.70
					Total Disloyed =	2073.54
***** DON SMITH						
REIMB CELL	09/25/03	09/25/03	42.50	JUSTICE PEACE	TELEPHONE	42.50
					Total Disloyed =	42.50
***** ORL LABS						
1304044	08/29/03	09/25/03	40.52	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	40.52
1304933	09/03/03	09/25/03	47.85	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	47.85
					Total Disloyed =	88.37
***** DEBORAH STOKES, MD						
28691	07/24/03	09/25/03	303.71	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	303.71
					Total Disloyed =	303.71
***** DESK TOP						
17304	08/19/03	09/25/03	59.96	COUNTY ATTORNEY	OFFICE SUPPLIES	59.96
17437	09/10/03	09/25/03	100.48	COUNTY ATTORNEY	OFFICE SUPPLIES	100.48
17404	09/04/03	09/25/03	15.00	DISTRICT CLERK	OFFICE SUPPLIES	15.00
					Total Disloyed =	175.44
***** ELECTRONIC FEDERAL TAX PMT SYS						
WH-SS	09/12/03	09/12/03	9249.76	GENERAL FUND	PAYROLL W/H PAYABLE	2334.64
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6651.47
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Disloyed =	9249.76
***** EMORY INSURANCE AGENCY						
REGISTRATI	09/16/03	09/25/03	72.20	REGISTRATION OFFICE	BONDS	72.20
ATTY	09/16/03	09/25/03	61.50	COUNTY ATTORNEY	BONDS	61.50
CO CLERK	09/16/03	09/25/03	10.35	COUNTY COURT/CLERK	BONDS	10.35
NORTHCUTT	09/16/03	09/25/03	637.50	COUNTY TREASURER	BONDS	637.50
					Total Disloyed =	781.55
***** ELDRADO HOTEL						
MCENTURFF	09/18/03	09/18/03	193.50	PREC #1 COMMISSIONER	SEMINAR EXPENSE	193.50
MCENTURFF	09/18/03	09/18/03	-193.50	PREC #1 COMMISSIONER	SEMINAR EXPENSE	-193.50
					Total Disloyed =	.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$"
***** ELECTION WORKERS						
ELECT WORK	09/15/03	09/15/03	2950.50	ELECTIONS	ELECTION PERSONNEL	2950.50
ELEC WORK	09/15/03	09/15/03	-2950.50	ELECTIONS	ELECTION PERSONNEL	-2950.50
ELEC WORK	09/15/03	09/15/03	2878.50	ELECTIONS	ELECTION PERSONNEL	2878.50
Total Displayed =						2878.50
***** EVELYN MALONE						
REIMB CELL	09/25/03	09/25/03	42.50	PREC #2 COMMISSIONER	TELEPHONE	42.50
Total Displayed =						42.50
***** ECHO PUBLISHING CO						
27954	09/18/03	09/25/03	57.23	COUNTY TREASURER	OFFICE SUPPLIES	57.23
27953	09/17/03	09/25/03	96.19	COUNTY TREASURER	OFFICE SUPPLIES	96.19
Total Displayed =						153.42
***** EDUCATORS PROGRESS SERVICE, INC						
F0202	09/05/03	09/25/03	348.20	PUBLIC LIBRARY	LIBRARY MATERIAL	348.20
Total Displayed =						348.20
***** ENTERPRISE SOLUTIONS DIVISION						
84861959	09/09/03	09/25/03	712.30	NON-DEPARTMENTAL	CAPITAL	712.30
Total Displayed =						712.30
***** FIRST CHOICE POWER						
PCT 4	09/11/03	09/25/03	66.78	UNIT ROAD & BRIDGE	ELECTRIC	66.78
ANNEX	09/17/03	09/25/03	1453.15	NON-DEPARTMENTAL	ELECTRIC	1453.15
Total Displayed =						1519.93
***** GRAY'S WHOLESALE TIRE DIST. INC						
154196	09/08/03	09/25/03	86.75	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	86.75
Total Displayed =						86.75
***** HERSCHEL BULLARD						
REIMB CELL	09/25/03	09/25/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
Total Displayed =						30.78
***** HOPKINS CO MEMORIAL HOSPITAL						
INMATE	07/19/03	09/25/03	124.87	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	124.87
6498026	07/24/03	09/25/03	9601.73	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	9601.73
Total Displayed =						9726.60
***** HALL'S PHARMACY						
IHC	09/05/03	09/25/03	57.44	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	57.44
INMATE	09/25/03	09/25/03	1317.80	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	1317.80
IHC	09/19/03	09/25/03	212.71	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	212.71
Total Displayed =						1587.95
***** JAMES LILES						
296042	09/12/03	09/25/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
Total Displayed =						60.00
***** JIMMY WOOLLEY						
REIMB CELL	09/25/03	09/25/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
Total Displayed =						30.78
***** JOE R DOUGHERTY						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
REIMB CELL	09/25/03	09/25/03	42.50	COUNTY JUDGE	TELEPHONE	42.50
					Total Displayed =	42.50
***** JOHN W RUNION, DDS HARRIGAN	08/13/03	09/25/03	80.00	SHERIFF & JAIL	PRISONER HEALTH	80.00
					Total Displayed =	80.00
***** KENNETH FRANCIS REIMB CELL	09/25/03	09/25/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
					Total Displayed =	30.78
***** KOYOTE COMMUNICATIONS XX	09/15/03	09/25/03	20.25	PUBLIC LIBRARY	TELEPHONE	20.25
					Total Displayed =	20.25
***** LEXIS NEXIS MATTHEW BENDER 0308119392	08/21/03	09/25/03	15.00	LAW LIBRARY FUND	LAW LIBRARY	15.00
					Total Displayed =	15.00
***** LIBERTY FLAG & SPECIALTY CO 08030589	08/15/03	09/25/03	107.75	MAINTENANCE	BLDG. MAINT	107.75
					Total Displayed =	107.75
***** MATTHEW BENDER XX	08/31/03	09/25/03	71.23	JUSTICE PEACE	OFFICE SUPPLIES	71.23
					Total Displayed =	71.23
***** MICKEY COOPER REPL JP	09/15/03	09/25/03	46.16	JUSTICE PEACE	REPLACEMENT FOR JP	46.16
					Total Displayed =	46.16
***** NACO CLEARING ACCOUNT DEF COMP	09/12/03	09/12/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
					Total Displayed =	10.00
***** OFFICE DEPOT						
215185999	09/03/03	09/25/03	8.50	JUSTICE PEACE	OFFICE SUPPLIES	8.50
215253778	09/03/03	09/25/03	136.76	REGISTRATION OFFICE	OFFICE SUPPLIES	136.76
215666782	09/05/03	09/25/03	103.64	PARKS & WILDLIFE	OFFICE SUPPLIES	103.64
215804345	09/09/03	09/25/03	80.99	COUNTY JUDGE	OFFICE SUPPLIES	80.99
218570913	09/23/03	09/25/03	106.24	COUNTY TREASURER	OFFICE SUPPLIES	106.24
216711350	09/15/03	09/25/03	185.65	COUNTY TREASURER	OFFICE SUPPLIES	185.65
216133932	09/12/03	09/25/03	22.94	COUNTY COURT/CLERK	OFFICE SUPPLIES	22.94
					Total Displayed =	644.72
***** PHILIP ALEXANDER, ATTY						
7644	09/08/03	09/25/03	187.50	354TH DISTRICT COURT	TRIAL EXPENSE	187.50
7644	08/12/03	09/25/03	166.76	354TH DISTRICT COURT	TRIAL EXPENSE	166.76
7595	08/12/03	09/25/03	271.00	354TH DISTRICT COURT	TRIAL EXPENSE	271.00
7177	08/12/03	09/25/03	255.75	354TH DISTRICT COURT	TRIAL EXPENSE	255.75
7530	09/08/03	09/25/03	93.75	354TH DISTRICT COURT	TRIAL EXPENSE	93.75
					Total Displayed =	974.76
***** PAUL DAVID MARTIN, MD 027672	07/25/03	09/25/03	52.92	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	52.92
					Total Displayed =	52.92

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** PRESBYTERIAN HOSP. OF GREENVILLE						
XX	06/25/03	09/25/03	747.96	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	747.96
XX	06/25/03	09/25/03	3136.25	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	3136.25
						Total Displayed = 3884.21
***** POLLING PLACES						
POLL PLACE	09/15/03	09/15/03	250.00	ELECTIONS	ELECTION EXPENSE	250.00
						Total Displayed = 250.00
***** QUILL CORPORATION						
3180401	08/18/03	09/25/03	47.48	COUNTY ATTORNEY	OFFICE SUPPLIES	47.48
						Total Displayed = 47.48
***** RAY RAGAN						
REIMB CELL	09/25/03	09/25/03	30.78	JUSTICE PEACE	TELEPHONE	30.78
						Total Displayed = 30.78
***** RAINS COUNTY LEADER						
1611	09/09/03	09/25/03	25.50	NON-DEPARTMENTAL	PUBLICATIONS	25.50
						Total Displayed = 25.50
***** ROLAND FERGURSON, ATTY						
HARRIS	09/18/03	09/25/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3920-A	09/18/03	09/25/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3647-A	09/18/03	09/25/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
						Total Displayed = 850.00
***** RAINS FAMILY HEALTHCARE						
022797-02	08/26/03	09/25/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
022797-02	08/27/03	09/25/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
022797-02	07/28/03	09/25/03	22.07	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.07
022797-02	08/26/03	09/25/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
022797-02	08/28/03	09/25/03	22.07	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.07
022797-02	08/28/03	09/25/03	22.07	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.07
022797-02	08/29/03	09/25/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
079121-02	09/16/03	09/25/03	110.00	NON-DEPARTMENTAL	CONTINGENCY	110.00
						Total Displayed = 282.61
***** RODNEY SMITH						
REIMB CELL	09/25/03	09/25/03	42.50	PREC #4 COMMISSIONER	TELEPHONE	42.50
REIMB	09/16/03	09/25/03	98.15	PREC #4 COMMISSIONER	OFFICE SUPPLIES	98.15
						Total Displayed = 140.65
***** R R BOWKER						
R1859765	06/24/03	09/25/03	747.47	PUBLIC LIBRARY	LIBRARY MATERIAL	747.47
						Total Displayed = 747.47
***** RRV RADIOLOGY & PATHOLOGY						
120928	08/02/03	09/25/03	400.25	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	400.25
						Total Displayed = 400.25
***** RUTHERFORD, TAYLOR & CO						
103709	07/30/03	09/25/03	9800.00	NON-DEPARTMENTAL	AUDIT	9800.00
						Total Displayed = 9800.00

invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** ROBERT VITITOW						
REIMB	09/23/03	09/25/03	239.65	COUNTY ATTORNEY	SEMINAR EXPENSE	239.65
					Total Displayed =	239.65
***** SKY BLUE WATER						
29549	09/17/03	09/25/03	12.75	NON-DEPARTMENTAL	CONTINGENCY	12.75
					Total Displayed =	12.75
***** STATE COMPTROLLER						
TRIAL FEES	09/17/03	09/17/03	319.44	NON-DEPARTMENTAL	TRIAL FEES TO STATE	319.44
					Total Displayed =	319.44
***** SCHOLASTIC LIBRARY PUBLISHING						
090803	09/10/03	09/25/03	1479.00	PUBLIC LIBRARY	TOCKER GRANT	1479.00
					Total Displayed =	1479.00
***** SCOTT-MERRIMAN, INC						
23137	09/09/03	09/25/03	183.02	RECORDS MGMT PRESERVAT	RECORDS MANAGEMENT	183.02
					Total Displayed =	183.02
***** SPECIALTY STORE SERVICES, INC						
3796888	08/27/03	09/25/03	84.83	PUBLIC LIBRARY	OFFICE SUPPLIES	84.83
					Total Displayed =	84.83
***** THOMSON-WEST						
804983463	08/31/03	09/25/03	75.00	LAW LIBRARY FUND	LAW LIBRARY	75.00
804976029	08/30/03	09/25/03	369.50	LAW LIBRARY FUND	LAW LIBRARY	369.50
80493557	08/31/03	09/25/03	272.35	LAW LIBRARY FUND	LAW LIBRARY	272.35
804788303	07/31/03	09/25/03	1.55	LAW LIBRARY FUND	LAW LIBRARY	1.55
804788401	07/31/03	09/25/03	114.21	LAW LIBRARY FUND	LAW LIBRARY	114.21
					Total Displayed =	832.61
***** TYLER ASPHALT & GRAVEL CO						
10014022	09/09/03	09/25/03	1868.64	UNIT ROAD & BRIDGE	ROAD MATERIAL	1868.64
10014228	09/22/03	09/25/03	1322.40	UNIT ROAD & BRIDGE	ROAD MATERIAL	1322.40
					Total Displayed =	3191.04
***** THE COMPUTER MAN						
20030543	09/15/03	09/25/03	240.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	240.00
20030534	08/27/03	09/25/03	11852.10	RECORDS MGMT PRESERVAT	RECORDS MANAGEMENT	11852.10
20030549	09/23/03	09/25/03	1809.94	BTH DISTRICT COURT	DIST TRIAL EXPENSE	1809.94
					Total Displayed =	13902.04
***** THE WELDING STORE						
10023455	09/10/03	09/25/03	3467.49	NON-DEPARTMENTAL	CAPITAL	3467.49
					Total Displayed =	3467.49
***** TXU GAS						
JUST CTR	09/08/03	09/25/03	20.31	NON-DEPARTMENTAL	GAS	20.31
AGENT	09/08/03	09/25/03	12.82	NON-DEPARTMENTAL	GAS	12.82
LIBRARY	09/08/03	09/25/03	12.82	PUBLIC LIBRARY	UTILITIES	12.82
					Total Displayed =	45.95
***** UNIVERSAL TIME EQUIPMENT CO						
2358	09/24/03	09/25/03	813.75	NON-DEPARTMENTAL	CAPITAL	813.75
					Total Displayed =	813.75

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** VERIZON						
473-3181	08/19/03	09/12/03	445.40	SHERIFF & JAIL	TELEPHONE	445.40
VET OFF	09/01/03	09/25/03	46.49	NON-DEPARTMENTAL	VETERAN AFFAIRS OFFICER	46.49
DPS	09/04/03	09/25/03	38.68	JUSTICE PEACE	TELEPHONE	38.68
PLO-0014	09/10/03	09/25/03	1.56	COUNTY JUDGE	TELEPHONE	1.56
473-3008	08/19/03	09/25/03	46.17	SHERIFF & JAIL	TELEPHONE	46.17
LIBRARY	09/07/03	09/25/03	30.40	PUBLIC LIBRARY	TELEPHONE	30.40
P&WL	09/13/03	09/25/03	44.73	JUSTICE PEACE	TELEPHONE	44.73
Total Displayed =						653.43
***** VIRGIL MCENTURFF						
REIMB CELL	09/25/03	09/25/03	42.50	PREC #1 COMMISSIONER	TELEPHONE	42.50
Total Displayed =						42.50
***** WASTE MGMT OF PARIS HAULING						
1599150394	09/01/03	09/25/03	385.00	ENVIRONMENTAL ENFORCE	DUMPSTERS	385.00
Total Displayed =						385.00

Grand Total of Displayed \$ 78769.55

FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	56251.26
004	RECORDS MGMT PRESERVATION #2	12035.12
010	UNIT ROAD & BRIDGE	5972.41
034	PUBLIC LIBRARY	3663.15
038	LAW LIBRARY FUND	847.61
TOTAL ALL FUNDS:		78769.55



# COUNTY OF RAINS

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100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



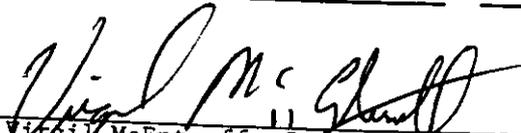
September 25, 2003  
Expense Report Date

SUBJECT: Payment of County Invoices/Warrants

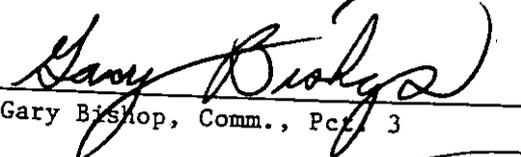
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

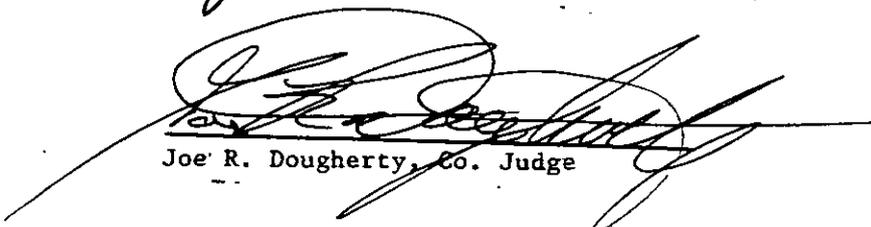
Signed this 25th of September 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

Not Present  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge

**RAINS COUNTY CRIMINAL COURT COSTS  
CRIMINAL FEES FOR OFFENSES OCCURRING  
ON OR AFTER SEPTEMBER 1, 2003 FOR 1/1/04  
\*\*\*\*CLASS A & B MISDEMEANORS\*\*\*\***

Arrest by Sheriff Department

	With Bond	W/O Bond	With Bond <u>Capias</u>	W/O Bond <u>Capias</u>
CO. CLERK (CCP 102.005(a))	40.00	40.00	40.00	40.00
PROSECUTORS (CCP 102.008)	25.00	25.00	25.00	25.00
RECORDS MNGEMT (CCP 102.005 (d))	20.00	20.00	20.00	20.00
SHERIFF'S FEES (CCP 102.011)	20.00	10.00	70.00	60.00
CH SECURITY FEE (102.017)	3.00	3.00	3.00	3.00
ADMINISTRATIVE FEE (CCP 102.072)	2.00	2.00	2.00	2.00
JUDICIAL FUND (STATE)	15.00	15.00	15.00	15.00
CCC	83.00	83.00	83.00	83.00
STANDARD COSTS	208.00	198.00	258.00	248.00

Arrest by D.P.S. P. & W. or Other Agencies

	With Bond	W/O Bond	With Bond <u>Capias</u>	W/O Bond <u>Capias</u>
CO. CLERK (CCP 102.005(a))	40.00	40.00	40.00	40.00
PROSECUTORS (CCP 102.008)	25.00	25.00	25.00	25.00
RECORDS MNGEMT (CCP 102.005 (d))	20.00	20.00	20.00	20.00
SHERIFF'S FEES (CCP 102.011)	15.00	5.00	65.00	55.00
CH SECURITY FEE (102.017)	3.00	3.00	3.00	3.00
ADMINISTRATIVE FEE (CCP 102.072)	2.00	2.00	2.00	2.00
ARREST FEE (OTHER AGENCY)	5.00	5.00	5.00	5.00
JUDICIAL FUND (STATE)	15.00	15.00	15.00	15.00
CCC	83.00	83.00	83.00	83.00
STANDARD COSTS	208.00	198.00	258.00	248.00

\*ADDITIONAL COSTS - AS APPLICABLE

TIME PAYMENT FEE (GC 51.921) (not def. adj. prob) (1/2)	25.00
JUVENILE DELIQUENCY FEE (CCP 102.0171)	5.00
FTA FEE (TC 706)	30.00
VISUAL RECORDING FEE (CCP 102.018)	15.00
DNA (CCP 102.020) (Public Lewdness & Indecent ExP) (90%St)	50.00
BREATH ALCOHOL TESTING (CCP 102.016)	22.50
ADDITIONAL CRT CST TRAFFIC OFFSES (TC 542.403)	3.00
JURY FEE (CCP 102.004)(UPON CONVICTION)	20.00
SHERIFF FOR SUMMON JURY	5.00
WITNESS FEE (SHERIFF)	5.00
STATE TRAFFIC FEE (TC 542.4031)	30.00
EMS TRAUMA FUND (EXCEPT PI/POSS AL IN MV)	100.00

*RAINS COUNTY SHERIFF'S FEES*

SUBPOENAS	\$50.00
SUMMONS	\$50.00
WRIT OF ATTACHMENTS	\$125.00
WRIT OF GARNISHMENTS	\$125.00
WRIT OF SEQUESTRATIONS	\$125.00
WRIT OF EXECUTIONS	\$125.00
ALL OTHER WRITS	\$125.00
DISTRESS WARRANTS	\$50.00
NOTICE BY PUBLICATION	\$50.00
POSTINGS (NOTICES)	\$10.00
TURN OVER ORDER	\$125.00
ORDER OF SALE	\$75.00
TEMPORARY RESTRAINING/PROTECTIVE ORDER	\$50.00
SMALL CLAIMS CITATION	\$50.00
JUSTICE COURT CITATION	\$50.00
ALL OTHER COURTS' CITATIONS	\$50.00
SUBPOENA - CIVIL	\$50.00
POSTINGS	\$25.00
FORCE WRIT DETAINED	\$60.00
NOTICE OF TRUSTEE SALE	\$50.00
PRECEPT TO SERVE	\$50.00
ACCIDENT REPORTS	\$4.00
BURGLARY/THEFT REPORTS	\$4.00

**RAINS COUNTY CONTRACT FOR 911 RURAL ADDRESSING  
MAINTENANCE SERVICES**

**GENERAL INFORMATION**

The following contract is between Rains County (County) and Map Specialists Addressing Group, Inc. (MSAG, Inc.). MSAG, Inc. will provide all services required for maintaining a Rural Addressing database for the County. Regardless of anything herein to the contrary, MSAG, Inc. will do due diligence to assist the County and provide timely services for the County to help obtain funding for the program from the State of Texas. Regardless of anything herein to the contrary, Rains County shall have full ownership of all proprietary interests in the database. MSAG, Inc. shall not release any of the database information (except to the United States Post Office, the telephone company, and the 9-1-1 law enforcement officials as is necessary and reasonable in assimilating and using the database) without the County's written consent.

- **Rural Addressing Project Management Services.**
- **Location of all new driveways in the County.**
- **Interface Services for new addresses with the United States Post Office.**
- **Correct and Maintain 911 Rural Addressing Database.**
- **Postage Notification Services for all new addresses.**
- **Maintenance Services**

This contract is for THE 2004 Fiscal year. Due to the law, a similar contract will be submitted for Court action prior to October 1, 2004.

MSAG, Inc. has tried to list the major duties, which will be performed by Map Specialists Addressing Group, Inc. (MSAG, Inc.) that is required to maintain the Rural Addressing database. However some duties may need to be added as time progresses. If these items are identified and are substantially outside the areas covered by this contract, MSAG, Inc. and the County will negotiate any necessary fee on an item by item basis.

**I. Rural Addressing Project Management Services – This deliverable will cover duties of a 911 Coordinator.**

1. Assist and coordinate activities with the East Texas Council of Governments and the Commission for State Emergency Communication.
2. Prepare reports and all Requests for Reimbursements from the State ACSEC.
3. Prepare the County's Address Maintenance Plan for Court approval.
4. Upon review and consultation with the Commissioner's Court, present detailed addressing methods for their implementation.

5. Prepare and present detailed project progress and financial reports for the Commissioner's Court when requested or required.

## **II. Location of all New Driveways in the County**

1. Drive and locate all new driveways pertaining to accepted project standards. Assign these driveways addresses based on the same standards.
2. Input information into graphical database relating the driveways to applicable County or Private roads.

## **III. Interface Services for new addresses with the United States Post Office**

1. Responsible for all contact with individual Postmasters within the County.
2. Establish working relationship for all new addresses assigned in the County and method of notification.
3. When addresses are assigned which change the existing MSAG, contractor is responsible for providing information to ETCOG for delivery to the phone companies.

## **IV. Correct and Maintain the 911 Rural Addressing Database**

1. Use project addressing standards and road inventory information to assign new 911 addresses to all identified driveways and structures.
2. Input information into database and graphical software.
3. Maintain the Statewide Database with Intrado.
4. Any information impacting the telephone msag will be provided to ETCOG as soon as possible for purposes of updating the County's telephone database.

## **V. Postage Notification Services for New Addresses**

1. Responsible for developing notification procedure and letters for building database information.
2. Annual postage costs for new addresses assigned by MSAG, Inc. will be included in the contract costs.

## **VI. Maintenance Services**

1. Provide daily maintenance services for the County.
2. Will include interface to Post Office, East Texas Council of Governments, and Telco's for additional database information.
3. Correction of existing addressing errors in both the telephone database and the State database from Intrado.
4. Notify ETCOG of any all new subdivisions, new roads, and extensions of existing county/private roads and new address assignments. This will

allow them to provide this information to the telephone companies, which will update the database information available to the Sheriff's Office.

**Equipment – 911 Hardware and Software**

Currently, MSAG, Inc. provides the hardware and software for the maintaining of the County's 911 database. We are in the process of converting all the software to a new database for the purpose of preparing the County for the Mapped ALI project pending for this region. **We are providing this conversion work as a part of this maintenance contract.**

**Payment Services**

Based on the deliverables shown above the annual cost for this contract will be \$ 22,000.00 plus recoverable items as outlined in the Address Maintenance Plan . This contract will be paid on a BI-weekly basis as shown below.

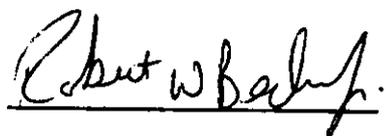
**Base Contract**

This portion of the payment is the bulk of the work described above. The annual contract price is \$ 22,000.00 and payments are made on a BI-monthly basis. MSAG, Inc. will invoice the County on a BI-monthly basis unless the County would prefer other methods of payment.

**General Terms and Conditions**

1. It is agreed that written notice from either party to the other addressed and mailed certified or registered mail to the other party's address shall be the required method of notice between MSAG, Inc. and Rains County.
2. It is agreed and acknowledged by the parties that all the computer equipment and software purchased by Rains County and all the databases created by this Agreement shall be and remain the property of Rains County.
3. This Agreement constitutes the sole and only Agreement of the parties hereto and amends the previously agreed to work.
4. The County shall provide reasonable law enforcement protection for MSAG, Inc. and its employees when requested as when reasonably needed when performing the duties under this contract of on spot gathering information.
5. MSAG, Inc. shall maintain all data in the database as purely confidential information.

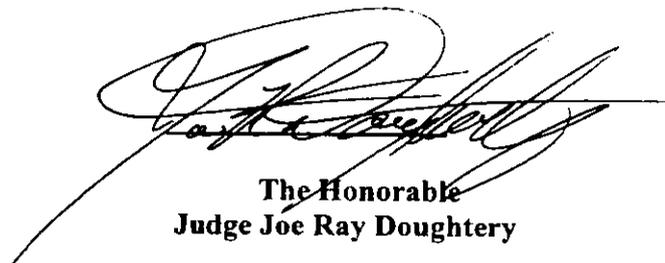
MSAG, INC.



Robert W. Bednar Jr.  
Vice President

Dated: 9/30/03

RAINS COUNTY



The Honorable  
Judge Joe Ray Doughtery

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VOL. 039 PAGE 0622

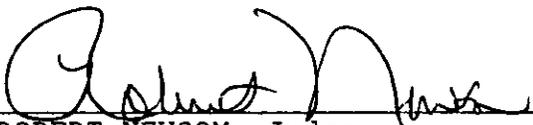
IN THE 8TH JUDICIAL DISTRICT OF TEXAS

O R D E R

IT IS HEREBY ORDERED that, effective fiscal year 2004, the pro rata salary of the Certified Shorthand Reporter for the 8th Judicial District Court of Rains County, Texas, is hereby fixed at eight thousand eight hundred eighty-one dollars per annum, (\$ 8,881.00) which salary shall be paid by the Commissioners Court of the County of Rains out of such funds as are or may be provided by law.

THIS ORDER SHALL be copied into the Civil Minutes of the 8th Judicial District Court of Rains County, and a certified copy of this Order shall be furnished by the District Clerk of Rains County to the Commissioners Court of Rains County, to be copied into the Minutes by the Clerk of the Commissioners Court of said county. Said Order shall be authority for the Honorable Commissioners Court of Rains County to pay the salary in the amount and manner herein provided.

WITNESS MY HAND OFFICIALLY this 27 day of August, 2003.

  
ROBERT NEWSOM, Judge  
Eighth Judicial District Court

FILED FOR DEWARD  
03 AUG 29 11:10:01  
RAINS COUNTY, TEXAS  
BY: [Signature] CLERK

I, DEBORAH TRAYLOR, DISTRICT CLERK, do hereby certify that the above and foregoing is a true and correct copy of ORDER as placed on file in my office on AUGUST 29, 2003 and of record in Vol. 45 Page 754 of the CIVIL Records of Rains County, Texas. WITNESS MY HAND AND SEAL OF OFFICE this the 29 day of AUGUST, 2003.



  
Deborah Traylor, District Clerk

COMMISSIONERS' COURT  
Rains County

Notice of Open Meeting  
Special Session  
Rains County Courthouse, Emory, Texas  
September 30, 2003, 9:00a.m.

ACTIONABLE AGENDA

Discuss and take necessary action on the following items:

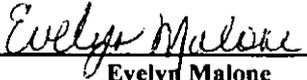
1. <sup>1A</sup>~~DOS~~ Expenditures from capital. (Court)
2. <sup>1A</sup>~~62~~ Payment of accounts. (Court)
3. <sup>NA</sup> Line item transfers, if applicable. (Court)
4. <sup>1A</sup>~~299~~ Setting of Justice of the Peace fees, if applicable. (Court)
5. <sup>NA</sup> Budget amendment. (Court)
6. <sup>1B</sup>~~133~~ Personnel Policy & Procedures workshop. (Court)

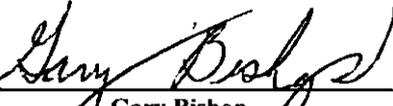
EXECUTIVE SESSION

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
\_\_\_\_\_  
Virgil McEnturff  
Commissioner Precinct 1  
September 26, 2003

  
\_\_\_\_\_  
Evelyn Malone  
Commissioner Precinct 2  
September 26, 2003

  
\_\_\_\_\_  
Gary Bishop  
Commissioner Precinct 3  
September 26, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**SEPTEMBER 30, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENEED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON TUESDAY, THE 30TH DAY OF SEPTEMBER, 2003, AT 9:00A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON TUESDAY, SEPTEMBER 30, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:10 A.M. ON TUESDAY, THE 30TH DAY OF SEPTEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY COMMISSIONER GARY BISHOP.

WITH JUDGE JOE RAY DOUGHERTY BEING ABSENT, THERE WAS A QUORUM

1. Tape 1A 005 THE MATTER OF *EXPENDITURES FROM CAPITAL* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO PAY DUKO OIL THE SUM OF \$3,500.00 FOR THE TANKS AS FOLLOWS: 5 - 500 GALLON, 2 - 300 GALLON AND 1 - 10000 SKID.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO PURCHASE A DIKE CONTAINER FROM SMITH TANK & EQUIPMENT COMPANY FOR THE SUM OF \$1,000.00 TO BE USED ON THE TANK LOCATED AT THE SHERIFF'S DEPARTMENT<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

4. Tape 1A 299 THE MATTER OF *SETTING OF JUSTICE OF THE PEACE FEES* CAME TO THE ATTENTION OF THE COURT.

---

<sup>1</sup>SMITH TANK & EQUIPMENT COMPANY QUOTATION DATED 9/23/03  
SEPTEMBER 30, 2003 COMMISSIONERS' COURT

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ADOPT THE JUSTICE OF THE PEACE FEES AS SET BY THE STATE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

2. Tape 1A 621 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE PAYMENT OF ACCOUNTS<sup>2</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:10 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:20 A.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT JUDGE JOE RAY DOUGHERTY.

6. Tape 1B 133 THE MATTER OF PERSONNEL POLICY & PROCEDURES WORKSHOP CAME TO THE ATTENTION OF THE COURT.

AT 12:03 P.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL

---

<sup>2</sup>COMMISSIONERS COURT REGISTER DATED 9/29/03

MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS FOR LUNCH.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

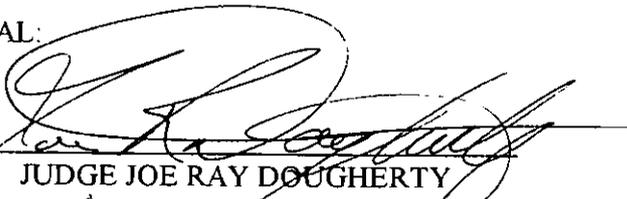
THE COURT RECONVENED IN OPEN COURT AT 1:25 P.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT JUDGE JOE RAY DOUGHERTY.

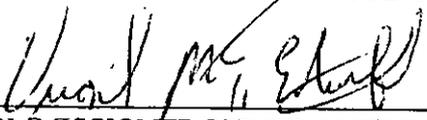
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

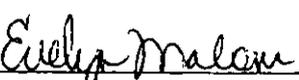
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 4:30 P.M., COMMISSIONER GARY BISHOP DECLARED COMMISSIONERS' COURT ADJOURNED.

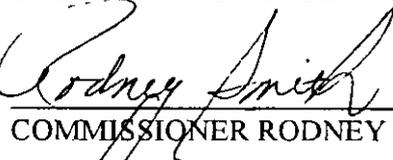
STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

  
COMMISSIONER RODNEY SMITH

ATTEST:  
  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 13th DAY OF November, 2003.

VOL. 039 PAGE 0628



**Smith Tank & Equipment Company**

P.O. Box 2014 Tyler, Texas 75710

903-597-5541 800-826-5663

FAX: 903-595-6804

E-mail: tankone@gower.net

Website: www.smithtank.com

9887 Highway 271 North Tyler, TX 75708

---

*Quality Tanks Since 1929*

**FAX COVER SHEET**

**Date: *September 23, 2003***

**Total Pages: 3**

**To: *Virgil McEnturff***

**Co: *Rains County***

**Phone: *903-243-2886***

**Fax: *903-473-4298***

**From: *Alan Honeycutt***

**Phone: *800-826-5663 OR 903-597-5541***

**FAX: *903-595-6804***

**Message:**

***Quotation follows for (3) 1000 gallon UL142 skid tank with pump & containment dike. Thank you for your inquiry!***

***Sincerely,***



# TANK & EQUIPMENT CO.

P. O. Box 2014 Tyler, TX 75710-2014  
Toll Free: 1-800-TANK-ONE  
Phone: 903-597-5541 Fax: 903-595-6804  
E-Mail: tankone@gower.net

September 23, 2003

**Mr. Virgil McEnturff**  
Rains County  
P.O. Box 158  
Emory, Texas 75440

**SUBJECT: (3) 1000 Gallon Horizontal UL142 Skid Tank w/Dike & Pump**

Dear Mr. McEnturff,

We are pleased to quote on the subject tanks as follows:

(3) 1000 gallon horizontal UL142 skid tank 48" diameter X 11'-2" long made from 10 gage A36 mild steel. Heads are flat & flanged. Tank is mounted on (2) fabricated 12 gage skid rails that run the full length of tank. Skid has angle iron crossmembers.

**Tank fittings are as follow:**

- 1 - 4" threaded pipe nipple on top (emergency vent)
- 4 - 2" threaded weld flanges on top (fill, pump suction, normal vent, & spare)
- 1 - UL142 label on front end head

**The following accessories are installed:**

- 1 - 4" Morrison #244 emergency vent
- 1 - 2" Morrison #354 normal vent w/nipple
- 1 - 2" Morrison #179 fillcap
- 1 - 2" pipe plug in spare opening
- 1 - Tuthill FR701, 115VAC pump w/meter, 3/4" X 12' hose , & automatic nozzle
- 1 - 1" X 45" Sch. 40 steel suction pipe
- 1 - Goldenrod #595 fuel filter & fittings

Tank interior is bare steel. Exterior is primed red oxide and painted white enamel.

**PRICE OF TANK F.O.B. OUR PLANT IN TYLER, TEXAS.....\$1,900.00 EACH**

\*\*\*\*\*

We are pleased to quote on the subject containment dike as follows:

(3) 1100+ gallon steel containment dike 2'-6" deep X 5'-0" wide X 12'-0" long made of 10 gage mild steel. The top edge is reinforced all around with angle iron and a 1" drain opening with pipe plug is located near one corner at the bottom. Lift lugs are included. Dike is mounted on channel supports. Interior & exterior are primed with red oxide and painted white enamel.

**PRICE OF DIKE F.O.B. OUR PLANT IN TYLER, TEXAS.....\$1,000.00 EACH**

ASME Code Qualified

*Quality fabricators of Food, Chemical, Petroleum & Water Tank Systems in carbon steel, stainless steel & aluminum*



**OPTION #1:** Add for sloped rain shields added to tank sides & ends.....\$500.00 PER UNIT

*Prices do not include any applicable taxes.*

**TERMS:** Net 10 days

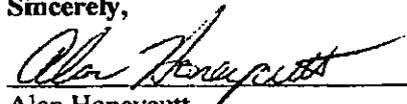
**DELIVERY:** 2-3 weeks

**CONDITIONS:** The foregoing price is based on your acceptance within 30 days after receipt of quote. Smith Tank & Equipment Company shall not be held liable for failure to meet quoted delivery if our failure is due to an act of God, fire, strike, floods, government, or any cause beyond our control, provided we give written notice of such cause to you immediately upon the happening of such cause, and request definite extension of the contract.

**WARRANTY:** One (1) year limited warranty on materials and workmanship provided by Smith Tank. Warranty on products furnished by others is as warranted by the manufacturer. Smith Tank assumes no liability for any consequential or contingent damages of any kind arising from any defects in material or in workmanship. Smith Tank shall have no obligation under the warranty unless notified in writing within seven (7) days from the date defect is discovered.

Thank you for the opportunity of quoting on your tank requirements.

Sincerely,

  
\_\_\_\_\_  
Alan Honeycutt

INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** AFLAC INSURANCE	09/26/03	09/26/03	923.84	GENERAL FUND	PAYROLL INSURANCE PAYABLE	923.84
					Total Displayed =	923.84
***** ALBA-GOLDEN CREDIT UNION XX	09/26/03	09/26/03	520.00	GENERAL FUND	CREDIT UNION	520.00
					Total Displayed =	520.00
***** BLAKE ELECTRIC XX	09/24/03	09/30/03	1980.00	MAINTENANCE	BLDG. MAINT	1980.00
					Total Displayed =	1980.00
***** COLUMIAL LIFE & ACC INS CO INSURANCE	09/29/03	09/29/03	143.42	GENERAL FUND	PAYROLL INSURANCE PAYABLE	143.42
					Total Displayed =	143.42
***** CROSS COUNTRY COMMUNICATIONS XX	09/30/03	09/30/03	3335.00	NON-DEPARTMENTAL	CAPITAL	3335.00
					Total Displayed =	3335.00
***** DESK TOP 17527	09/19/03	09/30/03	99.66	DISTRICT CLERK	OFFICE SUPPLIES	99.66
					Total Displayed =	99.66
***** ELECTRONIC FEDERAL TAX PMT SYS WH-SS	09/26/03	09/26/03	9534.36	GENERAL FUND	PAYROLL W/H PAYABLE	2425.98
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6844.73
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Displayed =	9534.36
***** EAST TEXAS MEDICAL CENTER 28519908	09/17/03	09/30/03	446.19	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	446.19
					Total Displayed =	446.19
***** HOPKINS CO MEMORIAL HOSPITAL						
3384166	08/01/03	09/30/03	1933.44	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	1933.44
8430639	09/13/03	09/30/03	147.20	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	147.20
8431280	09/13/03	09/30/03	593.24	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	593.24
8391500	08/08/03	09/30/03	150.56	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	150.56
8426884	09/09/03	09/30/03	92.13	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	92.13
					Total Displayed =	2916.57
***** LORD ABBETT - 457 PLAN DEF COMP	09/26/03	09/26/03	398.78	GENERAL FUND	DEFERRED COMP.	398.78
					Total Displayed =	398.78
***** LIFE INVESTORS INSURANCE CO INSURANCE	09/29/03	09/29/03	156.50	GENERAL FUND	PAYROLL INSURANCE PAYABLE	156.50
					Total Displayed =	156.50
***** NACO CLEARING ACCOUNT DEF COMP	09/26/03	09/26/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
					Total Displayed =	10.00
***** RAINS FAMILY HEALTHCARE						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
022797-02	09/03/03	09/30/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
022797-02	09/03/03	09/30/03	19.15	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	19.15
022797-02	09/03/03	09/30/03	19.15	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	19.15
022797-02	09/03/03	09/30/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
022797-02	09/03/03	09/30/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
Total Disbursed =						118.10
-----						
****	TEXAS ASSOCIATION OF COUNTIES					
	MALONE	09/29/03	50.00	PREC #2 COMMISSIONER	SEMINAR EXPENSE	50.00
Total Disbursed =						50.00
-----						
****	THE TAWAKONI NEWS					
	XX	09/25/03	63.41	NON-DEPARTMENTAL	PUBLICATIONS	63.41
Total Disbursed =						63.41
-----						
****	UNIVERSAL TIME EQUIPMENT CO					
	2358	09/24/03	813.75	NON-DEPARTMENTAL	CAPITAL	813.75
Total Disbursed =						813.75
-----						
****	WOOD COUNTY TREASURER'S OFFICE					
	PRIS MEOS	09/24/03	1115.37	NON-DEPARTMENTAL	CAPITAL	1115.37
Total Disbursed =						1115.37
-----						
****	WASTE MGMT OF PARIS HAULING					
	XX	09/30/03	770.00	ENVIRONMENTAL ENFORCE	DUMPSTERS	770.00
Total Disbursed =						770.00

Grand Total of Disbursed \$ 23394.95

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FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	23131.30
010	UNIT ROAD & BRIDGE	263.65
TOTAL ALL FUNDS:		23394.95

---



# COUNTY OF RAINS

100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



September 30, 2003  
Expense Report Date

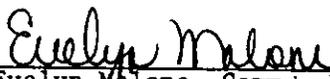
SUBJECT: Payment of County Invoices/Warrants

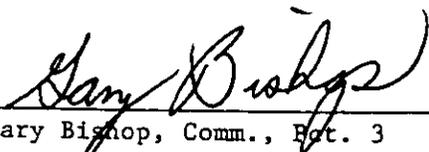
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

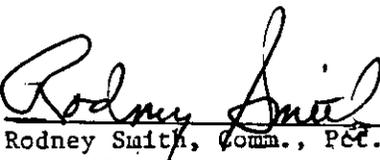
<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

Signed this 30th of September 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

Joe R. Dougherty, Co. Judge

**COMMISSIONERS' COURT  
Rains County**

**Notice of Open Meeting  
Regular Session  
Rains County Courthouse Annex, Emory, Texas  
October 9, 2003, 9:00a.m.**

**OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)**

**ACTIONABLE AGENDA  
Discuss and take necessary action on the following items:**

**SECTION I.  
COMMITTEE & DEPARTMENT REPORTS**

- 1. <sup>1A</sup>~~600~~ Road & Bridge Department:
  - 1A ~~060~~ a.) Open sealed bids. (Court)
  - 1A ~~075~~ b.) Status of roads & bridges for Rains County. (Jones)
  - 1A \_\_\_\_ c.) Items for auction. (McEnturff)
- 2. ~~600~~ Litter Abatement & On Site Sewage Facility Reports. (Roland)
  - \_\_\_\_ a.) Recycling Report

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

- 1. <sup>1B</sup>~~150~~ Payment of accounts.
- 2. ~~NA~~ Line item transfers, if applicable.
- 3. ~~NA~~ Budget amendments, if applicable.
- 4. <sup>1B</sup>~~171~~ Treasurer's Monthly/Quarterly Reports. (Northcott)
- 5. ~~NA~~ Minutes of previous Commissioners Court meetings.
- 6. <sup>1B</sup>~~175~~ District Clerk monthly report. (Traylor)
- 7. <sup>1B</sup>~~124~~ County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

- 1. ~~NA~~ County Wide Emergency Management Plan
- 2. ~~NA~~ Subdivision Regulations

(Section 3 Continued)

COMMISSIONER VIRGIL MCENTURFF-PCT. 1

3. NA Records Management

4. NA Records Preservation

COMMISSIONER EVELYN MALONE-PCT. 2

5. NA Personnel Policy and Procedures (County Wide)

a.) NA Workshop

6. NA GASB-34

COMMISSIONER GARY BISHOP-PCT. 3

7. NA Safety Coordinator (County Wide)

a.) NA Ground Safety Reports.

b.) NA DOT Inspections.

8. NA Courthouse Renovation

9. NA Facilities Maintenance

a.) NA Courthouse security.

COMMISSIONER RODNEY SMITH-PCT. 4

10. NA LAN Implementation

11. NA County Computer Networking System

a.) \_\_\_\_\_ Hardware & Software

1.) \_\_\_\_\_ Purchase & installation of hardware & software for network.

b.) \_\_\_\_\_ Wiring of Facilities

12. NA County Website Update & Expansion

SECTION IV.  
GENERAL COURT ITEMS

<sup>18</sup>  
1. 567 Select county depository (Court)

<sup>18</sup>  
2. 630 Blanket Bonds for Recon. (Court)

3. NA Hockley County Land. (M: Esturff)

<sup>18</sup>  
4. 075 Library Personnel/Staffing. (Court)

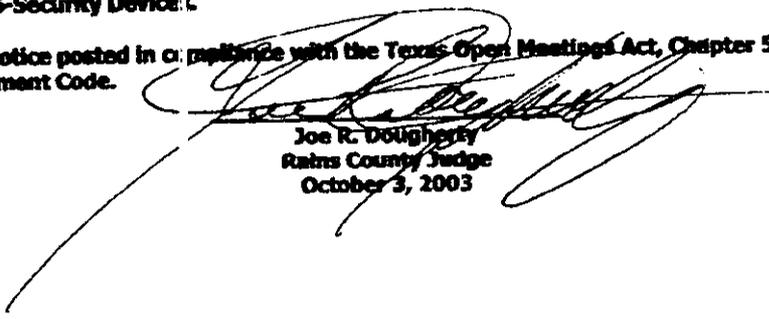
<sup>18</sup>  
5. 634 Deputy for Sheriff's Department as presented by Richard Wilson. (Court)

<sup>18</sup>  
6. 742 Resolution consenting to the sale of property in which sufficient bids were not received at tax sales. (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prespective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
October 3, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

OCTOBER 9, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENEED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 9TH DAY OF OCTOBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, OCTOBER 9, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:00 A.M. ON THURSDAY, THE 9TH DAY OF OCTOBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

WITH COMMISSIONER VIRGIL MCENTURFF BEING ABSENT, THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

GRADY BUCK ADDRESSED THE COURT REGARDING TAX DISCOUNTS.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 060 THE MATTER OF *OPEN SEALED BIDS* CAME TO THE ATTENTION OF THE COURT.

JUDGE JOE RAY DOUGHERTY OPENED SEALED BIDS:

***BC SAND, GRAVEL & EXCAVATION*<sup>1</sup>, FLEX BASE HAULING**

***J. M. STONE*<sup>2</sup> ROAD BASE HAULING**

***LITTLE SAND & GRAVEL, INC.*<sup>3</sup> FLEX BASE HAULING**

***ARMOR MATERIALS*<sup>4</sup> - FLEXIBLE BASE, SCREENINGS / HAULING**

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<sup>1</sup>BC SAND, GRAVE & EXCAVATION BID AND LETTER FROM RAINS COUNTY

<sup>2</sup>J. M. STONE BID AND LETTER FROM RAINS COUNTY

<sup>3</sup>LITTLE SAND & GRAVEL, INC. BID AND LETTER FROM RAINS COUNTY

<sup>4</sup>ARMOR MATERIALS BID AND LETTER FROM RAINS COUNTY

**ROCK SOLID CRUSHED STONE<sup>5</sup> - FLEX BASE / HAULING**

**DIKE CONTRACTORS<sup>6</sup> - SEAL COATING**

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ACCEPT<sup>7</sup> THE BID FROM ROCK SOLID CRUSHED STONE ON BOTH THE ROCK AND HAULING.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THE BID ON SEAL COAT FROM DIKE CONTRACTORS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.b. Tape 1A 275 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>8</sup>.

I. 2. Tape 1A 600 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>9</sup>.

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<sup>5</sup> ROCK SOLID CRUSHED STONE BID AND LETTER FROM RAINS COUNTY

<sup>6</sup>DIKE CONTRACTOR BID AND LETTER FROM RAINS COUNTY

<sup>7</sup>APPROVAL AND ACCEPTANCE FROM RAINS COUNTY TO ROCK SOLID CRUSHED STONE

<sup>8</sup>COMPLETED WORK FOR 09/22/2003 THROUGH 10/03/2003, AVIS JONES

<sup>9</sup>ENVIRONMENTAL ENFORCEMENT REPORT 2002/2003 BUDGET YEAR

IV. 5. Tape 1A 634 THE MATTER OF *DEPUTY FOR SHERIFF'S DEPARTMENT AS PRESENTED BY RICHARD WILSON* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE A DEPUTY POSITION FOR THE SHERIFF'S DEPARTMENT WITH THE FUNDS TO BE TRANSFERRED FROM CAPITAL TO SALARIES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape 1B 075 THE MATTER OF *LIBRARY PERSONNEL/STAFFING* CAME TO THE ATTENTION OF THE COURT.

A MOTION BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE A PART TIME REGULAR EMPLOYEE FOR THE LIBRARY FOR 12 MONTHS NOT TO EXCEED \$6,633.00.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:20 A.M., A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:35 A.M. WITH ALL MEMBERS OF THE COURT PRESENT, EXCEPT COMMISSIONER VIRGIL MCENTURFF.

II. 1. Tape 1B 150 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>10</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 4. Tape 1B 171 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THE TREASURER'S MONTHLY/QUARTERLY REPORTS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 1. Tape 1B 567 THE MATTER OF *SELECT COUNTY DEPOSITORY* TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 2 Tape 1B 630 THE MATTER OF *BLANKET BONDS FOR RECORDS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE BLANKET BONDS

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<sup>10</sup>COMMISSIONERS COURT REGISTER DATED 10/10/03

FOR EACH POSITION PER OFFICE<sup>11</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 6 Tape 1B 742 THE MATTER OF *RESOLUTION CONSENTING TO THE SALE OF  
PROPERTY IN WHICH SUFFICIENT BIDS WERE NOT RECEIVED AT TAX SALES* CAME TO  
THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY  
SECONDED BY COMMISSIONER GARY BISHOP TO ACCEPT THE BID ON THE TAX  
PROPERTY PREVIOUSLY STRUCK OFF AT TAX FORECLOSURE SALE AND TO  
APPROVE THE RESOLUTION<sup>12</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED  
BY COMMISSIONER RODNEY SMITH TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

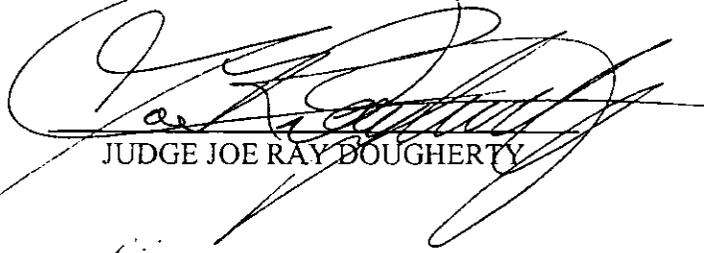
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 11:30  
A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

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<sup>11</sup>THE BONDS ARE FILED IN THE OFFICIAL BOND AND PERFORMANCE  
RECORDS LOCATED IN THE CLERK'S OFFICE

<sup>12</sup>LETTER DATED SEPTEMBER 30, 2003 FROM M. ELIZABETH VAUGHN AND  
RESOLUTION 10-9-03

STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY



COMMISSIONER VIRGIL MCENTURE



COMMISSIONER EVELYN MALONE



COMMISSIONER GARY BISHOP



COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 24<sup>th</sup> DAY OF November 2003.

**BC Sand, Gravel & Excavation**  
P. O. Box 404  
Point, TX 76472-0404  
Ph: 903-662-4428 or Cellular: 903-268-1204

**BID for Hauling Flex Base to Rains County**  
**For the fiscal year 2003-2004**  
**As stated on your public notice for receipt of Sealed Bids on October 6, 2003**

**Our bid is for hauling Flex Base to Rains County Road & Bridge Dept. from any Materials supplier for \$3.59 per ton.**

Our TX DOT #005703415C  
We are insured by Progressive Insurance Co. and bonded by Farm Bureau Affiliate  
A copy of our Certificate of Insurance is enclosed and has been mailed to Rains County Road & Bridge Dept. as of 9/29/2003

Thank you for your consideration.

Ben W. DePue *Ben*  
Owner  
BC Sand, Gravel & Excavatuib  
Date: October 2, 2003

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Progressive Insurance  
Commercial Vehicle Division  
6300 Webster Mills Road  
Mayfield Village, OH 44143  
800-444-4487



Policy number: 01570582-3  
September 29, 2003  
Page 1 of 2

### Certificate of Insurance

Certificate Holder	Insured	Agent
B C SAND & GRAVEL PO BOX 404 PO NT, TX 75472	B C SAND & GRAVEL PO BOX 404 PO NT, TX 75472	PROGRESSIVE PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Sep 29, 2003      Policy Expiration Date: Mar 29, 2004

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$750,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$20,000/\$40,000
Uninsured Motorist Property Damage	\$15,000 w/\$250 Ded

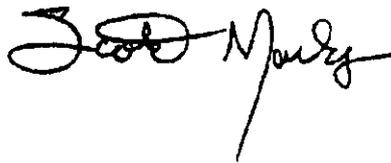
#### Description of Location/Vehicles/Special Items

Scheduled autos only		
1991 INTERNATIONAL DUMP TRUCK 2HSFHA5RXM C052953		Stated Amount: \$15,000
Fire and Theft w/ CAC	\$1,000 Ded	
Collision	\$1,000 Ded	
1975 WISCONSIN T LT TRLR 5476		
1984 SHOP BUILT DUMP TRLR DTCH 828065		Stated Amount: \$4,500
Fire and Theft w/ CAC	\$1,000 Ded	
Collision	\$1,000 Ded	

**Certificate number**

27203163582

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



**PUBLIC NOTICE**

The Rains County Commissioners Court will be accepting SEALED BIDS for the fiscal year 2003-2004 until 11:00 A.M. October 06, 2003 for the following:

1. Flex Base meeting TXDOT Specifications- Delivered and FOPB @ plant
2. Hauling Flex Base.
3. Seal Coating with Crushed Rock- Prime Coat with MC-30 @ .25 gallons per sq. yard- Seal Coat with AC- 10 or MC- 3000 @ .30 per sq. yard. Immediate covering with aggregate. Please give price for one mile of road, 16 feet wide. Asphaltic materials shall be applied on a clean surface with an approved type of self-propelled, pressure distributor so operated as to distribute the material in a quality selected, evenly and smoothly, under a pressure necessary for proper distribution. Asphalt distribution shall be calibrated according to standards established by the State of Texas. Certificate of calibration is required. Chip spreader must have a self-propelled spreader for even distribution of rock. The contractor shall provide facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

All these bid items for materials or placements must meet TXDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by an independent laboratory, any or all loads delivered. If the product fails testing, Rains County has the right to refuse to pay for the unsatisfactory load or loads and it charge the cost of testing to the supplier of the failed products.

The vendor or contractor will be required to replace at his expense any product or materials which prove defective within six (6) months following application.

All bidders must have an up to date Certificate of Insurance filed with Rains County.

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**Page 2**

**SEALED BIDS will be opened on October 09, 2003 at the regular Rains County Commissioners Court Meeting.**

**SEALED BIDS shall be mailed to the Rains County Judge, P.O. Box 158, Emory, Texas 75440 or hand-delivered to the Rains County Judges' Office.**

**Bid prices shall be good from 10-01-03 through 09-30-04. Rains County Commissioner Court reserves the right to accept or reject any or all bids.**

**Any questions should be directed to the Rains County Road and Bridge Administrator, Avis Jones @ 903-473-8783.**

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**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

**STATE OF TEXAS  
COUNTY OF**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Libby Schroeder, who, after being by me duly sworn did depose and say: "I Libby Schroeder, am a duly authorized officer of/agent for (Firm Name) Rock Solid Crushed Stone, Inc. and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

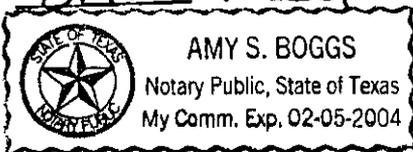
Rock Solid Crushed Stone, Inc 903-587-3311 or 903-587-3448  
Name of Firm Phone Number  
(106. W. Cottonwood )

PO. Box 1080 Leonard Texas 75452  
Street Address City State Zip

Libby Schroeder Vice President / owner  
Name (Typed or Printed) Title

[Signature]  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 24th day of September, 2003.

 AMY S. BOGGS  
Notary Public, State of Texas  
My Comm. Exp. 02-05-2004

[Signature]  
Notary Public

\*\*\*\*\*

Page 2

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**APPROVAL AND ACCEPTANCE BY RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract for the purchase of \_\_\_\_\_ by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Judge or Presiding Officer

**Bid Proposal**

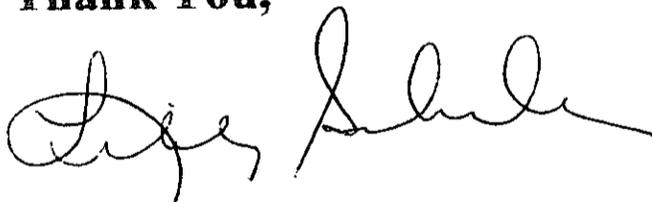
**Rock Solid Crushed Stone  
P.O. Box 1080  
Leonard, TX 75452  
903-587-3311 (Fax) 903-587-3311**

**Flex Base \$6.00 at plant located at FM  
429- Terrell, Texas.**

**Hauling Flex Base from Rock Solid to Rains  
County haul only \$3.29**

**The proposed price for the Flex Base and the haul  
of the materials from Rock Solid to Rains County  
is \$9.29 a ton delivered.**

**Thank You,**



**Libby Schroeder**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID PN DATE 07/21/03

**PRODUCER**  
 Leading Edge Financial Group  
 90 Washing Valley Road  
 Bedminster, NJ 06954  
 PHONE NO. FAX:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

A Leading Edge Insurance Group

COMPANY

B

COMPANY

C

**INSURED**  
 American Staff Resources  
 2100 McKinney Avenue, Suite 1700  
 Dallas, TX 75201

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTORS PROT				GENERAL AGGREGATE \$ _____ PRODUCTS-COMP/OP AGG \$ _____ PERSONAL & ADV INJURY \$ _____ EACH OCCURANCE \$ _____ FIRE DAMAGE (ANY ONE FIRE) \$ _____ MED EXP (ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: \$ _____ EACH ACCIDENT \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURANCE \$ _____ AGGREGATE \$ _____
A	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL	PEO00005	06/30/2003	06/30/2004	WC STATUTORY LIMITS X OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/  
 COVERAGE APPLIES TO ONLY THOSE EMPLOYEES LEASED TO BUT NOT SUB CONTRACTORS OF:

**Client: Rock Solid Crushed Stone, Inc. Effective: 06/30/2003**

Coverage is provided for all classifications and codes approved for the policy for employees leased to Rock Solid Crushed Store, Inc., P O Box 1080, Leonard, TX 75452.

**CERTIFICATE HOLDER**

*Rock Solid Crushed Store, Inc*  
 P O Box 1080  
 Leonard, TX 75452

Fax: (903) 587-1023

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

POLICY NUMBER: NC250839

Effective Date: 03/15/2003

12:01 A.M. Standard Time

LIMITS OF INSURANCE	
General Aggregate Limit (Other Than Products/Completed Operations)	\$ <u>1,000,000</u>
Products/Completed Operations Aggregate Limit	\$ <u>INCLUDED</u>
Personal and Advertising Injury Limit	\$ <u>1,000,000</u> Any One Person Or Organization
Each Occurrence Limit	\$ <u>1,000,000</u>
Damage To Premises Rented To You Limit	\$ <u>100,000</u> Any One Premises
Medical Expense Limit	\$ <u>5,000</u> Any One Person

**BUSINESS DESCRIPTION AND LOCATION OF PREMISES**

FORM OF BUSINESS:  Individual  Joint Venture  Partnership  Organization (Other than Partnership or Joint Venture)

BUSINESS DESCRIPTION: ROCK QUARRY

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:  
429 N. QUINLAN, TX 12 MILES E. OF HWY 80 ON LEFT

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASE	RATE		ADVANCE PREMIUM
				PR/CO	All Other	
# 98555 - Quarries (Products Completed Operations are subject to the General Aggregate Limit)		P	358,000	INCLUDED	25.159	INCLUDED 9,007
# 49950 - Additional Interest (Products Completed Operations are subject to the General Aggregate Limit)		T	3 EACH	INCLUDED	75.000	INCLUDED 225
# -						
# -						

\* PREMIUM BASE SYMBOLS      a = Area (per 1,000 square feet of area)      c = Total Cost (per \$1,000 Total Cost)  
 m = Admissions (per 1,000 Admissions)      p = Payroll (per \$1,000 of Payroll)      s = Gross Sales (per \$1,000 Gross Sales)  
 t = See Classification      u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART      \$      9,232

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy:  
 Refer to S902 (12/98) Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
 Copyright Insurance Services Office, Inc. 1983, 1984

**QUALIFICATIONS FOR**

**J. M. STONE**

**P. O. Box 25**

**Emory, Texas 75440-0025**

**903 473-2514**

**INSURANCE & PERMITS**

- \*\* Liability ..... One Million Dollars
- \*\* Private Property Damage ..... One Million Dollars

**PERMITS TO HAUL FOR HIRE**

- \*\* U.S. DOT ..... 981127
- \*\* TEXAS DOT ..... 005630846C
- \*\* FEDERAL MOTOR CARRIER ..... MC414577

**FUEL PERMITS**

- \*\* IFTA (TEXAS & OKLAHOMA) ..... 2459702658-2

**OVER WEIGHT PERMITS**

- \*\* CAN HAUL LEGAL TO ALL FOUR (4) PRECINCTS  
ON LOAD LIMIT ROADS

**I HAVE HAULED MATERIAL FOR THE RAINS COUNTY ROAD AND BRIDGE FOR THE PAST TWO (2) YEARS.**

**I CAN MEET (AND HAVE MET) ALL THE NEEDS CONCERNING THE HAULING OF ROAD BASE MATERIAL.**

**SINCE I HAVE BEEN IN CHARGE OF THE HAULING FOR RAINS COUNTY, I HAVE CORRECTED THE POOR QUALITY OF MATERIALS DELIVERED. I CONTINUE TO CONTROL THE DELIVERY OF GOOD QUALITY MATERIALS.**

**I LIVE IN RAINS COUNTY AND I AM AVAILIABLE WHEN NEEDED.**

*J. M. Stone*  
J. M. STONE

MY BID IS \$3.45 Ton

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/28/2003

**PRODUCER**  
Beverly Onley Insurance Agency  
PO Box 810  
Windsboro TX 75494-0810

**INSURED**  
Johnnie Stone  
PO BOX 25  
EMORY TX 75440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A:  
INSURER B: **CHARTER COUNTY**  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> OCC.				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	C7734492	05/09/2003	05/09/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

1992 Peterbilt, vin# 1XP5DRGX0ND322277  
 1995 Great Dane trailer, vin# GRAA9622PW018303

**CERTIFICATE HOLDER**  
BLAKEMAN TRANSPORTATION  
FT. WORTH TX

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Beverly Onley*

Name and Address of Insured STONE JOHNNIE		
Insurance Company 1-800-766-6609 CHARTER COUNTY MUTUAL INS CO		
Agent BEVERLY ONLEY INS AGCY V405		
Policy Number C 7734492	Effective Date 05/09/03	Expiration Date 05/09/04
Vehicle Make/Model FREIGHT DUMP		Year 95
1FU YFX YB9SP643546		
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.		

Nombre y Direccion del Asegurado STONE JOHNNIE		
Compania de Seguro 1-800-766-6609 CHARTER COUNTY MUTUAL INS CO		
Agente BEVERLY ONLEY INS AGCY V405		
Numero de Poliza C 7734492	Fecha Efectiva 05/09/03	Fecha de Expiracion 05/09/04
Marca de Vehiculo/Modelo FREIGHT DUMP		Año 95
1FU YFX YB9SP643546		
Esta poliza provee por lo menos la cantidad minima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehiculo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehiculos segun provisto en la poliza de seguro.		

Name and Address of Insured STONE JOHNNIE		
Insurance Company 1-800-766-6609 CHARTER COUNTY MUTUAL INS CO		
Agent BEVERLY ONLEY INS AGCY V405		
Policy Number C 7734492	Effective Date 05/09/03	Expiration Date 05/09/04
Vehicle Make/Model SHOPMADE PUP TRLR		Year 89
TR166019		
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.		

Nombre y Direccion del Asegurado STONE JOHNNIE		
Compania de Seguro 1-800-766-6609 CHARTER COUNTY MUTUAL INS CO		
Agente BEVERLY ONLEY INS AGCY V405		
Numero de Poliza C 7734492	Fecha Efectiva 05/09/03	Fecha de Expiracion 05/09/04
Marca de Vehiculo/Modelo SHOPMADE PUP TRLR		Ano 89
TR166019		
Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos según provisto en la póliza de seguro.		



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

CAROL PERMIT SERVICE

PAGE 03

VOL. 039 PAGE 0659

400 7th Street SW  
Washington, DC 20590

SERVICE DATE  
October 09, 2001

PERMIT

MC-414577-P

JOHNNIE STONE

D/B/A J. M. STONE

EMORY, TX

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

*Terry Shelton*

Terry Shelton, Director  
Office of Data Analysis & Information Systems

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO



U.S. Department  
of Transportation

Federal Motor  
Carrier Safety  
Administration

VOL. 039 PAGE 0660

400 Seventh St., S.W.  
Washington, D.C. 20590

OCTOBER 10, 2001

903/473-2514

JOHNNIE STONE  
J M STONE  
PO BOX 1976  
ALMA AR 72921

Dear Motor Carrier:

The following USDOT identification number has been assigned to your company:

USDOT 981127

The USDOT number needs to be marked on your commercial motor vehicles as required by Section 390.21 of the Federal Motor Carrier Safety Regulations (FMCSR). A copy of this regulation is enclosed. All commercial motor vehicles operated in interstate or foreign commerce must be marked with a USDOT number. Those vehicles marked with an ICC MC number as of July 3, 2000, must display a USDOT number by July 3, 2002. The marking requirements assure submission of accurate data to our agency by enforcement personnel and assist the general public in identifying a particular commercial motor vehicle.

For-hire motor carriers requiring operating authority may obtain an application by calling (202) 358-7000 or by accessing the following internet website:

<http://diy.dol.gov>

Regulatory information may be obtained from the Federal Motor Carrier Safety Administration website:

<http://www.fmcsa.dot.gov>

If you receive more than one of these letters referencing different USDOT numbers, please contact the office shown below to determine which number is most appropriate. This office can also be contacted for any questions you may have about regulatory compliance:

U. S. Department of Transportation  
Federal Motor Carrier Safety Administration

100 EAST 8TH STREET, SUITE 865  
JUSTIN, TEXAS 78701  
12 / 536-5980



**MOTOR CARRIER CERTIFICATE OF REGISTRATION**

Certificate of  
Registration No: 005630846C

Date Issued: 10/18/2001

STONE, J.M.  
JOHNNIE STONE  
POBOX 25  
EMORY, TX 75440 -0025

Having fulfilled the application requirements of the Department of Transportation (TxDOT) relating to the registration of commercial motor vehicles, this Certificate of Registration is hereby granted to:

**STONE, J.M., 1 1/2 MILE NORTH ST HWY 19, EMORY, TX**

This Certificate of Registration authorized TxDOT's issuance of a registration listing identifying each commercial motor vehicle registered with TxDOT.

**This Certificate of Registration is not transferable.**

**VOID IF ALTERED**



## Insurance Cab Card for Certificate #: 005630846C

Date Issued: 5/19/2003

STONE, J.M.  
JOHNNIE STONE  
POBOX 25  
EMORY, TX 75440 - 0025

STONE, J.M.  
JOHNNIE STONE  
1 1/2 MILE NORTH ST HWY 19  
EMORY, TX 75440 - 0025

Seq #	Unit #	Make	Model YR	VIN	Tow	Haz	HG	Bus	Oth	Effective	Expires
1	01	FREIGHTLINER	1995	1FUYPX4B9SP643546	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	06/01/2003	05/31/2004
2	2	PETERBILT	1992	1XP5DR9X0ND322277	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	06/01/2003	05/31/2004

## (VOID IF ALTERED)

This listing signifies that the motor carrier has duly filed proof of insurance as of the date this insurance cab card was issued. To receive the current status of registration or insurance coverage, please call the Motor Carrier Division at 1-800-299-1700. (select 2, then 1 from the automated telephone menu.)

The original Insurance Cab Card must be retained in the carrier's principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified vehicle.



56-302  
(Rev. 12-06/2)

TEXAS

INTERNATIONAL FUEL TAX AGREEMENT LICENSE

*This license is issued under the terms of the International Fuel Tax Agreement and is valid for vehicles operated by the licensee in all IFTA jurisdictions.*

THIS LICENSE IS NON-TRANSFERABLE

Taxpayer name and mailing address

JOHNNIE M STONE  
J M STONE  
PO BOX 25  
EMORY TX 75440-0025

License year	2003
IFTA license number	TX45970265822
Effective date	01/01/2003
Expiration date	12/31/2003
Texas taxpayer number	2-459-70-2658-2

CAROLE KEETON RYLANDER  
Comptroller of Public Accounts



**Texas Over Axle and Over Gross Weight Tolerance Permit**

**Name:** Stone, Johnnie  
**Address:** P.O. Box 25  
 Emory, TX. 75440  
**Account:** 213088  
**Applicant:** Johnnie

**Phone:**

**Permit Number:** 030813550220  
**Issued On :** 08/13/2003 **Time:** 10:33:55  
**Effective :** 08/13/2003  
**Expiration:** 08/12/2004  
**Permit Officer :** Manigault, Michelle

**Truck:** 1995 / FreightLiner  
**VIN:** 43546  
**License:** r2wp88 / TX

**Load Description:** Over-Axle (1547) Non-Agricultural Permit

Counties:

Navarro Grayson Cooke Lamar Rains Van Zandt Henderson Red River Hill Hopkins Rockwall Ellis Rusk Hunt Fannin  
 Wood Franklin Smith Collin Kaufman

Special Conditions:

Use caution at all railroad crossings. Emergency Railroad Crossing Hotline: 1-888-877-7267. This permit is valid for the operation of a vehicle within certain tolerances above legal axle and gross weight limits, as provided in Transportation Code, Chapter 621. This permit authorizes the described vehicle or vehicle combination to exceed maximum legal axle weight by a tolerance of 10% and to exceed the maximum legal gross weight by a tolerance of 5%. This permit is valid for both agricultural and non-agricultural products unless otherwise specified in the Load Description portion of this document. Texas Transportation Code 621.508 allows a vehicle(s) to exceed the single axle weight or tandem axle weight authorized by law by a tolerance of 12% when loaded with lumber, pulp wood, wood chips, cotton, livestock or other agricultural products that are in their natural state and being transported from the place of production to the place of first marketing or first processing. This supercedes the 10% tolerance listed above. This Permit is not valid on the Interstate Highway System. Permit valid on all roadways on the state maintained system and all county roads in counties where the county clerk has been notified by TxDOT in accordance with Texas Transportation Code Section 623.103. This permit does not authorize the vehicle(s) to exceed the manufacturer's tire load rating FMCSR Section 393.75f. It is expressly understood that the TxDOT shall not be responsible in any way for any damage of whatever nature that may result from the movement of the described vehicle over state highways, and that all such responsibility is hereby accepted on behalf of the applicant. Vehicle must be registered for the maximum gross weight as provided in Transportation Code, Chapter 502. No travel on load posted bridges with weights exceeding posted limits, unless the bridge provides the only public vehicular access from or to a permit holder's origin or destination.

**Sticker Number:** 145194

**Payment Method :** Cash  
**Trace # :** Cash  
**Wire Co. Name:**  
**Permit Destination:** Emory, TX.  
**Amendments :**

**Permit Fee:** \$30.00  
**County Fee:** \$125.00  
**Other Fee:** \$50.00  
**Total Fee:** \$205.00

Michael W. Behrens, P.E., Executive Director  
 Texas Department of Transportation

State law requires permit to be carried in vehicle until one day after expiration.  
 For more information, call the Texas "One-Stop-Shop" Toll Free number at 1-800-299-1700 or visit our website at [www.dot.state.tx.us](http://www.dot.state.tx.us) (Select "Trucking and Vehicle Storage Facilities").

IRE 0665  
 PAGE 6  
 0539  
 VOR

TEXAS APPORTIONED  
 REGISTRATION RENEWAL APPLICATION  
 SCHEDULE A

05/26/2003 PAGE 1

STONE  
 BOX 25  
 EMORY TX 75440

ACCOUNT NO. 2003 08 055099 POWER  
 FLEET NO. 1  
 CARRIER TYPE - H  
 COUNTY NO. 190 REGION LV  
 EXP. 07/2004

TEXAS COMB. OR GROSS WEIGHT = 46000 WEIGHT GROUP 4601

CURRENTLY, THIS FLEETS REGISTRATION IS APPORTIONED WITH THE STATES INDICATED AND AT THE GROSS WEIGHTS SHOWN

OK  
048000

EQUIP NUMBER	YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER	T Y E	A X L	# L O	S O A	F U L	DATE OF PURCHS	FACT. PRICE	OWNER/OPERATOR OR SERVICE REPRESENTATIVE	TEXAS TITLE NUMBER	CURRENT LICENSE NUMBER	
														P E S
000001	1995	FRHT	1FUFX89SP643546	TK	3	5	00	21800	D	0	05/2001	0	JOHNNIE STONE	11220037018131649 R2WP88

WEIGHT GROUP TOTALS BY VEHICLE TYPES:

TT - TRUCK TRAILER TOTAL =	0	TL - TRAILER TOTAL =	0
TK - SINGLE TRUCK TOTAL =	1	FT - FULL TRAILER TOTAL =	0
BS - BUS TOTAL =	0	ST - SEMI-TRAILER TOTAL =	0
CG - CONVERTER GEAR TOTAL =	0	RT - RENTAL TRAILER TOTAL =	0
TOTAL FOR ALL UNITS =	1		

\*\* NO TITLE = WILL NOT BE RELICENSED UNLESS APPLICANT FURNISHES EVIDENCE OF TEXAS TITLE. \*\*

BID AFFIDAVIT

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Johanne Stone, who, after being by me duly sworn did depose and say: "I Johanne Stone, am a duly authorized officer of/agent for (Firm Name) J. M. Stone and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

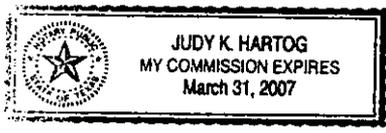
J. M. Stone Name of Firm 903-473-2514 Phone Number

P.O. Box 25 Ennis TX 75440  
Street Address City State Zip

Johanne Stone Name (Typed or Printed) Owner Title

Johanne Stone  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 2nd day of October, 2003.



Judy K. Hartog  
Notary Public

\*\*\*\*\*

**APPROVAL AND ACCEPTANCE BY RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract for the purchase of \_\_\_\_\_ by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Judge or Presiding Officer

Revised

## PUBLIC NOTICE

The Rains County Commissioners Court will be accepting SEALED BIDS for the fiscal year 2003-2004 until 11:00 A.M. October 06, 2003 for the following:

1. Flex Base meeting TXDOT Specifications- Delivered and FOPB @ plant
2. Hauling Flex Base.
3. Seal Coating with Crushed Rock- Prime Coat with MC-30 @ .25 gallons per sq. yard- Seal Coat with AC- 10 or MC- 3000 @ .30 per sq. yard. Immediate covering with aggregate. Please give price for one mile of road, 16 feet wide. Asphaltic materials shall be applied on a clean surface with an approved type of self-propelled, pressure distributor so operated as to distribute the material in a quality selected, evenly and smoothly, under a pressure necessary for proper distribution. Asphalt distribution shall be calibrated according to standards established by the State of Texas. Certificate of calibration is required. Chip spreader must have a self-propelled spreader for even distribution of rock. The contractor shall provide facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

All these bid items for materials or placements must meet TXDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by an independent laboratory, any or all loads delivered. If the product fails testing, Rains County has the right to refuse to pay for the unsatisfactory load or loads and it charge the cost of testing to the supplier of the failed products.

The vendor or contractor will be required to replace at his expense any product or materials which prove defective within six (6) months following application.

All bidders must have an up to date Certificate of Insurance filed with Rains County.

Page 2

**SEALED BIDS will be opened on October 09, 2003 at the regular Rains County Commissioners Court Meeting.**

**SEALED BIDS shall be mailed to the Rains County Judge, P.O. Box 158, Emory, Texas 75440 or hand-delivered to the Rains County Judges' Office.**

**Bid prices shall be good from 10-01-03 through 09-30-04. Rains County Commissioner Court reserves the right to accept or reject any or all bids.**

**Any questions should be directed to the Rains County Road and Bridge Administrator, Avis Jones @ 903-473-8783.**

SAND - FILL DIRT - DRIVEWAY GRAVEL - EXCAVATING



(903) 455-1151 BUS.  
454-1403 RES.

P.O. BOX 1416  
GREENVILLE, TEXAS 75403-1416

SEPTEMBER 25, 2003

RE: BID FOR HAULING OF FLEX BASE

2. HAULING OF FLEX BASE FROM ROCK SOLID TO RAINS COUNTY  
LITTLE SAND AND GRAVEL, INC.'S BID IS \$4.00 PER TON.

A handwritten signature in black ink, appearing to read "Jerry Little", is written over a horizontal line.

JERRY LITTLE

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

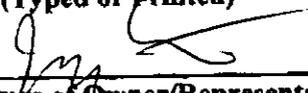
**STATE OF TEXAS  
COUNTY OF**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JERRY LITTLE, who, after being by me duly sworn did depose and say: "I JERRY LITTLE, am a duly authorized officer of/agent for (Firm Name) LITTLE SAND AND GRAVEL, INC. and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

LITTLE SAND AND GRAVEL, INC.      903-455-1151  
Name of Firm                                      Phone Number

1410 CLEVELAND GREENVILLE TEXAS 75401  
Street Address                      City                      State                      Zip

JERRY LITTLE                                      OWNER  
Name (Typed or Printed)                      Title

  
Signature of Owner/Representative

**SUBSCRIBED AND SWORN** to before me by the above named on this the 26TH day of SEPTEMBER, 2003

  
Notary Public

\*\*\*\*\*

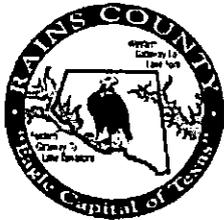
VOL. 039 PAGE 0672

Page 2

**APPROVAL AND ACCEPTANCE BY RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract for the purchase of \_\_\_\_\_ by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Judge or Presiding Officer



## COUNTY OF RAINS

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



September 22, 2003

Little Sand & Gravel, Inc.  
P.O. Box 1416  
Greenville, TX 75403

Dear Sir:

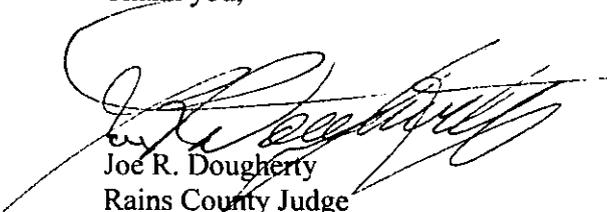
Please be advised that Rains County will be accepting bids on the following items:

1. Flex base (Highway Grade)
2. Hauling of Flex Base
3. Seal Coating (See Specs)

Bids will be advertised in papers of local distribution to include Tyler, Sulphur Springs, Greenville, Rains County, and Tawakoni News. All bids must be sealed and received in the Rains County Judges Office on or before October 6, 2003, 11:00a.m. Bids will be opened on October 9, 2003 during regular session of Rains County Commissioners Court.

I offer our sincere apologies for any inconvenience in this matter. As always we appreciate your interest in providing Rains County with a quality product.

Thank you,



Joe R. Dougherty  
Rains County Judge

JRD/cm

VOL. 039 PAGE 0674

## PUBLIC NOTICE

The Rains County Commissioners Court will be accepting SEALED BIDS for the fiscal year 2003-2004 until 11:00 A.M. October 06, 2003 for the following:

1. Flex Base meeting TXDOT Specifications- Delivered and FOPB @ plant
2. Hauling Flex Base.
3. Seal Coating with Crushed Rock- Prime Coat with MC-30 @ .25 gallons per sq. yard- Seal Coat with AC- 10 or MC- 3000 @ .30 per sq. yard. Immediate covering with aggregate. Please give price for one mile of road, 16 feet wide. Asphaltic materials shall be applied on a clean surface with an approved type of self-propelled, pressure distributor so operated as to distribute the material in a quality selected, evenly and smoothly, under a pressure necessary for proper distribution. Asphalt distribution shall be calibrated according to standards established by the State of Texas. Certificate of calibration is required. Chip spreader must have a self-propelled spreader for even distribution of rock. The contractor shall provide facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

All these bid items for materials or placements must meet TXDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by an independent laboratory, any or all loads delivered. If the product fails testing, Rains County has the right to refuse to pay for the unsatisfactory load or loads and it charge the cost of testing to the supplier of the failed products.

The vendor or contractor will be required to replace at his expense any product or materials which prove defective within six (6) months following application.

All bidders must have an up to date Certificate of Insurance filed with Rains County.

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Page 2

**SEALED BIDS will be opened on October 09, 2003 at the regular Rains County Commissioners Court Meeting.**

**SEALED BIDS shall be mailed to the Rains County Judge, P.O. Box 158, Emory, Texas 75440 or hand-delivered to the Rains County Judges' Office.**

**Bid prices shall be good from 10-01-03 through 09-30-04. Rains County Commissioner Court reserves the right to accept or reject any or all bids.**

**Any questions should be directed to the Rains County Road and Bridge Administrator, Avis Jones @ 903-473-8783.**

# Armor Materials

P.O. Box 5028  
Tyler, Texas 75712

VOL. 039 PAGE 0676

October 2, 2003

Rains County Judge  
Rains County Courthouse  
100 Quitman Street  
Emory, Texas 75440

RE: Rains County Road Materials

Dear Sirs,

We are pleased to have the opportunity to bid on your road materials this year. Please find below the price of rock from our Wills Point Quarry.

Flexible Base	\$ 6.00/ Ton FOB Wills Point Quarry	\$ 9.40/ Ton Delivered
Screenings	\$ 2.25Ton FOB Wills Point Quarry	\$ 5.65/ Ton Delivered

If you have any questions please contact me at 903-597-3603. Again thank you for the opportunity to bid on your road materials.

Sincerely,



Lance Phillips  
Armor Materials

VOL. 039 PAGE 0677

**PUBLIC NOTICE**

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VOL. 039 PAGE 0678

**Page 2**

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**SEALED BIDS shall be mailed to the Rains County Judge, P.O. Box 158, Emory, Texas 75440 or hand-delivered to the Rains County Judges' Office.**

**Bid prices shall be good from 10-01-03 through 09-30-04. Rains County Commissioner Court reserves the right to accept or reject any or all bids.**

**Any questions should be directed to the Rains County Road and Bridge Administrator, Avis Jones @ 903-473-8783.**

VOL. 039 PAGE 0679

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared LANCE PHILLIPS, who, after being by me duly sworn did depose and say: "I LANCE PHILLIPS, am a duly authorized officer of/agent for (Firm Name) ARMOR MATLS and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

ARMOR MATLS 903-597-3603  
Name of Firm Phone Number

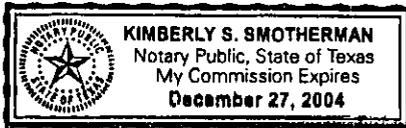
PO BOX 5028 TYLER TX  
Street Address City State Zip

LANCE PHILLIPS VP  
Name (Typed or Printed) Title

[Signature]  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 6th day of October 2003.

Kimberly S. Smotherman  
Notary Public



\*\*\*\*\*

Page 2

VOL. 039 PAGE 0680

**APPROVAL AND ACCEPTANCE BY RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract for the purchase of \_\_\_\_\_ by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Judge or Presiding Officer

**DIKE CONTRACTORS**  
3483 VZ CR 4714  
BEN WHEELER, TX 75754  
903-852-6519

BID PROPOSAL FORM FOR Rainis County

BID DATE 10-6-03

Pea gravel applied over AC 10

per mi 16' wide \$1,15 sq yd  
\$10,800

Pea gravel applied over MC 3000:

per mi 16' wide 1.24 sq yd  
\$11,646

Prime coat - MC 30

\$1.83 sq yd  
\$18,300

Eddie Dike

VOL. 039 PAGE 0682

**BID AFFIDAVIT**

The undersigned certifies that the bid prices attached to this proposal have been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the bid package consisting of the previous pages. The period of acceptance of this bid will be 10-01-03 to 09-30-04.

STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared D. K. Dike, who, after being by me duly sworn did depose and say: "I am a duly authorized officer of/agent for (Firm Name) D.K.C. Contractors and have been duly authorized to execute the foregoing bid on behalf of the said firm. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, or has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of merchandise, equipment, services, supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Dike Contractors 903-852-6519  
Name of Firm Phone Number

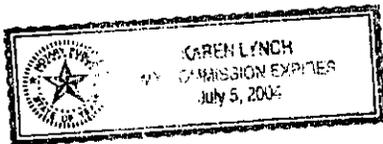
3483 1/2 CR Illinois 75754  
Street Address City State Zip

Partner  
Name (Typed or Printed) Title

Nanna Dike  
Signature of Owner/Representative

SUBSCRIBED AND SWORN to before me by the above named on this the 3rd day of October, 2003.

Karen Lynch  
Notary Public



\*\*\*\*\*

VOL. 039 PAGE 0683

Page 2

**APPROVAL AND ACCEPTANCE BY RAINS COUNTY, TEXAS**

Rains County, Texas signing by and through its County Judge or Presiding Officer of Commissioners Court has authorized the execution of this contract for the purchase of \_\_\_\_\_ by order of the Rains County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
County Judge or Presiding Officer



VOL. 039 PAGE 0684

# Western Heritage INSURANCE COMPANY

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAME(S) INSURED	AGENT NO.
SCP0470209	05/02/2003	DIKE CONTRACTORS, INC	4201

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

\*X\* If Supplemental Declarations is Attached

LIMITS OF INSURANCE	
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 50,000 Any One Premises
Medical Expense Limit	\$ 1,000 Any One Person
Personal & Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
General Aggregate Limit	\$ 1,000,000
Products/Completed Operations Aggregate Limit	\$ 1,000,000

Location(s) (Including Zip Code) of All Premises you Own, Rent or Occupy (Enter "Same" if same location as your mailing address):  
 3483 VAN ZANDT CR 4717, BEN WHEELER, VAN ZANDT CO, TX 75754

### PREMIUM

Classification	Code Number	Premium Basis	Rate		Advance Premium	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
STREET OR ROAD PAVING OR REPAVING, SURFACING OR RESURFACING OR SCRAPING	99321	61,900 (g)	85.84¢	8.78¢	5,314	544
			1. Per \$1,000 2. Other (Define)			
Total Advance Premium					\$	5,858

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

All other Terms and Conditions of this Policy remain unchanged.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 DATE



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

VOL 039 PAGE 0685

221 W 6th Street, Suite 300

Austin, Texas 78701-3403

INFORMATION PAGE

<p>ITEM 1</p> <p>INSURED NAME AND ADDRESS</p> <p>PRODUCER</p> <p>04062</p>	<p>EDDIE DIKE DBA: DIKE CONTRACTORS 3483 VZ CR 4714 BEN WHEELER, TX 75754</p> <p>OTHER WORKPLACES NOT SHOWN ABOVE: See attached schedule of operation.</p> <p>PAUL BRIDGEFARMER P O BOX 487 CANTON, TX 75103</p>	<p>POLICY NUMBER SBP-0001122103 20020909</p> <p>Federal Tax ID 75-1066181</p> <p>Bureau Number</p> <p>Branch 00001</p> <p>Renewal of NEW</p> <p>Entity SOLE PROPRIETOR</p> <p>Interim Adjustment QUARTERLY - 40% Group</p>
--	--	--

ITEM 2 The Policy Period is from: 9-09-2002 To: 8-09-2003 12:01 A.M. standard time at the Insured's mailing address

- ITEM 3
- A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our Liability under Part Two are:
 

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit
  - C. Other States Insurance: Part three of the policy applies to the states, if any listed here: NOT APPLICABLE
  - D. This policy includes these endorsements and schedules:  
See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM	3,726.00
WAIVER OF SUBROGATION	.00
INCREASED LIMITS	37.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS	3,763.00
PREMIUM MODIFIED TO REFLECT PREM INCENTIVE OF ( .85 )	584.00-
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF ( 1.10 )	320.00
DEDUCTIBLE PREMIUM	.00
ADM/FELA OR USLQH MINIMUM	.00
PREMIUM DISCOUNT, IF APPLICABLE ( )	.00
EXPENSE CONSTANT CHARGE	150.00
	.00
TOTAL ESTIMATED ANNUAL PREMIUM	3,669.00
MINIMUM PREMIUM	250.00
DEPOSIT PREMIUM	1,468.00

Countersigned by

Issue Date: 9-30-2002

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code Section 411.066 at no additional charge. If you would like more information call 1-800-858-5995 or (512) 322-3800. If you have any questions about this requirement, call the Division of Workers' Health and Safety, Workers' Compensation Commission at 1-800-452-9595.

VEHICLE AND RATING INFORMATION

DIKE CONTRACTORS

234 25897 BRIDGEFARM VOL. 039 PAGE 0686  
PD BOX 487  
CANTON TX 75103  
AGENT: G2-83286

INSURED: 3489 VZ CR 4714  
BEN WHEELER TX 75754

```

*****
DR  YR  TRADE NAME  BODY TYPE  B/C SERIAL NO.  CLS TER  RAD ZIP
2  88  FRUEHAUF    TANK TRLR  07  TD12817    C12  49    100 75754
VEHICLE
DSC  GVW  PURCH  SPECIAL EQUIPMENT INCLUDED  VALUE OF  STATED MILES
I  872  50   N/U   IN THE STATED AMOUNT      EQUIP.   AMOUNT  DRIVEN
C
L  LIABILITY  UM/UIM                UM PD  MED PAY  PIP
E  $191.00

O  COMP  COMP DED  COLL  COLL DED                TOT VEH PREM
4                                $191

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*****
DR  YR  TRADE NAME  BODY TYPE  B/C SERIAL NO.  CLS TER  RAD ZIP
3  89  MILLE        TILT TRLR  02  11181    C22  49    100 75754
VEHICLE
DSC  GVW  PURCH  SPECIAL EQUIPMENT INCLUDED  VALUE OF  STATED MILES
I  872  50   N/U   IN THE STATED AMOUNT      EQUIP.   AMOUNT  DRIVEN
C
L  LIABILITY  UM/UIM                UM PD  MED PAY  PIP
E  $108.00

O  COMP  COMP DED  COLL  COLL DED                TOT VEH PREM
5                                $108

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*****
DR  YR  TRADE NAME  BODY TYPE  B/C SERIAL NO.  CLS TER  RAD ZIP
1  79  WISCO        TILT TRLR  01  8510     C22  49    100 75754
VEHICLE
DSC  GVW  PURCH  SPECIAL EQUIPMENT INCLUDED  VALUE OF  STATED MILES
I  872  50   N/U   IN THE STATED AMOUNT      EQUIP.   AMOUNT  DRIVEN
C
L  LIABILITY  UM/UIM                UM PD  MED PAY  PIP
E  $106.00

O  COMP  COMP DED  COLL  COLL DED                TOT VEH PREM
6                                $106

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RENEWAL  
NOTICE

PAGE 4 OF 5  
POLICY # 0 17 74 958 2

VEHICLE AND RATING INFORMATION

DIKE CONTRACTORS

234 25887 BRIDGEFARM  
PO BOX 487

INSURED: 3483 VZ CR 4714  
BEN WHEELER

TX 75754

AGENT:

CANTON

TX 75103

G2-93888

\*\*\*\*\*

DR	YR	TRADE NAME	BODY TYPE	B/C SERIAL NO.	CLS TER	RAD	ZIP
2	58	FRUEHAUF	TANK TRLR	07 TD12017	C12 49	100	75754

V E H I C L E

DSC	GVW	PURCH	SPECIAL EQUIPMENT INCLUDED	VALUE OF EQUIP.	STATED AMOUNT	MILES DRIVEN
872	50	N/U	N			

LIABILITY \$191.00 UM/UM UM PD MED PAY PIP

O 4 COMP COMP DED COLL COLL DED TOT VEH PREM \$191

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DR	YR	TRADE NAME	BODY TYPE	B/C SERIAL NO.	CLS TER	RAD	ZIP
3	69	MILLE	TILT TRLR	02 11101	C22 49	100	75754

V E H I C L E

DSC	GVW	PURCH	SPECIAL EQUIPMENT INCLUDED	VALUE OF EQUIP.	STATED AMOUNT	MILES DRIVEN
872	50	N/U	N			

LIABILITY \$108.00 UM/UM UM PD MED PAY PIP

O 5 COMP COMP DED COLL COLL DED TOT VEH PREM \$108

\*\*\*\*\*

\*\*\*\*\*

DR	YR	TRADE NAME	BODY TYPE	B/C SERIAL NO.	CLS TER	RAD	ZIP
1	79	WISCO	TILT TRLR	01 8810	C22 49	100	75754

V E H I C L E

DSC	GVW	PURCH	SPECIAL EQUIPMENT INCLUDED	VALUE OF EQUIP.	STATED AMOUNT	MILES DRIVEN
872	50	N/U	N			

LIABILITY \$108.00 UM/UM UM PD MED PAY PIP

O 6 COMP COMP DED COLL COLL DED TOT VEH PREM \$108

\*\*\*\*\*

0000 C4 C8 AKO 03173 CTOR 4.0 CAICSO2C SC-CV





RENEWAL  
NOTICE

PAGE 5 OF 5  
POLICY # 0 17 74 858 2

VEHICLE AND RATING INFORMATION

DIKE CONTRACTORS

234 25887 BRIDGEFARM  
PO BOX 487

INSURED: 3483 VZ CR 4714  
BEN WHEELER TX 75754

AGENT: CANTON TX 75103  
G2-93886

\*\*\*\*\*

DR	YR	TRADE NAME	BODY TYPE	B/C	SERIAL NO.	CLS	TIER	RAD	ZIP
2	87	PETER	TRACTOR	C	1XPCD29X0HN214514	C01	48	100	75754

DSC	GVW	PURCH N/U	SPECIAL EQUIPMENT INCLUDED IN THE STATED AMOUNT	VALUE OF EQUIP.	STATED AMOUNT	MILES DRIVEN
672	80	N			8750	

LIABILITY	UM/UM	UM PD	MED PAY	PIP
\$707.00	\$35.00	\$18.00		\$52.00

FTCAC	FTCAC	DED	COLL	COLL	DED	TOT VEH PREM
7	\$31	\$998	\$143		\$988	\$987

LP: 1ST STATE BANK BEN W PO BOX 87 BEN WHEELER TX 75754

\*\*\*\*\*

DR	YR	TRADE NAME	BODY TYPE	B/C	SERIAL NO.	CLS	TIER	RAD	ZIP
4	84	FORD	DUMP TRUCK A	A	1FDXK84NBEVA10321	C02	49	100	75754

DSC	GVW	PURCH N/U	SPECIAL EQUIPMENT INCLUDED IN THE STATED AMOUNT	VALUE OF EQUIP.	STATED AMOUNT	MILES DRIVEN
672	33					

LIABILITY	UM/UM	UM PD	MED PAY	PIP
\$447.00	\$25.00	\$18.00		\$59.00

COMP	COMP	DED	COLL	COLL	DED	TOT VEH PREM
8						\$558

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0000 G4 G6 AK0 03173 CTOR 4.0 CAICS02K SC-CV

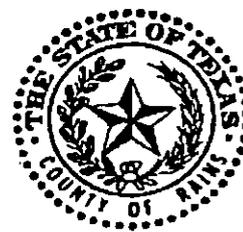


## COUNTY OF RAINS

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



October 10, 2003

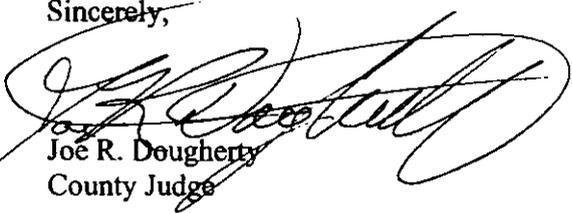
Rock Solid Crushed Stone  
P.O. Box 1080  
Leonard, TX 75452

Dear Sir,

Thank you for your recent bid on flex base and hauling prices for Rains County. In regular session of Rains County Commissioners Court, Thursday, October 9, 2003, the court voted unanimously to accept your bid for supplying flex base and hauling services for Rains County.

As always we appreciate your interest in providing Rains County with a quality product. Please contact Avis Jones, Rains County Road & Bridge Administrator, for any additional information.

Sincerely,



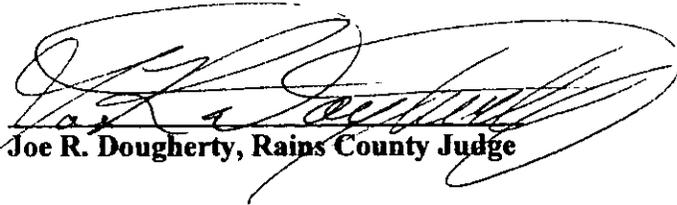
Joe R. Dougherty  
County Judge

JRD/cm

1enclosure

**APPROVAL AND ACCEPTANCE OF BID BY THE COUNTY OF RAINS,  
TEXAS**

**Rains County, Texas signing by and through its County Judge or Presiding Officer  
of Commissioners Court has authorized the execution of this contract with Rock  
Solid Crushed Stone for the purchase and hauling of flex base, by order of the Rains  
County Commissioners Court on the 9<sup>th</sup> day of October, 2003.**

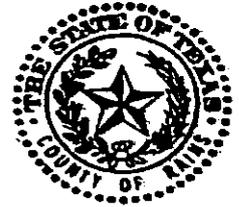
A handwritten signature in black ink, appearing to read "Joe R. Dougherty", is written over a horizontal line. The signature is enclosed within a large, loopy oval shape.

**Joe R. Dougherty, Rains County Judge**



# COUNTY OF RAINS VOL. 039 PAGE 0691

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@globeco.net

## Work Completed 09-22-03 Through 10-03-03

09-22-03 (Monday) Ditching work on CR 3393 using equipment #'s 505 and 108. Applied 5 loads oil sand to CR 3393. Installed culvert for property owner Mr. Craig Long on CR 3328 using ½ load rock and equipment #103 and 705, also installed culvert extension for property owner Mr. Troy Davis on CR 1605 using ½ load rock. Bomaged CR 1495 using equipment #'s 105 and 710. Shovel patched CRs 2540, 2570 and 2610 using 1 load oil sand and equipment # 107. Removed tree and branches from ditch on CR 4250. Shovel patched CRs 1531, 2310, 2350, 2470 and 2510, using 1 load oil sand.

09-23-03 (Tuesday) Checked roads for missing road signs. Applied 200 barrels oil to CR 1495 also bladed road using equipment #'s 105, 501, 502, 504 and 711. Cleaned ditches and hauled away dirt on CR 3393. Used equipment #'s 102, 107, 207 and 704. Shovel patched CRs 1330 and 1610 using 1 load oil sand. Bladed CRs 1610, 1690 and 1691. Cleared tree branches and brush from CR 1605, hauled away excess dirt.

09-24-03 (Wednesday) Applied 502.29 tons oil sand to CRs 1690 and 1691 using equipment # 111. Installed new culvert (12"X24') and reworked oil sand for CR 1495, using equipment #'s 711 and 202. Shovel patched CRs 2570, 3120, 3130, 3160, 3190, 1395, 1397, 1402, 1410, 1411, 1430, 1515, 1520 and 4530, using 2 loads oil sand and equipment #'s 104 and 107.

09-25-03 (Thursday) Shovel patched CRs 1315, 1420, 1423, 1492, 2130 and 2160 using 2 loads oil sand and equipment # 104 and # 107. Applied 368.36 tons oil sand to CR 1691 and 124. Tons to CR 1610. Reworked the oil sand on CRs 1495 and 1619 using equipment #'s-105, 711 and 712.

09-29-03 (Monday) Reworked oil sand on CRs 1610 and 1605. Used 271.27 tons on CR 1610 and 173.71 tons on 1605 using equipment #'s 111 and 504. Installed culvert on CR 1605 (12"X 24') using 1 load rock and 2 culverts for property owner Sue Asbil on CR 3370, using 2 loads dirt and 3 loads rock. Shovel patched CRs 1307, 1315, 4410, 4430, 4450, 4452, 4453, 4455, and 4470 using 2 loads oil sand and equipment # 104.

Page 2

Work Completed 09-22-03 Through 10-03-03

09-30-03 (Tuesday) Reworked 472.66 tons oil sand on CR 1505 and put 5 loads rock to culverts. Used equipment #'s 105, 108, 111, 203, 505, 705 and 712. Shovel patched with oil sand CRs 3400, 3415, 3425, 4460, 4480 and 4520 using 2 loads oil sand and equipment #'s 104 and 106. Bladed CR 1610 using equipment # 705.

10-01-03 (Wednesday) Reworked 552.82 tons oil sand on CR 1605 using equipment #'s 111, 105, 203 and 712. Installed culvert (24" X 30') under CR 1605 and used 2 loads rock. Installed culvert for property owner Mr. Gary Wilson on Lot 8 at Pinson Springs using 1-load rock and equipment #'s 108, 202, 205 and 705. Shovel patched with oil sand CRs 1530, 1605, 1610, 1690, 1691, 2300, 4480 and 4530 using 1 load oil sand and equipment # 107.

10-02-03 (Thursday) Reworked and packed 495.34 tons oil sand to CR 1605. Checked CRs for missing road signs. Picked up Rex and Bomag machines and brought them to Pct. 1 yard for servicing and also serviced equipment #'s 105, 111, 710 711 and 712. Made a trip to Tyler to purchase parts for Bomag machine. Patched CR 4528 using 2 loads rock and equipment #'s 102 and 204. Shovel patched CRs 1300, 1430, 1450, 1451, 1470, 1475, 2300, 2400, 4510 and 4515 using 4 loads oil sand, equipment #'s used for job 104 and 107.

#### Plans for the Next Two Weeks

Resurfacing of County Roads 1320, 1330, 1402 and 1520. Patching and shredding will continue throughout the county. Ditching work will begin on CRs 3371 and 3419.

Remember if you need us, please do not hesitate to call us at 903-473-8783, fax 903-473-9543 or email us at [rains.co.roads@verizon.net](mailto:rains.co.roads@verizon.net)

Environmental Enforcement Report

2002/2003 Budget year

VOL. 039 PAGE 0693

Date	Action	Value Y/T/D
	Litter	
	Community Service	\$270.75
	Fines YTD	\$415.00
	Prisoners	
	Trash Drop off	\$1414.50
	Total Y/T/D	\$2,100.25

OSSF month to date:

September 8 County Road 1278 aerobic  
September 10 County Road 2425 Complaint graveless pipe

33 systems . . . . . OSSF Y/T/D \$8,800.00

Invoice	INV-Date	DUE-Date	INV \$	Department	LINE ITEM	Pay \$
***** ANDREWS CENTER						
MHR	10/09/03	10/09/03	420.83	HEALTH & WELFARE	MHR SERVICES	420.83
					Total Displayed =	420.83
***** AMERICAN SPECIALTY SUPPLY						
823134	10/03/03	10/09/03	42.40	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	42.40
					Total Displayed =	42.40
***** BRODART CO						
G449863	09/24/03	10/09/03	15.65	PUBLIC LIBRARY	LIBRARY MATERIAL	15.65
G442478	09/22/03	10/09/03	11.04	PUBLIC LIBRARY	LIBRARY MATERIAL	11.04
G449862	09/24/03	10/09/03	27.49	PUBLIC LIBRARY	LIBRARY MATERIAL	27.49
					Total Displayed =	54.18
***** BOB BARKER CO						
MCI.323890	09/09/03	10/09/03	297.14	SHERIFF & JAIL	PRISONER SUPPLIES	297.14
					Total Displayed =	297.14
***** BLAZER RESOURCES, INC						
0209AR6681	09/23/03	10/09/03	5900.00	UNIT ROAD & BRIDGE	ROAD MATERIAL	5900.00
					Total Displayed =	5900.00
***** BRIGHT STAR-SALEM WATER CORP						
PCT 2	09/24/03	10/09/03	14.37	UNIT ROAD & BRIDGE	WATER	14.37
					Total Displayed =	14.37
***** CERTIFIED						
798475	07/31/03	10/09/03	367.19	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	367.19
					Total Displayed =	367.19
***** CALCO, INC						
13451	10/02/03	10/09/03	1713.60	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	1713.60
					Total Displayed =	1713.60
***** CELLULAR ONE						
474-3194	09/22/03	10/09/03	20.00	UNIT ROAD & BRIDGE	TELEPHONE	20.00
474-3193	09/22/03	10/09/03	35.00	UNIT ROAD & BRIDGE	TELEPHONE	35.00
474-3306	09/22/03	10/09/03	34.64	UNIT ROAD & BRIDGE	TELEPHONE	34.64
474-3049	09/22/03	10/09/03	63.45	NON-DEPARTMENTAL	CELL PHONES	63.45
474-3020	09/22/03	10/09/03	33.98	NON-DEPARTMENTAL	CELL PHONES	33.98
					Total Displayed =	187.07
***** CLIFTON'S MAINTENANCE						
MAINT	10/06/03	10/09/03	39.60	MAINTENANCE	BLOG. MAINT	39.60
SHERIFF	07/28/03	10/09/03	10.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	10.00
SHERIFF	07/30/03	10/09/03	101.25	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	101.25
					Total Displayed =	150.85
***** CITY OF EMORY						
JUST CTR	09/15/03	10/09/03	52.00	NON-DEPARTMENTAL	WATER	52.00
AGENT	09/15/03	10/09/03	52.00	NON-DEPARTMENTAL	WATER	52.00
ANNEX	09/15/03	10/09/03	36.00	NON-DEPARTMENTAL	WATER	36.00
ANNEX	09/15/03	10/09/03	28.97	NON-DEPARTMENTAL	WATER	28.97
CHASE	09/15/03	10/09/03	53.81	NON-DEPARTMENTAL	WATER	53.81
PCT 3	09/15/03	10/09/03	33.50	UNIT ROAD & BRIDGE	WATER	33.50
LIBRARY	09/15/03	10/09/03	60.59	PUBLIC LIBRARY	UTILITIES	60.59

Invoice	INV-Date	DUÉ-Date	INV \$	Department	Line item	Pay \$
JAIL	09/15/03	10/09/03	243.35	SHERIFF & JAIL	WATER	243.35
						Total Displayed = 560.22
**** CENTRAL PUBLIC SAFETY EQUIP CO						
31482	09/24/03	10/09/03	71.94	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	71.94
						Total Displayed = 71.94
**** CHEVRON USA						
SHERIFF	09/26/03	10/09/03	26.93	SHERIFF & JAIL	FUEL & OIL	26.93
						Total Displayed = 26.93
**** COMPUTER WHLSL PRODUCTS OF AMERI						
66296	08/07/03	10/09/03	267.20	SHERIFF & JAIL	OFFICE SUPPLIES	267.20
						Total Displayed = 267.20
**** DEER'S EXTERMINATING SERVICE						
3518	09/19/03	10/09/03	180.00	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	180.00
						Total Displayed = 180.00
**** DEE S KEYS						
107157	09/29/03	10/09/03	16.95	MAINTENANCE	BLDG. MAINT	16.95
						Total Displayed = 16.95
**** DUKU OIL CO						
91928	09/23/03	10/09/03	894.50	UNIT ROAD & BRIDGE	FUEL & OIL	894.50
91851	09/24/03	10/09/03	358.50	UNIT ROAD & BRIDGE	FUEL & OIL	358.50
91978	09/30/03	10/09/03	555.86	UNIT ROAD & BRIDGE	FUEL & OIL	555.86
91977	09/30/03	10/09/03	724.22	UNIT ROAD & BRIDGE	FUEL & OIL	724.22
91874	09/30/03	10/09/03	882.34	UNIT ROAD & BRIDGE	FUEL & OIL	882.34
91882	09/30/03	10/09/03	622.17	UNIT ROAD & BRIDGE	FUEL & OIL	622.17
23659	09/26/03	10/09/03	20.43	ENVIRONMENTAL ENFORCE	FUEL	20.43
23742	09/30/03	10/09/03	11.83	ENVIRONMENTAL ENFORCE	FUEL	11.83
91708	09/12/03	10/09/03	1129.50	SHERIFF & JAIL	FUEL & OIL	1129.50
23660	09/26/03	10/09/03	19.80	SHERIFF & JAIL	FUEL & OIL	19.80
91964	09/29/03	10/09/03	597.50	SHERIFF & JAIL	FUEL & OIL	597.50
						Total Displayed = 5816.65
**** DONUT SUPREME						
1959-45	10/08/03	10/09/03	4.50	8TH DISTRICT COURT	DIST TRIAL EXPENSE	4.50
						Total Displayed = 4.50
**** DESK TOP						
17586	09/26/03	10/09/03	64.00	DISTRICT CLERK	OFFICE EQUIPMENT	64.00
						Total Displayed = 64.00
**** EMDRY AUTO SUPPLY						
214126	09/24/03	10/09/03	72.90	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	72.90
213399	09/03/03	10/09/03	34.80	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	34.80
213591	09/10/03	10/09/03	3.22	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	3.22
213717	09/15/03	10/09/03	68.90	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	68.90
213745	09/16/03	10/09/03	11.06	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	11.06
213433	09/04/03	10/09/03	929.85	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	929.85
						Total Displayed = 1120.73
**** EMDRY INSURANCE AGENCY						
JP SEC	10/01/03	10/09/03	61.00	NON-DEPARTMENTAL	BONDS	61.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
DEP DIS CL	10/01/03	10/09/03	172.80	NON-DEPARTMENTAL	BONDS	172.80
RD ADMIN	10/01/03	10/09/03	103.60	NON-DEPARTMENTAL	BONDS	103.60
DIST CLERK	10/01/03	10/09/03	357.00	NON-DEPARTMENTAL	BONDS	357.00
JP	10/01/03	10/09/03	127.50	NON-DEPARTMENTAL	BONDS	127.50
Total Displayed =						821.90
***** EIGHTH JUDICIAL DISTRICT						
A/J PROB	10/09/03	10/09/03	650.00	8TH DISTRICT COURT	A/J BLDG. EXPENSES	650.00
OTHER EXP	10/09/03	10/09/03	104.17	8TH DISTRICT COURT	OTHER EXPENSES	104.17
SEC-COORD	10/09/03	10/09/03	466.66	8TH DISTRICT COURT	SECRETARY-COORDINATOR	466.66
Total Displayed =						1220.83
***** ELMO PUBLISHING CO						
43153	09/29/03	10/09/03	109.92	JUSTICE PEACE	OFFICE SUPPLIES	109.92
42989	08/30/03	10/09/03	127.64	SHERIFF & JAIL	OFFICE SUPPLIES	127.64
Total Displayed =						237.56
***** FIRST CHOICE POWER						
JP	10/06/03	10/09/03	200.30	NON-DEPARTMENTAL	ELECTRIC	200.30
AGENT	10/06/03	10/09/03	115.11	NON-DEPARTMENTAL	ELECTRIC	115.11
CTHSE	10/06/03	10/09/03	291.11	NON-DEPARTMENTAL	ELECTRIC	291.11
PCI 1	09/26/03	10/09/03	208.45	UNIT ROAD & BRIDGE	ELECTRIC	208.45
LIBRARY	09/23/03	10/09/03	606.66	PUBLIC LIBRARY	UTILITIES	606.66
JAIL	09/17/03	10/09/03	1464.47	SHERIFF & JAIL	ELECTRIC	1464.47
ALLENWIRE	09/23/03	10/09/03	76.10	SHERIFF & JAIL	ELECTRIC	76.10
JAIL	10/06/03	10/09/03	1629.21	SHERIFF & JAIL	ELECTRIC	1629.21
Total Displayed =						4591.41
***** REC ELECTRIC						
8800	09/27/03	10/09/03	74.50	UNIT ROAD & BRIDGE	ELECTRIC	74.50
5200	09/27/03	10/09/03	19.26	UNIT ROAD & BRIDGE	ELECTRIC	19.26
2200	09/30/03	10/09/03	24.54	UNIT ROAD & BRIDGE	ELECTRIC	24.54
Total Displayed =						118.30
***** GLOBAL COMMUNICATIONS						
XX	07/21/03	10/09/03	1055.09	PUBLIC LIBRARY	LIBRARY MATERIAL	1055.09
Total Displayed =						1055.09
***** HUNT COUNTY						
CT REP	10/09/03	10/09/03	425.00	354TH DISTRICT COURT	COURT REPORTER	425.00
SEC-COORD	10/09/03	10/09/03	175.00	354TH DISTRICT COURT	SECRETARY-COORDINATOR	175.00
Total Displayed =						600.00
***** HOPKINS COUNTY JUVENILE PROBATIO						
JUV PROB	10/09/03	10/09/03	425.00	8TH DISTRICT COURT	JUVENILE PROBATION	425.00
Total Displayed =						425.00
***** HOME DEPOT						
XX	10/06/03	10/06/03	561.43	MAINTENANCE	BLDG. MAINT	561.43
Total Displayed =						561.43
***** HOUSE TIRE & SERVICE CENTER						
324306	09/11/03	10/09/03	6.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	6.00
Total Displayed =						6.00
***** HODDEN S WELDING & MFG						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
R&B	09/08/03	10/09/03	40.00	UNIT ROAD & BRIDGE	FUEL & OIL	40.00
R&B	09/04/03	10/09/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
R&B	09/08/03	10/09/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
R&B	09/29/03	10/09/03	108.00	UNIT ROAD & BRIDGE	CULVERTS	108.00
R&B	09/29/03	10/09/03	10.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	10.99
R&B	09/24/03	10/09/03	10.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	10.99
R&B	09/15/03	10/09/03	8.94	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	8.94
R&B	09/11/03	10/09/03	9.64	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	9.64
R&B	09/10/03	10/09/03	3.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	3.99
R&B	09/10/03	10/09/03	2.58	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	2.58
R&B	09/09/03	10/09/03	95.92	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	95.92
R&B	09/08/03	10/09/03	60.95	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	60.95
R&B	09/02/03	10/09/03	35.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	35.99
R&B	09/02/03	10/09/03	5.20	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.20
SHERIFF	09/10/03	10/09/03	45.54	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	45.54
SHERIFF	08/06/03	10/09/03	41.97	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	41.97
SHERIFF	08/01/03	10/09/03	72.67	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	72.67
SHERIFF	09/03/03	10/09/03	87.54	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	87.54
Total Displayed =						680.91
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**** J & K DISCOUNT AUTO SUPPLY						
D166986	09/25/03	10/09/03	23.70	SHERIFF & JAIL	FUEL & OIL	23.70
D167273	09/30/03	10/09/03	1.50	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	1.50
D167270	09/30/03	10/09/03	12.95	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	12.95
D166830	09/23/03	10/09/03	84.43	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	84.43
D166906	09/24/03	10/09/03	27.33	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	27.33
D167060	09/26/03	10/09/03	1.47	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	1.47
D165492	09/03/03	10/09/03	9.85	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	9.85
D166086	09/11/03	10/09/03	27.64	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	27.64
D165786	09/06/03	10/09/03	1.78	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	1.78
D165836	09/08/03	10/09/03	5.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	5.00
Total Displayed =						195.65
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**** JAMES LILES						
296044	09/26/03	10/09/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
Total Displayed =						60.00
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**** J A SEXAUER						
103579942	09/26/03	10/09/03	49.22	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	49.22
103639092	09/29/03	10/09/03	4.28	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	4.28
Total Displayed =						53.50
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**** JURY LIST						
CO COURT	10/02/03	10/02/03	66.00	COUNTY COURT/CLERK	CO JUROR EXPENSE	66.00
CO COURT	10/02/03	10/02/03	48.00	COUNTY COURT/CLERK	CO JUROR EXPENSE	48.00
Total Displayed =						114.00
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**** J M STORE						
1218	10/06/03	10/09/03	4179.14	UNIT ROAD & BRIDGE	ROAD MATERIAL	4179.14
Total Displayed =						4179.14
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**** MRS BAIRDS						
33	09/01/03	10/09/03	64.00	SHERIFF & JAIL	PRISONER FOOD	64.00
34	09/20/03	10/09/03	88.80	SHERIFF & JAIL	PRISONER FOOD	88.80
35	09/30/03	10/09/03	66.00	SHERIFF & JAIL	PRISONER FOOD	66.00
Total Displayed =						218.80

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** MAP SPECIALISTS ADDRESSING GROUP						
888	09/27/03	10/09/03	846.15	NON-DEPARTMENTAL	911 ADDRESSING	846.15
890	09/27/03	10/09/03	846.15	NON-DEPARTMENTAL	911 ADDRESSING	846.15
Total Displayed =						1692.30
***** MARTHA SUE STROUD						
296043	10/03/03	10/09/03	53.91	PUBLIC LIBRARY	LIBRARY MATERIAL	53.91
Total Displayed =						53.91
***** NATIONAL ASSN OF COUNTIES						
5000006428	09/29/03	10/09/03	360.00	NON-DEPARTMENTAL	DUES	360.00
Total Displayed =						360.00
***** NATIONAL TRAVELERS LIFE INS CO						
INSURANCE	10/08/03	10/08/03	66.05	GENERAL FUND	PAYROLL INSURANCE PAYABLE	66.05
Total Displayed =						66.05
***** OFFICE DEPOT						
216768289	09/18/03	10/09/03	460.65	PUBLIC LIBRARY	OFFICE SUPPLIES	460.65
216769460	09/25/03	10/09/03	460.61	PUBLIC LIBRARY	OFFICE SUPPLIES	460.61
216309330	09/13/03	10/09/03	106.78	JUSTICE PEACE	OFFICE SUPPLIES	106.78
218391338	09/22/03	10/09/03	61.65	REGISTRATION OFFICE	OFFICE SUPPLIES	61.65
Total Displayed =						1089.69
***** OVERHEAD DOOR CO						
99388	08/26/03	10/09/03	222.50	SHERIFF & JAIL	BLOG. REPAIR & MAINT.	222.50
Total Displayed =						222.50
***** PENWORTHY						
196988	09/26/03	10/09/03	97.20	PUBLIC LIBRARY	LIBRARY MATERIAL	97.20
Total Displayed =						97.20
***** HARMER AUTOMOTIVE						
1338	09/26/03	10/09/03	1044.31	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	1044.31
Total Displayed =						1044.31
***** PURSUIT SAFETY, INC						
3564	09/10/03	10/09/03	1255.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	1255.00
Total Displayed =						1255.00
***** POINT FIRE SERVICE						
5245	09/05/03	10/09/03	356.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	356.00
Total Displayed =						356.00
***** PURCHASE POWER						
XX	09/25/03	10/09/03	57.33	NON-DEPARTMENTAL	POSTAGE & BOX RENT	57.33
Total Displayed =						57.33
***** RAINS COUNTY CHILD WELFARE						
JURY DONAT	10/02/03	10/02/03	57.00	COUNTY COURT/CLERK	CO JUROR EXPENSE	57.00
Total Displayed =						57.00
***** RAINS HARDWARE						
26820	08/28/03	10/09/03	8.77	MAINTENANCE	CUSTODIAL SUPPLIES	8.77
27569	09/22/03	10/09/03	16.95	MAINTENANCE	BLOG. MAINT	16.95

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
27347	09/10/03	10/09/03	81.27	MAINTENANCE	BLDG. MAINT	81.27
27245	09/02/03	10/09/03	32.44	MAINTENANCE	BLDG. MAINT	32.44
27586	09/24/03	10/09/03	108.00	UNIT ROAD & BRIDGE	CULVERTS	108.00
27472	09/17/03	10/09/03	212.00	UNIT ROAD & BRIDGE	CULVERTS	212.00
27333	09/09/03	10/09/03	25.44	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	25.44
27479	09/18/03	10/09/03	3.79	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	3.79
27374	09/09/03	10/09/03	2.58	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	2.58
26892	09/03/03	10/09/03	3.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	3.99
26884	09/02/03	10/09/03	38.10	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	38.10
27248	09/02/03	10/09/03	18.99	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	18.99
27244	09/02/03	10/09/03	18.99	PUBLIC LIBRARY	BUILDING MAINT	18.99
27536	09/16/03	10/09/03	202.02	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	202.02
27339	09/09/03	10/09/03	195.69	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	195.69
27320	09/07/03	10/09/03	14.07	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	14.07
26864	08/29/03	10/09/03	80.82	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	80.82
Total Displayed =						1063.90
***** RAY HARDWARE CO						
R&B	09/01/03	10/09/03	6.95	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	6.95
Total Displayed =						6.95
***** ROCK SOLID CRUSHED STONE, INC						
1448	09/30/03	10/09/03	3610.20	UNIT ROAD & BRIDGE	ROAD MATERIAL	3610.20
1449	09/30/03	10/09/03	786.60	UNIT ROAD & BRIDGE	ROAD MATERIAL	786.60
Total Displayed =						4396.80
***** STATE COMPTROLLER						
TRIAL FEES	10/08/03	10/08/03	577.36	NON-DEPARTMENTAL	TRIAL FEES TO STATE	577.36
Total Displayed =						577.36
***** SYSCO FOOD SERVICES, INC						
309040636	09/04/03	10/09/03	682.85	SHERIFF & JAIL	PRISONER FOOD	682.85
309110922	09/11/03	10/09/03	663.58	SHERIFF & JAIL	PRISONER FOOD	663.58
309180559	09/18/03	10/09/03	594.94	SHERIFF & JAIL	PRISONER FOOD	594.94
309250660	09/25/03	10/09/03	510.77	SHERIFF & JAIL	PRISONER FOOD	510.77
310020806	10/02/03	10/09/03	809.89	SHERIFF & JAIL	PRISONER FOOD	809.89
309040636	09/04/03	10/09/03	106.40	SHERIFF & JAIL	PRISONER SUPPLIES	106.40
309180559	09/18/03	10/09/03	106.40	SHERIFF & JAIL	PRISONER SUPPLIES	106.40
309250660	09/25/03	10/09/03	16.08	SHERIFF & JAIL	PRISONER SUPPLIES	16.08
310020806	10/02/03	10/09/03	130.19	SHERIFF & JAIL	PRISONER SUPPLIES	130.19
309040636	09/04/03	10/09/03	37.99	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	37.99
309110922	09/11/03	10/09/03	71.08	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	71.08
309180559	09/18/03	10/09/03	61.28	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	61.28
309250660	09/25/03	10/09/03	120.81	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	120.81
310020806	10/02/03	10/09/03	42.69	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	42.69
Total Displayed =						3954.95
***** SANDRA KING - PANOLA CO DIST CLE						
TRAYLOR	10/01/03	10/01/03	18.00	DISTRICT CLERK	SEMINAR EXPENSE	18.00
WALLACE	10/01/03	10/01/03	18.00	COUNTY COURT/CLERK	SEMINAR EXPENSE	18.00
Total Displayed =						36.00
***** SCOTT-MERRIMAN, INC						
23136	09/30/03	10/09/03	165.52	RECORDS MGMT PRESERVAT	RECORDS MANAGEMENT	165.52
Total Displayed =						165.52

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** SPRINT PCS						
SHERIFF	09/17/03	10/09/03	270.73	SHERIFF & JAIL	TELEPHONE	270.73
						Total Displayed = 270.73
***** SOUTH RAINS WATER SUPPLY						
PCT 1	09/22/03	10/09/03	18.19	UNIT ROAD & BRIDGE	WATER	18.19
						Total Displayed = 18.19
***** SHIRLEY WEEKS						
HOMEEXEP	10/09/03	10/09/03	300.00	COUNTY AGENT	ECONOMIST TRAVEL ALLOWANCE	300.00
						Total Displayed = 300.00
***** THOMSON-WEST						
6018442511	09/19/03	10/09/03	80.00	LAW LIBRARY FUND	LAW LIBRARY	80.00
805160240	09/30/03	10/09/03	30.00	LAW LIBRARY FUND	LAW LIBRARY	30.00
						Total Displayed = 110.00
***** TYLER ASPHALT & GRAVEL CO						
10014229	10/01/03	10/09/03	6953.34	UNIT ROAD & BRIDGE	ROAD MATERIAL	6953.34
10014230	10/01/03	10/09/03	10805.63	UNIT ROAD & BRIDGE	ROAD MATERIAL	10805.63
10014255	09/22/03	10/09/03	594.15	UNIT ROAD & BRIDGE	ROAD MATERIAL	594.15
10014299	09/25/03	10/09/03	13199.31	UNIT ROAD & BRIDGE	ROAD MATERIAL	13199.31
10014324	09/24/03	10/09/03	12808.40	UNIT ROAD & BRIDGE	ROAD MATERIAL	12808.40
10014369	09/29/03	10/09/03	4168.70	UNIT ROAD & BRIDGE	ROAD MATERIAL	4168.70
10014370	09/29/03	10/09/03	9184.41	UNIT ROAD & BRIDGE	ROAD MATERIAL	9184.41
10014402	09/30/03	10/09/03	9287.30	UNIT ROAD & BRIDGE	ROAD MATERIAL	9287.30
10014401	09/30/03	10/09/03	4183.52	UNIT ROAD & BRIDGE	ROAD MATERIAL	4183.52
10014435	10/01/03	10/09/03	16469.01	UNIT ROAD & BRIDGE	ROAD MATERIAL	16469.01
10014462	10/02/03	10/09/03	14117.19	UNIT ROAD & BRIDGE	ROAD MATERIAL	14117.19
						Total Displayed = 101770.96
***** TAWAKONI TIRE SERVICE						
3131	09/24/03	10/09/03	55.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	55.00
						Total Displayed = 55.00
***** FOX GAS						
JAIL	09/08/03	10/09/03	317.32	SHERIFF & JAIL	GAS	317.32
						Total Displayed = 317.32
***** UNIVERSAL TIME EQUIPMENT CO						
23620	10/01/03	10/09/03	420.00	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	420.00
23621	10/01/03	10/09/03	516.25	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	516.25
						Total Displayed = 936.25
***** VERIZON						
JUST CTR	09/25/03	10/09/03	152.97	NON-DEPARTMENTAL	TELEPHONES-ANNEX	152.97
ANNEX	09/25/03	10/09/03	621.70	NON-DEPARTMENTAL	TELEPHONES-ANNEX	621.70
AGENT	09/19/03	10/09/03	109.38	NON-DEPARTMENTAL	TELEPHONES-ANNEX	109.38
473-3008	09/19/03	10/09/03	46.03	SHERIFF & JAIL	TELEPHONE	46.03
473-3181	09/19/03	10/09/03	455.14	SHERIFF & JAIL	TELEPHONE	455.14
PCT 1	09/19/03	10/09/03	206.73	UNIT ROAD & BRIDGE	TELEPHONE	206.73
PCT 3	09/19/03	10/09/03	47.21	UNIT ROAD & BRIDGE	TELEPHONE	47.21
LIBRARY	09/19/03	10/09/03	95.46	PUBLIC LIBRARY	TELEPHONE	95.46
						Total Displayed = 1734.62
***** VIKING OFFICE PRODUCTS						

Invoice	Inv-Date	Due-Date	INV \$	Department	Line Item	Pay \$
155732	09/19/03	10/09/03	170.48	COUNTY AGENT	OFFICE SUPPLIES	170.48
161017	09/23/03	10/09/03	23.65	COUNTY AGENT	OFFICE SUPPLIES	23.65
155732	09/19/03	10/09/03	419.96	COUNTY AGENT	OFFICE EQUIPMENT	419.96
Total Disloyed =						614.09
***** WALMART COMMUNITY BRC						
7643	09/05/03	10/09/03	11.88	SHERIFF & JAIL	PRISONER SUPPLIES	11.88
7860	08/30/03	10/09/03	13.88	SHERIFF & JAIL	OFFICE SUPPLIES	13.88
7643	09/05/03	10/09/03	111.88	SHERIFF & JAIL	OFFICE SUPPLIES	111.88
Total Disloyed =						137.64
***** WILLIAM H MCDOWELL. ATTY						
3898-A	10/03/03	10/09/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3883-A	10/03/03	10/09/03	200.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	200.00
Total Disloyed =						500.00
***** XEROX CAPITAL						
594081565	10/02/03	10/09/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
594081388	10/02/03	10/09/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
594081394	10/02/03	10/09/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
594076771	10/02/03	10/09/03	76.21	NON-DEPARTMENTAL	COPIERS	76.21
Total Disloyed =						433.93

Grand total of Disloyed \$ 156167.77

FUND DESCRIPTION

TOTAL

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002 GENERAL FUND	27686.83
004 RECORDS MGMT PRESERVATION #2	165.52
010 UNIT ROAD & BRIDGE	125182.08
034 PUBLIC LIBRARY	3023.54
038 LAW LIBRARY FUND	110.00
<hr/>	
TOTAL ALL FUNDS:	156167.77



# COUNTY OF RAINS

VOL. 039 PAGE 0703

100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



October 9, 2003  
Expense Report Date

SUBJECT: Payment of County Invoices/Warrants

All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

Signed this 9th of October 2003

Virgil McEnturff, Comm., Pct. 1 Evelyn Malone  
Evelyn Malone, Comm., Pct. 2

Gary Bishop Gary Bishop, Comm., Pct. 3  
Rodney Smith Rodney Smith, Comm., Pct. 4

Joe R. Dougherty  
Joe R. Dougherty, Co. Judge

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

Attorneys at Law  
1517 W. FRONT ST., SUITE 202  
P.O. BOX 2032  
TYLER, TEXAS 75710

Telephone: (903) 597-2897  
Facsimile: (903) 597-2402

VOL. 039 PAGE 0704

September 30, 2003

Judge Joe Dougherty  
Rains County Judge  
P.O. Box 158  
Emory, TX 75440

**VIA FACSIMILE to (903) 473-4298 and Regular Mail**

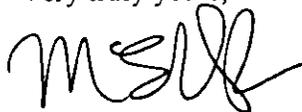
**Re: Request for Agenda Item – Next Commissioner's Court Meeting**

Dear Judge Dougherty,

Please place the following as an item on the Agenda for the next Commissioner's Court Meeting: Consider bid submitted on property previously struck off at Tax Foreclosure Sale. I will not be able to attend this meeting but have sent additional information, which should be helpful to the Board when considering this bid.

Thank you for your attention to this matter.

Very truly yours,



M. Elizabeth Vaughn  
Attorney at Law

MEV/mev

WHEREAS, Rains County has become the owner of certain real property (see attached Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 2367 (see attached Exhibit "A")

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

The Commissioner's Court of Rains County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 9th day of October, 2003

Attest:

Laura Wallace  
County Clerk  
{seal}

Joe Dougherty  
Joe Dougherty, County Judge

Those Voting Aye Were:

Evelyn Malone  
Henry Bishop  
Robney Smith  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay Were:

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

**EXHIBIT "A"**

**Cause No.** 2367, Rains County Appraisal District vs.  
Claudie Thomas Owens

**Judgment Date** November 28, 2000

**Judgment amount** \$9,701.02

**Account No.** #R3646

**Appraised Value** \$13,813.00

**Present Bid** \$1,199.00

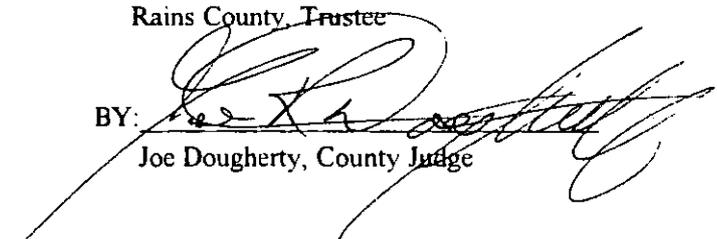
**Bidder** Neil Padden  
3732 Woodshadow Lane  
Addison, TX 75001

**PROPERTY DESCRIPTION**

7.00 acres, more or less, in the T. R. Oxford Survey, Abstract 177

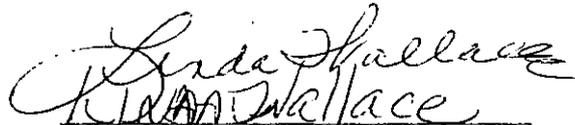
IN TESTIMONY WHEREOF Rains County, Trustee, has caused these presents to be executed this 10 day of October, 2003.

Rains County, Trustee

BY:   
Joe Dougherty, County Judge

STATE OF TEXAS X  
COUNTY OF RAINS X

This instrument was acknowledged before me on this 9th day of October, 2003, by Joe Dougherty, County Judge of Rains County.

  
Linda Wallace  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_  
Rains County Clerk

After recording return to:

Neil Padden  
3732 Woodshadow Lane  
Addison, TX 75001

COMMISSIONERS' COURT  
Rains County

VOL. 039 PAGE 0708

Notice of Open Meeting  
Regular Session  
Rains County Courthouse Annex, Emory, Texas  
October 23, 2003, 7:00p.m.

OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)

- <sup>1A</sup>  
1. ~~012~~ Friends of the Library.

**ACTIONABLE AGENDA**  
Discuss and take necessary action on the following items:

**SECTION I.**  
**COMMITTEE & DEPARTMENT REPORTS**

- <sup>1A</sup>  
1. ~~184~~ Road & Bridge Department
- \_\_\_ a.) Open sealed bids. (Court)
  - \_\_\_ b.) Status of roads & bridges for Rains County. (Jones)
  - \_\_\_ c.) Items for auction. (McEnturff)
  - \_\_\_ d.) Security for equipment & facilities. (McEnturff)
  - \_\_\_ e.) Personnel Matter. (Court)
2. \_\_\_ Litter Abatement & On Site Sewage Facility Reports. (Roland)
- \_\_\_ a.) East Texas Council of Governments Solid Waste Grant Application.

**SECTION II.**  
**FINANCIAL REPORTS & MINUTES**

1. \_\_\_ Payment of accounts.
2. \_\_\_ Line item transfers, if applicable.
3. \_\_\_ Budget amendments, if applicable.
4. \_\_\_ Treasurer's Monthly/Quarterly Reports. (Northcutt)
5. \_\_\_ Minutes of previous Commissioners Court meetings.
6. \_\_\_ District Clerk monthly report. (Traylor)
7. \_\_\_ County Clerk monthly report. (Wallace)

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

1. \_\_\_ County Wide Emergency Management Plan
2. \_\_\_ Subdivision Regulations

**COMMISSIONER VIRGIL MCENTURFF-PCT. 1**

3. \_\_\_ Scoring of County Roads to be Black Topped.

**COMMISSIONER EVELYN MALONE-PCT. 2**

4. \_\_\_ Personnel Policy and Procedures (County Wide)
  - a.) \_\_\_ Workshop

**COMMISSIONER GARY BISHOP-PCT. 3**

5. \_\_\_ Safety Coordinator(County Wide)
  - a.) \_\_\_ Ground Safety Reports
  - b.) \_\_\_ DOT Inspections
6. \_\_\_ Courthouse Renovation
7. \_\_\_ Facilities Maintenance
  - a.) \_\_\_ Courthouse security

**COMMISSIONER RODNEY SMITH-PCT. 4**

8. \_\_\_ LAN Implementation
9. \_\_\_ County Computer Networking System
  - a.) \_\_\_ Hardware & Software
    - 1.) \_\_\_ Purchase & installation of hardware & software for network.
10. \_\_\_ County Website Update & Expansion

**SECTION IV.  
GENERAL COURT ITEMS**

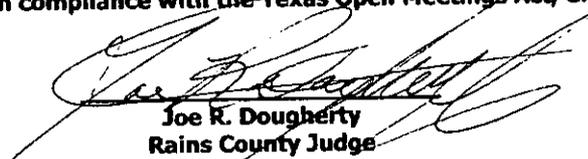
1. <sup>1/11</sup>~~1/42~~ Select county depository. (Court)
2. <sup>1/138</sup> Hockley County Land. (McEnturff)
3. \_\_\_ Plan for GASB-34. (Malone)
4. \_\_\_ Policy and drivers list for county courier vehicle. (Judge)
5. \_\_\_ Resolution to re-appoint Mr. Bill Gleason to Position #7, representing Rains County on the Andrews Center board of Trustees. (Judge)

6. \_\_\_ Procedure and use of county network system as presented by Chuck Witt.
7. \_\_\_ Sharing of Emergency Management DSL line with Emergency Service Area Board. (Judge)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
October 20, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**OCTOBER 23, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 23<sup>RD</sup> DAY OF OCTOBER, 2003, AT 7:00 P.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 7:00 P.M. ON THURSDAY, OCTOBER 23, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 7:00 P..M. ON THURSDAY, THE 23<sup>RD</sup> DAY OF OCTOBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

JIM PAINTER ADDRESSED THE COURT RE: LIBRARY.

DUANE PARKHURST ADDRESSED THE COURT RE: PURCHASE OF 400' 6" WATER PIPE FOR SOUTHWEST RAINS FIRE DEPARTMENT.

IV. 1. Tape 1A 015 THE MATTER OF *SELECT COUNTY DEPOSITORY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE BID FROM FIRST NATIONAL BANK OF EMORY AS THE COUNTY DEPOSITORY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 184 THE MATTER OF *OPEN SEALED BIDS* CAME TO THE ATTENTION OF THE COURT.

*FOUR BROS. OUTDOOR POWER*<sup>1</sup>, BID #1

*FUTURE EQUIPMENT*<sup>2</sup>, BID # 2

*NICHOLS MACHINERY COMPANY*<sup>3</sup>, BID #3

*HOLT CAT*<sup>4</sup>, BID # 4

*GEORGE P. BANE, INC*<sup>5</sup>, BID #5

*CRESCENT MACHINERY COMPANY*<sup>6</sup>, BID #6

*NORTRAX*<sup>7</sup>, BID # 7

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.b. Tape 1A 741 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, SUBMITTED ORAL AND WRITTEN REPORT<sup>8</sup>.

I. 1.c. Tape 1B 024 THE MATTER OF *ITEMS FOR AUCTION* CAME TO THE

---

<sup>1</sup>FOUR BROS. OUTDOOR POWER BID

<sup>2</sup>FUTURE EQUIPMENT BID

<sup>3</sup>NICHOLS MACHINERY COMPANY BID

<sup>4</sup>HOLT CAT BID

<sup>5</sup>GEORGE P. BANE, INC BID

<sup>6</sup>CRESCENT MACHINERY COMPANY BID

<sup>7</sup>NORTRAX BID

<sup>8</sup>COMPLETED WORK FOR 10/06/2003 THROUGH 10/16/2003, AVIS JONES

ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.d. Tape 1B 165 THE MATTER OF *SECURITY FOR EQUIPMENT & FACILITIES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.e. Tape 1B 173 THE MATTER OF *PERSONNEL MATTER* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1B 204 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>9</sup>.

I. 2.a. Tape 1B 218 THE MATTER OF *EAST TEXAS COUNCIL OF GOVERNMENTS SOLID WASTE GRANT APPLICATION* CAME TO THE ATTENTION OF THE COURT.

---

<sup>9</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 10/23/03

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE RESOLUTION<sup>10</sup> AUTHORIZING THE GRANT APPLICATION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 1. Tape 1B 244 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>11</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 2. Tape 1B 263 THE MATTER OF *LINE ITEM TRANSFERS, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 2. Tape 1B 289 THE MATTER OF *BUDGET AMENDMENTS, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED

---

<sup>10</sup>RESOLUTION OCTOBER 23, 2003

<sup>11</sup>COMMISSIONERS COURT REGISTER DATED 10/23/03

BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE BUDGET AMENDMENTS<sup>12</sup>  
FOR TRANSFERRING \$2,000.00 FROM LIBRARY CAPITAL TO SALARIES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER EVELYN MALONE TO SET UP A BAIL BOND  
ACCOUNT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

II. 2. Tape 1B 340 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY  
REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED  
BY COMMISSIONER RODNEY SMITH TO APPROVE THE MONTHLY & QUARTERLY  
REPORTS<sup>13</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 1B 360 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS  
COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY  
SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO WAIVE THE READING OF THE  
MINUTES AND APPROVE THE MINUTES OF SEPTEMBER 18, 2003.

---

<sup>12</sup>BUDGET AMENDMENTS DATED 10/23/03

<sup>13</sup>QUARTERLY REPORT DATE JULY-AUG-SEPTEMBER 2003

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

AT 8:43, A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY  
SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 8:55 P.M. WITH ALL MEMBERS  
OF THE COURT PRESENT

IV. 2. Tape 1B 738 THE MATTER OF *HOCKLEY COUNTY LAND* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER EVELYN MALONE TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 2A 001 THE MATTER OF *PLAN FOR GASB-34* TO THE ATTENTION OF  
THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY  
SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO DROP THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2A 030 THE MATTER OF *RESOLUTION TO RE-APPOINT MR. BILL  
GLEASON TO POSITION #7, REPRESENTING RAINS COUNTY ON THE ANDREWS CENTER  
BOARD OF TRUSTEES.* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RE-APPOINT BILL GLEASON TO POSITION #7 TO THE ANDREWS CENTER BOARD OF TRUSTEE<sup>14</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 7. Tape 2A 038 THE MATTER OF *SHARING OF EMERGENCY MANAGEMENT DSL LINE WITH EMERGENCY SERVICE AREA BOARD* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THIS AGENDA ITEM.

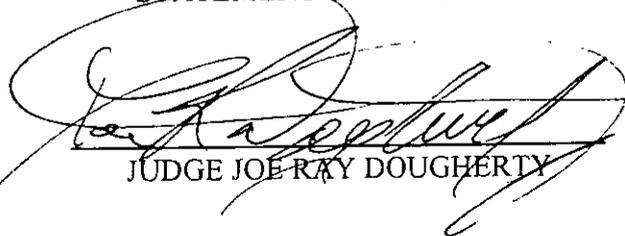
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADJOURN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 9:29 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY

---

<sup>14</sup>RESOLUTION DATED 10/23/03

Virgil McEnturff  
COMMISSIONER VIRGIL MCENTURFF

Evelyn Malone  
COMMISSIONER EVELYN MALONE

Gary Bishop  
COMMISSIONER GARY BISHOP

Rodney Smith  
COMMISSIONER RODNEY SMITH

ATTEST

Linda Wallace  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 24th DAY OF November, 2003.



# Four Bros. Outdoor Power

2324 E-130 Royse C ty, TX 75189  
PHONE 972-636-2913 FAX 972-635-9874



NEW HOLLAND 039 PAGE 0720



October 2, 2003

#1

## RAINS COUNTY BACKHOE BID

4- WHEEL DRIVE

85 HORSE POWER

MINIMUM MACHINE WEIGHT 15,000 LBS

LOADER CAPACITY 1.25 CUBIC YARD

LAODER LIFT CAPACITY FULL HEIGHT 7500 LBS

EXTENDEDABLE HOE TO DIG AT LEAST 19 FEET DEEP

TEREX TX760 \$39900.00

TRADE IN 1986 410B JOHN DEERE BACKHOE \$8500.00

Regards,

REX KELLY

REX KELLY  
Vice President



#2  
VOL. 039 PAGE 0721

Saturday, October 18, 2003

Rains County Pct  
P. O. Box 597  
Emory, TX 75440

We are pleased to quote the following equipment.

**New Case 580M Turbo Loader Backhoe** with, 85 gross horsepower Case diesel Engine, 4 speed transmission, forward and reversing power shuttle, 28.5 GPM hydraulic pump, Extendahoe backhoe, backhoe boom lift capacity at ground level 2,270 LB., maximum loader lift capacity of 6,182 LB., 12.00 x 16.5 8 ply front tires, 19.5L x 24 10 ply rear tires, 4 wheel drive, full instrumentation,

Specification for bid	Case Backhoe Specification
1) 4 Wheel Drive	Yes
2) Gross power rating @ 2,200 RPM & at least 85 HP.	85 HP @ 2,200 RPM
3) Shuttle gear box	Yes
4) Minimum machine weight not less than 15,000 Lbs.	580m Turbo weight 14,972 Lbs.
5) Loader Capacity at least 1.25 cubic yard	1.25 cubic yard bucket. 83" width
6) Loader lift capacity to full height at least 7,500 Lbs.	Lift capacity to full height 6,182 Lbs.
7) Extendable hoe to dig at least 10 feet deep.	max dig depth 18' 3"

Bid Price \$ 46,749.00

Trade Allowance of John Deere 410B \$ 6,500.00

Sincerely,

Brian Van Arman

EULESS: 2018 AIRPORT FREEWAY • EULESS, TEXAS 76040 • 817-283-2844  
SHERMAN: 3600 HIGHWAY 82 EAST • SHERMAN, TEXAS 75090 • 803-883-7588  
GAINESVILLE: 3218 HIGHWAY 82 WEST • GAINESVILLE, TEXAS 76240 • 817-665-4314  
TYLER: 914 S. SOUTHWEIT LOOP 323 • TYLER, TEXAS 75701 • 803-883-0201  
LONGVIEW: 281 SOUTH EASTMAN ROAD • LONGVIEW, TEXAS 75602 • 803-753-4481

**CASE**

10/17/2003

Quote valid 30 days

#3

Phone: (903) 758-5547  
Mob: (903) 235-6700  
Fax: (903) 758-5540



To: Rains County Road & Bridge  
Bid Proposal  
(903) 473-8783 Phone

From: Jason Brannan  
Conley-Lott-Nichols  
(903) 235-6700 Cell  
(903) 758-5540 Fax

Subject: Bid Proposal for New Backhoe

**New Terex 760 Tractor Loader Backhoe**

**Brief Description:**

4 Wheel Drive/ 4 speed Power Shuttle Transmission  
Perkins Turbo Diesel/ 800 Gross HP @ 2200 RPM  
Machine Weight = 15,800 lbs  
Loader Bucket Capacity = 1.32yd<sup>3</sup>  
7,604 lbs Loader lift capacity at full height  
14' Boom w/Extending Dipper - dig depth 19'3"  
\*\*See attached sheet for complete specs

**Trade-in Description:**

1986 John Deere 410B w/4400 hrs s/n T0410BB724272

Backhoe Bid Price	\$42,478.00
Trade-in Allowance	(\$8,500.00)
<b>Total with Trade</b>	<b>\$33,978.00</b>

\*Availability - In Stock

Dallas, TX 75256 P.O. Box 680236 214-565-5500 1-800-733-3581 Fax 214-428-4346	Denton, TX 76021 520 S. Elm 940-323-8400 877 816 8966 Fax 940-381-2626	Ft. Worth, TX 76119 2727 E. Loop # 1 South 817-634-2202 1-800-776-5044 Fax 817-457-0415	Longview, TX 75806 P.O. Box 2029 903-758-5547 1-800-755-3715 Fax 903-758-5540	McKinney, TX 75070 3512 N. Central Expwy 972-542-2881 or 972-562-2969 1-800-211-3503 Fax 972-562-2722	San Antonio, TX 78222 5300 S.E. Loop 410 210-648-3531 1-800-755-3717 Fax 210-648-6580	Waco, TX 76705 1507 North I-35 254-799-4888 1-800-889-6032 Fax 254-799-0386
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**Terex TX760**  
**Bid Specifications for Tractor Loader Backhoe**  
**4 Wheel Drive, FOPS Canopy and Extendible Dipperstick**

**Description**

The loader backhoe shall be four wheel drive, industrial, integral frame type with a flat deck operators station. The frame of the machine shall be a fabricated box section that runs the full length of the chassis. The machine shall feature a componentized drivetrain.

**Weight**

The standard or basic unit shall weigh not less than 15,900 lbs. excluding any tire ballast and accessories which are not included in the basic specification.

**Wheelbase**

Minimum shall be 84 inches.

**Engine**

The unit shall have a heavy duty, water cooled, turbocharged, four cylinder diesel engine with a minimum displacement of 240 cubic inches. The engine shall produce a minimum net SAE horsepower of 80 and 254 ft.-lbs. of torque when rated at not more than 2,200 rpm. The engine shall be equipped with the following as a minimum:

- Belt driven water pump.
- 12 volt electrical system, with a 70 amp alternator, starter motor and heavy duty, low maintenance battery
- Air cleaner, heavy duty, two stage, dry type with restriction indicator.
- Spin-on type oil filter.
- Fuel filter with water separator and replaceable elements
- Self priming fuel system
- Fuel tank with integral fuel gauge and a minimum capacity of 31.7 gallons
- Vertical exhaust system
- Hand and foot throttles
- Rear pivoting, full tilting engine hood with gas strut.
- Battery powered cold weather starting aid to preheat incoming air to engine.

**Steering**

- The loader backhoe shall be equipped with the manufacturer's heavy duty front axle with a SAE J43 rated capacity of not less than 17,550 lbs.
- The turning circle shall not exceed a maximum of 27 ft. between curbs and 35 ft. 10 in. between walls (measured without the use of brakes).
- The axle beam shall have an oscillation of at least 18 degrees.
- Wheel bearings should be sealed-for-life units.
- There shall be fully hydrostatic/hydraulic power steering.

**Axles**

- Rear axle to have outboard planetary final drives.
- Front axle must have 50 degree steering angle.
- Rear axle to have wet disk brakes on each axle shaft.
- Foot operated differential lock on rear axle.

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**Transmission**

- The loader backhoe shall not have less than four forward and reverse speeds.
- There shall be a single hand control hydraulic reverser, so that when the control is in the forward position the unit will move forward, and when the control is in the rearward position the unit will move backward.
- The control shall have a positive detent in the neutral position to avoid unwanted movement of the lever.
- Forward-reverse shuttle movements shall be possible under full engine power without any adverse effect on the transmission.
- Forward and reverse shifting shall be accomplished by an electronic directional control, without any mechanical connections to the transmission.
- Transmission to have modulating valves incorporated into the forward and reverse control to allow for smooth directional change.
- The transmission shall be isolated from the rear drive axle by a drive shaft.
- Four wheel drive engagement shall be accomplished by a wet multi-plate disc clutch that will allow for engagement while the machine is moving under full power.

**Brakes**

- The loader backhoe shall be equipped with fully compensated, oil immersed, multi-plate brakes acting on the two rear wheels. The two wheels shall be capable of being braked independently. When both pedals are braked together, the brakes shall be self-equalizing.
- Automatic engagement of 4 wheel drive when brakes are applied.
- Brakes are to be self-adjusting.

**Tires**

- Front tires shall be 12.5/80 x 18, industrial lug tread, mounted on rims of proper width as are recommended by the tire manufacturer.
- Rear tires shall be 19.5L x 24, type R-4, industrial traction tread, mounted on rims of proper width as recommended by the tire manufacturer.

**Hydraulic System**

- Hydraulic tank shall be fillable from ground level and the fluid in the tank easily checked, also from ground level.
- There must be a heavy duty, split-on type hydraulic oil filter with replaceable element located on the return line.
- The backhoe hydraulic circuit shall be of the "closed center" type while the loader circuit shall be an "open center".
- The system shall have the ability to select either one or two pumps based upon digging demand or operator speed preference.
- The tandem gear pump system shall also be equipped with an automatic pump unloader system. Pumps should have a minimum volume output of not less than 37.5 gal./minute at 2200 engine rpm.
- The main relief valve shall have a setting of at least 3250 psi.

**Front End Loader**

- The heavy duty front end loader shall be hydraulically operated and equipped with two double acting lift cylinders and one double acting dump cylinder.
- The loader beams are to be of a heavy duty construction of a parallel design with a large rectangular box section brace to connect the two beams together.
- The SAE heaped capacity of the bucket shall not be less than 1.3 cubic yards and the bucket shall be equipped with a bolt-on reversible cutting edge.
- Loader lift capacity to full height shall not be less than 7,800 lbs.
- The breakout force of the bucket shall not be less than 10,400 lbs.
- The maximum dump clearance under the bucket shall not be less than 8 ft. 9 in. at 45 degree dump angle.
- The bucket shall dump to an angle of not less than 55 degrees.
- Bucket control shall be by a single lever and there shall be an indicator on the bucket cylinder to indicate the angle of the bucket.

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- There shall be no more than 16 greasing points on the loader.
- Loader bucket cylinder must have a "dump cushion" built into the cylinder.
- Loader must be equipped with a "return-to-dig" feature.
- Bucket must roll back a minimum of 45 degrees at the ground.

**Backhoe**

- The backhoe shall be hydraulically operated and equipped for raising, lowering, digging, swinging and dumping the bucket.
- The boom and dipperstick shall be a fully welded, fabricated box section design with castings at the pivot points.
- All cylinders shall be double acting with cushioning at the end of the cylinder stroke for swing, boom raise and bucket crowd functions.
- Backhoe control shall be the two lever type.
- Radial outriggers shall be individually, hydraulically controlled and shall provide a wide stance of not less than 11 ft. 0 in. Outriggers to have lockout valves for both raise and lower.
- The outriggers shall have enough stroke to allow them to level the machine on a 15 degree side slope.
- The backhoe shall be equipped with an extendible dipperstick.
- The backhoe shall be equipped with a 24 inch heavy duty trenching bucket.
- Maximum dump clearance under the bucket shall not be less than 11 ft. 5 in. (retracted) and 14 ft. 8 in. (extended).
- The digging depth shall not be less than 14 ft. 7 in. (retracted) and 19 ft. 0 in. (extended) when equipped with the 24 inch trenching bucket.
- The backhoe shall be capable of digging at any angle within a swing arc of not less than 180 degrees and shall have a maximum reach beyond the pivot point of not less than 19 ft. 3 in. (retracted) and 23 ft. 5 in. (extended).
- The dipper shall have a digging force of not less than 8,329 lbs.
- Published lifting capacities for the backhoe shall apply throughout the full 180 degree swing arc.
- A means shall be provided for locking both the boom and swing assembly in the transport position, in a single operation. The operator shall not leave the seated position to engage the transport lock.
- The outrigger controls shall be mounted where the operator can reach them from the forward facing position and operate both at one time with one hand.
- The machine is to have a minimum ground clearance of 15 inches under the swing post.
- The bucket is to have a total rotation of 194 degrees.
- Bucket breakout force shall be no less than 12,500 lb. ft.

**Equipment**

The unit shall be complete with all standard equipment and accessories normally furnished. In addition, equipment shall be furnished as follows:

- Rear tilting engine hood for easier servicing.
- The loader backhoe shall meet all applicable OSHA requirements.
- Two double face amber flashing lights, meeting requirements of SAE J-137 (Mar. 83).
- Seat must be easily reversible for backhoe operation, mounted on the flat deck operators platform.
- Roll Over Protection Structure (ROPS) and canopy meeting the requirements of SAE J-1040 (Apr. 88), SAE J-1043 (Sept. 87), and SAE J-1164 (May 83). These standards include 100 lb. falling object test and labeling.
- Safety belt meeting the requirements of SAE J-386 (June 85).
- Hydraulic relief valves to prevent overloads.
- Back-up alarm meeting the requirements of SAE J-994 (March 85) and SAE J-1446 (July 83).
- Rear view mirrors.
- Center mount backhoe with line ar swing cylinders, (180 degree swing arc).
- Backhoe boom and swing transport lock.
- Loader control - single lever.
- Hydraulic self leveler for loader bucket.



San Antonio • Austin • Corpus Christi • Dallas • Ft Worth • Laredo • Longview • Texarkana • Tyler • Victoria • Waco • Weslaco

10/20/03

#4

Rains County Road & Bridge Department  
PO Box 158  
Emory, Texas 75440

**BACKHOE LOADER BII:**

Manufacturer – Caterpillar

Model – 420D Backhoe Loader

\$52,195.00 Sale Price  
~~\$5,000.00 Deere 410B #734272 Trade In~~  
\$47,195.00 Difference

Financing is available at 3.75% for up to sixty month notes and 4.00% for notes of sixty one to seventy two month terms.

This machine comes with a full machine warranty for one year or 1500 hours.

I have included information on how the machine is configured and the warranty statement that applies. We appreciate the opportunity to quote the counties business.

Thank You

Matt Cook  
Holt Cat Sales Representative  
PO Box 7587  
Tyler, Texas 75711-7587  
(903) 595-6424 office  
(903) 574-0441 mobile

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**PUBLIC NOTICE**

The Rains County Commissioners' Court will be accepting Sealed Bids for a new backhoe for the Rains County Road and Bridge Department with specifications as follows:

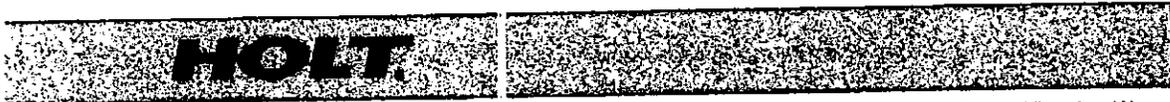
- 4-wheel drive
- Gross power rating @ 2,200 RPM at least 85 hp.
- Shuttle gearbox
- Minimum machine weight not less than 15,500 lbs.
- Loader capacity at least 1.25 cubic yard.
- Loader lift capacity to full height at least 7,500 lbs.
- Extendable hoe to dig at least 19 feet deep.

Bids must consider and allow for trade-in of a 1986, 410 B John Deere backhoe with 4,400 hours.

Bids shall be mailed to or hand delivered to the Rains County Judges' Office, P.O. Box 158, Emory, Texas 75440 no later than October 20, 2003, 5:00 P.M. Bids will be opened at the regular Rains County Commissioners Court Meeting October 23, 2003 at 7:00 P.M. Please mark bid envelopes as Sealed Bid.

Rains County Commissioners' Court reserves the right to accept or reject any or all bids.

Any questions or to review the trade-in machine contact Avis Jones, Rains County Road and Bridge Administrator at 903-473-8783, 1293 S. Hwy. 19, Emory, Texas 75440.



San Antonio • Austin • Corpus Christi • Dallas • Ft Worth • Laredo • Longview • Texarkana • Tyler • Victoria • Waco • Weslaco

10/20/03

Rains County Road & Bridge Department  
PO Box 158  
Emory, Texas 75440

**CATERPILLAR 420D BACKHOE LOADER (NEW)**

- OROPS (canopy)
- 2" Seat Belt
- 85 HP Turbo Charged Engine
- Four Wheel Drive
- Hydraulically Extendable Stick
- Five Function Hydraulics
- 24" 6.2 CFT Bucket with Teeth
- 1.25 Cyd. GP Loader Bucket with Bolt on Cutting Edge
- Stationary Gauge Panel
- High Ambient Cooler
- GP Loader Hydraulics
- Excavator Style Backhoe Controls with Pattern Changer
- 12.5/80-18 10 Ply Front Bias Ply Tires
- 19.5-24 10 Ply Rear Bias Ply Tires
- Vandalism Padlocks
- Street Stabilizer Pads
- 1250 Lbs. Counterweight
- In Addition to all Standard Equipment
- One Year or 1500 Hour Full Machine Warranty



#5

GEORGE P. BANE, INC. / P. O. BOX 4686 / TYLER, TEXAS 75712 / TELEPHONE 903/597-6641  
FAX NUMBER 903/593-0518  
WATS NUMBER 800/594-2200

October 20, 2003

Rains County Judges Office  
P. O. Box 158  
Emory, Texas 75440

Dear Judge and Commissioners,

Thank you for the opportunity to quote a New Holland Loader Backhoe to you. New Holland Construction Equipment ( better known as Ford ) has been making loader backhoes for several years. We have been very impressed with New Holland Construction Equipment, New Holland is leading the industry when it comes to after-sales support. We know that you will be very satisfied with a New Holland Loader Backhoe. Our quote is as follows:

(1) New Holland LB75.B Loader Backhoe with all standard equipment meeting or exceeding specifications, plus 4 wheel drive, hydraulically extendable dipper and 24" backhoe bucket. Delivery within one week. *SH*

Sales Price \$ 51,150.00

(1) Trade In of 1986 JD 410B S/N 724272

Trade in Price \$ (10,000.00)

Trade Difference \$ 41,150.00

Once again, Thank you for the opportunity to quote a New Holland LB75.B Loader Backhoe to you. If we can be of any help to you, please don't hesitate to call us at 800/594-2200.

Sincerely,

Stephen Hood  
Industrial Sales Representative

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# CRESCENT MACHINERY COMPANY

2323 Irving Blvd., Dallas, TX 75207 \* (214) 631-6460 \* (214) 631-6428 - fax

October 14, 2003

#6

Rains County Judge's Office  
P.O. Box 158  
Emory, TX 75440

Guide Reference Number: 1521106-04/30/2003

We offer for your consideration our bid for a 2003 JCB Model 214 - 4 wheel Drive backhoe having the following specifications:

- 86 net H.P. @ 2200 R.P.M.
- Synchro Shuttle Transmission
- Machine Weight: 16,437 lbs.
- "Extradig" to dig to 18'6"
- 14 - 17.5, 10 ply front tires
- 19.5 L-24, 10 ply rear tires
- Canopy, dual entry
- Suspension seat, vinyl & 2" seatbelt
- SAE Backhoe Controls - 2 lever plus pattern
- 1.4 cu yd heavy duty loader bucket 92" wide
- Bolt-on cutting edge
- 24" backhoe bucket, 7.1 cu. ft., 4 teeth
- Reversible type flip-over outrigger pads
- Operators manual & parts book

Price f.o.b. Emory, TX	\$49,946.00
Trade allowance for 1986 model 410B John Deere	<u>\$ 3,500.00</u>
	\$46,446.00

Delivery can be made within 30 days.  
Terms: Net 30 days.

Thank you.

Sincerely,

Dick Jefferies  
Governmental Sales





# COUNTY OF RAINS

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

## Work Completed 10-06-03 Through 10-16-03

10-06-03 (Monday) 121.79 tons oil sand applied and reworked on CR 1605, applied and reworked 420.31 tons oil sand on CR 1402 and 121.41 tons oil sand applied and reworked on CR 1520, also used 4 loads rock, using equipment #'s 103, 204, 504, 505, and 704. Brush axed CRs 1280, 1300, 1301, 1302 and 1305. Packed CRs 1515 and 1605. Shovel patched with 1 load oil sand CRs 2130, 2131, 2132, 2151, 2181 and 2330. Vegetation control on CRs 1280, 1300 and 1308 using equipment #'s 105, 107, 410, 411 and 712. Shredded CRs 1150, 1151, 1152, 1275, 1308 and 1320 using equipment # 412.

10-07-03 (Tuesday) Applied and reworked 196.13 tons oil sand to CR 1520 using equipment # 103. Applied and reworked 48.04 tons oil sand to CR 1320 and 372.99 tons oil sand to CR 1320. Added 2 loads oil sand to new culvert on CR 2180. Shovel patched CRs 1320, 1399, 1402, 1515, 2180 and 2310 using 2 loads oil sand and equipment #'s 102, 205, 505, 704 and 712. Shovel patched with 1 load oil sand CRs 3030, 3040, 3335 and 3338. Put out signs to close CR 1402 to repair bridge. Shredded CRs 1274, 1275, 1280, 1285, 1295, 1300, 1301 and 1495 using equipment # 412.

10-08-03 (Wednesday) Applied and reworked 396.10 tons of oil sand to CR 1320, 174.26 tons to CR 1308 and 25.40 tons to CR 1330, using equipment #'s 103 and 504. Packed CR 1520 and added 2-1/2 loads rock to bridge on CR 1402, also patched and welded surrounding areas of bridge. Used equipment #'s 102, 108, 203, 705 and 712. Serviced equipment at Pct. 1 yard. Added and spread 6 loads dirt at retaining wall at Annex, using equipment #'s 104 and 106. Shovel patched CR 1325. Shredded CRs 1150, 1153, 1155, 1275, 1278, 1315, 1325 and 1495, using equipment # 412.

10-09-03 (Thursday) Rain, serviced County equipment #'s 102, 104, 105, 107, 203, 410, 411, trailers and tractors. Applied and packed 3 loads rock to CR 2310. Shredded CRs 1325, 1490, 1491 and 1495.

Page 2

**Work Completed 10-06-03 Through 10-16-03**

10-13-03 (Monday) Oiled and reworked 25.17 tons oil sand on CR 1308. Oiled and reworked CR 1320 with 224.25 tons oil sand. Applied and reworked CR 1330 with 969.52 tons oil sand, using equipment #'s 102 and 504. Used ½ load oil sand to smooth edges of CR 1308. Shovel patched CRs 2220, 2250, 3325 and 3388 using 2 loads oil sand and equipment # 107. Shredded CRs 1307, 1315, 1395, 1396, 1397, 1410, 1411, 1412 and 1413.

10-14-03 (Tuesday) Applied and reworked 49.24 tons oil sand to road. Filled in old storm cellar on CR 2110 with dirt. Cleared junk from Pet. 1 Yard. Bladed CRs 3371 and 3419 using equipment #'s 505, 108 and 705. Shredded CRs 1190, 1230, 1235, 1310, 1320, 1322, 1324, 1399, 1450, 1455, 1460, 1470, 1472, 1474, 1502, 1503, 1520, 1521, 1523 and 1525. Shovel patched with 1 load oil sand CRs 1320, 1322, 1324, 1530, 1534, 1535 and 1540 using equipment # 107.

10-15-03 (Wednesday) Installed culvert for property owner on CR 2250 using 1 load rock and also did culvert maintenance on CR 2430. Hauled dirt away from CR 3419 and buried trash on CR 1274. CDL Class A drivers license test taken along with driving test. Bladed CR 2370 and CR 3419 used equipment #'s 102,103, 108, 203, 207, 505, 504, 703 and 705 for these jobs. Shovel patched with 1 load oil sand and equipment # 107 on CRs 1396, 1395, 1402, 1502 and 3419. Shredded CRs 1410, 4235, 4250, 4251, 4252, 4253, 4310, 4330, 4525,4528 and 4530 using equipment # 412, 411,410 and 103.

10-16-03 (Thursday) Installed culvert for property owner on CR 2430 using 1 load rock and equipment #'s 103 and 310. Cleaned out ditches and patched CR 3419 using 1 load oil sand and equipment #'s 102, 207 and 405. Shredded CRs 1402, 1520, 1530, 1531, 1610 and 1615, using equipment #'s 410, 411 and 412. Shovel patched with 1 load oil sand CRs 3237, 3330 and 3345 using equipment # 107.

**Plans For the Next Two Weeks**

According to weather conditions plans are to rework CRs 3190 and 3160 in the next two weeks. Shredding and patching will continue throughout the County also plans are to install several culverts for property owners.

Remember if you need up please call 903-473-8783, fax 903-473-9543 and our email is rains.co.roads @verizon.com

## Environmental Enforcement Report

October 23, 2003

Date	Action	Value Y/T/D
	Litter	
	Community Service	
	Fines YTD	
	Prisoners 8 X 5.50	44.00
	Trash Drop off	
	Total Y/T/D	\$44.00
	OSSF month to date:	
October 16	County 1308 low pressure dosing	275.00
October 16	Private Road 5182 aerobic	275.00
2 systems	OSSF Y/T/D	\$550.00

RESOLUTION

RESOLUTION OF COUNTY OF RAINS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE EAST TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING LEE ROLAND, RAINS COUNTY ENVIRONMENTAL ENFORCEMENT OFFICER TO ACT ON BEHALF OF COUNTY OF RAINS IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED COUNTY OF RAINS WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE EAST TEXAS COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

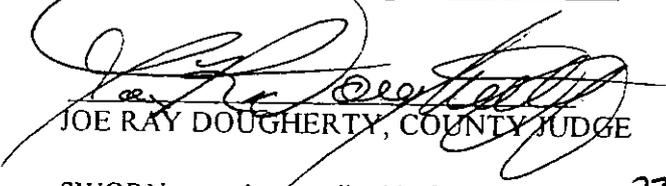
WHEREAS, the East Texas Council of Government is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for the implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, County of Rains in the State of Texas is qualified to apply for grant funds under the Request For Applications.

NOW THEREFORE, BE IT RESOLVED BY COUNTY OF RAINS IN EMORY, TEXAS

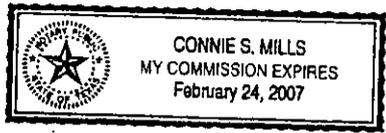
1. That Lee Roland, Rains County Environmental Enforcement Officer is authorized to request grant funding under the East Texas Council of Governments request for Applications of the Regional Solid Waste Grants Program and act on behalf of County of Rains in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, County of Rains will comply with the grant requirements of the East Texas Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the Rains County Commissioners Court in Emory, Texas on this 23<sup>rd</sup> day of October, 2003.

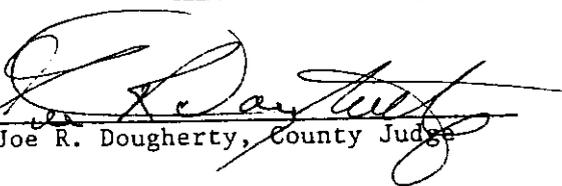
  
JOE RAY DOUGHERTY, COUNTY JUDGE

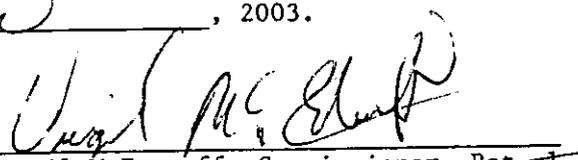
SWORN to and subscribed before me on this 23<sup>rd</sup> day of October, 2003

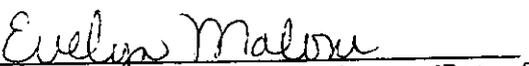
  
Notary Public, State of Texas

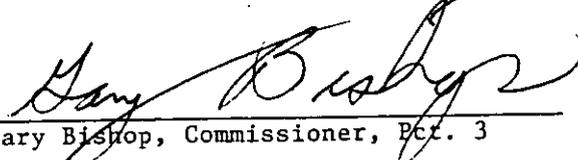


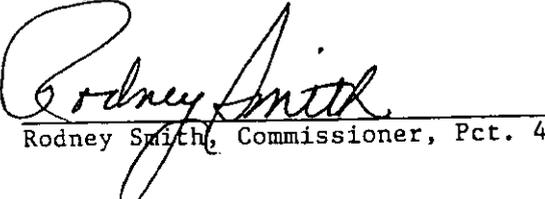
Signed this 23 day of October, 2003.

  
Joe R. Dougherty, County Judge

  
Virgil McEnturff, Commissioner, Pct. 1

  
Evelyn Malone, Commissioner, Pct. 2

  
Gary Bishop, Commissioner, Pct. 3

  
Rodney Smith, Commissioner, Pct. 4

INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** ADVANTAGE COPY SYSTEMS						
58737	10/07/03	10/23/03	98.80	DEPT. OF PUBLIC SAFETY	OFFICE SUPPLIES	98.80
						Total Displayed = 98.80
***** ALBA-GOLDEN CREDIT UNION						
XX	10/10/03	10/10/03	520.00	GENERAL FUND	CREDIT UNION	520.00
						Total Displayed = 520.00
***** ALLIED HEALTH						
HEALTH INS	10/20/03	10/20/03	1407.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	HEALTH INSURANCE	1378.00
					HEALTH INSURANCE	29.00
						Total Displayed = 1407.00
***** AXION, INC						
118720301	10/09/03	10/23/03	65.48	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	65.48
						Total Displayed = 65.48
***** BRUDART CO						
H486259	10/09/03	10/23/03	48.91	PUBLIC LIBRARY	LIBRARY MATERIAL	48.91
H486260	10/09/03	10/23/03	9.69	PUBLIC LIBRARY	LIBRARY MATERIAL	9.69
						Total Displayed = 58.60
***** BODY MASTERS						
XX	09/05/03	10/23/03	62.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	62.00
						Total Displayed = 62.00
***** C & M BLDG SUPPLY						
133660	10/20/03	10/23/03	341.19	MAINTENANCE	BLDG. MAINT	341.19
133668	10/20/03	10/23/03	81.90	MAINTENANCE	BLDG. MAINT	81.90
						Total Displayed = 423.09
***** CONTECH CONSTRUCTION PRODUCTS						
54100024	10/06/03	10/23/03	2356.80	UNIT ROAD & BRIDGE	CULVERTS	2356.80
						Total Displayed = 2356.80
***** CHEM-DUT						
4037	10/09/03	10/23/03	572.77	MAINTENANCE	CUSTODIAL SUPPLIES	572.77
						Total Displayed = 572.77
***** CHARLES DICKENSON						
REIMB	10/16/03	10/23/03	11.67	SHERIFF & JAIL	SEMINAR EXPENSE	11.67
						Total Displayed = 11.67
***** CODY SANDERS						
REIMB CELL	10/23/03	10/23/03	30.78	NON-DEPARTMENTAL	CELL PHONES	30.78
						Total Displayed = 30.78
***** CROSS COUNTRY COMMUNICATIONS						
2180	09/29/03	10/23/03	2426.00	NON-DEPARTMENTAL	NETWORKING	2426.00
2181	09/29/03	10/23/03	3240.00	NON-DEPARTMENTAL	NETWORKING	3240.00
PAYMENT	09/29/03	10/23/03	-3335.00	NON-DEPARTMENTAL	NETWORKING	-3335.00
						Total Displayed = 2331.00
***** DAVID FRAYLOR						
REIMB	10/16/03	10/23/03	11.67	SHERIFF & JAIL	SEMINAR EXPENSE	11.67
						Total Displayed = 11.67

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** DALLAS COUNTY						
69072	10/06/03	10/23/03	146.00	SHERIFF & JAIL	LAB - FORENSIC	146.00
						Total Displayed = 146.00
***** D D LUBE CENTER						
670	09/17/03	10/23/03	38.33	ENVIRONMENTAL ENFORCE	VEHICLE MAINT.	38.33
						Total Displayed = 38.33
***** DUKU OIL CO						
23818	10/06/03	10/23/03	20.08	ENVIRONMENTAL ENFORCE	FUEL	20.08
23880	10/10/03	10/23/03	19.70	ENVIRONMENTAL ENFORCE	FUEL	19.70
23956	10/16/03	10/23/03	17.89	ENVIRONMENTAL ENFORCE	FUEL	17.89
						Total Displayed = 57.67
***** DON SMITH						
REIMB	10/14/03	10/23/03	37.21	JUSTICE PEACE	OFFICE SUPPLIES	37.21
REIMB CELL	10/23/03	10/23/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
						Total Displayed = 79.71
***** DESK TOP						
17673	10/13/03	10/23/03	249.99	DISTRICT CLERK	OFFICE EQUIPMENT	249.99
17664	10/10/03	10/23/03	387.93	RECORDS MGMT PRESERVAT	RECORDS MANAGEMENT	387.93
						Total Displayed = 637.92
***** EDDIE BURNS						
REIMB	10/23/03	10/23/03	10.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	10.00
						Total Displayed = 10.00
***** EMORY FOOD MART						
SHERIFF	10/01/03	10/23/03	142.51	SHERIFF & JAIL	PRISONER FOOD	142.51
						Total Displayed = 142.51
***** ELECTRONIC FEDERAL TAX PMT SYS						
WH-SS	10/10/03	10/10/03	9250.20	GENERAL FUND	PAYROLL W/H PAYABLE	2290.93
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6695.62
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
						Total Displayed = 9250.20
***** EVELYN MALONE						
REIMB CELL	10/23/03	10/23/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
						Total Displayed = 42.50
***** ENVIRONMENTAL OIL RECOVERY						
8481	09/09/03	10/23/03	35.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	35.00
						Total Displayed = 35.00
***** EQUIPMENT SUPPORT SERVICES						
757505	10/09/03	10/23/03	311.01	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	311.01
						Total Displayed = 311.01
***** EVERCOM SYSTEMS, INC						
101603	10/16/03	10/23/03	225.00	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	225.00
						Total Displayed = 225.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** FIRST CHOICE POWER						
PCI 4	10/10/03	10/23/03	78.84	UNIT ROAD & BRIDGE	ELECTRIC	78.84
JAIL	10/08/03	10/23/03	1374.80	SHERIFF & JAIL	ELECTRIC	1374.80
ANNEX	10/09/03	10/23/03	1197.36	NON-DEPARTMENTAL	ELECTRIC	1197.36
Total Displayed =						2651.00
***** GRIFFIN COMMUNICATION & SECURITY						
13309	10/14/03	10/23/03	380.00	NON-DEPARTMENTAL	TELEPHONES-ANNEX	380.00
13302	10/14/03	10/23/03	145.00	NON-DEPARTMENTAL	TELEPHONES-ANNEX	145.00
Total Displayed =						525.00
***** GREENVILLE HERALD BANNER						
XX	09/30/03	10/23/03	506.00	NON-DEPARTMENTAL	PUBLICATIONS	506.00
Total Displayed =						506.00
***** GEORGE P BANE, INC						
01046624	10/10/03	10/23/03	101.46	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	101.46
Total Displayed =						101.46
***** GRAY'S WHOLESALE TIRE DIST. INC						
158128	10/06/03	10/23/03	78.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	78.00
Total Displayed =						78.00
***** HERSCHEL BULLARD						
REIMB CELL	10/23/03	10/23/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
Total Displayed =						30.78
***** HOPKINS CO MEMORIAL HOSPITAL						
INMATE	09/13/03	10/23/03	147.20	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	147.20
Total Displayed =						147.20
***** HALL'S PHARMACY						
INMATE	09/25/03	10/23/03	27.81	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	27.81
INMATE	09/19/03	10/23/03	265.56	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	265.56
INMATE	09/26/03	10/23/03	62.41	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	62.41
INMATE	09/26/03	10/23/03	226.08	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	226.08
Total Displayed =						581.86
***** HOOTEN'S WELDING & MFG						
SHERIFF	09/10/03	10/23/03	45.54	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	45.54
SHERIFF	09/05/03	10/23/03	1.44	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	1.44
SHERIFF	09/03/03	10/23/03	20.00	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	20.00
Total Displayed =						66.98
***** I C O PIPE SUPPLY						
58999	10/20/03	10/23/03	20.19	MAINTENANCE	BLDG. MAINT	20.19
Total Displayed =						20.19
***** J A SEXAUER						
105764239	10/01/03	10/23/03	132.50	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	132.50
Total Displayed =						132.50
***** JERRY MARNEY						
REIMB	10/23/03	10/23/03	10.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	10.00
Total Displayed =						10.00

INVOICE	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** JERRY WALLACE						
69148	09/10/03	10/23/03	144.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	144.00
69149	10/02/03	10/23/03	313.05	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	313.05
69147	10/13/03	10/23/03	1007.97	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	1007.97
XX	10/13/03	10/23/03	147.35	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	147.35
Total Displayed =						1612.37
***** JECO HEATING & AIR						
272	10/14/03	10/23/03	273.50	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	273.50
Total Displayed =						273.50
***** JIMMY WOOLLEY						
REIMB CELL	10/23/03	10/23/03	30.78	NON-DEPARTMENTAL	CELL PHONES	30.78
Total Displayed =						30.78
***** J N SIONE						
1220	10/10/03	10/23/03	296.92	UNIT ROAD & BRIDGE	ROAD MATERIAL	296.92
Total Displayed =						296.92
***** JUN WEDERINK						
REIMB	10/09/03	10/23/03	12.50	COUNTY JUDGE	OFFICE SUPPLIES	12.50
REIMB	10/14/03	10/23/03	23.61	COUNTY JUDGE	OFFICE SUPPLIES	23.61
Total Displayed =						36.11
***** JAMES PUBLISHING, INC						
2111521	09/22/03	10/23/03	86.94	COUNTY ATTORNEY	LAW LIBRARY	86.94
Total Displayed =						86.94
***** JOE R DOUGHERTY						
REIMB CELL	10/23/03	10/23/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
Total Displayed =						42.50
***** KENDALL & SON						
23801	10/07/03	10/23/03	907.40	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	907.40
Total Displayed =						907.40
***** KENNETH FRANCIS						
REIMB CELL	10/23/03	10/23/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
Total Displayed =						30.78
***** LEXIS NEXIS MATTHEW BENDER						
309066453	09/30/03	10/23/03	20.00	COUNTY ATTORNEY	LAW LIBRARY	20.00
0309106347	09/30/03	10/23/03	15.00	LAW LIBRARY FUND	LAW LIBRARY	15.00
Total Displayed =						35.00
***** LINDBARGER GOGGAN BLAIR & SAMPSO						
AUG2003	10/15/03	10/23/03	6208.19	NON-DEPARTMENTAL	TAX ATTORNEY	6208.19
SEPT2003	10/15/03	10/23/03	3392.13	NON-DEPARTMENTAL	TAX ATTORNEY	3392.13
Total Displayed =						9600.32
***** LINDA STONE						
REIMB	10/15/03	10/23/03	59.92	PUBLIC LIBRARY	TRAVEL	59.92
Total Displayed =						59.92
***** MARK SMITH						
REIMB	10/15/03	10/23/03	17.75	SHERIFF & JAIL	PRISONER SUPPLIES	17.75

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
Total Displayed =						17.75
***** MICKEY COOPER						
REPL JP	10/10/03	10/23/03	46.16	JUSTICE PEACE	REPLACEMENT FOR JP	46.16
Total Displayed =						46.16
***** MAP SPECIALISTS ADDRESSING GROUP						
905	10/15/03	10/23/03	846.15	NON-DEPARTMENTAL	911 ADDRESSING	846.15
906	10/15/03	10/23/03	846.15	NON-DEPARTMENTAL	911 ADDRESSING	846.15
Total Displayed =						1692.30
***** WACO CLEARING ACCOUNT						
DEF COMP	10/10/03	10/10/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
Total Displayed =						10.00
***** OFFICE DEPOT						
219086138	09/26/03	10/23/03	50.96	JUSTICE PEACE	OFFICE SUPPLIES	50.96
219784289	10/06/03	10/23/03	8.58	JUSTICE PEACE	OFFICE SUPPLIES	8.58
220361817	10/10/03	10/23/03	20.09	COUNTY TREASURER	OFFICE SUPPLIES	20.09
220115538	10/08/03	10/23/03	90.32	COUNTY COURT/CLERK	OFFICE SUPPLIES	90.32
219337163	10/02/03	10/23/03	41.26	COUNTY ATTORNEY	OFFICE SUPPLIES	41.26
219514047	10/02/03	10/23/03	1.15	COUNTY ATTORNEY	LAW LIBRARY	1.15
219919842	10/06/03	10/23/03	290.04	COUNTY JUDGE	OFFICE SUPPLIES	290.04
Total Displayed =						502.40
***** PITNEY BOWES						
OT03	10/13/03	10/23/03	369.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	369.00
Total Displayed =						369.00
***** PATRICIA HARRISON						
CO COURT	09/30/03	10/23/03	235.00	COUNTY COURT/CLERK	COURT REPORTER	235.00
Total Displayed =						235.00
***** RAY RAGAN						
REIMB CELL	10/23/03	10/23/03	30.78	NON-DEPARTMENTAL	CELL PHONES	30.78
Total Displayed =						30.78
***** RAINS COUNTY 4-H						
XX	10/09/03	10/23/03	188.57	SHERIFF & JAIL	PRISONER FOOD	188.57
Total Displayed =						188.57
***** RAINS COUNTY LEADER						
1613	09/09/03	10/23/03	51.30	NON-DEPARTMENTAL	PUBLICATIONS	51.30
1612	09/09/03	10/23/03	14.10	NON-DEPARTMENTAL	PUBLICATIONS	14.10
1737	09/30/03	10/23/03	103.20	NON-DEPARTMENTAL	PUBLICATIONS	103.20
1634	09/16/03	10/23/03	54.00	NON-DEPARTMENTAL	PUBLICATIONS	54.00
1732	09/23/03	10/23/03	220.20	NON-DEPARTMENTAL	PUBLICATIONS	220.20
1739	09/30/03	10/23/03	30.00	NON-DEPARTMENTAL	PUBLICATIONS	30.00
Total Displayed =						472.80
***** ROLAND FERGURSON, ATTY						
3931-A	10/15/03	10/23/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3875-A	10/15/03	10/23/03	350.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	350.00
3897-A	10/15/03	10/23/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
Total Displayed =						900.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** RAINS FAMILY HEALTHCARE						
INMATE	09/03/03	10/23/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
INMATE	09/23/03	10/23/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
INMATE	09/26/03	10/23/03	22.07	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.07
INMATE	09/03/03	10/23/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
INMATE	09/03/03	10/23/03	19.15	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	19.15
INMATE	09/03/03	10/23/03	19.15	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	19.15
INMATE	09/03/03	10/23/03	26.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	26.60
Total Displayed =						166.77
***** RANDY KIRKPATRICK						
REIMB	10/16/03	10/23/03	9.51	SHERIFF & JAIL	SEMINAR EXPENSE	9.51
Total Displayed =						9.51
***** RODNEY SMITH						
REIMB CELL	10/23/03	10/23/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
Total Displayed =						42.50
***** RRY RADIOLOGY & PATHOLOGY						
XX	08/08/03	10/23/03	22.60	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	22.60
Total Displayed =						22.60
***** SKY BLUE WATER						
35568	10/08/03	10/23/03	50.75	NON-DEPARTMENTAL	WATER	50.75
29838	10/08/03	10/23/03	7.00	NON-DEPARTMENTAL	WATER	7.00
Total Displayed =						57.75
***** STATE COMPTROLLER						
JUD FD DIS	10/16/03	10/16/03	12.42	NON-DEPARTMENTAL	TRIAL FEES TO STATE	12.42
Total Displayed =						12.42
***** SYSCO FOOD SERVICES, INC						
310090795	10/09/03	10/23/03	79.35	SHERIFF & JAIL	PRISONER SUPPLIES	79.35
310160626	10/16/03	10/23/03	48.90	SHERIFF & JAIL	PRISONER SUPPLIES	48.90
310090795	10/09/03	10/23/03	68.57	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	68.57
310160626	10/16/03	10/23/03	33.79	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	33.79
310090795	10/09/03	10/23/03	509.24	SHERIFF & JAIL	PRISONER FOOD	509.24
310160626	10/16/03	10/23/03	561.08	SHERIFF & JAIL	PRISONER FOOD	561.08
Total Displayed =						1300.93
***** SHIRLEY C FORE						
CO COURT	10/14/03	10/23/03	235.00	COUNTY COURT/CLERK	COURT REPORTER	235.00
Total Displayed =						235.00
***** SCOTT-MERRIMAN, INC						
23000	10/13/03	10/23/03	225.00	RECORDS MGMT PRESERVAT	RECORDS MANAGEMENT	225.00
Total Displayed =						225.00
***** SULPHUR SPRINGS CARPETS						
1228	10/22/03	10/22/03	243.08	MAINTENANCE	BLDG. MAINT	243.08
Total Displayed =						243.08
***** STAPLES						
AUTHP06585	10/13/03	10/23/03	329.00	JUSTICE CT TECHNOLOGY	J P COURT	329.00
456325011	10/02/03	10/23/03	-48.65	JUSTICE CT TECHNOLOGY	J P COURT	-48.65
Total Displayed =						280.35

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** THOMSON-WEST						
601842868	09/18/03	10/23/03	94.00	COUNTY ATTORNEY	LAW LIBRARY	94.00
805159232	09/30/03	10/23/03	120.00	LAW LIBRARY FUND	LAW LIBRARY	120.00
805166511	09/30/03	10/23/03	75.00	LAW LIBRARY FUND	LAW LIBRARY	75.00
Total Displayed =						289.00
***** TYLER ASPHALT & GRAVEL CO						
10014595	10/14/03	10/23/03	2122.68	UNIT ROAD & BRIDGE	ROAD MATERIAL	2122.68
10014494	10/06/03	10/23/03	9691.14	UNIT ROAD & BRIDGE	ROAD MATERIAL	9691.14
10014495	10/06/03	10/23/03	9935.67	UNIT ROAD & BRIDGE	ROAD MATERIAL	9935.67
10014516	10/07/03	10/23/03	2109.86	UNIT ROAD & BRIDGE	ROAD MATERIAL	2109.86
10014517	10/07/03	10/23/03	16201.11	UNIT ROAD & BRIDGE	ROAD MATERIAL	16201.11
10014547	10/08/03	10/23/03	16969.19	UNIT ROAD & BRIDGE	ROAD MATERIAL	16969.19
10014577	10/13/03	10/23/03	14789.79	UNIT ROAD & BRIDGE	ROAD MATERIAL	14789.79
Total Displayed =						71819.44
***** TAC HELP						
HEALTH INS	10/20/03	10/20/03	23755.64	NON-DEPARTMENTAL	HEALTH INSURANCE	21905.59
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	446.27
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	1403.78
Total Displayed =						23755.64
***** T&L ENGINEERS & ROAD ADMIN						
JONES REG	10/23/03	10/23/03	35.00	UNIT ROAD & BRIDGE	SEMINAR EXPENSE	35.00
Total Displayed =						35.00
***** THE COMPUTER MAN						
20030566	10/18/03	10/23/03	804.99	DISTRICT CLERK	OFFICE EQUIPMENT	804.99
20030556	10/09/03	10/23/03	400.00	COUNTY COURT/CLERK	EQUIPMENT MAINT	400.00
20030563	10/16/03	10/23/03	150.00	NON-DEPARTMENTAL	NETWORKING	150.00
20030559	10/11/03	10/23/03	270.00	NON-DEPARTMENTAL	NETWORKING	270.00
20030557	10/11/03	10/23/03	600.00	NON-DEPARTMENTAL	NETWORKING	600.00
20030560	10/11/03	10/23/03	180.00	NON-DEPARTMENTAL	NETWORKING	180.00
20030564	10/16/03	10/23/03	75.00	NON-DEPARTMENTAL	NETWORKING	75.00
Total Displayed =						2479.99
***** TEXAS DIST & CO ATTY ASSN						
COLE	10/01/03	10/23/03	50.00	NON-DEPARTMENTAL	DUES	50.00
ROBINSON	10/01/03	10/23/03	50.00	NON-DEPARTMENTAL	DUES	50.00
Total Displayed =						100.00
***** TRIPLE E ELECTRIC						
4072	10/09/03	10/23/03	482.00	NON-DEPARTMENTAL	NETWORKING	482.00
Total Displayed =						482.00
***** THE R W WILSON CO						
55554601	10/06/03	10/23/03	329.00	PUBLIC LIBRARY	LIBRARY MATERIAL	329.00
55555578	10/06/03	10/23/03	119.00	PUBLIC LIBRARY	LIBRARY MATERIAL	119.00
Total Displayed =						448.00
***** TEXAS JUSTICE COURT JUDGES						
SMITH	10/23/03	10/23/03	75.00	NON-DEPARTMENTAL	DUES	75.00
Total Displayed =						75.00
***** THE MENGER HOTEL						

Invoice	INV-Date	DU-Date	INV \$	Department	Line Item	Pay \$
CONF 510P9	10/23/03	10/23/03	280.20	UNIT ROAD & BRIDGE	SEMINAR EXPENSE	280.20
PARKING	10/23/03	10/23/03	55.02	UNIT ROAD & BRIDGE	SEMINAR EXPENSE	55.02
Total Displayed =						335.22
***** TYLER MORNING TELEGRAPH						
A12	10/23/03	10/23/03	117.00	SHERIFF & JAIL	PRISONER SUPPLIES	117.00
629841	09/30/03	10/23/03	157.80	NON-DEPARTMENTAL	PUBLICATIONS	157.80
Total Displayed =						274.80
***** TXU GAS						
JAIL	10/08/03	10/23/03	340.89	SHERIFF & JAIL	GAS	340.89
LIBRARY	10/08/03	10/23/03	12.82	PUBLIC LIBRARY	UTILITIES	12.82
JUST CTR	10/08/03	10/23/03	21.79	NON-DEPARTMENTAL	GAS	21.79
AGENT	10/08/03	10/23/03	12.82	NON-DEPARTMENTAL	GAS	12.82
Total Displayed =						388.32
***** VERIZON						
LIBRARY	10/07/03	10/23/03	30.38	PUBLIC LIBRARY	TELEPHONE	30.38
JUDGE	09/19/03	10/23/03	317.22	NON-DEPARTMENTAL	TELEPHONES-ANNEX	317.22
VET OFF	10/01/03	10/23/03	46.46	NON-DEPARTMENTAL	TELEPHONES-ANNEX	46.46
DPS	10/04/03	10/23/03	38.66	NON-DEPARTMENTAL	TELEPHONES-ANNEX	38.66
PLU-0014	10/10/03	10/23/03	1.56	NON-DEPARTMENTAL	TELEPHONES-ANNEX	1.56
P&WL	10/13/03	10/23/03	45.94	NON-DEPARTMENTAL	TELEPHONES-ANNEX	45.94
Total Displayed =						480.22
***** VISION BENEFITS OF AMERICA						
HEALTH INS	10/20/03	10/20/03	273.45	NON-DEPARTMENTAL	HEALTH INSURANCE	201.45
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	3.95
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	40.25
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	27.80
Total Displayed =						273.45
***** VIRGIL MCENTURFF						
REIMB CELL	10/23/03	10/23/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
Total Displayed =						42.50
***** VIKING OFFICE PRODUCTS						
171153	09/26/03	10/23/03	16.27	COUNTY AGENT	OFFICE SUPPLIES	16.27
Total Displayed =						16.27
***** WILLIAM H MCDOWELL, ATTY						
3876-A	10/15/03	10/23/03	300.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	300.00
3906-A	10/15/03	10/23/03	200.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	200.00
3930-A	10/15/03	10/23/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
3874-A	10/15/03	10/23/03	200.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	200.00
Total Displayed =						950.00
***** WAL MART BUSINESS						
3176	09/10/03	10/23/03	41.91	UNIT ROAD & BRIDGE	OFFICE SUPPLIES	41.91
Total Displayed =						41.91
***** WILLIAMS OIL CO						
48145	10/15/03	10/23/03	569.53	SHERIFF & JAIL	FUEL & OIL	569.53
SHER TANK	10/16/03	10/23/03	32.33	MAINTENANCE	BLDG. MAINT	32.33
Total Displayed =						601.86

Grand total of Displayed \$ 146738.31

FUND DESCRIPTION TOTAL

002 GENERAL FUND	66991.43
004 RECORDS MGMT PRESERVATION #2	612.93
009 JUSTICE CT TECHNOLOGY FO	280.65
010 UNIT ROAD & BRIDGE	78033.88
034 PUBLIC LIBRARY	609.72
038 LAW LIBRARY FUND	210.00

TOTAL ALL FUNDS: 146738.31



VOL 039 PAGE 0746  
**COUNTY OF RAINS**

100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



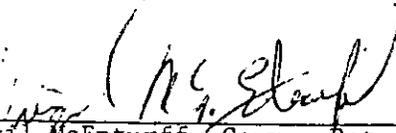
October 23, 2003  
Expense Report Date

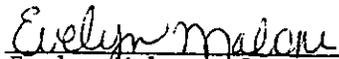
SUBJECT: Payment of County Invoices/Warrants

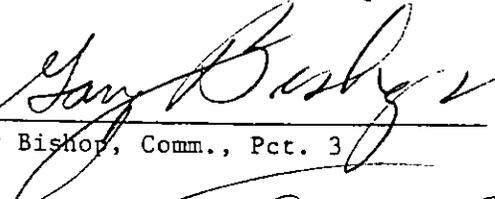
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

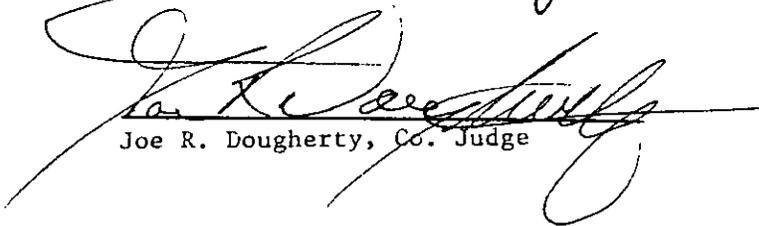
Signed this 23rd of October 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge

Date: Oct. 23, 2003

Honorable Commissioners Court of Rains County:

I would like to request the following amendments to the departmental budget:

	<u>FUND</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM:	Library Capital	Donations	2000.00
TO: General Operating	Non-Dept.	Salaries	2000.00

REASON: To be used for a part-time employee at the Public Library.

FROM:

TO: Bail Bond Fee State Fees

REASON: Open new bank account and set up new line items in revenue and expenditures.

FROM:

TO:

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

*Jerome Northcutt*  
County Treasurer

*[Signature]*  
Approved by Commissioners Court

Attest: County Clerk

RAINS COUNTY - QUARTERLY REPORT

JULY-AUG-SEPT VOL. 039 PAGE 0748

Fund	Beginning Cash	Beginning Investments	Current Revenues	Current Expenditures	Non Cash Expenditures	Ending Investments	Ending Cash
GENERAL FUND	645960.20	.00	326730.13	-632334.78	155.80	.00	340511.35
RECORDS MGMT PRESERVATION #2	12509.87	.00	4160.34	-13564.12	.00	.00	3106.09
HOTEL/MOTEL TAX	20842.44	.00	2863.67	-4500.00	.00	.00	19206.11
COURTHOUSE SECURITY FUND	49271.29	.00	2096.91	.00	.00	.00	51368.26
LAW ENFORCEMENT TRAINING	6816.50	.00	.00	.00	.00	.00	6816.50
COMMUNITY SERVICE-JUVENILE	154.64	.00	48.00	.00	.00	.00	202.64
JUSTICE CT TECHNOLOGY FD	2787.84	.00	780.08	.00	.00	.00	3567.92
UNIT ROAD & BRIDGE	484354.25	.00	96751.62	-198238.29	.00	.00	382867.58
BAIL BOND FEE	.00	.00	330.00	.00	.00	.00	330.00
SPECIAL ROAD MATERIALS	26668.86	.00	220000.00	-26668.86	.00	.00	220000.00
RIGHT OF WAY	.00	95443.40	265.07	.00	.00	95708.47	.00
I & S FUND	56634.65	.00	10580.75	-66979.26	.00	.00	236.14
PERM. SCHOOL FUND	.00	866008.24	86302.42	.00	.00	952310.66	.00
AVAIL. SCHOOL FUND	.00	763895.76	26348.48	.00	.00	790244.24	.00
ALBA-GOLDEN ISD PERM.	.00	7.50	.00	.00	.00	7.50	.00
MILLER GROVE ISD PERM.	.00	16.69	.00	.00	.00	16.69	.00
LONE OAK ISD PERM.	.00	587.09	1.01	.00	.00	588.10	.00
CHECK COLL. & PR. FUND	19203.70	.00	2160.79	-189.99	.00	.00	21174.50
PUBLIC LIBRARY	36024.33	.00	1969.00	-11835.33	.00	.00	26158.00
LIBRARY CAPITAL	37401.99	.00	2591.15	-208.70	.00	.00	39784.44
HIST. COMMISSION FUND	4153.27	.00	5.34	.00	.00	.00	4158.61
LAW LIBRARY FUND	7901.01	.00	1156.43	-806.60	.00	.00	8250.84
TDHCA GRANTS	.00	.00	.00	.00	.00	.00	.00
HOUSING REHAB GRANT	.00	.00	.00	.00	.00	.00	.00
A & B CONSTRUCTION	5034.24	.00	7.56	.00	.00	.00	5041.80
JAIL EXPANSION	.00	.00	.00	.00	.00	.00	.00
<b>Total Funds</b>	<b>1415719.08</b>	<b>1725958.68</b>	<b>785148.75</b>	<b>-955325.93</b>	<b>155.80</b>	<b>1838875.66</b>	<b>1132780.72</b>

RAINS COUNTY PERM. SCHOOL FUND INVESTMENTS

\$5,511,770.13

RESOLUTION

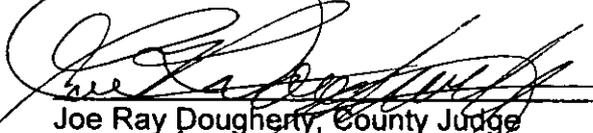
At a meeting of the Rains County Commissioners Court held at the Rains County Courthouse, Emory, Texas, at which a quorum was present, the following RESOLUTION was adopted:

WHEREAS, The Commissioners Court of Rains County, Texas considered adopting a RESOLUTION re-appointing a Board Member to the Andrews Center Board of Trustees; and

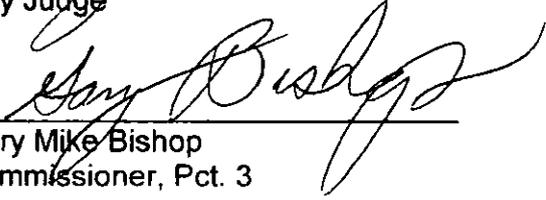
WHEREAS, such appointment is required and authorized pursuant to Chapter 534 of the Texas Health and Safety Code;

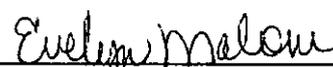
NOW, THEREFORE, BE IT RESOLVED, That the Commissioners Court of Rains County, Texas hereby re-appoints Mr. Bill Gleason to serve in Position #7, Rains County, on the Board of Trustees of the Andrews Center for an additional two year term: 10/31/2003 - 10/31/2005.

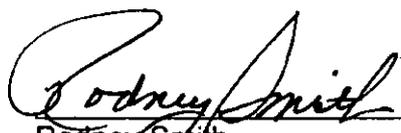
Adopted this 23<sup>rd</sup> day of October, 2003.

  
Joe Ray Dougherty, County Judge

  
Virgil McEnturff  
Commissioner, Pct. 1

  
Gary Mike Bishop  
Commissioner, Pct. 3

  
Evelyn Malone  
Commissioner, Pct. 2

  
Rodney Smith  
Commissioner, Pct. 4

COMMISSIONERS' COURT  
Rains County

Notice of Emergency Session  
Rains County Courthouse, Emory, Texas  
October 31, 2003 10:30 a.m.  
ACTIONABLE AGENDA

Discuss and take necessary action on the following item(s)

1.  Burn Ban. (Court)

EXECUTIVE SESSION

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

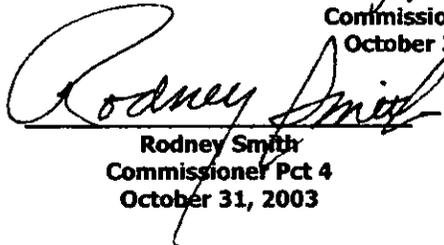
Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Virgil McEnturff  
Commissioner Pct 1  
October 31, 2003



Evelyn Malone  
Commissioner Pct 2  
October 31, 2003



Rodney Smith  
Commissioner Pct 4  
October 31, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

OCTOBER 31, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS EMERGENCY SESSION IN THE RAINS COUNTY COURTHOUSE, ON FRIDAY, THE 31ST DAY OF OCTOBER, 2003, AT 10:30 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY COMMISSIONER VIRGIL MCENTURFF  
COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 10:30 A.M. ON FRIDAY, OCTOBER 31, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 10:30 A.M. ON FRIDAY, THE 31ST DAY OF OCTOBER, 2003.

THE MEETING WAS CALLED TO ORDER BY COMMISSIONER VIRGIL MCENTURFF.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *BURN BAN* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADOPT THE ORDER PROHIBITING OUTDOOR BURNING<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO ADJOURN.

ALL MEMBERS OF THE COMMISSIONERS' COURT VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 10:50 A.M., COMMISSIONER VIRGIL MCENTURFF DECLARED COMMISSIONERS' COURT

---

<sup>1</sup>TEXAS FOREST SERVICE FIRE RISK ASSESSMENT UPDATE FOR RAINS COUNTY PREPARED OCTOBER 30, 2003 AND ORDER PROHIBITING OUTDOOR BURNING DATED OCTOBER 31, 2003

ADJOURNED.

STATEMENT OF APPROVAL:

*[Handwritten Signature]*  
\_\_\_\_\_  
JUDGE JOE RAY DOUGHERTY

*[Handwritten Signature]*  
\_\_\_\_\_  
COMMISSIONER VIRGIL MCENTURFF

*[Handwritten Signature]*  
\_\_\_\_\_  
COMMISSIONER EVELYN MALONE

*[Handwritten Signature]*  
\_\_\_\_\_  
COMMISSIONER GARY BISHOP

*[Handwritten Signature]*  
\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 31 DAY OF November 2003.

VOL. 039 PAGE 0754



## **Fire Risk Assessment Update for Rains County**

*Prepared on October 30, 2003*

With a Keetch Byram Drought index of 575, and having received only about 60% of the precipitation normally received to this point in the year, drought conditions are determined to exist within Rains County, Texas. These represent an increased fire risk potential within the county. Implementation of a rural outdoor burn ban as determined by the commissioners court is supported by the Texas Forest Service, in response to this increased fire risk.

All outdoor activities that could lead to an accidental fire start should be curtailed or postponed until the increased risk has subsided.

Tom Spencer  
Fire Risk Assessment Coordinator  
Texas Forest Service  
Ph# 979 458 6539  
Fax# 979 458 7333

STATE OF TEXAS §  
  §  
COUNTY OF RAINS §

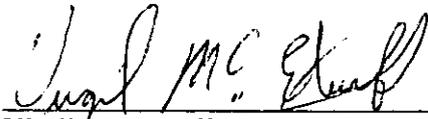
**ORDER PROHIBITING OUTDOOR BURNING**

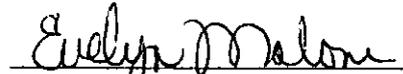
**WHEREAS**, the Commissioner's Court finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

**IT IS HEREBY ORDERED** by the Commissioners' Court of Rains County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by this Court and/or by the County Judge in cooperation with the Texas Forrest Service. This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Natural Resources Commission for: (1) public utility, natural gas pipeline or mining operations, and (2) burns that are conducted by a prescribed burn manager certified under Section §153.048, Natural Resources Code, and meet the standards of Section §153.047, Natural Resources Code.

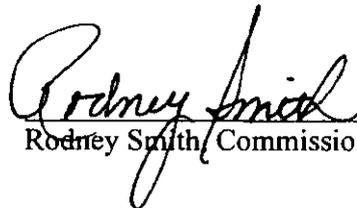
In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

**ADOPTED** this 31<sup>st</sup> day of October, 2003 by a vote of 3 ayes and 0 nays.

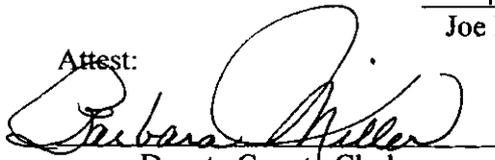
  
Virgil McEnturff, Commissioner Pct 1

  
Evelyn Malone, Commissioner Pct 2

Not present  
Gary Bishop, Commissioner Pct 3

  
Rodney Smith, Commissioner Pct 4

Not Present  
Joe R. Dougherty, County Judge

Attest:  
  
Deputy County Clerk

**FILED FOR RECORD**  
At 11 O'clock A.M.

OCT 31 2003

LINDA WALLACE  
COUNTY CLERK, RAINS COUNTY, TEXAS  
BY \_\_\_\_\_

COMMISSIONERS' COURT  
Rains County

Notice of Open Meeting  
Special Session  
Rains County Courthouse Annex, Emory, Texas  
November 3, 2003 9:00 a.m.

ACTIONABLE AGENDA

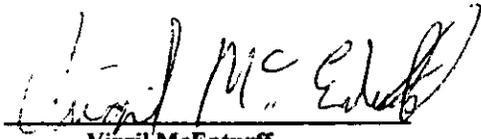
Discuss and take necessary action on the following items:

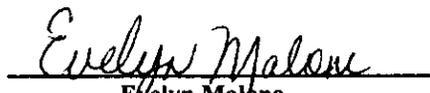
- 1. <sup>1A</sup>~~006~~ Personnel Item for Road & Bridge. (Court)
- 2. ~~100~~ Hauling of flex base for the county. (Court)
- 3. ~~158~~ Matters establishing an Emergency Management Program.
  - a.)  Approve for record cities' ordinances.
  - b.) ~~384~~ Approve Joint Resolutions with cities.
  - c.) ~~390~~ Approve Court Order
  - d.) ~~398~~ Approve Emergency Coordinator Appointment.
- 4. ~~442~~ Personnel Policy and Procedures Workshop. (Court)

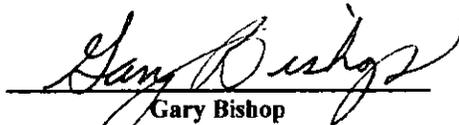
EXECUTIVE SESSION

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
 \_\_\_\_\_  
 Virgil McEnturff  
 Commissioner Precinct 1  
 October 29, 2003

  
 \_\_\_\_\_  
 Evelyn Malone  
 Commissioner Precinct 2  
 October 29, 2003

  
 \_\_\_\_\_  
 Gary Bishop  
 Commissioner Precinct 3  
 October 29, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**NOVEMBER 3, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON MONDAY, THE 3RD DAY OF NOVEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COMMISSIONER EVELYN MALONE  
COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON MONDAY, NOVEMBER 3, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:15 A.M. ON MONDAY, THE 3RD DAY OF NOVEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY COUNTY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 006 THE MATTER OF *PERSONNEL ITEM FOR ROAD & BRIDGE* CAME TO THE ATTENTION OF THE COURT.

ROAD & BRIDGE EMPLOYEE, NEAL HALL, REQUESTED THE AGENDA ITEM TO BE HEARD IN OPEN COURT PURSUANT TO SECTION 551.075 OF THE TEXAS GOVERNMENT CODE.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TERMINATE NEAL HALL FROM EMPLOYMENT EFFECTIVE TODAY DUE TO PERSONNEL POLICY AND INSURANCE COVERAGE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

2. Tape 1A 100 THE MATTER OF *HAULING OF FLEX BASE FOR THE COUNTY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ACCEPT J. M. STONE TO HAUL

ROCK FROM ROCK SOLID DUE TO ROCK SOLID WITHDRAWING THE BID FOR ROCK HAULING<sup>1</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

3.a. Tape 1A 158 THE MATTER OF *APPROVING FOR RECORD CITIES' ORDINANCES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE CITIES' ORDINANCES FOR SUBMISSION IN THE EMERGENCY MANAGEMENT PLAN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

3.b. Tape 1A 384 THE MATTER OF *APPROVING JOINT RESOLUTIONS WITH CITIES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE JOINT RESOLUTIONS WITH CITIES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

3.c. Tape 1A 390 THE MATTER OF *APPROVING COURT ORDER* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE THE COURT ORDER.

---

<sup>1</sup>LETTER FROM ROCK SOLID CRUSHED STONE, INC. DATED 10/22/03  
NOVEMBER 3, 2003 COMMISSIONERS' COURT

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

3.d. Tape 1A 398 THE MATTER OF *APPROVING EMERGENCY COORDINATOR APPOINTMENT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE EMERGENCY COORDINATOR APPOINTMENT FOR JON WEDEKING.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

AT 10:00 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO RECESS FOR 10 MINUTES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:20 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

AT 12:00 NOON, A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TAKE A LUNCH BREAK UNTIL 1:00 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:20 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

4. Tape 1A 442 THE MATTER OF PERSONNEL POLICY AND PROCEDURES WORKSHOP CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

ALL MEMBERS OF THE COMMISSIONERS' COURT VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 2:15 P.M., JUDGE JOE RAY DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

*Joe Ray Dougherty*  
JUDGE JOE RAY DOUGHERTY

*Virgil McEnturff*  
COMMISSIONER VIRGIL MCENTURFF

*Evelyn Malone*  
COMMISSIONER EVELYN MALONE

*Gary Bishop*  
COMMISSIONER GARY BISHOP

COMMISSIONER RODNEY SMITH

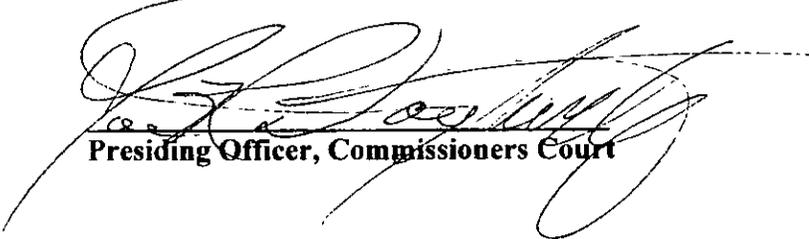
ATTEST:

*Linda Wallace*  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 8th DAY OF January, 2004.

I, Neal Hall, do hereby request that the personnel matter stated on today's agenda be heard(discussed) in {}open or { }closed session of Commissioners Court, on this 3 day of Nov, 2003.

Neal Hall  
Employee Signature

  
Presiding Officer, Commissioners Court

P.O. Box 1080  
Leonard, TX 75452

.....  
**Rock Solid Crushed Stone, Inc.**

October 22, 2003

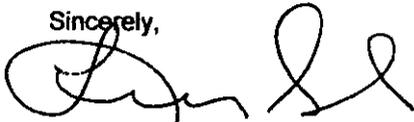
Rains County Commissioner's Court

Dear Sir or Madam,

Rock Solid Crushed Stone, Inc. must withdraw the bid for rock hauling that was submitted along with our rock bid last month. Due to some legal items that have come to my attention, it is no longer feasible for Rock Solid to haul for Rains County. Rock Solid should probably not have submitted a hauling bid, since it only subcontracts hauling services. I apologize for this misunderstanding.

I sincerely hope this will not create any problems for Rains County. Rock Solid continues to look forward to supplying your rock needs over the next year. We sincerely appreciate your business.

Sincerely,



Libby Schreeder, VP

RECEIVED  
OCT 23 2003

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Notice of Open Meeting  
Regular Session  
Rains County Courthouse Annex, Emory, Texas  
November 13, 2003, 9:00a.m.

OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)

**ACTIONABLE AGENDA**  
Discuss and take necessary action on the following items:

**SECTION I.**  
**COMMITTEE & DEPARTMENT REPORTS**

1. \_\_\_ Road & Bridge Department
  - \_\_\_ a.) Select bid for backhoe (Court)
  - \_\_\_ b.) Status of roads & bridges for Rains County (Jones)
  - \_\_\_ c.) Items for auction (McEnturff)
  - \_\_\_ d.) Security for equipment & facilities (McEnturff)
  - \_\_\_ e.) Purchase of a fuel tank (Malone)
2. \_\_\_ Litter Abatement & On Site Sewage Facility Reports (Roland)

**SECTION II.**  
**FINANCIAL REPORTS & MINUTES**

1. \_\_\_ Payment of accounts
2. \_\_\_ Line item transfers, if applicable
3. \_\_\_ Budget amendments, if applicable
4. \_\_\_ Treasurer's Monthly/Quarterly Reports (Northcutt)
5. \_\_\_ Minutes of previous Commissioners Court meetings
6. \_\_\_ District Clerk monthly report (Traylor)
7. \_\_\_ County Clerk monthly report (Wallace)

**SECTION III.**  
**ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

1. \_\_\_ County Wide Emergency Management Plan
2. \_\_\_ Subdivision Regulations

**COMMISSIONER VIRGIL MCENTURFF-PCT. 1**

3. \_\_\_ Scoring of Roads to be hard surfaced

**COMMISSIONER EVELYN MALONE-PCT. 2**

4. \_\_\_ Personnel Policy and Procedures (County Wide)

a.) \_\_\_ Workshop

**COMMISSIONER GARY BISHOP-PCT. 3**

5. \_\_\_ Safety Coordinator (County Wide)

a.) \_\_\_ Ground Safety Reports

6. \_\_\_ Courthouse Renovation

7. \_\_\_ Facilities Maintenance

a.) \_\_\_ Courthouse security

**COMMISSIONER RODNEY SMITH-PCT. 4**

8. \_\_\_ LAN Implementation

9. \_\_\_ County Computer Networking System

a.) \_\_\_ Hardware & Software

1.) \_\_\_ Purchase & installation of hardware & software for network

10. \_\_\_ County Website Update & Expansion

**SECTION IV.  
GENERAL COURT ITEMS**

1. \_\_\_ Hockley County Land (McEnturff)

2. \_\_\_ Fueling of County vehicles (Bishop)

3. \_\_\_ Policy and drivers list for county courier vehicle. (Judge)

4. \_\_\_ Resolution regarding Emergency Management DSL line to be shared with Emergency Service Area District Board (Judge)

5. \_\_\_ Licensing requirements for Lee Roland to drive Road & Bridge truck (Court)

6. \_\_\_ Mileage reimbursement (Judge)

7. \_\_\_ Rural Transportation Grant as presented by Marvin Berry (Judge)

8. \_\_\_ Resolution for sale of tax property which did not receive sufficient bids at Sheriff's sale (Court)

9. \_\_\_ Designate second court meeting in November and December (Court)

10. \_\_\_ Tax refund request by Janice Pierce (Court)

11. \_\_\_ City of Dallas water utilities Phase 3 (McEnturff)

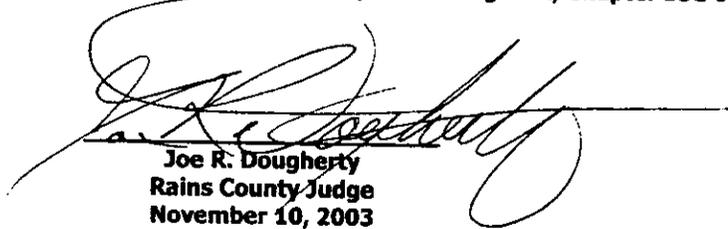
12. \_\_\_ Cast votes for candidates for Rains County Appraisal District Board of Directors (Court)

13. \_\_\_ 911 Mapping request to purchase computer to replace old system, to be reimbursed by funding from the ETCOG (Smith)
14. \_\_\_ Fill vacancy of Agriculture Extension Agent, presentation by Dr. Strickland (Judge)
15. \_\_\_ Collection contract for January 1, 2004 through January 1, 2005 with the Rains County Appraisal District (Court)
16. \_\_\_ Approve for record renewal of surety bond for Mickey Cooper (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
November 10, 2003

THE STATE OF TEXAS

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§  
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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

NOVEMBER 13, 2003

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 13<sup>TH</sup> DAY OF NOVEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

*COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH*

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

*LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO*

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, NOVEMBER 13, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:00 A.M. ON THURSDAY, THE 13<sup>TH</sup> DAY OF NOVEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.d. Tape 1A 011 THE MATTER OF *SECURITY FOR EQUIPMENT & FACILITIES* CAME TO THE ATTENTION OF THE COURT.

PAUL C. HIGHT, GRIFFIN COMMUNICATION ADDRESSED THE COURT RE: SECURITY AT ROAD & BRIDGE.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 7. Tape 1A 164 THE MATTER OF *RURAL TRANSPORTATION GRANT AS PRESENTED BY MARVIN BERRY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.a. Tape 1A 290 THE MATTER OF *SELECT BID FOR BACKHOE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO REJECT ALL BACK HOE BIDS AND PURSUE OBTAINING A COST OF REPAIR OF A BACKHOE AND/OR GET THE COSTS OF A USED BACKHOE WITH TRADE IN.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.b. Tape 1A356 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, PREVIOUSLY SUBMITTED WRITTEN REPORT<sup>1</sup>.

I. 1.c. Tape 1A 426 THE MATTER OF *ITEMS FOR AUCTION* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 14. Tape 1B 001 THE MATTER OF *FILL VACANCY OF AGRICULTURE EXTENSION AGENT, PRESENTATION BY DR. STRICKLAND* CAME TO THE ATTENTION OF THE COURT.

DR. STRICKLAND ADDRESSED THE COURT RE: AGRICULTURE EXTENSION AGENT AND INTRODUCED STEPHEN GOWIN TO FILL THE VACANCY IN RAINS

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<sup>1</sup>COMPLETED WORK FOR 10/06/2003 THROUGH 10/16/2003, AVIS JONES

COUNTY.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE STEPHEN GOWIN<sup>2</sup> AS THE RAINS COUNTY AGRICULTURE EXTENSION AGENT BEGINNING DECEMBER 15, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:25 A.M., A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:45 A.M. WITH ALL MEMBERS OF THE COURT PRESENT

I. 1.e. Tape 1B 157 THE MATTER OF *PURCHASE OF A FUEL TANK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1B 282 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>3</sup>.

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<sup>2</sup>STEPHEN W. GOWIN CURRICULUM VITAE

<sup>3</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 11/13/03

II. 1. Tape 1B 340 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>4</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 2. Tape 1B 360 THE MATTER OF *LINE ITEM TRANSFERS, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE LINE ITEM TRANSFERS<sup>5</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 3. Tape 1B 394 THE MATTER OF *BUDGET AMENDMENTS, IF APPLICABLE* CAME TO THE ATTENTION OF THE COURT.

NO ACTION

II. 4. Tape 1B 407 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

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<sup>4</sup>COMMISSIONERS COURT REGISTER DATED 11/13/03

<sup>5</sup>LINE ITEM TRANSFERS DATED NOVEMBER 13, 2003

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 1B 416 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO WAIVE THE READING OF THE MINUTES AND APPROVE THE MINUTES OF SEPTEMBER 30, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

AT 12:00 NOON, A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO RECESS FOR LUNCH.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:30 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

IV. 1. Tape 2A 243 THE MATTER OF *HOCKLEY COUNTY LAND* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 2A 250 THE MATTER OF *POLICY AND DRIVERS LIST FOR COUNTY*

*COURIER VEHICLE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE COURIER VEHICLE POLICY WITH LOG-IN PROVISION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape 2B 009 THE MATTER OF *RESOLUTION REGARDING EMERGENCY MANAGEMENT DSL LINE TO BE SHARED WITH EMERGENCY SERVICE AREA DISTRICT BOARD* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE RESOLUTION WITH EMERGENCY SERVICE<sup>6</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 2B 048 THE MATTER OF *LICENSING REQUIREMENTS FOR LEE ROLAND TO DRIVE ROAD & BRIDGE TRUCK* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO PAY THE UPGRADE COST FOR A CDL CLASS A DRIVER LICENSE FOR LEE ROLAND FOR HIM TO DRIVE THE ROAD & BRIDGE TRUCK.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

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<sup>6</sup>RESOLUTION DATED 11/13/03

IV. 6. Tape 2B 133 THE MATTER OF *MILEAGE REIMBURSEMENT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADOPT THE STATE MILEAGE REIMBURSEMENT AT 35¢ PER MILE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 8. Tape 2B 075 THE MATTER OF *RESOLUTION FOR SALE OF TAX PROPERTY WHICH DID NOT RECEIVE SUFFICIENT BIDS AT SHERIFF'S SALE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE RESOLUTION FOR SALE OF TAX PROPERTY<sup>7</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 9. Tape 2B 250 THE MATTER OF *DESIGNATE SECOND COURT MEETING IN NOVEMBER AND DECEMBER* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE MONDAY, NOVEMBER 24, 2003 AND MONDAY, DECEMBER 22, 2003 FOR COMMISSIONERS' COURT AT THE COURTHOUSE.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,

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<sup>7</sup>RESOLUTION DATED 11/13/03

MOTION CARRIED UNANIMOUSLY.

IV. 10. Tape 2B 335 THE MATTER OF *TAX REFUND REQUEST BY JANICE PIERCE* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE TAX REFUND REQUEST BY JANICE PIERCE<sup>8</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 11. Tape 2B 373 THE MATTER OF *CITY OF DALLAS WATER UTILITIES PHASE 3* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE THE CITY OF DALLAS REQUEST FOR PHASE 3 PURSUANT TO LEGAL COUNSEL, ACCEPT THE \$115,000.00 FROM THE CITY OF DALLAS AND DEPOSIT THESE FUNDS IN A SPECIAL ROAD & BRIDGE ACCOUNT<sup>9</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 12. Tape 2B 484 THE MATTER OF *CAST VOTES FOR CANDIDATES FOR RAINS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS* CAME TO THE ATTENTION OF THE COURT.

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<sup>8</sup>APPLICATION FOR TAX REFUND FROM JANICE PIERCE

<sup>9</sup>LETTER OF AGREEMENT FROM CITY OF DALLAS DATED 10/27/2003

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO CAST 834 VOTES FOR GORDON KRANTZ AND 766 VOTES FOR BOB RUSSELL TO THE RAINS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS<sup>10</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 13. Tape 2B 596 THE MATTER OF *911 MAPPING REQUEST TO PURCHASE COMPUTER TO REPLACE OLD SYSTEM, TO BE REIMBURSED BY FUNDING FROM THE ETCOG* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 15. Tape 2B 619 THE MATTER OF *COLLECTION CONTRACT FOR JANUARY 1, 2004 THROUGH JANUARY 1, 2005 WITH THE RAINS COUNTY APPRAISAL DISTRICT COURT* CAME TO THE ATTENTION OF THE COURT.

AT 3:05 P.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 3:35 P.M. WITH ALL MEMBERS OF THE COURT PRESENT

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<sup>10</sup>RESOLUTION DATED 11/13/2003

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 16. Tape 2B 619 THE MATTER OF *APPROVE FOR RECORD RENEWAL OF SURETY BOND FOR MICKEY COOPER* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE SURETY BOND FOR MICKEY COOPER.

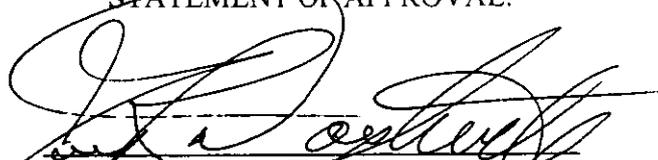
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

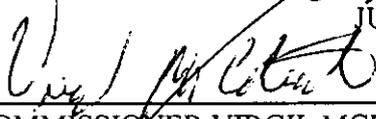
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

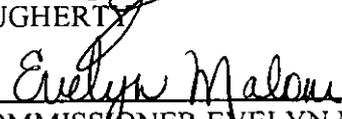
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3:30 P.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:



JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 8th DAY OF January, 2004.



# COUNTY OF RAINS

VOL. 039 PAGE 0779

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

## Work Completed 10-20-03 Through 11-06-03

10-20-03 (Monday) Installed 3 culverts for property owners on CRs 2250, 3333 and 3346, using 4 loads rock. Serviced equipment #'s 410, 411, 707 and 711 at Precinct 1 Yard. Did culvert maintenance and patching with oil sand on CR 2310 using 3 loads rock. Shovel patched with CRs 1150, 1275 and 1320 using 1 load oil sand. Cleaned Precinct 1 Yard. Shredded CRs 1515, 1525 and 4480. Replaced signs on CRs 2530, 2540, 2610, 3155, 3360 and 3345. Shovel patched with oil sand CRs 1308, 3333, 4510 and 4515 using 1 load oil sand.

10-21-03 (Tuesday) Applied and reworked 276.74 tons oil sand to CR 3160 and 251.74 tons oil sand to CR 3190. Installed culvert for property owner on CR 2250 using 1 load rock. Patched CR 2310 with 20 loads rock. Shredded CRs 4455, 4460, 4470, 4500 and 4520. Replaced CR signs on 3360 and 3440 also put new Private Road sign on 7946 and 5182.

10-22-03 (Wednesday) Applied and reworked 601.96 tons oil sand to CR 3190 and 174.54 tons oil sand to CR 1320. 4 loads rock applied to new road and ditches cleared. Shovel patched CRs 3328, 3410, 3412, 3500, 3501, 3502 and 3503. Shredded CRs 4010, 4020, 4040, 4220, 4230, 4235, 4240, 4250, 4254, 4255, 4310, 4320, 4325, 4360, 4370, 4410, 4430, 4450, 4452 and 4453.

10-23-03 (Thursday) Applied and reworked 225.80 tons oil sand to CR 1320. Packed CRs 3160, 3190 and 1320. Checked CRs 2130, 2310, 2410, 3160, 3190 and 4200. Cleaned Precinct # 1 yard. Serviced equipment #'s 201, 204, 410 and 411. Shredded CRs 3025, 3030, 3040, 3060, 3155, 3160, 3202, 3205, 3210, 3215, 3324, 3325, 3410, 3412, 3500, 3501, 3502 and 3503.

Page 2

**Work Completed 10-20-03 Through 11-06-03**

**10-27-03 (Monday) Cleaned ditches on CR 1280. Bomaged, bladed and packed CR 2410. Patched CRs 1420, 1423, 1502, 2250, 2365, 2370, 2420 and 4525, using 1 load oil sand. Vegetation control on CR 1300. Shredded CRs 3150, 3200, 3326, 3327, 3328, 3329, 3380, 3400, 3410, 3415, 3418, 3419, 3420, 3421, 3422 and 3425. Serviced equipment.**

**10-28-03 (Tuesday) Cleared ditches and hauled off excess dirt from CR 1280. Shredded CRs 3333, 3335, 3338, 3340, 3360, 3365, 3367, 3370, 3376, 3380, 3388, 3480 and 3485. Serviced equipment at Precinct 1 Yard. Removed tree stumps from ditches on CR 3380.**

**10-29-03 (Wednesday) 10 loads oil sand applied to CR 1280, ditches cleaned and 5 loads dirt hauled away. Cleaned ditches and hauled away dirt on CR 1305. Shredded CRs 3151, 3220, 3225, 3232, 3235, 3236, 3237, 3250, 3308, 3309, 3310, 3315, 3317, 3319, 3330, 3332, 3345, 3346, 3347, 3350, 3351, 3353, 3371 and 3374.**

**10-30-03 (Thursday) Worked continued on CRs 1280 and 1305, clearing ditches, hauling off excess dirt and installing 1 new culvert using 2 loads rock. Removed a large fallen tree from CR 1150. Shredded CRs 2360, 2365, 2430, 2515, 2540, 2570, 2572, 2610, 3363 and 3381. Installed new culvert for property owner using 2 loads rock.**

**11-03-03 (Monday) Installed a 12" X 24' culvert and an 18" X 45' culvert on CR 1305 using 1 load rock. Completed culvert maintenance on CR 1280. Cleared ditches and hauled away excess dirt from CR 1305 and 1280. Moved machinery and debris from Pct. 1 yard. Patched CRs 2610 and 3317 using 1 load oil sand. Continued shredding CRs 2360, 2370, 2250 and 2420.**

**11-04-03 (Tuesday) Applied 115 tons, bladed, trimmed trees and removed excess dirt to CT 1305. Applied 2 loads rock, cleared ditches and hauled away dirt from CR 1280. Reworked 4 loads oil sand to Ave A in Point, also shredded and cleared vegetation in Point. Repaired fence on CR 3235. Shovel patched CRs 3319, 3332, 3340, 3360 and 3370 using 2 loads oil sand. Finished shredding CRs 2355, 2450 and 2460.**

**Work Completed 10-20-03 Through 11-06-03**

**11-05-03 (Wednesday) Applied 3 loads rock and removed dirt from CR 1305. Installed 18" X 24' culvert on CR 3250 using 1 load rock. Ditch work done in Industrial Park. Shredded CRs 2080, 2130, 2131, 2132, 2160, 2180, 2181, 2230, 2235, 2245, 2350, 2410, 2470 and 2510. Shovel patched CRs 3345, 3347, 3350, 3351, 3360, 3365, 3367, 3370, 3420, 3422, 4320, 4325, 4360, 4370 and 4430, using 2 loads oil sand.**

**11-06-03 (Thursday) Cut tree limbs from CR 1150. Shovel patched CRs 3308, 3310, 3330, 3335, 3338, 3346, 3350, 3351, 3353, and 3367, using 2 loads oil sand. Shredded CRs 1140, 2110, 2120, 2220, 2240, 2300, 2330 and 2400. Picked up trash from CR 2210. Cleared tree and tree limbs from CR 4480. Installed 12" X 24' culvert with band on CR 2400 using 1 load rock.**

**In The Next Two Weeks**

**In the next two weeks the Road and Bridge crew will be homaging and packing a street in East Tawakoni. Patching, brush axing and replacing some culverts on County Roads throughout the County.**

**Remember, if you need us please call 903-473-8783, fax 903-473-9543 or email us at [rains.co.roads@verizon.net](mailto:rains.co.roads@verizon.net)**

Safety Meeting  
11-3-03

Ground safety & driving while loaded

1. Junior Bullard
2. Jerry Marney
3. Donnie Burkhart
4. Mark Anthony
5. Larry Jay
6. Kenneth Francis
7. Ray L. Phelps
8. Eddie Burns
9. Neal Hall

Chris Hayes



**COUNTY OF RAINS** VOL. 039 PAGE 0783

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

**Road Priority for 2003-2004**

- CR 1280
- CR 1307
- CR 4520
- CR 4470
- CR 4480
- CR 3380
- CR 3150
- CR 3155
- CR 3020
- CR 4220

*Avis Jones*

**TEREX - 760 Backhoe**

**Jerry Galloway- Commissioner Pct. 4, Wood County, " machine 6 months old-  
problems with A/C and the brakes are harder that his operator is used too."**

**Tex Ritter- City of Dallas- " I really, really like the machine. It is strong- machine is  
1 year old- 2 security keys- have worked it hard- machine has never been in the  
shop- hydraulics are very sensitive."**

Stephen W. Gowin

**CEA-4H and Youth Development  
Curriculum Vitae  
Summary**

Texas Cooperative Extension  
Texas A&M University System

2217 Washington Street  
Greenville, TX 75401  
Telephone: (903)-455-9885  
Fax: (903)-455-9650  
e-mail: s-gowin@tamu.edu

**TITLE:** County Extension Agent, 4-H & Youth Development

**LOCATION:** HUNT COUNTY

**EDUCATION:** B. S. (Agricultural Business), East Texas State University, December 1995  
\* Agriculture Business-Major  
\* Animal Science-Minor  
M. S. (Agricultural Science), Texas A&M University-Commerce, December, 2001

**PROFESSIONAL EXPERIENCE:**

Hunt County Extension Agent, 4-H and Youth Development, Texas Cooperative Extension, May 1998-Present.

County Extension Agent, Agriculture (Assistant), Bowie County, Texas Cooperative Extension, June, 1996-April, 1998.

Field Supervisor, Texas Dairy Herd Improvement Association, January, 1995-May, 1996.

**Instructor Certifications**

- Texas Parks and Wildlife (TPW) Junior Angler Education Instructor, January 2003.
- Texas 4-H – 4-H Sport Fishing Instructor, January 2003.
- Trained Facilitator – Texas Community Futures Forum, 1999.
- Food Protection Management Certification Training, 1998.

**Membership**

- National Association of Extension 4-H Agents, 1998-Present
- Texas Association of Extension 4-H Agents, 1998-Present
- Texas County Agriculture Agents Association, 1996-Present
- National Association of County Agricultural Agents, 1996-Present

**Awards**

- TCAAA and NACAA, Achievement Award, 2001
- TAE4-HA, Communicator Award, Educational Piece (Team), 2001
- TCAAA, New Agent Award, 1999
- TAE4-HA, Communicator Award, Promotional Package (Team), 1999

**PROGRAM AND ORGANIZATIONAL SUPPORT:**

***Grants/Donations***

- Assisted with the preparation and distribution for a \$26,000 Grant from Texas Parks and Wildlife. The grant was funded for the District IV Field and Stream Program, 2003.
- Received approximately \$6500.00 worth of archery equipment, 2003.
- Acquired \$5,020 in grants from the National Rifle Association for support of Shooting Sports Program, 2002.
- Acquired \$1,300 from local supporters for the support of the Hunt County 4-H Shooting Sports Program, 2002.
- Acquired \$1,500 from the United Way for support of 4-H Leadership Programs, 2002.
- Received \$400.00/ year for Sport Fishing Program, 2001-2003.
- Acquired \$ 200.00 per year for the support of the Hunt County 4-H program from the Hunt County Extension Education Clubs, 1999-2003.
- Acquired \$1,400 scholarship money for the Hunt County 4-H program, 2001.
- Acquired various donations in support of many Extension Programs, 1996-2001.
- Acquired product donations from Rubbermaid Corporation with an estimated cost of \$5,000, 2000.

**Professional Development Conferences**

- Texas 4-H Sport Fishing Leader Training, 2003
- Texas Parks and Wildlife Angler Education Instructor Training, 2003
- Texas Cooperative Extension, Mentor Training, 2001
- National Association of County Agricultural Agents National Conference, 2001
- Texas County Agricultural Agents Association State Conference, 1999 and 2001
- Blackland Income Growth Conference (BIG), 2000
- Texas A&M University System, Statewide Faculty Staff Conference, 1999
- New Agent Orientation, 1996

Environmental Enforcement Report

November 13, 2003

Date	Action	Value Y/T/D
	Litter	
	Community Service 11/8/03 4 hours X \$5.50	\$22.00
	Fines YTD Prisoners 4 X 5.50	66.00
	Trash Drop off 10/25/03	68.00
		Total Y/T/D \$156.00

OSSF month to date:

11/05/03 188 County Road 1219 aerobic

3 systems

OSSF Y/T/D \$825.00

Invoice	INV-Date	DU-Date	INV \$	Department	Line Item	Pay \$
***** ANDREWS CENTER						
MHMR	11/15/03	11/13/03	420.83	HEALTH & WELFARE	MHMR SERVICES	420.83
					Total Displayed =	420.83
***** AFLAC						
INSURANCE	10/29/03	10/29/03	804.32	GENERAL FUND	PAYROLL INSURANCE PAYABLE	804.32
					Total Displayed =	804.32
***** ALBA-GOLDEN CREDIT UNION						
XX	10/24/03	10/24/03	715.00	GENERAL FUND	CREDIT UNION	715.00
XX	11/07/03	11/07/03	715.00	GENERAL FUND	CREDIT UNION	715.00
					Total Displayed =	1430.00
***** BRUDART CO						
4517593	10/23/03	11/13/03	17.13	PUBLIC LIBRARY	LIBRARY MATERIAL	17.13
4503423	10/17/03	11/13/03	17.13	PUBLIC LIBRARY	LIBRARY MATERIAL	17.13
4506877	10/20/03	11/13/03	15.59	PUBLIC LIBRARY	LIBRARY MATERIAL	15.59
4521603	10/24/03	11/13/03	12.83	PUBLIC LIBRARY	LIBRARY MATERIAL	12.83
427713	10/10/03	11/13/03	90.45	PUBLIC LIBRARY	OFFICE SUPPLIES	90.45
428624	10/14/03	11/13/03	41.85	PUBLIC LIBRARY	OFFICE SUPPLIES	41.85
428425	10/14/03	11/13/03	12.75	PUBLIC LIBRARY	OFFICE SUPPLIES	12.75
					Total Displayed =	207.73
***** BRYANTS AGRICULTURAL EQUIP SERV						
2627	09/11/03	11/13/03	60.60	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	60.60
					Total Displayed =	60.60
***** BOOKS IN MOTION						
27532	10/06/03	11/13/03	160.47	PUBLIC LIBRARY	LIBRARY MATERIAL	160.47
					Total Displayed =	160.47
***** BRIGHT STAR-SALEM WATER CORP						
PCT 2	10/24/03	11/13/03	14.07	UNIT ROAD & BRIDGE	WATER	14.07
					Total Displayed =	14.07
***** C & M BLDG SUPPLY						
133833	10/27/03	11/13/03	175.90	MAINTENANCE	BLDG. MAINT	175.90
133834	10/30/03	11/13/03	157.02	MAINTENANCE	BLDG. MAINT	157.02
					Total Displayed =	332.92
***** CELLULAR ONE						
474-3194	10/22/03	11/13/03	20.00	UNIT ROAD & BRIDGE	TELEPHONE	20.00
474-3193	10/22/03	11/13/03	35.00	UNIT ROAD & BRIDGE	TELEPHONE	35.00
474-3306	10/22/03	11/13/03	35.36	UNIT ROAD & BRIDGE	TELEPHONE	35.36
474-3049	10/22/03	11/13/03	14.62	NON-DEPARTMENTAL	CELL PHONES	14.62
474-3020	10/22/03	11/13/03	35.89	NON-DEPARTMENTAL	CELL PHONES	35.89
					Total Displayed =	140.87
***** COLONIAL LIFE & ACC INS CO						
INSURANCE	10/27/03	10/27/03	143.42	GENERAL FUND	PAYROLL INSURANCE PAYABLE	143.42
					Total Displayed =	143.42
***** CLIFTON'S MAINTENANCE						
SHERIFF	09/18/03	11/13/03	25.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	25.00
					Total Displayed =	25.00

Invoice	INV-Date	DU-Date	INV \$	Department	Line Item	Pay \$
***** CITY OF EMORY						
PCT 3	10/15/03	11/13/03	33.50	UNIT ROAD & BRIDGE	WATER	33.50
ANNEX	10/15/03	11/13/03	28.63	NON-DEPARTMENTAL	WATER	28.63
CTHSE	10/15/03	11/13/03	55.88	NON-DEPARTMENTAL	WATER	55.88
JUST CTR	10/15/03	11/13/03	52.00	NON-DEPARTMENTAL	WATER	52.00
AGENT	10/15/03	11/13/03	52.00	NON-DEPARTMENTAL	WATER	52.00
ANNEX	11/13/03	11/13/03	36.00	NON-DEPARTMENTAL	WATER	36.00
JAIL	10/15/03	11/13/03	266.88	SHERIFF & JAIL	WATER	266.88
LIBRARY	10/15/03	11/13/03	58.17	PUBLIC LIBRARY	UTILITIES	58.17
Total Displayed =						583.06
***** CHEVRON USA						
SHERIFF	10/31/03	11/13/03	42.25	SHERIFF & JAIL	FUEL & OIL	42.25
Total Displayed =						42.25
***** DUKO OIL CO						
24052	10/22/03	11/13/03	18.96	ENVIRONMENTAL ENFORCE	FUEL	18.96
24127	10/27/03	11/13/03	19.51	ENVIRONMENTAL ENFORCE	FUEL	19.51
24253	11/06/03	11/13/03	18.98	ENVIRONMENTAL ENFORCE	FUEL	18.98
Total Displayed =						57.45
***** DONUT SUPREME						
6143-30	11/05/03	11/13/03	4.50	8TH DISTRICT COURT	DIST TRIAL EXPENSE	4.50
Total Displayed =						4.50
***** DESK TOP						
17753	10/22/03	11/13/03	4.98	COUNTY COURT/CLERK	OFFICE SUPPLIES	4.98
17791	10/29/03	11/13/03	24.97	DISTRICT CLERK	OFFICE SUPPLIES	24.97
Total Displayed =						29.95
***** DEBORAH TRAYLOR, DISTRICT CLERK						
REFUND	11/03/03	11/03/03	500.00	GENERAL FUND	DISTRICT CLERK FEES	500.00
Total Displayed =						500.00
***** EMORY AUTO SUPPLY						
214620	10/08/03	11/13/03	.64	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	.64
214625	10/09/03	11/13/03	11.49	UNIT ROAD & BRIDGE	ROAD MATERIAL	11.49
214638	10/09/03	11/13/03	52.36	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	52.36
214733	10/13/03	11/13/03	54.87	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	54.87
214322	10/01/03	11/13/03	34.99	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	34.99
Total Displayed =						154.35
***** ED EMIG						
REIMB	11/10/03	11/13/03	133.38	SHERIFF & JAIL	PRISONER SUPPLIES	133.38
Total Displayed =						133.38
***** EMORY FOOD MART						
SHERIFF	11/01/03	11/13/03	204.90	SHERIFF & JAIL	PRISONER FOOD	204.90
Total Displayed =						204.90
***** ELECTRONIC FEDERAL TAX PMT SYS						
WH-SS	10/24/03	10/24/03	9762.58	GENERAL FUND	PAYROLL W/H PAYABLE	2518.51
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6980.42
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
WH-SS	11/07/03	11/07/03	9589.01	GENERAL FUND	PAYROLL W/H PAYABLE	2443.49

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
				UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE	110.65
				GENERAL FUND	PAYROLL FICA PAYABLE	6881.87
				UNIT ROAD & BRIDGE	PAYROLL FICA PAYABLE	153.00
					Total Displayed =	19351.59
***** EMORY INSURANCE AGENCY						
JP CLERK	11/01/03	11/13/03	50.00	NON-DEPARTMENTAL	BONDS	50.00
					Total Displayed =	50.00
***** EIGHTH JUDICIAL DISTRICT						
SEC-COORD	11/13/03	11/13/03	466.66	8TH DISTRICT COURT	SECRETARY-COORDINATOR	466.66
OTHER EXP	11/13/03	11/13/03	104.17	8TH DISTRICT COURT	OTHER EXPENSES	104.17
A/JPROB	11/13/03	11/13/03	650.00	8TH DISTRICT COURT	A/J BLDG. EXPENSES	650.00
					Total Displayed =	1220.83
***** ECHO PUBLISHING CO.						
43376	10/23/03	11/13/03	53.63	JUSTICE PEACE	OFFICE SUPPLIES	53.63
					Total Displayed =	53.63
***** FIRST CHOICE POWER						
PCT 1	10/27/03	11/13/03	185.31	UNIT ROAD & BRIDGE	ELECTRIC	185.31
ALLENWIRE	10/22/03	11/13/03	71.39	SHERIFF & JAIL	ELECTRIC	71.39
JAIL	11/06/03	11/13/03	1211.97	SHERIFF & JAIL	ELECTRIC	1211.97
JAIL	11/06/03	11/13/03	904.66	SHERIFF & JAIL	ELECTRIC	904.66
JP	11/06/03	11/13/03	138.56	NON-DEPARTMENTAL	ELECTRIC	138.56
AGENT	11/06/03	11/13/03	76.74	NON-DEPARTMENTAL	ELECTRIC	76.74
CTRSE	11/06/03	11/13/03	221.51	NON-DEPARTMENTAL	ELECTRIC	221.51
ANNEX	11/06/03	11/13/03	1012.58	NON-DEPARTMENTAL	ELECTRIC	1012.58
LIBRARY	10/22/03	11/13/03	530.51	PUBLIC LIBRARY	UTILITIES	530.51
					Total Displayed =	4353.23
***** FEC ELECTRIC						
8800	10/28/03	11/13/03	61.51	UNIT ROAD & BRIDGE	ELECTRIC	61.51
5200	10/28/03	11/13/03	19.26	UNIT ROAD & BRIDGE	ELECTRIC	19.26
2200	10/29/03	11/13/03	22.67	UNIT ROAD & BRIDGE	ELECTRIC	22.67
					Total Displayed =	103.44
***** GRIFFIN COMMUNICATION & SECURITY						
45264	11/01/03	11/13/03	59.90	PUBLIC LIBRARY	BUILDING MAINT	59.90
					Total Displayed =	59.90
***** GOULD PUBLICATIONS OF TX. INC						
2003001193	09/05/03	11/13/03	185.70	SHERIFF & JAIL	OFFICE SUPPLIES	185.70
					Total Displayed =	185.70
***** GRAY'S WHOLESALE TIRE DIST. INC						
159509	10/27/03	11/13/03	926.28	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	926.28
					Total Displayed =	926.28
***** HUNT COUNTY						
CT REP	11/13/03	11/13/03	425.00	354TH DISTRICT COURT	COURT REPORTER	425.00
SEC-COORD	11/13/03	11/13/03	175.00	354TH DISTRICT COURT	SECRETARY-COORDINATOR	175.00
					Total Displayed =	600.00
***** HOPKINS COUNTY FIRE EXTINGUISHER						
1580	11/06/03	11/13/03	438.25	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	438.25

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
1583	11/06/03	11/13/03	20.00	MAINTENANCE	BLDG. MAINT	20.00
1585	11/06/03	11/13/03	30.25	MAINTENANCE	BLDG. MAINT	30.25
1584	11/06/03	11/13/03	60.50	MAINTENANCE	BLDG. MAINT	60.50
1582	11/06/03	11/13/03	311.85	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	311.85
1581	11/06/03	11/13/03	76.75	PUBLIC LIBRARY	BUILDING MAINT	76.75
Total Displayed =						937.60
***** HOPKINS COUNTY JUVENILE PROBATIO						
JUV PROB	11/13/03	11/13/03	458.33	8TH DISTRICT COURT	JUVENILE PROBATION	458.33
Total Displayed =						458.33
***** HOPKINS CO MEMORIAL HOSPITAL						
INMATE	09/13/03	11/10/03	-147.20	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	-147.20
Total Displayed =						-147.20
***** HALL'S PHARMACY						
100096	10/21/03	11/13/03	72.40	INDIGENT HEALTH CARE	INDIGENT HEALTH EXPENSE	72.40
100179	10/27/03	11/13/03	121.12	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	121.12
100122	10/14/03	11/13/03	33.88	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	33.88
100022	09/30/03	11/13/03	158.27	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	158.27
100178	10/07/03	11/13/03	24.65	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	24.65
100115	10/14/03	11/13/03	418.67	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	418.67
100124	09/29/03	11/13/03	117.50	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	117.50
100177	10/29/03	11/13/03	85.02	INDIGENT HEALTH CARE	PRISONER HEALTH CARE	85.02
Total Displayed =						1031.51
***** HOUSE TIRE & SERVICE CENTER						
8570-3	10/08/03	11/13/03	10.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	10.00
217363	10/15/03	11/13/03	5.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	5.00
217364	10/15/03	11/13/03	68.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	68.00
Total Displayed =						83.00
***** HOOTEN'S WELDING & MFG						
RD&BR	10/06/03	11/13/03	40.00	UNIT ROAD & BRIDGE	FUEL & OIL	40.00
RD&BR	10/21/03	11/13/03	20.84	UNIT ROAD & BRIDGE	FUEL & OIL	20.84
RD&BR	10/20/03	11/13/03	20.00	UNIT ROAD & BRIDGE	FUEL & OIL	20.00
RD&BR	10/08/03	11/13/03	79.80	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	79.80
RD&BR	10/15/03	11/13/03	5.69	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.69
RD&BR	10/22/03	11/13/03	2.00	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	2.00
RD&BR	10/28/03	11/13/03	26.22	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	26.22
RD&BR	10/09/03	11/13/03	5.00	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.00
RD&BR	11/04/03	11/13/03	5.39	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	5.39
SHERIFF	10/25/03	11/13/03	25.07	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	25.07
Total Displayed =						230.01
***** J & R DISCOUNT AUTO SUPPLY						
D167857	10/08/03	11/13/03	11.46	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	11.46
d167445	10/02/03	11/13/03	92.56	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	92.56
D168198	10/13/03	11/13/03	4.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	4.95
D168235	10/14/03	11/13/03	182.08	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	182.08
D167969	10/09/03	11/13/03	132.19	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	132.19
D167921	10/09/03	11/13/03	178.83	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	178.83
D167943	10/09/03	11/13/03	18.74	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	18.74
D167903	10/09/03	11/13/03	13.71	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	13.71
D169110	10/28/03	11/13/03	78.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	78.95
D169045	10/27/03	11/13/03	4.64	MAINTENANCE	BLDG. MAINT	4.64

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
0169031	10/27/03	11/13/03	246.19	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	246.19
0169039	10/27/03	11/13/03	86.66	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	86.66
0167426	10/02/03	11/13/03	15.75	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	15.75
0167755	10/07/03	11/13/03	21.75	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	21.75
0167792	10/07/03	11/13/03	129.68	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	129.68
0167998	10/10/03	11/13/03	58.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	58.00
0168315	10/15/03	11/13/03	111.41	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	111.41
0168356CK	10/15/03	11/13/03	-16.68	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	-16.68
0169112	10/28/03	11/13/03	93.14	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	93.14
Total Displayed =						1464.01
***** JAMES LILES						
104852	10/27/03	11/13/03	60.00	PUBLIC LIBRARY	BUILDING MAINT	60.00
Total Displayed =						60.00
***** JERRY WALLACE						
XX	10/21/03	11/13/03	367.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	367.00
Total Displayed =						367.00
***** JECO HEATING & AIR						
287	10/27/03	11/13/03	199.30	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT.	199.30
Total Displayed =						199.30
***** JURY LIST						
8TH DIST	10/24/03	10/24/03	30.00	8TH DISTRICT COURT	DIST JUROR EXPENSE	30.00
Total Displayed =						30.00
***** J M STONE						
1052	11/07/03	11/13/03	1544.04	UNIT ROAD & BRIDGE	ROAD MATERIAL	1544.04
Total Displayed =						1544.04
***** JUNI MELTON						
REIMB	11/13/03	11/13/03	4.42	NON-DEPARTMENTAL	POSTAGE & BOX RENT	4.42
Total Displayed =						4.42
***** JOE R DOUGHERTY						
REIMB	10/23/03	11/13/03	4.75	NON-DEPARTMENTAL	POSTAGE & BOX RENT	4.75
REIMB	10/28/03	11/13/03	4.42	NON-DEPARTMENTAL	POSTAGE & BOX RENT	4.42
Total Displayed =						9.17
***** JOHN WILEY & SONS, INC						
2195745	10/28/03	11/13/03	14.99	PUBLIC LIBRARY	LIBRARY MATERIAL	14.99
2187215	10/29/03	11/13/03	285.75	PUBLIC LIBRARY	LIBRARY MATERIAL	285.75
Total Displayed =						300.74
***** KILGORE COLLEGE						
32623	10/17/03	11/13/03	10.00	SHERIFF & JAIL	SEMINAR EXPENSE	10.00
Total Displayed =						10.00
***** LORD ABBETT - 457 PLAN						
DEF COMP	10/24/03	10/24/03	398.78	GENERAL FUND	DEFERRED COMP.	398.78
Total Displayed =						398.78
***** LEE ROLAND						
REIMB	10/24/03	11/13/03	21.88	ENVIRONMENTAL ENFORCE	SUPPLIES	21.88
CO COURT	11/04/03	11/13/03	75.00	COUNTY COURT/CLERK	CO TRIAL EXPENSE	75.00

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
Total Displayed =						96.88
***** LIFE INVESTORS INSURANCE CO						
INSURANCE	10/29/03	10/29/03	156.50	GENERAL FUND	PAYROLL INSURANCE PAYABLE	156.50
Total Displayed =						156.50
***** LILLIE ROBINSON						
REIMB	10/24/03	11/13/03	55.31	COUNTY ATTORNEY	SEMINAR EXPENSE	55.31
Total Displayed =						55.31
***** LINDA WALLACE						
REIMB	10/02/03	11/13/03	53.14	COUNTY COURT/CLERK	SEMINAR EXPENSE	53.14
Total Displayed =						53.14
***** MARTI COLE						
REIMB	10/24/03	11/13/03	63.55	COUNTY ATTORNEY	SEMINAR EXPENSE	63.55
Total Displayed =						63.55
***** MRS BAIRD						
38	10/22/03	11/13/03	83.00	SHERIFF & JAIL	PRISONER FOOD	83.00
Total Displayed =						83.00
***** MAC WALLING, PH.D.						
JONES	10/15/03	11/13/03	150.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	150.00
Total Displayed =						150.00
***** NEWS-TELEGRAM						
XX	10/31/03	11/13/03	148.20	NON-DEPARTMENTAL	PUBLICATIONS	148.20
Total Displayed =						148.20
***** MACD CLEARING ACCOUNT						
DEF COMP	10/24/03	10/24/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
DEF COMP	11/07/03	11/07/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
Total Displayed =						20.00
***** NATIONAL TRAVELERS LIFE INS CO						
INSURANCE	11/03/03	11/03/03	66.05	GENERAL FUND	PAYROLL INSURANCE PAYABLE	66.05
Total Displayed =						66.05
***** OMNIBASE SERVICES OF TEXAS						
TRIAL FEES	10/24/03	10/24/03	168.00	NON-DEPARTMENTAL	TRIAL FEES TO STATE	168.00
Total Displayed =						168.00
***** OFFICE DEPOT						
2209783415	10/17/03	11/13/03	155.62	COUNTY ATTORNEY	OFFICE SUPPLIES	155.62
220969487	10/17/03	11/13/03	32.41	COUNTY COURT/CLERK	OFFICE SUPPLIES	32.41
220531756	10/14/03	11/13/03	62.57	COUNTY COURT/CLERK	OFFICE SUPPLIES	62.57
221275928	10/23/03	11/13/03	13.52	COUNTY COURT/CLERK	OFFICE SUPPLIES	13.52
222566087	10/25/03	11/13/03	208.01	DISTRICT CLERK	OFFICE SUPPLIES	208.01
222143543	10/28/03	11/13/03	47.65	REGISTRATION OFFICE	OFFICE SUPPLIES	47.65
220530616	10/14/03	11/13/03	93.09	INDIGENT HEALTH CARE	OFFICE SUPPLIES	93.09
220302069	10/14/03	11/13/03	132.82	COUNTY JUDGE	OFFICE SUPPLIES	132.82
221153856	10/24/03	11/13/03	33.37	COUNTY JUDGE	OFFICE SUPPLIES	33.37
223774520	11/04/03	11/13/03	137.84	COUNTY ATTORNEY	OFFICE SUPPLIES	137.84
Total Displayed =						916.90

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Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** FARMER AUTOMOTIVE						
1447	10/27/03	11/13/03	415.08	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	415.08
1292	09/13/03	11/13/03	1084.52	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	1084.52
1415	10/20/03	11/13/03	28.22	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	28.22
Total Displayed =						1527.82
***** POINT FIRE SERVICE						
5283	10/02/03	11/13/03	66.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	66.95
5284	10/15/03	11/13/03	22.95	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	22.95
Total Displayed =						89.90
***** PURCHASE POWER						
POSTAGE	10/24/03	11/13/03	309.87	NON-DEPARTMENTAL	POSTAGE & BOX RENT	309.87
Total Displayed =						309.87
***** RAINS CO APPRAISAL DISTRICT						
QUARTERLY	09/08/03	11/13/03	14591.63	NON-DEPARTMENTAL	APPRAISAL DISTRICT	14591.63
Total Displayed =						14591.63
***** RAINS CO GENERAL OPERATING FD						
TRANSFER	10/29/03	10/29/03	297.00	BAIL BOND FEE	STATE FEES	297.00
Total Displayed =						297.00
***** RAINS FAMILY HEALTHCARE						
079121-02	10/20/03	11/13/03	110.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	110.00
079121-02	10/20/03	11/13/03	110.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	110.00
079121-02	10/20/03	11/13/03	100.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	100.00
Total Displayed =						320.00
***** RAINS HARDWARE						
28025	10/21/03	11/13/03	4.52	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	4.52
28162	10/20/03	11/13/03	6.19	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	6.19
28172	10/20/03	11/13/03	8.29	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	8.29
27822	10/02/03	11/13/03	10.94	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	10.94
27939	10/13/03	11/13/03	3.99	MAINTENANCE	CUSTODIAL SUPPLIES	3.99
27754	10/03/03	11/13/03	37.20	MAINTENANCE	CUSTODIAL SUPPLIES	37.20
28016	10/24/03	11/13/03	5.38	MAINTENANCE	BLDG. MAINT	5.38
28031	10/21/03	11/13/03	21.26	MAINTENANCE	BLDG. MAINT	21.26
28165	10/20/03	11/13/03	27.03	MAINTENANCE	BLDG. MAINT	27.03
27788	10/06/03	11/13/03	24.42	MAINTENANCE	BLDG. MAINT	24.42
27827	10/03/03	11/13/03	1.78	MAINTENANCE	BLDG. MAINT	1.78
27824	10/02/03	11/13/03	29.20	MAINTENANCE	BLDG. MAINT	29.20
27983	10/20/03	11/13/03	5.80	ENVIRONMENTAL ENFORCE	SUPPLIES	5.80
28110	10/11/03	11/13/03	5.79	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	5.79
28057	10/25/03	11/13/03	34.73	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	34.73
Total Displayed =						226.52
***** RELIABLE OFFICE SUPPLIES						
RDB86700	10/20/03	11/13/03	170.17	SHERIFF & JAIL	OFFICE SUPPLIES	170.17
ROC01900	10/21/03	11/13/03	148.11	SHERIFF & JAIL	OFFICE SUPPLIES	148.11
Total Displayed =						318.28
***** ROCK SOLID CRUSHED STONE, INC						
1475	11/12/03	11/13/03	1742.40	UNIT ROAD & BRIDGE	ROAD MATERIAL	1742.40
1476	11/12/03	11/13/03	1119.30	UNIT ROAD & BRIDGE	ROAD MATERIAL	1119.30
Total Displayed =						2861.70

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** STATE COMPTROLLER						
TRIAL FEES	10/24/03	10/24/03	471.70	NON-DEPARTMENTAL	TRIAL FEES TO STATE	471.70
TRIAL FEES	10/24/03	10/24/03	197.24	NON-DEPARTMENTAL	TRIAL FEES TO STATE	197.24
TRIAL FEES	10/24/03	10/24/03	14982.69	NON-DEPARTMENTAL	TRIAL FEES TO STATE	14982.69
Total Displayed =						15651.63
***** SYSCO FOOD SERVICES, INC						
310230809	10/23/03	11/13/03	25.00	SHERIFF & JAIL	PRISONER SUPPLIES	25.00
310230809	10/23/03	11/13/03	43.12	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	43.12
310300795	10/30/03	11/13/03	201.50	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	201.50
310230809	10/23/03	11/13/03	462.81	SHERIFF & JAIL	PRISONER FOOD	462.81
310300795	10/30/03	11/13/03	813.79	SHERIFF & JAIL	PRISONER FOOD	813.79
311060831	11/06/03	11/13/03	395.76	SHERIFF & JAIL	PRISONER FOOD	395.76
311060831	11/06/03	11/13/03	48.90	SHERIFF & JAIL	PRISONER SUPPLIES	48.90
Total Displayed =						1990.88
***** SHI GOVERNMENT SOLUTIONS, INC						
25FBA	10/23/03	11/13/03	26.00	NON-DEPARTMENTAL	NETWORKING	26.00
25ODE	10/22/03	11/13/03	2204.00	NON-DEPARTMENTAL	NETWORKING	2204.00
Total Displayed =						2230.00
***** SPRINT PCS						
SHERIFF	10/17/03	11/13/03	247.21	SHERIFF & JAIL	TELEPHONE	247.21
Total Displayed =						247.21
***** SMITH RENTAL, INC						
18026	10/29/03	11/13/03	84.90	MAINTENANCE	BLDG. MAINT	84.90
Total Displayed =						84.90
***** SOUTH RAINS WATER SUPPLY						
PCT 1	10/17/03	11/13/03	19.44	UNIT ROAD & BRIDGE	WATER	19.44
Total Displayed =						19.44
***** SULPHUR SPRINGS CARPETS						
XX	11/06/03	11/13/03	851.65	MAINTENANCE	BLDG. MAINT	851.65
XX	11/12/03	11/13/03	26.99	MAINTENANCE	BLDG. MAINT	26.99
XX	11/12/03	11/13/03	332.69	MAINTENANCE	BLDG. MAINT	332.69
Total Displayed =						1211.33
***** SULPHUR SPRINGS FAMILY HEALTHCARE						
081665-02	10/20/03	11/13/03	95.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	95.00
079121-02	10/20/03	11/13/03	110.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	110.00
Total Displayed =						205.00
***** SHIRLEY WEEKS						
HUMEECEXP	11/13/03	11/13/03	300.00	COUNTY AGENT	ECONOMIST TRAVEL ALLOWANCE	300.00
Total Displayed =						300.00
***** THOMSON-WEST						
805166600	09/30/03	11/13/03	272.35	LAW LIBRARY FUND	LAW LIBRARY	272.35
805341693	10/30/03	11/13/03	30.75	LAW LIBRARY FUND	LAW LIBRARY	30.75
805340876	10/30/03	11/13/03	12.00	SHERIFF & JAIL	OFFICE SUPPLIES	12.00
Total Displayed =						315.10
***** TYLER ASPHALT & GRAVEL CO						

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
10014757	10/22/03	11/13/03	22130.25	UNIT ROAD & BRIDGE	ROAD MATERIAL	22130.25
10014741	10/21/03	11/13/03	15776.75	UNIT ROAD & BRIDGE	ROAD MATERIAL	15776.75
10014778	10/23/03	11/13/03	7871.42	UNIT ROAD & BRIDGE	ROAD MATERIAL	7871.42
Total Displayed =						45778.42
<b>***** TAC HEBP</b>						
HEALTH INS	11/12/03	11/12/03	23717.28	NON-DEPARTMENTAL	HEALTH INSURANCE	21867.23
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	446.27
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	1403.78
Total Displayed =						23717.28
<b>***** TAWAKONI TIRE SERVICE</b>						
3222	10/30/03	11/13/03	45.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	45.00
Total Displayed =						45.00
<b>***** TEXAS CO &amp; DIST RETIREMENT SYS</b>						
RETIREMENT	10/30/03	10/30/03	13186.08	GENERAL FUND	PAYROLL RETIREMENT PAYABLE	12261.12
				UNIT ROAD & BRIDGE	PAYROLL RETIREMENT PAYABLE	280.00
				NON-DEPARTMENTAL	RETIREMENT	630.56
				UNIT ROAD & BRIDGE	RETIREMENT	14.40
Total Displayed =						13186.08
<b>***** THE COMPUTER MAN</b>						
20030594	11/02/03	11/13/03	400.00	COUNTY COURT/CLERK	EQUIPMENT MAINT	400.00
20030583	10/29/03	11/13/03	60.00	DISTRICT CLERK	EQUIPMENT MAINT.	60.00
20030567	10/18/03	11/13/03	450.00	NON-DEPARTMENTAL	NETWORKING	450.00
20030573	10/27/03	11/13/03	285.00	NON-DEPARTMENTAL	NETWORKING	285.00
20030595	11/02/03	11/13/03	510.00	NON-DEPARTMENTAL	NETWORKING	510.00
20030589	11/01/03	11/13/03	315.00	NON-DEPARTMENTAL	NETWORKING	315.00
20030568	10/18/03	11/13/03	480.00	NON-DEPARTMENTAL	NETWORKING	480.00
20030574	10/29/03	11/13/03	639.95	NON-DEPARTMENTAL	NETWORKING	639.95
Total Displayed =						3139.95
<b>***** TX DEPT OF LICENSING &amp; REGULATIO</b>						
INSPECTION	11/07/03	11/07/03	475.00	NON-DEPARTMENTAL	CONTINGENCY	475.00
Total Displayed =						475.00
<b>***** THE TAWAKONI NEWS</b>						
XX	10/02/03	11/13/03	63.41	NON-DEPARTMENTAL	PUBLICATIONS	63.41
Total Displayed =						63.41
<b>***** TXU GAS</b>						
JUST CTR	11/06/03	11/13/03	21.79	NON-DEPARTMENTAL	GAS	21.79
AGENT	11/06/03	11/13/03	13.93	NON-DEPARTMENTAL	GAS	13.93
JAIL	11/06/03	11/13/03	317.36	SHERIFF & JAIL	GAS	317.36
CTHSE	11/06/03	11/13/03	3.01	NON-DEPARTMENTAL	GAS	3.01
Total Displayed =						356.09
<b>***** U S POST OFFICE</b>						
POSTAGE	10/29/03	10/29/03	37.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	37.00
Total Displayed =						37.00
<b>***** US POSTAL SERVICE</b>						
POSTAGE	11/12/03	11/12/03	1000.00	NON-DEPARTMENTAL	POSTAGE & BOX RENT	1000.00
Total Displayed =						1000.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** VERIZON						
PCT 3	10/19/03	11/13/03	47.18	UNIT ROAD & BRIDGE	TELEPHONE	47.18
JUDGE	10/19/03	11/13/03	328.99	NON-DEPARTMENTAL	TELEPHONES-ANNEX	328.99
VET OFF	11/01/03	11/13/03	46.46	NON-DEPARTMENTAL	TELEPHONES-ANNEX	46.46
AGENT	10/19/03	11/13/03	102.46	NON-DEPARTMENTAL	TELEPHONES-ANNEX	102.46
JUST CTR	10/25/03	11/13/03	160.49	NON-DEPARTMENTAL	TELEPHONES-ANNEX	160.49
ANNEX	10/25/03	11/13/03	609.34	NON-DEPARTMENTAL	TELEPHONES-ANNEX	609.34
LIBRARY	10/19/03	11/13/03	95.27	PUBLIC LIBRARY	TELEPHONE	95.27
Total Displayed =						1390.19
***** WINGFOOT COMMERCIAL FIRE SYSTEMS						
1681018642	10/16/03	11/13/03	374.16	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	374.16
Total Displayed =						374.16
***** WILLIAMS OIL CO						
48202	10/09/03	11/13/03	455.70	UNIT ROAD & BRIDGE	FUEL & OIL	455.70
48360	10/28/03	11/13/03	440.00	UNIT ROAD & BRIDGE	FUEL & OIL	440.00
48379	10/30/03	11/13/03	687.08	SHERIFF & JAIL	FUEL & OIL	687.08
Total Displayed =						1582.78
***** XEROX CAPITAL						
098566402	10/20/03	11/13/03	61.00	NON-DEPARTMENTAL	COPIERS	61.00
594181445	11/02/03	11/13/03	76.21	NON-DEPARTMENTAL	COPIERS	76.21
594186029	11/02/03	11/13/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
594185863	11/02/03	11/13/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
594185869	11/02/03	11/13/03	119.24	NON-DEPARTMENTAL	COPIERS	119.24
Total Displayed =						494.93

Grand Total of Displayed \$ 175751.41

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FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	116183.30
010	UNIT ROAD & BRIDGE	57418.47
012	BAIL BOND FEE	297.00
034	PUBLIC LIBRARY	1549.54
038	LAW LIBRARY FUND	303.10
TOTAL ALL FUNDS:		175751.41

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100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



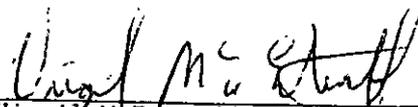
November 13, 2003  
Expense Report Date

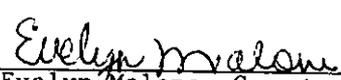
SUBJECT: Payment of County Invoices/Warrants

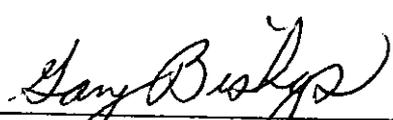
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

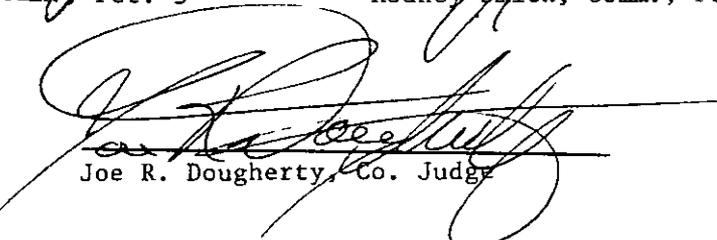
Signed this 13th of November 2003

  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge

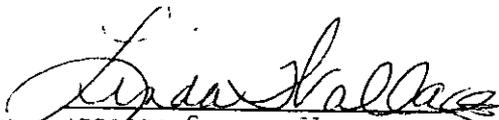
LINE ITEM TRANSFERS

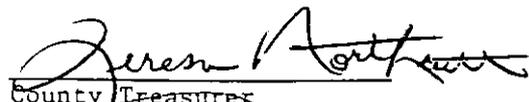
Date: Nov. 13, 2003

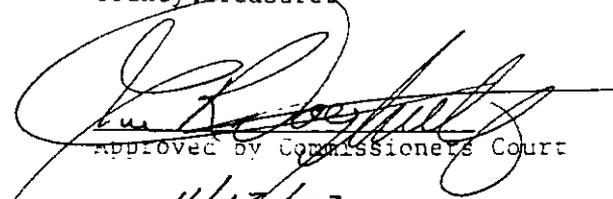
Honorable Commissioners Court of Rains County:

I would like to request the following amendments to the departmental budget:

	<u>FUND</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM: General Operating	Non-Dept.	Capital	21,154.00
TO: General Operating	Non-Dept.	Salaries	21,154.00
REASON: For a deputy's salary in the sheriff dept.			
FROM: General Operating	Non-Dept.	Capital	1618.00
TO: General Operating	Non-Dept.	Soc. Sec.	1618.00
REASON:			
FROM: General Operating	Non-Dept.	Capital	1644.00
TO: General Operating	Non-Dept.	Retirement	1644.00
REASON:			
FROM: General Operating	Non-Dept.	Capital	374.00
TO: General Operating	Non-Dept.	Workers Comp.	374.00
REASON:			
FROM: General Operating	Non-Dept.	Capital	76.00
TO: General Operating	Non-Dept.	Unemployment	76.00
REASON:			

  
 Attest: County Clerk

  
 County Treasurer

  
 Approved by Commissioners Court

11/13/03

Date: Nov. 13, 2003

LINE ITEM TRANSFERS

Honorable Commissioners Court of Rains County:

I would like to request the following amendments to the departmental budget:

	<u>FUND</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM: General Operating	Non-Dept.	Capital	5739.00
TO: General Operating	Non-Dept.	Health Ins.	5739.00

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

FROM:

TO:

REASON:

*Linda Wallace*  
Attest: County Clerk

*Jerome Northcutt*  
County Treasurer

*[Signature]*  
Approved by Commissioners Court  
11/13/03

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RESOLUTION NO. 11-13-03

WHEREAS, Rains County has become the owner of certain real property (see attached Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 577, 605, 846, 893, 1046, 1062, 1085, 1088, 2142, 2181, 2277 & 2353 (see attached Exhibit "A")

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

The Commissioner's Court of Rains County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 13th day of November, 2003.

Attest:

*Lynn Kallan*  
County Clerk  
{seal}

*Joe Dougherty*  
Joe Dougherty, County Judge

Those Voting Aye Were:

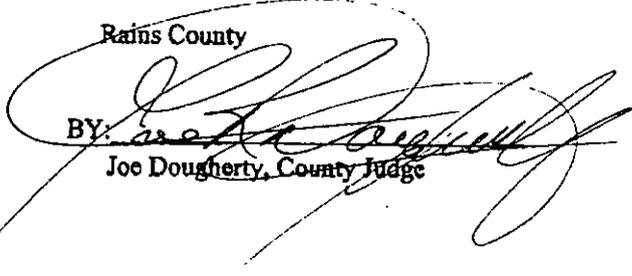
*Don Bishop*  
*Rodney Smith*  
*Erlynn Nelson*  
*David McElroy*

Those Voting Nay Were:

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

IN TESTIMONY WHEREOF Rains County, has caused these presents to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

Rains County

BY:   
Joe Dougherty, County Judge

STATE OF TEXAS X  
COUNTY OF RAINS X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2003, by Joe Dougherty, County Judge of Rains County.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

After recording return to:

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

Suit #	Description	Judgment Amount	Appraised Value	Struck Off Date	Bid Amount
605	Lot 246 Whispering Oaks #2	1,023.47	3,000.00	Nov-88	\$100
846	Lots 21, 22, 23, 24, 25, 26, 27, 45, 58, 59, 60, 61, 62, 63, 64, 65, 66, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 94, 95, 96, 97, 98, & 99 Hermits Cove #1; Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 80, 81, 82, 83, 84, 85, 86, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, & 102 Hermits Cove #2	33,801.10	60,750.00	Dec-97	\$ 10,000.00
893	Lot 415 Whispering Oaks #3	1,635.81	2,880.00	Sep-99	\$100
1062	Lot 52 Hermits Cove #1	296.86	750.00	Aug-97	\$100
1088	Lot 1 Hermits Cove	820.23	2,710.00	Apr-03	\$100
2142	Lot 200, 203 & 204 Holiday Hills	2,725.83	10,000.00	May-03	\$300
2277	Lot 469 Steamboat Shores	1,681.17	4,146.00	Apr-03	\$100
2353	3.98 Acres, D. Padillo Survey, Abstract 286	4,949.53	5,443.00	Apr-03	\$100

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Rains County has become the owner of certain real property (see attached Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 577, 1046, 1085 & 2181 (see attached Exhibit "A")

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

The Commissioner's Court of Rains County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, 2003

Attest:

*[Handwritten Signature]*  
Joe Dougherty, County Judge

\_\_\_\_\_  
County Clerk  
(seal)

Those Voting Aye Were:

*[Handwritten Signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay Were:

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

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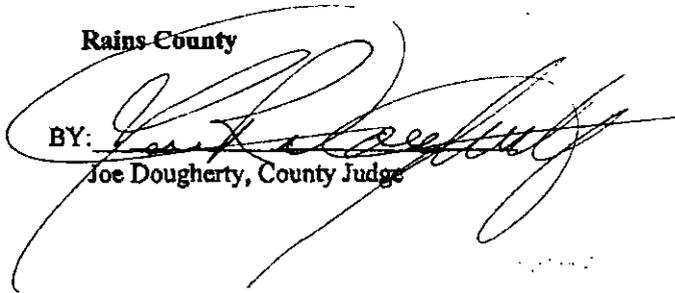
## EXHIBIT "A"

<u>Suit #</u>	<u>Property Description</u>	<u>Judgment Amount</u>	<u>Appraised Value</u>	<u>Bid Amount</u>	<u>Bidder</u>
577	Lot 167, Indian Hills	\$1,311.45	\$1,540.00	\$500.00	Lytle Company 721 Old Mill Lane East Tawakoni
1046	Lot 75, Shady Shores	\$1,646.50	\$2,880.00	\$500.00	Lytle Company 721 Old Mill Lane East Tawakoni
1085	Lot 151, Shady Shores	\$1,078.28	\$2,880.00	\$500.00	Lytle Company 721 Old Mill Lane East Tawakoni
2181	Lot 64, Whispering Oaks	\$1,012.67	\$2,880.00	\$500.00	Lytle Company 721 Old Mill Lane East Tawakoni

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IN TESTIMONY WHEREOF Rains County, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Rains County

BY:   
Joe Dougherty, County Judge

STATE OF TEXAS X

COUNTY OF RAINS X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Joe Dougherty, County Judge of Rains County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

After recording return to:

Richard E & Dallas M. Patterson  
721 Old Mill Lane  
East Tawakoni, TX 75472

\\E:\Users\Foxler\Rains\doeds-030977, et al-4ccrs-Patterson-Lytle.doc;10/27/03 11:31 AM

**RESOLUTION**

**BE IT HEREBY KNOWN** that the 2003-2004 Rains County Budget makes special allowance for a DSL Line to serve Rains County Emergency Management Operations, and

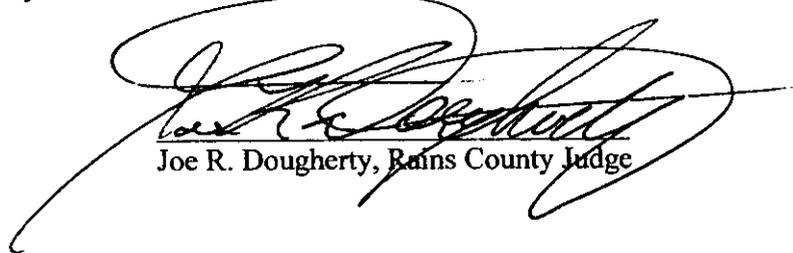
**WHEREAS**, said line is primarily first and foremost for county wide Emergency Management Operations, should such need arise, and

**WHEREAS**, during normal operations, said DSL line, having adequate capacity, will be available for use by the Emergency Management Operations and Emergency Service Area District as long as such capacity remains, and

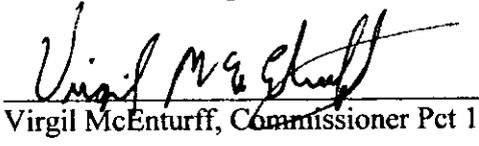
**WHEREAS**, should an emergency arise, the said DSL Line will be completely and totally surrendered to Emergency Management Operations as determined by the Emergency Service Manager and/or Coordinator, and

**WHEREAS**, the Emergency Service Area District will adhere to the county's Acceptable Use Policy, and therefore

**BE IT HEREBY RESOLVED** that the Emergency Service Area District will be permitted to share the use of the Emergency Management DSL Line as approved herein by the Rains County Commissioners Court this 13<sup>TH</sup> day of November, 2003.



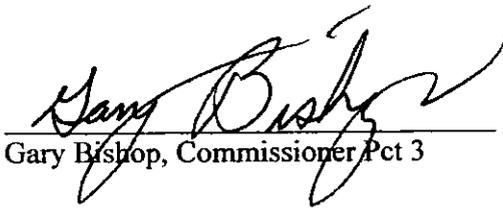
Joe R. Dougherty, Rains County Judge



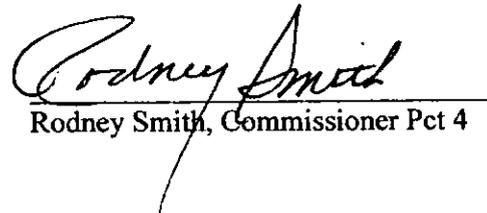
Virgil McEnturff, Commissioner Pct 1



Evelyn Malone, Commissioner Pct 2



Gary Bishop, Commissioner Pct 3



Rodney Smith, Commissioner Pct 4

Section 40, Item 10

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**Rains County Appraisal District  
PO Box 70  
Emory TX 75440  
903-473-2391  
FAX 903-473-4040**

November 7, 2003

Rains County Courthouse  
Judge Dougherty  
PO Box 158  
Emory TX 75440

RE: Refund application for Janice Pierce -- R6860

Dear Judge Dougherty:

In reference to the above refund application, the reason for the correction was that a boathouse was removed from the tax roll in accordance to Section 25.25 (c) (3) of the Property Tax Code, that the inclusion of property that does not exist in the form or at the location described in the appraisal roll.

The reason for the late delay of you receiving the application is that Ms. Pierce did not return the signed refund application until October 13, 2003. The application was processed on July 23, 2002.

If you have any questions please feel free to contact me at 903-473-2391.

Respectfully

Carrol Houllis  
Chief Appraiser

APPLICATION FOR TAX REFUND

Collecting office name	Collecting tax for: (taxing units)
Present mailing address (number and street) <b>RAINS CO. APPRAISAL DISTRICT          P. O. BOX 70</b>	Phone (area code and number)
City, town or post office, state, ZIP code <b>EMORY, TEXAS 75440</b>	

To apply for a tax refund, the taxpayer must complete the following.

Step 1: Owner's name  
**Janice Pierce**

Present mailing address (number and street)  
**941 Tipton Loop**

City, town or post office, state, ZIP code  
**Mountain Home, AR 72653**

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt):  
**Hide-A-Way Lot 14**

Address or location of property:

Account number of property: **R 6860** OR Tax receipt number:

Step 3: Provide the tax payment information

Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. <b>Rains County</b>	<b>2001</b>	<b>10-31-01</b>	<b>\$ 834.54</b>	<b>\$ 13.66</b>
2. <b> </b>	<b>2000</b>	<b>10-24-00</b>	<b>\$ 652.81</b>	<b>\$ 13.71</b>
3. <b> </b>	<b>1999</b>	<b> </b>	<b>\$</b>	<b>\$ 14.14</b>
4. <b> </b>	<b>1998</b>	<b> </b>	<b>\$</b>	<b>\$ 14.61</b>
5. <b> </b>	<b> </b>	<b> </b>	<b>\$</b>	<b>\$</b>

Taxpayer's reason for refund (attach supporting documentation):  
**Remove boathouse - not there**

Step 4: Sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Signature: **Janice D. Pierce** Date of application for tax refund: **10-13-03**

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund determination

This tax refund is  Approved  Disapproved

Authorized officer: **Janice D. Pierce** Date: **13-Nov-03**

Collector(s) of taxing unit(s) for refund applications over \$1000 (insert amount for which governing body approval is required under Section 311.1, Tax Code): **Aranda, Noll** Date: **7-23-02**



October 27, 2003

Virgil McEnturff  
Rains County Commissioner  
P.O. Box 158  
Emory, Texas 75440

Re: Use of Rains County Roads by City of Dallas, Texas (the "City")

Dear Mr. McEnturff

This letter will acknowledge and evidence our agreement pertaining to use of certain county roads and to open cut county roads where necessary for the construction of the pipeline in Rains County, Texas (the "County") by the City.

For and in consideration of the payment by the City of \$115,000 to the County, (i) the County authorizes the City and/or the contractors of the City to use county roads numbers CR1325, CR1490 and CR1495, as and when deemed necessary by the City for the purpose of constructing the pipeline which is the subject of the City's Contract No. 04-031, and is described as the Lake Fork Raw Water Transmission Line Part 3 (the "pipeline"). Limits to this agreement will be to: (1.) use CR1325 **only** from the intersection with CR1495 to the pipeline Right of Way (the "ROW"), (2.) use CR1490 **only** from the intersection with CR1495 to the pipeline ROW, (3.) use CR1495 **only** between the intersection with CR1315 and the intersection with CR1490 and (ii) the County releases the City and its employees, contractors, consultants and agents from any and all liability for damages to such roads as a result of such use, *except that the City shall maintain said roads in a passable condition during all construction phases.*

RV  
VM

In order to evidence the agreement of the City and County as described in this letter, please sign and date this letter where indicated below and return one signed original to my attention.

Sincerely,

*Ben Parker*  
Ben Parker, P E  
Project Manager  
Water Facilities Project Management  
2121 Main St., Suite 300  
Dallas, Texas 75201

ACCEPTED AND AGREED:

*County Approved*

COUNTY OF RAINS, TEXAS

By: *Virgil McEnturff*  
Name: VIRGIL M. McENTURFF  
Title: COMMISSIONER P.T. I  
Date: 11-13-, 2003

**RAINS COUNTY APPRAISAL DISTRICT  
BOARD OF DIRECTORS ELECTION  
2004-2005 TERM**

**RESOLUTION**

**RAINS COUNTY**

**BE IT RESOLVED** that the governing body of Rains County hereby casts its votes for the following person or persons taken from a ballot prepared by the Chief Appraiser of the Rains County Board of Directors for the Rains County Appraisal District for the 2004-2005 Term.

\_\_\_\_\_ Votes cast for Paul Foley

\_\_\_\_\_ Votes cast for Bobbie Harman

\_\_\_\_\_ Votes cast for Catalina Kerr

**834** \_\_\_\_\_ Votes cast for Gordon Krantz

**766** \_\_\_\_\_ Votes cast for Bob Russell

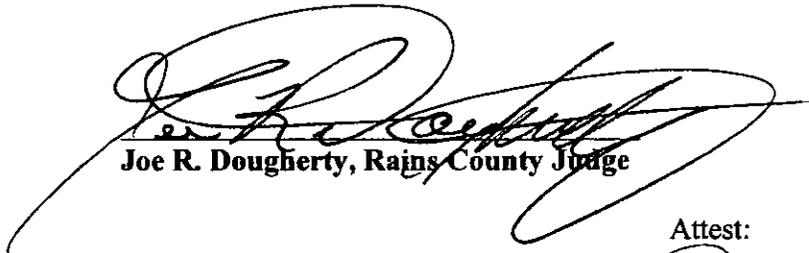
\_\_\_\_\_ Votes cast for Dan Sheffield

\_\_\_\_\_ Votes cast for Ernest Warren

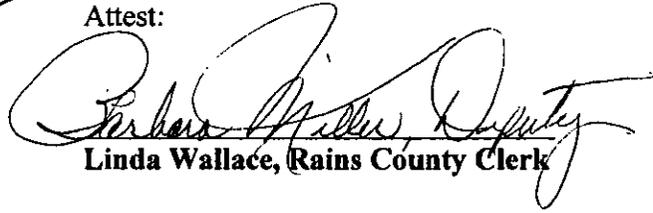
\_\_\_\_\_ Votes cast for Jeff Young

This resolution was adopted upon a motion by **Virgil McEnturff, Rains County Commissioner, Precinct 1** seconded by **Evelyn Malone, Rains County Commissioner, Precinct 2** and affirmed by unanimous vote.

RESOLVED AND SIGNED in an open meeting of the governing body this 13<sup>th</sup> day of November, 2003.

  
Joe R. Dougherty, Rains County Judge

Attest:

  
Linda Wallace, Rains County Clerk



RECEIVED  
OCT 20 2003

Rains County Appraisal District VOL. 039 PAGE 0813  
PO Box 70  
Emory TX 75440  
903-473-2391  
FAX 903-473-4040

October 15, 2003

Mr Joe Dougherty  
County Judge  
Rains County  
PO Box 158  
Emory TX 75440

RE: BALLOT FOR ELECTING BOARD OF DIRECTORS

Dear Mr Dougherty:

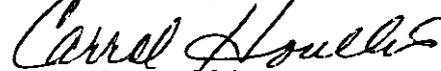
Enclosed please find the Official Ballot for electing members of the Board of Directors for the Rains County Appraisal District.

You must vote your choice in open meeting, report your votes by written resolution, and submit it to me by December 15, 2003. You may cast all your votes for one candidate or you may distribute your votes among any number of candidates on the roster. There is no provision for a "write in" candidate. I will tabulate the votes and declare the candidates receiving the most votes by December 30, 2003.

It will take a total of 834 votes to elect a candidate to the board. In the event of a tie, the Board of Directors Manual published by the State Comptroller allows selection by lot. The number of votes your district has for the candidates is 1600.

You will also find enclosed a list of the entities entitled to vote and the number of votes allotted to each. The nominees who are presently serving on the board are Ernest Warren, Bobbie Harman, Dan Sheffield, Jeri Norris, and Bob Russell.

Respectfully,

  
Carrol Houllis  
Chief Appraiser

Encl

balotltr

Notice of Open Meeting, Regular Session  
Rains County Courthouse, Emory, Texas  
November 24, 2003, 9:00a.m.

OPEN FORUM  
By Written Request  
(Forms in back of Courtroom)

**ACTIONABLE AGENDA**  
Discuss and take necessary action on the following items:

**SECTION I.  
DEPARTMENT REPORTS**

1. \_\_\_ Road & Bridge Department
  - \_\_\_ a.) Status of roads & bridges for Rains County (Jones)
  - \_\_\_ b.) Items for auction (McEnturff)
  - \_\_\_ c.) Security for equipment & facilities (McEnturff)
  - \_\_\_ d.) Purchase of a fuel tank (Malone)
  - \_\_\_ e.) Purchase of used backhoe (Court)
  - \_\_\_ f.) Commissioners present list of roads to be scored (Court)
  - \_\_\_ g.) Set deadline for road evaluations (Court)
  - \_\_\_ h.) Set date for road scoring workshop (Court)
  - \_\_\_ i.) Bid submitted for seal coat from Dike Construction (Malone)
2. \_\_\_ Litter Abatement & On Site Sewage Facility Reports (Roland)

**SECTION II.  
FINANCIAL REPORTS & MINUTES**

1. \_\_\_ Payment of accounts
2. \_\_\_ Line item transfers, if applicable
3. \_\_\_ Budget amendments, if applicable
4. \_\_\_ Treasurer's Monthly/Quarterly Reports (Northcutt)
5. \_\_\_ Minutes of previous Commissioners Court meetings

**SECTION III.  
ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

1. \_\_\_ County Wide Emergency Management Plan
2. \_\_\_ Subdivision Regulations

**COMMISSIONER VIRGIL MCENTURFF-PCT. 1**

3. \_\_\_ Scoring of roads to be hard surfaced

(Section 3 Continued)

COMMISSIONER EVELYN MALONE-PCT. 2

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4. \_\_\_ Personnel Policy and Procedures (County Wide)

COMMISSIONER GARY BISHOP-PCT. 3

5. \_\_\_ Safety Reports

6. \_\_\_ Courthouse Renovation

7. \_\_\_ Facilities Maintenance

a.) \_\_\_ Courthouse security

COMMISSIONER RODNEY SMITH-PCT. 4

8. \_\_\_ LAN Implementation

9. \_\_\_ County Computer Networking System

a.) \_\_\_ Hardware & Software

1.) \_\_\_ Purchase & installation of hardware & software for network

10. \_\_\_ County Website Update & Expansion

**SECTION IV.  
GENERAL COURT ITEMS**

1. \_\_\_ 911 Mapping request to purchase computer to replace old system, to be reimbursed by funding from the ETCOG (Smith)

2. \_\_\_ Fueling of County vehicles (Bishop)

3. \_\_\_ Meal reimbursement (Judge)

4. \_\_\_ Agreement between Rains County & Van Zandt County regarding housing of inmates from Van Zandt County (Court)

5. \_\_\_ Joint Resolution with the City of East Tawakoni for Emergency Management (Malone)

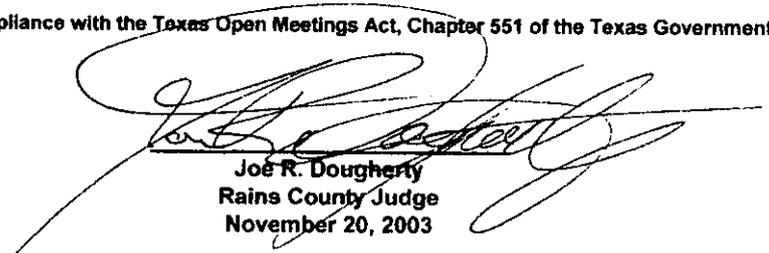
6. \_\_\_ Collection contract for January 1, 2004 through January 1, 2005 with the Rains County Appraisal District (Court)

7. \_\_\_ Request by FEC Electric, Inc. to construct electrical power distribution facilities along & across county road 1278 (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

  
Joe R. Dougherty  
Rains County Judge  
November 20, 2003

THE STATE OF TEXAS

§  
§  
§  
§  
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**NOVEMBER 24, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 24<sup>TH</sup> DAY OF NOVEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, NOVEMBER 24, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:00 A.M. ON THURSDAY, THE 24<sup>TH</sup> DAY OF NOVEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM.

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

SHERIFF RICHARD WILSON ADDRESSED THE COURT RE: HOUSING INMATES FOR VAN ZANDT COUNTY.

THE MATTER OF *REVIEWING RAINS COUNTY COMMITTEE & DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 046 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, PREVIOUSLY SUBMITTED WRITTEN REPORT<sup>1</sup>.

I. 1.i. Tape 1A 286 THE MATTER OF *BID SUBMITTED FOR SEAL COAT FROM DIKE CONSTRUCTION* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO REJECT THE BID FOR SEAL COAT FROM DIKE CONSTRUCTION.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

---

<sup>1</sup>COMPLETED WORK FOR 11/10/2003 THROUGH 11/19/2003, AVIS JONES  
NOVEMBER 24, 2003 COMMISSIONERS' COURT

IV. 1. Tape 1A 352 THE MATTER OF *911 MAPPING REQUEST TO PURCHASE COMPUTER TO REPLACE OLD SYSTEM, TO BE REIMBURSED BY FUNDING FROM THE ETCOG* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER GARY BISHOP TO PURCHASE A COMPUTER FOR 911 MAPPING, IN THE SUM OF \$700.00 WITH COST TO BE REIMBURSED BY ETCOG.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1A 499 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>2</sup>.

AT 10:00 A.M., A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:10 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

II. 1. Tape 1A 566 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO AUTHORIZE PAYMENT OF

---

<sup>2</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 11/24/03

ACCOUNTS<sup>3</sup>.

COURT MEMBERS VOTING AYE: VIRGIL MCENTURFF EVELYN MALONE, JOE RAY DOUGHERTY AND GARY BISHOP.

COURT MEMBERS VOTING NO: NONE

COURT MEMBERS ABSTAINING: RODNEY SMITH

MOTION CARRIED.

II. 4. Tape 1A 626 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ACCEPT THE TREASURER'S MONTHLY REPORT<sup>4</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

II. 5. Tape 1A 637 THE MATTER OF *MINUTES OF PREVIOUS COMMISSIONERS COURT MEETINGS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO WAIVE THE READING OF THE MINUTES AND APPROVE THE MINUTES OF SEPTEMBER 25, 2003 OCTOBER 9, 2003, OCTOBER 23, 2003, AND OCTOBER 31, 2003.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,

---

<sup>3</sup>COMMISSIONERS COURT REGISTER DATED 11/24/03

<sup>4</sup>TREASURER'S MONTHLY REPORT FILED IN COMMISSIONERS' COURT FILE DATED OCTOBER 31, 2003

MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 1B 225 THE MATTER OF *MEAL REIMBURSEMENT* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE REIMBURSEMENT FOR MEALS DURING SEMINARS & SCHOOLS IN THE SUM OF \$30.00 MAXIMUM PER DAY WITH COPY OF RECEIPT.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape 1B 281 THE MATTER OF *AGREEMENT BETWEEN RAINS COUNTY & VAN ZANDT COUNTY REGARDING HOUSING OF INMATES FROM VAN ZANDT COUNTY* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE THE AGREEMENT<sup>5</sup> BETWEEN RAINS COUNTY & VAN ZANDT COUNTY CONTINGENT UPON APPROVAL OF THE COUNTY ATTORNEY.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape 1B 312 THE MATTER OF *JOINT RESOLUTION WITH THE CITY OF EAST TAWAKONI FOR EMERGENCY MANAGEMENT* CAME TO THE ATTENTION OF THE COURT.

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<sup>5</sup>AGREEMENT BETWEEN VAN ZANDT COUNTY & RAINS COUNTY - HOUSING OF INMATES

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE THE JOINT RESOLUTION WITH THE CITY OF EAST TAWAKONI FOR EMERGENCY MANAGEMENT<sup>6</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 7. Tape 1B 332 THE MATTER OF *REQUEST BY FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG & ACROSS COUNTY ROAD 1278* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO APPROVE THE REQUEST BY FEC ELECTRIC<sup>7</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 11:00 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 11:10 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

---

<sup>6</sup>RESOLUTION #10-2003 CITY OF EAST TAWAKONI, TEXAS

<sup>7</sup>FEC PERMIT REQUEST DATED 11/11/03 & LETTER OF APPROVAL DATED 11/24/03

IV. 6. Tape 1B 343 THE MATTER OF COLLECTION CONTRACT FOR JANUARY 1, 2004 THROUGH JANUARY 1, 2005 WITH THE RAINS COUNTY APPRAISAL DISTRICT CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO APPROVE THE COLLECTION CONTRACT<sup>8</sup> FOR JANUARY 1, 2004 THROUGH JANUARY 1, 2005 WITH RAINS COUNTY APPRAISAL DISTRICT.

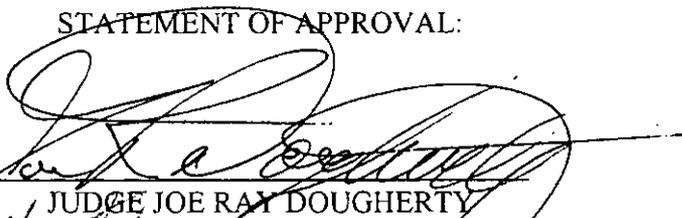
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

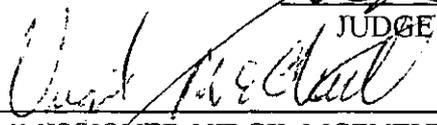
A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO ADJOURN.

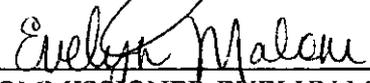
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

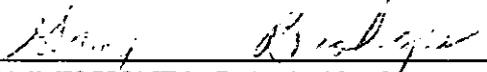
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 1120 A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

COMMISSIONER RODNEY SMITH

<sup>8</sup>CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES WITH RAINS COUNTY APPRAISAL DISTRICT AND RAINS COUNTY DATED NOVEMBER 24, 2003

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 8th DAY OF January, 2004.



# COUNTY OF RAINS

VOL. 039 PAGE 0822

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

## Work Completed 11-10-03 Through 11-19-03

11-10-03 (Monday) Worked on Little Oak Drive in East Tawakoni by bomaging and packing the street. Shovel patched CRs 2360, 2365, 2370, 2420, 3400, 3410, 3418, 3419, 3421, 3422, 3425, 3430, 3445 and 3446, using 2 loads oil sand.

11-11-03 (Tuesday) Holiday

11-12-03 (Wednesday) Checked CRs 1280, 1399, 1412, 1532, 1533, 1534, 1535, 1536, 3332 and 4254. Cleared culvert on CR 4254 and replaced 24" X 12' culvert on CR 1280. Ditching work and repaired a wash out on CR 1155. Replaced or repaired signs and sign posts on CRs 2235, 2470, 2510, 3235, 3347, 3350, 3380 and 3385. Shovel patched CRs 4480 and 4520 using 1 load oil sand. Extended culvert on CR 1330.

11-13-03 (Thursday) Culvert maintenance and ditch work completed on CR 1530 and CR 4250. Ditch work and hauled away dirt on CRs 1380, 1380 and 1530. Signs and post replaced on CR 1280, 1305 and 3150. Shovel patched CRs 2300, 2350, 2355, 2470, 2510, 3330 and 3332, using 1 load oil sand. Cut limbs and brush on CR 1531.

11-14-03 (Friday) Moved machinery from East Tawakoni to Pct. 1 yard and took grader to Hootens for repairs. Checked CRs 1325 and 3150. Ditch work performed on CR 1151 and patching of 1150 using 1 load oil sand. Shovel patched CRs 1305 and 3350 using 2 loads rock and 1 load oil sand. Collected old tires from all precinct yards.

11-15-03 (Saturday) Disposed of old tires.

11-17-03 (Monday) Installed guardrails on CR 3150. Ditch work and hauled away dirt on CR 3210. Serviced equipment at Pct. 1 yard, changing oil and filters as necessary on equipment. Shovel patched CRs 1150, 1308, and 1325 using 1 load oil sand.

**11-18-03 (Tuesday) Vegetation control and brush axing on CR 1300. Installed 12"X 30" culvert on CR 1535, using 1 load rock. Installed signs and poles on CRs 2250, 2370, 2460, 2470, 3410, 3425, 3450 and Pvt. Road 8010.**

**Page 2**

**Work Continued 11-10-03 Through 11-19-03**

**11-19-03 (Wednesday) Checked CRs 1301,1690, 1691, 3150, 3200 and 3220. Bladed CRs 1280, 1300, 1315 and 1495. Vegetation control cut and cleared branches and hauled off on CRs 1301, 1495 and 2310. Replaced, straightened signs and posts on CRs 3410, 3415, 3419, 3326, 3328, 3329, 4500, 4510, 4515, 4520, 4525, 4528 and 4480.**

**In The Next Two Weeks**

**The road crew will be brush axing and blading throughout the county. The entire Road and Bridge employee's wish you a safe and Happy Thanksgiving.**

**Remember if you need us please call 903-473-8783, fax 903-473-9543 or email us at [rains.co.roads@verizon.net](mailto:rains.co.roads@verizon.net).**



Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
**** ALBSON 184483	11/13/03	11/24/03	136.80	SHERIFF & JAIL	OFFICE SUPPLIES Total Displayed =	136.80 136.80
**** ALBA-GOLDEN CREDIT UNION 4X	11/21/03	11/21/03	715.00	GENERAL FUND	CREDIT UNION Total Displayed =	715.00 715.00
**** ALBA HEALTH DEN :	11/03	11/21/03	1521.00	NON-DEPARTMENTAL UNIT ROAD & BRIDGE	HEALTH INSURANCE Total Displayed =	1521.00 1552.00
**** AVIS JONES REIMB	11/13/03	11/24/03	340.24	UNIT ROAD & BRIDGE	SEMINAR EXPENSE	340.24
REIMB	11/19/03	11/24/03	20.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS Total Displayed =	20.00 360.24
**** ALBERT'S 6362	11/19/03	11/24/03	47.50	SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT. Total Displayed =	47.50 47.50
**** C & M BLDG SUPPLY 134529	11/20/03	11/24/03	107.96	MAINTENANCE	BLDG. MAINT Total Displayed =	107.96 107.96
**** CODY SANDERS REIMBCELL	11/24/03	11/24/03	30.78	NON-DEPARTMENTAL	CELL PHONES Total Displayed =	30.78 30.78
**** DON SMITH 71257	11/06/03	11/24/03	3584.00	SHERIFF & JAIL	LAB - FORENSIC Total Displayed =	3584.00 3584.00
**** DON SMITH REIMBCELL	11/24/03	11/24/03	42.50	NON-DEPARTMENTAL	CELL PHONES Total Displayed =	42.50 42.50
**** DONUT SUPREME 6143-32	11/11/03	11/24/03	4.50	MAINTENANCE	BLDG. MAINT	4.50
1959-49	11/10/03	11/24/03	11.90	MAINTENANCE	BLDG. MAINT	11.90
6143-33	11/17/03	11/24/03	8.50	MAINTENANCE	BLDG. MAINT Total Displayed =	8.50 24.90
**** DESK TOP 17875	11/14/03	11/24/03	49.00	DISTRICT CLERK	OFFICE SUPPLIES	49.00
17868	11/13/03	11/24/03	35.92	SHERIFF & JAIL	OFFICE SUPPLIES Total Displayed =	35.92 84.92
**** ELECTRONIC FEDERAL TAX PMT SYS WH-SS	11/21/03	11/21/03	9904.83	GENERAL FUND UNIT ROAD & BRIDGE GENERAL FUND UNIT ROAD & BRIDGE	PAYROLL W/H PAYABLE PAYROLL W/H PAYABLE PAYROLL FICA PAYABLE PAYROLL FICA PAYABLE Total Displayed =	2553.34 110.65 7087.84 153.00 9904.83

Invoice	Inv-Date	Due-Date	Inv \$	Department	Line Item	Pay \$
***** EVELYN MALONE REIMBCELL	11/24/03	11/24/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
					Total Displayed =	42.50
***** FIRST CHOICE POWER PCT 4	11/12/03	11/24/03	78.22	UNIT ROAD & BRIDGE	ELECTRIC	78.22
					Total Displayed =	78.22
***** GOULD PUBLICATIONS OF TX. INC 2003002993	11/03/03	11/24/03	21.00	LAW LIBRARY FUND	LAW LIBRARY	21.00
					Total Displayed =	21.00
***** GASTON TIRE & LUBE 203111	09/08/03	11/24/03	17.50	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	17.50
203123	09/22/03	11/24/03	8.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	8.00
203135	10/09/03	11/24/03	9.00	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	9.00
770651	11/06/03	11/24/03	31.50	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	31.50
203134	10/06/03	11/24/03	170.00	MAINTENANCE	BLDG. MAINT	170.00
203122	09/18/03	11/24/03	10.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	10.00
203119	09/15/03	11/24/03	20.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	20.00
203117	09/12/03	11/24/03	7.50	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	7.50
203116	09/11/03	11/24/03	40.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	40.00
203110	09/06/03	11/24/03	9.00	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	9.00
203132	10/01/03	11/24/03	43.50	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	43.50
					Total Displayed =	366.00
***** HART INTERCIVIC 370797	11/11/03	11/24/03	372.25	ELECTIONS	ELECTION EXPENSE	372.25
					Total Displayed =	372.25
***** HERSCHEL BULLARD REIMBCELL	11/24/03	11/24/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
					Total Displayed =	30.78
***** HUNT COUNTY FARM SUPPLY XX	11/10/03	11/24/03	297.96	UNIT ROAD & BRIDGE	EQUIPMENT MAINT.	297.96
					Total Displayed =	297.96
***** INTER-COUNTY COMMUNICATIONS 38189	11/06/03	11/24/03	750.00	JUSTICE PEACE	OFFICE EQUIPMENT	750.00
					Total Displayed =	750.00
***** JIMMY WOOLLEY REIMBCELL	11/24/03	11/24/03	30.78	NON-DEPARTMENTAL	CELL PHONES	30.78
					Total Displayed =	30.78
***** JURY LIST 3TH DIST	11/21/03	11/21/03	396.00	3TH DISTRICT COURT	DIST JUROR EXPENSE	396.00
					Total Displayed =	396.00
***** J M STONE 1226	11/20/03	11/24/03	1442.79	UNIT ROAD & BRIDGE	ROAD MATERIAL	1442.79
					Total Displayed =	1442.79
***** JANICE PIERCE TAX REFUND	11/14/03	11/14/03	56.12	NON-DEPARTMENTAL	TAX REFUND	56.12

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
						Total Disbursed = 56.12
***** JOE R DOUGHERTY						
REIMBCELL	11/24/03	11/24/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
						Total Disbursed = 42.50
***** KENNETH FRANCIS						
REIMBCELL	11/24/03	11/24/03	30.78	UNIT ROAD & BRIDGE	TELEPHONE	30.78
						Total Disbursed = 30.78
***** LEXIS NEXIS MATTHEW BENDER						
310095507	10/31/03	11/24/03	20.00	COUNTY ATTORNEY	LAW LIBRARY	20.00
						Total Disbursed = 20.00
***** LORD ABBETT - 457 PLAN						
XX	11/21/03	11/21/03	398.78	GENERAL FUND	DEFERRED COMP.	398.78
						Total Disbursed = 398.78
***** MAC WALLING, PH.D.						
VINES	11/11/03	11/24/03	150.00	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS	150.00
						Total Disbursed = 150.00
***** MACO CLEARING ACCOUNT						
DEF COMP	11/21/03	11/21/03	10.00	GENERAL FUND	DEFERRED COMP.	10.00
						Total Disbursed = 10.00
***** OFFICE DEPOT						
224557208	11/10/03	11/24/03	145.74	UNIT ROAD & BRIDGE	OFFICE SUPPLIES	145.74
224432300	11/11/03	11/24/03	60.88	COUNTY JUDGE	OFFICE SUPPLIES	60.88
224810808	11/14/03	11/24/03	64.75	COUNTY ATTORNEY	OFFICE SUPPLIES	64.75
						Total Disbursed = 271.37
***** POTTS GAS CO. INC						
92614	11/18/03	11/24/03	368.70	SHERIFF & JAIL	GAS	368.70
						Total Disbursed = 368.70
***** RAY RAGAN						
REIMBCELL	11/24/03	11/24/03	30.78	NON-DEPARTMENTAL	CELL PHONES	30.78
						Total Disbursed = 30.78
***** RAINS COUNTY CHILD WELFARE						
8TH DIST	11/21/03	11/21/03	66.00	8TH DISTRICT COURT	DIST JUROR EXPENSE	66.00
						Total Disbursed = 66.00
***** RAINS CO GENERAL OPERATING FO						
EMP SAL	11/19/03	11/19/03	2000.00	LIBRARY CAPITAL	CAPITAL	2000.00
						Total Disbursed = 2000.00
***** RON CASON PLUMBING & BACKHOE						
XX	11/17/03	11/24/03	91.27	MAINTENANCE	BLDG. MAINT	91.27
						Total Disbursed = 91.27
***** ROLAND FERGURSON, ATTY						
3895.3894A	11/17/03	11/24/03	1000.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	1000.00
3947-A	11/17/03	11/24/03	250.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	250.00
						Total Disbursed = 1250.00

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	Pay \$
***** RODNEY SMITH						
REIMBCELL	11/24/03	11/24/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
						Total Displayed = 42.50
***** SHERIFFS' ASSN OF TEXAS						
WILSON	11/14/03	11/24/03	25.00	NON-DEPARTMENTAL	DUES	25.00
						Total Displayed = 25.00
***** SKY BLUE WATER						
30402	11/19/03	11/24/03	12.75	NON-DEPARTMENTAL	WATER	12.75
						Total Displayed = 12.75
***** STATE COMPTROLLER						
TRIAL FEES	11/20/03	11/24/03	271.70	NON-DEPARTMENTAL	TRIAL FEES TO STATE	271.70
						Total Displayed = 271.70
***** SYSCO FOOD SERVICES, INC						
311130785	11/13/03	11/24/03	774.13	SHERIFF & JAIL	PRISONER FOOD	774.13
311130785	11/13/03	11/24/03	73.90	SHERIFF & JAIL	PRISONER SUPPLIES	73.90
311130785	11/13/03	11/24/03	139.65	SHERIFF & JAIL	BLDG. REPAIR & MAINT.	139.65
						Total Displayed = 987.68
***** SMITH RENTAL, INC						
18110	11/17/03	11/24/03	157.50	MAINTENANCE	BLDG. MAINT	157.50
18144	11/18/03	11/24/03	185.15	MAINTENANCE	BLDG. MAINT	185.15
						Total Displayed = 342.65
***** DEPT 31 - 1000001586						
49332	10/31/03	11/24/03	299.98	SHERIFF & JAIL	EQUIPMENT	299.98
49332	10/31/03	11/24/03	36.69	SHERIFF & JAIL	OFFICE SUPPLIES	36.69
45642	10/16/03	11/24/03	32.44	JUSTICE PEACE	OFFICE SUPPLIES	32.44
3600936001	10/17/03	11/24/03	54.06	JUSTICE PEACE	OFFICE SUPPLIES	54.06
						Total Displayed = 423.17
***** THOMSON-WEST						
805353209	10/31/03	11/24/03	272.35	LAW LIBRARY FUND	LAW LIBRARY	272.35
						Total Displayed = 272.35
***** THE COMPUTER MAN						
20030562	10/16/03	11/24/03	450.00	NON-DEPARTMENTAL	NETWORKING	450.00
20030598	11/09/03	11/24/03	660.00	NON-DEPARTMENTAL	NETWORKING	660.00
20030600	11/17/03	11/24/03	960.00	NON-DEPARTMENTAL	NETWORKING	960.00
						Total Displayed = 2070.00
***** TEXAS COMM ON ENVIRONMENTAL QUALI						
WTR0020982	11/19/03	11/24/03	10.00	NON-DEPARTMENTAL	TNRCC	10.00
						Total Displayed = 10.00
***** TOCAA NOW TRUST ACCOUNT						
13379	11/10/03	11/24/03	294.00	COUNTY ATTORNEY	OFFICE SUPPLIES	294.00
						Total Displayed = 294.00
***** TYLER UNIFORM						
8612	11/11/03	11/24/03	419.40	SHERIFF & JAIL	EQUIPMENT	419.40
						Total Displayed = 419.40

Invoice	INV-Date	DUE-Date	INV \$	Department	Line Item	PAY \$
***** THE WELDING STORE						
10023791	10/02/03	11/24/03	27.02	UNIT ROAD & BRIDGE	TOOLS & SUPPLIES	27.02
						Total Displayed = 27.02
***** TXU GAS						
LIBRARY	11/06/03	11/24/03	12.82	PUBLIC LIBRARY	UTILITIES	12.82
						Total Displayed = 12.82
***** VERIZON						
473-3008	10/19/03	11/24/03	43.99	SHERIFF & JAIL	TELEPHONE	43.99
473-3181	10/19/03	11/24/03	501.23	SHERIFF & JAIL	TELEPHONE	501.23
DPS	11/04/03	11/24/03	41.07	NON-DEPARTMENTAL	TELEPHONES-ANNEX	41.07
PLO-0014	11/10/03	11/24/03	1.56	NON-DEPARTMENTAL	TELEPHONES-ANNEX	1.56
LIBRARY	11/07/03	11/24/03	30.38	PUBLIC LIBRARY	TELEPHONE	30.38
P&WL	11/13/03	11/24/03	44.66	NON-DEPARTMENTAL	TELEPHONES-ANNEX	44.66
						Total Displayed = 662.89
***** VISION BENEFITS OF AMERICA						
HEALTH INS	11/14/03	11/14/03	265.55	NON-DEPARTMENTAL	HEALTH INSURANCE	193.55
				UNIT ROAD & BRIDGE	HEALTH INSURANCE	3.95
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	40.25
				GENERAL FUND	PAYROLL INSURANCE PAYABLE	27.80
						Total Displayed = 265.55
***** VIRGIL MCENTURFF						
REIMBCELL	11/24/03	11/24/03	42.50	NON-DEPARTMENTAL	CELL PHONES	42.50
						Total Displayed = 42.50
***** WILLIAM H MCDONNELL, ATTY						
3538-A	11/20/03	11/24/03	200.00	8TH DISTRICT COURT	DIST TRIAL EXPENSE	200.00
						Total Displayed = 200.00
***** WAL MART BUSINESS						
0009	10/22/03	11/24/03	65.18	UNIT ROAD & BRIDGE	OFFICE SUPPLIES	65.18
8849	11/05/03	11/24/03	58.97	UNIT ROAD & BRIDGE	OFFICE SUPPLIES	58.97
						Total Displayed = 124.15
***** WILLIAMS OIL CO						
48525	11/19/03	11/24/03	1173.54	SHERIFF & JAIL	FUEL & OIL	1173.54
						Total Displayed = 1173.54
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Grand Total of Displayed \$			32885.60			

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FUND	DESCRIPTION	TOTAL
002	GENERAL FUND	27666.85
010	UNIT ROAD & BRIDGE	2882.28
034	PUBLIC LIBRARY	43.20
035	LIBRARY CAPITAL	2000.00
038	LAW LIBRARY FUND	293.35

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TOTAL ALL FUNDS: 32885.68



# COUNTY OF RAINS

VOL. 039 PAGE 0831

100 Quitman Street  
P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555  
Fax: (903) 473-4298  
Email: rains.co.judge@globeco.net



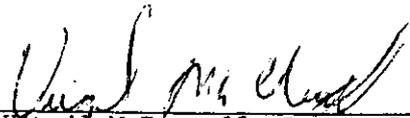
November 24, 2003  
Expense Report Date

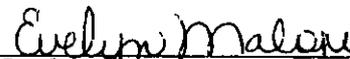
SUBJECT: Payment of County Invoices/Warrants

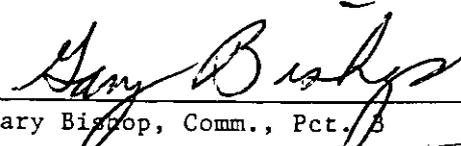
All bills (invoices/warrants) have been reviewed and are approved with the exception of the following:

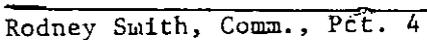
<u>INVOICE/WARRANT</u>	<u>INITIALS</u>

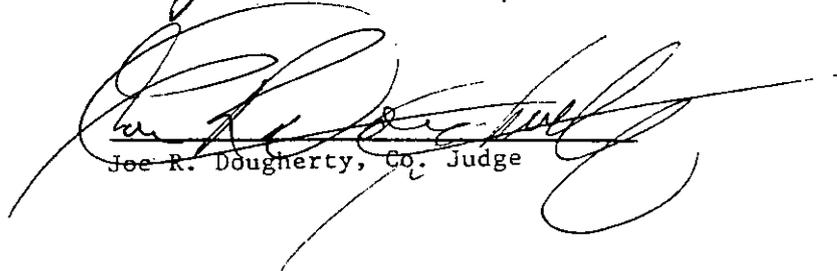
Signed this 24th of November 2003

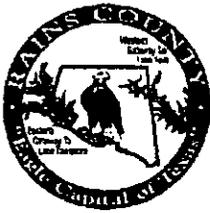
  
Virgil McEnturff, Comm., Pct. 1

  
Evelyn Malone, Comm., Pct. 2

  
Gary Bishop, Comm., Pct. 3

  
Rodney Smith, Comm., Pct. 4

  
Joe R. Dougherty, Co. Judge



**COUNTY OF RAINS**

117 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



**Re: Housing of Inmates:**

This agreement is between Van Zandt County and Rains County for the temporary housing of Van Zandt County Inmates in the Rains County Jail Facility. The contractual terms are mutually agreed as follows.

**I. Duration, Termination and Revisions**

This agreement shall be in effect from October 14, 2003 through an indefinite time period. This agreement can be terminated upon 30 (thirty) days written notice by either party or amended upon written agreement.

**II. Administrators Agreement**

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

**Van Zandt County**  
Sheriff R.P. Burnett Jr.  
1220 W. Dallas St  
Canton, TX 75103  
Phone: 903-567-4333  
Fax: 903-567-5117

**Judge Jeff Fisher**  
121 E. Dallas St., Room 201  
Canton, TX 75103  
Phone: 903-567-4071  
Fax: 903-567-1082

**Rains County**  
Sheriff Richard Wilson  
P.O. Box 398  
Emory, TX 75440  
Phone: 903-473-3181  
Fax: 903-473-3108

**Judge Joe R. Dougherty**  
P.O. Box 158  
Emory, TX 75440  
Phone: 903-473-2555  
Fax: 903-473-4298

- a. The Van Zandt County Sheriffs Department shall have the right to inspect the Rains County Jail at all reasonable times in order to determine that appropriate standards of care and discipline are being met.
- b. The Rains County Sheriffs Department agrees to make available to Van Zandt County up to fourteen beds.

**c. Selection**

Rains County maintains the right to reject any inmate brought to the Rains County Jail if said inmate exhibits medical or behavior problems of such a nature, as determined by the county sheriff or his duly authorized representative, as to make said inmate unacceptable.

Van Zandt County may retake any inmate at any time and replace or not replace such inmate with another.

Rains County will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be stored at the Rains County Jail or disposed of consistent with the jail rules and at the inmate's expense.

**III. Responsibility for the Custody of Offenders**

It shall be the responsibility of Rains County to confine inmates in appropriate penal surroundings, consistent with federal and state laws governing the operation of county jails. But nothing herein requires Rains County to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for inmates not confined pursuant to this agreement.

**IV. Medical Services**

Inmates from Van Zandt County shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health to comply with federal and state laws.

Van Zandt County will be responsible in full for all medical expenses emergency or non-emergency.

If an inmate's medical problem requires extended hospitalization, Van Zandt County will retake custody of the inmate immediately.

**V. Escape**

In case any such inmate shall escape from the Rains County Jail, the county sheriff will use all means to recapture the inmate. The escape shall be reported immediately to the Van Zandt County Sheriff's Department. Rains County shall have the primary responsibility of recapturing the inmate. Van Zandt County shall be responsible for all cost in connection with recapturing the inmate.

**VI. Cost and Reimbursement**

In addition to cost and reimbursements required by other provisions of this agreement Van Zandt County shall pay Rains County \$40.00 (Forty-dollars) per day per inmate for the custody of Van Zandt County inmates. Van Zandt County will remit payment to Rains County in a reasonable time period not to exceed 30 (thirty) days after billing.

Van Zandt County shall be responsible for any and all damage or destruction created by Van Zandt County inmates to the Rains County Jail.

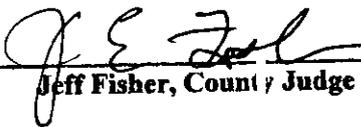
Rains County and Van Zandt County agree that no clause, term or condition of this agreement shall be construed or supersede the lawful powers or duties of either party.

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between parties relating to the subject matter thereof.

In witness thereof, the undersigned duly authorized officers subscribe their names on behalf of the counties.

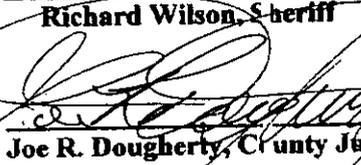
Van Zandt County:

By:  Date: 01-14-03  
R.P. Burnett Jr., Sheriff

By:  Date: 10-30-03  
Jeff Fisher, County Judge

Rains County:

By:  Date: 12-2-03  
Richard Wilson, Sheriff

By:  Date: 11/24/03  
Joe R. Dougherty, County Judge

RESOLUTION #10-2003

State of Texas  
County of Rains  
City of East Tawakoni

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST TAWAKONI, TEXAS AND THE RAINS COUNTY COMMISSIONERS COURT ESTABLISHING THE RAINS COUNTY EMERGENCY MANAGEMENT ORGANIZATION; ALSO ESTABLISHING PROCEDURES FOR JOINT HAZARDOUS MITIGATION PLANNING AND THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR**

**WHEREAS,** the City Council, in and for the City of East Tawakoni, Texas at its regular council meeting held August 19, 2003 did pass the following Resolution. and

**WHEREAS,** the City of East Tawakoni and Rains County Commissioners Court have established similar programs of comprehensive emergency management which includes the mitigation, preparedness response and recovery phases of emergency management; and

**WHEREAS,** the City and County further finds that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

**THEREFORE, BE IT RESOLVED** that there is hereby established the Rains County Emergency Management organization which shall consist of the officers and employees of the City and of the County as designated in an interjurisdictional emergency management plan , together with such organized volunteer groups as that plan may specify; and

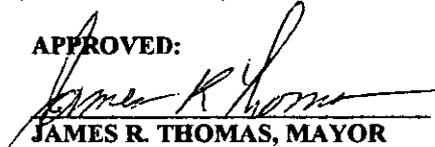
**BE IT FURTHER RESOLVED** that the Rains County Judge shall appoint an Emergency Management Coordinator to coordinate all aspects of the Rains County program of comprehensive emergency management, including the preparation and maintenance of an interjurisdictional emergency management plan for East Tawakoni and Rains County in accordance with this resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST TAWAKONI, TEXAS:**

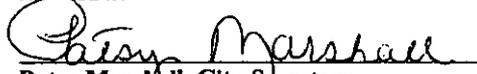
That a motion was made by Councilmember Lam Whitfield to pass Resolution #10-2003 as set forth above. The motion was seconded by Terri Grabb and was passed with 5 yeas and 0 nos.

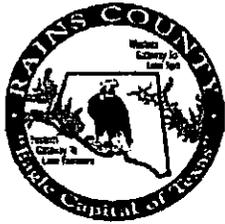
**PASSED AND APPROVED** at a meeting of the City Council of the City of East Tawakoni, Texas on the 19<sup>th</sup> day of August, 2003.

APPROVED:

  
JAMES R. THOMAS, MAYOR

ATTEST:

  
Patsy Marshall, City Secretary



## COUNTY OF RAINS

COMMISSIONERS COURT  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298

VOL. 039 PAGE 0836



November 24, 2003

Mr. Tim Mackey, Supervisor  
Field Engineering  
FEC Electric  
P.O. Box 6037  
Greenville, TX 75403

Re: Utility Permit No. 2311000052

Dear Mr. Mackey:

Rains County has no objection to the location of your electrical power distribution facilities along and across the right-of-way of County Road #1278 per FEC Electric Company permit request.

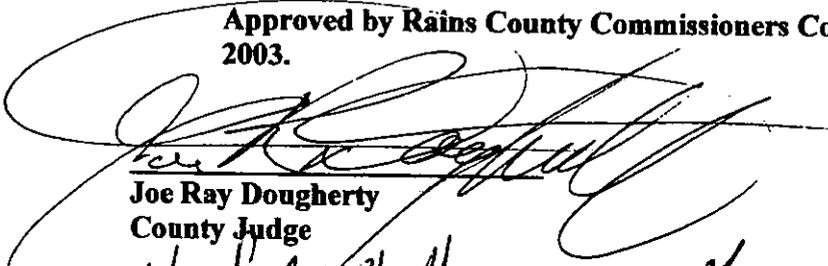
It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use with the following conditions:

1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
2. All road crossings will have a minimum vertical crossing of twenty-two (22) feet. Use single pole construction along county road.
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway:
4. Rains County, its employees, agents or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be or be suffered by any person or persons, corporation or Property by reason of the performance of any such work,

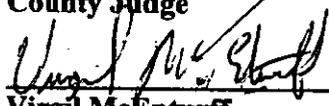
character of materials used or manner of installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

5. **FEC Electric Company (Grantee), its successors or assigns will upon notice to them of commencement of such action, defend the same at their own expense and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Rains County.**
6. **Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of FEC Electric Company (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and**
7. **The job superintendent must contact the Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work. The Administrator can be contacted at (903) 473-8783 (7:00 a.m.-3:30 p.m.)**

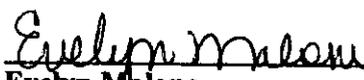
Approved by Rains County Commissioners Court this 24<sup>th</sup> day of November 2003.



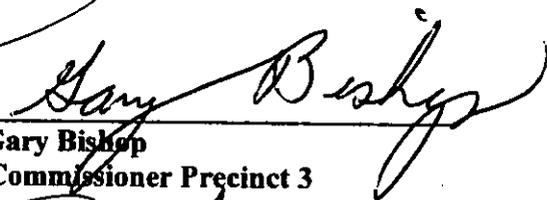
Joe Ray Dougherty  
County Judge



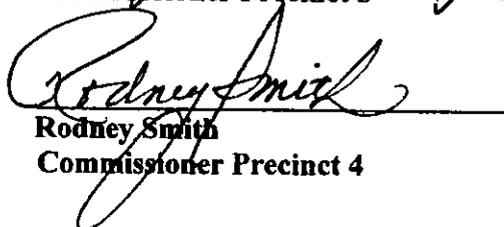
Virgil McEnturff  
Commissioner Precinct 1



Evelyn Malone  
Commissioner Precinct 2



Gary Bishop  
Commissioner Precinct 3



Rodney Smith  
Commissioner Precinct 4



RECEIVED  
NOV 17 2003  
VOL. 039 PAGE 0838

November 11, 2003

Office of County Judge  
P.O. Box 158  
Emory, TX 75440

RE: Rains County Right-of-Way Permit Request  
Service Order No.: 2311000052

Dear Sir or Madam:

FEC Electric, Inc. is requesting permission to construct electrical power distribution facilities along and across the following County Road which is located within your county:

County Road: CR 1278  
Road Composition: Oil  
Location: .02 MILES North of FM 2324

A site location map and construction sketch is enclosed. The construction sketch details the proposed work. All road crossings will have a minimum vertical clearance of twenty-two (22) feet.

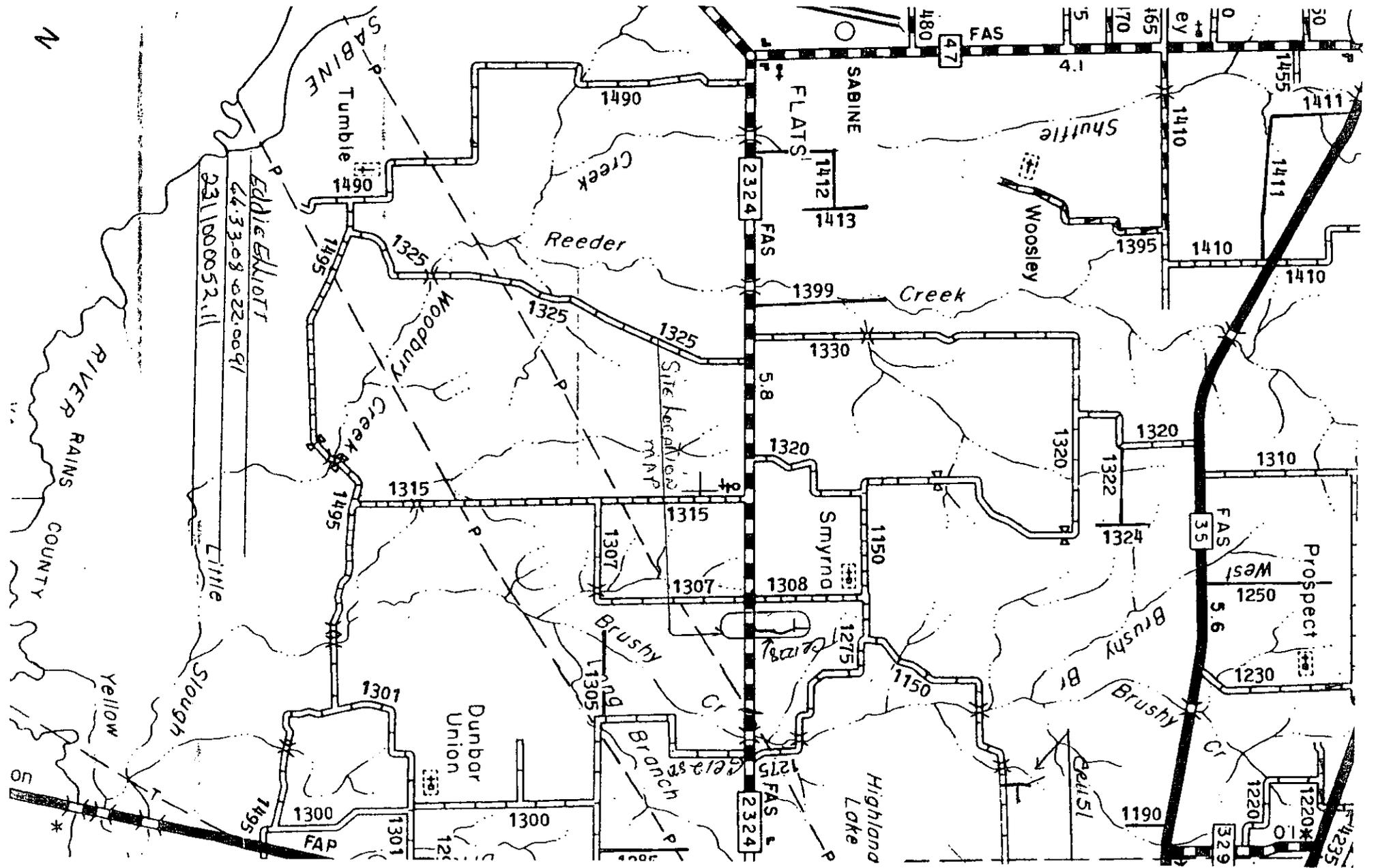
If you have any questions, please contact James Vaughn , or me at 903-455-1715 or 1-800-541-2662.

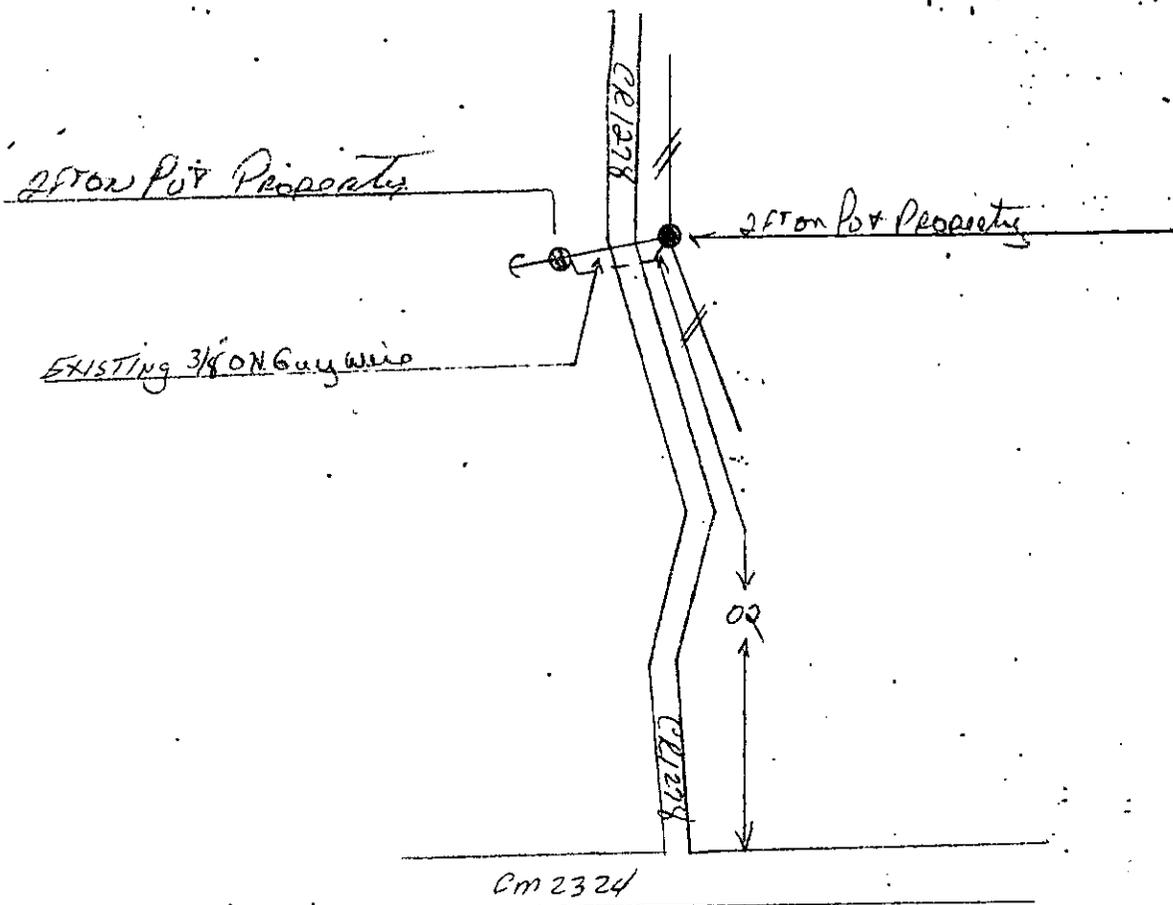
Yours truly,

A handwritten signature in cursive script that reads 'Tim Mackey'.

Tim Mackey,  
Field Engineering Supervisor

Enclosures





NOTICE OF PROPOSED ELECTRIC  
Facilities - County Permit

Indicated Existing Pole (D) 40/4 x 355

Indicates Existing Guy/Anchor 1

Indicates Existing Conductor #11/052

Indicates Proposed Pole NONE

Indicates Proposed Guy/Anchor                      Number Needed 1

Indicates Proposed Conductor 10TP x = 43 FT

Member/Consumer Name	Grid	Work Order #
Eddie Elliott	663308-022-0091	Const. 231000052
Drawn By <b>JAS. VAUGHN</b>	Date 11.5.03	Ret.

RECORDED  
NOV 15 2003

STATE OF TEXAS §

COUNTY OF RAINS §

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 24<sup>th</sup> day of November 2003, the RAINS COUNTY APPRAISAL DISTRICT (hereinafter called district) and the Rains County (hereinafter called taxing unit) enter into the following agreement.

PURPOSE

The parties to this agreement wish to contract for the collection of property taxes with the Rains County Appraisal District. The parties enter this agreement to eliminate the duplication of the existing system and to promote governmental efficiency.

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and Chapter 79, Local Government Code.

TERMS

This contract shall be effective from January 1, 2004 to January 1, 2005, provided however, that the district shall complete performance of services to be performed for the 2004 year after January 1, 2005, if the district finds extension to be necessary. To remain effective this contract must be ratified by any subsequent governing board of each taxing entity.

SERVICE TO BE PERFORMED

The district shall collect the ad valorem property taxes owing to the taxing unit. The district further agrees to perform for the taxing unit all the duties provided by the laws of the State of Texas for the collection of said taxes as described in Exhibit A attached.

The district shall perform all the functions set out in the definitions section of the contract. Specifically, the district agrees to prepare and mail tax statements for each taxpayer.

The taxing unit hereby agrees that the Chief Appraiser of the district shall perform all the duties required by law of the Tax Assessor-Collector of each taxing unit in regard to assessing and collecting ad valorem taxes.

### PAYMENT

The Rains County Appraisal District shall prepare a budget for collection and appraisal functions for 2004 and the collection portion for your jurisdiction will be for collections Fee is \$ 15,004.63 and appraisal Fee is \$113,571.82 . The cost of assessing and collecting taxes for each taxing unit shall be paid to the district in four quarterly installments. If the taxing unit fails to meet these payment deadlines, the district may withhold the remittance of taxes until payment is made. If separate tax statements are mailed for the taxing unit due to late tax rate adoption, rollback of tax rates, or any other circumstance requiring the district to incur costs above the required in the normal course of preparing and mailing tax statements and related collection activities, the taxing unit must compensate the district the amount of itemized expense incurred. This fee becomes due upon billing.

### REMITTANCE OF TAXES

The taxes collected for the taxing unit shall be remitted to the taxing unit on a daily basis during current collections. Taxes shall be remitted not less than once a week during delinquent periods.

### MISCELLANEOUS PROVISIONS

All expenses incurred by the district for the assessment and collection of taxes shall be clearly kept on the books and records of the district. The taxing unit or their designated representatives are authorized to examine the records to be kept by the district at such reasonable time and intervals as the taxing unit deem fit. Such books and records will be kept in the office of the district.

The taxing unit agrees to transfer to the possession and control of the district, without charge, copies of all records necessary for the performance of the duties and responsibilities of the district pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records available to the taxing unit.

The district shall not be liable to the taxing unit on accounts of any failure to collect taxes nor shall the Chief Appraiser be liable unless the failure to collect taxes results from some failure on his/her part to perform the duties imposed him/her by law and by this agreement.

Payment by the taxing unit for the service under this contract shall be made from current revenues available to the taxing units.

The taxing unit authorizes the district to enter into or adopt installment plans between the district and delinquent taxpayer. A schedule for payment shall be fixed by the Chief Appraiser and shall not exceed a twenty-four (24) month period.

DELINQUENT TAX SUITS

The taxing unit authorizes the district to institute such suits collection of delinquent taxes as the district deems necessary and to contract with an attorney as provided by Section 6.30 of the Property Tax Code, for collection of delinquent taxes.

DEFINITIONS

For purposes of this agreement, the terms "assessment" and "collections" shall include but not limited to the following: calculation of tax rate, publication of rates as provided by law, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, and collection of delinquent taxes.

EXECUTED at Emory, Rains Texas on this day 24<sup>th</sup> of November 2013

Rains County

Rains Co. Appraisal District

BY:

BY:

Richard Wilson  
Lodacy Smith  
Evelyn Malone  
Gary Bishop  
Jill W. ...  
C. ...

Tommy ...  
Jan R. ...  
Dan V. Sheffield  
Bobbie ...  
Jeri ...

**RAINS COUNTY APPRIASAL DISTRICT  
2004 ADOPTED BUDGET  
JANUARY 1, 2004 - DECEMBER 31, 2004**

Appraisal Budget

Allocation

Entitiy	2002 Levy	% of Levy	Budget	Allocation
Rains ISD	4,290,682.66	0.63088	366,912.00	231,476.89
Rains County	2,05,180.46	0.30953	366,912.00	113,571.82
Emergen. & Svc. Dist.	219,498.97	0.03227	366,912.00	11,841.69
City of East Tawakoni	60,106.73	0.00884	366,912.00	3,242.68
City of Emory	79,456.54	0.01168	366,912.00	4,286.58
City of Point	29,877.32	0.00439	366,912.00	1,611.84
Miller Grove ISD	16,321.05	0.00240	366,912.00	880.50
<b>Total</b>	<b>6,801,123.73</b>	<b>1.00</b>		<b>366,912.00</b>

Collection Budget  
Allocation

Entitiy	Parcel Count	Collection budget 47,269 divided by Number of parcels 44,025 equal 1.0736	
City of Point	502	1.07360	538.95
City of Emory	845	1.07360	907.19
City of East Tawakoni	1,278	1.07360	1,372.06
Miller Grove ISD	56	1.07360	60.12
Emerg. Fire Dist	13,976	1.07360	15,004.63
Rains ISD	13,392	1.07360	14,377.65
Rains County	13,976	1.07360	15,004.63
	<u>44,025</u>	<u>1.07360</u>	<u>47,265.24</u>

**RAINS COUNTY COMMISSIONERS' COURT**

**Notice of Open Meeting, Special Session  
Rains County Courthouse Annex, Emory, Texas  
December 8, 2003, 9:00a.m.**

**OPEN FORUM**  
By Written Request  
(Forms in back of Courtroom)

**ACTIONABLE AGENDA**  
Discuss and take necessary action on the following items:

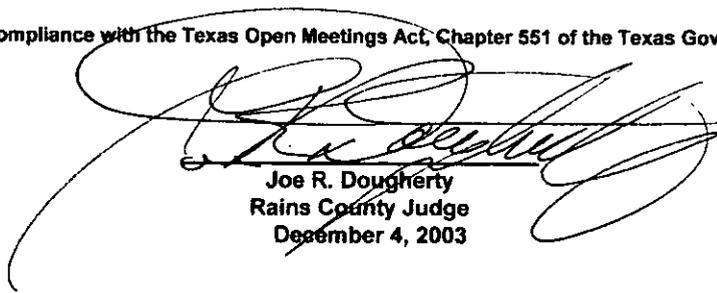
**SECTION I.  
DEPARTMENT REPORTS**

- 1A  
1. 201 Personnel Policy & Procedure Workshop (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
December 4, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**DECEMBER 8, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS SPECIAL SESSION IN THE RAINS COUNTY COURTHOUSE, ON FRIDAY, THE 8TH DAY OF DECEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COMMISSIONER EVELYN MALONE  
COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON FRIDAY, DECEMBER 8, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:00 A.M. ON MONDAY, THE 8TH DAY OF DECEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE DOUGHERTY.

THERE WAS A QUORUM

1. Tape 1A 010 THE MATTER OF *PERSONNEL POLICY & PROCEDURE WORKSHOP* CAME TO THE ATTENTION OF THE COURT.

AT 9:50 A.M., A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER EVELYN MALONE TO TAKE A 10 MINUTE RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 11:00 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

AT 12:03 P.M., A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO BREAK FOR LUNCH UNTIL 1:30 P.M.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 1:30 P.M. WITH ALL MEMBERS OF THE COURT PRESENT.

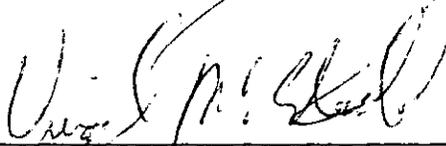
A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ADJOURN.

ALL MEMBERS OF THE COMMISSIONERS' COURT VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 3:00 P.M., JUDGE JOE RAY DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 8th DAY OF January, 2004.

**RAINS COUNTY COMMISSIONERS' COURT**

**Notice of Open Meeting, Regular Session**  
**Rains County Courthouse Annex, Emory, Texas**  
**December 11, 2003, 9:00a.m.**

VOL. 039 PAGE 0849

**OPEN FORUM**  
By Written Request  
(Forms in back of Courtroom)

**ACTIONABLE AGENDA**

Discuss and take necessary action on the following items:

**SECTION I.**  
**DEPARTMENT REPORTS**

1. \_\_\_ Road & Bridge Department
  - \_\_\_ a.) Status of roads & bridges for Rains County (Jones)
  - \_\_\_ b.) Security for equipment & facilities (McEnturff)
  - \_\_\_ c.) Purchase of a fuel tank, pumps and containment dikes (Malone)
  - \_\_\_ d.) Purchase of used backhoe (Court)
  - \_\_\_ e.) Current & future roadwork (Bishop)
2. \_\_\_ Litter Abatement & On Site Sewage Facility Reports (Roland)

**SECTION II.**  
**FINANCIAL REPORTS & MINUTES**

1. \_\_\_ Payment of accounts
2. \_\_\_ Treasurer's Monthly/Quarterly Reports (Northcutt)
3. \_\_\_ Minutes of previous Commissioners Court meetings

**SECTION III.**  
**ADMINISTRATIVE COURT ACTIVITIES**

**JUDGE JOE R. DOUGHERTY-COUNTY JUDGE**

1. \_\_\_ County Wide Emergency Management Plan
2. \_\_\_ Subdivision Regulations
3. \_\_\_ Road and Bridge Workshop

**COMMISSIONER VIRGIL MCENTURFF-PCT. 1**

3. \_\_\_ Scoring of roads to be hard surfaced

**COMMISSIONER EVELYN MALONE-PCT. 2**

4. \_\_\_ Personnel Policy and Procedures (County Wide)

**COMMISSIONER GARY BISHOP-PCT. 3**

5. \_\_\_ Safety Reports
6. \_\_\_ Courthouse Renovation

(Section 3 Continued)

7. \_\_\_ Facilities Maintenance

a.) \_\_\_ Courthouse security

COMMISSIONER RODNEY SMITH-PCT. 4

8. \_\_\_ LAN Implementation

9. \_\_\_ County Computer Networking System

a.) \_\_\_ Hardware & Software

1.) \_\_\_ Purchase & installation of hardware & software for network

10. \_\_\_ County Website Update & Expansion

**SECTION IV.  
GENERAL COURT ITEMS**

1. \_\_\_ Rural Transportation in Rains County presented by Roxanne McKinley-ETCOG (Malone)

2. \_\_\_ Bonding/securities for selected county depository bid (Malone)

3. \_\_\_ Hockley County Land (McEnturff)

4. \_\_\_ Resolution supporting an amendment protecting taxpayers by prohibiting state mandates that require local property tax increases (Judge)

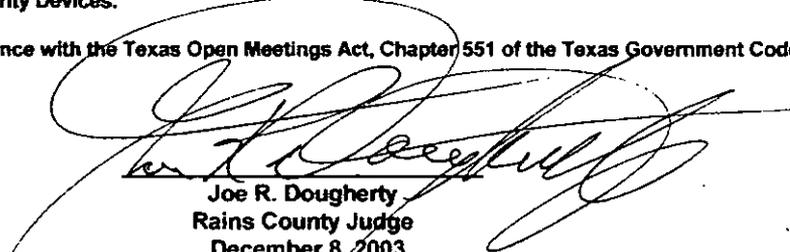
5. \_\_\_ Request to Texas Department of Public Safety for Drivers License Office to be open 2 days per week (Court)

6. \_\_\_ Request by FEC Electric, Inc. to construct electrical distribution facilities along and across CR 3418 (Court)

**EXECUTIVE SESSION**

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government Code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections 551.071-Consult With An Attorney; 551.072-Real Property; 551.073-Prospective Gifts; 551.074-Personnel Matters; 551.075-Conference With Employees; 551.076-Security Devices.

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.



Joe R. Dougherty  
Rains County Judge  
December 8, 2003

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

**DECEMBER 11, 2003**

BE IT REMEMBERED, THE COMMISSIONERS' COURT OF RAINS COUNTY, TEXAS, BEING CONVENED IN ITS REGULAR SESSION IN THE RAINS COUNTY COURTHOUSE ANNEX, ON THURSDAY, THE 11<sup>TH</sup> DAY OF DECEMBER, 2003, AT 9:00 A.M. WITH THE FOLLOWING MEMBERS OF THE COURT BEING PRESENT:

***COUNTY JUDGE JOE RAY DOUGHERTY  
COUNTY COMMISSIONER VIRGIL MCENTURFF  
COUNTY COMMISSIONER EVELYN MALONE  
COUNTY COMMISSIONER GARY BISHOP  
COUNTY COMMISSIONER RODNEY SMITH***

TAPED PROCEEDINGS OF COURT DULY TRANSCRIBED BY:

***LINDA WALLACE  
COUNTY CLERK/COURT EX-OFFICIO***

THE AGENDA WAS PREPARED BY THE JUDGE'S OFFICE ANNOUNCING A MEETING TO BE HELD BY THE COMMISSIONERS AT 9:00 A.M. ON THURSDAY, DECEMBER 11, 2003.

THE POSTED MEETING OF THE COMMISSIONER'S COURT WAS HELD AT 9:08 A.M. ON THURSDAY, THE 11<sup>TH</sup> DAY OF DECEMBER, 2003.

THE MEETING WAS CALLED TO ORDER BY JUDGE JOE RAY DOUGHERTY.

THERE WAS A QUORUM.

THE MATTER OF OPEN FORUM CAME TO THE ATTENTION OF THE COURT.

THE MATTER OF *REVIEWING RAINS COUNTY DEPARTMENTAL REPORTS* CAME TO THE ATTENTION OF THE COURT.

I. 1.a. Tape 1A 018 STATUS OF ROADS & BRIDGES FOR RAINS COUNTY: AVIS JONES, ROADS & BRIDGE ADMINISTRATOR, PREVIOUSLY SUBMITTED WRITTEN REPORT<sup>1</sup>.

I. 1.b. Tape 1A 204 THE MATTER OF *SECURITY FOR EQUIPMENT & FACILITIES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 1.c. Tape 1A 207 THE MATTER OF *PURCHASE OF A FUEL TANK, PUMPS AND CONTAINMENT DIKES* CAME TO THE ATTENTION OF THE COURT.

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<sup>1</sup>COMPLETED WORK FOR 11/20/2003 THROUGH 12/04/2003, AVIS JONES AND SAFETY MEETING ATTENDANCE SHEET DATED 11/26/03

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO APPROVE<sup>2</sup> THE PURCHASE OF FLOW METERS FOR ROAD & BRIDGE DEPARTMENT WITH THE COSTS TO BE PAID FROM ROAD & BRIDGE BUDGET AND 1 FLOW METER FROM BUILDING MAINTENANCE BUDGET.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

I. 2. Tape 1A 369 LITTER ABATEMENT & ON SITE SEWAGE FACILITY REPORTS: LEE ROLAND, LITTER ABATEMENT AND ON SITE SEWAGE FACILITY, SUBMITTED ORAL AND WRITTEN REPORT<sup>3</sup>.

II. 1. Tape 1A 403 THE MATTER OF *PAYMENT OF ACCOUNTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER EVELYN MALONE, DULY SECONDED BY COMMISSIONER GARY BISHOP TO AUTHORIZE PAYMENT OF ACCOUNTS<sup>4</sup> EXCEPT FOR WARRANT #85 IN THE SUM OF \$2,451.40.

COURT MEMBERS VOTING AYE: EVELYN MALONE, JOE RAY DOUGHERTY, GARY BISHOP AND RODNEY SMITH.

COURT MEMBERS VOTING NO: NONE

COURT MEMBERS ABSTAINING: VIRGIL MCENTURFF ON WARRANT #10 ONLY  
MOTION CARRIED.

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<sup>2</sup>COST OF FLOW METERS AND CONTAINMENT DIKES

<sup>3</sup>ENVIRONMENTAL ENFORCEMENT REPORT DATED 12/11/03

<sup>4</sup>TRANSACTIONS DATED 12/10/03

II. 4. Tape 1A 450 THE MATTER OF *TREASURER'S MONTHLY/QUARTERLY REPORTS* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER GARY BISHOP TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

AT 10:00 A.M., A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TAKE A RECESS.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

THE COURT RECONVENED IN OPEN COURT AT 10:15 A.M. WITH ALL MEMBERS OF THE COURT PRESENT.

IV. 2. Tape 1B 122 THE MATTER OF *BONDING/SECURITIES FOR SELECTED COUNTY DEPOSITORY BID* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO TABLE THIS AGENDA ITEM.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

IV. 3. Tape 1B 165 THE MATTER OF *HOCKLEY COUNTY LAND* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO ACCEPT THE AGREEMENT<sup>5</sup> WITH MR.

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<sup>5</sup>LETTER DATED 11/24/03 FROM STEVE & CINDY NEWSOM

NEWSOM PER THE CONTRACT COUNTY ATTORNEY PREPARES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 4. Tape1B 197 THE MATTER OF *RESOLUTION SUPPORTING AN AMENDMENT  
PROTECTING TAXPAYERS BY PROHIBITING STATE MANDATES THAT REQUIRE LOCAL  
PROPERTY TAX INCREASES* CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER RODNEY SMITH, DULY SECONDED  
BY COMMISSIONER EVELYN MALONE TO APPROVE THE RESOLUTION SUPPORTING  
AN AMENDMENT PROTECTING TAXPAYERS BY PROHIBITING STATE MANDATES  
THAT REQUIRE LOCAL PROPERTY TAX INCREASES<sup>6</sup>.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY,  
MOTION CARRIED UNANIMOUSLY.

IV. 5. Tape1B 234 THE MATTER OF *REQUEST TO TEXAS DEPARTMENT OF PUBLIC  
SAFETY FOR DRIVERS LICENSE OFFICE TO BE OPEN 2 DAYS PER WEEK* CAME TO THE  
ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY  
SECONDED BY COMMISSIONER RODNEY SMITH TO DRAFT A LETTER<sup>7</sup> OF REQUEST  
FOR DPS TO SGT. ANDERSON, DAN FLYNN AND BOB DUELL TO KEEP THE DRIVERS  
LICENSE OFFICE OPEN AND A SEPARATE LETTER TO DAN FLYNN AND BOB DUELL  
REGARDING THE JOHNSON UNIT INMATES.

ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY.

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<sup>6</sup>RESOLUTION SIGNED 12/11/03

<sup>7</sup>LETTER TO SERGEANT STEVE ANDERSON

MOTION CARRIED UNANIMOUSLY.

IV. 6. Tape 1B 295 THE MATTER OF REQUEST BY FEC ELECTRIC, INC. TO CONSTRUCT ELECTRICAL POWER DISTRIBUTION FACILITIES ALONG & ACROSS CR 3418 CAME TO THE ATTENTION OF THE COURT.

A MOTION BEING MADE BY COMMISSIONER GARY BISHOP, DULY SECONDED BY COMMISSIONER VIRGIL MCENTURFF TO APPROVE THE REQUEST BY FEC ELECTRIC<sup>8</sup>.

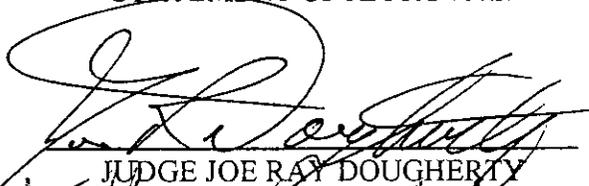
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

A MOTION BEING MADE BY COMMISSIONER VIRGIL MCENTURFF, DULY SECONDED BY COMMISSIONER RODNEY SMITH TO ADJOURN.

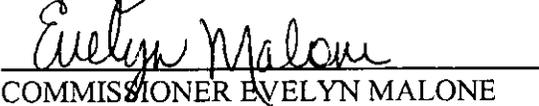
ALL COMMISSIONERS VOTING AYE AND THERE BEING NO VOTES NAY, MOTION CARRIED UNANIMOUSLY.

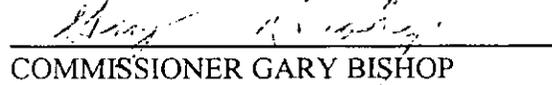
WITH NO FURTHER BUSINESS TO BE CONSIDERED BY THE COURT AT 1100 A.M., JUDGE DOUGHERTY DECLARED COMMISSIONERS' COURT ADJOURNED.

STATEMENT OF APPROVAL:

  
JUDGE JOE RAY DOUGHERTY

  
COMMISSIONER VIRGIL MCENTURFF

  
COMMISSIONER EVELYN MALONE

  
COMMISSIONER GARY BISHOP

\_\_\_\_\_  
COMMISSIONER RODNEY SMITH

<sup>8</sup>FEC PERMIT REQUEST DATED 12/01/03 & LETTER OF APPROVAL DATED 12/11/03

ATTEST:

  
LINDA WALLACE, COUNTY CLERK AND  
EX-OFFICIO OF COMMISSIONERS' COURT

MINUTES APPROVED THIS 8<sup>th</sup> DAY OF January, 2004



# COUNTY OF RAINS

ROAD & BRIDGE ADMINISTRATION  
1293 S. State Highway 19  
P.O. Box 158  
Emory, Texas 75440



**AVIS JONES, ADMINISTRATOR**

Tel: (903) 473-8783  
Fax: (903) 473-9543  
email: rains.co.roads@verizons.net

## Work Completed 11-20-03 Through 12-04-03

11-20-03 (Thursday) Bladed CRs 1307, 1320, 1490, 1491 and 2355. Brush axed CRs 1495, 3150 and 3210. Worked at the courthouse assisting Commissioner Bishop. Checked CRs 1301, 2355, 1495, 3150, 3485 and 4480. Brush axed CRs 1495, 3150 and 3210.

11-21-03 (Friday) Installed culvert for property owner on CR 1495 using 1.5 loads rock. Repaired large hole in CR 3485, using 3 loads rock. Ditch work on CRs 1440, 1462 and 1475. Brush axed CRs 3060, 3150 and 3220. Worked at the Courthouse with Commissioner Bishop.

11-24-03 (Monday) Serviced equipment at Pct. 1 yard. Checked CRs 1307, 1399, 1412, 1495, 3150, 3160 and 4330. Brush axed CRs 3060 and 3160. Helped to install Christmas decorations at the Courthouse.

11-25-03 (Tuesday) Bladed CRs 1402, 1403, 1404, 1503, 1610 and 1615. Brush axed CRs 3150, 3160 and 3232. Installed culvert for property owner on CR 4254 using 1.5 loads rock. Checked CRs 2470, 3155 and 3232. Serviced equipment at Pct. 1 yard.

11-26-03 (Wednesday) Checked CRs 2110, 2240, 2520, 3232 and 4500. Bladed CRs 2110, 2240, 2520, 2610, 4480, 4500, 4525 and 4530. Brush axed CRs 3151, 3232 and 3235.

11-27-03 (Thursday) Holiday

11-28-03 (Friday) Holiday

12-01-03 (Monday) Removed old broken concrete culvert on CR 3150 for property owner and replaced with 1 load rock. Checked CR 2240 and 2350. Equipment service work on brush axe before continuing work on CR 2350. Ditch work on CR 2240. Took equipment in for repairs.

Page 2

**Work Completed 11-20-03 Through 12-04-03**

12-02-03 (Tuesday) Checked CRs 1150, 1275, 2400, 2420, 2570, 2572 and 4516. Repaired guard rail on CR 2420. Blading work on CRs 2250, 4460, 4470 and 4480. Ditch work on CR 4200. Brush axed CRs 2350, 2355, 2470 and 2510.

12-03-03 (Wednesday) Bridge repair work on CR 2420. Checked CRs 1450, 2240, 2250, 2355, 2420 and 3230. Bladed CRs 1150, 1460, 2370 and 3230. Ditch work on CRs 1450 and 2240. Brush axed CRs 1460, 2355 and 2470.

12-04-03 (Thursday) Checked CRs 1402, 2420, 2572 and 3485. Bladed CRs 1410, 2425, 3485 and 4516. Ditch work on CRs 4240 and 2210. Patching on CRs 4515 and 4516 using 10 loads rock. Vegetation control and brush axing continued on CR 2470.

**In The Next Two Weeks**

During the next two weeks the Rains County Road and Bridge crew will be doing brush axing, ditch work, blading and patching on the roads throughout the county. A new deck will be installed on bridge of County Road 1402.

Remember if you need us call 903-473-8783, fax 903-473-9543 or email us at [rains.co.roads@verizon.net](mailto:rains.co.roads@verizon.net).

Safety Meeting - 11-26-03

Meeting regarding equipment being properly secured  
while being hauled.

1. Junior Bullard
2. Tommy Fug
3. Ronnie Bullard
4. Mark Anthony
5. Eddie Burns
6. Larry L. Phelps
7. Kenneth Francis

Oliver Hayes Jones Jr.

Mrs. MALONE

I Can Sell THE County 1000 gal Skin Tank WITH A Steel Containment Dike For \$2900<sup>00</sup> THIS INCLUDES Pump & Meter. AND Delivery.

500 gal Tank AND Containment Dike For \$2500<sup>00</sup> THIS INCLUDES Pump & Meter AND Delivery.

These ARE BOTH UL Listed Tanks

Thank You

Jerry Jenkins

Per Jerry Jenkins - Duko Oil has several 1" size flow meters in stock. Cost of meters would be \$99<sup>00</sup> each.

Em



# TANK & EQUIPMENT CO.

P. O. Box 2014 Tyler, TX 75710-2014  
Toll Free: 1-800-TANK-ONE  
Phone: 903-597-5541 Fax: 903-595-6804  
E-Mail: tankone@gower.net

September 23, 2003

**Mr. Virgil McEnturff**  
**Rains County**  
P.O. Box 158  
Emory, Texas 75440

**SUBJECT: (3) 1000 Gallon Horizontal UL142 Skid Tank w/Dike & Pump**

Dear Mr. McEnturff,

We are pleased to quote on the subject tanks as follows:

(3) 1000 gallon horizontal UL142 skid tank 48" diameter X 11'-2" long made from 10 gage A36 mild steel. Heads are flat & flanged. Tank is mounted on (2) fabricated 12 gage skid rails that run the full length of tank. Skid has angle iron crossmembers.

**Tank fittings are as follow:**

- 1 - 4" threaded pipe nipple on top (emergency vent)
- 4 - 2" threaded weld flanges on top (fill, pump suction, normal vent, & spare)
- 1 - UL142 label on front end head

**The following accessories are installed:**

- 1 - 4" Morrison #244 emergency vent
- 1 - 2" Morrison #354 normal vent w/nipple
- 1 - 2" Morrison #179 fillcap
- 1 - 2" pipe plug in spare opening
- 1 - Tuthill FR701, 115VAC pump w/meter, 3/4" X 12' hose , & automatic nozzle
- 1 - 1" X 45" Sch. 40 steel suction pipe
- 1 - Goldenrod #595 fuel filter & fittings

Tank interior is bare steel. Exterior is primed red oxide and painted white enamel.

**PRICE OF TANK F.O.B. OUR PLANT IN TYLER, TEXAS.....\$1,900.00 EACH**

\*\*\*\*\*

We are pleased to quote on the subject containment dike as follows:

(3) 1100+ gallon steel containment dike 2'-6" deep X 5'-0" wide X 12'-0" long made of 10 gage mild steel. The top edge is reinforced all around with angle iron and a 1" drain opening with pipe plug is located near one corner at the bottom. Lift lugs are included. Dike is mounted on channel supports. Interior & exterior are primed with red oxide and painted white enamel.

**PRICE OF DIKE F.O.B. OUR PLANT IN TYLER, TEXAS.....\$1,000.00 EACH**

ASME Code Qualified  
*Quality fabricators of Food, Chemical, Petroleum & Water Tank Systems in carbon steel, stainless steel & aluminum*



**OPTION #1:** Add for sloped rain shields added to tank sides & ends.....\$500.00 PER UNIT

*Prices do not include any applicable taxes.*

**TERMS:** Net 10 days

**DELIVERY:** 2-3 weeks

**CONDITIONS:** The foregoing price is based on your acceptance within 30 days after receipt of quote. Smith Tank & Equipment Company shall not be held liable for failure to meet quoted delivery if our failure is due to an act of God, fire, strike, floods, government, or any cause beyond our control, provided we give written notice of such cause to you immediately upon the happening of such cause, and request definite extension of the contract.

**WARRANTY:** One (1) year limited warranty on materials and workmanship provided by Smith Tank. Warranty on products furnished by others is as warranted by the manufacturer. Smith Tank assumes no liability for any consequential or contingent damages of any kind arising from any defects in material or in workmanship. Smith Tank shall have no obligation under the warranty unless notified in writing within seven (7) days from the date defect is discovered.

Thank you for the opportunity of quoting on your tank requirements.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan Honeycutt", is written over a horizontal line.

Alan Honeycutt

## Environmental Enforcement Report

12 - 11 , 2003

Date	Action	Value Y/T/D
	Litter	
	Community Service 11/29 4 X 5.50 Fines YTD	88.00
	Prisoners	88.00
	Trash Drop off 11/29 \$141.00	209.00
		Total Y/T/D \$385.00
	OSSF month to date:	
3 systems		OSSF Y/T/D \$825.00

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Brk	Check	Ck-Date	Inv/C/m Number	Department	Line-Item
[32ACS ] 32ND ANNUAL CLERKS' SEMINAR													
1	12/11/2003	12/11/2003	110.00	E	N	N	002-5-1060-0370	02	00/00/0000		WALLACE	COUNTY COURT/CLERK	SEMINAR EXPENSE
2	12/11/2003	12/11/2003	110.00	E	N	N	002-5-1065-0370	02	00/00/0000		TRAYLOR	DISTRICT CLERK	SEMINAR EXPENSE
			220.00=Total Trans					.00=Total Paid			220.00=Total Owed		
[A&RR ] A & R COLLISION CENTER													
16	11/13/2003	12/11/2003	304.73	E	N	N	010-5-0000-0286	02	00/00/0000	XX		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
			304.73=Total Trans					.00=Total Paid			304.73=Total Owed		
[ABG ] ACHEY BREAKY GLASS													
2056	12/02/2003	12/11/2003	165.00	N	N	N	002-5-1110-0287	02	00/00/0000	6-83		SHERIFF & JAIL	VEHICLE REPAIR & MAINT.
			165.00=Total Trans					.00=Total Paid			165.00=Total Owed		
[AC ] ANDREWS CENTER													
155	12/11/2003	12/11/2003	420.83	E	N	N	002-5-1113-0340	02	00/00/0000	MHMR		HEALTH & WELFARE	MHMR SERVICES
			420.83=Total Trans					.00=Total Paid			420.83=Total Owed		
[AFL ] AFLAC													
4	11/25/2003	11/25/2003	804.32	X	P	N	002-2-0000-0225	02	17589	11/25/2003	INSURANCE		PAYROLL INSURANCE PAYABL
			804.32=Total Trans					804.32=Total Paid			.00=Total Owed		
[AGCU ] ALBA-GOLDEN CREDIT UNION													
247	12/05/2003	12/05/2003	715.00	E	N	N	002-2-0000-0229	02	00/00/0000	XX			CREDIT UNION
			715.00=Total Trans					.00=Total Paid			715.00=Total Owed		
[ASS ] AMERICAN SPECIALTY SUPPLY													
2047	11/28/2003	12/11/2003	40.91	N	N	N	010-5-0000-0475	02	00/00/0000		823168	EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
			40.91=Total Trans					.00=Total Paid			40.91=Total Owed		
[BBS ] BUDGET BUSINESS SYSTEMS													
2101	12/01/2003	12/11/2003	169.00	N	N	N	002-5-1110-0350	02	00/00/0000		2166	SHERIFF & JAIL	OFFICE SUPPLIES
			169.00=Total Trans					.00=Total Paid			169.00=Total Owed		
[BE ] BERNAN													
11	11/18/2003	12/11/2003	58.00	E	N	N	034-5-0000-0515	34	00/00/0000		110218721	EXP - PUBLIC LIBRARY	LIBRARY MATERIAL
			58.00=Total Trans					.00=Total Paid			58.00=Total Owed		
[BSSWC ] BRIGHT STAR-SALEM WATER CORP													
149	11/20/2003	12/11/2003	14.00	E	N	N	010-5-0000-0383	02	00/00/0000		PCT 2	EXP - UNIT ROAD & BR	WATER
			14.00=Total Trans					.00=Total Paid			14.00=Total Owed		
[C ] CERTIFIED													
2035	11/20/2003	12/11/2003	304.29	N	N	N	002-5-1110-0285	02	00/00/0000		834374	SHERIFF & JAIL	BLDG. REPAIR & MAINT.
2035	11/20/2003	12/11/2003	.00	N	N	N	002-5-1110-0285	02	00/00/0000		834374	SHERIFF & JAIL	BLDG. REPAIR & MAINT.
			304.29=Total Trans					.00=Total Paid			304.29=Total Owed		

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Brk	check	ck-Date	Inv/Clm Number	Department	Line-Item
[C&MBS ] C & M BLDG SUPPLY													
2048	11/05/2003	12/11/2003	33.18	N	N	N	002-5-1006-0285	02	00/00/000		134102	MAINTENANCE	BLDG. MAINT
2049	11/07/2003	12/11/2003	96.91	N	N	N	002-5-1006-0285	02	00/00/000		134146	MAINTENANCE	BLDG. MAINT
2050	11/07/2003	12/11/2003	6.87	N	N	N	002-5-1006-0285	02	00/00/000		134156	MAINTENANCE	BLDG. MAINT
2051	11/21/2003	12/11/2003	21.66	N	N	N	002-5-1006-0285	02	00/00/000		134541	MAINTENANCE	BLDG. MAINT
2052	11/25/2003	12/11/2003	25.74	N	N	N	002-5-1006-0285	02	00/00/000		134629	MAINTENANCE	BLDG. MAINT
			184.36=Total Trans					.00=Total Paid			184.36=Total Owed		
[CD ] CHEM-DOT													
97	11/25/2003	12/11/2003	504.77	E	N	N	002-5-1006-0288	02	00/00/0000	4070		MAINTENANCE	CUSTODIAL SUPPLIES
			504.77=Total Trans					.00=Total Paid			504.77=Total Owed		
[CEON ] CELLULAR ONE													
2009	11/22/2003	12/11/2003	31.76	N	N	N	010-5-0000-0365	02	00/00/000	474-3306		EXP - UNIT ROAD & BR	TELEPHONE
2010	11/22/2003	12/11/2003	35.00	N	N	N	010-5-0000-0365	02	00/00/000	474-3193		EXP - UNIT ROAD & BR	TELEPHONE
2011	11/22/2003	12/11/2003	21.25	N	N	N	010-5-0000-0365	02	00/00/000	474-3194		EXP - UNIT ROAD & BR	TELEPHONE
2012	11/22/2003	12/11/2003	38.34	N	N	N	002-5-1006-0285	02	00/00/000	474-3049		MAINTENANCE	BLDG. MAINT
2014	11/22/2003	12/11/2003	33.42	N	N	N	002-5-1004-0606	02	00/00/000	474-3020		NON-DEPARTMENTAL	CELL PHONES
			159.77=Total Trans					.00=Total Paid			159.77=Total Owed		
[CL&AIC ] COLONIAL LIFE & ACC INS CO													
142	11/25/2003	11/25/2003	143.42	X	P	N	002-2-0000-0225	02	17590	11/25/2003	INSURANCE		PAYROLL INSURANCE PAYABL
			143.42=Total Trans					143.42=Total Paid			.00=Total Owed		
[COE ] CITY OF EMORY													
771	11/17/2003	12/11/2003	63.35	E	N	N	034-5-0000-0380	34	00/00/0000		LIBRARY	EXP - PUBLIC LIBRARY	UTILITIES
772	11/17/2003	12/11/2003	52.00	E	N	N	002-5-1004-0383	02	00/00/0000		AGENT	NON-DEPARTMENTAL	WATER
773	11/17/2003	12/11/2003	55.69	E	N	N	002-5-1004-0383	02	00/00/0000		CTHSE	NON-DEPARTMENTAL	WATER
774	11/17/2003	12/11/2003	36.00	E	N	N	002-5-1004-0383	02	00/00/0000		ANNEX	NON-DEPARTMENTAL	WATER
775	11/17/2003	12/11/2003	28.63	E	N	N	002-5-1004-0383	02	00/00/0000		ANNEX	NON-DEPARTMENTAL	WATER
776	11/17/2003	12/11/2003	52.00	E	N	N	002-5-1004-0383	02	00/00/0000		JUST CTR	NON-DEPARTMENTAL	WATER
777	11/17/2003	12/11/2003	33.50	E	N	N	010-5-0000-0383	02	00/00/0000		PCT 3	EXP - UNIT ROAD & BR	WATER
2038	11/17/2003	12/11/2003	211.98	N	N	N	002-5-1110-0383	02	00/00/000		JAIL	SHERIFF & JAIL	WATER
			533.15=Total Trans					.00=Total Paid			533.15=Total Owed		
[CUSA ] CHEVRON USA													
2054	11/26/2003	12/11/2003	20.14	N	N	N	002-5-1110-0440	02	00/00/000		SHERIFF	SHERIFF & JAIL	FUEL & OIL
			20.14=Total Trans					.00=Total Paid			20.14=Total Owed		
[DDLCC ] D D LUBE CENTER													
2061	11/05/2003	12/11/2003	12.50	N	N	N	002-5-1110-0287	02	00/00/000		1502	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.
			12.50=Total Trans					.00=Total Paid			12.50=Total Owed		
[DFBP ] DATA-FLEX BUSINESS PRODUCTS													
4	11/25/2003	12/11/2003	332.69	E	N	N	002-5-1100-0350	02	00/00/0000		8933	REGISTRATION OFFICE	OFFICE SUPPLIES
			332.69=Total Trans					.00=Total Paid			332.69=Total Owed		
[DOSU ] DONUT SUPREME													
74	11/17/2003	12/11/2003	8.50	E	N	N	002-5-1006-0285	02	00/00/0000		6143-34	MAINTENANCE	BLDG. MAINT
			8.50=Total Trans					.00=Total Paid			8.50=Total Owed		

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bank	Check	ck-Date	Inv/C1m Number	Department	Line-Item
[DT ] DESK TOP													
2042	12/03/2003	12/11/2003	13.58	N	N	N	002-5-1065-0350	02	00/00/000	17984		DISTRICT CLERK	OFFICE SUPPLIES
			13.58=Total Trans					.00=Total Paid			13.58=Total Owed		
[EAS ] EMORY AUTO SUPPLY													
2043	11/20/2003	12/11/2003	474.02	N	N	N	010-5-0000-0286	02	00/00/000	215937		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2044	11/15/2003	12/11/2003	5.70	N	N	N	010-5-0000-0286	02	00/00/000	215825		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2045	11/19/2003	12/11/2003	253.85	N	N	N	010-5-0000-0286	02	00/00/000	215894		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2046	11/15/2003	12/11/2003	381.78	N	N	N	010-5-0000-0440	02	00/00/000	215831		EXP - UNIT ROAD & BR	FUEL & OIL
			1115.35=Total Trans					.00=Total Paid			1115.35=Total Owed		
[ECI ] ERWIN CONCRETE, INC													
2032	11/13/2003	12/11/2003	98.00	N	N	N	002-5-1006-0285	02	00/00/000	2321		MAINTENANCE	BLDG. MAINT
			98.00=Total Trans					.00=Total Paid			98.00=Total Owed		
[EFM ] EMORY FOOD MART													
2055	12/01/2003	12/11/2003	137.56	N	N	N	002-5-1110-0436	02	00/00/000	SHERIFF		SHERIFF & JAIL	PRISONER FOOD
			137.56=Total Trans					.00=Total Paid			137.56=Total Owed		
[EFTPS ] ELECTRONIC FEDERAL TAX PMT SYS													
208	12/05/2003	12/05/2003	2595.39	E	P	N	002-2-0000-0222	02	x208	12/05/2003	WH-SS		PAYROLL W/H PAYABLE
208	12/05/2003	12/05/2003	110.65	E	P	N	010-2-0000-0222	02	x208	12/05/2003	WH-SS		PAYROLL W/H PAYABLE
208	12/05/2003	12/05/2003	7029.70	E	P	N	002-2-0000-0223	02	x208	12/05/2003	WH-SS		PAYROLL FICA PAYABLE
208	12/05/2003	12/05/2003	153.00	E	P	N	010-2-0000-0223	02	x208	12/05/2003	WH-SS		PAYROLL FICA PAYABLE
			9888.74=Total Trans					9888.74=Total Paid			.00=Total Owed		
[ETCOG ] EAST TEXAS COUNCIL OF GOVT													
2072	12/03/2003	12/11/2003	1880.00	N	N	N	002-5-1004-0367	02	00/00/000	4571		NON-DEPARTMENTAL	ECONOMIC DEVELOP. ADMIN.
			1880.00=Total Trans					.00=Total Paid			1880.00=Total Owed		
[FCP ] FIRST CHOICE POWER													
212	11/21/2003	12/01/2003	62.44	E	P	N	002-5-1110-0381	02	17592	12/01/2003	ALLENWIRE	SHERIFF & JAIL	ELECTRIC
213	12/01/2003	12/01/2003	179.29	E	P	N	010-5-0000-0381	02	17592	12/01/2003	PCT 1	EXP - UNIT ROAD & BR	ELECTRIC
214	11/21/2003	12/11/2003	467.27	E	N	N	034-5-0000-0380	34	00/00/0000		LIBRARY	EXP - PUBLIC LIBRARY	UTILITIES
2093	12/05/2003	12/11/2003	785.22	N	N	N	002-5-1004-0381	02	00/00/000		ANNEX	NON-DEPARTMENTAL	ELECTRIC
2094	12/05/2003	12/11/2003	51.65	N	N	N	002-5-1004-0381	02	00/00/0000		CTHSE	NON-DEPARTMENTAL	ELECTRIC
2095	12/05/2003	12/11/2003	412.31	N	N	N	002-5-1004-0381	02	00/00/000		AGENT	NON-DEPARTMENTAL	ELECTRIC
2096	12/05/2003	12/11/2003	87.17	N	N	N	002-5-1004-0381	02	00/00/000		JUST CTR	NON-DEPARTMENTAL	ELECTRIC
2099	12/05/2003	12/11/2003	1128.55	N	N	N	002-5-1110-0381	02	00/00/000		JAIL	SHERIFF & JAIL	ELECTRIC
2100	12/05/2003	12/11/2003	803.57	N	N	N	002-5-1110-0381	02	00/00/000		JAIL	SHERIFF & JAIL	ELECTRIC
			3977.47=Total Trans					241.73=Total Paid			3735.74=Total Owed		
[FEC ] FEC ELECTRIC													
348	11/26/2003	12/11/2003	18.42	E	N	N	010-5-0000-0381	02	00/00/0000	5200		EXP - UNIT ROAD & BR	ELECTRIC
349	11/26/2003	12/11/2003	41.15	E	N	N	010-5-0000-0381	02	00/00/0000	8800		EXP - UNIT ROAD & BR	ELECTRIC
350	11/27/2003	12/11/2003	24.15	E	N	N	010-5-0000-0381	02	00/00/0000	2200		EXP - UNIT ROAD & BR	ELECTRIC
			83.72=Total Trans					.00=Total Paid			83.72=Total Owed		
[GC&S ] GRIFFIN COMMUNICATION & SECURITY													
87	12/01/2003	12/11/2003	29.95	E	N	N	034-5-0000-0285	34	00/00/0000	45735		EXP - PUBLIC LIBRARY	BUILDING MAINT

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bnk	Check	Ck-Date	Inv/Clm Number	Department	Line-Item
[GC&S ] GRIFFIN COMMUNICATION & SECURITY ( CONTINUED )													
88	11/20/2003	12/11/2003	65.00	E	N	N	002-5-1006-0285 02		00/00/0000		23451	MAINTENANCE	BLDG. MAINT
			94.95=Total Trans					.00=Total Paid			94.95=Total Owed		
[GHF ] GALE H FIASCO													
3	11/20/2003	12/11/2003	110.00	E	N	N	002-5-1003-0375 02		00/00/0000	XX		354TH DISTRICT COURT	TRIAL EXPENSE
			110.00=Total Trans					.00=Total Paid			110.00=Total Owed		
[GWTDI ] GRAY'S WHOLESALE TIRE DIST, INC													
45	11/24/2003	12/11/2003	149.35	E	N	N	010-5-0000-0286 02		00/00/0000		162360	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
46	12/01/2003	12/11/2003	54.03	E	N	N	010-5-0000-0286 02		00/00/0000		162819	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
			203.38=Total Trans					.00=Total Paid			203.38=Total Owed		
[HC ] HUNT COUNTY													
266	12/11/2003	12/11/2003	425.00	E	N	N	002-5-1003-0210 02		00/00/0000	CT REP		354TH DISTRICT COURT	COURT REPORTER
267	12/11/2003	12/11/2003	175.00	E	N	N	002-5-1003-0415 02		00/00/0000	SEC-COORD		354TH DISTRICT COURT	SECRETARY-COORDINATOR
			600.00=Total Trans					.00=Total Paid			600.00=Total Owed		
[HOCO ] HOPKINS COUNTY													
2	12/11/2003	12/11/2003	466.66	E	N	N	002-5-1002-0415 02		00/00/0000	SEC-COORD		8TH DISTRICT COURT	SECRETARY-COORDINATOR
3	12/11/2003	12/11/2003	104.17	E	N	N	002-5-1002-0416 02		00/00/0000	OTHER EXP		8TH DISTRICT COURT	OTHER EXPENSES
4	12/11/2003	12/11/2003	650.00	E	N	N	002-5-1002-0417 02		00/00/0000	A/J PROB		8TH DISTRICT COURT	A/J BLDG. EXPENSES
5	12/11/2003	12/11/2003	491.66	E	N	N	002-5-1002-0325 02		00/00/0000	JUV PROB		8TH DISTRICT COURT	JUVENILE PROBATION
			1712.49=Total Trans					.00=Total Paid			1712.49=Total Owed		
[HTSC ] HOUSE TIRE & SERVICE CENTER													
148	11/05/2003	12/11/2003	10.00	E	N	N	010-5-0000-0286 02		00/00/0000		632102	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
149	11/14/2003	12/11/2003	110.00	E	N	N	010-5-0000-0286 02		00/00/0000		632118	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
			120.00=Total Trans					.00=Total Paid			120.00=Total Owed		
[HW&M ] HOOTEN'S WELDING & MFG													
2076	12/01/2003	12/11/2003	53.98	N	N	N	010-5-0000-0286 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2077	11/24/2003	12/11/2003	21.40	N	N	N	010-5-0000-0286 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2078	11/20/2003	12/11/2003	30.04	N	N	N	010-5-0000-0286 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2079	11/20/2003	12/11/2003	4.05	N	N	N	010-5-0000-0286 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2080	11/20/2003	12/11/2003	72.00	N	N	N	010-5-0000-0286 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
2081	12/03/2003	12/11/2003	60.53	N	N	N	010-5-0000-0475 02		00/00/0000	R&B		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
			242.00=Total Trans					.00=Total Paid			242.00=Total Owed		
[ICS ] ICS													
2036	11/19/2003	12/11/2003	1017.80	N	N	N	002-5-1110-0435 02		00/00/0000		32861	SHERIFF & JAIL	PRISONER SUPPLIES
			1017.80=Total Trans					.00=Total Paid			1017.80=Total Owed		
[ITROGI ] ITR OF GEORGIA, INC													
2106	11/13/2003	12/11/2003	641.65	E	N	N	002-5-1065-0425 02		00/00/0000		85881	DISTRICT CLERK	OFFICE EQUIPMENT
2107	11/25/2003	12/11/2003	27.22	E	N	N	002-5-1065-0425 02		00/00/0000		85972	DISTRICT CLERK	OFFICE EQUIPMENT
			668.87=Total Trans					.00=Total Paid			668.87=Total Owed		
[J&RDAS ] J & R DISCOUNT AUTO SUPPLY													

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bank	Check	Ck-Date	Inv/C/m Number	Department	Line-Item	
[J&RDAS ] J & R DISCOUNT AUTO SUPPLY ( CONTINUED )														
2015	11/01/2003	12/11/2003	3.75	N	N	N	002-5-1110-0287	02	00/00/000		D169427	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	
2016	11/05/2003	12/11/2003	1.59	N	N	N	002-5-1110-0287	02	00/00/000		D169668	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	
2018	11/06/2003	12/11/2003	59.03	N	N	N	002-5-1110-0287	02	00/00/000		D169715	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	
2019	11/20/2003	12/11/2003	2.00	N	N	N	002-5-1110-0287	02	00/00/000		D170569	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	
2020	11/26/2003	12/11/2003	68.00	N	N	N	002-5-1110-0287	02	00/00/000		D170983	SHERIFF & JAIL	VEHICLE REPAIR & MAINT.	
2021	11/20/2003	12/11/2003	10.19	N	N	N	002-5-1006-0285	02	00/00/000		D170584	MAINTENANCE	BLDG. MAINT	
2021	11/20/2003	12/11/2003	.00	N	N	N	002-5-1006-0285	02	00/00/000		D170584	MAINTENANCE	BLDG. MAINT	
2022	11/20/2003	12/11/2003	19.91	N	N	N	002-5-1006-0285	02	00/00/000		D170583	MAINTENANCE	BLDG. MAINT	
2023	11/24/2003	12/11/2003	28.51	N	N	N	010-5-0000-0286	02	00/00/000		D170779	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2024	11/04/2003	12/11/2003	39.69	N	N	N	010-5-0000-0286	02	00/00/000		D169567	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2025	11/17/2003	12/11/2003	96.12	N	N	N	010-5-0000-0286	02	00/00/000		D170382	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2026	11/17/2003	12/11/2003	59.81	N	N	N	010-5-0000-0286	02	00/00/000		D170381	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2027	11/24/2003	12/11/2003	3.29	N	N	N	010-5-0000-0286	02	00/00/000		D170821	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2028	11/24/2003	12/11/2003	7.34	N	N	N	010-5-0000-0286	02	00/00/000		D170815	EXP - UNIT ROAD & BR	EQUIPMENT MAINT.	
2029	11/17/2003	12/11/2003	75.45	N	N	N	010-5-0000-0440	02	00/00/000		D170355	EXP - UNIT ROAD & BR	FUEL & OIL	
			474.68=Total			Trans		.00=Total			Paid		474.68=Total	Owed
[JH&A ] JECO HEATING & AIR														
7	11/19/2003	12/11/2003	157.50	E	N	N	002-5-1110-0286	02	00/00/0000	279		SHERIFF & JAIL	EQUIPMENT REPAIR & MAINT	
			157.50=Total			Trans		.00=Total			Paid		157.50=Total	Owed
[JLG ] JUNIOR LIBRARY GUILD														
2	10/31/2003	12/11/2003	389.00	E	N	N	034-5-0000-0515	34	00/00/0000		6803130	EXP - PUBLIC LIBRARY	LIBRARY MATERIAL	
			389.00=Total			Trans		.00=Total			Paid		389.00=Total	Owed
[JMS ] J M STONE														
2102	12/09/2003	12/11/2003	1536.39	N	N	N	010-5-0000-0470	02	00/00/000	1230		EXP - UNIT ROAD & BR	ROAD MATERIAL	
			1536.39=Total			Trans		.00=Total			Paid		1536.39=Total	Owed
[JOME ] JONI MELTON														
2	11/14/2003	12/11/2003	51.19	E	N	N	002-5-1005-0370	02	00/00/0000		RCIMB	INDIGENT HEALTH CARE	IHC SEMINAR EXPENSE	
			51.19=Total			Trans		.00=Total			Paid		51.19=Total	Owed
[LDIMI ] LDI METALWORKS, INC														
2062	11/26/2003	12/11/2003	2451.40	N	N	N	002-5-1004-0345	02	00/00/0000	4497		NON-DEPARTMENTAL	CONTINGENCY	
			2451.40=Total			Trans		.00=Total			Paid		2451.40=Total	Owed
[LIIC ] LIFE INVESTORS INSURANCE CO														
103	12/01/2003	12/01/2003	156.50	E	P	N	002-2-0000-0225	02	17593	12/01/2003		INSURANCE	PAYROLL INSURANCE PAYABL	
			156.50=Total			Trans		156.50=Total			Paid		.00=Total	Owed
[LW ] LINDA WALLACE														
2041	12/04/2003	12/11/2003	7.58	N	N	N	002-5-1006-0285	02	00/00/000		REIMB	MAINTENANCE	BLDG. MAINT	
			7.58=Total			Trans		.00=Total			Paid		7.58=Total	Owed
[MB ] MRS BAIRDS														
20	11/20/2003	12/11/2003	73.50	E	N	N	002-5-1110-0436	02	00/00/0000	39		SHERIFF & JAIL	PRISONER FOOD	
			73.50=Total			Trans		.00=Total			Paid		73.50=Total	Owed

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bank	Check	Ck-Date	Inv/Clm Number	Department	Line-Item
[MCM ] MARTIN CABINET MFG													
1	12/04/2003	12/11/2003	1175.00	E	N	N	006-5-0000-0340	06	00/00/0000	XX		EXP - COURTHOUSE SEC	BAILIFF EXPENSE
			1175.00=Total Trans					.00=Total Paid			1175.00=Total Owed		
[MSAGI ] MAP SPECIALISTS ADDRESSING GROUP													
80	11/15/2003	12/11/2003	846.15	E	N	N	002-5-1004-0551	02	00/00/0000	923		NON-DEPARTMENTAL	911 ADDRESSING
81	11/15/2003	12/11/2003	846.15	E	N	N	002-5-1004-0551	02	00/00/0000	922		NON-DEPARTMENTAL	911 ADDRESSING
			1692.30=Total Trans					.00=Total Paid			1692.30=Total Owed		
[NACCA ] NACO CLEARING ACCOUNT													
320	12/05/2003	12/05/2003	10.00	E	N	N	002-2-0000-0226	02	00/00/0000	DEF COMP			DEFERRED COMP.
			10.00=Total Trans					.00=Total Paid			10.00=Total Owed		
[NTLIC ] NATIONAL TRAVELERS LIFE INS CO													
67	12/02/2003	12/02/2003	66.05	E	P	N	002-2-0000-0225	02	17596	12/02/2003	INSURANCE		PAYROLL INSURANCE PAYABL
			66.05=Total Trans					66.05=Total Paid			.00=Total Owed		
[OD ] OFFICE DEPOT													
503	11/17/2003	12/11/2003	13.64	E	N	N	002-5-1060-0350	02	00/00/0000	225484811		COUNTY COURT/CLERK	OFFICE SUPPLIES
504	11/17/2003	12/11/2003	-11.10	E	N	N	002-5-1060-0350	02	00/00/0000	225484810		COUNTY COURT/CLERK	OFFICE SUPPLIES
505	11/19/2003	12/11/2003	67.48	E	N	N	002-5-1060-0350	02	00/00/0000	225242048		COUNTY COURT/CLERK	OFFICE SUPPLIES
506	11/19/2003	12/11/2003	29.13	E	N	N	002-5-1090-0350	02	00/00/0000	225678640		JUSTICE PEACE	OFFICE SUPPLIES
507	11/24/2003	12/11/2003	63.60	E	N	N	002-5-1090-0350	02	00/00/0000	225678639		JUSTICE PEACE	OFFICE SUPPLIES
508	11/20/2003	12/11/2003	11.20	E	N	N	002-5-1080-0350	02	00/00/0000	225755031		COUNTY TREASURER	OFFICE SUPPLIES
			173.95=Total Trans					.00=Total Paid			173.95=Total Owed		
[PAAU ] PARMER AUTOMOTIVE													
2083	12/02/2003	12/11/2003	140.00	N	N	N	002-5-1110-0287	02	00/00/0000	1537		SHERIFF & JAIL	VEHICLE REPAIR & MAINT.
			140.00=Total Trans					.00=Total Paid			140.00=Total Owed		
[PB ] PITNEY BOWES													
2097	11/24/2003	12/11/2003	25.49	N	N	N	002-5-1004-0355	02	00/00/0000	322810		NON-DEPARTMENTAL	POSTAGE & BOX RENT
			25.49=Total Trans					.00=Total Paid			25.49=Total Owed		
[RCAD ] RAINS CO APPRAISAL DISTRICT													
2064	12/01/2003	12/11/2003	32144.09	N	N	N	002-5-1004-0255	02	00/00/0000	QUARTERLY		NON-DEPARTMENTAL	APPRAISAL DISTRICT
			32144.09=Total Trans					.00=Total Paid			32144.09=Total Owed		
[RCL ] RAINS COUNTY LEADER													
218	10/28/2003	12/11/2003	152.00	E	N	N	002-5-1004-0296	02	00/00/0000	1784		NON-DEPARTMENTAL	PUBLICATIONS
			152.00=Total Trans					.00=Total Paid			152.00=Total Owed		
[RCLI ] RAINS CO LAN INTERNET													
1	12/01/2003	12/01/2003	1905.44	E	P	N	002-5-1004-0607	02	17591	12/01/2003	LAN	NON-DEPARTMENTAL	NETWORKING
			1905.44=Total Trans					1905.44=Total Paid			.00=Total Owed		
[RF ] ROLAND FERGURSON, ATTY													

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bank	Check	Ck-Date	Inv/C/m Number	Department	Line-Item
[RF ] ROLAND FERGURSON, ATTY (CONTINUED)													
293	11/21/2003	12/11/2003	200.00	E	N	N	002-5-1002-0501 02		00/00/0000	3915-A		8TH DISTRICT COURT	DIST TRIAL EXPENSE
294	11/21/2003	12/11/2003	500.00	E	N	N	002-5-1002-0501 02		00/00/0000	3729-A		8TH DISTRICT COURT	DIST TRIAL EXPENSE
			700.00=Total Trans					.00=Total Paid			700.00=Total Owed		
[RFH ] RAINS FAMILY HEALTHCARE													
149	11/18/2003	12/11/2003	110.00	E	N	N	002-5-1004-0561 02		00/00/0000	079121-02		NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS
150	11/18/2003	12/11/2003	110.00	E	N	N	002-5-1004-0561 02		00/00/0000	079121-02		NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS
			220.00=Total Trans					.00=Total Paid			220.00=Total Owed		
[RH ] RAINS HARDWARE													
1659	11/18/2003	12/11/2003	79.50	E	N	N	010-5-0000-0465 02		00/00/0000	28499		EXP - UNIT ROAD & BR	CULVERTS
1660	11/12/2003	12/11/2003	7.50	E	N	N	010-5-0000-0465 02		00/00/0000	28447		EXP - UNIT ROAD & BR	CULVERTS
1661	11/06/2003	12/11/2003	7.50	E	N	N	010-5-0000-0465 02		00/00/0000	28383		EXP - UNIT ROAD & BR	CULVERTS
1662	11/25/2003	12/11/2003	3.98	E	N	N	010-5-0000-0475 02		00/00/0000	28782		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1663	11/24/2003	12/11/2003	19.99	E	N	N	010-5-0000-0475 02		00/00/0000	28532		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1664	11/18/2003	12/11/2003	11.99	E	N	N	010-5-0000-0475 02		00/00/0000	28734		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1665	11/13/2003	12/11/2003	.37	E	N	N	010-5-0000-0475 02		00/00/0000	28714		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1666	11/03/2003	12/11/2003	3.58	E	N	N	010-5-0000-0475 02		00/00/0000	28336		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1667	10/28/2003	12/11/2003	5.16	E	N	N	010-5-0000-0475 02		00/00/0000	28193		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1668	11/18/2003	12/11/2003	25.98	E	N	N	010-5-0000-0475 02		00/00/0000	28499		EXP - UNIT ROAD & BR	TOOLS & SUPPLIES
1669	11/25/2003	12/11/2003	1.88	E	N	N	002-5-1006-0285 02		00/00/0000	28783		MAINTENANCE	BLDG. MAINT
1670	11/24/2003	12/11/2003	154.69	E	N	N	002-5-1006-0285 02		00/00/0000	28771		MAINTENANCE	BLDG. MAINT
1671	11/21/2003	12/11/2003	14.47	E	N	N	002-5-1006-0285 02		00/00/0000	28754		MAINTENANCE	BLDG. MAINT
1672	11/19/2003	12/11/2003	47.25	E	N	N	002-5-1006-0285 02		00/00/0000	28744		MAINTENANCE	BLDG. MAINT
1673	11/19/2003	12/11/2003	74.62	E	N	N	002-5-1006-0285 02		00/00/0000	28501		MAINTENANCE	BLDG. MAINT
1674	11/11/2003	12/11/2003	135.35	E	N	N	002-5-1006-0285 02		00/00/0000	28433		MAINTENANCE	BLDG. MAINT
1675	11/11/2003	12/11/2003	118.55	E	N	N	002-5-1006-0285 02		00/00/0000	28436		MAINTENANCE	BLDG. MAINT
1676	11/10/2003	12/11/2003	56.64	E	N	N	002-5-1006-0285 02		00/00/0000	28418		MAINTENANCE	BLDG. MAINT
1677	11/07/2003	12/11/2003	181.54	E	N	N	002-5-1006-0285 02		00/00/0000	28394		MAINTENANCE	BLDG. MAINT
1678	11/06/2003	12/11/2003	138.18	E	N	N	002-5-1006-0285 02		00/00/0000	28372		MAINTENANCE	BLDG. MAINT
1679	11/04/2003	12/11/2003	173.81	E	N	N	002-5-1006-0285 02		00/00/0000	28340		MAINTENANCE	BLDG. MAINT
1680	11/04/2003	12/11/2003	64.07	E	N	N	002-5-1006-0285 02		00/00/0000	28292		MAINTENANCE	BLDG. MAINT
			1326.60=Total Trans					.00=Total Paid			1326.60=Total Owed		
[RSCSI ] ROCK SOLID CRUSHED STONE, INC													
2030	11/30/2003	12/11/2003	2035.50	N	N	N	010-5-0000-0470 02		00/00/0000	1494		EXP - UNIT ROAD & BR	ROAD MATERIAL
2031	11/30/2003	12/11/2003	3159.30	N	N	N	010-5-0000-0470 02		00/00/0000	1493		EXP - UNIT ROAD & BR	ROAD MATERIAL
			5194.80=Total Trans					.00=Total Paid			5194.80=Total Owed		
[SAOT ] SHERIFFS' ASSN OF TEXAS													
2037	12/02/2003	12/11/2003	25.00	N	N	N	002-5-1004-0295 02		00/00/0000	TRAYLOR		NON-DEPARTMENTAL	DUES
			25.00=Total Trans					.00=Total Paid			25.00=Total Owed		
[SBW ] SKY BLUE WATER													
9	11/19/2003	12/11/2003	7.00	E	N	N	002-5-1004-0383 02		00/00/0000	30399		NON-DEPARTMENTAL	WATER
			7.00=Total Trans					.00=Total Paid			7.00=Total Owed		
[SC ] STATE COMPTRROLLER													
94	12/02/2003	12/02/2003	2.58	E	P	N	002-5-1004-0530 02	17597	12/02/2003	DIST CLERK		NON-DEPARTMENTAL	TRIAL FEES TO STATE
			2.58=Total Trans					2.58=Total Paid			.00=Total Owed		
[SFSI ] SYSCO FOOD SERVICES, INC													

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bank	Check	CK-Date	Inv/Clm Number	Department	Line-Item
[SFSI ] SYSCO FOOD SERVICES, INC ( CONTINUED )													
346	11/20/2003	12/11/2003	1348.59	E	N	N	002-5-1110-0436	02	00/00/0000	311200766		SHERIFF & JAIL	PRISONER FOOD
347	11/28/2003	12/11/2003	483.60	E	N	N	002-5-1110-0436	02	00/00/0000	311281250		SHERIFF & JAIL	PRISONER FOOD
348	12/04/2003	12/11/2003	1656.56	E	N	N	002-5-1110-0436	02	00/00/0000	312040873		SHERIFF & JAIL	PRISONER FOOD
349	11/20/2003	12/11/2003	134.49	E	N	N	002-5-1110-0285	02	00/00/0000	311200766		SHERIFF & JAIL	BLDG. REPAIR & MAINT.
350	11/28/2003	12/11/2003	42.33	E	N	N	002-5-1110-0285	02	00/00/0000	311281250		SHERIFF & JAIL	BLDG. REPAIR & MAINT.
351	12/04/2003	12/11/2003	144.71	E	N	N	002-5-1110-0285	02	00/00/0000	312040873		SHERIFF & JAIL	BLDG. REPAIR & MAINT.
352	11/20/2003	12/11/2003	48.90	E	N	N	002-5-1110-0435	02	00/00/0000	311200766		SHERIFF & JAIL	PRISONER SUPPLIES
353	11/28/2003	12/11/2003	25.00	E	N	N	002-5-1110-0435	02	00/00/0000	311281250		SHERIFF & JAIL	PRISONER SUPPLIES
354	12/04/2003	12/11/2003	79.35	E	N	N	002-5-1110-0435	02	00/00/0000	312040873		SHERIFF & JAIL	PRISONER SUPPLIES
			3963.53=Total Trans					.00=Total Paid			3963.53=Total Owed		
[SHSA ] SHANNA SANDERS													
6	12/04/2003	12/04/2003	273.00	E	P	N	008-5-0000-0610	02	17598	12/04/2003	COMMUN SVC	EXP - COMMUNITY SERV	SALARY
			273.00=Total Trans					273.00=Total Paid			.00=Total Owed		
[SMI ] SCOTT-MERRIMAN, INC													
233	11/19/2003	12/11/2003	249.40	E	N	N	002-5-1002-0500	02		00/00/0000	23705	8TH DISTRICT COURT	DIST JUROR EXPENSE
			249.40=Total Trans					.00=Total Paid			249.40=Total Owed		
[SPCS ] SPRINT PCS													
2034	11/17/2003	12/11/2003	244.27	N	N	N	002-5-1110-0365	02		00/00/0000	SHERIFF	SHERIFF & JAIL	TELEPHONE
			244.27=Total Trans					.00=Total Paid			244.27=Total Owed		
[SRWS ] SOUTH RAINS WATER SUPPLY													
83	11/20/2003	12/11/2003	17.57	E	N	N	010-5-0000-0383	02		00/00/0000	PCT 1	EXP - UNIT ROAD & BR	WATER
			17.57=Total Trans					.00=Total Paid			17.57=Total Owed		
[SSFH ] SULPHUR SPRINGS FAMILY HEALTHCAR													
55	11/20/2003	12/11/2003	95.00	E	N	N	002-5-1004-0561	02		00/00/0000	81665-02	NON-DEPARTMENTAL	EMPLOYEE PHYSICALS/TESTS
			95.00=Total Trans					.00=Total Paid			95.00=Total Owed		
[STGO ] STEPHEN GOWIN													
1	12/11/2003	12/11/2003	150.00	E	N	N	002-5-1010-0420	02		00/00/0000	EXPENSE	COUNTY AGENT	TRAVEL ALLOWANCE
			150.00=Total Trans					.00=Total Paid			150.00=Total Owed		
[SW ] SHIRLEY WEEKS													
34	12/11/2003	12/11/2003	300.00	E	N	N	002-5-1010-0421	02		00/00/0000	HOMECEXP	COUNTY AGENT	ECONOMIST TRAVEL ALLOWAN
			300.00=Total Trans					.00=Total Paid			300.00=Total Owed		
[T-W ] THOMSON-WEST													
32	10/31/2003	12/11/2003	75.00	E	N	N	038-5-0000-0525	38		00/00/0000	805353125	EXP - LAW LIBRARY FU	LAW LIBRARY
33	11/25/2003	12/11/2003	28.50	E	N	N	038-5-0000-0525	38		00/00/0000	6019979604	EXP - LAW LIBRARY FU	LAW LIBRARY
34	11/30/2003	12/11/2003	223.25	E	N	N	038-5-0000-0525	38		00/00/0000	805552325	EXP - LAW LIBRARY FU	LAW LIBRARY
2084	11/30/2003	12/11/2003	59.00	N	N	N	038-5-0000-0525	38		00/00/0000	805551106	EXP - LAW LIBRARY FU	LAW LIBRARY
2085	11/30/2003	12/11/2003	35.00	N	N	N	038-5-0000-0525	38		00/00/0000	805548515	EXP - LAW LIBRARY FU	LAW LIBRARY
2086	11/30/2003	12/11/2003	286.50	N	N	N	038-5-0000-0525	38		00/00/0000	805549060	EXP - LAW LIBRARY FU	LAW LIBRARY
			707.25=Total Trans					.00=Total Paid			707.25=Total Owed		

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	Bnk	Check	Ck-Date	Inv/Clm Number	Department	Line-Item
[TAC HE ] TAC HEBP													
2105	12/08/2003	12/08/2003	20528.42	N	N	N	002-5-1004-0615	02	00/00/000		HEALTH INS	NON-DEPARTMENTAL	HEALTH INSURANCE
2105	12/08/2003	12/08/2003	446.27	N	N	N	010-5-0000-0615	02	00/00/000		HEALTH INS	EXP - UNIT ROAD & BR	HEALTH INSURANCE
2105	12/08/2003	12/08/2003	1403.78	N	N	N	002-2-0000-0225	02	00/00/000		HEALTH INS		PAYROLL INSURANCE PAYABL
			22378.47=Total Trans					.00=Total Paid			22378.47=Total Owed		
[TACP&C ] TAC PROPERTY & CASUALTY SELF-INS													
2070	10/27/2003	12/11/2003	6910.00	N	N	N	002-5-1004-0315	02	00/00/000		AUTO PHYS	NON-DEPARTMENTAL	INSURANCE
2071	10/27/2003	12/11/2003	23121.00	N	N	N	002-5-1004-0315	02	00/00/000		PROPERTY	NON-DEPARTMENTAL	INSURANCE
			30031.00=Total Trans					.00=Total Paid			30031.00=Total Owed		
[TACRMP ] TEXAS ASSN OF COUNTIES RISK MGMT													
2066	10/27/2003	12/11/2003	10631.00	N	N	N	002-5-1004-0315	02	00/00/000		AUTOLIAB	NON-DEPARTMENTAL	INSURANCE
2067	10/27/2003	12/11/2003	11016.00	N	N	N	002-5-1004-0315	02	00/00/000		GENLIAB	NON-DEPARTMENTAL	INSURANCE
2068	10/27/2003	12/11/2003	16382.00	N	N	N	002-5-1004-0315	02	00/00/000		PUBLIC OFF	NON-DEPARTMENTAL	INSURANCE
2069	10/27/2003	12/11/2003	17967.00	N	N	N	002-5-1004-0315	02	00/00/000		LAW ENF	NON-DEPARTMENTAL	INSURANCE
			55996.00=Total Trans					.00=Total Paid			55996.00=Total Owed		
[TATISE ] TAWAKONI TIRE SERVICE													
2053	11/04/2003	12/11/2003	55.00	N	N	N	010-5-0000-0286	02	00/00/000	3043		EXP - UNIT ROAD & BR	EQUIPMENT MAINT.
			55.00=Total Trans					.00=Total Paid			55.00=Total Owed		
[TC&DRS ] TEXAS CO & DIST RETIREMENT SYS													
189	11/25/2003	11/25/2003	12620.42	X	P	N	002-2-0000-0224	02	17588	11/25/2003		RETIREMENT	PAYROLL RETIREMENT PAYAB
189	11/25/2003	11/25/2003	280.00	X	P	N	010-2-0000-0224	02	17588	11/25/2003		RETIREMENT	PAYROLL RETIREMENT PAYAB
189	11/25/2003	11/25/2003	649.04	X	P	N	002-5-1004-0612	02	17588	11/25/2003		RETIREMENT	NON-DEPARTMENTAL
189	11/25/2003	11/25/2003	14.40	X	P	N	010-5-0000-0612	02	17588	11/25/2003		RETIREMENT	EXP - UNIT ROAD & BR
			13563.86=Total Trans					13563.86=Total Paid			.00=Total Owed		
[TCM ] THE COMPUTER MAN													
222	11/17/2003	12/11/2003	514.80	E	N	N	002-5-1004-0607	02	00/00/000		20030601	NON-DEPARTMENTAL	NETWORKING
2040	12/01/2003	12/11/2003	400.00	N	N	N	002-5-1060-0286	02	00/00/000		20030609	COUNTY COURT/CLERK	EQUIPMENT MAINT
2087	12/06/2003	12/11/2003	585.00	N	N	N	002-5-1004-0607	02	00/00/000		20030610	NON-DEPARTMENTAL	NETWORKING
2088	11/21/2003	12/11/2003	60.00	N	N	N	002-5-1004-0607	02	00/00/000		20030605	NON-DEPARTMENTAL	NETWORKING
2089	12/06/2003	12/11/2003	60.00	N	N	N	002-5-1004-0607	02	00/00/000		20030612	NON-DEPARTMENTAL	NETWORKING
2098	12/06/2003	12/11/2003	105.00	N	N	N	002-5-1080-0286	02	00/00/000		20030611	COUNTY TREASURER	EQUIPMENT MAINT
			1724.80=Total Trans					.00=Total Paid			1724.80=Total Owed		
[TDCAA ] TEXAS DIST & CO ATTY ASSN													
2103	12/09/2003	12/09/2003	225.00	N	N	N	032-5-0000-0370	02	00/00/000		SEMINAR	EXP - CHECK COLL. &	SEMINAR EXPENSE
			225.00=Total Trans					.00=Total Paid			225.00=Total Owed		
[TEE ] TRIPLE E ELECTRIC													
2060	11/30/2003	12/11/2003	104.00	N	N	N	002-5-1110-0285	02	00/00/000	4107		SHERIFF & JAIL	BLDG. REPAIR & MAINT.
			104.00=Total Trans					.00=Total Paid			104.00=Total Owed		
[TEJUAC ] TEXAS JUDICIAL ACADEMY													
2082	12/05/2003	12/11/2003	200.00	N	N	N	002-5-1004-0295	02	00/00/000	XX		NON-DEPARTMENTAL	DUES
			200.00=Total Trans					.00=Total Paid			200.00=Total Owed		

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Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk	Rec	G/L Account	bnk	Check	Ck-Date	Inv/C/m Number	Department	Line-Item
[USPO ] U S POST OFFICE													
289	12/02/2003	12/02/2003	74.00	E	P	N	002-5-1004-0355 02	17594	12/02/2003	POSTAGE		NON-DEPARTMENTAL	POSTAGE & BOX RENT
			74.00=Total Trans					74.00=Total Paid			.00=Total Owed		
[V ] VERIZON													
624	11/19/2003	12/11/2003	97.54	E	N	N	034-5-0000-0365 34		00/00/0000	LIBRARY		EXP - PUBLIC LIBRARY	TELEPHONE
625	11/19/2003	12/11/2003	68.40	E	N	N	010-5-0000-0365 02		00/00/0000	PCT 1		EXP - UNIT ROAD & BR	TELEPHONE
626	11/19/2003	12/11/2003	48.30	E	N	N	010-5-0000-0365 02		00/00/0000	PCT 3		EXP - UNIT ROAD & BR	TELEPHONE
2057	11/19/2003	12/11/2003	48.70	N	N	N	002-5-1110-0365 02		00/00/0000	473-3008		SHERIFF & JAIL	TELEPHONE
2058	11/19/2003	12/11/2003	470.78	N	N	N	002-5-1110-0365 02		00/00/0000	473-3181		SHERIFF & JAIL	TELEPHONE
2073	11/19/2003	12/11/2003	330.75	N	N	N	002-5-1004-0365 02		00/00/0000	CO JUDGE		NON-DEPARTMENTAL	TELEPHONES-ANNEX
2074	11/25/2003	12/11/2003	586.89	N	N	N	002-5-1004-0365 02		00/00/0000	ANNEX		NON-DEPARTMENTAL	TELEPHONES-ANNEX
2075	11/25/2003	12/11/2003	157.31	N	N	N	002-5-1004-0365 02		00/00/0000	JUSTCTR		NON-DEPARTMENTAL	TELEPHONES-ANNEX
2090	11/19/2003	12/11/2003	104.92	N	N	N	002-5-1004-0365 02		00/00/0000	AGENT		NON-DEPARTMENTAL	TELEPHONES-ANNEX
2091	12/01/2003	12/11/2003	46.46	N	N	N	002-5-1004-0365 02		00/00/0000	VET OFF		NON-DEPARTMENTAL	TELEPHONES-ANNEX
			1960.05=Total Trans					.00=Total Paid			1960.05=Total Owed		
[VBOA ] VISION BENEFITS OF AMERICA													
51	12/02/2003	12/02/2003	189.60	E	P	N	002-5-1004-0615 02	17595	12/02/2003	VISION		NON-DEPARTMENTAL	HEALTH INSURANCE
51	12/02/2003	12/02/2003	3.95	E	P	N	010-5-0000-0615 02	17595	12/02/2003	VISION		EXP - UNIT ROAD & BR	HEALTH INSURANCE
51	12/02/2003	12/02/2003	40.25	E	P	N	002-2-0000-0225 02	17595	12/02/2003	VISION			PAYROLL INSURANCE PAYABL
51	12/02/2003	12/02/2003	27.80	E	P	N	002-2-0000-0225 02	17595	12/02/2003	VISION			PAYROLL INSURANCE PAYABL
			261.60=Total Trans					261.60=Total Paid			.00=Total Owed		
[VIS ] VERIZON INTERNET SOLUTIONS													
1	11/19/2003	12/11/2003	241.97	E	N	N	002-5-1004-0365 02		00/00/0000	16831028		NON-DEPARTMENTAL	TELEPHONES-ANNEX
			241.97=Total Trans					.00=Total Paid			241.97=Total Owed		
[VOP ] VIKING OFFICE PRODUCTS													
122	11/21/2003	12/11/2003	16.47	E	N	N	002-5-1010-0350 02		00/00/0000	296560		COUNTY AGENT	OFFICE SUPPLIES
			16.47=Total Trans					.00=Total Paid			16.47=Total Owed		
[WAE ] WORLD ALMANAC EDUCATION													
10	11/12/2003	12/11/2003	24.15	E	N	N	034-5-0000-0515 34		00/00/0000	923100001		EXP - PUBLIC LIBRARY	LIBRARY MATERIAL
			24.15=Total Trans					.00=Total Paid			24.15=Total Owed		
[WCBRC ] WALMART COMMUNITY BRC													
164	10/16/2003	12/11/2003	109.40	E	N	N	002-5-1110-0350 02		00/00/0000	9673		SHERIFF & JAIL	OFFICE SUPPLIES
165	10/16/2003	12/11/2003	8.20	E	N	N	002-5-1110-0287 02		00/00/0000	9673		SHERIFF & JAIL	VEHICLE REPAIR & MAINT.
166	10/16/2003	12/11/2003	10.32	E	N	N	002-5-1110-0435 02		00/00/0000	9673		SHERIFF & JAIL	PRISONER SUPPLIES
167	10/16/2003	12/11/2003	61.27	E	N	N	002-5-1110-0437 02		00/00/0000	9673		SHERIFF & JAIL	PRISONER HEALTH
			189.19=Total Trans					.00=Total Paid			189.19=Total Owed		
[WHMA ] WILLIAM H MCDOWELL, ATTY													
176	11/20/2003	12/11/2003	500.00	E	N	N	002-5-1002-0501 02		00/00/0000	187-J		8TH DISTRICT COURT	DIST TRIAL EXPENSE
2092	12/05/2003	12/11/2003	300.00	N	N	N	002-5-1002-0501 02		00/00/0000	3950-A		8TH DISTRICT COURT	DIST TRIAL EXPENSE
			800.00=Total Trans					.00=Total Paid			800.00=Total Owed		
[WOC ] WILLIAMS OIL CO													
2039	12/01/2003	12/11/2003	449.55	N	N	N	002-5-1110-0440 02		00/00/0000	48596		SHERIFF & JAIL	FUEL & OIL

Tran-Num	Tran-Date	Due-Date	Amount	G/L	Chk Rec	G/L Account	Bnk	Check	Ck-Date	Inv/Clm Number	Department	Line-Item
[WOC ] WILLIAMS OIL CO ( CONTINUED )												
2063	11/18/2003	12/11/2003	1009.81	N	N N	010-5-0000-0440	02	00/00/000	48506		EXP - UNIT ROAD & BR	FUEL & OIL
			1459.36=Total Trans				.00=Total Paid	1459.36=Total Owed				
[XC ] XEROX CAPITAL												
113	12/02/2003	12/11/2003	201.07	E	N N	002-5-1004-0605	02	00/00/0000	594280948		NON-DEPARTMENTAL	COPIERS
114	12/02/2003	12/11/2003	139.21	E	N N	002-5-1004-0605	02	00/00/0000	594280950		NON-DEPARTMENTAL	COPIERS
115	12/02/2003	12/11/2003	124.92	E	N N	002-5-1004-0605	02	00/00/0000	594280970		NON-DEPARTMENTAL	COPIERS
116	12/02/2003	12/11/2003	119.24	E	N N	002-5-1004-0605	02	00/00/0000	594287070		NON-DEPARTMENTAL	COPIERS
117	12/02/2003	12/11/2003	119.24	E	N N	002-5-1004-0605	02	00/00/0000	594286903		NON-DEPARTMENTAL	COPIERS
118	12/02/2003	12/11/2003	119.24	E	N N	002-5-1004-0605	02	00/00/0000	594286909		NON-DEPARTMENTAL	COPIERS
119	12/02/2003	12/11/2003	119.24	E	N N	002-5-1004-0605	02	00/00/0000	594286908		NON-DEPARTMENTAL	COPIERS
			942.16=Total Trans				.00=Total Paid	942.16=Total Owed				
91 Vendors Listed			213584.43=Grand Trans				27381.24=Grand Paid	186203.19=Grand Owed				

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Include UNPAID Trans . . . . : YES  
 Include SELECTED to PAY . . . . : YES  
 Include PAID Trans . . . . . : YES  
 Exclude Prior Yr Accrd . . . . : NO  
 Exclude TRANSFERED to G/L: NO  
 Print Specific VENDOR . . . . . :  
 Print Specific FUND . . . . . : 000  
 Print Specific DEPARTMENT . . . . : 0000  
 Print Specific LINE ITEM . . . . . : 0000  
 Print Specific BANK CODE . . . . . :

Fund	TOT-Trans	TOT-Paid	TOT-Owed	= Selected	+ ON-Hold	+ NEW-Tran	+ Canceled	NO-GL-Action	Encumbered	Expensed	Accrued
002	198235.73	26366.95	171868.78	.00	.00	171868.78	.00	154725.30	29293.23	14217.20	.00
006	1175.00	.00	1175.00	.00	.00	1175.00	.00	.00	1175.00	.00	.00
008	273.00	273.00	.00	.00	.00	.00	.00	.00	273.00	.00	.00
010	11839.19	741.29	11097.90	.00	.00	11097.90	.00	10038.75	1506.04	294.40	.00
032	225.00	.00	225.00	.00	.00	225.00	.00	225.00	.00	.00	.00
034	1129.26	.00	1129.26	.00	.00	1129.26	.00	.00	1129.26	.00	.00
038	707.25	.00	707.25	.00	.00	707.25	.00	380.50	326.75	.00	.00
<b>Total</b>	<b>213584.43</b>	<b>27381.24</b>	<b>186203.19</b>	<b>.00</b>	<b>.00</b>	<b>186203.19</b>	<b>.00</b>	<b>165369.55</b>	<b>33703.28</b>	<b>14511.60</b>	<b>.00</b>

APPROVED FOR PAYMENT BY COUNTY AUDITOR and COMMISSIONERS COURT.

_____ County Auditor	_____ Date
_____ County Judge	_____ Date
_____ County Commissioner, Precinct 1	_____ Date
_____ County Commissioner, Precinct 2	12-11-03 Date
_____ County Commissioner, Precinct 3	_____ Date
_____ County Commissioner, Precinct 4	_____ Date

RECEIVED  
NOV 26 2003

**STEVE AND CINDY NEWSOM  
3573 HORSESHOE ROAD  
LEVELLAND, TX 79336**

November 24, 2003

**The Honorable Commissioner's Court  
Raines County  
P.O. Box 158  
Emory, TX 75440**

Dear Sirs,

I am writing concerning the farm in Hockley County, Texas owned by Raines County in which Raines County and I have had joint interest in CRP program for the last 10 years and that was recently re-bid for consideration for renewal in the program. The new program's stipulations were different from the old ones and because of the program meeting it's quota acres with land considered more compatible to the program we were not accepted back into the program. This came as a shock to us for several reasons, one of which being the fact that we are already established in grass and have been completely in compliance with all aspects of the program in the past. However the most obvious reason we felt the farm would have been accepted back into the CRP program was the fact that a large portion of the farm has been taken over by prairie dogs over the life of the CRP program (which have severely limited the farming potential for the farm) and with the environmental/wildlife emphasis placed on the decision making process for the CRP

program we felt sure that this would be a farm that would be preferred for the program. However in the signup process there is no provision or opportunity to get preference for a farm as a result of prairie dogs and so this did not turn out to be a benefit in the bid process. We did however have the opportunity to gain "points" in the bid/sign-up process by agreeing to do "wildlife management," and to maintain water sources for all wildlife at our own expense as well as agreeing to over-seed "food plots" for wildlife, but in spite of the fact that we agreed to do all of this it still wasn't enough to gain us the "points" to get us accepted into the new program. Had we been given the opportunity to lower the payment rate to a rate both parties could live with or some other incentive we would have gladly complied, however the new program set an automatic payment rate based on soil type and other criteria and so this was also out of our hands. This brings us to the current situation as to what to do with the farm now. With that in mind let me say that I sincerely hope you would consider continuing our relationship and that you have found it to be one that has been of benefit to you in the past. My desire is to maintain my relationship with Raines County by bringing a steady stream of income to you and keeping the farm as low maintenance as possible for you in your absence while still keeping the farm economically sound for my operation.

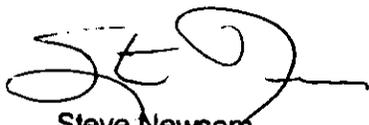
When I began my relationship with Raines County the farm was on an annual cash lease with Raines county historically receiving approximately \$3000 a year. This was the amount the residing County Judge at that time requested from me. After trying the farm in production for a year we (Raines county and I) chose the CRP program as it would generate more than enough dependable revenue to cover your

historical lease income and also pay enough to cover my management costs for establishing and maintaining the land to the requirements of the program. Some years I've done well at this rate and some haven't been as good, but overall I have been very happy with my dealings with the farm and with Raines County. My proposal now is to lease the farm from you for a similar cash payment as that you have been receiving and for a similar time frame as that of the CRP program in order to maintain our relationship and continue the income the County has been accustomed to. The farm does not, in my opinion, need to be broken out of grass for a number of reasons and with the prairie dog situation being as it is it would not be economically feasible to do so as the portion of the farm that prairie dogs have taken over would not produce crops and would potentially have serious erosion issues causing even more problems. In addition to this I do not wish to confront any environmental issues related to the prairie dogs and it is a fact that the "Black-tailed" prairie dogs are a protected species in Texas. I do not know for a fact that this is the species we have on the farm, but I know that this particular species is present in our region and almost all "prairie dog-towns" as they are called have the potential to contain some of the "Black-tailed" species and we don't want issues with destroying habitats which is exactly what we'd be doing by breaking the farm out of grass. Furthermore the economics of farming in the region do not make breaking the farm out of grass an attractive alternative. So here is what I propose:

I would like to lease the entire farm for \$3,500 per year for a ten-year term. The ten-year term is necessary as the farm is on a major highway and if it is to be used for pasture it will need a 5-strand barbed-wire fence placed around it for liability

formerly on the property. Before I purchased the building I contacted Raines County and attempted to purchase the 2 acres the building was on and was told by the presiding Judge at the time that Raines County could not, and would not sell the property and was told at the time that there was by order of law in your county no way that the property could ever be sold. It was with this assurance and an assurance that I could lease the property where the building stands that I bought the building and was told by the judge presiding at that time that a lease agreement could and would be made between us but to date no such lease has been made although I have made proposals to your court. I ask that this good faith effort on my part as well as my efforts in maintaining your interests be considered in reviewing this proposal. I also ask that you consider my stewardship and honesty in the past as well as my desire to protect your interests in the future when making your decision.

In closing I ask that this proposal be given the highest consideration and that an answer be given in the shortest possible time frame. The new year being just a few months away I need to make financial decisions regarding my operation as soon as possible and I know you would like to do likewise as you have been used to an income stream on the farm in the past. I have greatly enjoyed our relationship in the past and have always held this relationship in the highest regards. That being said, I thank you for your consideration and as always I am sincerely yours....

  
Steve Newsom

## Resolution

**WHEREAS**, Rains County is responsible for the operation and management of many and various governmental programs as required or authorized by law; and

**WHEREAS**, some county government programs are fully or partially supported with funds disbursed by the state of Texas pursuant to the state appropriations process; and

**WHEREAS**, the state of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

**WHEREAS**, the state of Texas, through the Texas Legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitments by a county to expend county funds in connection therewith; and

**WHEREAS**, during each regular session of the Texas Legislature, all state funds that support county programs are reviewed through the state appropriation process and by other state budgetary review systems; and

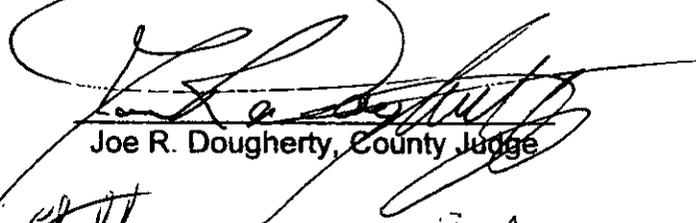
**WHEREAS**, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and

**WHEREAS**, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county related obligations when the state mandates a new program that is not fully funded or under conditions where the state reduces or fully withdraws prior funding and disbursement for county government programs.

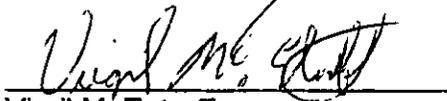
NOW, THEREFORE, the County of Rains does hereby resolve that for the foregoing reasons, it is in the best interests of Texas counties and their taxpayers to support and favor the passage of legislation, including an amendment to the Constitution of the State of Texas, that would expressly prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the state of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program.

ADOPTED THE 11<sup>TH</sup> DAY OF DECEMBER 2003.

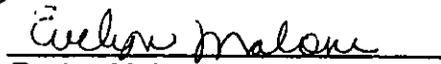
SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE COMMISSIONERS COURT



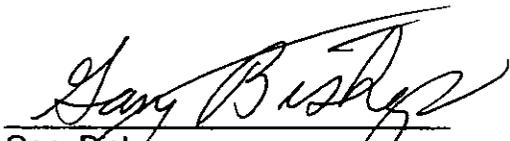
Joe R. Dougherty, County Judge



Virgil McEnturff  
Commissioner, Precinct No. 1



Evelyn Malone  
Commissioner, Precinct No. 2



Gary Bishop  
Commissioner, Precinct No. 3



Rodney Smith  
Commissioner, Precinct No. 4

**COUNTY OF RAINS**

Joe R. Dougherty  
County Judge  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



December 18, 2003

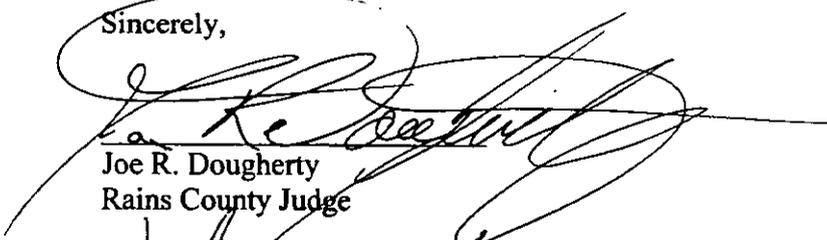
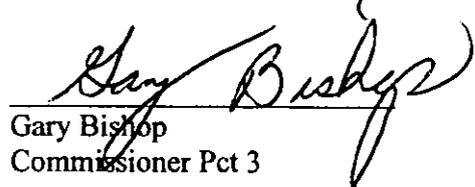
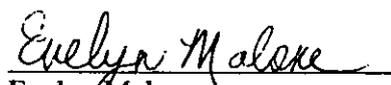
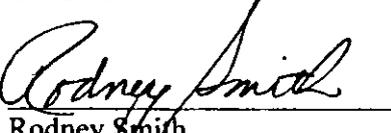
Sergeant Steve Anderson  
1906 N. Jefferson  
Mt. Pleasant, TX 75455

Dear Sir,

We would like to take this opportunity to thank you for the services provided by the Department of Public Safety Driver's License Office here in Rains County. Ms. Unser works diligently to be of assistance to our citizens. With the continued growth of our county the demand for the service out of this office has rapidly increased. Citizens from our county are continually referred to Greenville, Sulphur Springs, and Quitman to obtain the needed services as one day a week office hours no longer meet the needs of our citizens. We were also recently advised that this office may be closed completely. This would cause an undue hardship upon our citizens and must be avoided if at all possible. Please advise if further involvement is needed in this matter.

We formally request that you not only continue to operate out of Rains County, but that you add an additional day of service. Thank you for your consideration.

Sincerely,

  
Joe R. Dougherty  
Rains County Judge  
Virgil McEnturff  
Commissioner Pct 1  
Gary Bishop  
Commissioner Pct 3  
Evelyn Malone  
Commissioner Pct 2  
Rodney Smith  
Commissioner Pct 4

Cc: Sen. Robert Deuell  
P.O. Box 12068  
Capitol Station  
Austin, TX 78711

Rep. Dan Flynn  
P.O. Box 2910  
Austin, TX 78768



RECEIVED  
DEC 02 2003  
VOL. 039 PAGE 0885

December 01, 2003

Office of County Judge  
P.O. Box 158  
Emory, TX 75440

RE: Rains County Right-of-Way Permit Request  
Service Order No.: 2307002501

Dear Sir or Madam:

FEC Electric, Inc. is requesting permission to construct electrical power distribution facilities along and across the following County Road which is located within your county:

County Road: 3418  
Road Composition: Oil  
Location: 4/10ths mile southwest of FM 514

A site location map and construction sketch is enclosed. The construction sketch details the proposed work. All road crossings will have a minimum vertical clearance of twenty-two (22) feet.

If you have any questions, please contact Mark Simpson, or me at 903-455-1715 or 1-800-541-2662.

Yours truly,

A handwritten signature in black ink that reads 'Tim Mackey'.

Tim Mackey,  
Field Engineering Supervisor

Enclosures



E SIDE

C O U N

330-3334

EDGEWOOD  
896-4402

WILLS POINT  
873-2242

VOL. 039 PAGE 0887

SITE LOCATION MAP

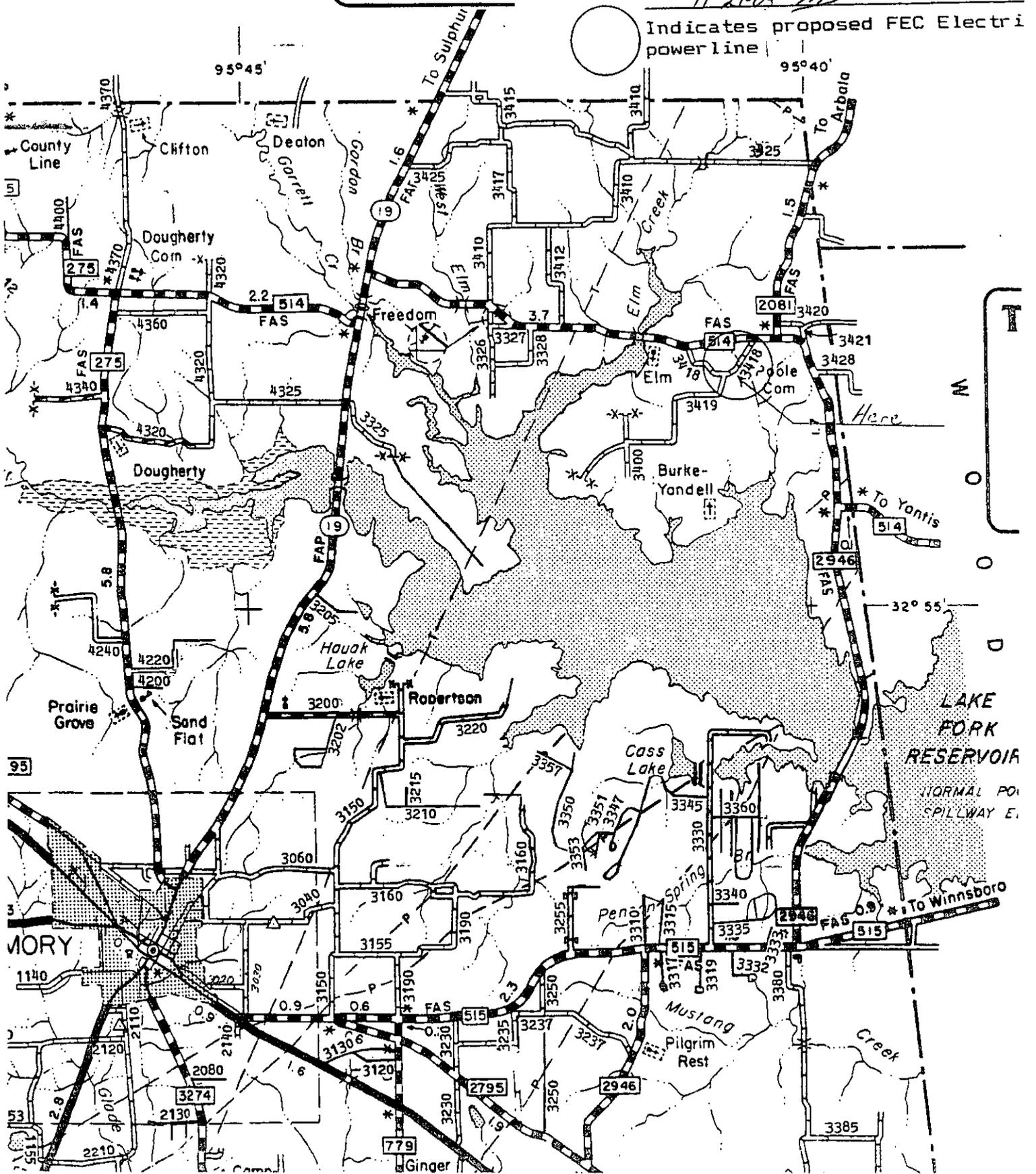
*Ron R. McCormack*

*08-37-02-050-0024*

*2307002501.11*

*11-21-03 MS*

Indicates proposed FEC Electric power line



LAKE FORK RESERVOIR  
NORMAL PO  
SPILLWAY E.

MORY





## COUNTY OF RAINS

COMMISSIONERS COURT  
167 East Quitman Street / P.O. Box 158  
Emory, Texas 75440

Tel: (903) 473-2555

Fax: (903) 473-4298



VOL. 039 PAGE 0888

December 11, 2003

Mr. Tim Mackey, Supervisor  
Field Engineering  
FEC Electric  
P.O. Box 6037  
Greenville, TX 75403

Re: Utility Permit No. 2307002501

Dear Mr. Mackey:

Rains County has no objection to the location of your electrical power distribution facilities along and across the right-of-way of County Road #3418 per FEC Electric Company permit request.

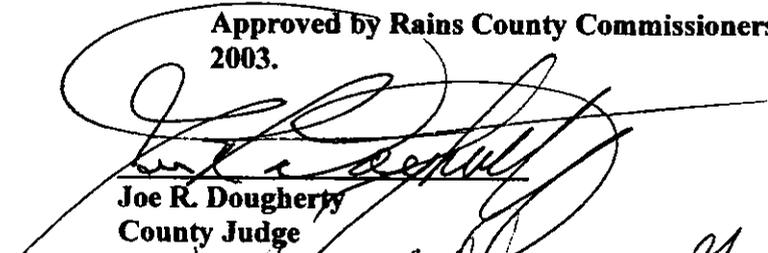
It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title or easement in or upon this right-of-way. A permit is hereby granted for continuous use with the following conditions:

1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
2. All road crossings will have a minimum vertical crossing of twenty-two (22) feet. Use single pole construction along county road.
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway:
4. Rains County, its employees, agents or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be or be suffered by any person or persons, corporation or Property by reason of the performance of any such work,

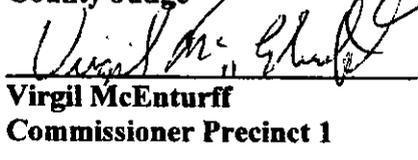
character of materials used or manner of installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

- 5. FEC Electric Company (Grantee), its successors or assigns will upon notice to them of commencement of such action, defend the same at their own expense and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Rains County.
- 6. Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of FEC Electric Company (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and
- 7. The job superintendent must contact the Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work. The Administrator can be contacted at (903) 473-8783 (7:00 a.m.-3:30 p.m.)

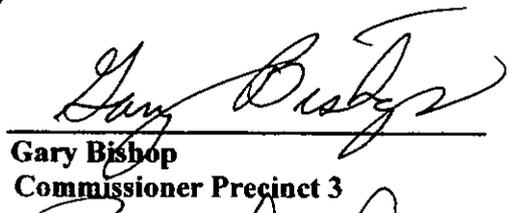
Approved by Rains County Commissioners Court this 11<sup>th</sup> day of December 2003.



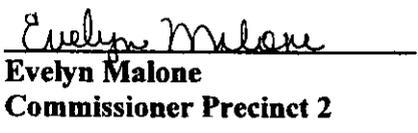
Joe R. Dougherty  
County Judge



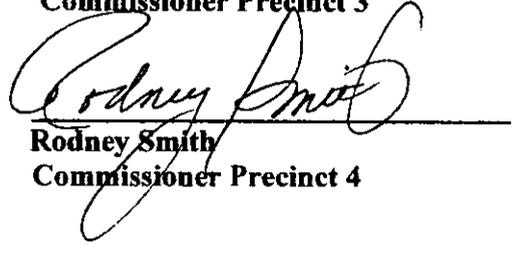
Virgil McEnturff  
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