

COMMISSIONERS COURT
REGULAR SESSION
January 26, 2004

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:

8984 On the motion by Phillip Martin, second by Jim Latham, the Court approved the Resolution for Juvenile Accountability Black Grant applied through the Governor's Office in the amount of \$16,338.00, requiring a County match for \$1,815.00 for a total of \$18,153.00. Funds to be used for residential placement for 2 – 3 kids in boot camp. *See Attachment.*

8985 On the motion by Ralph Green, second by Kenneth Thornton, the Court approved equipment transaction for Hunt County Juvenile Probation due to Hunt County Committee on Aging preparing meals, agreement was made with Kirby Restaurant Supply to return equipment to allow trade-in for new equipment needed. Old equipment not under warranty – new equipment to be covered by warranty. This will be an even up trade with no money involved.

8986 On the motion by Latham, second by Martin, the Court approved the Quarterly report from the Audie Murphy / American Cotton Museum presented by Adrien Witkofsky.

8987 On the motion by Green, second by Thornton, the Court approved annual contract for services from SANE from Rockwall Area Healthcare Inc (RAHI) for victims of sexual abuse since our county does not have the facility or services. These services to be paid out of budgeted monies to be reimbursed by the Attorney General's Crime Victims Compensation Act, with no additional financial obligations to the County. *See Attachment.*

8988 On the motion by Judge Bobbitt, second by Phillip Martin, the Court approved the re-appointment of Dorsey Driggers as Hunt County Fire Marshall and authorized Mr. Driggers to appoint 2 – Environmental Officers and 2 Deputy Reserve Fire Marshall's.

8989 On the motion by Martin, second by Latham, the Court approved the Warrant Officer Quarterly Report from October thru December 2003 from Randy Meeks – Constable Pct 1. The Court accepted this report, noting officer Joe Knights work in this division and approved continuance of program.

8990 On the motion by Thornton, second by Green, the Court approved road upgrade of dirt to rock on approximately 375 ft on CR 1061 in Pct.1. Money deposited into Escrow Account.

8991 On the motion by Green, second by Thornton, the Court approved the final plat for Sandy Creek in Pct. 2 presented by Michael Heine. The Court also noted receipt of \$50,000.00 Surety Maintenance Bond from Western Surety Company. *See Attachment.*

8992 On the motion by Martin, second by Latham, the Court approved final plat for Stewart Acres in Pct 3 presented by Jerry Wisdom. Commissioner Martin advised the Court submission of this final plat will satisfy requirements of Hunt County.

8993 On the motion by Latham, second by Martin, the Court approved road upgrade of dirt to rock on approximately 300'ft on CR 4426 in Pct 4. Money deposited into Escrow account.

8994 On the motion by Latham, second by Green, the Court approved road upgrade of dirt to rock on approximately 1300 ft on CR 4516 in Pct 4. Money deposited into Escrow account.

8995 On the motion by Latham, second by Martin, the Court approved upgrade of electrical lines from Paris to Commerce by Burns and McDonnell to cross CR 4513 in Pct 4 with normal stipulations.

8996 On the motion by Green, second by Martin, the Court approved renewal of “Planned Service Agreement” for the period January 1, 2004 to December 31, 2004 with Johnson Controls. Judge Bobbitt stated if there are any changes to this contract, any unused portion or modification to contract will be applied on the new upgrade in the Courthouse.

8997 On the motion by Thornton, second by Latham, the Court approved rescintion of the burn ban for Hunt County.

Addendum:

8998 On the motion by Latham, second by Martin, the Court approved the Quarterly Report from the Northeast Texas Children's Museum presented by Board of Directors member Wyman Williams.

HEAR AND DISCUSS REPORTS:

Gary Rash addressed the Court concerning his neighbor wanting to put in a private airfield for his prop plane. After much discussion the Court advised Mr. Rash they have no regulatory control over this situation, situation can only be changed thru legislative change.

Commissioner Thornton discussed issue of the Post Office delivering mail to the Courthouse. Item to be placed on Agenda. Maintenance Department to continue picking up the mail.

8999 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9000 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

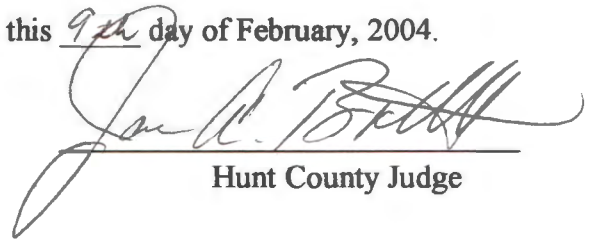
County Clerk:	<p>Raise Debra Norfleet to \$9.00 per hour, effective 1-26-04.</p> <p>Raise Stacy Compton to \$8.00 per hour, effective 1-26-04.</p> <p>Raise Gabe Torres to \$7.50 per hour, effective 1-26-04.</p>
Sheriff	<p>Add Billy Chance as Detention Officer at \$22,273.00 annually, effective 1-16-04.</p>
Tax Office:	<p>Add John Bryan Crenshaw as part time hourly Clerk at \$7.00 per hour, effective 1-16-04.</p>

9001 On the motion by Martin, second by Latham, the Court approved Personnel and Payroll changes.

Court recessed at 11:05A.M; Court reconvened and went into Executive Session

At 11:15AM, with no action taken.

ADJUD Court Adjourned. Minutes approved this 9th day of February, 2004.


Hunt County Judge

Attest:



Hunt County Clerk

RESOLUTION # 8984

FILED FOR RECORD
at 7:00 o'clock
JAN 26 2004
By County Clerk LINDA BROOKS
Hunt County, Tex.

On this the 26th day of January 2004, a duly called convened meeting of the Hunt County Commissioners Court was held.

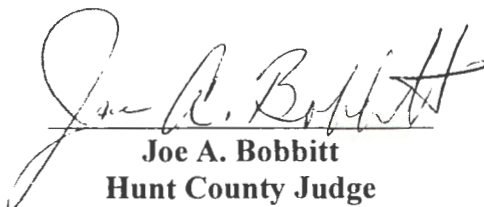
WHEREAS, The Hunt County Commissioners Court finds it in the best interest of the citizens of Hunt County, that the Juvenile Accountability Grant be operated for the grant period August 1, 2004 to July 31, 2005; and


WHEREAS, Hunt County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Governor's Criminal Justice Division's Juvenile Accountability Block Grant application, and

WHEREAS, Hunt County Commissioners Court agrees that in the event of loss or misuse of the Governor's Criminal Justice Division funds, Hunt County Commissioners Court assures that the funds will be returned to the Governor's Criminal Justice Division in full.

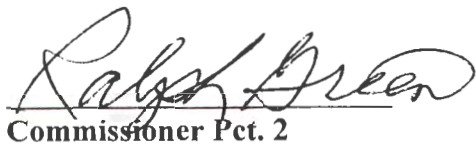
WHEREAS, Hunt County Commissioners Court designates the Hunt County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

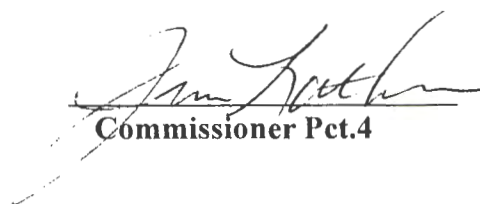
NOW THEREFORE, BE IT RESOLVED that Hunt County Commissioners Court approves submission of the grant application for the Juvenile Accountability Grant to the Governor's Criminal Justice Division.


Joe A. Bobbitt
Hunt County Judge


Commissioner Pct. 1


Commissioner Pct. 3


Commissioner Pct. 2


Commissioner Pct. 4

Applicants must complete and submit this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must read, agree, fully understand and comply with the requirements listed within in each form of this Grant Application Kit as detailed below.

The grant applicant must:

The grant applicant must:

1. SELECT 'Certify' or 'Unable to Certify' for each document that has been certified as true and correct by the Authorized Official.
2. If you SELECTED 'Unable to Certify':
 - a) a brief explanation must be given why the document cannot be certified at the time the grant application kit is submitted to CJD; and
 - b) a date must be ENTERED that notifies CJD when your organization anticipates that the Authorized Official will be able to certify and submit the document to CJD.

Description of Document	"I Certify"	"Unable to Certify"	Explanation (ex: <i>Incomplete, Not Applicable, etc.</i>)	Date
Determine Eligibility Form *	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
JABG Project Narrative & Summary Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
Comprehensive Certification and Assurances – Federal Funds Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
Cooperative Working Agreement Purpose and Participant Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not Applicable	
Financial Capability Questionnaire Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
Coversheet Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
Budget Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004
Match – GPI Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2/1/2004

*** Critical:** The grant applicant must complete the **“Determine Eligibility Form”** in its entirety and submit it to CJD with the grant application kit. If any portion of the form is left incomplete and the Authorized Official is unable to certify and/or submit the form, the applicant’s project will be considered ineligible and will not be reviewed by CJD.

The following forms must be submitted along with the "**Grant Application Certification Form**" to CJD. Please indicate the status of these documents below:

[illegible]

PART III: JUVENILE CRIME ENFORCEMENT COALITION (JCEC)

The grant applicant, if a local or regional project, must certify that a "**Juvenile Crime Enforcement Coalition (JCEC) Resolution**" has been signed by their JCEC and is on file with the applicant agency. Please indicate the status of this document below:

1. a) Has the " Juvenile Crime Enforcement Coalition (JCEC) Resolution " (see Sample Form) been signed by the JCEC Chairman and is this form on file with the grant applicant?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) If you selected 'No' for either of the items in # 1. a) above, PROVIDE a brief explanation for the delay and the date that your organization anticipates receipt of the JCEC Resolution:				Date

PART IV: SIGNATURE

The organization's Authorized Official hereby assures and certifies authorization for the submission of this grant application in it's entirety to the Office of the Governor, Criminal Justice Division.

Hunt County

Applicant's Organization

Juvenile Accountability Grant

Project Title

Joe Bobblitt, Hunt County Judge

Name and Title of the Authorized Official

Signature of the Authorized Official

1/26/2004

Effective Date

Proposal

Page No. 1 of 1 Pages

Attn: Alan Brown

KIRBY RESTAURANT SUPPLY

809 S. Eastman Road
LONGVIEW, TEXAS 75602
(903) 757-2723
1-800-877-5472

No. 8399

PROPOSAL SUBMITTED TO <i>Hunt Co. Juvenile Probation</i>		PHONE <i>903/455-8555</i>	DATE <i>1/20/04</i>
STREET <i>#332.1</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Greenville, Tx.</i>		JOB LOCATION <i>Kitchen</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Equipment Trade:

Returning:

Purchase Amt.

Southbend Range

Star Grill + Stand

Frymaster Fryer

5,061.- x 60% = \$3,040.00 cr.

Ship:

US Range 60" long, Nat. Gas. With
10 burners and two standard ovens.
On casters. Stainless Steel front, riser
and back shelf.

2,855.-
(200.- installed)

Balance

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 1/21

Signature

Signature

8987

AGREEMENT FOR SERVICES

THE STATE OF TEXAS
COUNTY OF ROCKWALL

3
3
3

FILED FOR RECORD
at 1 o'clock
JAN 26 2004
By County Clerk LINDA BROOKS
Hunt County, Tex.

THIS AGREEMENT is made and entered into by and between Hunt County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "the County," and Rockwall Area Healthcare, Inc. as a service provider, hereinafter referred to as "RAHI," and is effective as of the date of the execution of this Agreement as appearing below.

I.

The services contemplated herein are to be provided by RAHI to the Hunt County Sheriff and the Hunt County Criminal District Attorney.

Forensic Interview Services

The Hunt County Sheriff or Hunt County Criminal District Attorney may make a request to RAHI for a videotaped forensic interview of a child, age 0-17, who is an alleged victim of abuse or neglect, including witnesses of domestic violence. The County shall reimburse RAHI for the actual cost of the forensic interview not to exceed **One Hundred Twenty-five dollars and no cents (\$125.00)** per interview, plus an overhead charge not to exceed **Ten dollars (\$10.00)** per interview.

The Hunt County Criminal District Attorney may request by subpoena or other court order the testimony of the forensic interviewer for court testimony regarding the interviews conducted and the methods used. The County shall reimburse RAHI for the actual cost charged by the forensic interviewer not to exceed **\$75.00 per hour**, calculated from the commencement of the interviewer's travel until the conclusion of the interviewer's appearance at the hearing.

The forensic interviewer shall conduct said interviews in a manner consistent with the methods sanctioned by the National Center for the Prosecution of Child Abuse. Videotaped interviews of child victims conducted pursuant to this Agreement shall be conducted only by a specially trained professional.

SANE Examinations

The Hunt County Sheriff may make a request to RAHI for a Sexual Abuse Nurse Examiner (SANE) to perform the following services:

1. Conduct SANE exams of children ages 0-17 who are alleged victims of sexual assault;
2. Conduct SANE exams of victims of sexual assault; and
3. Conduct forensic exams of alleged perpetrators of sexual assault.

The SANE shall conduct all examinations in a manner consistent with methods sanctioned by the National Sexual Abuse Nurse Examiner program. The SANE shall be licensed by the State of Texas as a Registered Nurse and certified as a Sexual Abuse Nurse Examiner.

The Hunt County Sheriff shall reimburse RAHI for all reasonable costs associated with the foregoing examinations in an amount not to exceed the maximum Crime Victim's Compensation Reimbursement for Sexual Assault Examinations in effect at the time of the exam is performed, plus an overhead charge not to exceed *Fifteen dollars (\$15.00)* per examination. RAHI shall submit to the County a descriptive itemized statement signed by the SANE for costs associated with the SANE examination, a Uniform Billing form (UB-92) for facility charges if needed, and any other reasonable documentation necessary for the Hunt County Sheriff to complete the Application for Reimbursement for submission to the Office of the Attorney General of Texas.

II.

The investigating officer shall provide the sexual assault examination ("rape") kit for acute SANE exams performed and blank videotapes for forensic interviews performed.

All sexual assault examination and forensic evidence collected by the SANE shall be signed over to the investigating officer immediately upon completion of the examination and will not be kept on RAHI premises.

Videotaped interviews and accompanying drawings are given to the investigating officer upon completion of the interview. Videotapes will not be kept on RAHI premises.

All parties shall utilize proper procedures to maintain chain of custody for evidence.

RAHI shall be the owner of all equipment and materials kept or maintained at RAHI premises.

III.

This Agreement is contingent upon the availability and appropriation of sufficient funds by the County.

Except as specifically addressed herein, mileage and travel time shall not be charged or reimbursed.

Notice of any cancellation or change to a scheduled forensic interview or SANE examination by the Hunt County Sheriff or Hunt County Criminal District Attorney may be given by telephone to the forensic interviewer or SANE at least four (4) hours prior to the time scheduled for the interview or examination, or in writing to RAHI, at least 72 hours prior to the time scheduled for the interview or examination. However, where notice is provided less than 4 hours before the scheduled appointment, the County shall reimburse RAHI for actual costs paid to a practitioner by RAHI not to exceed *One hundred twenty-five dollars (\$125.00)*.

RAHI shall submit a statement of costs pursuant to this Agreement to the Hunt County Auditor at Courthouse, Greenville, Texas 75401 within fourteen (14) days of receiving the forensic interview or examination invoice.

RAHI is under no obligation to any other party to this Agreement to account for any overhead charges collected.

Any notice permitted or required to be given to RAHI by the County hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the Executive Director at the following address: Rockwall Area Healthcare, Inc., 102 S. First St., Rockwall, TX 75087.

Any notice permitted or required to be given to the County by RAHI hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the Hunt County Criminal District Attorney at the following address: P.O. Box 441, GREENVILLE, TX 75403-0441

IV.

RAHI shall require the forensic interviewer and SANE performing any obligation under this agreement, to obtain and maintain in full force and effect malpractice insurance coverage of no less than \$1,000,000/\$3,000,000.

RAHI shall maintain comprehensive premises liability insurance covering any accident or injury caused by or during the performance of a forensic interview or SANE examination on the premises of RAHI or Rockwall County Helping Hands.

Appropriate evidence of insurance coverage shall be provided, upon request, to any party to this Agreement.

RAHI agrees to hold the County harmless for any alleged acts of negligence that result in legal action relating to the County's conduct in any forensic interview, SANE examination, other related conduct related to the performance of this Agreement, to the extent permitted by law.

The County agrees to hold RAHI and Helping Hands harmless for any alleged acts that result in legal action relating to the RAHI's conduct in any forensic interview, SANE examination, or related service provided by RAHI, to the extent permitted by law.

The County has been advised and is aware that RAHI is providing the facilities, equipment and practitioners to conduct the forensic interviews and SANE examinations as a benefit to the community and, in this regard, it is expressly agreed that RAHI shall have no liability for its failure to provide these services for the County.

V.

It is understood that the practitioners performing the obligations under this agreement are not employees of the County, that no wages are being paid to the practitioners by the County, and that no employment benefits will be provided by the County, including but not limited to health or life insurance, holiday pay, maternity leave or pay, and sick leave pay.

The services herein required shall be performed by the practitioners without supervision, management, direction and control by the County, the County being interested only in the result obtained.

VI.

Notwithstanding the above, either the County or RAHI may terminate this Agreement, without any cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of the termination, RAHI shall submit all statements for costs in the manner set out for payment of costs.

VII.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect without a subsequent modification in writing signed by all the parties. This agreement shall be binding and effective only if and when it has been signed by both parties below the word "APPROVED."

EXECUTED in duplicate originals on this the 26 day of January, 2003.

APPROVED:

HUNT COUNTY

By

Jon A. Bott, County Judge

ROCKWALL AREA HEALTHCARE, INC.

By

Margo Nielsen
Margo Nielsen, Executive Director

Attachment: Auditor's Certification of Funds

01/23/04 10:44:52

CNA SURETY->

9034543608 CNA Surety

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Western Surety Company

MAINTENANCE BOND

Bond Number: 69648526

FILED FOR RECORD
JAN 26 2004
at 4 o'clock
By County Clerk LINDA BROOKS
Hunt County, Tex.

KNOW ALL PERSONS BY THESE PRESENTS, That we Michael Heine and Bobby J. Adams

_____ of
26108 Poplar St., Greenville, TX 75402, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Hunt County Judge

of 2500 Leest, Greenville, TX 75401, hereinafter

referred to as the Oblige, in the sum of Fifty Thousand and 00/100

Dollars (\$ 50,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Hunt County Judge

_____ dated

01/23/2004, for Maintenance Bond On Rural Road in

Subdivision

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on January 23, 2004

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year(s) from and after January 23, 2004 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of January, 2004.

Michael Heine and Bobby J. Adams

(Principal)

By Michael Heine (Seal)

Western Surety Company

(Surety)

By Wayne Galyean (Seal)

Wayne Galyean Attorney-in-Fact

01/23/04 10:44:23

CNA SURETY->

9034543608 CNA Surety

Page 002

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 69648526

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Wayne Galyean

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael Heine and Bobby J. Adams

Obligee: Hunt County Judge

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 1, 2004, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 23rd day of January, 2004.

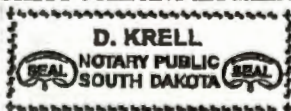


WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of January, in the year 2004, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2006

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 23rd day of January, 2004.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

01/23/04 10:45:10

CNA SURETY->

9034543608 CNA Surety

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STATE OF Texas }
COUNTY OF Hunt } ss
ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

On this 23rd day of January, 2004, before me, a notary public in and for said County, personally appeared Wayne Galyean to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Wayne Galyean acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Greenville, Texas, the day and year last above written.

My commission expires 3-4-04

Carol Burton

Notary Public

