

FILED FOR RECORD  
IN MY OFFICE

AT 9:55 O'CLOCK A M

JUL 08 2004

MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Clay Jones* DEPUTY

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

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 12<sup>TH</sup> DAY OF JULY, 2004, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

**OPEN MEETING:**

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

**PERSONNEL**

- a. To record the employment of Christy Campbell as Hot Check Coordinator in the Panola County Criminal District Attorney's office effective June 28, 2004 at the rate of \$8.50 per hour; with an increase to \$9.50 per hour effective September 28, 2004 upon successful completion of probation period.
- b. To record the resignation of Linda Etheredge as Civil Secretary for the Panola County Sheriff's Department effective July 9, 2004.

**ROAD & BRIDGE**

- a. To approve and record a request by the City of Carthage to cross under Panola County Road #402 with a 1" (one inch) line.
- b. To approve and record a request by RCL Construction to cross under Panola County Road #1832 with a 1" purple effluent pipe line.
- c. To approve and record a request by American Central Eastern Texas Gas Co. to cross under Panola County Road #304 with a 12" steel pipe (North Loop Line to Beckville Plant) line.
- d. To approve and record a request by American Central Eastern Texas Gas Co. to cross under Panola County Roads #325 and #326 with a 12" steel pipe (Total South Bethany Low Pressure Main Line) line.
- e. To accept and record a donation from Devon Energy of SB2 for Panola County Road #121.

**MISCELLANEOUS**

- a. To approve minutes of Commissioners' Court meetings held during the month of June, 2004.
- b. To record copy of V. G. Young Institute of County Government's Continuing Education Certificate; and Texas Association of Counties' Investment Training Certificate for Panola County Treasurer Gloria Portman.
- c. To approve and record Panola County Treasurer's Investment Report for the 2<sup>nd</sup> Quarter 2004.
- d. To approve and record Panola County Treasurer's Fourth Quarter Report for 2003.
- e. To approve and record Panola County Treasurer's First Quarter Report for 2004.

**REQUESTS FOR CONFERENCE ATTENDANCE**

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Treasurer Gloria Portman.
5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
6. To open sealed bids for the purchase of two (2) tractors for the Panola County Road and Bridge Department. Bid may be awarded at a future meeting of the Court.

7. In accordance with the Property Tax Code, to officially appoint Jean Whiteside as Panola County's representative to calculate and publish the unit's effective and rollback tax rate schedules for tax roll year 2004. (Property Tax Code 26.04)
8. To appoint all Election Judges and Alternate Election Judges for a one year period commencing August 1, 2004. (V.T.C.A. Election Code, Section 32.002)
9. To authorize the County Judge to submit a request for economic development funds forfeited by Deep East Texas Electric Coop and other electric coops as unclaimed capital credits.
10. To discuss and act upon approving an increase in salary from \$9.15 per hour to \$10.71 per hour for Lanny Kiper, Truck Driver with the Panola County Road and Bridge Department, effective July 13, 2004.
11. To discuss and act upon approving a proposal from C.C.I., Inc. Security Alarm and CCTV Systems for Emergency Alarm System for offices located in the Courthouse and Judicial Center.
12. To discuss and act upon authorizing the County Auditor to advertise for sealed proposals for installation of high-speed internet network for offices within the Courthouse, Judicial Center and/or other county offices. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas 75633. Proposals will be opened at a Regular Session of the Court scheduled for August 9, 2004 at 9:00 o'clock a.m.
13. To discuss and act upon the imposition of extra fees on vehicle registrations in Panola County.
14. To approve submission of County Maintained Road Mileage Certification to the Texas Department of Transportation.

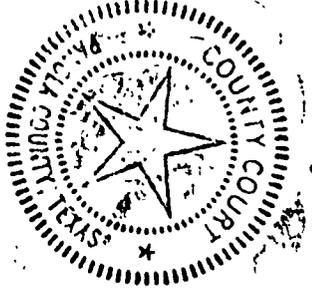
#### ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8<sup>TH</sup> DAY OF JULY, 2004 AT 9:25 O'CLOCK A.M.



Mickey Dorman  
MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Clara Jones, Deputy

I, MICKEY DORMAN, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 8<sup>TH</sup> DAY OF JULY, 2004 AT 9:55 O'CLOCK A.M.



Mickey Dorman  
MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Clara Jones, Deputy

AUG 9 2004

The State of Texas  
County of PanolaMICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXASBY Mickey Dorman DEPUTY

On this the 12th day of July A.D. 2004, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct No. 1
Douglas M. Cotton	Commissioner, Precinct No. 2
Hermon E. Reed, Jr.	Commissioner, Precinct No. 3
Dale LaGrone	Commissioner, Precinct No. 4

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

## OPEN MEETING:

## 1. CITIZEN COMMENTS:

Mr. Austin Pennington questioned members of the Court about the condition of the roof of the National Guard building. Judge Anderson replied that proposals for repair to the roof will be presented at the July 26th meeting of the Court.

## 2. COMMISSIONERS' REPORTS:

Commissioner Ronnie LaGrone reported that he had received a letter from TXDOT Aviation regarding some safety issues at the airport. The lights have been deemed to be 1/2" too far from the runway and there are a few other matters. The RAMP program will be utilized to correct these when possible. He needs to consult with Airport Manager Joseph Foster in order to give a complete rundown of what the County is facing in the matter.

## 3. COUNTY JUDGE'S REPORT:

Judge Anderson reported that the handrail projects at the library and the juvenile probation office have been completed and have been deemed in compliance with Texas Accessibility Standards.

## 4. CONSENT ITEMS:

## PERSONNEL

- ✓ a. To record the employment of Christy Campbell as Hot Check Coordinator in the Panola County District Attorney's office effective June 28, 2004 at the rate of \$8.50 per hour; with an increase to \$9.50 per hour effective September 28, 2004 upon the successful completion of her probation period.
- ✓ b. To record the resignation of Linda Etheredge as Civil Secretary for the Panola County Sheriff's Department effective July 9, 2004.

## ROAD &amp; BRIDGE

- ✓ a. To approve and record a request by the City of Carthage to cross under Panola County Road #402 with a 1" (one inch) line.

- ✓ b. To approve and record a request by RCL Construction to cross under Panola County Road #1832 with a 1" purple effluent pipe line.
- ✓ c. To approve and record a request by American Central Eastern Texas Gas Co. to cross under Panola County Road #304 with a 12" steel pipe (North Loop Line to Beckville Plant) line.
- ✓ d. To approve and record a request by American Central Eastern Texas Gas Co. to cross under Panola County Roads #325 and #326 with a 12" steel pipe (Total South Bethany Low Pressure Main Line) line.
- ✓ e. To accept and record a donation from Devon Energy of SB2 for Panola County Road #121.

#### MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of June, 2004.
- ✓ b. To record copy of V.G. Young Institute of County Government's Continuing Education Certificate and Texas Association of Counties' Investment Education Certificate for Panola County Treasurer Gloria Portman.
- ✓ c. To approve and record Panola County Treasurer's Investment Report for 2nd Quarter 2004.
- ✓ d. To approve and record Panola County Treasurer's Fourth Quarter Report for 2003.
- ✓ e. To approve and record Panola County Treasurer's First Quarter Report for 2004.

#### REQUESTS FOR CONFERENCE ATTENDANCE

- ✓ a. To approve and record a Request for Attendance at a Conference form(s) for Panola County Treasurer Gloria Portman.

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

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

- ✓ 5. Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve the Road & Bridge requisitions and to approve the payment of the current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE LIST OF BILLS ATTACHED.
- ✓ 6. Sealed bids were opened for the purchase of two (2) tractors for the Panola County Road and Bridge Department. Action was postponed until later in the meeting to give Road and Bridge Department Mechanic James Shires an opportunity to evaluate them.
- ✓ 7. Commissioner Cotton moved and Commissioner Ronnie LaGrone seconded the motion to officially appoint Jean Whiteside as Panola County's representative to calculate and publish the unit's effective and rollback tax rate schedules for tax roll year 2004 as provided by Property Tax Code 26.04. The motion passed unanimously.
- ✓ 8. Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to appoint all Election Judges and Alternate Judges for a one year period

commencing August 1, 2004 as provided in V.T.C.A. Election Code, Section 32.002. The motion passed unanimously. SEE LIST OF JUDGES AND ALTERNATE JUDGES ATTACHED.

- ✓9. Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to authorize the County Judge to submit a request for economic development funds forfeited by Deep East Texas Electric Coop and other electric coops as unclaimed capital credits. The motion passed unanimously. SEE COPY OF REQUEST ATTACHED.
- ✓10. After some discussion Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to approve an increase in salary from \$9.15 per hour to \$10.71 per hour for Lanny Kiper, Truck Driver with the Panola County Road and Bridge Department, effective July 13, 2004. The motion passed unanimously. SEE COPY OF REQUEST ATTACHED.
- ✓11. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to approve a proposal for C.C.I. Inc. Security Alarm and CCTV Systems for Emergency Alarm System for offices located in the Courthouse and Judicial Center with a link to the Panola County Sheriff's Department included. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.
- ✓12. After some discussion Commissioner Reed moved and Commissioner Ronnie LaGrone seconded the motion to authorize the County Auditor to advertise for sealed proposals for installation of a high-speed internet network for offices within the Courthouse, Judicial Center and/or other county offices. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas 75633. The proposals will be opened at a Regular Session of the Court scheduled for August 9, 2004 at 9:00 o'clock a.m. The motion passed unanimously. SEE COPY OF ADVERTISEMENT ATTACHED.
- ✓13. After some discussion Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to decline the adoption of the imposition of extra fees on vehicle registrations in Panola County. The motion passed unanimously.
- ✓14. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve the submission of the County Maintained Road Mileage Certification to the Texas Department of Transportation. It is for 610.275 miles. The motion passed unanimously. SEE COPY OF CERTIFICATION ATTACHED.
- ✓6. Commissioner Cotton moved and Commissioner Reed seconded the motion to award the bid for the two tractors to Carthage Tractor and Equipment as recommended by Road and Bridge Department Mechanic James Shires. It was the lowest dollar bid at a total of \$39,000.00. The motion passed unanimously. SEE COPY OF BIDS ATTACHED.

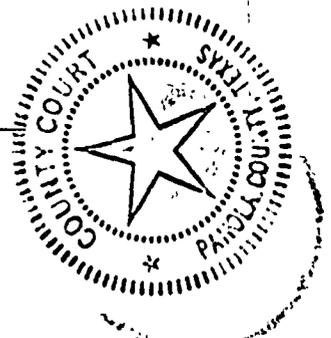
The meeting was then adjourned.

Dated this the 12th day of July, 2004.

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

ATTEST:

  
Mickey Dorman, County Clerk, Panola County, Texas



12 July 2004

9:00 am

Chelsea Liskman

Deana Henigan

Ashley Carter

Chelsea Hanna

Isme Thomas

Wendy Brinkley

Bonnie Bardwell

Tara Cecil

Demetra Slaughter

Jatind Walker

Witt Bowen

Whitney Bugg

Candler Johnson

Jamie Bonner

Jessie Burns

Megan Hinkle

Josh Bolwerk

W.D. Lynch

John W. Beland

Laura Shivers

L.B.H.

Erin M. Miller

Donna H. Hyle

Blake T. Pennington

# CONSENT

# ITEMS

**KEN HILL**  
*Assistant District Attorney*

**KEVIN JONES**  
*Criminal Investigator*



123rd JUDICIAL DISTRICT  
PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW  
PANOLA COUNTY, TEXAS

**DANNY BUCK DAVIDSON**  
*Criminal District Attorney*

June 28, 2004

David Anderson  
Panola County Judge  
Panola County Courthouse  
Carthage, Texas 75633

RE: Christy Campbell

Dear Judge Anderson:

Please allow this letter to serve as my notification to the Panola County Commissioner's Court and Panola County Treasurer's Officer that Christy Campbell will be replacing Wendi Nations as the Hot Check Coordinator, effective today.

Christy's pay will be \$8.50 per hour until September 28, 2004 at which time her pay will be increased to \$9.50 per hour upon her successful completion of the probation period.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Buck Davidson", written over a horizontal line.

Danny Buck Davidson

DBD:je

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



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

July 06, 2004

The Honorable David Anderson  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Anderson:

Please add the following amended request to the July 12, 2004 agenda scheduled Commissioner's meeting:

- 1) Record the resignation of Linda Etheredge as Civil Secretary for Panola County Sheriff's Office. Effective date is July 9, 2004.

Sincerely,

Jack Ellett  
Sheriff

JE/cs

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

do

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

City of Carthage Proposes to place a  
(COMPANY NAME)  
1" (one Inch) Line within the Right-of-Way  
(PIPE SIZE)

of County Road: 402 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 25 ft.

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

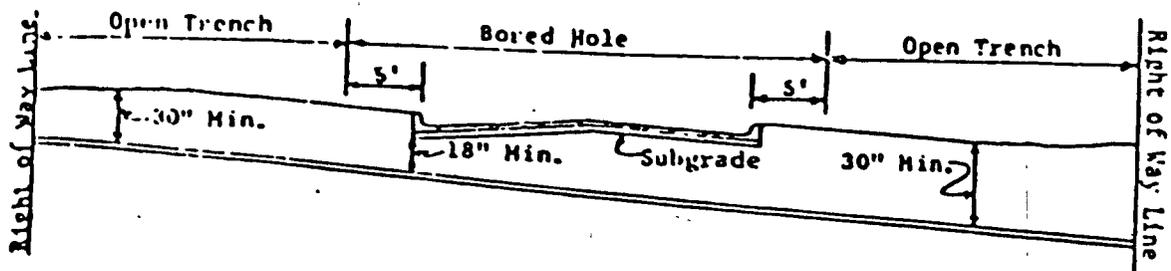
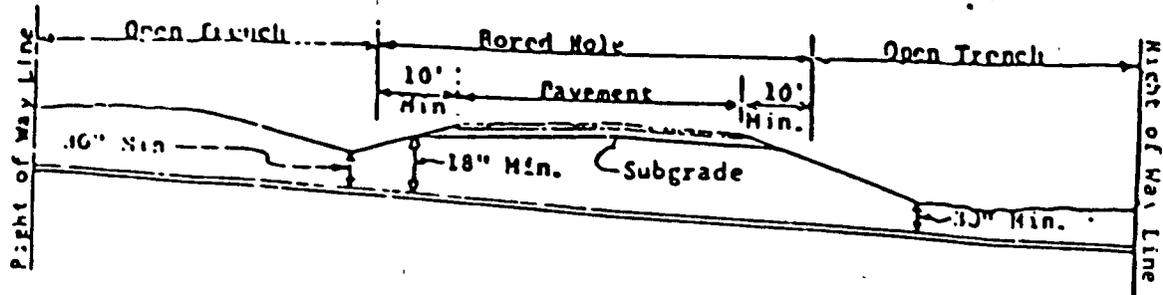
Construction of this line will begin on or after the 29 day of  
JUNE 2004.

FIRM: City of Carthage  
BY: Buddy Holloway  
TITLE: Water & Sewer Dept.  
ADDRESS: 812 West Panola ST  
PHONE: (903) 693-3868

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

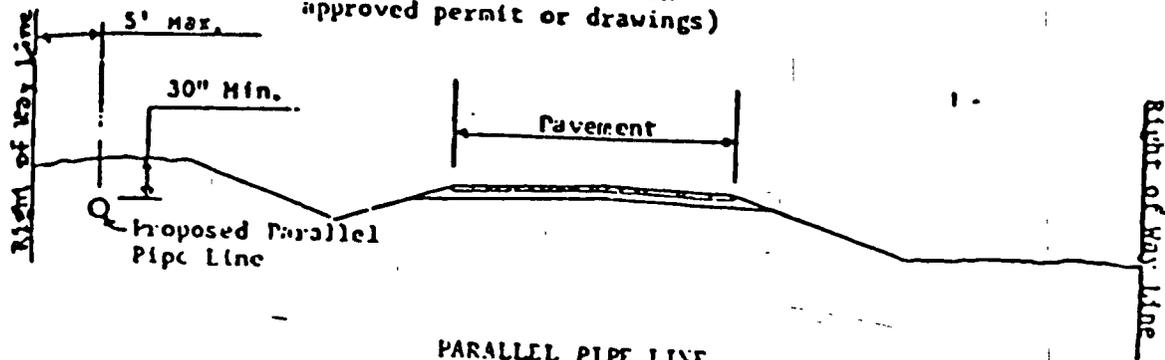
**GENERAL NOTE:** The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Exaction material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be remove from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operation. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.



PIPE LINE CROSSING

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

**APPROVAL**

July 12, 2004

TO: City of Carthage  
812 W. Panola  
Carthage, Texas 75633

RE. CR #402

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **1" (one inch)** line as shown by accompanying drawings and notice except as noted below:

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

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

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

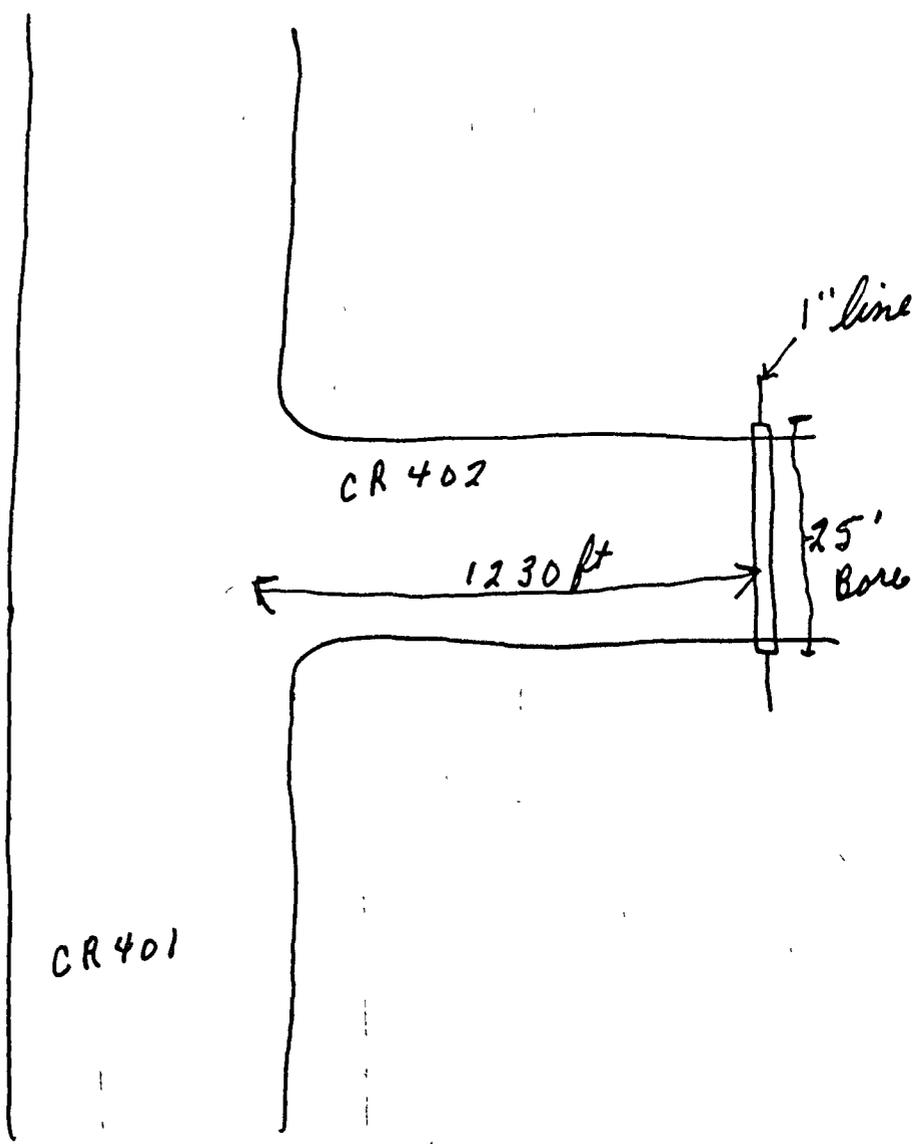
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in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

Approved:

  
COUNTY JUDGE

COMMISSIONERS:

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



NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

RCL Construction Proposes to place a  
(COMPANY NAME)  
1" Purple effluent pipe Line within the Right-of-Way  
(PIPE SIZE)

of County Road: 1832 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 20'.

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

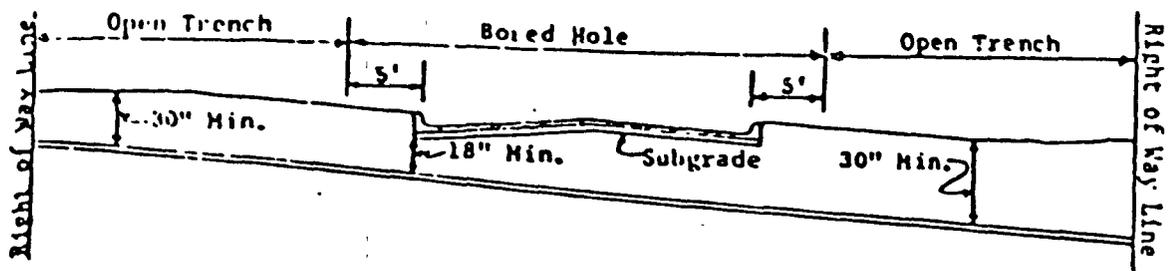
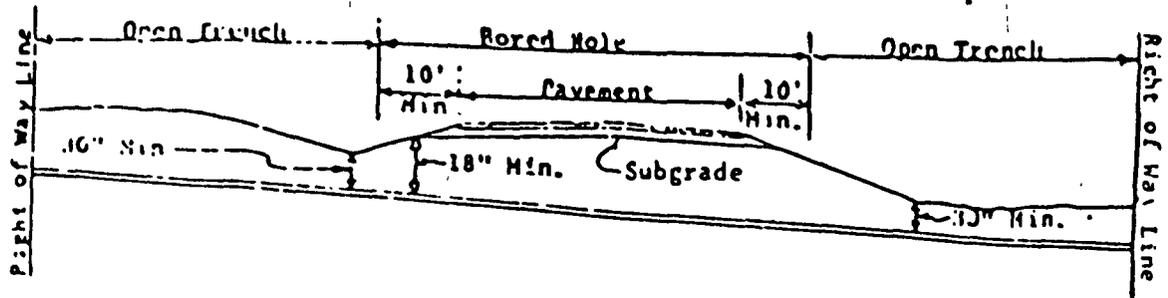
Construction of this line will begin on or after the \_\_\_\_\_ day of \_\_\_\_\_ 2004.

FIRM: RCL Construction  
BY: Rex Green  
TITLE: owner  
ADDRESS: PO Box 112  
Clanton, Tx 75637  
PHONE: (903) 898-2325  
cell (903) 692-2902

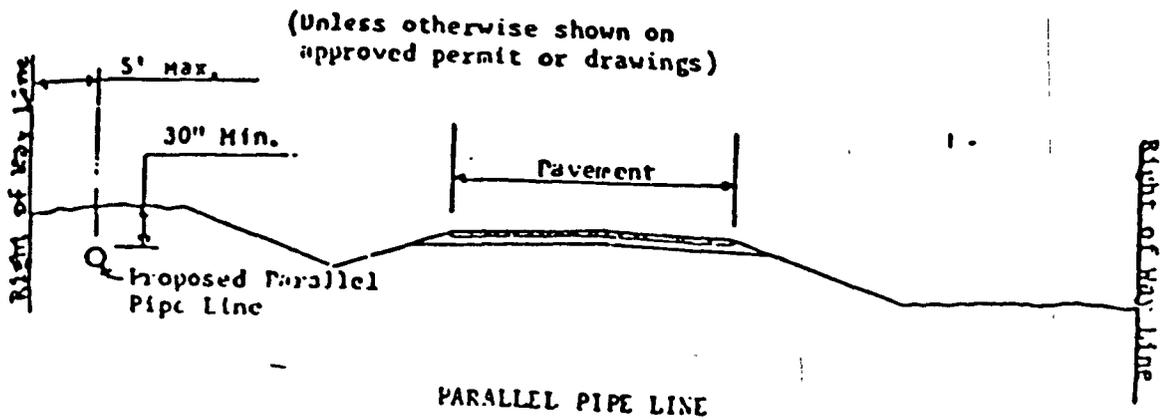
**SPECIAL SPECIFICATIONS  
FOR PIPE LINES CROSSING IN BORED HOLES  
AND PLACED PARALLEL TO COUNTY ROADS**

**GENERAL NOTE:** The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Exaction material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be remove from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operation. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.
6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.



PIPE LINE CROSSING



**APPROVAL**

July 12, 2004

TO: RCL Construction  
P. O. Box 112  
Clayton, Texas 75637

RE: CR #1832

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **1" purple effluent pipe** line as shown by accompanying drawings and notice except as noted below:

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

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

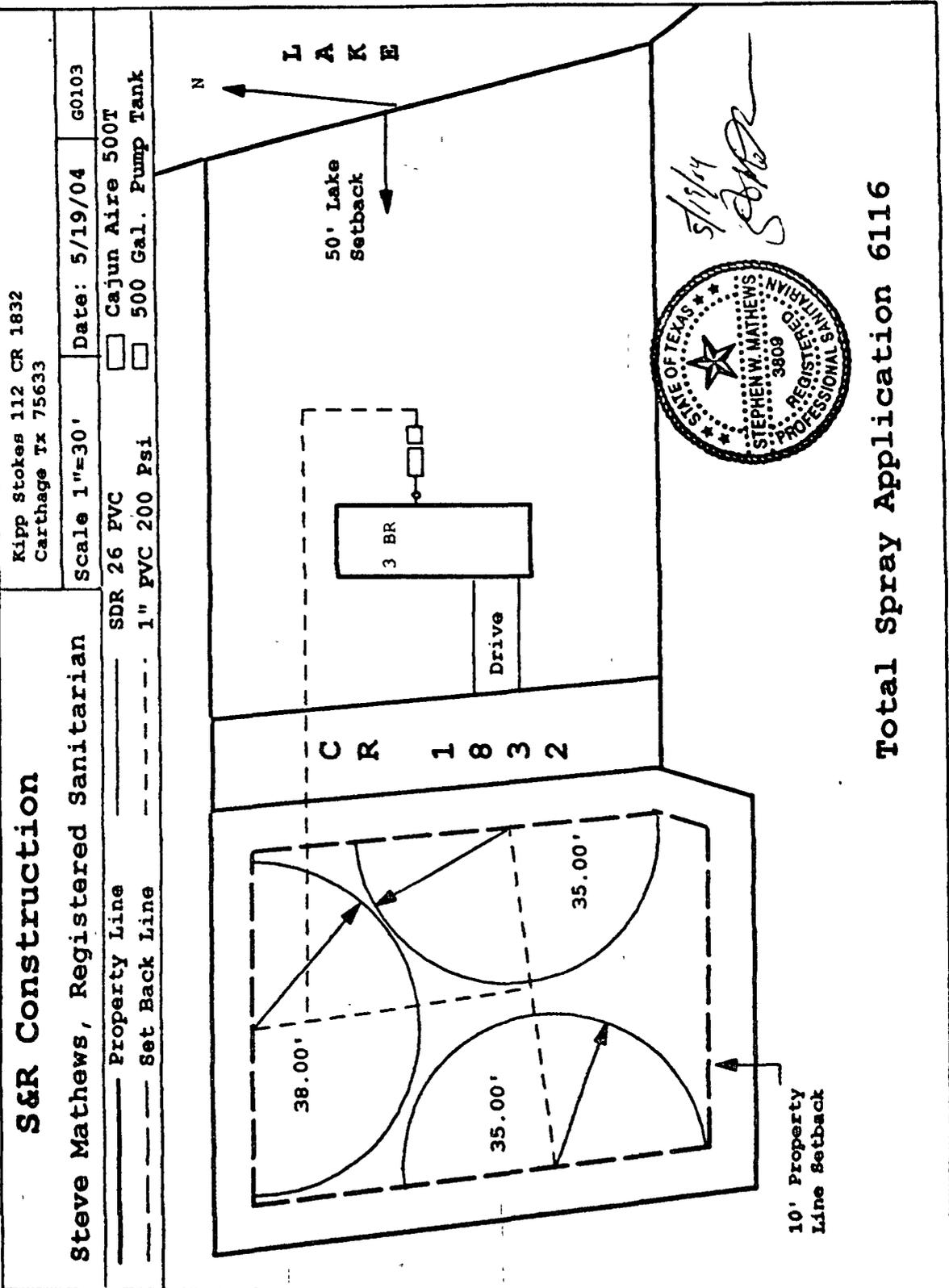
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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

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

Approved: *Dwight Anderson*  
COUNTY JUDGE

COMMISSIONERS:

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



**S&R Construction**  
 Steve Mathews, Registered Sanitarian

Kipp Stokes 112 CR 1832  
 Carthage Tx 75633

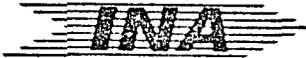
Scale 1"=30'      Date: 5/19/04      G0103

Property Line      SDR 26 PVC       Cajun Aire 500T

Set Back Line      1" PVC 200 Psi       500 Gal. Pump Tank



Total Spray Application 6116



INA Field Services, Inc.  
1616 E. Fairmont St.  
Longview, TX 75604

Office (903) 758-7111  
Fax (903) 758-1117  
Email ina@inafs.com

*Specializing in Land and Right of Way Acquisition*

June 25, 2004

Kathy Brown  
Panola County Commissioner's Office  
110 South Sycamore Street  
Carthage, TX 75633

Re: American Central Eastern Texas Gas Company, Limited Partnership  
Proposed 12" North Loop Line to Beckville Plant Main Line Pipeline, Panola County, Texas.  
Notice of Proposed Installation Pipe and / Or Utility Lines: CR 304

Dear Mrs. Brown:

Please find enclosed a set of Notices of Proposed Installation Pipe and / Or Utility Lines for American Central Eastern Texas Gas Company, Limited Partnership's proposed 12" North Loop Line to Beckville Plant Main Line Pipeline. This pipeline will cross County Road 304 in Panola County, Texas.

American Central Eastern Texas Gas Company, Limited Partnership plans to begin construction of the pipeline on or after June 30, 2004 and requests verbal permission from the Panola County Commissioner's Court to begin construction on the road crossings while the Notices of Proposed Installation Pipe and/Or Utility Lines are formally submitted in the next County Commissioner's Court Meeting for review and approval.

American Central will construct the pipeline crossings by boring under each county road at a depth not less than 36" below the drainage ditch and approximately 50 feet in length for each crossing. Additionally, all work on and around the county right-of-way shall be performed in accordance with the county's requirements as set forth in the permit.

Attached is a section from the pipeline map showing the proposed crossing.

The Pipeline Specifications are:  
12.750" O.D. X .281 heavy wall pipe, uncased  
API-5L X52 ERW Pipe  
Using a Fusion Bonded Epoxy Coating  
Maximum Allowable Operating Pressure: 1,154 psi  
Minimum Test Pressure: 1,713 psi  
Normal Operating Pressure: 75-100 psi

Please forward the approved permits and fax verbal permission to:

American Central Eastern Texas Gas Co.  
C/o: INA Field Services, Inc.  
1616 East Fairmont Street  
Longview, Texas 75604  
903-758-7111 (phone) 903-758-1117 (fax)

Sincerely,

Mark Nelson  
Independent Right-of-Way Agent  
for American Central Eastern Texas Gas Company, LP

cc: Mr. Jack Dunnavant, American Central Eastern Texas Gas Company, LP

NOTICE OF PROPOSED INSTALLATION  
PIPE AND / OR UTILITY LINES

DATE June 25, 2004

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

American Central Eastern Texas Gas Company, Limited Partnership proposes to place a  
(COMPANY NAME)

12" steel pipe (North Loop Line to Beckville Plant) line within the Right-of-Way of  
(PIPE SIZE)

County Road: CR 304 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring approx. 50 feet each crossing, total length of line in Panola County, Texas.

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

Construction of this line will begin on or after the:

30th day of June, 2004.

FIRM: American Central Eastern Texas Gas Co., LP

BY: Jack Dunnavant

TITLE: Construction Superintendent

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: (903)694-2225 (OF) (903)694-2450 (FAX)

## APPROVAL

July 12, 2004

TO: American Central Eastern Texas Gas Co.  
c/o INA Field Services, Inc.  
1616 East Fairmont Street  
Longview, Texas 75604

RE: CR #304

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 12" steel pipe line as shown by accompanying drawings and notice except as noted below:

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

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

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

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

Approved: 

COUNTY JUDGE

COMMISSIONERS:

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

RESIDL  
EMILY

VC

TRACT 006  
CALLED 15.34 ACRES  
EMILY HUDSON WHITAKER  
TO  
A.B. WHITAKER  
VOL. 932, PG. 358  
O.D.R.P.C.T.

RRY SURVEY  
99

STATE HIGHWAY 59

C.R. 203

MOBILE HOME  
Sta. 167-52.75

Sta. 0+89.74

TRACT 002  
CALLED 0.742 AC.  
S HAROLD MONROE, ET UX  
TO  
BRENT D. MONROE  
VOL. 845, PG. 775  
O.D.R.P.C.T.

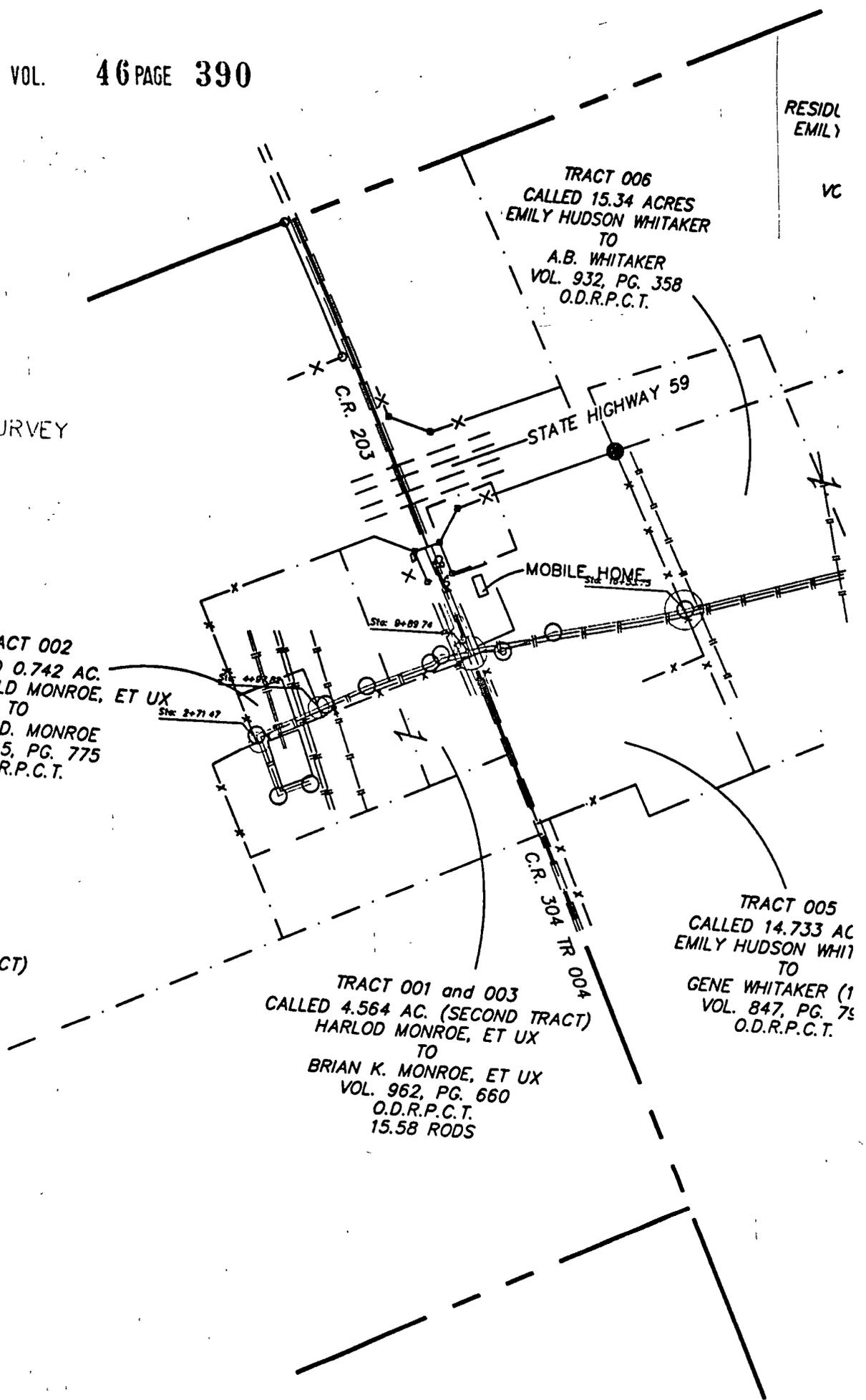
Sta. 2+71.47

003  
(1ST TRACT)  
ET UX  
ET UX  
160

TRACT 001 and 003  
CALLED 4.564 AC. (SECOND TRACT)  
HARLOD MONROE, ET UX  
TO  
BRIAN K. MONROE, ET UX  
VOL. 962, PG. 660  
O.D.R.P.C.T.  
15.58 RODS

C.R. 304 TR 004

TRACT 005  
CALLED 14.733 AC  
EMILY HUDSON WHI  
TO  
GENE WHITAKER (1  
VOL. 847, PG. 75  
O.D.R.P.C.T.





*Specializing in Land and Right of Way Acquisition*

June 25, 2004

Kathy Brown  
Panola County Commissioner's Office  
110 South Sycamore Street  
Carthage, TX 75633

Re: American Central Eastern Texas Gas Company, Limited Partnership  
Proposed Total South Bethany Low Pressure 12" Main Line Pipeline, Panola County, Texas.  
Notice of Proposed Installation Pipe and / Or Utility Lines: CR 325, CR 326

Dear Mrs. Brown:

Please find enclosed two sets of Notices of Proposed Installation Pipe and / Or Utility Lines for American Central Eastern Texas Gas Company, Limited Partnership's proposed Total South Bethany Low Pressure 12" Main Line Pipeline. This pipeline will cross County Road 325 and County Road 326 in Panola County, Texas.

American Central Eastern Texas Gas Company, Limited Partnership plans to begin construction of the pipeline on or after June 30, 2004 and requests verbal permission from the Panola County Commissioner's Court to begin construction on the road crossings while the Notices of Proposed Installation Pipe and/Or Utility Lines are formally submitted in the next County Commissioner's Court Meeting for review and approval.

American Central will construct the pipeline crossings by boring under each county road at a depth not less than 36" below the drainage ditch and approximately 50 feet in length for each crossing. Additionally, all work on and around the county right-of-way shall be performed in accordance with the county's requirements as set forth in the permit.

Attached are sections from the pipeline map showing each proposed crossing.

The Pipeline Specifications are:  
12.750" O.D. X .281 heavy wall pipe, uncased  
API-5L X52 ERW Pipe  
Using a Fusion Bonded Epoxy Coating  
Maximum Allowable Operating Pressure: 1,154 psi  
Minimum Test Pressure: 1,713 psi  
Normal Operating Pressure: 75-100 psi

Please forward the approved permits and fax verbal permission to: American Central Eastern Texas Gas Co.  
C/o: INA Field Services, Inc.  
1616 East Fairmont Street  
Longview, Texas 75604  
903-758-7111 (phone) 903-758-1117 (fax)

Sincerely,

  
Mark Nelson  
Independent Right-of-Way Agent  
for American Central Eastern Texas Gas Company, LP

cc: Mr. Jack Dunnivant, American Central Eastern Texas Gas Company, LP

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

DATE June 25, 2004

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

American Central Eastern Texas Gas Company, Limited Partnership proposes to place a  
(COMPANY NAME)

12" steel pipe (Total South Bethany Low Pressure Main Line) line within the Right-of-Way of  
(PIPE SIZE)

County Road: CR 325, CR 326 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring approx. 50 feet each crossing, total length of line in Panola County, Texas.

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

Construction of this line will begin on or after the:

30th day of June, 2004.

FIRM: American Central Eastern Texas Gas Co., LP

BY: Jack Dunnivant

TITLE: Construction Superintendent

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: (903)694-2225 (OF) (903)694-2450 (FAX)

## APPROVAL

July 12, 2004

TO: American Central Eastern Texas Gas Co.  
c/o INA Field Services, Inc.  
1616 East Fairmont Street  
Longview, Texas 75604

RE: CR #325 & #326

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **12" steel pipe** line as shown by accompanying drawings and notice except as noted below:

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

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

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

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

Approved:

  
COUNTY JUDGE

## COMMISSIONERS:

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

CRES  
(SECOND TRACT)  
AL TO  
PER  
470

MESSER FAIN  
A-202

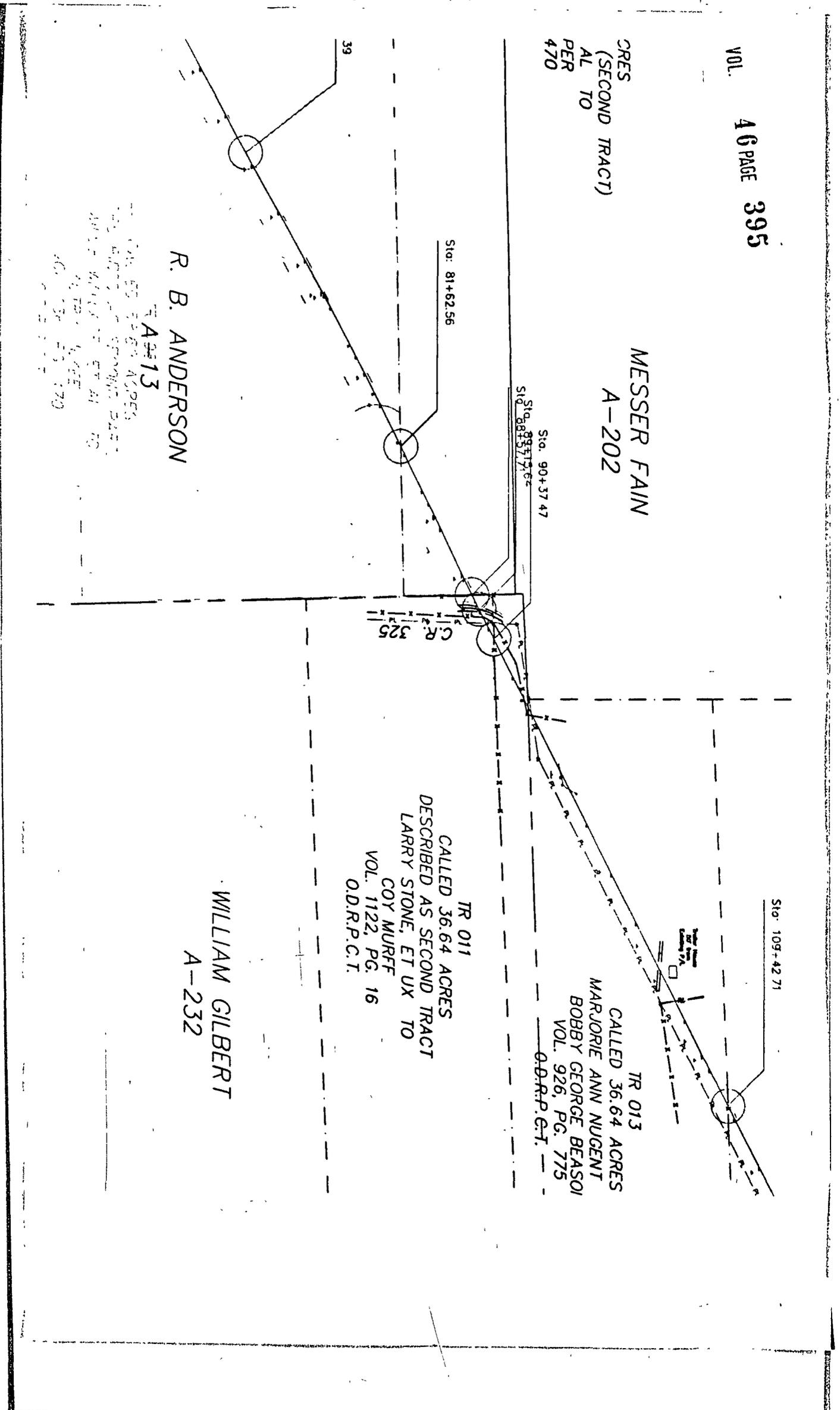
R. B. ANDERSON  
T A-13

THE CARLSON TRACT 36.64 ACRES  
TO BE DIVIDED INTO SEVEN LOTS  
AND TO BE CONVEYED TO  
ANDREW ANDREW ET AL TO  
BY DEED DATED 1/27/20  
VOL. 138 PG. 170

TR 011  
CALLED 36.64 ACRES  
DESCRIBED AS SECOND TRACT  
LARRY STONE, ET UX TO  
COY MURFF  
VOL. 1122, PG. 16  
O.D.R.P.C.T.

WILLIAM GILBERT  
A-232

TR 013  
CALLED 36.64 ACRES  
MARJORIE ANN NUGENT  
BOBBY GEORGE BEASOLI  
VOL. 926, PG. 775  
O.D.R.P.C.T.



VOL. 46 PAGE 396

JAMES HALLMARK  
A-312

TR 003  
CALLED 150.00 ACRES  
DON HAGLE  
VOL. 981, PG. 184  
O.D.R.P.C.T.

IR 006  
CALLED 19-3/4 ACRES  
CAROLYN MITCHELL TANKXLEY, ET AL TO  
JOHN L. MITCHELL  
VOL. 1106, PG. 617  
O.D.R.P.C.T.

TR 004  
CALLED 2.000 ACRES  
WENDELL R. SIMS, ET UX  
VOL. 1154, PG. 607  
O.D.R.P.C.T.

CALLED 18.386  
DONNA OSBORNE KOONC  
DANNY FOLEY, I  
VOL. 702, PG.  
O.D.R.P.C.T.

Sic: 35+63.03

Sic: 39+30.39

Sic: 42+27.83

C.R. 326

Sic: 51+04.89

Sic: 69

79

ALL RIGHTS RESERVED  
BY THE  
STATE OF MISSISSIPPI  
DEPARTMENT OF REVENUE  
AND TAXATION  
JAN 19 1989

Donation

Date 7-8-04

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

\$ \_\_\_\_\_ and/or

material of the following type and amount SB 2 as needed

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 121, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

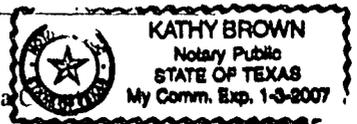
Sal Johnson Commissioner, Precinct# 4

Sworn and subscribed to this 8<sup>th</sup> day of July, 2004

Kathy Brown, Notary Public, State of Texas, My commission expires 01-03-07

(Panola County Commissioners' Court use only)

This item was accepted / ~~disapproved (strike one)~~ at a meeting of the Panola Commissioners' Court on this 12<sup>th</sup> day of July, 2004.  
County Judge David L. Anderson





**GLORIA PORTMAN**  
PANOLA COUNTY TREASURER  
PANOLA COUNTY COURTHOUSE - ROOM 212  
CARTHAGE, TEXAS 75633  
903 693-0325

**JUNE 28, 2004**

**HONORABLE DAVID ANDERSON, COUNTY JUDGE  
AND THE HONORABLE COMMISSIONERS' COURT  
PANOLA COUNTY, TEXAS**

**GENTLEMEN:**

**PLEASE RECEIVE AND RECORD IN THE MINUTES OF THE COMMISSIONERS'  
COURT THE ATTACHMENTS:**

**COPY OF CONTINUING EDUCATION UNITS FOR SATISFACTORY  
COMPLETION OF 20 HOURS OF ORGANIZED INSTRUCTION AT  
THE 32<sup>ND</sup> ANNUAL COUNTY TREASURERS' CONTINUING  
EDUCATION SEMINAR.**

**COPY OF CERTIFICATES INDICATING A TOTAL OF 10 HOURS OF  
COMPLETION OF INVESTMENT TRAINING PURSUANT TO THE  
PUBLIC FUNDS INVESTMENT ACT - FROM THE V. G. YOUNG  
INSTITUTE OF COUNTY GOVERNMENT AND FROM THE TEXAS  
ASSOCIATION OF COUNTIES.**

**THANK YOU VERY MUCH.**

**SINCERELY,**

  
**GLORIA PORTMAN**

**ATTACHMENTS**

# Texas A&M University

Office of Continuing Education  
certifies that

**Gloria Portman**

has earned **2** Continuing Education Unit(s)  
for satisfactory completion of **20** hours  
of organized instruction in

**32nd Annual County Treasurers' Continuing Education Seminar**

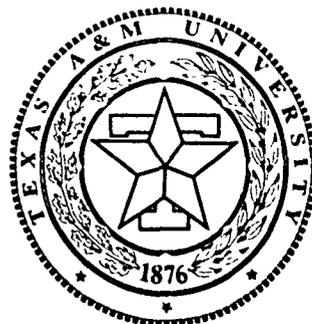
**April 5, 2004 - April 8, 2004**

**V.G. Young Institute of County Government**

*Richard D. Argy*  
\_\_\_\_\_  
Activity Director

*Elizabeth Tebeaut*  
\_\_\_\_\_  
Office of Continuing Education

**May 4, 2004**  
\_\_\_\_\_  
Date



**COPY**



The V.G. Young Institute of County Government  
Certifies that

*Gloria Portman*

*Participated in the 32nd Annual County  
Treasurers' Continuing Education Seminar*

*Sponsored in cooperation with  
The County Treasurers' Association of Texas  
& The Office of Continuing/Distance Education, Texas A&M University*

*Richard S.*

Director, V.G. Young Institute of County Government

*Charles P. Davis*

Director, Texas Cooperative Extension

*Donna Kelly*

President, Treasurers' Association of Texas

**COPY**

Texas Association of Counties

*Certificate of Attendance  
presented to*

# Hon. Gloria R. Portman

## Panola County

*for completion of 4 hours of instruction specific to the statutory requirements of the Texas Government*

*Code Chapter 2256.008 of the Public Funds Investment Act*

**2004 Public Funds Investment Act/County Investment Officer Training**

*in conjunction with*

**32<sup>nd</sup> Annual Treasurers Continuing Education Seminars**

*April 5, 2004 • College Station, Texas*

*Mickey D. West*

*Mickey West, President*

*Sam D. Seale*

*Sam D. Seale, Executive Director*



The V.G. Young Institute of County Government

*Certifies That*

**Gloria Portman**

*attended 6 hours of investment training pursuant to the  
PUBLIC FUNDS INVESTMENT ACT as part of the*

**32<sup>nd</sup> Annual County Treasurers' Continuing Education  
Seminar**

Sponsored in cooperation with  
The County Treasurers' Association of Texas & The Office of Continuing/Distance Education, Texas A&M University

*Richard O. [Signature]*

Director, V.G. Young Institute of County Government

*Charles P. [Signature]*

Director, Texas Cooperative Extension

*Donna [Signature]*

President, County Treasurers' Association of Texas

**COPY**

COPY

*Texas Association of Counties*

*Certificate of Attendance  
presented to*

*Gloria Portman  
Panola County*

*for completion of 10 hours of instruction  
specific to the statutory requirements of the  
Texas Government Code Chapter 2256.008 of the Public Funds Investment Act*

*2004 CFO/DFIA Training*

*in conjunction with the 32<sup>nd</sup> Annual Treasurers Conference  
April 6-8, 2004 • College Station, Texas*

*Mickey D. West*  
Mickey West, President

*Sam D. Seale*  
Sam D. Seale, Executive Director

PANOLA COUNTY INVESTMENT REPORT  
JUNE 30, 2004

INVESTMENTS AS OF MARCH 31, 2004

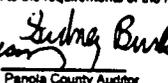
	Investments	Maturity Date	Interest Rate
Beginning Balance 3-31-04	23,400,000 00		
Maturing 4-13-04 (Purchased 1-9-04)			
Purchase of CD No 45702 on 4-13-04	-10,000,000 00		1.71%
General Fund - 5,400,000 00	9,800,000 00	7/13/2004	1.71%
Road & Bridge 800 000 00			
Special Fees - 75 000 00			
Special Fees - 30,000 00			
FM & Lateral Road - 330,000 00			
Road Bond 1971 - 126 000 00			
Payroll Taxes & Benefits - 32,600 00			
Old Probation - 5 400 00			
Permanent Improvement - 69 000 00			
Panola County Airport - 40 000 00			
Courthouse Expansion - 130 000 00			
Health Fund - 2 762 000 00			
Maturing 5-11-04 (Purchased 2-10-04)			
Purchase of CD No 45737 on 5-11-04	-8,700,000 00		1.71%
General Fund - 4 000 000 00	5,400,000 00	8/10/2004	1.71%
Road & Bridge - 1 010 000 00			
Special Fees - 40 000 00			
Special Fees - 30 000 00			
FM & Lateral Road - 100 000 00			
Road Bond 1971 - 66 000 00			
Payroll Taxes & Benefits - 17,300 00			
Old Probation - 2 700 00			
Permanent Improvement - 64 000 00			
Panola County Airport - 30 000 00			
Health Fund - 40 000 00			
Maturing 6-8-04 (Purchased 3-9-04)			
Purchase of CD No 45774 on 6-8-04	-8,700,000 00		1.71%
General Fund - 3 100 000 00	6 600,000 00	9/7/2004	1.71%
Road & Bridge - 2 330 000 00			
Special Fees - 41 000 00			
Special Fees - 20 000 00			
FM & Lateral Road - 510 000 00			
Road Bond 1971 - 40 000 00			
Payroll Taxes & Benefits - 239 000 00			
Adult Probation - 33 000 00			
Juvenile Probation - 41,000 00			
Juvenile Probation - 15 000 00			
Old Probation - 4 000 00			
Permanent Improvement - 38 000 00			
Panola County Airport - 39 000 00			
Health Fund - 115 000 00			
Courthouse Expansion - 35,000 00			

INVESTMENTS AS OF JUNE 30 2004

21,800,000 00

THE MARKET VALUE OF ALL INVESTMENTS IS THE SAME AS CARRYING VALUE.

To the best of our knowledge and belief, the transactions reflected in this investment report are in compliance with the investment policy of PANOLA COUNTY and conform to the requirements of the PUBLIC FUNDS INVESTMENT ACT

		
Panola County Judge	Panola County Auditor	Panola County Treasurer
<u>7-12-04</u>	<u>7-13-04</u>	<u>7-12-04</u>
Date	Date	Date

FILED FOR RECORD  
IN MY OFFICE

AT 11:30 O'CLOCK A M

JUL 13 2004

MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY  DEPUTY

FUND	BALANCE 09-30-03	RECEIPTS	DISBURSEMENTS	BALANCE 12-31-03
GENERAL	11,396,486 07	453,476 30	2,237,721 17	9,612,241 20
LAW LIBRARY	6,666 38	5,320 83	4,190 60	7,796 61
COURTHOUSE SECURITY	154,970 56	6,653 66	0 00	161,624 22
RECORDS MANAGEMENT	31,919 99	2,918 83	119 70	34,719 12
C/CLERK - RECORDS PRESERVATION	137,797 63	13,454 72	7,610 92	143,641 43
ARCHIVE FEE	0 00	8,359 00	0 00	8,359 00
JUSTICE COURT TECHNOLOGY	3,000 71	1,660 00	0 00	4,660 71
TAX A/C V I T INTEREST	5,088 37	758 18	165 93	5,680 60
ROAD & BRIDGE	3,805,904 69	168,453 19	822,182 29	3,152,175 59
FM & LATERAL ROAD	839,157 94	8,660 19	117,357 06	730,461 07
123RD JUDICIAL DISTRICT - ADULT PROBATION	142,960 84	229,921 49	268,760 49	104,121 84
123RD JUDICIAL DISTRICT - JUVENILE PROBATION	127,273 97	63,424 14	71,709 89	118,988 22
OLD PROBATION	12,007 22	80 35	0 00	12,087 57
HOT CHECK FEE FUND	70,958 51	8,035 63	6,836 59	72,157 55
SHERIFF OFFICE - STATE FORFEITURE	48,435 65	8,219 43	3,305 24	53,349 84
LAW ENFORCEMENT BLOCK GRANT	6,753 75	0 00	6,753 75	0 00
HOMELAND SECURITY GRANT FUND	0 00	11,998 09	11,998 09	0 00
DISTRICT ATTORNEY - FORFEITURE FUND	24,137 63	5,205 63	17,033 93	12,309 33
DISTRICT ATTORNEY - STATE APPORTIONMENT	13,803 82	26 50	13,723 55	106 77
CHILDREN'S PROTECTIVE SERVICES	17,294 99	1,525 28	2,289 59	16,530 68
PANOLA COUNTY HEALTH FUND	2,982,609 26	127,630 52	102,731 64	3,007,508 14
PANOLA COUNTY AIRPORT	178,594 52	22,748 60	11,731 16	189,611 96
ROAD BOND 1971	231,874 91	1,639 02	1,028 42	232,487 51
PERMANENT IMPROVEMENT	170,123 34	1,169 27	0 00	171,292 61
COURTHOUSE EXPANSION	395,453 53	12,375 29	0 00	407,828 82
PAYROLL TAXES & BENEFITS	1,011,074 31	1,533,785 88	974,177 98	1,570,682 21
941 CLEARING ACCOUNT	19 29	278,251 50	278,270 79	0 00
EMPLOYEE BENEFIT TRUST	46,318 68	99 30	0 00	46,417 98
PAYROLL	55 50	1,240,930 87	1,240,986 37	0 00
CRIMINAL JUSTICE	46,342 23	49,414 77	95,757 00	0 00
ADVANCED UNDIVIDED AD VALOREM TAX	0 21	8,600,000 00	0 00	8,600,000 21
<b>MEMORANDUM TOTAL ONLY</b>	<b>21,907,084 50</b>	<b>12,868,196 42</b>	<b>6,296,440 15</b>	<b>28,476,840 77</b>
<b>BALANCE REPRESENTED BY</b>				
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	1,429,909 64			
INVESTMENTS - FIRST STATE BANK & TRUST	27,500,000 00			
FUEL INVENTORY	7,266 37			
PLUS INTANGIBLE ROYALTY INTEREST	7,600 00			
PLUS CASH/CHANGE FUND	200 00			
PLUS RECEIVABLES	299,448 22			
LESS ACCRUALS & PAYABLES	(767,583 46)			
<b>BALANCE DECEMBER 31, 2003</b>	<b>28,476,840 77</b>			

We the undersigned County Judge and Commissioners in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 12th day of July 2004, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas

*[Signature]*  
County Judge

*[Signature]*  
Commissioner - Precinct No 1

*[Signature]*  
Commissioner - Precinct No 2

*[Signature]*  
Commissioner - Precinct No 3

*[Signature]*  
Commissioner - Precinct No 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 12th day of July A.D. 2004.

I Gloria Fortman, Certified County Treasurer of Panola County, certify that the above and foregoing report is true to the best of my knowledge.

*[Signature]*  
Certified County Treasurer

FILED FOR RECORD  
IN MY OFFICE  
AT 11:30 O'CLOCK A M

JUL 13 2004  
MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *[Signature]* DEPUTY

FUND	BALANCE 12-31-03	RECEIPTS	DISBURSEMENTS	BALANCE 03-31-04
GENERAL	9,612,241.20	6,090,964.48	1,312,966.82	14,390,239.06
LAW LIBRARY	7,796.61	2,581.33	961.30	9,416.64
COURTHOUSE SECURITY	181,624.22	4,254.30	0.00	185,878.52
RECORDS MANAGEMENT	34,719.12	1,956.36	0.00	36,675.48
C/CLERK - RECORDS PRESERVATION	143,641.43	5,700.58	3,585.00	145,757.01
ARCHIVE FEE	8,359.00	5,065.00	0.00	13,424.00
JUSTICE COURT TECHNOLOGY	4,660.71	2,692.00	0.00	7,352.71
TAX A/C V I T INTEREST	5,680.60	12.11	100.80	5,591.91
ROAD & BRIDGE	3,152,175.59	2,835,579.50	507,787.00	5,579,968.09
FM & LATERAL ROAD	730,461.07	303,715.79	43,477.26	990,699.60
123RD JUDICIAL DISTRICT - ADULT PROBATION	104,121.84	142,104.91	107,658.54	138,568.21
123RD JUDICIAL DISTRICT - JUVENILE PROBATION	118,988.22	46,113.22	35,014.85	130,086.59
OLD PROBATION	12,087.57	19.51	0.00	12,107.08
HOT CHECK FEE FUND	72,157.55	5,806.75	6,292.69	71,671.61
SHERIFF OFFICE - STATE FORFEITURE	53,349.84	303.72	6,364.34	47,289.22
LAW ENFORCEMENT BLOCK GRANT	0.00	0.00	0.00	0.00
HOMELAND SECURITY GRANT FUND	0.00	18,850.40	18,840.00	10.40
DISTRICT ATTORNEY - FORFEITURE FUND	12,309.33	21,917.05	1,472.48	32,753.90
DISTRICT ATTORNEY - STATE APPORTIONMENT	106.77	11,232.58	8,511.23	2,828.12
STATE LONGEVITY PAY SUPPLEMENT	0.00	361.40	257.59	103.81
CHILDREN'S PROTECTIVE SERVICES	16,530.66	465.23	135.00	16,860.89
PANOLA COUNTY HEALTH FUND	3,007,508.14	2,012.92	9,089.74	3,000,431.32
PANOLA COUNTY AIRPORT	189,811.96	14,207.70	10,361.71	193,457.95
ROAD BOND 1971	232,487.51	295.74	0.00	232,783.25
PERMANENT IMPROVEMENT	171,292.61	261.43	0.00	171,554.04
COURTHOUSE EXPANSION	407,828.82	1,053.86	54,353.39	354,529.29
PAYROLL TAXES & BENEFITS	1,570,682.21	196,593.75	787,397.69	979,878.27
941 CLEARING ACCOUNT	0.00	214,855.79	214,843.96	11.83
EMPLOYEE BENEFIT TRUST	46,417.98	93.41	0.00	46,511.39
PAYROLL	0.00	963,141.10	963,083.77	57.33
CRIMINAL JUSTICE	0.00	63,579.89	0.00	63,579.89
ADVANCED UNDIVIDED AD VALOREM TAX	8,600,000.21	0.01	8,600,000.00	0.22
<b>MEMORANDUM TOTAL ONLY</b>	<b>26,476,840.77</b>	<b>11,055,791.82</b>	<b>12,692,574.96</b>	<b>26,840,057.63</b>
<b>BALANCE REPRESENTED BY:</b>				
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	3,772,280.82			
INVESTMENTS - FIRST STATE BANK & TRUST	23,400,000.00			
PLUS INTANGIBLE ROYALTY INTEREST	7,600.00			
PLUS CASH/CHANGE FUND	200.00			
PLUS RECEIVABLES	10,645.97			
LESS ACCRUALS & PAYABLES	(350,668.96)			
<b>BALANCE MARCH 31, 2004</b>	<b>26,840,057.63</b>			

We the undersigned County Judge and Commissioners in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 13th day of July 2004, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas

*[Signature]*  
County Judge

*[Signature]* Commissioner - Precinct No 1      *[Signature]* Commissioner - Precinct No 3

*[Signature]* Commissioner - Precinct No 2      *[Signature]* Commissioner - Precinct No 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 13th day of July A.D. 2004

I, *[Signature]* County Treasurer of Panola County, certify that the above and foregoing report is true to the best of my knowledge

*[Signature]*  
Certified County Treasurer

FILED FOR RECORD  
IN MY OFFICE  
AT 11:30 O'CLOCK A M. 13

JUL 13 2004

MICKEY DORMAN  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *[Signature]* DEPUTY

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE APPROVED 07-12-04

VOL. 46 PAGE 407

*David L. Anderson*  
David L. Anderson,  
County Judge

NAME: Gloria Portman  
POSITION: County Treasurer  
DEPARTMENT: County Treasurer  
DATE: June 28, 2004

CONFERENCE: Region 10 CTAT - Semi-annual Meeting  
LOCATION: Lufkin, Texas (tentatively)  
DATES: August 2004 to —  
(date uncertain)  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

How much of your requirements have been met already, not counting this conference?  
20 hours for certification as well as 10 hours (PEIA).

How many days have you been away from your job this year for conferences, not counting this conference? 5

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

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

This is a networking session of seventeen  
treasurers.

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**ACTION**

**ITEMS**

**BID COMPARISON**

**TRACTORS**

SPECS	Deen	Carthage Tractor	Anderson
Tractor #1 w/cab	33,700	24, <del>18,</del> 000	32,900
Tractor #2 w/o cab	16,800	<del>15,</del> 27,000	13,900

59,500.

39,000

46,800

upgrades #1 5980  
#2 1600

Panola County  
 09 Jul 2004  
 THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

10:50:33am

Open Invoices thru 07/12/04

PAGE 1

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 3580-A T & T WIRELESS DPS	\$116.23			\$0.00			\$ 116.23
* Due 3400-A T & T WIRELESS SO	\$679.64			\$0.00			\$ 679.64
* Due 605-ABC AUTO PARTS	\$8.36			\$0.00			\$ 8.36
* Due 1475-ACE HARDWARE OF EAST TEXAS	\$41.97			\$0.00			\$ 41.97
* Due 1301-ADAMS OIL COMPANY	\$31694.25			\$0.00			\$ 31694.25
* Due 135-ALLTEL	\$177.44			\$0.00			\$ 177.44
* Due 3464-AMERICAN ELECTRIC POWER	\$111.69			\$0.00			\$ 111.69
* Due 229-ANDERSON TRACTOR SALES	\$476.12			\$0.00			\$ 476.12
* Due 1361-ANTI PEST CO INC	\$550.00			\$0.00			\$ 550.00
* Due 2833-AUTO EXPRESS LUBE	\$409.95			\$0.00			\$ 409.95
* Due 2498-AVFUEL CORP	\$15136.97			\$0.00			\$ 15136.97
* Due 423-B & B LOCKSMITH	\$250.00			\$0.00			\$ 250.00
* Due 1635-BASKIN'S MARSHALL	\$175.60			\$0.00			\$ 175.60

Panola County  
THE SOFTWARE GROUP, INC.A C C O U N T S P A Y A B L E S Y S T E M  
Open Invoices thru 07/12/04

09 Jul 2004

PAGE 2

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 562-BAXTER SALES CO INC.	\$888.68	_____	\$0.00	\$ 888.68
* Due 1759-BEST WESTERN INN OF CART	\$136.28	_____	\$0.00	\$ 136.28
* Due 305-BLAZER CONSTRUCTION INC	\$2610.00	_____	\$0.00	\$ 2610.00
* Due 319-BRYAN & BRYAN	\$9433.73	_____	\$0.00	\$ 9433.73
* Due 6-CAIN HARDWARE AND LUMBER CO	\$245.42	_____	\$0.00	\$ 245.42
* Due 3005-CANON FINANCIAL SERVICES	\$184.00	_____	\$0.00	\$ 184.00
* Due 209-CAR-TEX TRAILER COMPAN, I	\$452.00	_____	\$0.00	\$ 452.00
* Due 124-CARTHAGE AG & VET SUPPLY	\$107.37	_____	\$0.00	\$ 107.37
* Due 2560-CARTHAGE DISCOUNT TIRE	\$209.50	_____	\$0.00	\$ 209.50
* Due 95-CARTHAGE OFFICE SUPPLY, I	\$1445.78	_____	\$0.00	\$ 1445.78
* Due 3434-CARTHAGE TRACTOR & EQUIP	\$226.36	_____	\$0.00	\$ 226.36
* Due 158-CASSITY JONES HARDWARE	\$108.07	_____	\$0.00	\$ 108.07
* Due 3118-CERTIFIED SERVICE CENTER	\$99.00	_____	\$0.00	\$ 99.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004  
PAGE 3

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 442-CHARLES BAILEY	\$25.00		\$0.00		\$ 25.00
* Due 3697-CHENSEARCH	\$117.34		\$0.00		\$ 117.34
* Due 42-CHEROKEE COUNTY	\$375.00		\$0.00		\$ 375.00
* Due 128-CHEVRON USA, INC.	\$54.97		\$0.00		\$ 54.97
* Due 37-CITY OF CARTHAGE	\$24032.50		\$0.00		\$ 24032.50
* Due 1139-CITY OF CARTHAGE WATER	\$1036.00	P E	\$0.00		\$ 1036.00
* Due 2569-COMMERCIAL FRAME & ALIGN	\$139.00		\$0.00		\$ 139.00
* Due 1143-COMplete PRINTING & PUBLI	\$67.25		\$0.00		\$ 67.25
* Due 256-CONLEY LOTT NICHOLS	\$2211.01		\$0.00		\$ 2211.01
* Due 3661-COOK TIRE & SERVICE CENT	\$586.02		\$0.00		\$ 586.02
* Due 2769-COX COMMUNICATIONS INC	\$59.85		\$0.00		\$ 59.85
* Due 28-CRAIG MILAN ELECTRIC	\$655.73		\$0.00		\$ 655.73
* Due 528-DAVID GRAY	\$10.00		\$0.00		\$ 10.00
* Due 3536-DC TEXAS	\$30.90		\$0.00		\$ 30.90

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004

PAGE 4

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

* Due 3240-DEBBIE'S BEST WATER STOR	\$106.00		\$0.00		\$ 106.00
* Due 3709-DENNIS PALMER	\$53.94		\$0.00		\$ 53.94
* Due 2791-EARTHGRAINS BAKING COS I	\$245.19		\$0.00		\$ 245.19
* Due 100-ECKERD CORP.	\$37.86		\$0.00		\$ 37.86
* Due 2839-ELDER RANDALL NTRS	\$2226.20		\$0.00		\$ 2226.20
* Due 2066-ETMC CARTHAGE	\$13738.21		\$0.00		\$ 13738.21
* Due 3388-ETMC-CARTHAGE INDIGENT	\$19970.40		\$0.00		\$ 19970.40
* Due 3026-ETOX	\$378.79		\$0.00		\$ 378.79
* Due 93-EXCEL FORD LINCOLN MERCUR	\$3486.37		\$0.00		\$ 3486.37
* Due 127-EXXONMOBIL	\$192.07		\$0.00		\$ 192.07
* Due 14-FIRMIN'S OFFICE CITY	\$1532.78		\$0.00		\$ 1532.78
* Due 2911-FISH & STILL EQUIPMENT C	\$143.00		\$0.00		\$ 143.00
* Due 1161-FLORENCE SIMS	\$25.00		\$0.00		\$ 25.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004  
PAGE 5

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 53-FUTURE EQUIPMENT CO INC	\$1633.35			\$0.00			\$ 1633.35
* Due 3132-GENPLER'S INC	\$104.60			\$0.00			\$ 104.60
* Due 81-GEO. P BANE, INC.	\$51.13			\$0.00			\$ 51.13
* Due 738-GOLDEN CORRAL FAMILY STEA	\$124.83			\$0.00			\$ 124.83
* Due 87-GOVERNMENT RECORDS SERVICES	\$300.00			\$0.00			\$ 300.00
* Due 1507-GRAY'S WHOLESALE TIRE D	\$3713.05			\$0.00			\$ 3713.05
* Due 3024-GRAYSON COUNTY DEPT OF	\$2400.00	E	E	\$0.00			\$ 2400.00
* Due 3002-GREGG COUNTY TREASURY	\$6720.00			\$0.00			\$ 6720.00
* Due 688-GT DISTRIBUTORS INC.	\$160.90			\$0.00			\$ 160.90
* Due 2850-HARRISON COUNTY JUVENIL	\$2520.00			\$0.00			\$ 2520.00
* Due 1994-HART'S AUTO SUPPLY	\$283.46			\$0.00			\$ 283.46
* Due 370-HIGH POINT COMMUNICATIONS	\$17.92			\$0.00			\$ 17.92
* Due 1000-IKON OFFICE SOLUTIONS	\$131.42			\$0.00			\$ 131.42

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1605-INDUSTRIAL OILS UNLIMITED	\$540.64			\$0.00			\$ 540.64
* Due 3710-INDUSTRIAL TOOL BOX	\$139.00			\$0.00			\$ 139.00
* Due 3262-INTELLIGENT CONCEPTS	\$75.00			\$0.00			\$ 75.00
* Due 2866-IOS CAPITAL	\$233.00			\$0.00			\$ 233.00
* Due 2806-JAMES KEITH KNIGHT	\$25.00			\$0.00			\$ 25.00
* Due 1055-JEFF SCARBOROUGH	\$30.90			\$0.00			\$ 30.90
* Due 1020-JONI REED	\$40.99			\$0.00			\$ 40.99
* Due 217-KILGORE COLLEGE	\$355.00			\$0.00			\$ 355.00
* Due 84-KIRBY RESTAURANT SUPPLY	\$46.95			\$0.00			\$ 46.95
* Due 3714-L & S ADMINISTRATIVE CO	\$1201.00			\$0.00			\$ 1201.00
* Due 3121-L. D. RESOURCES	\$321.90			\$0.00			\$ 321.90
* Due 3074-L.C. & J. CLAYTON LAGRON	\$300.00			\$0.00			\$ 300.00
* Due 181-LAGRONE AIR CONDITIONING	\$158.19	C		\$0.00			\$ 158.19
* Due 405-LARRY FIELDS	\$250.00			\$0.00			\$ 250.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004  
PAGE 7

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

* Due 1669-LEO NICKS CREDSTING CO	\$4275.00		\$0.00		\$ 4275.00
* Due 3252-LEONARD SAFETY EQUIPMENT	\$34.24		\$0.00		\$ 34.24
* Due 443-LINNER PERKINS	\$31.00		\$0.00		\$ 31.00
* Due 1240-N. G. CLEANERS	\$370.44		\$0.00		\$ 370.44
* Due 754-MASSEY'S	\$29.95		\$0.00		\$ 29.95
* Due 1404-NERVIN SCOTT	\$105.00		\$0.00		\$ 105.00
* Due 425-NORRIS SANFORD JR.	\$600.00		\$0.00		\$ 600.00
* Due 3645-WARDIS, INC	\$43.80		\$0.00		\$ 43.80
* Due 1089-WISSEN UNLIMITED & ASSOC	\$275.00		\$0.00		\$ 275.00
* Due 3238-NORTRAX	\$65.46		\$0.00		\$ 65.46
* Due 3030-O'REILLY AUTO PARTS	\$519.42		\$0.00		\$ 519.42
* Due 3202-OLNSTED-KIRK PAPER COMP	\$1123.35		\$0.00		\$ 1123.35
* Due 512-PANOLA COUNTY GENERAL FUN	\$363.40		\$0.00		\$ 363.40

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 3474-PANOLA COUNTY PLUMBING	\$120.00			\$0.00			\$ 120.00
* Due 1552-PANOLA COUNTY TAX ASSESSO	\$54.35	T	D	\$0.00			\$ 54.35
* Due 3269-PATRICE SAVAGE	\$430.00			\$0.00			\$ 430.00
* Due 103-PEGUES-HURST MOTOR CO.	\$2610.62			\$0.00			\$ 2610.62
* Due 47-PINEYWOODS BUSINESS FORMS	\$511.40			\$0.00			\$ 511.40
* Due 252-PRO-MED SYSTEMS	\$48.63			\$0.00			\$ 48.63
* Due 412-QUILL CORPORATION	\$73.45			\$0.00			\$ 73.45
* Due 3475-R. COLLIN UNDERWOOD	\$950.00			\$0.00			\$ 950.00
* Due 310-RADIO SHACK	\$67.87			\$0.00			\$ 67.87
* Due 20-RED MAN SUPPLY	\$37.03			\$0.00			\$ 37.03
* Due 313-REEVES MOTOR SALES INC.	\$44.75			\$0.00			\$ 44.75
* Due 525-RICK MCPHERSON	\$450.00			\$0.00			\$ 450.00
* Due 3712-S & C ENTERPRISE	\$700.00			\$0.00			\$ 700.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004  
PAGE 9

	Gross Amount.	Req. Req.	Discount Req.	Req.	Net Amt.....
* Due 3296-S. D. TDNEY	\$25.00	_____	\$0.00	_____	\$ 25.00
<hr/>					
* Due 189-SBC	\$195.07	_____	\$0.00	_____	\$ 195.07
<hr/>					
* Due 3711-SOUTHWESTERN BELL COMPANY	\$50.48	_____	\$0.00	_____	\$ 50.48
<hr/>					
* Due 474-STEEL BUILDING SUPPLY INC	\$230.40	_____	\$0.00	_____	\$ 230.40
<hr/>					
* Due 980-STEVE MOTORS	\$8296.78	_____	\$0.00	_____	\$ 8296.78
<hr/>					
* Due 29-TED'S SAW SHOP	\$33.90	_____	\$0.00	_____	\$ 33.90
<hr/>					
* Due 130-TEXACO/SHELL	\$14.04	_____	\$0.00	_____	\$ 14.04
<hr/>					
* Due 1098-TEXAS FILTER SERVICE INC	\$440.00	_____	\$0.00	_____	\$ 440.00
<hr/>					
* Due 3082-TEXAS PARKS & WILDLIFE	\$280.50	_____	\$0.00	_____	\$ 280.50
<hr/>					
* Due 3399-TEXAS TRAUMA & EMERGENCY	\$646.00	_____	\$0.00	_____	\$ 646.00
<hr/>					
* Due 2500-TEXAS WILDLIFE DAMAGE	\$1800.00	_____	\$0.00	_____	\$ 1800.00
<hr/>					
* Due 161-THE SOFTWARE GROUP	\$1687.13	_____	\$0.00	_____	\$ 1687.13
<hr/>					
* Due 2937-TIFCO INDUSTRIES	\$711.06	_____	\$0.00	_____	\$ 711.06
<hr/>					
* Due 1-TOLEDO AUTOMOTIVE	\$3187.95	_____	\$0.00	_____	\$ 3187.95

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 07/12/04

09 Jul 2004

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 1990-TRI-STATE FASTENERS & SU	\$174.70			\$0.00			\$ 174.70
* Due 1896-UNIFIRST	\$1136.05			\$0.00			\$ 1136.05
* Due 253-UNIVERSAL TIME EQUIPMENT	\$472.50			\$0.00			\$ 472.50
* Due 3600-UPS	\$16.92			\$0.00			\$ 16.92
* Due 1650-USPS DISBURSING OFFICER	\$230.00			\$0.00			\$ 230.00
* Due 91-VIXING OFFICE PRODUCTS	\$207.33			\$0.00			\$ 207.33
* Due 3419-WALMART CONN MAINT	\$52.72			\$0.00			\$ 52.72
* Due 2971-WALMART COMMUNITY SO	\$314.40			\$0.00			\$ 314.40
* Due 3609-WESTERN FOODS, INC	\$3533.21			\$0.00			\$ 3533.21
* Due 149-WHOLESALE SUPPLY INC	\$175.00			\$0.00			\$ 175.00
* Due 64-XEROX CORPORATION	\$799.58			\$0.00			\$ 799.58
Totals	\$198034.70			\$0.00			\$ 198034.70

358 records listed.

## APPOINTMENT

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12<sup>th</sup> day of July, 2004 pursuant to Tax Code, Section 26.04, do hereby appoint Tax Assessor-Collector, Jean Whiteside, as Panola County's representative to calculate and publish the unit's effective and rollback tax rate schedules for tax roll year 2004.

Said appointment is effective immediately.

**PASSED UNANIMOUSLY** this 12<sup>th</sup> day of July, 2004 in Open Court.

  
David L. Anderson, County Judge

**PANOLA COUNTY  
ELECTION JUDGE AND ALTERNATE ELECTION JUDGE  
APPOINTMENTS**

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12<sup>th</sup> day of July, 2004 do hereby appoint the following persons as Election Judges and Alternate Election Judges for all elections in Panola County, Texas, except party primaries:

PCT.#	LOCATION	ELECTION JUDGE	ALTERNATE ELECTION JUDGE
1	Panola Junior College Carthage (R)	Rev Larry Tyler REPUBLICAN	Virginia Pace DEMOCRAT
2	Carthage Community House Carthage (R)	Bobby Crow REPUBLICAN	Nelwyn Thurman DEMOCRAT
3	Beckville United Methodist Church - Beckville (D)	Eloise Flanagan DEMOCRAT	Hazle Skinner Sorters REPUBLICAN
4	Allison Chapel Methodist Church - Fairplay (R)	Mary Joyce Pellham ***DEMOCRAT***	Barbara Alexander DEMOCRAT
5	Mt. Zion Baptist Church Harris Chapel (R)	Terry Keith Williams ***DEMOCRAT***	Vickie Briggs DEMOCRAT
7	Community House - DeBerry (R)	Billie Sue Moore REPUBLICAN	Sarah Railey DEMOCRAT
8	Baptist Church - Tacoma (D)	Lorraine Richter DEMOCRAT	Marsha Ivey ***DEMOCRAT***
9	Community Four Fire Station Bethany (R)	LaNell Jernigan ***DEMOCRAT***	Arrie "Sis" Goodson DEMOCRAT
10	Baptist Church - Midyett (D)	Brigitte Hickey DEMOCRAT	Gary K. Hickey ***DEMOCRAT***
12	Community House Deadwood (R)	Doris LaVerne Gibbs ***DEMOCRAT***	Heather Dickerson DEMOCRAT
13	Community House - Woods (R)	Sandra Pitts REPUBLICAN	Doris Fontaine DEMOCRAT

14	City Hall - Gary (R)	Jerry Beatty REPUBLICAN	Jean Heaton DEMOCRAT
17	Community House Long Branch (R)	Charlotte Allison REPUBLICAN	Joyce Worley DEMOCRAT
18	Community House - Clayton (R)	Era Oraline Wall REPUBLICAN	Maxine Mims DEMOCRAT
19	Community House Old Center (R)	Jack Wills REPUBLICAN	Llelwyn Twomey DEMOCRAT
20	Baptist Fellowship Hall Murvaul (R)	Jackie Blair ***DEMOCRAT***	Beth Parker DEMOCRAT
22	Walnut Springs Baptist Church - Horton (D)	Robbie Sutlive DEMOCRAT	Ida Nell Sharp ***DEMOCRAT***
26	Panola (D)	Denese Powell DEMOCRAT	Norma Powell ***DEMOCRAT***
27	Turner Junior School Carthage (D)	Claudine Goree DEMOCRAT	Susan Gohlke REPUBLICAN
28	Exposition Center - Carthage (R)	Bedford R. (Buddy) Guin -REPUBLICAN	Rodney E. Williams DEMOCRAT
29	Community House - Galloway (D)	Marvin Walker DEMOCRAT	Jack Willis REPUBLICAN

\*\*\*No Republicans submitted by Republican Party Chairperson

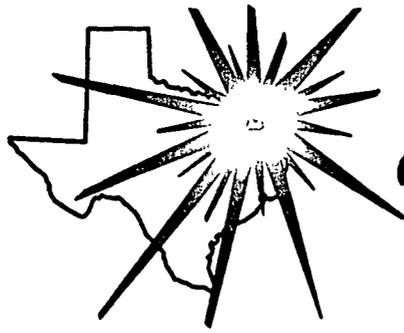
Counting Station	Voter Registration Office County Courthouse Carthage	Betty Atkerson Manager	Helen Lloyd Deputy
Tab- ulation	Voter Registration Office County Courthouse Carthage	John Foster	Clifford Townsend
Presiding Judge Counting Station	Voter Registration Office County Courthouse Carthage	Joe Hough	

The Early Voting Ballot Board consisting of a presiding judge and an equal number of members from each political party will be appointed later by the County Election Board, consisting of the Elections Administrator as Chair, the County Judge, the Sheriff, and the two political party County Chairs.

Said appointments are for a one-year term which commences on August 1, 2004.

**PASSED UNANIMOUSLY** this 12<sup>th</sup> day of July, 2004 in Open Court.

  
David L. Anderson, County Judge



**Panola County**  
CHAMBER OF COMMERCE  
300 W. PANOLA PHONE (903) 693-6634  
CARTHAGE, TEXAS 75633

June 24, 2004

Honorable Judge David Anderson  
Panola County Courthouse  
110 S. Sycamore  
Carthage, TX 75633

Dear Judge Anderson;

The Panola County Chamber of Commerce requests your consideration for the Electric Coop. funds given back to the County under section 74.602(b)(3) of the Texas Property Code.

The funds will be used for the economic development activities of the Chamber of Commerce in compliance with Section 381.004 of the Texas Local Government Code. Our federal tax ID# is 750-71-5353.

Thank you so much for your consideration in this matter.

Sincerely,

Tommie Ritter Smith  
President

State of Texas

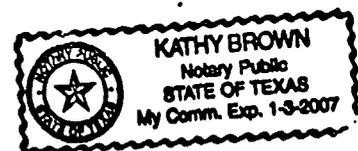
County of Panola

Before me, a notary public, on this day personally appeared

Tommie Smith

known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office the 24 day of June 2004

  
Notary Public's Signature

VOL. 46 PAGE 424

TELEPHONE  
(903) 693-0391



FAX  
(903) 693-2726

COUNTY JUDGE  
**DAVID L. ANDERSON**  
PANOLA COUNTY COURTHOUSE  
CARTHAGE, TEXAS 75633

July 12, 2004

Ms. Kay Tuggle  
Texas Comptroller of Public Accounts  
Unclaimed Property Holder Reporting  
P. O. Box 12019  
Austin, Texas 78711-2019

Re: Electric Coop Unclaimed Capital Credits

Dear Ms. Tuggle:

The Panola County Commissioners' Court, while meeting in Regular Session this date, authorized me to request the County's portion of the unclaimed money received by the Comptroller from electric coops.

The funds are for use by the Panola County Chamber of Commerce's Economic Development Program and its name, address, and federal tax identification number are enclosed.

As County Judge, head of the Commissioners' Court (governing body) of Panola County, Texas, I certify that the purpose of these funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Thank you in advance for your assistance in this regard.

Sincerely,

A handwritten signature in cursive script that reads "David L. Anderson".

David L. Anderson  
County Judge

DLA:laj  
Enclosure

### PERSONNEL CHANGE REQUEST

Name: LANNY KIPER

Department: R & B

Position: TRUCK DRIVER

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

Current wage or salary \$ 9.15 PER HR

New wage or salary \$ 10.75 PER HR

Effective date of change 7/13/04

[Signature]  
Elected Official/Department Head  
Signature

6-28-04  
Date Signed

ACCORDA 7/12/04

VOL. 46 PAGE 426

**C.C.I., INC**  
**SECURITY ALARM AND CCTV SYSTEMS**

PO BOX 480  
BECKVILLE, TEXAS 75631  
(903) 678-3784  
SECURITY SYSTEM PROPOSAL

DATE: 06/15/2004

CUST/CO. NAME: PANOLA COUNTY COURTHOUSE PANIC ALARM SYSTEM  
ADDRESS:  
CITY CARTHAGE STATE: TX ZIP: 75633

\*\*\*\*\*  
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: EMERGENCY ALARM  
SYSTEM FOR OFFICES OF CARTHAGE COURTHOUSE;  
1- HYBRID CONCORD CPU W/ XMR; B. BATTERY  
1- ULTRA RADIO TRANSCEIVER (96 ZONE)  
15-WIRELESS WATER RESISTANCE SINGLE BUTTON PANIC TRANSMITTERS

MAINTENANCE WILL PROVIDE PHONE LINE ACCESS AND ANY AND ALL WIRING  
FOR EQUIPMENT. C.C.I., INC WILL PROVIDE WIRE IF REQUESTED.

NOTE: TESTING OF THE SYSTEM FROM ALL THE AREAS OF THE COURTHOUSE  
WILL BE PERFORMED TO INSURE RECEIVER WILL FUNCTION PROPERLY. IF  
REQUIRED ANOTHER TRANSCEIVER CAN BE ADDED. (\$430.00) ADDITIONAL  
PANIC UNITS CAN BE ADDED AS NEEDED UP TO 96.

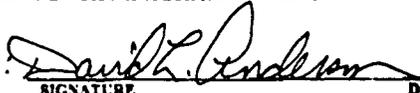
WE PROPOSE HEREBY TO FURNISH THE SECURITY SYSTEM EQUIPMENT INCLUDING MATERIAL  
AND LABOR COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATION FOR THE  
SUM OF:

\$2352.88

PAYABLE AS FOLLOWS: PAYMENT UPON COMPLETION OF INSTALLATION

  
AUTHORIZED AGENT FOR C.C.I., INC.

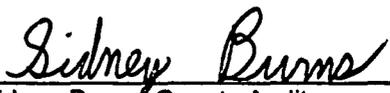
\*\*\*\*\*  
ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND  
ARE HEREBY ACCEPTED YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS  
OUTLINED ABOVE.

Panola County by  7-12-04  
SIGNATURE DATE SIGNATURE DATE  
PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS  
David L. Anderson, County Judge

**LEGAL NOTICE  
REQUEST FOR PROPOSALS FOR INSTALLATION  
OF HIGH-SPEED INTERNET NETWORK**

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners' Court of Panola County, Texas will receive proposals for installation of high-speed internet network for offices within the Courthouse, Judicial Center and/or other county offices. Proposals will be received until August 9, 2004 at 9:00 o'clock a.m. at which time proposals will be opened in the Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas during the Commissioners' Court meeting. Proposals are to be on the unit price basis per item as outlined in the Specifications and a bid bond is not required. Specifications and request for proposals may be obtained in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Contracts will be awarded for the accepted proposal in accordance with the above-mentioned Local Government Code. Payment will be made by check upon approval of invoices by the Commissioners' Court.

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

  
\_\_\_\_\_  
Sidney Burns, County Auditor  
Panola County, Texas

PANOLA COUNTY, TEXAS  
REQUEST FOR PROPOSAL

RETURN PROPOSAL TO:

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

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND PROPOSAL SHEET are for your convenience in submitting an offer for the enclosed referenced service for Panola County.

Sealed proposals shall be received no later than:

9:00 A.M., MONDAY, AUGUST 9, 2004

MARK ENVELOPES

"PROPOSAL FOR INSTALLATION  
OF HIGH-SPEED INTERNET NETWORK"

Proposer shall sign and date the proposal on each page. Proposals which are not signed and dated can be rejected. Proposals must be submitted on the enclosed form and must be in ink or typewritten.

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

Any questions concerning this Request for Proposal and specifications should be directed to County Judge David Anderson, at (903) 693-0391.

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Signature

REQUEST FOR PROPOSAL

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**INSTALLATION OF HIGH-SPEED INTERNET NETWORK**

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interests of Panola County. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted to:

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

**Not later than 9:00 a.m., Monday, August 9, 2004**

Mark Envelopes:

**"INSTALLATION OF HIGH-SPEED INTERNET NETWORK"**

**ALL PROPOSALS MUST BE RECEIVED BEFORE OPENING DATE AND TIME.**

\_\_\_\_\_  
Signature

**REQUEST FOR PROPOSAL  
INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2004.

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

**ALTERING PROPOSALS:** Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the offerer without the permission of county for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submission of their proposal.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiation.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

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

**CONTRACT:** This proposal, accompanying documents and any negotiated terms, when properly accepted by county, shall constitute a contract equally binding between the successful offerer and county. No different or additional terms will become a part of this contract with the exception of Change Orders.

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

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to county.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the

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Signature

bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

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

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

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this request for proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and shall hold the offerer responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

**ADDENDA:** Any interpretations, corrections or changes in this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in county. Addenda will be mailed to all who are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

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

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

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:** A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

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

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Signature

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

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

OFFERER SHALL PROVIDE with this proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL OFFERER SHALL defend, indemnify and save harmless county and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from contract award. Successful offerer indemnifies and will indemnify and save harmless county from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offerer shall pay any judgment costs which may be obtained against county growing out of such injury or damages.

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

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

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

Breach of contract or default authorizes county to award another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, county shall give the successful bidder

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Signature

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

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

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

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

**PAYMENT** will be made upon receipt and acceptance by county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, VTCS Article 601f.

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

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

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

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

---

Signature

**Installation of High-Speed Internet Network  
for Panola County**

**Request:**

Panola County desires to have a secure network with broadband internet connection and security protection. In that regard, please provide pricing, staging and installation of equipment providing a network connection to the internet through a T1 line provided by SBC. This proposal should include network security by use of a firewall, installation of the aforementioned, and 24 x 7 maintenance. Equipment should include the following:

- (1) CISCO Modular Access Router
- (1) CISCO Firewall Chassis Bundle
- (1) Adtran TSU ACE

A competent engineer should configure and install the network hardware. Installation is to include the following:

- (A) Do a technical physical assessment of the premises prior to installation.
- (B) Unpack and inventory all hardware, software and documentation.
- (C) Mount hardware
- (D) Install all hardware
- (E) Connect all hardware
- (F) Connect hardware to network and test all workstations for network interface.
- (G) Power on hardware.
- (H) Configure parameters for all protocols used as supplied by Panola County. This includes addressing information, subnet mask, SNMP configuration, etc.
- (J) Provide verbal overview to customer's designated contact person(s) of the basic network hardware setup.

**BID PROPOSAL**

**INSTALLATION OF HIGH-SPEED INTERNET NETWORK**

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

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

**EQUIPMENT:**

CISCO Modular Access Router	\$ _____
CISCO Firewall Chassis Bundle	\$ _____
Adtran TSU ACE	\$ _____

**INSTALLATION:**

Assessment/Inventory/Mount, Install & Connect all Hardware/ Configuration of parameters/ Verbal overview	\$ _____
---	----------

**MAINTENANCE:**

1 Year - Including 24/7 Technical Assistance	\$ _____
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Exceptions to specifications: \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

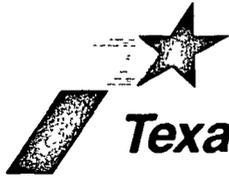
TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED:

COUNTY JUDGE \_\_\_\_\_

DATE \_\_\_\_\_

**Texas Department of Transportation**

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 30, 2004

The Honorable David L. Anderson  
Judge of Panola County  
110 S. Sycamore St.  
Carthage, TX 75633

VTR-270

Re: Imposition of Extra Fees

Dear Judge Anderson:

Chapter 502 of the Transportation Code, relating to the registration of vehicles, gives counties the option of imposing two fees in addition to the registration fee.

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.

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 to indicate the extra fees your county will impose for calendar year 2005. 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 21. 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 either of these two matters may be directed to Bobby Johnson, Director of Headquarter Operations, at 512/465-7719 or Judy Thorp, Customer Information Services Branch Manager at 512/465-7620. Thank you for your timely response.

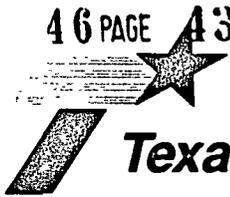
Sincerely,

Jerry L. Dike, Director  
Vehicle Titles and Registration Division

## Enclosures

cc: TxDOT Administration  
County Tax Assessor-Collector  
District Engineer (Note: This letter was sent to each County Judge in your district.)

*An Equal Opportunity Employer*



## Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

### Imposition of Extra Fees Calendar Year 2005

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2005 (January 1 through December 31, 2005) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2005, Panola County will:

1. Retain the current fees of \$ -0- (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 2005 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 reach us no later than the date indicated above.

# SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2004

EXPIRES December 31, 2004

## 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 Jacinto \$11.50	Throckmorton \$5	Wibarger \$10
Andrews \$5	Brewster \$10	Coke \$10	Denton \$10	Freestone \$10	Harrison \$10	Jefferson \$10	Leon \$10	Milam \$10	Pecos \$10	San Patroco \$10	Titus \$10	Wilacy \$10
Angelina \$10	Briscoe \$10	Coleman \$10	DeWitt \$10	Frio \$11.50	Hartley \$10	Jim Hogg \$10	Liberty \$10	Mills \$10	Polk \$11.50	San Saba \$10	Tom Green \$10	Wilkinson \$11.50
Aransas \$10	Brooks \$10	Collin \$11.50	Dimmit \$11.50	Galveston \$10	Haskell \$10	Jim Wells \$11.50	Limestone \$10	Mitchell \$10	Potter \$10	Schleicher \$10	Travis \$11.50	Wason \$10
Archer \$10	Brown \$10	Collingsworth \$10	Donley \$10	Garza \$5	Hays \$10	Johnson \$10	Lipscomb \$10	Montague \$10	Presidio \$10	Scuery \$10	Tarrant \$11.50	Winkler \$7.50
Armstrong \$10	Burneson \$10	Colorado \$10	Duval \$10	Gillespie \$11.50	Henderson \$10	Jones \$10	Live Oak \$10	Montgomery \$10	Rains \$10	Shackelford \$10	Tyler \$10	Wise \$10
Atascosa \$10	Burnet \$10	Comal \$11.50	Eastland \$10	Goliad \$10	Hidalgo \$10	Karnes \$10	Llano \$10.75	Moore \$10	Randall \$10	Shelby \$10	Upshur \$10	Wood \$10
Austin \$10	Cadwell \$10	Comanche \$10	Ector \$10	Gonzales \$10	Hill \$10	Kaufman \$10	Lubbock \$10	Morris \$10	Reagan \$5	Sherman \$10	Upton \$5	Yoakum \$10
Bailey \$10	Callahan \$8	Concho \$10	Edwards \$10	Gray \$10	Hockley \$10	Kendall \$11	Lynn \$10	Motley \$10	Real \$10	Smith \$10	Uvalde \$10	Young \$10
Bandera \$10	Cattian \$10	Cooke \$10	Ellis \$10	Gravson \$10	Hood \$10	Kerr \$10	Madison \$10	Nacogdoches \$10	Red River \$10	Somervell \$5	Val Verde \$10	Zapala \$5
Bastrop \$10	Cameron \$10	Coveil \$10	El Paso \$10	Gregg \$10	Hopkins \$10	Kimble \$10	Marion \$5	Navarro \$10	Reeves \$5	Starr \$10	Van Zandt \$10	Zavala \$11.50
Baylor \$10	Camp \$10	Cottle \$10	Erath \$10	Games \$10	Houston \$10	Knock \$10	Martin \$5	Newton \$5	Religio \$10	Stephens \$10	Victoria \$10	
Bee \$10	Carson \$5	Crockett \$5	Falls \$10	Guadalupe \$10	Howard \$10	Kleberg \$10	Mason \$10	Nolan \$10	Roberts \$5	Stonewall \$10	Walker \$10	
Bell \$11.50	Cass \$10	Crosby \$10	Fannin \$10	Hale \$10	Hunt \$10	Knock \$10	Matagorda \$10	Nueces \$10	Roberson \$11.50	Sutton \$10	Waller \$10	
Bevan \$11.50	Castro \$10	Culberson \$10	Fayette \$10	Hall \$10	Hutchinson \$5	Lamar \$10	Mayerock \$11.50	Ochiltree \$10	Robertson \$11.50	Rockwall \$10	Washington \$10	
Blanco \$11.50	Chambers \$10	Dallam \$10	Fisher \$10	Hamilton \$10	Inon \$7.50	Lamb \$10	McCulloch \$10	Ondram \$10	Runnels \$10	Runnels \$10	Wetco \$11.50	
Bosque \$10	Childress \$10	Dallas \$10	Floyd \$10	Hansford \$10	Jack \$10	Lampasas \$10	McLennan \$10	Orange \$10	Rust \$10	Tarrant \$10	Wharton \$10	
Bowie \$10	Childress \$10	Dawson \$10	Foard \$10	Hardeman \$10	Jackson \$10	La Salle \$10	Aldena \$10	Palo Pinto \$10	Sabine \$10	Terry \$10	Wheeler \$5	
Brazoria \$5	Clay \$10	Deaf Smith \$10	Fort Bend \$10	Harris \$10	Jasper \$5	Lavaca \$10	Menard \$10	Parker \$10	San Augustine \$10	Terry \$10	Wichita \$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
1998 AND OLDER MODELS	\$40.80
1999, 2000 and 2001 MODELS	\$50.80
2002 AND NEWER MODELS	\$58.80
6,001 LBS AND OVER	\$25.00 PLUS 60c CWT PLUS 30c
(irrespective of model year)	

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
3601 - 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 \$ 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

TEXAS DEPARTMENT OF TRANSPORTATION  
VEHICLE TITLES AND REGISTRATION DIVISION  
FEE CHART 1C (REV 9/2003)



**COUNTY MAINTAINED ROAD MILEAGE  
CERTIFICATION**

Panola County does not concur with TxDOT's certified number for  
the County Maintained Road Mileage.

Total County Maintained Road Mileage, by our records, should be  
**610.275 Miles**

(See attached sheet for explanation.)

*Daniel L. Anderson* County Judge

July 12, 2004 Date

**Please return to:**

**Texas Department of Transportation  
Transportation Planning & Programming Division  
Attention: Debbie Hansen  
P. O. Box 149217  
Austin, Texas 78714-9217**

**ADJUSTMENTS TO ROAD MILEAGE  
PANOLA COUNTY TX**

**Roads added:**

**County Road 2794 – 0.072 miles – Ends at a gate**

**County Road 4557 – 1.136 miles – Ends at a gate**

**Roads shortened:**

**County Road 242 – new length 0.946 miles (- 0.343 miles)**

**Roads abandoned:**

**County Road 239 – 0.650 miles**

**CORRECTIONS TO MAPS ARE NOTED ON POST-IT NOTES**

**AFFIXED TO THE APPROPRIATE PAGE**

**INVITATION TO BID**

**RETURN BID TO:**

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

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

Sealed bids shall be received no later than:

**9:00 A.M., MONDAY, JULY 12, 2004**

**MARK ENVELOPE**

**"TRACTORS (2)"**

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

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

Any questions concerning this invitation to Bid and specifications should be directed to John DePresca, Coordinator, at (903) 693-3763.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**TRACTORS (2)**

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

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

**SUBMISSION OF BIDS:** Sealed bids shall be submitted to:

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

**Not later than 9:00A.M., MONDAY JULY 12, 2004  
MARK ENVELOPES:**

**"TRACTORS (2)"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

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

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for Fiscal Year 2004.

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

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

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

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

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

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

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

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

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

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

  
SIGNATURE OF BIDDER

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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

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

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

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

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

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

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

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

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

  
SIGNATURE OF BIDDER

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

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

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

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

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

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

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

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

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

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

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

**INVOICES** shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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

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

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

  
SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to John DePresca, Coordinator at (903) 693-3763.

  
SIGNATURE OF BIDDER

**SPECIFICATIONS FOR PURCHASE: TRACTORS (2)**

**TRACTOR #1**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders turbo having no less than 95 h.p. and no less than 80 h.p. at the P.T.O.
3. **Transmission** At least 10 forward and 4 reverse gears with single disc clutch.
4. **Electrical System** 12 volt battery, alternator with included regulator, 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Issues** E.R.O.P.S. with cab, a/c; heater; temperature, fuel gauges; warning indicators; tachometer and hour meter
6. **Capacities/Weights/Dimensions** Fuel tank at least 25 gals  
Oil at least 6 quarts  
Cooling at least 18 gals  
Hydraulic at least 10 gals  
Weight at least 6500 lbs  
Width at least 80 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004

**TRACTOR # 2**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders having no less than 60 h.p. and no less than 50 h.p. at the P.T.O.
3. **Transmission** At least 8 forward and 2 reverse.
4. **Electrical** 12 volt battery, alternator with included regulator, 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Area** R.O.P.S. with metal canopy; temperature, fuel gauges warning indicators; tachometer and hour meter.
6. **Capacities/Weights/Dimensions** Fuel tank at least 15 gals  
Oil at least 7 quarts  
Cooling at least 3 gals  
Hydraulic at least 10 gals  
Weight at least 5500 lbs  
Width at least 75 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004.

**BID FORM AND CONTRACT**

**TRACTORS (2)**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, TEXAS IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

TRACTOR #1 \$ 15,000 MF 471 2wd  
TRACTOR #2 \$ 24,000 MF 492 Cab 2wd

TOTAL PRICE \$ 39,000

Exceptions to Specifications:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Richard Anderson  
SIGNATURE

1142 N.E. Loop  
ADDRESS

903-690-0600  
TELEPHONE NUMBER

ACCEPTED:

David H. Anderson  
COUNTY JUDGE

Carthage Tractor  
COMPANY NAME

Carthage Tx 75633  
CITY STATE ZIP

6-25-04  
DATE

7-12-04  
DATE

**INVITATION TO BID****RETURN BID TO:**

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

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

Sealed bids shall be received no later than:

**9:00 A.M., MONDAY, JULY 12, 2004**

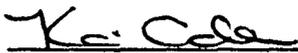
**MARK ENVELOPE**

**"TRACTORS (2)"**

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

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Any questions concerning this invitation to Bid and specifications should be directed to John DePresca, Coordinator, at (903) 693-3763.

  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**TRACTORS (2)**

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

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

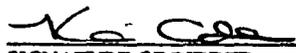
SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00A.M., MONDAY JULY 12, 2004  
MARK ENVELOPES:

**"TRACTORS (2)"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **Fiscal Year 2004**.

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

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

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

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

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

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

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

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

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

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

  
SIGNATURE OF BIDDER

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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

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

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

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

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

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

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

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

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

  
SIGNATURE OF BIDDER

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

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

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

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

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

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

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

  
SIGNATURE OF BIDDER

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

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

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

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

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

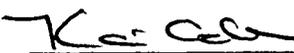
**PURCHASE ORDER:** A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**INVOICES** shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

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

**ANY QUESTIONS** concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **John DePresca, Coordinator** at (903) 693-3763.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**SPECIFICATIONS FOR PURCHASE: TRACTORS (2)**

**TRACTOR #1**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders turbo having no less than 95 h.p. and no less than 80 h.p. at the P.T.O.
3. **Transmission** At least 10 forward and 4 reverse gears with single disc clutch.
4. **Electrical System** 12 volt battery, alternator with included regulator; 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Issues** E.R.O.P.S. with cab, a/c, heater, temperature, fuel gauges, warning indicators, tachometer and hour meter
6. **Capacities/Weights/Dimensions** Fuel tank at least 25 gals  
Oil at least 6 quarts  
Cooling at least 18 gals  
Hydraulic at least 10 gals  
Weight at least 6500 lbs  
Width at least 80 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004

**TRACTOR # 2**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders having no less than 60 h.p. and no less than 50 h.p. at the P. T. O.
3. **Transmission** At least 8 forward and 2 reverse.
4. **Electrical** 12 volt battery, alternator with included regulator, 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Area** R.O.P.S. with metal canopy, temperature, fuel gauges warning indicators, tachometer and hour meter.
6. **Capacities/Weights/Dimensions** Fuel tank at least 15 gals  
Oil at least 7 quarts  
Cooling at least 3 gals  
Hydraulic at least 10 gals  
Weight at least 5500 lbs  
Width at least 75 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004.

**BID FORM AND CONTRACT**

**TRACTORS (2)**

**TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, TEXAS IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:**

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

TRACTOR #1 \$ 32,900.00  
TRACTOR #2 \$ 13,900.00

TOTAL PRICE \$ 46,800.00

Exceptions to Specifications:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Ko. Cole  
SIGNATURE

Anderson Tractor Sales  
COMPANY NAME

115 CR 305  
ADDRESS

Carthage Tx 75633  
CITY STATE ZIP

903-693-6628  
TELEPHONE NUMBER

July 11, 2004  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

**INVITATION TO BID**

**RETURN BID TO:**

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

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

Sealed bids shall be received no later than:

**9:00 A.M., MONDAY, JULY 12, 2004**

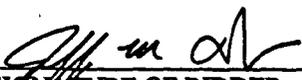
**MARK ENVELOPE**

**"TRACTORS (2)"**

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

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

Any questions concerning this invitation to Bid and specifications should be directed to John DePresca, Coordinator, at (903) 693-3763.

  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**TRACTORS (2)**

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

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

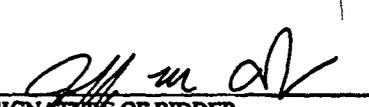
**SUBMISSION OF BIDS:** Sealed bids shall be submitted to:

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

**Not later than 9:00A.M., MONDAY JULY 12, 2004  
MARK ENVELOPES:**

**"TRACTORS (2)"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

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

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for Fiscal Year 2004.

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

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

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

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

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

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

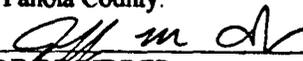
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**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

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

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

  
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**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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

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

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

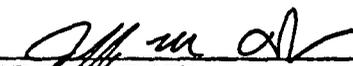
**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
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**REFERENCES:** Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

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

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

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

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

1. meet schedules;
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Breach of contract or default authorizes the county to exercise any of all of the following rights:

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

  
SIGNATURE OF BIDDER

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

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

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**INVOICES** shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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

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

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SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

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

**ANY QUESTIONS** concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to John DePresca, Coordinator at (903) 693-3763.

  
SIGNATURE OF BIDDER

**SPECIFICATIONS FOR PURCHASE: TRACTORS (2)**

**TRACTOR #1**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders turbo having no less than 95 h.p. and no less than 80 h.p. at the P.T.O.
3. **Transmission** At least 10 forward and 4 reverse gears with single disc clutch.
4. **Electrical System** 12 volt battery; alternator with included regulator; 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Issues** E.R.O.P.S. with cab; a/c; heater; temperature, fuel gauges; warning indicators; tachometer and hour meter
6. **Capacities/Weights/Dimensions**
  - Fuel tank at least 25 gals
  - Oil at least 6 quarts
  - Cooling at least 18 gals
  - Hydraulic at least 10 gals
  - Weight at least 6500 lbs
  - Width at least 80 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004

**TRACTOR # 2**

1. **Year Model** Tractor shall be a new current year production model with full Warranty.
2. **Engine** Diesel with 4 cylinders having no less than 60 h.p. and no less than 50 h.p. at the P.T.O.
3. **Transmission** At least 8 forward and 2 reverse.
4. **Electrical** 12 volt battery, alternator with included regulator, 2 headlights, 1 rear work light, 2 taillights with warning and turn signals.
5. **Operator Area** R.O.P.S. with metal canopy; temperature, fuel gauges warning indicators; tachometer and hour meter.
6. **Capacities/Weights/Dimensions**
  - Fuel tank at least 15 gals
  - Oil at least 7 quarts
  - Cooling at least 3 gals
  - Hydraulic at least 10 gals
  - Weight at least 5500 lbs
  - Width at least 75 inches
7. **Delivery** To the Panola County Warehouse no later than July 29, 2004.

**BID FORM AND CONTRACT**

**TRACTORS (2)**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, TEXAS IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

TRACTOR #1 \$	<u>\$33,700.00</u>	M105SHC	2WD
TRACTOR #2 \$	<u>\$16,800.00</u>	M5700S-F	2WD

TOTAL PRICE \$ \$50,500.00

Exceptions to Specifications:

1. Upgrade Tractor #1 to 4WD - + \$5980.00 (M105SHDC)
2. Upgrade Tractor #2 to 68hp - + \$1600.00 (M6800S-F)
3. \_\_\_\_\_
4. Tractor #2 Weight - 3858 lbs
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Off m AL  
SIGNATURE

703 W. Broad St.  
ADDRESS

866-668-5663  
TELEPHONE NUMBER

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

Deen Implement Co.  
COMPANY NAME

Forney TX 75126  
CITY STATE ZIP

July 6th, 2004  
DATE

\_\_\_\_\_  
DATE

**Kubota M4900/M5700 Specifications**

		B1D		
<b>Model</b>		<del>M4900</del>	M5700	
<b>Engine</b>		F2803-ELA	F2803-EA	
	Type (Make KUBOTA)	E-TVCS, Indirect injection, liquid cooled diesel		
	No of cylinders/Aspiration	5/Natural		
	Engine net power/PTO power HP (kW)	49.5 (36.9)/45 (33.6) @2600rpm	57 (42.9)/52 (38.8) @2800rpm	
	Total displacement cu in (cc)	167.6 (2746)		
	Fuel tank capacity gal (l)	17.2 (65) on ROPS model, 25.1 (95) on CAB model		
	Air cleaner	Dry, dual-element		
	Alternator	45 Amp on ROPS model, 60 Amp on CAB model		
<b>Transmission</b>	No of speeds	8 forward/8 reverse (12 forward/12 reverse w/optional creep gear)		
	Main gear shift (4 speeds)	Fully synchronized		
	Synchrom-shuttle	Dash-mounted lever		
	Main clutch diameter in (mm)	10.8 (275)		
	Main clutch type/Brake type	Dry single plate/Mechanical wet disc		
	Mechanical differential lock	Rear standard		
<b>PTO</b>	PTO type	Live-independent, hydraulic PTO w/PTO brake, wet clutch		
	Speed	540 rpm		
<b>Hydraulics</b>	Pump capacity (3-point hitch) gpm(l/min)	11 (41.6)		
	3-point hitch	Telescopic stabilizers, Crank-type lift rod		
	Category	I / II		
	Control system	Position, draft (top link sensing) & mix control		
	Lift capacity @ 24 in behind lift point lbs (kg)	3310 (1500)		
	No of standard remote valves	1 (2nd optional on ROPS model, 2nd-3rd & flow control valve optional on CAB model)		
<b>Other features</b>	4WD drive system (4WD model)	Bevel gear type		
	Steering	Hydrostatic power steering		
	Hood type/Pedal type	Full open hood/Hanging pedals		
	Deck type (ISO-mounted w/rubber mat)	Semi-flat on ROPS model, Full-flat on CAB model		
	Standard tire size	2WD Front/Rear	6.50-16F2/14.9-28R1	7.50-16F2/16.9-28R1
		4WD Front/Rear	9.5-22R1/14.9-28R1	9.5-22R1/16.9-28R1
	Optional tires	Ag tires, Turf tires (Galaxy turf special tires & Industrial tires available for M4900/M5700)		
<b>Dimensions &amp; weight</b>	Overall length (ROPS) model 2WD/4WD in (mm)	137.6 (3495)/134.1 (3405)		
	Overall length (CAB model) 2WD/4WD in (mm)	140.6 (3570)/137.0 (3480)		
	Overall height (top of ROPS/CAB) in (mm)	92.5 (2350)/97.8 (2485)	94.0 (2390)/99.0 (2515)	
	Overall width (Minimum) in (mm)	67.2 (1706)	72.8 (1850)	
	Wheelbase (ROPS/CAB) in (mm)	78.7 (2000)/81.7 (2075)		
	Crop clearance (Front Axle) in (mm)	18.1 (460)		
	Tread width Front 2WD in.	55.9-71.7 (1420-1820)		

	(mm)		
Front 4WD in. (mm)		52 3-58.3 (1330-1430)	
Rear in.(mm)		51 9-67.7 (1320-1720)	55 9-67.7 (1420-1720)
Turning radius (w/o brake <sup>(2)</sup> ) 2WD/4WD ft (m)		11.2 (3.4)/12.1 (3.7)	
Tractor weight (ROPS model) 2WD/4WD lbs (kg)		3748(1700)/3968(1800)	3858(1750)/4078(1850)
Tractor weight (CAB model) 2WD/4WD lbs (kg)		4277(1940)/4497(2040)	4453(2020)/4608(2090)

The company reserves the right to change the above specifications without notice.  
 For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications.  
<sup>(1)</sup>M4900SCS creep speed model is available as factory option (2WD, 12F/12R transmission)  
<sup>(2)</sup>4WD engaged

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**Kubota M6800 Specifications** *Optional Upgrade*

<b>Model</b>		M6800	
<b>Engine</b>		V3300-E	
	Type (Make KUBOTA)	E-TVCS, Indirect injection, liquid cooled diesel	
	No of cylinders/Aspiration	4/Natural	
	Engine net power/PTO power HP (kW)	68(50.7)/62(46.2) @2600 rpm	
	Total displacement cu in (cc)	202(3318)	
	Fuel tank capacity gal (l)	17.2 (65) on ROPS model, 25.1 (95) on CAB model	
	Air cleaner	Dry, dual-element	
	Alternator	45 Amp on ROPS model, 60 Amp on CAB model	
<b>Transmission</b>	No of speeds	8 forward/8 reverse (12 forward/12 reverse w/optional creep gear)	
	Main gear shift (4 speeds)	Fully synchronized	
	Synchro-shuttle	Dash-mounted lever	
	Main clutch diameter in (mm)	10.8 (275)	
	Main clutch type/Brake type	Dry single plate/Mechanical wet disc	
	Mechanical differential lock	Front (4WD) & rear standard	
<b>PTO</b>	PTO type	Live-independent, hydraulic PTO w/PTO brake, wet clutch	
	Speed	540 rpm	
<b>Hydraulics</b>	Pump capacity (3-point hitch) gpm(l/min)	11 (41.6)	
	3-point hitch	Telescopic lower link ends, Telescopic stabilizers, Crank-type lift rod	
	Category	I / II	
	Control system	Position, draft (top link sensing) & mix control	
	Lift capacity @ 24 in behind lift point lbs (kg)	3310 (1500)	
	No of standard remote valves	1 (2nd optional on ROPS model, 2nd-3rd & flow control valve optional on CAB model)	
<b>Other features</b>	4WD drive system (4WD model)	Bevel gear type	
	Steering	Hydrostatic power steering	
	Hood type/Pedal type	Full open hood/Hanging pedals	
	Deck type (ISO-mounted w/rubber mat)	Semi-flat on ROPS model, Full-flat on CAB model	
	Standard tire size	2WD Front/Rear	7.50-16F2/16.9-30R1
		4WD Front/Rear	9.5-24R1/16.9-30R1
	Optional tires	Ag tires, Turf tires (Galaxy turf special tires & Industrial tires available for M4900/M5700)	
<b>Dimensions &amp; weight</b>	Overall length (ROPS) model 2WD/4WD in (mm)	140.2(3560)/138.8(3525)	
	Overall length (CAB model) 2WD/4WD in (mm)	143.1(3635)/141.7(3600)	
	Overall height (top of ROPS/CAB) in (mm)	98.4(2500)/99.2(2519)	
	Overall width (Minimum) in (mm)	73.2(1860)	
	Wheelbase (ROPS/CAB) in (mm)	80.7(2050)/83.7(2125)	
	Crop clearance (Front Axle) in (mm)	18.1 (460)	
	Tread width	Front 2WD in (mm)	55.9-71.7 (1420-1820)
		Front 4WD in (mm)	55.9-59.8(1420-1520)
		Rear in (mm)	55.9-67.7 (1420-1720)

Turning radius (w/o brake) <sup>(2)</sup> 2WD/4WD ft (m)	11.2 (3.4)/12.5 (3.8)
Tractor weight (ROPS model) 2WD/4WD lbs (kg)	5055(2290)/5185(2350) <sup>(3)</sup>
Tractor weight (CAB model) 2WD/4WD lbs (kg)	5079(2530)/5712(2590) <sup>(3)</sup>

The company reserves the right to change the above specifications without notice  
 For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications

<sup>(2)</sup>4WD engaged

<sup>(3)</sup>w/cast iron disks for rear wheels 575 lbs (260 kg) less with steel disks

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**Kubota M105S Specifications**

Model		BID		Optional Upgrade		
		M105SHC (2WD)		M105SHDC (4WD)		
<b>Engine</b>	Type (Make KUBOTA)	V3800-DI-TI, direct injection, liquid cooled 4-cylinder diesel				
	Aspiration	Turbocharged w/intercooler				
	Engine net power	105 HP @2600 rpm				
	PTO power	93 HP				
	Total displacement	230 cu in				
	Fuel tank capacity	46 gal.				
	Air cleaner	Dry, dual-element				
	Alternator	60 Amp				
<b>Transmission</b>	No of speeds	16 forward/16 reverse (24 forward/24 reverse w/optional creep)				
	Main gear shift (4 speeds)	Fully synchronized				
	Hydraulic-shuttle	Dash-mounted lever				
	Main clutch type/Brake type	Hydraulic wet discs				
	Mechanical differential lock	Standard (Rear)		Standard (Front & Rear)		
<b>PTO</b>	PTO type	Hydraulic independent PTO w/PTO brake, wet discs				
	Speed	540 rpm (540/1000 rpm optional)				
<b>Hydraulics</b>	Pump capacity (3-point hitch)	17.2 gpm				
	3-point hitch	Telescopic lower link ends, Telescopic stabilizers				
	Category	II				
	Control system	Position, draft (top link sensing) & mix control				
	Lift capacity at 24 in behind lift point	4630 lbs, 7490 lbs. w/2 assist cylinders (optional)				
	No of standard remote valves	1 standard (2nd, 3rd & flow control valve optional)				
<b>Other features</b>	4WD drive system	----		Bevel gear type		
	Steering	Hydrostatic power steering				
	Hood type	Full open hood				
	Deck type/Pedal type	ISO-mounted full flat deck w/ rubber mat/hanging pedals				
	Tire size <sup>(1)</sup> Front/Rear	10.00-16/18.4R34		13.6-24/18.4R34		
<b>Dimensions &amp; weight</b>	Overall length	162 in		162 in		
	Overall height (top of CAB)	106 in		106 in		
	Overall width	79 in		79 in		
	Wheelbase	95.9 in		95.9 in.		
	Ground clearance (Drawbar bracket)	17.1 in		17.1 in.		
	Tread width	Front	59.8-79.5 in		60.2-65.4 in.	
		Rear	60.0-80.0 in.		60.0-80.0 in.	
	Turning radius (w/o brake)	12.5 ft.		15.4 ft. <sup>(2)</sup>		
	Tractor weight <sup>(3)</sup>	7055 lbs.		7628 lbs		
Tractor weight <sup>(4)</sup>	8069 lbs.		8642 lbs.			

The company reserves the right to change the above specifications without notice  
 For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications  
 Not for sale in Nebraska

<sup>(1)</sup>Optional tire size available

<sup>(2)</sup>4WD engaged

<sup>(3)</sup>w/steel disks for rear wheels

<sup>(4)</sup>w/cast iron disks for rear wheels

**Return to M105S Tractor Series**

[http://www.deenimplement.com/kubota\\_ms\\_specs.htm](http://www.deenimplement.com/kubota_ms_specs.htm)

7/7/2004