

AT 2:16 O'CLOCK P.M.

DEC - 8 2011

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXASBY *Clara Jones* SECRETARY**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 12TH DAY OF DECEMBER, 2011, 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:

OPENING PRAYER.**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 approve and record the employment of Bryan Murff as a Deputy Constable, Precincts #1 & #4, effective January 1, 2012 at the rate of \$18.16 per hour.

- b. To record the employment of Chris Dickerson as a Detention Officer with the Panola County Sheriff's Department effective December 5, 2011 at the rate of \$11.67 per hour.
- c. To record the employment of Cierra Beatriz as a Detention Officer with the Panola County Sheriff's Department effective December 6, 2011 at the rate of \$11.67 per hour.
- d. To record the resignation of Ivan Tatum as a Detention Officer with the Panola County Sheriff's Department effective December 10, 2011.
- e. To approve and record the employment of Ron Clinton as a Deputy Constable, Precincts #2 & #3, effective January 1, 2012 at the rate of \$18.16 per hour.

ROAD & BRIDGE

- a. To approve and record a request by Eastex Telephone Co-op, Inc. to place a buried cable within the right-of-way of Panola County Road #248.
- b. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County Road #219 with a 12" steel pipe line.
- c. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County Road #219 with a 4" steel pipe line.
- d. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County Road #107 with a 12" steel pipe line.
- e. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County Road #104 with a 12" steel pipe line.
- f. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County Road #104 with a 4" steel pipe line.
- g. To approve and record a request by Turner Hoe Services to cross under Panola County Road #207 with a 1" water line.
- h. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #127 with a ten inch (10") steel casing pipe encasing a four and a half inch (4-1/2") flex line.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of November, 2011.

- b. To record American States Insurance Company's Continuation Certificates for Panola County Sheriff's Department Reserve Deputy Jeffrey Dickerson and Panola County Treasurer Chief Deputy Katy Julian.
- c. To approve and record 2011 Budget Amendment No. 20.
- d. To record Panola County Criminal District Attorney State Apportionment Fund Amendment #1 for Fiscal Year 2011.
- e. To record Panola County Criminal District Attorney State Forfeiture Fund Amendment #1 for Fiscal Year 2011.

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 District Clerk Debra Johnson; and Panola County Auditor Sidney Burns.
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 Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field for Fiscal Year 2012.
 7. To open sealed proposals for Installation and Maintenance of Computers, Printers, Scanners, and all Equipment Necessary for the Operation of Panola County's Internet Based Network. Proposal may be awarded at a future meeting of the Court.
 8. To open sealed bids for:
 - a. Road oil (cracked fuel oil);
 - b. Corrugated steel pipe culverts;
 - c. Polyethylene corrugated culverts;
 - d. Gravel;
 - e. Fly ash and bottom ash;
 - f. Bits, holders;
 - g. Used railroad tank cars/flat cars;
 - h. Concrete/iron ore;
 - i. Crushed limestone;
 - j. Soil Cement (Type 1); and
 - k. Calcium sulfate hemihydrate aggregate.

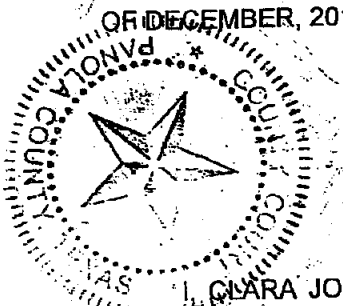
Bids may be awarded at a future meeting of the Court.

9. To adopt payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2012.
10. To adopt payment schedule for petit jurors and grand jurors for Fiscal Year 2012.

11. To discuss and act upon adopting Order #2011-18 designating a day of the week for regular meetings of the Commissioners' Court each month.
12. To review the County's Investment Policy and discuss and act upon adopting Resolution #2011-03 regarding same.
13. To appoint two (2) members to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2012 and ending December 31, 2013.
14. To appoint two (2) members to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2012 and ending December 31, 2013.
15. To discuss and act upon adopting 2012 Mileage Reimbursement Schedule.
16. To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1.
17. To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2.
18. To discuss and act upon approving Kenworth Truck Company Limited Warranty Agreement on two (2) Kenworth Trucks, VIN#2NKHHN8X5CM323413 and VIN#2NKHHN8X7CM323414.
19. To discuss and act upon adopting an Authorization to Make Optional Contribution to the County's Account in the Subdivision Accumulation Fund (SAF) with the Texas County & District Retirement System.
20. To discuss and act upon adopting Order #2011-19 with regards to committing fund balances in compliance with GASB-54.
21. To discuss and act upon approving an Agreement Between East Texas Open Door, Inc. and Panola County for services rendered.
22. To discuss and act upon adopting an Order Prohibiting Certain Fireworks in Unincorporated Areas of Panola County, Texas.

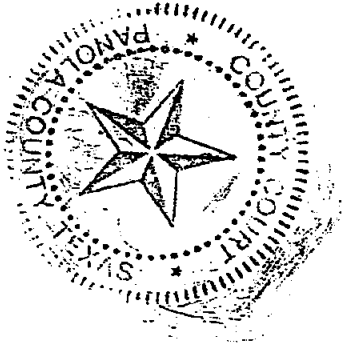
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8TH DAY
OF DECEMBER, 2011 AT 2:16 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones ~~Deputy~~

I, CLARA JONES, 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 8TH DAY OF DECEMBER, 2011 AT 2:16 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones ~~Deputy~~

FILED FOR RECORD
IN MY OFFICE
AT 2:00 O'CLOCK P M

JAN 9 2012

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *Clara Jones* DEPUTY

The State of Texas
The County of Panola County

On this the 12th day of December, A D. 2011 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
Ronnie LaGrone
John Gradberg
Dale LaGrone

County Judge
Commissioner, Precinct #1
Commissioner, Precinct #2
Commissioner, Precinct #4

And Commissioner Hermon Reed absent, constituting a quorum of the Court. Also attending were Clara Jones, 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:

Prayer was given by Judge Anderson

OPEN MEETING:

1. CITIZEN COMMENT:

Mr. Stewart Green thanked Commissioner Ronnie LaGrone the Court and John Depresca Jr. on the removal of the trees at the airport.

2. COMMISSIONERS' REPORTS:

Commissioner Ronnie LaGrone gave a progress report on the removal of the trees at the airport.

3. COUNTY JUDGE'S REPORT:

Judge Anderson reminded the Court that Commissioners' Court will be held December 30, 2011.

4. CONSENT ITEMS:

PERSONNEL

- ☒ a. To approve and record the employment of Bryan Muff as a Deputy Constable, precincts #1 & #4, effective January 1, 2012 at the rate of \$18.16 per hour.
- ☒ b. To record the employment of Chris Dickerson as a Detention Officer with the Panola County Sheriff's Department effective December 5, 2011 at the rate of \$11.67 per hour.
- ☒ c. To record the employment of Cierra Beatriz as a Detention Officer with the Panola County Sheriff's Department effective December 6, 2011 at the rate of \$11.67 per hour.

- ✓d. To record the resignation of Ivan Tatum as a Detention Officer with the Panola County Sheriff's Department effective December 10, 2011.
- ✓E. To approve and record the employment of Ron Clinton as a Deputy Constable, Precinct #2 & #3, effective January 1, 2012 at the rate of \$18.16 per hour.

ROAD & BRIDGE

- ✓a. To approve and record a request by Eastex Telephone Co-op, Inc. to place a buried cable within the right-of-way of Panola County Road #248
- ✓b. To approve and record a request by MarkWest Energy East Texas Gas Company, L.L.C. to cross under Panola County road #219 with a 12" steel pipe line.
- ✓c. To approve and record a request by Markwest Energy East Texas Gas Company L.L.C. to cross under Panola County road #219 with a 4" steel pipe line.
- ✓d. To approve and record a request by MarkWest Energy East Texas Gas Company L.L.C. to cross under Panola County road #107 with a 12" steel pipe line.
- ✓e. To approve and record a request by MarkWest Energy East Texas Gas Company L.L.C. to cross under Panola County road #104 with a 12" steel pipe line.
- ✓f. To approve and record a request by MarkWest Energy East Texas Gas Company L.L.C. to cross under Panola County road #104 with a 4" steel pipe line.
- ✓g. To approve and record a request by Turner Hoe Services to cross under Panola County road #207 with a 1" water line.
- ✓h. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County road #127 with a ten inch (10") steel casing pipe encasing a four and a half inch (4-1/2") flex line.

MISCELLANEOUS

- ✓a. To approve minutes of Commissioners' Court meeting held during the month of November, 2011.
- ✓b. To record American States Insurance Company's Continuation Certificates for Panola County sheriff's Department Reserve Deputy Jeffrey Dickerson and Panola County Treasurer Chief Deputy Katy Julian.
- ✓c. To approve and record 2011 Budget Amendment No.20.
- ✓d. To record Panola County Criminal District Attorney State Appointment Fund Amendment #1 for Fiscal Year 2011.
- ✓e. To record Panola County Criminal District Attorney State Forfeiture fund Amendment #1 for fiscal Year 2011.

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 District Clerk Debra Johnson; and Panola County Auditor Sidney Burns.

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

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

- ✓ 5. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion 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. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BILLS ATTACHED.
- ✓ 6. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award the bid for Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field for Fiscal Year 2011 to **AvFuel Corporation**. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BID ATTACHED.
- ✓ 7. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to accept the opening of the proposal from **Absolute Technologies** for Installation and Maintenance of Computers, Printers, Scanners, and all Equipment Necessary for the Operation of Panola County's Internet Based Network. The motion passed by a vote of 4-0-1. The contract will be awarded at the December 30, 2011 meeting of the Commissioners' Court. Commissioner Reed was absent.
- ✓ 8. To open sealed bids for the following items for the Panola County Road and Bridge Department:
 - ✓ a. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to award the bid for Road oil (cracked fuel oil); to **Bryan & Bryan Asphalt Road Oil Ltd.** The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BID ATTACHED.
 - ✓ b. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award 12"-36" and 60" Corrugated steel pipe culverts to **ConTech Construction Products**; and **Wilson Culverts, Inc** 48" and 72"-120". The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BIDS ATTACHED.
 - ✓ c. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to table the bid for Polyethylene corrugated culverts until the next Commissioners' Court meeting December 30, 2011 at 9:00 o'clock a.m. The motion passed by a vote of 4-0-1. Commissioner Reed was absent.
 - ✓ d. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to table the bid for Gravel until the next Commissioners' Court meeting December 30, 2011 at 9:00 o'clock a.m. The motion passed by a vote of 4-0-1. Commissioner Reed was absent.
 - ✓ e. There were no bids for Fly ash and bottom ash.
 - ✓ f. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to award the bid for Bits, Holders to **Holt Cat**. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BID ATTACHED.
 - ✓ g. There were no bids for used railroad tank cars/flat cars.
 - ✓ h. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to table the bid for Concrete/iron ore until the next Commissioners' Court meeting December 30, 2011 at 9:00 o'clock a.m. The motion passed by a vote of 4-0-1. Commissioner Reed was absent.
 - ✓ i. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award the bid for Crushed limestone to **Dodson Trucking**. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF BID ATTACHED.

j. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to table the bid for soil cement (type 1) until the next meeting December 30, 2011 at 9:00 o'clock a.m. The motion passed by a vote of 4-0-1. Commissioner Reed was absent.

✓k. There were no bids for calcium sulfate hemihydrate aggregate.

✓9. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to adopt payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2012. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF SCHEDULE ATTACHED.

✓10. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to adopt payment schedule for petit jurors and grand jurors for Fiscal Year 2012. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF SCHEDULE ATTACHED.

✓11. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt Order #2011-18 designating a day of the week for regular meetings of the Commissioners' Court each month. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF ORDER ATTACHED.

✓12. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to review the County's Investment Policy and to adopt Resolution #2011-03 regarding same. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF POLICY AND RESOLUTION ATTACHED.

✓13. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to appoint Jack Reeves and Cliff Todd to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2012 and ending December 31, 2013. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF APPOINTMENT ATTACHED.

✓14. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to appoint Palmer Fuselier and Rebecca Joffrion to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2012 and ending December 31, 2013. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF APPOINTMENT ATTACHED.

✓15. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt 2012 Mileage Reimbursement Schedule. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF SCHEDULE ATTACHED.

✓16. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to approve a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.

✓17. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to approve a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.


✓18. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve Kenworth Truck Company Limited Warranty Agreement on two (2) Kenworth Trucks, VIN#2NKHNN8X5CM323413 and

VIN#2NKH8X7CM323414. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.

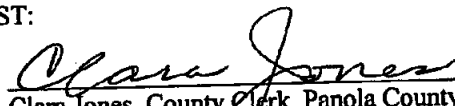
- ✓ 19. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt an Authorization to Make Optional Contribution to the County's Account in the Subdivision Accumulation Fund (SAF) with the Texas County & District Retirement System. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AUTHORIZATION ATTACHED.
- ✓ 20. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt Order #2011-19 with regards to committing fund balances in compliance with GASB-54. The motion passed by a vote of 3-1-1. Commissioner Gradberg voted no. Commissioner Reed was absent. SEE COPY OF ORDER ATTACHED.
- ✓ 21. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve an Agreement Between East Texas Open Door, Inc. and Panola County for services rendered. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 22. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion not to adopt an Order Prohibiting Certain Fireworks in Unincorporated Areas of Panola County, Texas. The motion passed by a vote of 4-0-1. Commissioner Reed was absent. SEE COPY OF ORDER ATTACHED.

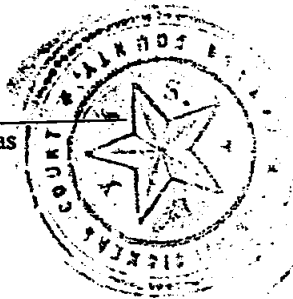
The meeting was then adjourned.

Dated the 12th day of December, 2011.


David L. Anderson, County Judge

ATTEST:


Clara Jones, County Clerk, Panola County, Texas



Commissioners' Court Meeting
Dec. 12, 2011

VOL.

77 PAGE 631

1. Stewart Khan
2. John DePesso Jr
3. ~~Carroll~~
4. Tim Burras
5. Derek Bain
6. Kim Gordon
7. Chris H. S.
8. ~~John~~ M. Gulla
9. David Thomas
10. Dan W. K.
- 11.
- 12.

VOL. 77 PAGE 632

CONSENT ITEMS

County of Panola

VOL. 77 PAGE 633



Kevin Lake
Constable Precincts 1 & 4
110 South Sycamore Room 102-A
Carthage, Texas 75633

To: Panola County Commissioners' Court
Panola County Courthouse

Date: 12-7-11

From: Kevin Lake
Constable Pct. 1&4
Panola County, Texas

Dear Sirs,

At your next scheduled meeting please approve and record the employment of Bryan Murff as Deputy Constable, Precincts #1 & #4, effective January 1, 2012, at the rate of \$18.16 per hour.

Thank you for your assistance in this matter.

Sincerely,

Kevin Lake
Constable Pct. 1&4
Panola County, Texas

Phone: 903-693-0385

Fax: 903-693-0342

VOL. 77 PAGE 634

314 W. WELLINGTON
CARTHAGE, TX 75633
(903) 893-0333
FAX (903) 893-9388



JACK ELLETT
SHERIFF

PANOLA COUNTY SHERIFF'S DEPARTMENT

November 30, 2011

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

Dear Judge Anderson:

Please add the following items to the next scheduled meeting of the Panola County Commissioners' Court:

- 1) Please record the employment of Chris Dickerson as a Detention Officer with Panola County Sheriff's Office. Effective December 5, 2011 at a rate of \$11.67 an hour.

Sincerely,


Jack Ellett
Sheriff

JE/lj

CC: Sidney Burns
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

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



JACK ELLETT
SHERIFF

PANOLA COUNTY SHERIFF'S DEPARTMENT

December 5, 2011

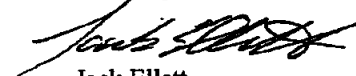
The Honorable David Anderson
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge Anderson:

Please add the following items to the next scheduled meeting of the Panola County Commissioners' Court:

- 1) Please record the employment of Cierra Beatriz as a Detention Officer with Panola County Sheriff's Office. Effective December 06, 2011 at a pay rate of \$11.67 an hour.

Sincerely,


Jack Ellett
Sheriff

JE/lj

CC: Sidney Burns
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

VOL. 77 PAGE 636

314 W. WELLINGTON
CARTHAGE, TX 75833
(903) 693-0333
FAX (903) 693-9366



JACK ELLETT
SHERIFF

PANOLA COUNTY SHERIFF'S DEPARTMENT

November 30, 2011

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

Dear Judge Anderson:

Please add the following items to the next scheduled meeting of the Panola County Commissioners' Court:

- 1) Please record the resignation of Ivan Tatum as a Detention Officer with Panola County Sheriff's Office. Effective December 10, 2011

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Ellett".

Jack Ellett
Sheriff

JE/lj

CC: Sidney Burns
Gloria Portman

HONESTY - INTEGRITY - DEDICATION



County of Panola

MITCH NORTON
CONSTABLE PRECINCTS 2 & 3
ROOM 102 COURTHOUSE
CARTHAGE, TEXAS 75633
(903) 693-0385

Panola County Commissioners' Court
Panola County Courthouse
110 S. Sycamore St.
Carthage, Texas 75633

Dear Sirs,

At your next scheduled meeting please approve and record the employment of Ron Clinton as Deputy Constable, Precincts #2 & #3, effective January 1, 2012, at the rate of \$18.16 per hour.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Mitch Norton".

Mitch Norton
Constable Pct. 2&3
Panola County, Texas

NOTICE OF PROPOSED INSTALLATION
OF TELEPHONE CABLE

TO: PANOLA CO COMMISSIONERS' COURT
C/O COUNTY ENGINEER
PANOLA CO ROAD & BRIDGE DEPARTMENT
1211 E. SABINE
CARTHAGE, TEXAS 75633

Formal notice is hereby given that EASTEX TELEPHONE CO-OP, INC.
proposes to place a telephone cable within the right-of-way of County Road Number:
248, as shown on attached map, in Panola County, Texas.

The telephone cable will be constructed and maintained on the County right-of-way as directed by the County Engineer and in accordance with specifications of Panola County Commissioners' Court.

Construction under this proposal will begin on or after the 1ST day of
DECEMBER, 2011

FIRM: EASTEX TELEPHONE CO-OP, INC.
BY: Lloyd Burkh
TITLE: Engineer
ADDRESS: P.O. BOX 150
HENDERSON, TEXAS 75653-0150

APPROVAL

December 12, 2011

TO: Mr. Lloyd Brooks
Eastex Telephone Co-op, Inc.
P. O. Box 150
Henderson, Texas 75653-0150

RE: CR #248

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

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

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

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

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

Approved:


COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	John Gradberg
Precinct #3	Hermon E. Reed, Jr.
Precinct #4	Dale LaGrone

SEE SHEET 4

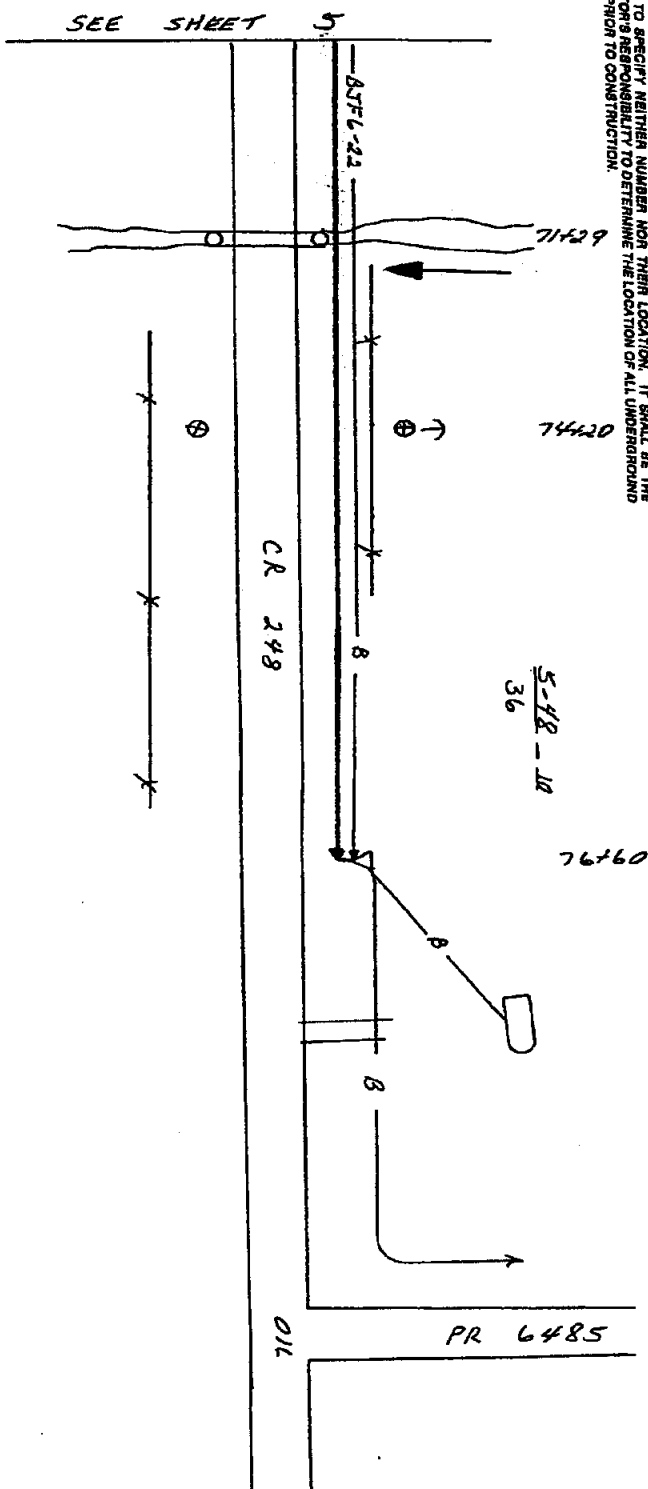
NOTE: THIS STAVING SHEET DOES NOT SHOW ALL PIPE LINES AND OTHER UNDERGROUND UTILITIES. THOSE THAT ARE SHOWN ARE RELATIVE ONLY AND ARE NOT INTENDED TO SPECIFY NEITHER NUMBER NOR THEIR LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

REMOVED BY:	STAMPED BY: <i>LB</i>		BURNED STAMPING AND PLANT RECORD	ROUTE <i>5-48</i>	PAGE NO.
DATE:	DATE:			SHEET <i>5</i> OF <i>6</i>	
	COUNTY: <i>PA/DELA</i>				
EASEMENT APPROVED BY:	PLACED IN SERVICE:				
			COMPANY: EASTEX TELEPHONE COOP., INC.	MAP REF.	
			EXCHANGE: <i>PNHL</i>	WORK ORDER	

[illegible]

REVIEWED BY:	STAKED BY: <i>LB</i>	BURIED STAKING AND PLANT RECORD		ROUTE <i>5-48</i>	PAGE NO.
DATE:	DATE:			SHEET <i>6</i> OF <i>6</i>	
	COUNTY: <i>PANOLA</i>	COMPANY: EASTTEX TELEPHONE COOP., INC.		MAP REF.	
EQUIPMENT APPROVED BY:	PLACED IN SERVICE:	EXCHANGE: <i>PVHL</i>		WORK ORDER	

NOTE: THIS STAKING SHEET DOES NOT SHOW ALL PIPE LINES AND OTHER UNDERGROUND UTILITIES. THOSE THAT ARE SHOWN ARE RELATIVE ONLY AND ARE NOT INTENDED TO SPECIFY NEITHER NUMBER NOR THEIR LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.



PEL NO.	POLE	PE (GUY/WING)	PF	BFC	BFC				HC-1	BA	BD	BD	BD	BG		BM	BM	BM	BM	SLUB NO.	SEB	SEBP	SEA 1-18	SEK 1-18	PL IN	SW-3	S-1 S-3
				50-22												53											
36				950-												1											

NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY

DATE 11/30/2011

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

MarkWest Energy East Texas Gas Company L.L.C. proposes to place a
(COMPANY NAME)

12" Steel Pipe line within the Right-of-Way of
(PIPE SIZE)

County Road: 219 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. 40 feet, 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:

30 day of November, 2011.

FIRM: MarkWest Energy East Texas Gas Company, L.L.C.

BY: Jeb Barney

TITLE: Forman

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: 903-694-2225

APPROVAL

December 12, 2011

TO: MarkWest Energy East Texas Gas Company, L.L.C.
c/o Mr. Craig Harris
325 W. Sabine, Suite B
Carthage, Texas 75633

RE: CR #219

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.

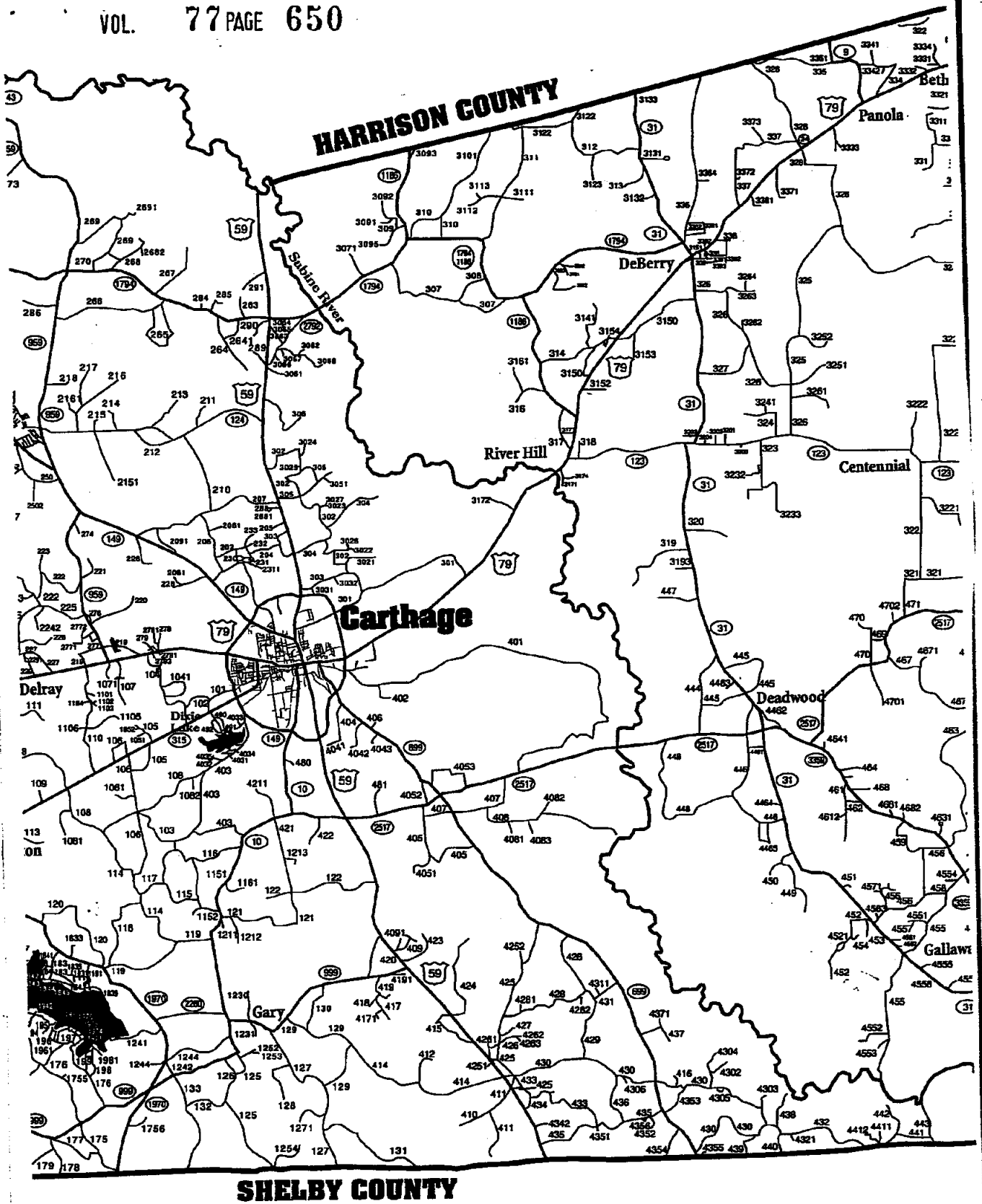
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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 John Gradberg
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Dale LaGrone



NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY

DATE 11/30/2011

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

MarkWest Energy East Texas Gas Company L.L.C. proposes to place a
(COMPANY NAME)

4" Steel Pipe line within the Right-of-Way of
(PIPE SIZE)

County Road: 219 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. 40 feet, 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:

30 day of November, 2011.

FIRM: MarkWest Energy East Texas Gas Company, L.L.C.

BY: Jeb Barney

TITLE: Forman

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: 903-694-2225

APPROVAL

December 12, 2011

TO: MarkWest Energy East Texas Gas Company, L.L.C.
c/o Mr. Craig Harris
325 W. Sabine, Suite B
Carthage, Texas 75633

RE: CR #219

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" 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:

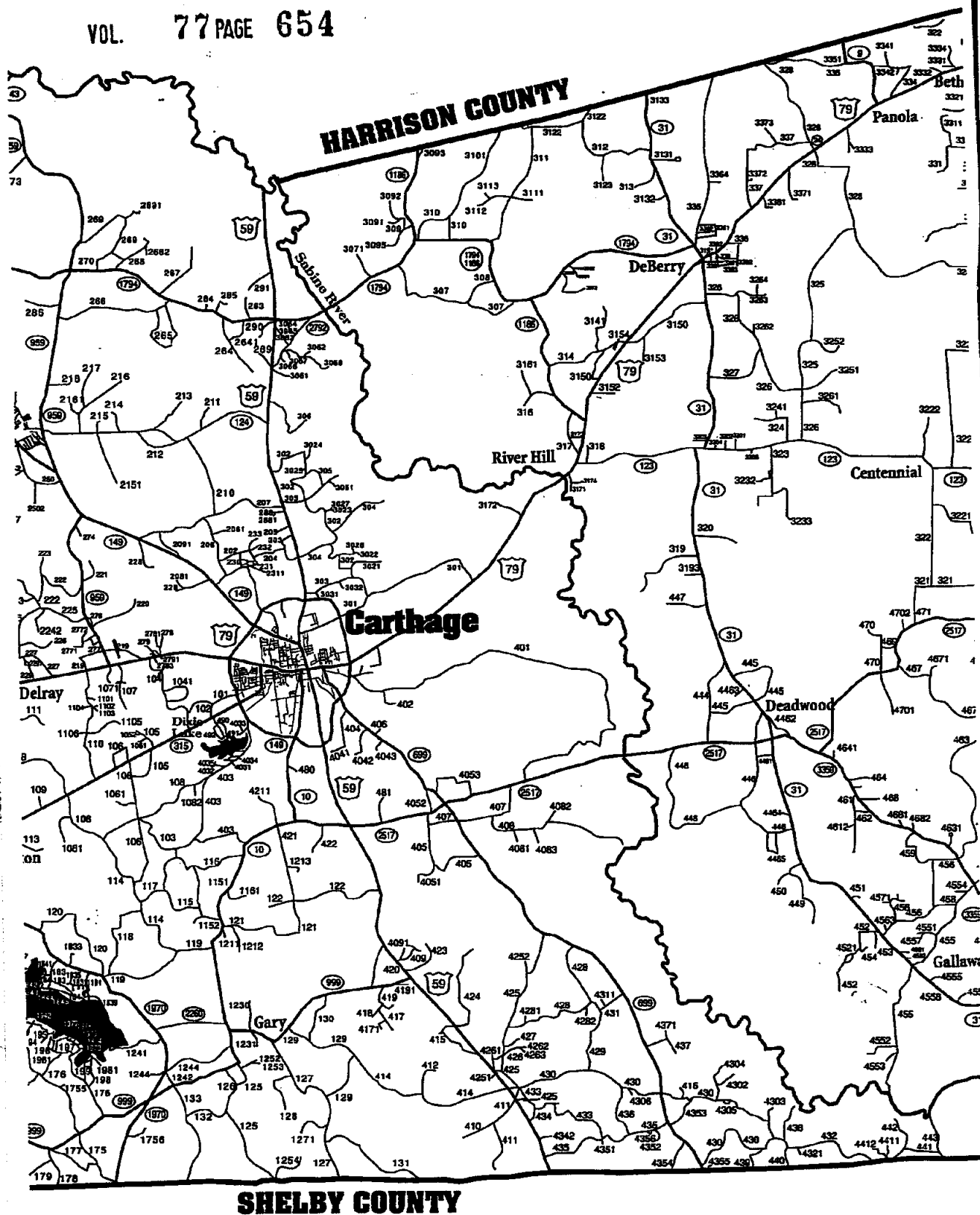
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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 John Gradberg
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Dale LaGrone



NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY

DATE 11/30/2011

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

MarkWest Energy East Texas Gas Company L.L.C. proposes to place a
(COMPANY NAME)

12" Steel Pipe line within the Right-of-Way of
(PIPE SIZE)

County Road: 107 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. 40 feet, 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:

30 day of November, 2011.

FIRM: MarkWest Energy East Texas Gas Company, L.L.C.

BY: Jeb Barney

TITLE: Forman

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: 903-694-2225

APPROVAL

December 12, 2011

TO: MarkWest Energy East Texas Gas Company, L.L.C.
c/o Mr. Craig Harris
325 W. Sabine, Suite B
Carthage, Texas 75633

RE: CR #107

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.

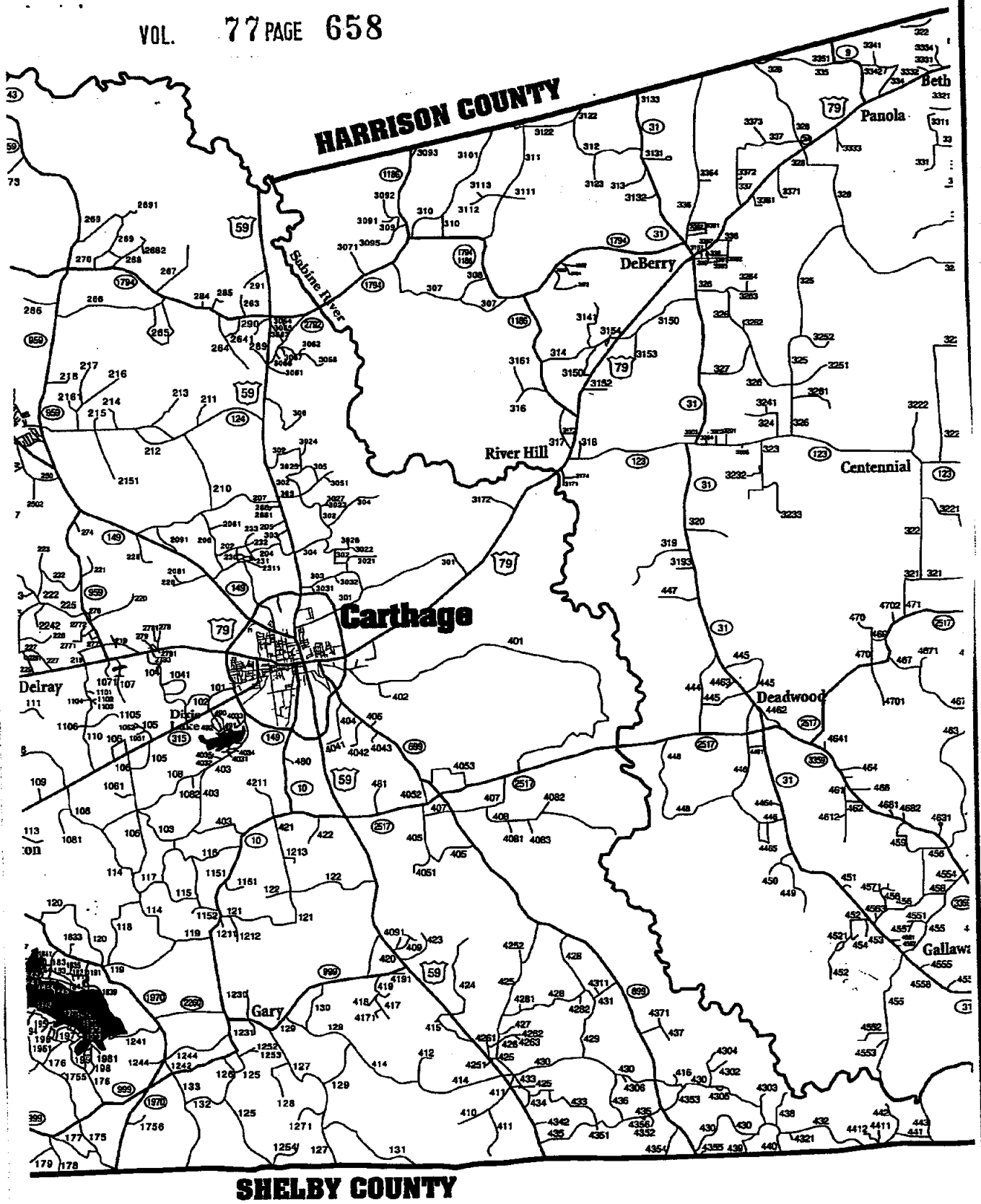
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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	John Gradberg
Precinct #3	Hermon E. Reed, Jr.
Precinct #4	Dale LaGrone



NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY

DATE 11/30/2011

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

MarkWest Energy East Texas Gas Company L.L.C. proposes to place a
(COMPANY NAME)

12" Steel Pipe line within the Right-of-Way of
(PIPE SIZE)

County Road: 104 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. 40 feet, 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:

30 day of November, 2011.

FIRM: MarkWest Energy East Texas Gas Company, L.L.C.

BY: Jeb Barney

TITLE: Forman

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: 903-694-2225

APPROVAL

December 12, 2011

TO: MarkWest Energy East Texas Gas Company, L.L.C.
c/o Mr. Craig Harris
325 W. Sabine, Suite B
Carthage, Texas 75633

RE: CR #104

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.

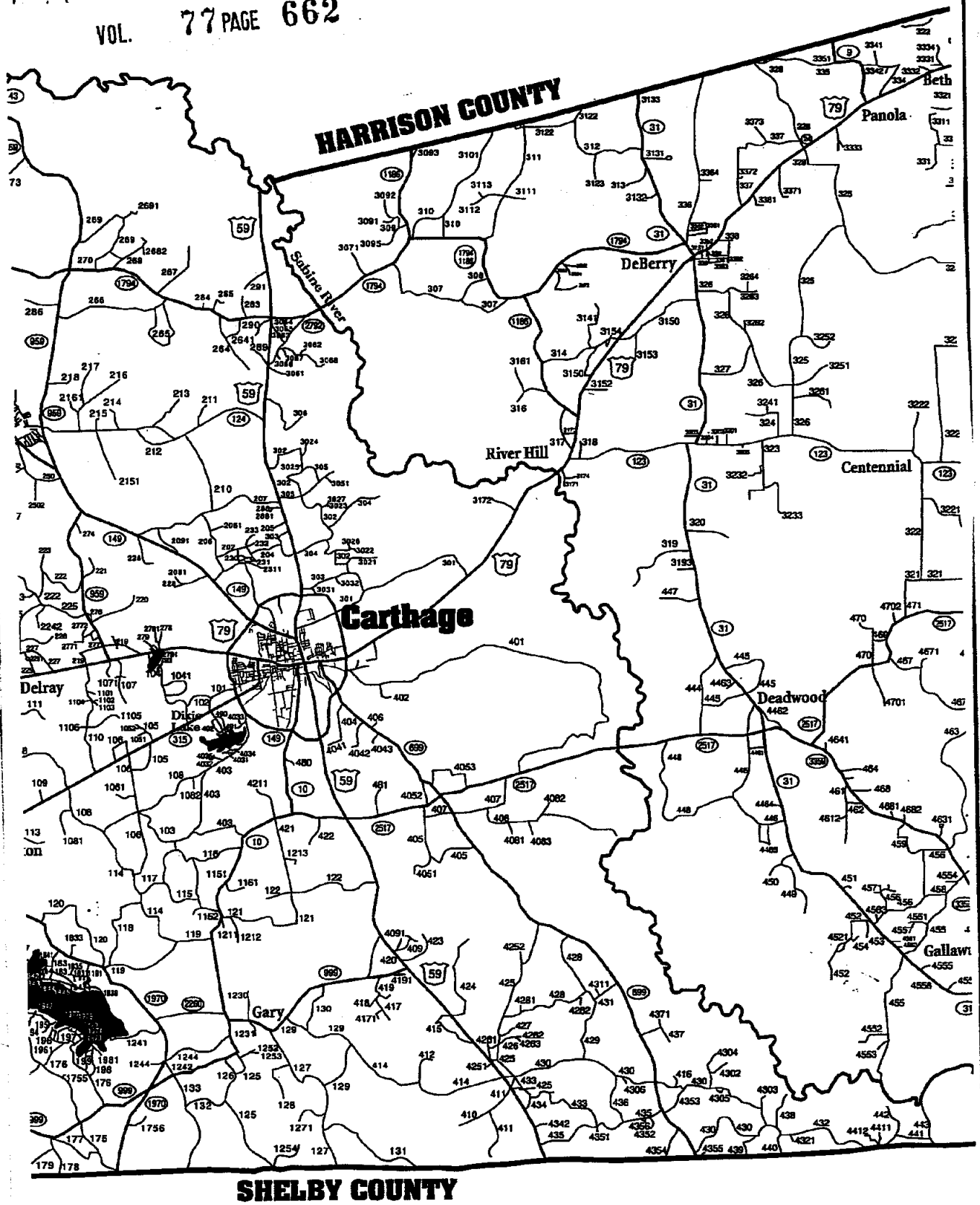
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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 John Gradberg
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Dale LaGrone



NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY

DATE 11/30/2011

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby given that:

MarkWest Energy East Texas Gas Company L.L.C. proposes to place a
(COMPANY NAME)

4" Steel Pipe line within the Right-of-Way of
(PIPE SIZE)

County Road: 104 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. 40 feet, 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:

30 day of November, 2011.

FIRM: MarkWest Energy East Texas Gas Company, L.L.C.

BY: Jeb Barney

TITLE: Forman

ADDRESS: 607 SW Loop 436

Carthage, Texas 75633

PHONE: 903-694-2225

APPROVAL

December 12, 2011

TO: MarkWest Energy East Texas Gas Company, L.L.C.
c/o Mr. Craig Harris
325 W. Sabine, Suite B
Carthage, Texas 75633

RE: CR #104

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 4" 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.

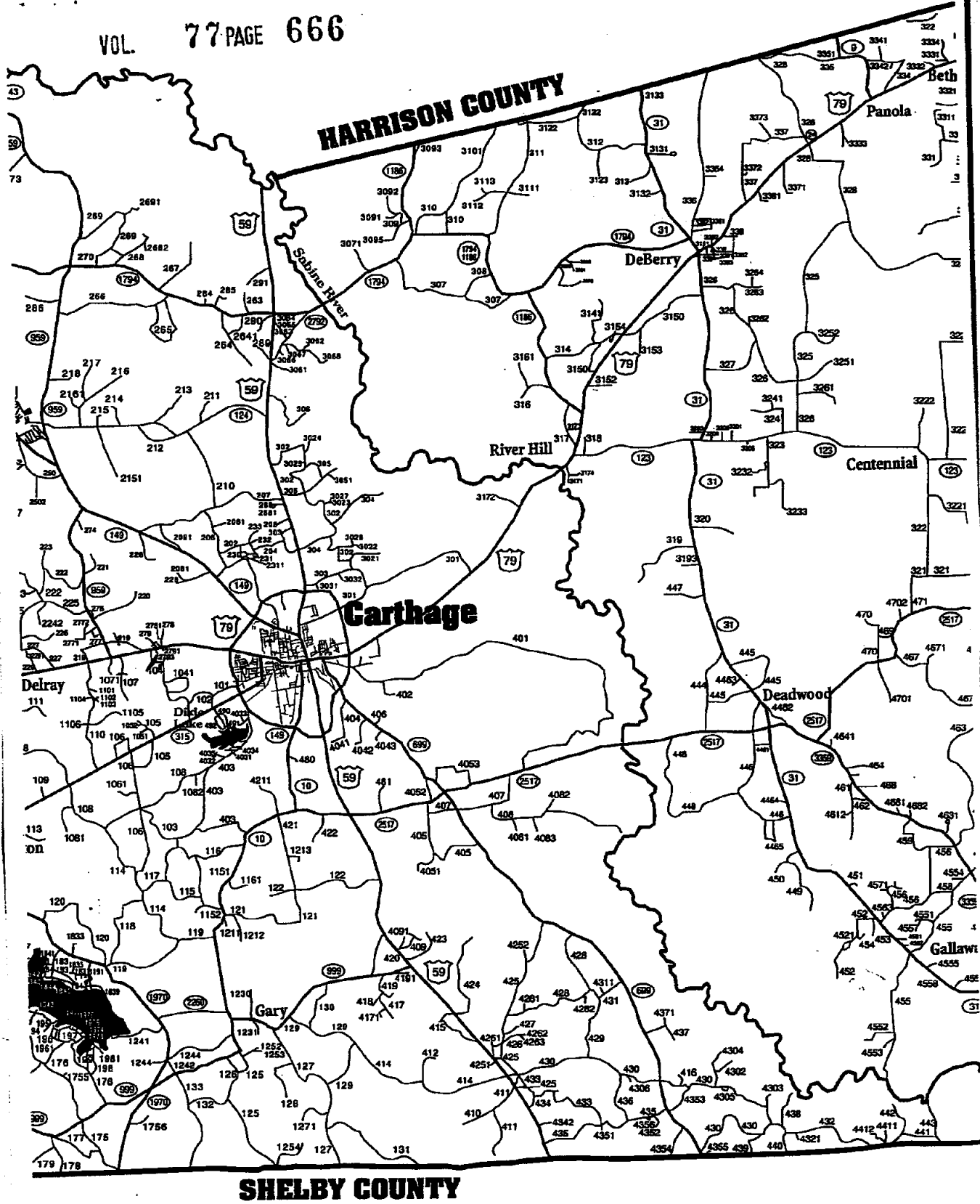
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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	John Gradberg
Precinct #3	Hermon E. Reed, Jr.
Precinct #4	Dale LaGrone



SHELBY COUNTY

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINESTO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Turner Hoe Services Proposes to place a
(COMPANY NAME)2" inch Bore 1" water Tap Line within the Right-of-Way
(PIPE SIZE)of County Road: 207 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 35 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 3 day of
December 2011.FIRM: Turner Hoe Service
BY: Randall Turner
TITLE: Owner
ADDRESS: 1717 Hwy 59 South
Carthage, Texas 75633
PHONE: (903) 754-1865

**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.

Commissioners:

Precinct #1 Ronnie LaGrone
Precinct #2 John Gradberg
Precinct #3 Hermon Reed, Jr.
Precinct #4 Dale LaGrone

APPROVAL

December 12, 2011

TO: Mr. Randall Turner
Turner Hoe Services
1717 US Hwy. 59 South
Carthage, Texas 75633

RE: CR #207

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 1" water 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.

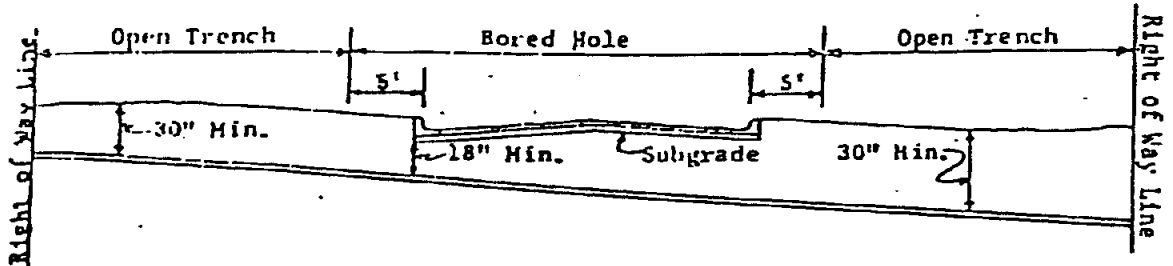
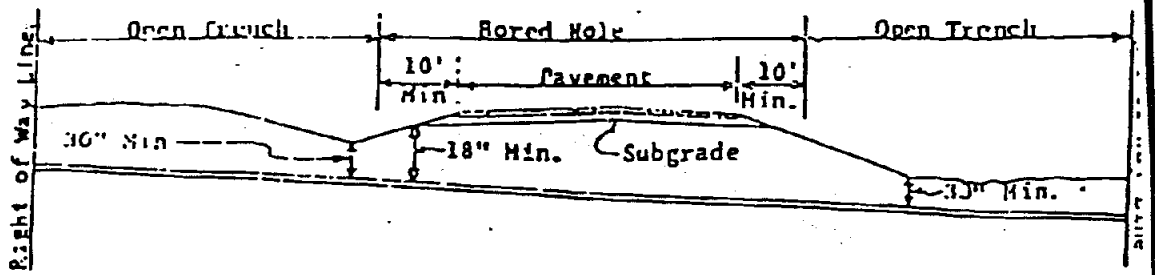
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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: 

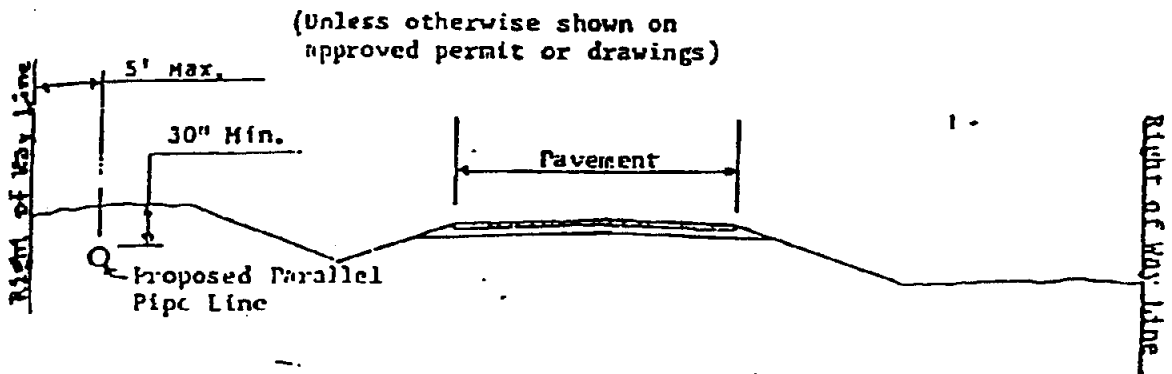
COUNTY JUDGE

COMMISSIONERS:

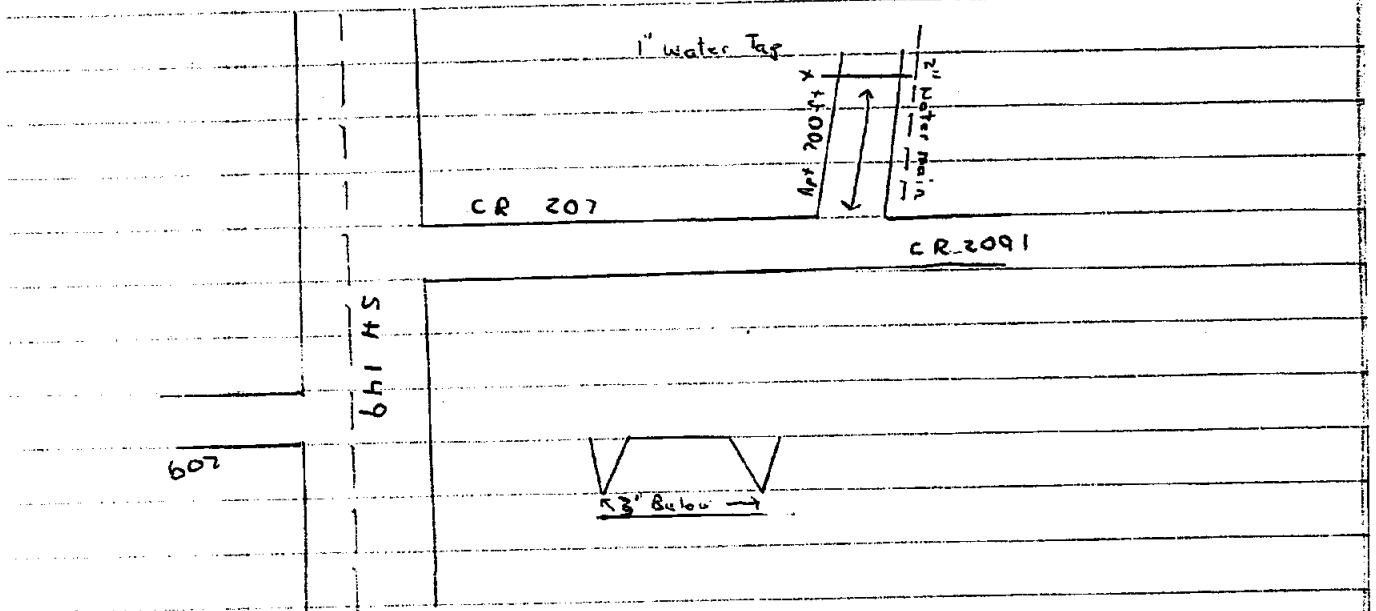
Precinct #1 Ronnie LaGrone
Precinct #2 John Gradberg
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Dale LaGrone



PIPE LINE CROSSING



PARALLEL PIPE LINE



VOL. 77 PAGE 674

**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:

Anadarko E&P Company LP Proposes to place a **Ten Inch (10") Steel**
Casing Pipe Encasing a Four and a Half Inch (4-5") Flex Line line within the
Right-Of-Way of County Road: 127 as follows:

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
as indicated on attached map

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 Road 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 16th day of December
2011.

Firm: Anadarko E&P Company LP
By: Jay Bonner
Title: Contract Agent
Address: 2360 Hwy 322 N
Henderson, TX 75652
Phone: 870-405-8485

APPROVAL

December 12, 2011

TO: Mr. Jay Bonner
Anadarko E&P Company, LP
2360 Hwy 322 N
Henderson, Texas 75652

RE: CR #127

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **ten inch (10") steel casing pipe encasing a four and a half inch (4-1/2") flex 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.

VOL.

77 PAGE 676

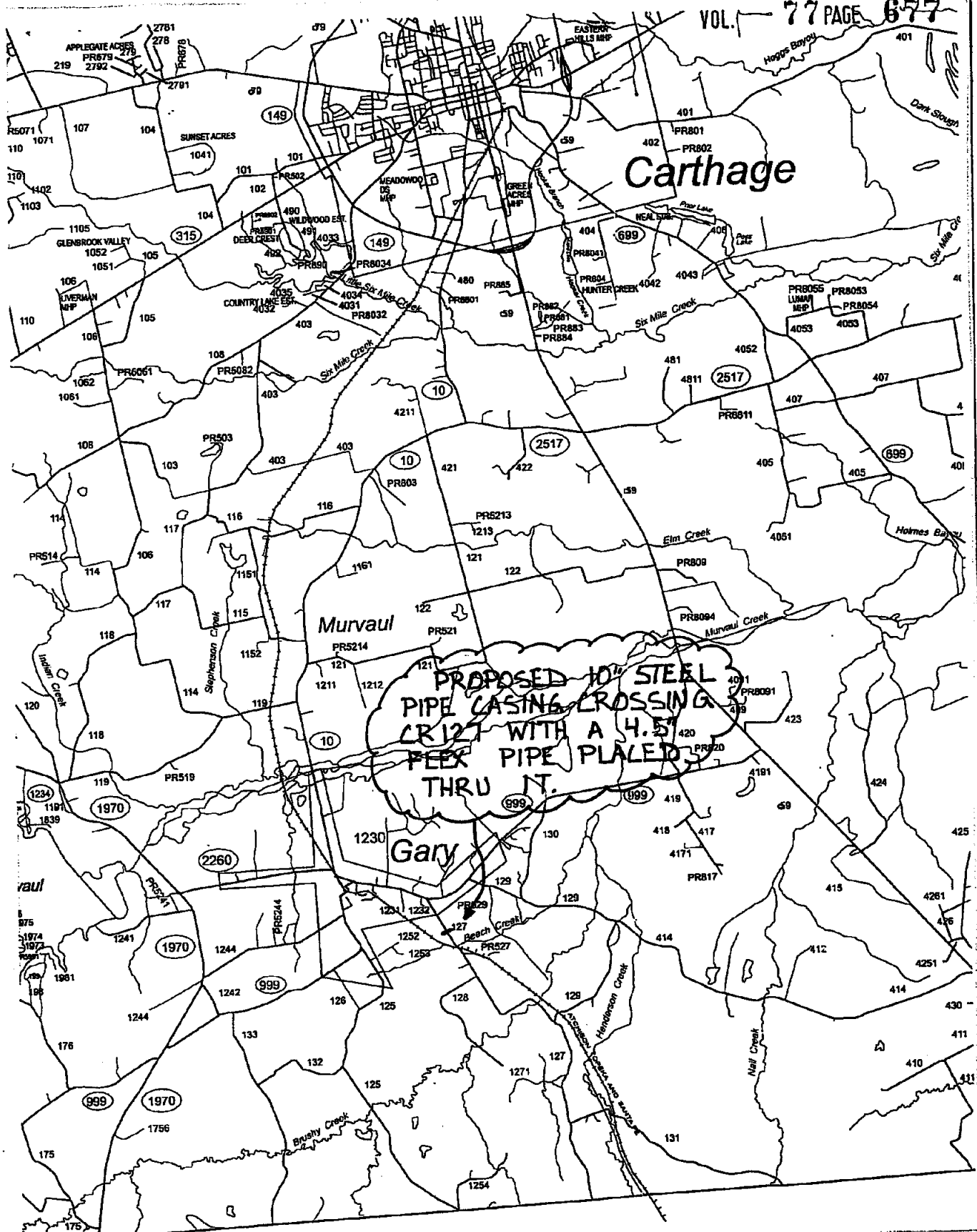
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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 John Gradberg
Precinct #3 Hermon E. Reed, Jr.
Precinct #4 Dale LaGrone





VOL. 77 PAGE 678

CONTINUATION
CERTIFICATE

Liberty Mutual Surety
1001 4th Avenue
Suite 1700
Seattle, WA 98154

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 885278

dated effective 10/14/1994
(MONTH-DAY-YEAR)

on behalf of JEFFREY DICKERSON C/O PANOLA COUNTY COURTHOUSE
(PRINCIPAL)

and in favor of SHERIFF OF PANOLA COUNTY
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 10/14/2011
(MONTH-DAY-YEAR)

and ending on 10/14/2012
(MONTH-DAY-YEAR)

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

Description of bond RESERVE DEPUTY

Premium: \$100.00

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

Signed and dated on August 15, 2011
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY
1001 4th Avenue Suite 1700 Seattle, WA 98154

1-888-844-2663

By Timothy A. Mikolajewski
Timothy A. Mikolajewski, Vice President

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

(903) 693-3831





VOL. 77 PAGE 679
Liberty Mutual Surety
National Bond Ctr
310 E. 96th Street
Indianapolis, IN 46240
888-844-2663 Fax: 866-547-4883

THE PATTERSON AGENCY
PO BOX 430
CARTHAGE, TX 75633 0430

Agent Telephone: 903-6933831
Bond Number: 32S168723
Cross Reference: 67456170000

KATY JULIAN
Attn: PANOLA COUNTY
COUNTY AUDITOR OFFICE RM 213A
CARTHAGE, TX 75633

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins: December 28, 2011

Please review the enclosed documents for accuracy. You must remit the original of the

Renew By Certificate and any supporting documents
required to your obligee.

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent at the phone number listed above.

Again, thank you for entrusting us with your bonding needs.

Sincerely,
National Bond Center

For additional information regarding Liberty Mutual insurance products, please visit
www.libertymutual.com

S-7089 7/04

IFD



National Bond Ctr
310 E. 96th Street
Indianapolis, IN 46240
888-844-2663 Fax: 866-547-4883

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 32S168723 (the "Bond"), cross reference bond number 67456170000, dated the 28th day of December, 2010 issued by AMERICAN STATES INSURANCE COMPANY, as surety (the "Surety"), on behalf of KATY JULIAN, as principal (the "Principal"), in favor of PANOLA COUNTY TREASURER, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 28th day of December, 2012, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 14th day of October, 2011.

AMERICAN STATES INSURANCE COMPANY
(Surety)

By: Timothy A. Mikolajewski (Seal)
Timothy A. Mikolajewski, President - Liberty Mutual Surety

THE PATTERSON AGENCY
PO BOX 430
CARTHAGE, TX 75633 0430
903-6933831



PANOLA COUNTY 2011 BUDGET AMENDMENT #20
December 12, 2011

	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND				
EXPENDITURES				
COUNTY JUDGE				
	<u>100-400-53100</u>	OFFICE SUPPLIES & REPAIRS	(100)	
	<u>100-400-54200</u>	COMMUNICATION TELEPHONE	(150)	
	<u>100-400-54990</u>	MISCELLANEOUS	(150)	
	<u>100-400-55270</u>	FURNITURE & EQUIPMENT	400	0
MISC. & NON DEPARTMENTAL				
	<u>100-409-54071</u>	ECONOMIC DEVELOPMENT MATCH	2,778	
	<u>100-409-54080</u>	CONTINGENCY	(2,778)	0
CRIMINAL DISTRICT ATTORNEY				
	<u>100-477-53120</u>	LAW BOOKS	2,500	
	<u>100-477-55270</u>	FURNITURE & EQUIPMENT	(2,500)	0
ELECTIONS ADMINISTRATION				
	<u>100-491-54041</u>	INTERNET SERVICE	(75)	
	<u>100-491-55270</u>	FURNITURE & EQUIPMENT	75	0
CONSTABLE 2 & 3				
	<u>100-581-53920</u>	UNIFORMS	(200)	
	<u>100-581-54270</u>	CONFERENCES & DUES	20	
	<u>100-581-54540</u>	PARTS REPAIR GAS & TRANS EXP	180	0
GRAND TOTAL GENERAL FUND				<u>0</u>
ROAD & BRIDGE				
EXPENDITURES				
PCT.2				
	<u>200-622-53570</u>	PARTS & REPAIRS	(4,000)	
	<u>200-622-55270</u>	FURNITURE & EQUIPMENT	4,000	0
PCT.3				
	<u>200-623-53560</u>	REPAIR & MTN SUPPLIES	(100)	
	<u>200-623-55280</u>	ROAD OIL PRE MIX & GRAVEL	100	0
GRAND TOTAL ROAD & BRIDGE FUND				<u>0</u>

PANOLA COUNTY
2011
BUDGET AMENDMENT #20

We hereby amend the Panola County Budget for the Fiscal Year 2011 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2011.

Signed on this 12th day of December, 2011.

David H. Anderson
County Judge

Ronnie La Giers
Commissioner Precinct # 1

John Bradley
Commissioner Precinct # 2

Alisont
Commissioner Precinct # 3

Dale La Gier
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 12th day of December, 2011 as the same appears on file in the office of the County Clerk of Panola County.

Clare Jones
County Clerk



**FISCAL YEAR 2011 AMENDMENT #1**
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY**Fund: 830 - STATE APPORTIONMENT - DA****REVENUES****830-330-54000**

STATE APPORTIONMENT FUNDS

(862)

EXPENDITURES**830-715-51030**

ADMINISTRATIVE ASSISTANT

(862)

Fund 830 Total:**(862)**

I hereby approve the above describe budgets and ask the
Commissioners Court to please record it at the next scheduled
Commissioners Court meeting.


DANNY BUCK DAVIDSON12/2/11
DATE

VOL.

77 PAGE 684



FISCAL YEAR 2011 AMENDMENT #1
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY

Fund: 820 - D A STATE FORFEITURE

REVENUES

820-360-42000

FORFEITURES

862

EXPENDITURES

820-480-51030

ADMINISTRATIVE ASSISTANT

862

Fund 820 Total:

862

I hereby approve the above describe budgets and ask the
Commissioners Court to please record it at the next scheduled
Commissioners Court meeting.


DANNY BUCK DAVIDSON

12/7/11
DATE

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
12-12-2011

David L. Anderson
David L. Anderson,
County Judge

77 PAGE 685

NAME: Debra Johnson

POSITION: District Clerk

DEPARTMENT: District Clerk

DATE: 12/5/11

CONFERENCE: V.G. Young School for Dist. & Co. Clerks

LOCATION: College Station TX

DATES: 1/10/12 to 1/12/12

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

If not, how much of your requirements will be met by this conference? 16 hours

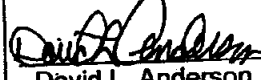
How much of your requirements have been met already, not counting this conference? 0

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

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

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

Fulfill CLE Requirements

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCEAPPROVED
12-12-2011
David L. Anderson,
County Judge

NAME: Sidney Burns
POSITION: County Auditor
DEPARTMENT: County Auditor
DATE: 12-7-11

CONFERENCE: East Texas Waiver 1115 Forum
LOCATION: Tyler, Texas
DATES: 12-12-11 to 12-12-11

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1Does the conference meet your educational requirements for the year? No CPE creditIf not, how much of your requirements will be met by this conference? NoneHow much of your requirements have been met already, not counting this conference? 41.9 CPE creditsHow many days have you been away from your job this year for conferences, not counting this conference? 6Do 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.)

Requested to attend this forum to determine
how changes by Texas Health and Human Services
Commission's ~~will~~ will affect the county
in meeting indigent health services thru
current agreements.

ACTION ITEMS



VOL. 77 PAGE 688

COMMISSIONERS' COURT
PC POOLAccounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: 3D SECURITY, INC.					
3D SECURITY, INC.	31566	12/08/2011	READJUSTED CAMERA TO VIEW 100-407-54150		85.00
3D SECURITY, INC.	31719	12/08/2011	2 PELCO MOUNT AND ARMS/SE 100-407-54150		434.00
			Vendor 3D SECURITY, INC. Total:		519.00
Vendor: A T & T LONG DISTANCE					
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-570-54200		148.72
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-465-54200		0.46
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-510-54200		2.99
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-585-54200		3.12
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-491-54200		1.55
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-409-54200		2.05
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-409-54200		21.43
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-409-54200		41.78
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-477-54200		49.47
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-495-54200		95.46
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-560-54200		22.75
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-403-54200		26.97
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-300-629-54430		36.23
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-665-54200		15.58
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-405-54200		15.38
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-499-54200		11.11
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-580-54200		16.73
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-457-54200		12.04
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-426-54200		12.07
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-450-54200		15.15
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-435-54200		12.12
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-407-54200		17.94
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-401-54200		8.47
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-400-54200		7.01
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-497-54200		5.39
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-455-54200		5.98
A T & T LONG DISTANCE	11-4-2011	12/06/2011	CORP ID369991, INV #8119560-100-575-54200		607.95
			Vendor A T & T LONG DISTANCE Total:		
Vendor: A T & T					
A T & T	11.19.11	12/05/2011	ACCT#831-000-1241 177, 11/15 100-491-54041		589.00
			Vendor A T & T Total:		589.00
Vendor: AMERICAN TIRE DIST. (R&B)					
AMERICAN TIRE DIST. (R&B)	CM S019735862	12/12/2011	P O #54322 - REMOVE FREIGHT 200-623-53560		-151.82
AMERICAN TIRE DIST. (R&B)	S019713208	12/05/2011	P O #54322, TIRES 200-623-53560		757.20
AMERICAN TIRE DIST. (R&B)	S020002308	12/05/2011	P O #54413, TIRES 200-622-53560		1,774.64
			Vendor AMERICAN TIRE DIST. (R&B) Total:		2,380.02
Vendor: AMERICAN TIRE DIST. (SO)					
AMERICAN TIRE DIST. (SO)	S019965049	12/07/2011	TIRES 100-560-54540		1,261.43
			Vendor AMERICAN TIRE DIST. (SO) Total:		1,261.43
Vendor: ANDERSON TRACTOR SALES					
ANDERSON TRACTOR SALES	12.6.11	12/07/2011	P O #54275, CHIEF 6 MOHAWK 200-621-55270		2,695.00
ANDERSON TRACTOR SALES	DEC 2011	12/07/2011	P O #54329 -10" FLEX MOWER : 200-623-55270		11,500.00
			Vendor ANDERSON TRACTOR SALES Total:		14,195.00
Vendor: AUTO EXPRESS LUBE					
AUTO EXPRESS LUBE	034934	11/30/2011	VEHICLE MAINTENANCE 100-560-54540		62.35
AUTO EXPRESS LUBE	034938	11/30/2011	VEHICLE MAINTENANCE 100-560-54540		54.19



COMMISSIONERS' COURT
PC POOL

VOL. 77 PAGE 689
Accounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
AUTO EXPRESS LUBE	080718	11/30/2011	VEHICLE MAINTENANCE	100-560-54540	46.50
Vendor AUTO EXPRESS LUBE Total:					163.04
Vendor: AUTO GLASS EXPRESS					
AUTO GLASS EXPRESS	4701	11/30/2011	BACK GLASS/LABOR	100-560-54540	575.00
AUTO GLASS EXPRESS	4702	11/30/2011	WINDSHIELD/LABOR	100-560-54540	225.00
Vendor AUTO GLASS EXPRESS Total:					800.00
Vendor: AVFUEL CORP					
AVFUEL CORP	004276679	12/02/2011	POS EQUIPMENT RENTAL	100-407-54610	20.00
Vendor AVFUEL CORP Total:					20.00
Vendor: BAXTER SALES CO INC.					
BAXTER SALES CO INC.	141593	12/01/2011	MISC. ITEMS	100-510-53350	513.97
BAXTER SALES CO INC.	142408	12/01/2011	MISC. ITEMS	100-510-53350	288.48
Vendor BAXTER SALES CO INC. Total:					802.45
Vendor: BEAR GRAPHICS, INC.					
BEAR GRAPHICS, INC.	0609551	12/01/2011	WHITE JURY SUMONS, COMP. C	100-450-53100	184.02
BEAR GRAPHICS, INC.	0609552	12/01/2011	GREEN JURY SUMMONS, COMP.	100-450-53100	104.51
BEAR GRAPHICS, INC.	0609556	12/01/2011	BLUE JURY SUMMONS, COMP. I	100-450-53100	104.51
BEAR GRAPHICS, INC.	0609798	12/01/2011	YELLOW JURY SUMMONS, COM	100-450-53100	104.51
Vendor BEAR GRAPHICS, INC. Total:					497.55
Vendor: BECKVILLE HARDWARE					
BECKVILLE HARDWARE	55291	12/05/2011	P O#54415 - 2 BIT SPADE	200-622-53560	8.50
Vendor BECKVILLE HARDWARE Total:					8.50
Vendor: BOBCAT SPECIALITIES LLC					
BOBCAT SPECIALITIES LLC	12190	12/06/2011	PARTS,LABOR FOR CAMERA	100-581-54540	200.04
Vendor BOBCAT SPECIALITIES LLC Total:					200.04
Vendor: BROOKSHIRE BROTHERS, INC.					
BROOKSHIRE BROTHERS, INC.	153294	12/01/2011	FOOD FOR JAIL	100-570-54082	27.78
BROOKSHIRE BROTHERS, INC.	153295	12/01/2011	FOOD FOR JAIL	100-570-54082	5.94
Vendor BROOKSHIRE BROTHERS, INC. Total:					33.72
Vendor: BUBBA COLEMAN					
BUBBA COLEMAN	AUG 5 2011	12/07/2011	JULY 13 2011 P/U 3 DONKEYS C	100-560-54870	276.00
BUBBA COLEMAN	AUG 5, 2011	12/07/2011	JULY 18 2011 P/U COW HWY/CI	100-560-54870	204.00
BUBBA COLEMAN	JUNE 2 2011	12/07/2011	MAY 30 2011 P/U 1 DONKEY CR	100-560-54870	219.00
BUBBA COLEMAN	OCT 24, 2011	12/07/2011	SEPT 28, 2011 P/U 4 DONKEYS I	100-560-54870	574.11
BUBBA COLEMAN	OCT 4 2011	12/07/2011	SEPT 12 2011 P/U 2 DONKEYS A	100-560-54870	222.00
BUBBA COLEMAN	OCT 4, 2011	12/07/2011	SEPT 23 2011 P/U 2 DONKEYS F	100-560-54870	321.00
Vendor BUBBA COLEMAN Total:					1,816.11
Vendor: CAIN HARDWARE & LUMBER					
CAIN HARDWARE & LUMBER	00515374	11/30/2011	P O #54460, KEYS	300-629-53560	5.35
CAIN HARDWARE & LUMBER	00516146	11/30/2011	P O #54466, REFLECTIVE NUMB	300-629-53560	6.90
CAIN HARDWARE & LUMBER	00516262	11/30/2011	P O #54366, RED PAINT	200-624-53560	14.36
CAIN HARDWARE & LUMBER	00516296	11/30/2011	P O #54368, REBAR	200-624-53560	14.26
CAIN HARDWARE & LUMBER	CM 00516296	12/12/2011	DISCOUNT P O #54466	300-629-53560	-6.21
CAIN HARDWARE & LUMBER	DM00516146	12/07/2011	TO CORRECT CREDIT MEMO	300-629-53560	5.52
Vendor CAIN HARDWARE & LUMBER Total:					40.18
Vendor: CAR-TEX TRAILER COMPANY, INC.					
CAR-TEX TRAILER COMPANY, II	128726	11/30/2011	P O #54364, TOOL BOX	200-624-53560	260.00
CAR-TEX TRAILER COMPANY, II	128870	11/30/2011	P O #54367, CHANNEL NO CUT,	200-624-53560	79.83
Vendor CAR-TEX TRAILER COMPANY, INC. Total:					339.83


**COMMISSIONERS' COURT
PC POOL**
**Accounts Payable Report
DECEMBER 12, 2011**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: CARTHAGE FLOWER SHOP					
CARTHAGE FLOWER SHOP	1129	12/01/2011	ACCT#1280 BOW AND STREAM	100-510-53350	82.50
Vendor CARTHAGE FLOWER SHOP Total:					82.50
Vendor: CARTHAGE OFFICE SUPPLY, INC.-PANOLA COUNTY					
CARTHAGE OFFICE SUPPLY, INC.	102032	11/01/2011	TREASURER RECEIPTS	100-497-53100	577.00
CARTHAGE OFFICE SUPPLY, INC.	102038	11/30/2011	WALL PLANNER, DESK PAD CALI	100-491-53100	22.19
CARTHAGE OFFICE SUPPLY, INC.	102074	11/30/2011	RULED POST-ITS, BLACK PENS	100-477-53100	21.30
CARTHAGE OFFICE SUPPLY, INC.	102075	12/06/2011	ENVELOPES, FLASH DRIVE, DVD	100-435-54990	61.64
CARTHAGE OFFICE SUPPLY, INC.	102076	11/30/2011	TAPE, SELF STICK NOTES	100-403-53100	32.44
CARTHAGE OFFICE SUPPLY, INC.	102077	11/30/2011	BLK PENS	100-450-53100	39.38
CARTHAGE OFFICE SUPPLY, INC.	102078	11/30/2011	INKJET CARTRIDGE, COPY PAPER	100-499-53100	63.99
CARTHAGE OFFICE SUPPLY, INC.	102079	11/04/2011	CALENDAR REFILLS	100-455-53100	23.61
CARTHAGE OFFICE SUPPLY, INC.	102086	11/30/2011	DESK PAD CALENDARS, APPT BC	100-450-53100	65.94
CARTHAGE OFFICE SUPPLY, INC.	102088	11/30/2011	PENS	100-450-53100	27.00
CARTHAGE OFFICE SUPPLY, INC.	102115	11/30/2011	IMAGING UNIT	100-455-53100	245.90
CARTHAGE OFFICE SUPPLY, INC.	102119	11/30/2011	TONER	100-477-53100	65.50
CARTHAGE OFFICE SUPPLY, INC.	102120	12/01/2011	BINDERS, MONEY RECEIPT BOOK	100-450-53100	51.06
CARTHAGE OFFICE SUPPLY, INC.	102146	11/30/2011	FLASH DRIVES	100-491-53100	19.98
CARTHAGE OFFICE SUPPLY, INC.	102149	11/30/2011	WINDOW SECURITY ENVELOPE	100-497-53100	197.58
CARTHAGE OFFICE SUPPLY, INC.	102152	11/30/2011	WINDOW ENVELOPES	100-457-53100	142.90
CARTHAGE OFFICE SUPPLY, INC.	102155	11/30/2011	MISC. SUPPLIES	100-477-53100	141.56
CARTHAGE OFFICE SUPPLY, INC.	102156	12/06/2011	APPT BOOK	100-435-54990	29.45
CARTHAGE OFFICE SUPPLY, INC.	102165	12/06/2011	TONER	100-403-53100	299.98
CARTHAGE OFFICE SUPPLY, INC.	102183	11/30/2011	NOTARY STAMP	100-457-53100	21.29
CARTHAGE OFFICE SUPPLY, INC.	102193	12/01/2011	INK JET CARTRIDGES, NEON PO	100-400-53100	41.67
CARTHAGE OFFICE SUPPLY, INC.	102202	12/02/2011	ZIPPED PAD HOLDER	100-455-53100	34.50
CARTHAGE OFFICE SUPPLY, INC.	102215	12/01/2011	ENVELOPES	100-450-53100	738.79
Vendor CARTHAGE OFFICE SUPPLY, INC.-PANOLA COUNTY Total:					2,964.65
Vendor: CASSITY JONES HARDWARE					
CASSITY JONES HARDWARE	03250250	12/01/2011	DUCT TAPE, LIQUID NAIL PROJE	100-570-54570	6.18
Vendor CASSITY JONES HARDWARE Total:					6.18
Vendor: CDW GOVERNMENT, INC.					
CDW GOVERNMENT, INC.	8704004	12/05/2011	LASER PRINTER	100-409-55250	244.99
CDW GOVERNMENT, INC.	8722343	12/05/2011	ACCT#9189566, AT&T PHONES	100-409-55250	2,013.33
Vendor CDW GOVERNMENT, INC. Total:					2,258.32
Vendor: CELLULARONE OF EAST TEXAS- SO					
CELLULARONE OF EAST TEXAS- SO	11.8.11	12/02/2011	ACCT#0080539911-OCT THRU	100-560-54200	969.55
Vendor CELLULARONE OF EAST TEXAS- SO Total:					969.55
Vendor: CERTIFIED SERVICE CENTER					
CERTIFIED SERVICE CENTER	V36526-001	12/01/2011	PULLEY REPAIR ON DRYER	100-570-54570	208.00
CERTIFIED SERVICE CENTER	V36684-001	12/01/2011	ADJ. DOOR ASSY. ON OVEN	100-570-54570	20.00
Vendor CERTIFIED SERVICE CENTER Total:					228.00
Vendor: CHEROKEE COUNTY					
CHEROKEE COUNTY	CAUSE #M139393C	11/30/2011	CAUSE NO M139393CCL, PC V JC	100-646-54051	487.00
Vendor CHEROKEE COUNTY Total:					487.00
Vendor: CHRIS ERVIN					
CHRIS ERVIN	1999-C-084CCL	12/07/2011	1999-C-084CCL, TX V TIMOTHY	100-646-54890	450.00
CHRIS ERVIN	2000-C-012DC	12/07/2011	2000-C-012DC, TX V TIMOTHY E	100-646-54890	450.00
CHRIS ERVIN	2010-C-009DC	12/07/2011	2010-C-009DC, TX V TYRONE L I	100-646-54890	450.00
Vendor CHRIS ERVIN Total:					1,350.00



COMMISSIONERS' COURT
PC POOL

VOL. 77 PAGE 691
Accounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: CITY OF CARTHAGE					
CITY OF CARTHAGE	12.1.11	12/07/2011	COUNTY PORTION DUE FOR CAI 100-409-54870		2,928.00
			Vendor CITY OF CARTHAGE Total:		2,928.00
Vendor: CITY OF CARTHAGE					
CITY OF CARTHAGE	DEC 1 2011	12/07/2011	DEC 2011 AGREEMENT FOR MG 100-595-54680		28,949.04
			Vendor CITY OF CARTHAGE Total:		28,949.04
Vendor: COREY BANKHEAD					
COREY BANKHEAD	2010-C-0215DC	11/30/2011	2010-C-0215DC, TX V CODY S ST 100-646-54890		450.00
COREY BANKHEAD	2010-C-0219DC	11/30/2011	2010-C-0219DC, TX V FREDERIC 100-646-54890		450.00
			Vendor COREY BANKHEAD Total:		900.00
Vendor: CSET WORLDWIDE					
CSET WORLDWIDE	1938	11/30/2011	P O #54469, DEC ADMIN FEE 300-629-54490		127.50
			Vendor CSET WORLDWIDE Total:		127.50
Vendor: DAVID ANDERSON					
DAVID ANDERSON	DEC 2011	12/05/2011	TRAVEL REIMB. FOR MILEAGE C 100-400-54270		88.05
			Vendor DAVID ANDERSON Total:		88.05
Vendor: DAVID BROOKS					
DAVID BROOKS	NOV 25 2011	11/30/2011	NOVEMBER 2011 LEGAL CONSL 100-477-54150		100.00
			Vendor DAVID BROOKS Total:		100.00
Vendor: DEBBIE'S BEST WATER STORE					
DEBBIE'S BEST WATER STORE	500665	12/01/2011	5 GAL/DEL CHARGE 100-570-54082		91.25
DEBBIE'S BEST WATER STORE	500754	12/08/2011	5 GAL COOLER RENTAL/DEC 20: 100-407-54610		29.25
			Vendor DEBBIE'S BEST WATER STORE Total:		120.50
Vendor: DELL MARKETING L.P.					
DELL MARKETING L.P.	XFK9375C5	12/01/2011	2 OPTIPLEX 390 MINITOWER ST 100-450-55270		2,267.36
			Vendor DELL MARKETING L.P. Total:		2,267.36
Vendor: DODSON TRUCKING INC.					
DODSON TRUCKING INC.	2008-227-PCRCCL	11/17/2011	2008-227-PCRCCL, ITO RYAN SC 100-646-54890		1,593.00
DODSON TRUCKING INC.	2674636	06/20/2011	KRAFT BAGS 100-570-53930		34.30
DODSON TRUCKING INC.	4858	11/30/2011	P O #54324 180 YDS GEORGETC 200-623-55280		5,940.00
DODSON TRUCKING INC.	4880	11/30/2011	P O #54325 20 YDS GEORGETON 200-623-55280		660.00
DODSON TRUCKING INC.	4881	11/30/2011	P O #54409, 2 YDS CRUSHED CC 200-622-55280		8,976.00
DODSON TRUCKING INC.	4890	12/07/2011	P O #54410, 32 YDS CRUSHED C 200-622-55280		1,056.00
DODSON TRUCKING INC.	CM 2674636	06/27/2011	CORRECTION-WRONG VENDOR 100-570-53930		-34.30
DODSON TRUCKING INC.	CM0000296	11/17/2011	CORR-WRONG VENDOR-REMO\ 100-646-54890		-1,593.00
			Vendor DODSON TRUCKING INC. Total:		16,632.00
Vendor: DOGGETT MACHINERY SERVICES					
DOGGETT MACHINERY SERVICE	K47024	11/30/2011	P O #54047, MOTOR GRADER T 200-622-53560		850.00
DOGGETT MACHINERY SERVICE	K47052	11/30/2011	P O #54403, TIRE FOR MOTORG 200-622-53560		850.00
			Vendor DOGGETT MACHINERY SERVICES Total:		1,700.00
Vendor: ETCN					
ETCN	162458_1111	12/07/2011	ACCT#162458-NOVEMBER 2011 100-409-54300		990.00
			Vendor ETCN Total:		990.00
Vendor: ETMC EMS					
ETMC EMS	150	11/30/2011	NOVEMBER 2011 MONTHLY FEI 100-560-54430		75.00
			Vendor ETMC EMS Total:		75.00
Vendor: ETMC-CARTHAGE INDIGENT					
ETMC-CARTHAGE INDIGENT	NOV 2011	12/08/2011	OCT-NOV 2011 CARTHAGE INDI 883-548-54600		27,562.22



VOL.

77 PAGE 692

COMMISSIONERS' COURT
PC POOLAccounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor ETMC-CARTHAGE INDIGENT Total:					27,562.22
Vendor: FAITH COMMUNICATIONS					
FAITH COMMUNICATIONS	308681	12/01/2011	RADIO SUPPLIES	100-560-55270	20,881.00
Vendor FAITH COMMUNICATIONS Total:					20,881.00
Vendor: FASTENAL COMPANY					
FASTENAL COMPANY	TXCAT4783	12/01/2011	P O #54247 CHOPSAW	300-629-53560	205.31
Vendor FASTENAL COMPANY Total:					205.31
Vendor: FIRMIN'S OFFICE CITY					
FIRMIN'S OFFICE CITY	37873-0	12/01/2011	EXP. FILES,INK CARTRIDGES,RCF	100-560-53100	106.94
FIRMIN'S OFFICE CITY	37913-0	12/07/2011	P O #54478, INKJET CARTRIDGE	300-629-53560	77.96
FIRMIN'S OFFICE CITY	38207-0	12/01/2011	XEROX PAPER	100-403-53100	323.40
FIRMIN'S OFFICE CITY	38456	12/07/2011	MISC. SUPPLIES	100-560-53100	172.20
FIRMIN'S OFFICE CITY	38501-0	12/01/2011	PENS,ERASER,SELF STICK NOTE:	100-575-53100	41.92
FIRMIN'S OFFICE CITY	38508-0	12/07/2011	COPY PAPER	100-560-53100	203.40
Vendor FIRMIN'S OFFICE CITY Total:					925.82
Vendor: FLEET SERVICES					
FLEET SERVICES	27786298	12/01/2011	FUEL	100-560-54540	254.72
Vendor FLEET SERVICES Total:					254.72
Vendor: GALLS, AN ARAMARK COMPANY					
GALLS, AN ARAMARK COMPAN	511789551	12/07/2011	SHIRTS/EMBROIDERY	100-560-53920	300.06
Vendor GALLS, AN ARAMARK COMPANY Total:					300.06
Vendor: GOVERNMENT FINANCE OFFICERS ASSOCIATION					
GOVERNMENT FINANCE OFFIC	2681144	12/01/2011	ON-LINE COURSE-CHANGES IN I	100-495-54270	85.00
Vendor GOVERNMENT FINANCE OFFICERS ASSOCIATION Total:					85.00
Vendor: HARRISON COUNTY					
HARRISON COUNTY	DEC. 1, 2011	12/05/2011	OUT-OF-COUNTY SERVICE FEE	100-20232	65.00
Vendor HARRISON COUNTY Total:					65.00
Vendor: HI-WAY EQUIPMENT COMPANY					
HI-WAY EQUIPMENT COMPAN	L60039	12/01/2011	P O #54411 - CARTRIDGE,CORE,	200-622-53570	181.57
Vendor HI-WAY EQUIPMENT COMPANY Total:					181.57
Vendor: INTERSTATE BRANDS CORP.					
INTERSTATE BRANDS CORP.	474405105672	12/07/2011	BREAD FOR JAIL	100-570-54082	81.16
INTERSTATE BRANDS CORP.	474405322005	12/01/2011	BREAD FOR JAIL	100-570-54082	6.56
INTERSTATE BRANDS CORP.	474405326064	12/01/2011	BREAD FOR JAIL	100-570-54082	95.98
INTERSTATE BRANDS CORP.	474405333134	12/01/2011	BREAD FOR JAIL	100-570-54082	31.04
Vendor INTERSTATE BRANDS CORP. Total:					214.74
Vendor: KATIE NIELSEN					
KATIE NIELSEN	2009-C-0154DC	12/01/2011	2009-C-0154DC, TX V JOHN CEC	100-646-54890	450.00
KATIE NIELSEN	266278&25175CCL	12/02/2011	266278&25175CCL, TX V SARAH	100-646-54890	900.00
Vendor KATIE NIELSEN Total:					1,350.00
Vendor: KILGORE COLLEGE					
KILGORE COLLEGE	42330	12/07/2011	2011-2013 LEGAL UPDATES #31	100-585-54270	40.00
KILGORE COLLEGE	42331	12/06/2011	JOHN GRADBERG, MITCHELL NC	100-581-54270	20.00
KILGORE COLLEGE	42332	12/07/2011	2011-2013 LEGAL UPDATES #31	100-477-54270	20.00
KILGORE COLLEGE	42333	12/07/2011	2011-2013 LEGAL UPDATES #31	100-560-54270	250.00
KILGORE COLLEGE	42336	12/07/2011	2011-2013 LEGAL UPDATES #31	100-585-54270	10.00
KILGORE COLLEGE	42337	12/07/2011	2011-2013 LEGAL UPDATES #31	100-560-54270	140.00
Vendor KILGORE COLLEGE Total:					480.00



**COMMISSIONERS' COURT
PC POOL**

**VOL. 77 PAGE 693
Accounts Payable Report
DECEMBER 12, 2011**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: KIMBERLEY M. MILLER					
KIMBERLEY M. MILLER	2011-C-0051CCL	12/01/2011	2011-C-0051CCL, TX V SHAWN I	100-646-54890	450.00
KIMBERLEY M. MILLER	2011-C-0300CCL	12/02/2011	2011-C-0300CCL, TX V PHILLIP E	100-646-54890	225.00
KIMBERLEY M. MILLER	26970-C-CCL 11-30	12/02/2011	26970-C-CCL 11-30-11, TX V PHI	100-646-54890	225.00
Vendor KIMBERLEY M. MILLER Total:					900.00
Vendor: KIRBY RESTAURANT & CHEMICAL SUPPLY					
KIRBY RESTAURANT & CHEMIC	004881	12/01/2011	MISC. ITEMS	100-570-54082	62.88
Vendor KIRBY RESTAURANT & CHEMICAL SUPPLY Total:					62.88
Vendor: LAGRONE AIR CONDITIONING					
LAGRONE AIR CONDITIONING	15578	12/01/2011	SERVICE CALL FOR JAIL	100-510-54570	90.00
Vendor LAGRONE AIR CONDITIONING Total:					90.00
Vendor: LAURA M. CARPENTER					
LAURA M. CARPENTER	2003-158-PCR CCL	12/01/2011	2003-158-PCR CCL, ITO NATHAN	100-646-54820	75.00
LAURA M. CARPENTER	2006-C-0248CCL	12/01/2011	2006-C-0248CCL, TX V ANTHON	100-646-54890	450.00
LAURA M. CARPENTER	2007-C-0025CCL	12/01/2011	2007-C-0025CCL, TX V ANTHON	100-646-54890	400.00
LAURA M. CARPENTER	2010-C-0136DC(20: 12/01/2011		2010-C-0136DC(2011), TX V ROI	100-646-54890	450.00
LAURA M. CARPENTER	2010-C-0137DC(20: 12/01/2011		2010-C-0137DC(2011), TX V ROI	100-646-54890	450.00
LAURA M. CARPENTER	2010-C-0186DC	12/01/2011	2010-C-0186DC, TX V WARREN	100-646-54890	450.00
LAURA M. CARPENTER	2010-C-0187DC	12/01/2011	2010-C-0187DC, TX V WARREN	100-646-54890	400.00
LAURA M. CARPENTER	2010-C-0264CCL	12/07/2011	2010-C-0264CCL, TX V KENDRIC	100-646-54890	450.00
LAURA M. CARPENTER	2011-C-0002DC(11, 12/01/2011		2011-C-0002DC(11/11), TX V H	100-646-54890	150.00
LAURA M. CARPENTER	26420CCL	12/01/2011	26420CCL, TX V RUSSELL HARBE	100-646-54890	450.00
LAURA M. CARPENTER	27107-C-CCL	12/01/2011	27107-C-CCL, TX V LARRY GREEI	100-646-54890	450.00
Vendor LAURA M. CARPENTER Total:					4,175.00
Vendor: LONGVIEW ASPHALT INC					
LONGVIEW ASPHALT INC	51908	12/01/2011	P O #54326, 65 TONS OIL DIRT	200-623-55280	3,840.31
LONGVIEW ASPHALT INC	51969	12/01/2011	P O #54327, 68.13 TONS OIL DI	200-623-55280	4,019.67
LONGVIEW ASPHALT INC	52029	12/07/2011	P O #54328 - 82.26 TONS OIL DI	200-623-55280	4,853.34
Vendor LONGVIEW ASPHALT INC Total:					12,713.32
Vendor: LORA J. TAYLOR					
LORA J. TAYLOR	CM0000301	12/12/2011	MOVE TO CORRECT ACCT. CODI	100-457-54260	-575.79
LORA J. TAYLOR	DM0000034	12/12/2011	PUTTING IN CORRECT ACCT. CO	100-457-54270	575.79
LORA J. TAYLOR	NOV 2011	12/01/2011	MILEAGE AND JUROR REFRESHI	100-457-54260	1,199.36
LORA J. TAYLOR	NOV 2011	12/01/2011	MILEAGE AND JUROR REFRESHI	100-457-54990	10.99
Vendor LORA J. TAYLOR Total:					1,210.35
Vendor: LSU HEALTH SCIENCES CENTER					
LSU HEALTH SCIENCES CENTER	A11-371	12/05/2011	BASIC AUTOPSY FOR CAMERO	100-646-54770	1,500.00
Vendor LSU HEALTH SCIENCES CENTER Total:					1,500.00
Vendor: M G CLEANERS LLC					
M G CLEANERS LLC	9516-10073	12/01/2011	P O #54468, CLEAN 55 GAL DRL	300-629-53560	48.00
M G CLEANERS LLC	9516-10169	12/01/2011	P O #54241, DELCO EQUALIZER,	300-629-55270	7,000.00
Vendor M G CLEANERS LLC Total:					7,048.00
Vendor: MATHESON TRI-GAS, INC.					
MATHESON TRI-GAS, INC.	03546311	12/01/2011	P O #54455, HOLDER, TORCH, ET	300-629-53560	267.52
MATHESON TRI-GAS, INC.	03546324	12/01/2011	P O #54456, OXYGEN, ACETYLEN	300-629-53560	64.55
Vendor MATHESON TRI-GAS, INC. Total:					332.07
Vendor: METROPLEX CONTROL SYSTEMS, INC.					
METROPLEX CONTROL SYSTEM	160478	12/01/2011	INTERCOM AUDIO LABOR, TRIP	100-570-54570	1,300.00
Vendor METROPLEX CONTROL SYSTEMS, INC. Total:					1,300.00



VOL.

77 PAGE 694

COMMISSIONERS' COURT
PC POOLAccounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: MORRISON SUPPLY COMPANY					
MORRISON SUPPLY COMPANY	27421498	12/01/2011	P O #54037, POLY CULVERTS, CI 200-622-55290		3,741.80
			Vendor MORRISON SUPPLY COMPANY Total:		3,741.80
Vendor: MSE SOLUTIONS					
MSE SOLUTIONS	697	12/07/2011	P O #54477-ANNUAL MAINTEN. 300-629-53560		1,000.00
			Vendor MSE SOLUTIONS Total:		1,000.00
Vendor: OLMSTED-KIRK PAPER COMPANY					
OLMSTED-KIRK PAPER COMPA	2735499	12/07/2011	2 KRAFT BAGS 2/BALE	100-570-53930	61.20
OLMSTED-KIRK PAPER COMPA	2778804	12/01/2011	DISF/DEOD AERO	100-570-53930	86.80
OLMSTED-KIRK PAPER COMPA	2778805	12/01/2011	MISC ITEMS	100-570-53930	383.25
OLMSTED-KIRK PAPER COMPA	2785890	12/07/2011	MISC. ITEMS	100-570-53930	1,020.75
OLMSTED-KIRK PAPER COMPA	2785891	12/07/2011	GENERAL PURPOSE CLEANER	100-570-53930	41.50
			Vendor OLMSTED-KIRK PAPER COMPANY Total:		1,593.50
Vendor: PANOLA COUNTY APPRAISAL DISTRICT					
PANOLA COUNTY APPRAISAL E		1/1/2012	1ST QTR. BUDGET INTEREST	100-409-54060	59,550.53
			Vendor PANOLA COUNTY APPRAISAL DISTRICT Total:		59,550.53
Vendor: PEGUES-HURST MOTOR CO.					
PEGUES-HURST MOTOR CO.	115520	12/01/2011	P O #54362, REPAIRS TO TRUCK 200-624-53570		588.84
			Vendor PEGUES-HURST MOTOR CO. Total:		588.84
Vendor: PERFORMANCE TRUCK					
PERFORMANCE TRUCK	V008005499	12/01/2011	2012 KENWORTH T370 VIN#34: 200-624-55270		80,982.48
PERFORMANCE TRUCK	V008005500	12/01/2011	2012 KENWORTH T370 VIN#34: 200-621-55270		80,982.48
			Vendor PERFORMANCE TRUCK Total:		161,964.96
Vendor: PRITCHARD & ABBOTT, INC.					
PRITCHARD & ABBOTT, INC.	2-0381	12/02/2011	2011 TAXROLL SERVICES-POSTA	100-409-54420	14,863.01
			Vendor PRITCHARD & ABBOTT, INC. Total:		14,863.01
Vendor: PUBLIC AGENCY TRAINING COUNCIL					
PUBLIC AGENCY TRAINING COI	147685	12/01/2011	JEFF IVY-SEMINAR FEE 1/4/12-1	100-560-54270	250.00
			Vendor PUBLIC AGENCY TRAINING COUNCIL Total:		250.00
Vendor: QT TECHNOLOGIES					
QT TECHNOLOGIES	42052	12/08/2011	KEYPAD FOR	100-407-54570	371.92
			Vendor QT TECHNOLOGIES Total:		371.92
Vendor: R. L. POLK & CO					
R. L. POLK & CO	2012 ORDER FORM	12/02/2011	1 SET OF 2012 POLK MTR VEH F	100-499-53100	300.00
			Vendor R. L. POLK & CO Total:		300.00
Vendor: REINHART FOODSERVICE LOUISIANA					
REINHART FOODSERVICE LOU:	555136	12/02/2011	FOOD FOR JAIL-ACCT#89365	100-570-54082	1,418.67
			Vendor REINHART FOODSERVICE LOUISIANA Total:		1,418.67
Vendor: RICK MCPHERSON					
RICK MCPHERSON	26073CCL	12/07/2011	26073CCL, TX V KIMBERLY CURI	100-646-54890	450.00
			Vendor RICK MCPHERSON Total:		450.00
Vendor: SAMMY BROWN LIBRARY					
SAMMY BROWN LIBRARY	NOV 2011	12/02/2011	REIMBURSEMENT FOR TECHNO	100-650-55270	3,000.00
			Vendor SAMMY BROWN LIBRARY Total:		3,000.00
Vendor: SOUTH GATEWAY TIRE COMPANY, INC.					
SOUTH GATEWAY TIRE COMPA	I500776390	12/01/2011	BRAKE ROTOR,THERMOQUIET E	100-560-54540	412.57
SOUTH GATEWAY TIRE COMPA	I500778375	12/07/2011	REGULAR MOUNT/DISP. FEE	100-560-54540	52.50
SOUTH GATEWAY TIRE COMPA	I500779081	12/07/2011	REGULAR MOUNT, DISP. FEE	100-560-54540	70.00



COMMISSIONERS' COURT
PC POOL

VOL. 77 PAGE 695
Accounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor SOUTH GATEWAY TIRE COMPANY, INC. Total:					535.07
Vendor: SPORTS SOUTH					
SPORTS SOUTH	3569570	12/02/2011	AMMUNITION	100-585-53110	919.16
Vendor SPORTS SOUTH Total:					919.16
Vendor: SW MENTAL HEALTH TESTING					
SW MENTAL HEALTH TESTING	129 (2011)	12/07/2011	CIERRA BEATRIZ, WILLIAM DICK	100-570-54990	100.00
Vendor SW MENTAL HEALTH TESTING Total:					100.00
Vendor: TED'S SAW SHOP					
TED'S SAW SHOP	026628	12/05/2011	MISC. ITEMS	100-510-53050	74.39
Vendor TED'S SAW SHOP Total:					74.39
Vendor: TELETOUCH COMMUNICATIONS					
TELETOUCH COMMUNICATION	549874	12/07/2011	P O #54277, INSTALL RADIO FOI	200-621-53570	809.20
TELETOUCH COMMUNICATION	549875	12/07/2011	P O #54043, RADIO AND INSTAL	200-622-53570	855.90
Vendor TELETOUCH COMMUNICATIONS Total:					1,665.10
Vendor: TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM					
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	200-623-52130	31,305.00
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	200-621-52130	31,305.00
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	100-409-52130	350,000.00
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	200-622-52130	31,305.00
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	300-629-52130	29,961.00
TEXAS COUNTY & DISTRICT RE	DEC 2011	12/06/2011	#282, PANOLA CNTY OPT. RETIF	200-624-52130	31,305.00
Vendor TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM Total:					505,181.00
Vendor: TEXAS PARKS & WILDLIFE #1					
TEXAS PARKS & WILDLIFE #1	NOV 2011	12/02/2011	85% SHARE OF FINES FOR NOV	100-20232	887.40
Vendor TEXAS PARKS & WILDLIFE #1 Total:					887.40
Vendor: TEXAS SOCIAL SECURITY PROGRAM					
TEXAS SOCIAL SECURITY PROG	NOV 2011 #929168	11/30/2011	ACCT#9291689-2012 ANNUAL F	100-409-54110	35.00
Vendor TEXAS SOCIAL SECURITY PROGRAM Total:					35.00
Vendor: TEXAS WILDLIFE DAMAGE MGMT FUND					
TEXAS WILDLIFE DAMAGE MGI	240085	12/07/2011	NOVEMBER 2011 FIELD AGREEM	300-629-54640	2,400.00
Vendor TEXAS WILDLIFE DAMAGE MGMT FUND Total:					2,400.00
Vendor: THE VIOLET SHOP					
THE VIOLET SHOP	11.30.11	12/02/2011	ACCT#3191 - CHRISTMAS BOW	100-510-53350	95.00
Vendor THE VIOLET SHOP Total:					95.00
Vendor: TINA MCMULLEN					
TINA MCMULLEN	DEC 2011	12/05/2011	TRAVEL REIMB. FOR SCHOOL IN	100-560-54270	284.62
Vendor TINA MCMULLEN Total:					284.62
Vendor: TOLEDO AUTOMOTIVE					
TOLEDO AUTOMOTIVE	204746	11/07/2011	P O #54239, FITTING/HOSE FOR	300-629-53560	511.62
TOLEDO AUTOMOTIVE	205371	12/02/2011	P O #54351, FILTERS	200-624-53560	111.86
TOLEDO AUTOMOTIVE	205458	12/02/2011	P O #54271, DRILL BITS	200-621-53560	13.60
TOLEDO AUTOMOTIVE	205506	12/02/2011	SERVICE LIFT KIT, 35 TON JACK	300-629-53570	708.00
TOLEDO AUTOMOTIVE	205509	12/02/2011	WIPER BLADES	100-510-53050	21.58
TOLEDO AUTOMOTIVE	205677	12/02/2011	P O #54354, OIL/FILTER	200-624-53560	23.35
TOLEDO AUTOMOTIVE	206508	12/02/2011	P O #54272, BATTERY, CORE/EN	200-622-53560	51.20
TOLEDO AUTOMOTIVE	206508	12/02/2011	P O #54272, BATTERY, CORE/EN	200-624-53560	51.20
TOLEDO AUTOMOTIVE	206508	12/02/2011	P O #54272, BATTERY, CORE/EN	200-621-53560	51.22
TOLEDO AUTOMOTIVE	206508	12/02/2011	P O #54272, BATTERY, CORE/EN	200-623-53560	51.20



COMMISSIONERS' COURT
PC POOL

Accounts Payable Report
DECEMBER 12, 2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
TOLEDO AUTOMOTIVE	206589	12/02/2011	P O #54357, DRAIN VALVE	200-624-53570	8.03
TOLEDO AUTOMOTIVE	206836	12/02/2011	P O #54320, WWS	200-623-53560	10.74
TOLEDO AUTOMOTIVE	207081	12/02/2011	P O #54359, FILTERS	200-624-53560	46.84
TOLEDO AUTOMOTIVE	207358	12/02/2011	P O #54360, T-H HYDF	200-624-53560	36.88
TOLEDO AUTOMOTIVE	207454	12/02/2011	P O #54461, TIRE REP INSERTS	300-629-53560	20.10
TOLEDO AUTOMOTIVE	207505	12/02/2011	P O #54361, TESTER	200-624-53560	8.79
TOLEDO AUTOMOTIVE	208431	12/02/2011	BATTERY, CORE DEPOSITS, ENV	100-560-54540	96.07
TOLEDO AUTOMOTIVE	208860	12/02/2011	P O #54242, LAMP	300-629-53560	6.99
TOLEDO AUTOMOTIVE	208964	12/07/2011	BATTERY, CORE DEP., ENVIRON.	100-560-54540	108.07
TOLEDO AUTOMOTIVE	209021	12/02/2011	P O #54365, FLOOR MATS	200-624-53560	18.99
TOLEDO AUTOMOTIVE	209482	12/02/2011	BATTERY, CORE DEPOSITS, ENV.	100-510-53560	203.22
TOLEDO AUTOMOTIVE	209497	12/05/2011	P O #54369, FRONT BRAKES FOI	200-624-53570	52.09
TOLEDO AUTOMOTIVE	CM 208966	12/12/2011	CORE DEPOSIT CREDIT	100-560-54540	-12.00
Vendor TOLEDO AUTOMOTIVE Total:					2,199.64
Vendor: TOLEDO AUTOMOTIVE-TATUM					
TOLEDO AUTOMOTIVE-TATUM	032158	12/02/2011	P O #54049, FUEL PUMP METEF	200-622-55270	113.80
TOLEDO AUTOMOTIVE-TATUM	032519	12/02/2011	P O #54405, SUPPLIES	200-622-53560	224.10
TOLEDO AUTOMOTIVE-TATUM	032650	12/02/2011	P O #54408, WIRE AND 2 CYCLE	200-622-53560	27.67
TOLEDO AUTOMOTIVE-TATUM	033277	12/02/2011	P O #54412, FILTERS, OIL, ADPTF	200-622-53560	136.23
TOLEDO AUTOMOTIVE-TATUM	033315	12/05/2011	P O #54414, SUPPLIES	200-622-53560	188.65
Vendor TOLEDO AUTOMOTIVE-TATUM Total:					690.45
Vendor: TRACTOR SUPPLY CREDIT PLAN					
TRACTOR SUPPLY CREDIT PLAN	100102798	12/07/2011	ACCT# 7895 - 2 PROPLAN 35LB	100-560-54090	65.98
Vendor TRACTOR SUPPLY CREDIT PLAN Total:					65.98
Vendor: TRACTOR SUPPLY CREDIT PLAN-R&B					
TRACTOR SUPPLY CREDIT PLAN	200068691	12/07/2011	P O #54198-MISC. ITEMS	200-624-53560	123.38
Vendor TRACTOR SUPPLY CREDIT PLAN-R&B Total:					123.38
Vendor: TYSON FOODS, INC.					
TYSON FOODS, INC.	31622	12/02/2011	#8620-REPLACEMENT-6 LEG QT	100-570-54082	120.00
Vendor TYSON FOODS, INC. Total:					120.00
Vendor: UNIFIRST HOLDINGS, INC.					
UNIFIRST HOLDINGS, INC.	826 0623113	12/02/2011	P O #54462, RUGS	300-629-53560	16.50
UNIFIRST HOLDINGS, INC.	826 0624171	12/07/2011	P O #54472, RUGS	300-629-53560	16.50
Vendor UNIFIRST HOLDINGS, INC. Total:					33.00
Vendor: US SCRIPT, INC.					
US SCRIPT, INC.	309243	12/02/2011	PANOLA COUNTY IHCP - PRESCI	883-648-54600	922.02
US SCRIPT, INC.	309244	12/07/2011	11-1-11 TO 11-15-11 RXS FOR J	100-570-54050	1,331.21
Vendor US SCRIPT, INC. Total:					2,253.23
Vendor: USPS DISBURSING OFFICER					
USPS DISBURSING OFFICER	702294799	12/02/2011	DECEMBER 2011 RENT-109 W V	100-575-54440	315.00
Vendor USPS DISBURSING OFFICER Total:					315.00
Vendor: VERIZON WIRELESS (CONS 2&3)					
VERIZON WIRELESS (CONS 2&3)	6649183738	12/02/2011	ACCT#413284110-00001, 9-27-	100-581-54200	72.36
VERIZON WIRELESS (CONS 2&3)	6649183738	12/02/2011	ACCT#413284110-00001, 9-27-	100-581-54200	50.00
VERIZON WIRELESS (CONS 2&3)	6649183738	12/02/2011	ACCT#413284110-00001, 9-27-	700-710-54210	20.00
Vendor VERIZON WIRELESS (CONS 2&3) Total:					142.36
Vendor: VERIZON WIRELESS (CRTHSE SEC.)					
VERIZON WIRELESS (CRTHSE SI)	6659168141	12/02/2011	ACCT#313459033-00001, 10/21	100-465-54200	39.60
Vendor VERIZON WIRELESS (CRTHSE SEC.) Total:					39.60

Accounts Payable Report

DECEMBER 12, 2011



COMMISSIONERS' COURT PC POOL

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: VERIZON WIRELESS					
VERIZON WIRELESS	6654874232	12/08/2011	ACCT#313439941-00002, 10/10 100-407-54200		61.11
			Vendor VERIZON WIRELESS Total:		61.11
Vendor: WALMART COMMUNITY/GEGRB					
WALMART COMMUNITY/GEGR 005223		12/02/2011	MISC. SUPPLIES	100-510-53350	115.00
			Vendor WALMART COMMUNITY/GEGRB Total:		115.00
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	823904299	12/05/2011	SUB. PROD. CHARGES 10-5-11 T 100-477-53120		3,375.50
			Vendor WEST PAYMENT CENTER Total:		3,375.50
Vendor: WEST PAYMENT CENTER					
WEST PAYMENT CENTER	INV0013166	12/05/2011	SUB. PROC. CHARGES 10/5/11- 100-457-53100		52.50
			Vendor WEST PAYMENT CENTER Total:		52.50
Vendor: WHOLESALE SUPPLY INC					
WHOLESALE SUPPLY INC	0033994-IN	12/07/2011	P O #54476-DECEMBER 2011 M 300-629-54610		175.00
			Vendor WHOLESALE SUPPLY INC Total:		175.00
Vendor: XEROX CORPORATION					
XEROX CORPORATION	058150118	12/02/2011	ACCT#713718914, OCT 2011 Dt 100-409-54620		216.07
XEROX CORPORATION	058662512	12/07/2011	COUNTY JUDGE-CUST. #716774 100-409-54620		169.05
XEROX CORPORATION	058826732	12/07/2011	CDA-CUST#715495016, NOV 20 100-409-54620		218.11
XEROX CORPORATION	058826733	12/07/2011	CDA-CUST#715495024-NOV. 20 100-409-54620		35.04
XEROX CORPORATION	058826734	12/07/2011	CDA, CUST#715495032, NOV 20 100-409-54620		39.47
			Vendor XEROX CORPORATION Total:		677.74
			Grand Total:		881,850.30



**COMMISSIONERS' COURT
PROBATION POOL**

**Accounts Payable Report
DECEMBER 12, 2011**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: A T & T LONG DISTANCE					
A T & T LONG DISTANCE	11.04.11	12/06/2011	ACCT#811956048, CORP ID#365 585-812-59650		8.99
A T & T LONG DISTANCE	11.04.11	12/06/2011	ACCT#811956048, CORP ID#365 410-761-59711		131.38
Vendor A T & T LONG DISTANCE Total:					140.37
Vendor: AMES COUNSELING AND FAMILY SERVICES					
AMES COUNSELING AND FAMI	11.26.11	11/30/2011	PARENT/CHILD PROGRAM 11-2 580-812-59970		95.00
AMES COUNSELING AND FAMI	11.26.2011	11/30/2011	LIFE SKILLS 11-22-11 560-812-59970		85.00
Vendor AMES COUNSELING AND FAMILY SERVICES Total:					180.00
Vendor: FIRMIN'S OFFICE CITY					
FIRMIN'S OFFICE CITY	38481-0	12/01/2011	PENS, INK CARTRIDGES 585-812-59650		263.87
Vendor FIRMIN'S OFFICE CITY Total:					263.87
Vendor: JAN MAXEY					
JAN MAXEY	NOV 2011	12/01/2011	NOV 2011 ROUTINE FIELD VISIT 560-812-59910		415.70
Vendor JAN MAXEY Total:					415.70
Vendor: PEGASUS SCHOOLS, INC.					
PEGASUS SCHOOLS, INC.	9070	12/07/2011	ETHAN POINDEXTER PANOLA, J. 530-812-59930		4,147.50
Vendor PEGASUS SCHOOLS, INC. Total:					4,147.50
Vendor: PHILPOTT GOVERNMENT & COMMERCIAL SALES					
PHILPOTT GOVERNMENT & CO	232703	12/07/2011	2012 FORD EXPLORER VIN#422 520-812-55270		23,104.05
Vendor PHILPOTT GOVERNMENT & COMMERCIAL SALES Total:					23,104.05
Vendor: RICHARD BURNETT LCSW					
RICHARD BURNETT LCSW	0911	11/30/2011	SHELBY COUNTY SEPT 2011 COI 480-761-59411		1,200.00
RICHARD BURNETT LCSW	1011	11/30/2011	SHELBY COUNTY OCT 2011 COL 480-761-59411		1,350.00
RICHARD BURNETT LCSW	1111	11/30/2011	SHELBY COUNTY NOV 2011 COL 480-761-59411		1,675.00
RICHARD BURNETT LCSW	NOV 2011	11/30/2011	PANOLA COUNTY NOV 2011 CO 480-761-59410		1,350.00
RICHARD BURNETT LCSW	OCT 2011	11/30/2011	PANOLA CO. OCT 2011 COUNSE 480-761-59410		1,350.00
RICHARD BURNETT LCSW	SEPT 11	11/30/2011	PANOLA CO SEPT 2011 COUNSE 480-761-59410		1,450.00
Vendor RICHARD BURNETT LCSW Total:					8,375.00
Vendor: SHELBY COUNTY					
SHELBY COUNTY	NOV 2011	11/30/2011	REIMB. NOV. 2011 KEVIN WIND 480-761-59412		452.94
Vendor SHELBY COUNTY Total:					452.94
Vendor: THE PATTERSON INSURANCE AGENCY					
THE PATTERSON INSURANCE A	97152	12/08/2011	CRIME-RENEW POLICY 585-812-59650		250.00
Vendor THE PATTERSON INSURANCE AGENCY Total:					250.00
Vendor: VAN ZANDT COUNTY					
VAN ZANDT COUNTY	NOV 2011	12/07/2011	NOVEMBER 2011 MONTHLY BIL 580-812-59940		3,000.00
Vendor VAN ZANDT COUNTY Total:					3,000.00
Vendor: XEROX CORPORATION					
XEROX CORPORATION	058826729	12/07/2011	JUVP CUST#712961671, NOV 2011 560-812-59650		151.56
Vendor XEROX CORPORATION Total:					151.56
Grand Total:					40,480.99

ACCOUNTS PAYABLE REPORT DECEMBER 12, 2011 CHILDWELFARE

01119	12/12/2011	DAVID & COURTNEY BANCROFT	BRAYDEN L. MTHLY ALLOW	30.00	DECBUMA
01119	12/12/2011	DAVID & COURTNEY BANCROFT	BRAYDEN L. PERSONAL CHRISTMAS SPENDING	30.00	DECBUMCS
01119	12/12/2011	DAVID & COURTNEY BANCROFT	CHRISTMAS GIFT MONEY FOR BRAYDEN L.	200.00	DECBUMCG
01119	12/12/2011	DAVID & COURTNEY BANCROFT	CHRISTMAS DINNER	100.00	DECBUMCD
				360.00	
01324	12/12/2011	DONALD & JULIE GREENLEE	ADRIAN C. DEC MTHLY ALLOW	20.00	INVD013393
01324	12/12/2011	DONALD & JULIE GREENLEE	CHRISTMAS SPENDING MONEY	20.00	DECCS
01324	12/12/2011	DONALD & JULIE GREENLEE	CHRISTMAS GIFT MONEY FOR ADRIAN	200.00	DECCSG
01324	12/12/2011	DONALD & JULIE GREENLEE	CHRISTMAS DINNER	100.00	DECCD
				340.00	
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	SHANNON J. DEC MTHLY ALLOW	20.00	DECSIMA
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	SHANNON J. CHRISTMAS SPENDING MONEY	20.00	DECSIMCS
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	CHRISTMAS GIFT MONEY FOR SHANNON J.	200.00	DECSIMCG
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	CHRISTMAS DINNER	100.00	DECSIMCD
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	SHAWN J. MTHLY ALLOW	20.00	DECSHMA
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	SHAWN J. PERSONAL CHRISTMAS SPENDING	20.00	DECSHMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	CHRISTMAS GIFT MONEY FOR SHAWN J.	200.00	DECSHMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	TAKARA J. MTHLY ALLOW	30.00	DECTJMA
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	TAKARA J. PERSONAL CHRISTMAS SPENDING	30.00	DECTJMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	CHRISTMAS GIFT MONEY FOR TAKARA J.	200.00	DECTJMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	JASMINE J. MTHLY ALLOW	20.00	DECIJMA
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	JASMINE J. PERSONAL CHRISTMAS SPENDING	20.00	DECIJMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	CHRISTMAS GIFT MONEY FOR JASMINE J.	200.00	DECIJMC
01221	12/12/2011	ELIZABETH & STEVEN JORDAN	JASMINE J. BIRTHDAY GIFT	25.00	DECIJBG
				1,105.00	
01222	12/12/2011	EVELYN & FRED ROBERTS	KEITH E. DEC MTHLY ALLOW	30.00	INVD013385
01222	12/12/2011	EVELYN & FRED ROBERTS	CHRISTMAS SPENDING MONEY	30.00	DECCSP
01222	12/12/2011	EVELYN & FRED ROBERTS	CHRISTMAS MONEY FOR KEITH	200.00	DECCP
01222	12/12/2011	EVELYN & FRED ROBERTS	CHRISTMAS DINNER	100.00	DECCD
				360.00	
01195	12/12/2011	HYACINTH & RANDY HOLT	YEZIANNA W. MTHLY ALLOW	20.00	DECYWMA
01195	12/12/2011	HYACINTH & RANDY HOLT	YEZIANNA W. PERSONAL CHRISTMAS SPENDING	20.00	DECYWCS
01195	12/12/2011	HYACINTH & RANDY HOLT	CHRISTMAS GIFT MONEY FOR YEZIANNA W.	200.00	DECYWCG
01195	12/12/2011	HYACINTH & RANDY HOLT	CHRISTMAS DINNER	100.00	DECYWCD
01195	12/12/2011	HYACINTH & RANDY HOLT	IVANNA C. MTHLY ALLOW	20.00	DEICMA
01195	12/12/2011	HYACINTH & RANDY HOLT	IVANNA C. PERSONAL CHRISTMAS SPENDING	20.00	DEICCS
01195	12/12/2011	HYACINTH & RANDY HOLT	CHRISTMAS GIFT MONEY FOR IVANNA C.	200.00	DEICCG
01195	12/12/2011	HYACINTH & RANDY HOLT	MASSIAH M. MTHLY ALLOW	20.00	DECMMA
01195	12/12/2011	HYACINTH & RANDY HOLT	MASSIAH M. PERSONAL CHRISTMAS SPENDING	20.00	DECMCS
01195	12/12/2011	HYACINTH & RANDY HOLT	CHRISTMAS GIFT MONEY FOR MASSIAH M.	200.00	DECMCG
				820.00	
3961	12/12/2011	JAMES EVANS	DECEMBER MTHLY ALLOW & CHRISTMAS GIFT	290.00	DEC2011
				290.00	
01180	12/12/2011	JENNIFER LONG	JENNIFER L. MTHLY ALLOW & CHRISTMAS MONEY	290.00	DEC2011
				290.00	
1314	12/12/2011	KATE VIGNERON & RICHARD REDDING	BRANDIEE MTHLY ALLOW	45.00	DECBMSA
1314	12/12/2011	KATE VIGNERON & RICHARD REDDING	BRANDIEE S. PERSONAL CHRISTMAS SPENDING	45.00	DECBSCS
1314	12/12/2011	KATE VIGNERON & RICHARD REDDING	CHRISTMAS GIFT MONEY FOR BRANDIEE S.	200.00	DECBSCG
1314	12/12/2011	KATE VIGNERON & RICHARD REDDING	CHRISTMAS DINNER	100.00	DECBSCD
				390.00	
01118	12/12/2011	MARK & DEBRA MOORE	CLAUDIA M. MTHLY ALLOW	20.00	DECCMMA
01118	12/12/2011	MARK & DEBRA MOORE	CLAUDIA M. PERSONAL CHRISTMAS SPENDING	20.00	DECCMCP
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTMAS GIFT MONEY FOR CLAUDIA M.	200.00	DECCMCG
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTMAS DINNER	100.00	DECCD
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTOPHER M. MTHLY ALLOW	30.00	DECCHMA
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTOPHER M. PERSONAL CHRISTMAS SPENDING	30.00	DECCHMC
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTMAS GIFT MONEY FOR CHRIS. M	200.00	DECCHMC
01118	12/12/2011	MARK & DEBRA MOORE	SAM M. MTHLY ALLOW	30.00	DECSMMA
01118	12/12/2011	MARK & DEBRA MOORE	CHRISTMAS GIFT MONEY FOR SAM M	200.00	DECSMCG
01118	12/12/2011	MARK & DEBRA MOORE	SAM M. PERSONAL CHRISTMAS SPENDING	30.00	DECSMCS
				860.00	

01196	12/12/2011	PATRICIA & JENO BRAGER	ALIGAH C. MTHLY ALLOW	30.00	DECAOMA
01196	12/12/2011	PATRICIA & JENO BRAGER	ALIGAH C. PERSONAL CHRISTMAS SHOPPING	30.00	DECAOCS
01196	12/12/2011	PATRICIA & JENO BRAGER	CHRISTMAS GIFT MONEY FOR ALIGAH C.	200.00	DECCG
01196	12/12/2011	PATRICIA & JENO BRAGER	CHRISTMAS DINNER	100.00	DECCD
				360.00	
3594	12/12/2011	PAULA PARKER	DEC MTHLY ALLOW ANIYAH M.	30.00	DEOMA
3594	12/12/2011	PAULA PARKER	ANIYAH PERSONAL CHRISTMAS SPENDING	30.00	DEOCS
3594	12/12/2011	PAULA PARKER	CHRISTMAS GIFT MONEY FOR ANIYAH M	200.00	DECCG
3594	12/12/2011	PAULA PARKER	CHRISTMAS DINNER	100.00	DECCD
				360.00	
01325	12/12/2011	TAMMY & JOHN DEARING	BRANDON S. DEC MTHLY ALLOW	30.00	DECBSDA
01325	12/12/2011	TAMMY & JOHN DEARING	BRANDON S. PERSONAL CHRISTMAS SHOPPING	30.00	DECBSCS
01325	12/12/2011	TAMMY & JOHN DEARING	CHRISTMAS GIFT MONEY FOR BRANDON S.	200.00	DECBSCG
01325	12/12/2011	TAMMY & JOHN DEARING	CHRISTMAS DINNER	100.00	DECCD
01325	12/12/2011	TAMMY & JOHN DEARING	NATALIE S. DEC MTHLY ALLOW	20.00	DECNMA
01325	12/12/2011	TAMMY & JOHN DEARING	NATALIE S. CHRISTMAS SPENDING MONEY	20.00	DECNCS
01325	12/12/2011	TAMMY & JOHN DEARING	CHRISTMAS GIFT MONEY FOR NATALIE S.	200.00	DECNCSG
01325	12/12/2011	TAMMY & JOHN DEARING	DANIEL S. DEC MTHLY ALLOW	30.00	DECDMA
01325	12/12/2011	TAMMY & JOHN DEARING	DANIEL S. PERSONAL CHRISTMAS SPENDING	30.00	DECDSCS
01325	12/12/2011	TAMMY & JOHN DEARING	CHRISTMAS GIFT MONEY FOR DANIEL S.	200.00	DECDSCG
				860.00	
01326	12/12/2011	THOMAS HYDE	AALIYAH T. MTHLY ALLOW	20.00	DEOMA
01326	12/12/2011	THOMAS HYDE	AALIYAH T PERSONAL CHRISTMAS SPENDING	20.00	DEOCS
01326	12/12/2011	THOMAS HYDE	CHRISTMAS GIFT MONEY FOR AALIYAH	200.00	DECCG
01326	12/12/2011	THOMAS HYDE	AALIYAH T. BIRTHDAY GIFT	25.00	DECBG
01326	12/12/2011	THOMAS HYDE	CHRISTMAS DINNER	100.00	DECCD
				365.00	
TOTAL CHILDWELFARE				6,760.00	

ACCOUNTS PAYABLE REPORT DECEMBER 12, 2011 GROUP MEDICAL & OTHER EMPLOYEE INSURANCE FOR DECEMBER 2011

1017	12/12/2011	ASSURANT EMPLOYEE BENEFITS	1,594.26	
1941	12/12/2011	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	147,348.95	
1941	12/12/2011	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	2,519.43	
1941	12/12/2011	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	53,732.36	
3025	12/12/2011	TEXAS DEPT OF CRIMINAL JUSTICE	438.30	
01217	12/12/2011	WASHINGTON NATIONAL INS. CO.	1,107.02	
01218	12/12/2011	WASHINGTON NATIONAL	28.36	
1373	12/12/2011	CENTRAL UNITED LIFE INSURANCE	178.42	
3032	12/12/2011	AMERICAN GENERAL LIFE & ACCIDENT INSURANCE	333.92	
TOTAL PAYROLL INSURANCE ITEMS			207,281.02	

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216-A
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, DECEMBER 12, 2011

MARK ENVELOPES

"BID, AVIATION GASOLINE 100LL AND JET A FUEL"

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, Jr., Airport Manager, at (903) 693-7856.


Signature of Bidder

INSTRUCTIONS/TERMS OF CONTRACT

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

AVIATION GASOLINE 100LL AND JET A FUEL

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 a.m., Monday, December 12, 2011

Mark Envelopes:

"BID. AVIATION GASOLINE 100LL AND JET A FUEL"

**BIDS RECEIVED AFTER OPENING DATE
AND TIME WILL NOT BE CONSIDERED**


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 2012.

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

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

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

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

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

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


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

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

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

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering


Signature of Bidder

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 exception(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.

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

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

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

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

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

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

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

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

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any


Signature of Bidder

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 costs which may be obtained against Panola County growing out of such injury or damages.

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

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

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

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

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

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



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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

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

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

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

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

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

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

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

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


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.

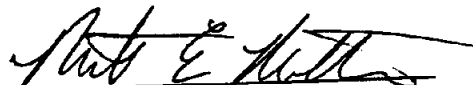
ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Airport Manager John DePresca, Jr. at (903) 693-7856.


Signature of Bidder

FUEL SPECIFICATIONS

AVIATION GASOLINE - 100LL Minimum knock value lean (octane number) 100 minimum. Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be refused at no cost to Panola County.

JET A FUEL - Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be refused at no cost to Panola County.

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Airport-Sharp Field.

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 11/28/11. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

Invoices submitted for payment must include refinery rack price verification by one of the following methods:

- 1) Documentation from the refinery stating the rack price on the delivery date;
- 2) Vendor may provide Panola County with a phone number for the refinery rack prices.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance with the foregoing specifications. Commodities not meeting the specifications shall be removed by the supplier and will not be paid for.

The estimated quantity to be purchased in **2012** is **80,000** gallons of aviation gasoline and **10,000** gallons of Aviation Jet A. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = REFINERY RACK PRICE + FEES + TAXES + BIDDER'S MARK UP

ESTIMATED ANNUAL COST = BID PRICE (AVIATION GASOLINE) *80,000

ESTIMATED ANNUAL COST = BID PRICE (JET A FUEL) *15,000

THE BID FOR GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST ESTIMATED ANNUAL COST.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to John DePresca, Jr., Airport Manager at 903-693-7856.

BID FORM AND CONTRACT **AVIATION & JET A FUEL**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE PANOLA COUNTY AIRPORT - SHARPE FIELD, 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) hereby agree to provide to Panola County, Texas for Fiscal Year 2012, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at \$.12 cents per gallon over refinery rack price.
Refinery rack price on 11-28-11 \$3.18040 cents/gallon.
- b) Additional Freight Charges for Bobtail Load **** cents per gallon.
- c) Jet A at \$.12 cents per gallon over refinery rack price.
Refinery rack price on 11-28-11 \$3.06980 cents/gallon.
- d) Additional Freight Charges for Bobtail Load ***** cents per gallon.
- b)***** 6,000 gal + \$.145, 4,000 gal + \$.175, 2,000 gal + \$.325
- d)***** 6,000 gal + \$.145, 4,000 gal + \$.175, 2,000 gal + \$.325

Exceptions To Specifications: Avfuel can provide Jet A w/ pre-mixed additive for an additional \$.015 per gallon over the straight Jet A price shown above. The above prices do not include any local, state or federal taxes. Avfuel will charge you the applicable taxes; which are currently \$.24591/gallon for Jet A fuel and \$.19591/gallon for Avgas 100LL.


SIGNATURE

1941 Navajo Circle
ADDRESS

(800)351-1393
TELEPHONE NUMBER

ACCEPTED:


COUNTY JUDGE

Avfuel Corporation
COMPANY NAME

Abilene, Texas 79602
CITY STATE ZIP

December 7, 2011
DATE

12-12-11
DATE

DELEK REFINING

DELEK REFINING LTD 11/28/11 16:35 <-- Date/Time Sent
TERMINAL PRICES EFFECTIVE DATE: 11/28/11 18:00

DELEK REFINING LTD		TYLER, TEXAS TERMINAL			
TYLER- TERMINAL		87RUL	KERO	AV GAS	JET
18:00	CHANGE:	-0.06250	-0.05000	-0.03440	-0.12300
11/28/11	PRICE:	2.54550	3.06100	3.18040	3.06980

TXLED DIST.		#2ULS	#2ULSR
18:00	CHANGE:	-0.05000	-0.05000
11/28/11	PRICE:	2.96950	2.97350

TYLER - TERMINAL E-10		87UNE-10	93UNE-10
18:00	CHANGE:	-0.06250	-0.06250
11/28/11	PRICE:	2.51050	2.74050

TYLER - BIO DIST		#2UB02CX	#2UB02RX
18:00	CHANGE:	-0.05000	-0.05000
11/28/11	PRICE:	2.96950	2.97350

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Scaled bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPE

"Road Oil (Cracked Fuel Oil)"

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.

Billy Todd Bryan
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:

"Road Oil (Cracked Fuel OR)"

TO PROVIDE for an annual contract commencing January 1, 2012 and continuing until December 31, 2012.

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 9:00 A.M., MONDAY, DECEMBER 12, 2011

MARK ENVELOPES:

"Road Oil (Cracked Fuel Oil)"

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

Billy Todd Bryan
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 January 1, 2012 to December 31, 2012.

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.

Billy Todd Bryan
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/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.

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.

Billy Todd Bryan
SIGNATURE OF BIDDER

VOL. 77 PAGE 718

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 ROAD OIL (CRACKED FUEL OIL)

THE BIDS WILL BE AWARDED BASED ON THE DELIVERY PRICE BUT PANOLA COUNTY RESERVES THE RIGHT TO PROVIDE TRUCKING. Bidders must also supply the name and location of the plant.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a 12 hour notice.

It shall be necessary to return loads due to weather, equipment breakdowns, and other reasons beyond our control. There shall be no charge for returned loads.

Price shall include a minimum two (2) hour unloading time.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for. All materials used in these products must comply with State and Federal Environmental Laws and Regulations.

The estimated quantity to be purchased in 2012 is 100,000 tons. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.

Bids shall be submitted on the attached bid sheet.

The successful bidders will supply Panola County with a certified weight ticket on each load delivered to Panola County, at the time of delivery.

The transports must have valves that can be controlled from the cab such that the flow of the oil can be started and stopped on the go.

Billy Todd Bryan
SIGNATURE OF BIDDER

ROAD OIL (CRACKED FUEL OIL)

Delivery will be to job site location within a 25-mile radius of the Panola County Warehouse. The County may elect to haul some material. In this case, the supplier will provide loading equipment and personnel to load the county trucks.

SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)

	MINIMUM	MAXIMUM
Asphalt content of I 00 penetration @ 77 degrees F, %	65	80
Flash Point, C.D.C., degrees C	250	-
Saybolt viscosity at 122 degrees F, mm 2/s	-	1000
Loss at 212 degrees F, 20G, 5H, %	-	3.0
Water and sediment, %	-	2.0
Delivery Temperature, F Degrees	220	250
Distance from plant to Panola County Warehouse	39	miles.
Transport standby fee	\$ -0-	
Restocking fee	\$ -0-	
Unloading/spreading fee	\$ -0-	

Billy Todd Bryan
SIGNATURE OF BIDDER

BID FORM AND CONTRACT
Road Oil (Cracked Fuel Oil)

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY
THE ROAD & BRIDGE DEPARTMENT, 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. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

This price will not be subject to change during the term of the contract.
I (we) hereby agree to furnish ROAD OIL to Panola County, Texas delivered to the job site in accordance with the foregoing specifications at the following price:

BID PRICE: FOB PLANT \$600.00 PER TON

BID PRICE: DELIVERED \$605.00 PER TON

EXCEPTIONS:

Billy Todd Bryan
SIGNATURE OF BIDDER

VOL. 77 PAGE 722

Date: December 9, 2011

BIDDER: Bryan & Bryan Asphalt Road Oil, Ltd.

ADDRESS: PO Box 625

Henderson, TX

TEL.#: (903) 657-2391

Date Accepted Bid Offer:

PANOLA COUNTY, TEXAS

12-11

By:

David L. Anderson

TRINITY ASPHALT, LTD.
P.O. BOX 636
HENDERSON, TX 75653
(903) 836-7263 or fax (903) 836-7265

February 3, 2011

Bryan & Bryan Asphalt Road Oil, Ltd.

Attention: Billy Todd Bryan

Our company agrees to furnish Bryan & Bryan Asphalt with road oil (cracked fuel oil) meeting the State Department of Highways 1993 standard specification item #300. This material will be kept in stock, on test, hot and ready to load at all times.

We look forward to serving you in 2011-2012

Sincerely,

Charles Moore

Charles Moore, President
Trinity Asphalt, Ltd.



CERTIFICATE OF LIABILITY INSURANCE

PLLO

DATE (MM/DD/YYYY)
4/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancorpSouth Insurance Services, Inc. P. O. Box 631202 Nacogdoches, TX 75963-1202	CONTACT NAME: Lorene Pless PHONE (A/C No. Ext.): (903) 657-6671 FAX (A/C No.): (903) 657-6775 E-MAIL ADDRESS: lorene.pless@bxs1.com PRODUCER CUSTOMER ID #: BRYA&BR-01														
INSURED Bryan & Bryan Asphalt Road Oil Ltd Trinity Asphalt Ltd, Bryan&Bryan Truck P O Box 625 Henderson, TX 75653	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Lloyds Insurance Company</td> <td>41262</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of Connecticut</td> <td></td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Lloyds Insurance Company	41262	INSURER B: Travelers Indemnity Company of Connecticut		INSURER C: Texas Mutual Insurance Co.		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Lloyds Insurance Company	41262														
INSURER B: Travelers Indemnity Company of Connecticut															
INSURER C: Texas Mutual Insurance Co.															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		660391K009010	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		BA4529C66509	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	CUP391K011A10	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TSF0010141803	5/1/2011	5/1/2012	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 With respects to job contract

CERTIFICATE HOLDER

CANCELLATION

Panola County Panola County Court House 206A Carthage, TX 75633-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPE

"CORRUGATED STEEL PIPE CULVERTS"

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.



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:

CORRUGATED STEEL PIPE CULVERTS

TO PROVIDE for an annual contract commencing January 1, 2012 and continuing for a twelve month period.

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 9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPES:

"CORRUGATED STEEL PIPE CULVERTS"

**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 January 1, 2012 to December 31, 2012.

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/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.

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 CORRUGATED STEEL PIPE CULVERTS

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be within 14 working days to the County Warehouse or job site, as requested. Most deliveries of pipe 46" and smaller will be to the Warehouse. Larger pipes will generally be delivered to the job site. No additional freight will be paid for job site deliveries.
5. Bids will be awarded separately for galvanized pipe and polymer coated pipe.
6. Any exceptions to these specifications must be plainly stated in the submitted bid package.
7. The estimated quantity to be purchased in 2012 is 30 pipe. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.
8. Bids should be submitted on the attached bid form.
9. The term of this contract shall be from January 1, 2012 to December 31, 2012.

BID FORM AND CONTRACT
CORRUGATED STEEL PIPE CULVERTS

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, 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) hereby agree to provide Panola County, Texas for Fiscal Year 2012, corrugated steel pipe culverts for the following prices:

ROUND PIPE, 2-2/3 X 1/2 CORRUGATIONS	GALVIN \$/FT.	BAND \$/EA		
12" 16 GA.	6.50	9.75	OK	
15" 16 GA.	7.80	11.70	OK	
18" 16 GA.	9.75	14.63	OK	
24" 16 GA.	12.35	18.53	OK	
30" 16 GA.	15.60	23.40	OK	
36" 16 GA.	18.85	28.28	OK	

ROUND PIPE, 3 X 1 CORRUGATIONS				
48" 14 GA.	39.42	59.13		
60" 14 GA.	44.53	66.80	OK	
72" 14 GA.	59.13	88.70		
84" 14 GA.	68.62	102.93		
96" 14 GA.	78.11	117.17		
108" 14 GA.	96.00	144.00		
114" 12GA.	139.20	208.80		
120" 12GA.	146.20	219.30		

VOL. 77 PAGE 734

DELIVERY FEE/CHARGE

Included

DATE: 12-2-11

FIRM: Contech Construction Products

BY: Rob HAMILTON

ADDRESS: 2201 W Royal W #170

Irving TX 75063

972-590-2000

PHONE NUMBER:

~~214-7~~

DATE: 12-12-11

PANOLA COUNTY, TEXAS

BY:

David H. Anderson

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

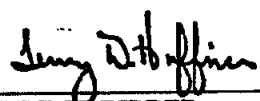
9:00 A.M., MONDAY, ~~DECEMBER 12, 2011~~

MARK ENVELOPE

"CORRUGATED STEEL PIPE CULVERTS"

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.


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:

CORRUGATED STEEL PIPE CULVERTS

TO PROVIDE for an annual contract commencing January 1, 2012 and continuing for a twelve month period.

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 9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPES:

"CORRUGATED STEEL PIPE CULVERTS"

**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 January 1, 2012 to December 31, 2012.

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.

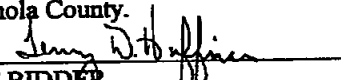
CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

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/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.

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.

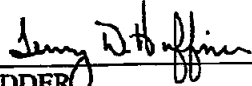
INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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

Samy D. Hoffman

SPECIFICATIONS FOR CORRUGATED STEEL PIPE CULVERTS

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be within 14 working days to the County Warehouse or job site, as requested. Most deliveries of pipe 46" and smaller will be to the Warehouse. Larger pipes will generally be delivered to the job site. No additional freight will be paid for job site deliveries.
5. Bids will be awarded separately for galvanized pipe and polymer coated pipe.
6. Any exceptions to these specifications must be plainly stated in the submitted bid package.
7. The estimated quantity to be purchased in 2012 is 30 pipe. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.
8. Bids should be submitted on the attached bid form.
9. The term of this contract shall be from January 1, 2012 to December 31, 2012.








BID FORM AND CONTRACT
CORRUGATED STEEL PIPE CULVERTS

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, 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) hereby agree to provide Panola County, Texas for Fiscal Year 2012, corrugated steel pipe culverts for the following prices:

ROUND PIPE, 2-2/3 X 1/2 CORRUGATIONS	GALVIN \$/FT.	BAND \$/EA		
12" 16 GA.	6.72	10.08		
15" 16 GA.	8.40	12.60		
18" 16 GA.	10.04	15.06		
24" 16 GA.	13.37	20.06		
30" 16 GA.	16.74	25.11		
36" 16 GA.	20.25	30.38		

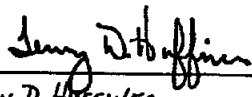
ROUND PIPE, 3 X 1 CORRUGATIONS				
48" 14 GA.	38.39	57.59		
60" 14 GA.	47.25	70.88		
72" 14 GA.	57.19	85.79		
84" 14 GA.	66.15	99.23		
96" 14 GA.	75.41	113.12		
108" 14 GA.	84.46	126.69		
112" 12GA.	118.72	178.08		
120" 12GA.	126.82	190.23		

VOL. 77 PAGE 744

DELIVERY FEE/CHARGE NONE

DATE: 12/5/2011

FIRM: WILSON CULVERTS, INC.

BY: 
TERRY D. HOFFINES

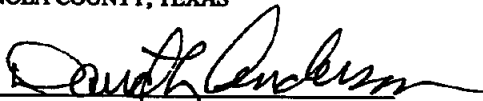
ADDRESS: P.O. BOX 940

ELKHART, TEXAS 75839

PHONE NUMBER: 800-234-0084

DATE: 12-12-11

PANOLA COUNTY, TEXAS

BY: 



P.O. BOX 69
BECKVILLE, TX 75631
PHONE (903) 678-3748
FAX (903) 678-3896

VOL. 77 PAGE 745

To whom it may concern,

We cannot give a bid on the Fly Ash at this time due to the amount of material available.

Sincerely,

Gary Guthrie
Supervisor

P.O. Box 69
Telephone (903) 678-3748

Beckville, TX 75631
Fax (903) 678-3896

**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:

BITS/HOLDERS

TO PROVIDE for an annual contract commencing **January 1, 2012** and continuing until **December 31, 2012.**

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 9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPES:

"BITS/HOLDERS"

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


SIGNATURE OF BIDDER

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

9:00 A.M. MONDAY, DECEMBER 12, 2011.

MARK ENVELOPE

"BITS/ HOLDERS"

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.

Derde Bain
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 January 1, 2012 to December 31, 2012.

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/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.

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.

Derek Bain
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.

Derek Bahr
SIGNATURE OF BIDDER

VOL. 77 PAGE 752

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.

Derek Bain
SIGNATURE OF BIDDER

SPECIFICATIONS FOR BITS

1. Bits and holders must be compatible with a road reclaimer.

BIT

2. Bit Kit # 1 serial – 222-7579
Bit Kit # 2 serial – 117-3884

HOLDERS

3. Holder Type 1 – serial # 6R-3926
Holder Type 2 – serial # 6R-3927
Holder Type 3 – serial # 7R-6187
Holder Type 4 – serial # 151-9941
Holder Type 5- serial # 117-3887
Holder Type 6- serial # 117-4076
Holder Type 7 – serial # 8T-4084
4. Samples may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance. Materials not meeting the above specifications must be removed by the supplier and will not be paid for.
5. Materials must be available for delivery within 72 hours of order by Panola County. Materials will be ordered on an as needed basis and deliveries of any amount other than that ordered will not be accepted.
6. Reasonable effort will be made to work with vendor on delivery quantities and scheduling. In the event a compromise cannot be reached, item #4 will prevail.
7. The estimated quantity to be purchased in 2012 is 3500 units. However, the County is not obligated to purchase this quantity or any other particular quantity during the year.
8. The term of the contract shall be from January 1, 2012 to December 31, 2012.

BID FORM AND CONTRACT

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, 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 conditions of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to furnish these products to Panola County, Texas in accordance with the specifications at the following prices:

	Price Per Box 50 Bits	Price Per Pallet 2250 Bits
BIT KIT # 1	\$ <u>N/A</u> Box	\$ <u>8387.63</u> Pallet (2000 bits)
BIT KIT # 2	\$ <u>226.00</u> Box	\$ <u>10,170.00</u> Pallet
HOLDER TYPE 1	\$ <u>2314.50</u> Box	\$ <u>104,152.50</u> Pallet
HOLDER TYPE 2	\$ <u>1390.00</u> Box	\$ <u>62,550.00</u> Pallet
HOLDER TYPE 3	\$ <u>562.50</u> Box	\$ <u>25,312.50</u> Pallet
HOLDER TYPE 4	\$ <u>1390.00</u> Box	\$ <u>62,550.00</u> Pallet
HOLDER TYPE 5	\$ <u>1390.00</u> Box	\$ <u>62,550.00</u> Pallet
HOLDER TYPE 6	\$ <u>520.00</u> Box	\$ <u>23,400.00</u> Pallet
HOLDER TYPE 7	\$ <u>615.50</u> Box	\$ <u>27,697.50</u> Pallet

EXCEPTIONS TO SPECIFICATIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Date: 12/12/11

Firm: Holt Cat

By: Derek Bain

Address: 5110 W. Loop 281

Longview, TX 75603

Phone: 903-932-2592

ACCEPTED:

PANOLA COUNTY, TEXAS

Date: 12-12-11

By: [Signature]

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPE

"CRUSHED LIMESTONE"

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.


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:

CRUSHED LIMESTONE

TO PROVIDE for an annual contract commencing January 1, 2012 and continuing to December 31, 2012.

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 9:00 A.M., MONDAY, DECEMBER 12, 2011.

MARK ENVELOPES:

CRUSHED LIMESTONE

**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 January 1, 2012 to December 31, 2012.

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/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.

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.

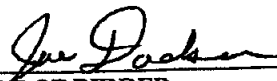
MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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.

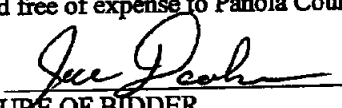
PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

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 AND BID FORM FOR CRUSHED LOMESTONE

<u>TYPE</u>	<u>FOB</u>	<u>DELIVERED</u>
0" - 2" CRUSHED LIMESTONE (PER TON)	\$ 20 . 70	\$ 25 . 20

EXCEPTIONS _____

F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.

Panola County will submit payment for the price bid per TON only.
No surcharge for hauling, fuel, ect.. shall be included on invoices.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a certified weight ticket indicating the number of TONS on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of TONS picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

VOL. 77 PAGE 764

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH
STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS 2000 TONS. HOWEVER,
THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED
QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

DATE: 12-5-11

FIRM: DODSON TRUCKING, INC.

BY: JOE DODSON

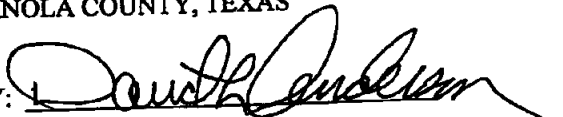
ADDRESS 14543 CR 2213-A

TATUM, TX 75691

PHONE NUMBER: 903 947 6224
903 658 3278

DATE: 12-12-11

PANOLA COUNTY, TEXAS

BY: 

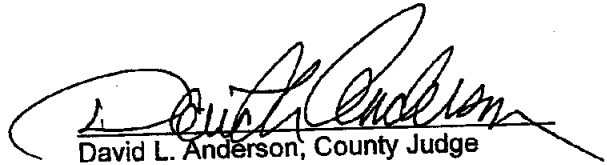
2012 PAYMENT SCHEDULE FOR ELECTION WORKERS

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12th day of December, 2011, in order to be in compliance with federal and state law, do hereby adopt the following payment schedule for election workers in elections supervised by Panola County, beginning with the Primary Election on March 6, 2012 and continuing for the remainder of Fiscal Year 2012:

ELECTION JUDGES - \$ 8.50 PER HOUR
ALTERNATE ELECTION JUDGES - \$ 8.50 PER HOUR
ELECTION CLERKS - \$ 8.50 PER HOUR

PERSON WHO PICKS UP AND RETURNS
ELECTION MATERIALS TO RECEIVE AN ADDITIONAL \$ 25.00

ADOPTED UNANIMOUSLY this 12th day of December, 2011 in open court.


David L. Anderson, County Judge

2012 PAYMENT SCHEDULE FOR PETIT JURORS AND GRAND JURORS

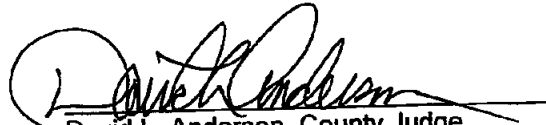
We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12th day of December, 2011 do hereby adopt the following payment schedule for petit jurors and grand jurors for Fiscal Year 2012:

PETIT JURORS - \$ 10⁰⁰ PER DAY FOR REPORTING
- \$ 32²⁵ PER DAY WHILE SERVING PER SB 1704
- \$ 10⁰⁰ FOR LUNCH WHILE SERVING

GRAND JURORS - \$ 10⁰⁰ PER DAY FOR REPORTING
- \$ 32²⁵ PER DAY WHILE SERVING PER SB 1704
- \$ 10⁰⁰ FOR LUNCH WHILE SERVING

Said payment schedule is effective January 1, 2012.

ADOPTED UNANIMOUSLY this 12th day of December, 2011 in open court.


David L. Anderson, County Judge

ORDER #2011-18

WHEREAS, Local Government Code, Section 81.005 requires the designation of a day of the week for regular meetings of the Commissioners' Court each month; and

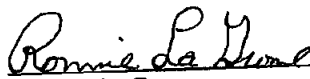
WHEREAS, the same section requires that the designation be made at the last regular session of the fiscal year;

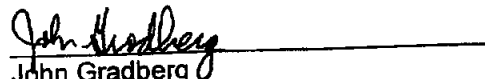
NOW, THEREFORE, the Panola County Commissioners' Court, meeting in a properly called and posted meeting on this the 12th day of December, 2011, does hereby enter the following Order:


1. Regular meetings of the Court shall occur on the second Monday of each month; and
2. In the event that the second Monday is a holiday or that the Courthouse is closed for any other reason on that day, the regular session shall be held on Tuesday following the second Monday of each month.


PASSED, APPROVED, and ADOPTED in Open Court on this the 12th day of December, 2011.


David L. Anderson, County Judge

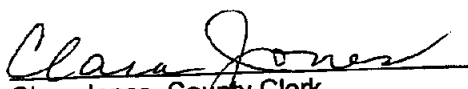

Ronnie LaGrone
Commissioner, Precinct 1


John Gradberg
Commissioner, Precinct 2


Hermon E. Reed, Jr.
Commissioner, Precinct 3


Dale LaGrone
Commissioner, Precinct 4

ATTEST:


Clara Jones, County Clerk



RESOLUTION #2011-03


WHEREAS, the Panola County Commissioners' Court adopted Order 1995-13 on November 13, 1995 as Panola County's Investment Policy as required by VTCA Government Code, Section 2256.005; and

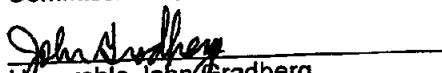
WHEREAS, the same policy has been reviewed annually as required by VTCA Government Code, Section 2256.005(e) and the same policy has been annually re-approved by vote of the Commissioners' Court; and

WHEREAS, the annual review of the policy for 2011 is now due;


NOW, THEREFORE, IT IS RESOLVED, by the Commissioners' Court of Panola County, Texas meeting in Regular Session on December 12, 2011 that the Investment Policy as found in Order 1995-13 has been reviewed and is accepted without change.

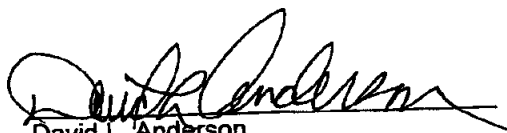
PASSED, APPROVED AND ADOPTED this 12th day of December, 2011 in Open Court.

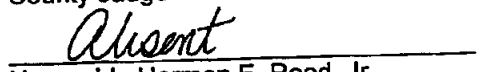

Honorable Ronnie LaGrone
Commissioner, Precinct One



Honorable John Gradberg
Commissioner, Precinct Two

ATTEST:


Clara Jones, County Clerk


David L. Anderson
County Judge


Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Dale LaGrone
Commissioner, Precinct Four



ORDER 1995-13

BE IT REMEMBERED AT A MEETING OF the Commissioners Court of Panola County, Texas held on the 13th day of November, 1995 on motion made by Jimmy Davis and seconded by Dick Haynes, with all voting in favor of the Order and 0 voting against, 0 abstentions and 0 absent, the following Order was adopted:

WHEREAS, the Commissioners Court of Panola County, Texas desires the establishment of prudent investment policies; and

WHEREAS, the Commissioners Court has reviewed the following investment policy and believes its enactment would be to the financial benefit of Panola County, Texas;

NOW, THEREFORE, it is hereby ADJUDGED and DECREED that the Panola County Treasurer implement the following investment policy:

POLICY PURPOSE

This policy serves to satisfy the statutory requirements of the Texas Government Code Annotated, Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

It is the objective of Panola County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

It is the County's policy to provide periodic training in investments for all applicable personnel through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the applicable personnel in making investment decisions, in compliance with Section 2256.008 of the Public Funds Investment Act.

INVESTMENT SCOPE

Texas Government Code Annotated, Section 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds. The governing body shall conduct an annual review of its investment policy and investment strategy. County funds include all financial assets of all funds of the County of Panola, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Panola County and any depository bank.

This policy governs the investment of all financial assets of all funds of Panola County, and are to be managed in compliance with this policy and applicable state and federal laws.

INVESTMENT STRATEGY

All funds of Panola County that are invested are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing investment options available in this policy. It is the intent to invest most of the funds needed for current year operations in time deposits, certificates of deposit or security repurchase agreements in accordance with the depository contract. Other funds which are not expected to be used for current year operations may be

invested in other safe United States government investments if the yield is significantly greater than the rate guaranteed in the depository contract. However it is important that these other investments are backed by the full faith and credit of the United States government.

RESPONSIBILITY AND CONTROL

It shall be the responsibility of the County Treasurer to make actual purchase of the investments upon written authority of the County Auditor and County Judge. The County Treasurer, County Auditor, County Judge and County Commissioners will act as Advisory Committee implementing this investment policy.

OBJECTIVES AND PRIORITIES

The investment objectives and priorities of the Panola County Treasurer shall be as follows:

1. To understand the suitability of the investment to the financial requirements of the entity.
2. To ensure the preservation and the safety of Panola County funds and to avoid speculative investing.
3. To provide funds to meet the liquidity and cash needs of Panola County, Texas.
4. To ensure the marketability of the investment if the need arises to liquidate the investment before maturity.
5. To ensure the diversification or maturity date of investment portfolio.
6. To earn the maximum interest rate yield allowed through prudent and legal investing of county funds consistent with the current Bank Depository Contract and federal and state law.
7. To provide for the safety of capital, securities and collateral.
8. The County Treasurer shall make re-investments upon written approval of the County Auditor and the County Judge.
9. The County Treasurer shall receive and provide for the safekeeping of all pledged securities as collateral for invested funds.
10. The County Treasurer shall comply with the laws of the State of Texas as defined in the Government Code, Chapter 2256, known as the "PUBLIC FUNDS INVESTMENT ACT" concerning the investment of county funds.

INVESTMENT METHODS

The Panola County Treasurer shall use any or all of the following types of investments consistent with federal and state law and the current Bank Depository Contract:

1. Time Deposits
2. Certificates of Deposit
3. Security Repurchase Agreements
4. Money Market Investment Accounts
5. Negotiable Order of Withdrawal (NOW) Accounts
6. United States Treasury Bills
7. United States Government Securities

The County shall require appropriate documentation showing that the county has adequate control of the investments.

INVESTMENT INSTITUTIONS

The Panola County Treasurer shall invest county funds with or through the County's depository bank consistent with federal and state law and the current Bank Depository Contract.

INVESTMENT COLLATERAL

The Panola County Treasurer shall insure that all county funds are fully collateralized consistent with federal and state law and the current Bank Depository Contract, without exception, in one or more of the following manners:

1. United States Government Bonds, Notes and Bills
2. Securities of United States Agencies
3. Federal Housing Authority Bonds
4. Farmer's Home Administration Notes
5. Federal National Mortgage Association Bonds
6. Municipal Securities Bearing Moody's A or Better Rating

Such securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or an independent investment institution under an appropriate legal contract. The amount of securities so pledged shall be determined by their market value.

MATURITY AND DIVERSIFICATION

The Treasurer of Panola County shall strive to retain enough liquidity in investments to cover the cash needs of the county and shall also strive to diversify the investments consistent with the objectives of this policy.

STANDARD OF CARE

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority; preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the county's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the county.

AUDIT CONTROL

The Panola County Treasurer is subject to audit by the Panola County Auditor. In addition, it is the policy of the Panola County Commissioners Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Panola County Treasurer and the County's investment procedures shall be subject to the annual and any special audits as required.

LIABILITY

The County Treasurer shall not be responsible for any loss of the county funds through the failure or negligence of any depository; but nothing in this shall release any County Treasurer for any loss resulting from any official misconduct or negligence on his or her part nor from any responsibility for the funds of the county until a depository shall be selected and the funds deposited therein, nor for any misappropriations of such funds by him or her.

INVESTMENT REPORTING

It shall be the duty of the Treasurer of Panola County, Texas to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation. In accordance with Texas Government Code, Title 10, Section 2256.023, the Panola County Treasurer will report quarterly the portfolio statistics listing.

DONE IN OPEN COURT this 13th day of November, 1995.

John Cordray
County Judge

Richard T. Thomas
Commissioner, Precinct 1

Buddy Harris
Commissioner, Precinct 2

Rock Wagner
Commissioner, Precinct 3

Jimmy E. Perry
Commissioner, Precinct 4

ATTEST:

Dee Dwyer
County Clerk

By: Martha R. Beyer, Deputy

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON
THIS INSTRUMENT WAS NOT CLEARLY
LEGIBLE FOR SATISFACTORY RECORDATION.

CERTIFICATION

VOL. 77 PAGE 773

I hereby certify that I have personally read and understand the investment policy and strategy of Panola County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this bank and Panola County will be directed towards precluding imprudent investment activities and protecting the County from any loss.

All authorized officers of this bank dealing with Panola County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This bank pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this bank.

FIRST STATE BANK & TRUST COMPANY

(Name)

(Title)

(Signature)

(Date)

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON
THIS INSTRUMENT WAS NOT CLEARLY
LEGIBLE FOR SATISFACTORY RECORDATION.

**PANOLA COUNTY AIRPORT
SHARPE FIELD ADVISORY BOARD
APPOINTMENTS**

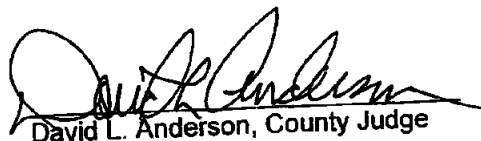
We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12th day of December, 2011 do hereby appoint the following persons to two (2) year terms on the **PANOLA COUNTY AIRPORT - SHARPE FIELD ADVISORY BOARD**

JACK REEVES

CLIFF TODD

Said appointments commence January 1, 2012 and end December 31, 2013.

PASSED UNANIMOUSLY this 12th day of December, 2011 in Open Court.


David L. Anderson, County Judge

**PANOLA COUNTY EMERGENCY
SERVICES DISTRICT NO. 1
BOARD OF COMMISSIONERS APPOINTMENT**

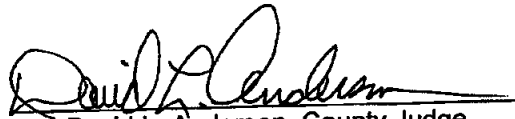
We, the Commissioners Court of Panola County, Texas meeting in Regular Session this 12th day of December, 2011 do hereby re-appoint the following persons to two (2) year terms on the **PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS:**

PALMER FUSELIER

REBECCA JOFFRION

Said re-appointments commence January 1, 2012 and ends December 31, 2013.

PASSED UNANIMOUSLY this 12th day of December, 2011 in open court.


David L. Anderson, County Judge

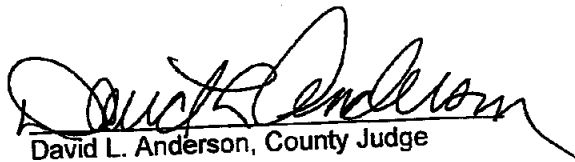
2012 MILEAGE REIMBURSEMENT SCHEDULE

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 12th day of December, 2011 do hereby adopt the following mileage reimbursement schedule for Fiscal Year 2012:

REIMBURSE AT 55.5 CENTS PER MILE

Said mileage reimbursement schedule is effective January 1, 2012.

ADOPTED UNANIMOUSLY this 12th day of December, 2011 in open court.


David L. Anderson, County Judge

KellPro Software License and Service Agreement Terms and Conditions

Please sign and return one copy to KellPro. Keep one copy for your records.

The following terms and conditions are intended to guide the relationship between KellPro USA, Inc. and Panola Justice of Peace #1, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property and our time. KellPro licenses you, our Customer, to use our software as described herein on the number of workstations shown below in exchange for \$3,190.20 during 1/1/2012 until 12/31/2012. We promise to provide reasonable customer support when you need help.

<u>Qty</u>	<u>Product Description or Service</u>
0.5	Court System Site With 1st Station
2	Court System Additional Station
1	OCA Reporting Module

Software

We wrote this software so we own it, but we are happy to let you use it during the period of time listed above for the license fee listed above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to you. We did a good job of writing this software but since we can't control how you use our software or be aware of all the different ways your computer or network may be configured, we cannot and will not be responsible for any loss that seems to have been caused as a result of using our software. In other words, KellPro does not warrant that the operation of our software will be uninterrupted or error free. We will be happy to provide software for you for a long time but we may increase the licensing fees from time to time as our costs increase. We promise to do our very best to make our software as great a product as we can and to only change our fee rates at the beginning of a licensing period.

Licensing Fees

We enjoy working for you and the licensing fees you pay help us keep our doors open and our kids fed so we can concentrate on serving you well. These fees also help pay us back for investing our time to learn your business and create software for your use. If you need something that we didn't think of, or that we couldn't afford to add initially, we may talk with you about paying to add that feature or service. If we do add something, it's still ours and we may want to charge other folks for it too. If you change the way things work at your place and our software quits working correctly, we may fix it for nothing if it doesn't take too long, but if it's going to be a lot of work we'll probably charge you for our time. However, if you talk to us first, we sure would like to help you figure out a way to do what you want that won't cost anything. We promise to treat you like we would want to be treated as we set our licensing fees and decide what features our software should have.

Support

We gladly provide free technical support for our software as long as you are paying the licensing fee. Please don't expect us to give you free support if you haven't been paying the licensing fee or we will probably have to ask you to catch up on all the fees you haven't paid. We ask our personnel to be here during normal business hours (8:00 A.M. to 5:00 P.M.) here in Oklahoma, most every week day (we do take off to play with our kids on most federal holidays). We can help you if you have problems before or after business hours, but will probably charge you a bit for making us work instead of playing with our kids. There isn't much support that can't be done over the telephone or Internet so we will only come to your office if we have discussed it with you and you have agreed to pay for the trip (unless we have just really messed up and want to correct it). We expect you to have a working telephone and Internet connection. If the problem you are having is because of something other than our software, then we may need to charge you for the time we spend helping you. However, we do promise to give your problem our full attention when you call us and we will be polite and do everything we can to help you figure out how to fix your problem. Even if we have to ask you to pay us for our time because the problem doesn't have anything to do with our software, we will be professional and glad to serve you.

Training and Documentation

Our programmers work very hard at making our software as easy to use as possible. Some customers start using it with very little training. Still, we will provide training classes every year because we like to see you and it's a lot less expensive for several of us to come see dozens of you at the same time (and more fun!). When you attend our training schools, we promise to bring the donuts and coffee. We will provide written documentation and we hope that you will read it! If you call and ask a question that we wrote down in the manual, we may refer you to back to the manual. Individualized training is available at our standard rates.

Ownership

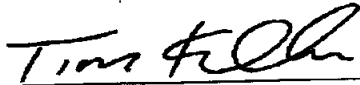
As we said earlier, the software belongs to us. The data that you enter into our software is an entirely different thing however. From our perspective, that data is yours and yours alone! If you want to use a different sort of software, that software company ought to be able to

get your data out of our software without any problem. But, if they need help getting the data out or they want some other information that will save them time, then we will charge you our regular hourly rates to help them. We promise to be reasonable and treat you fairly, even if you decide to take your business elsewhere, although, we would like to hear why you would want to so we can do better with your friends and neighbors.

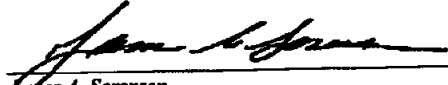
Other Stuff

We really can only be responsible for the software we write. There are things that our software needs to have on your computer and if it's not there or it's broken or it's been changed, our software won't work right. You'll have to take care of those things or if you want us to take care of them, we can, but it will take time we didn't plan on spending to fix your computer and we will charge something for that. We have folks here who like doing that kind of thing and they would be thrilled to work with you, even coming to your office (especially around Thanksgiving or Christmas when you have good food!). We do promise to tell you as quickly as we can when we start to think that a problem may not be related to our software so you can decide whether you want us to try to fix it.

If you have any questions, please give us a call and let's talk - we'd love that!

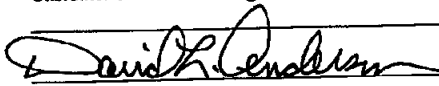


Tim Keller
President, KellPro USA, Inc.
Date: December 06, 2011



James A. Sorensen
CEO, KellPro USA, Inc.
Date: December 06, 2011

Customer's Authorized Signature(s):

 Date: 12-12-11

Date: _____

Date: _____

KellPro Software License and Service Agreement Terms and Conditions

Please sign and return one copy to KellPro. Keep one copy for your records.

The following terms and conditions are intended to guide the relationship between KellPro USA, Inc. and Panola Justice of Peace #2, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property and our time. KellPro licenses you, our Customer, to use our software as described herein on the number of workstations shown below in exchange for \$3,190.20 during 1/1/2012 until 12/31/2012. We promise to provide reasonable customer support when you need help.

<u>Qty:</u>	<u>Product Description or Service</u>
0.5	Court System Site With 1st Station
2	Court System Additional Station
1	OCA Reporting Module

Software

We wrote this software so we own it, but we are happy to let you use it during the period of time listed above for the license fee listed above. Using our software without a license is prohibited. Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to you. We did a good job of writing this software but since we can't control how you use our software or be aware of all the different ways your computer or network may be configured, we cannot and will not be responsible for any loss that seems to have been caused as a result of using our software. In other words, KellPro does not warrant that the operation of our software will be uninterrupted or error free. We will be happy to provide software for you for a long time but we may increase the licensing fees from time to time as our costs increase. We promise to do our very best to make our software as great a product as we can and to only change our fee rates at the beginning of a licensing period.

Licensing Fees

We enjoy working for you and the licensing fees you pay help us keep our doors open and our kids fed so we can concentrate on serving you well. These fees also help pay us back for investing our time to learn your business and create software for your use. If you need something that we didn't think of, or that we couldn't afford to add initially, we may talk with you about paying to add that feature or service. If we do add something, it's still ours and we may want to charge other folks for it too. If you change the way things work at your place and our software quits working correctly, we may fix it for nothing if it doesn't take too long, but if it's going to be a lot of work we'll probably charge you for our time. However, if you talk to us first, we sure would like to help you figure out a way to do what you want that won't cost anything. We promise to treat you like we would want to be treated as we set our licensing fees and decide what features our software should have.

Support

We gladly provide free technical support for our software as long as you are paying the licensing fee. Please don't expect us to give you free support if you haven't been paying the licensing fee or we will probably have to ask you to catch up on all the fees you haven't paid. We ask our personnel to be here during normal business hours (8:00 A.M. to 5:00 P.M.) here in Oklahoma, most every week day (we do take off to play with our kids on most federal holidays). We can help you if you have problems before or after business hours, but will probably charge you a bit for making us work instead of playing with our kids. There isn't much support that can't be done over the telephone or Internet so we will only come to your office if we have discussed it with you and you have agreed to pay for the trip (unless we have just really messed up and want to correct it). We expect you to have a working telephone and Internet connection. If the problem you are having is because of something other than our software, then we may need to charge you for the time we spend helping you. However, we do promise to give your problem our full attention when you call us and we will be polite and do everything we can to help you figure out how to fix your problem. Even if we have to ask you to pay us for our time because the problem doesn't have anything to do with our software, we will be professional and glad to serve you.

Training and Documentation

Our programmers work very hard at making our software as easy to use as possible. Some customers start using it with very little training. Still, we will provide training classes every year because we like to see you and it's a lot less expensive for several of us to come see dozens of you at the same time (and more fun!). When you attend our training schools, we promise to bring the donuts and coffee. We will provide written documentation and we hope that you will read it! If you call and ask a question that we wrote down in the manual, we may refer you to back to the manual. Individualized training is available at our standard rates.

Ownership

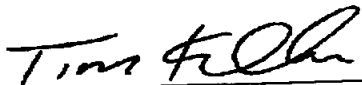
As we said earlier, the software belongs to us. The data that you enter into our software is an entirely different thing however. From our perspective, that data is yours and yours alone! If you want to use a different sort of software, that software company ought to be able to

get your data out of our software without any problem. But, if they need help getting the data out or they want some other information that will save them time, then we will charge you our regular hourly rates to help them. We promise to be reasonable and treat you fairly, even if you decide to take your business elsewhere, although, we would like to hear why you would want to so we can do better with your friends and neighbors.

Other Stuff

We really can only be responsible for the software we write. There are things that our software needs to have on your computer and if it's not there or it's broken or it's been changed, our software won't work right. You'll have to take care of those things or if you want us to take care of them, we can, but it will take time we didn't plan on spending to fix your computer and we will charge something for that. We have folks here who like doing that kind of thing and they would be thrilled to work with you, even coming to your office (especially around Thanksgiving or Christmas when you have good food!). We do promise to tell you as quickly as we can when we start to think that a problem may not be related to our software so you can decide whether you want us to try to fix it.

If you have any questions, please give us a call and let's talk - we'd love that!

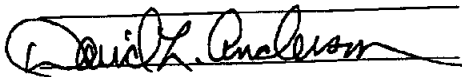


Tim Keller
President, KellPro USA, Inc.
Date: December 06, 2011



James A. Sorensen
CEO, KellPro USA, Inc.
Date: December 06, 2011

Customer's Authorized Signature(s):

 Date: 12-12-11

Date:

Date:

KENWORTH TRUCK COMPANY LIMITED WARRANTY AGREEMENT **Medium Duty Warranty** **UNITED STATES**

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU, KENWORTH TRUCK COMPANY ("KENWORTH"), AND THE SELLING KENWORTH DEALER ("SELLING DEALER"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

Kenworth warrants directly to you that the Kenworth vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). The Vehicle warranty extends only to you, the First Purchaser.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST KENWORTH AND THE SELLING DEALER ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN KENWORTH DEALERS, SUBJECT TO KENWORTH'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitations in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Kenworth and the Selling Dealer. Except for the above limited warranty, Kenworth and the Selling Dealer make no other warranties, express or implied. KENWORTH AND THE SELLING DEALER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT KENWORTH AND THE SELLING DEALER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Kenworth: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pinle hook, hitch, batteries not listed in the Vehicle Schedule, trade accessories (such as fire extinguishers, chains, emergency kit, and tools), and items not installed by the Kenworth factory at the time of the Vehicle's manufacture.

Kenworth does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Kenworth dealers may be found on WWW.KENWORTH.COM.

KENWORTH IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Kenworth does not warrant metallic chassis (frame) paint. Kenworth is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab or hood panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted.

All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, loose fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose/electrical connections can develop during the early use of the vehicle. Kenworth will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Kenworth is not responsible for failures resulting from the use of parts not approved by Kenworth. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

2NKH1HN8X5CM323413, 2NKH1HN8X7CM323414

Chassis Number(s) (17-digit VIN)

Customer Initials

VOL. 77 PAGE 782

Kenworth Truck Company Warranty Agreement 4985 revision 05/10

Page 2 of 3

Kenworth is not responsible for towing or roadside assistance should there be a defect in the Vehicle. Kenworth is not responsible for damage or loss resulting from engine horsepower/torque upgrades.

Kenworth reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

KENWORTH TRUCK COMPANY

By: *Deanne H...*
National Warranty Manager

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms and acknowledge receipt of a copy of the agreement (3 pages).

X *David L. Henderson* Date: 12-12-11
First Purchaser's Signature

Date of Sale: _____

Optional Extended Limited Vehicle Coverage: _____

Customer Initials: *DR*

Date of Delivery to First Purchaser: November 15, 2011

I, the above signed, have elected not to purchase an optional extended limited Vehicle coverage at this time on the Vehicle(s) covered by this document.

Dealer Name/Code: Performance Truck / C359

Reference: PANOLA COUNTY
First Purchaser's Name (Company or Individual)

City, State: Cleveland, TX

Contact Name: JOHN DEPRESCA

By: _____
Authorized Dealer Representative/Title

Mailing Address: 1120 EAST SABINE

CARTHAGE, TX 75633 USA

The following pre-delivery items are to be performed by the dealer at the time of the vehicle delivery. Sign off each item as verification that it was performed

<input type="checkbox"/> Review Operation & Service Manual with customer.	Kenworth Truck Company A DIVISION OF PACCAR P.O. Box 1000 Kirkland, WA 98083-1000
<input type="checkbox"/> Explain and demonstrate vehicle accessory operation to customer.	
<input type="checkbox"/> Explain maintenance program to customer.	
<input type="checkbox"/> Re-Explain Kenworth Warranty to customer.	

Dealers Initials: _____

2NKH1HN8X5CM323413, 2NKH1HN8X7CM323414

Chassis Number(s) (17-digit VIN)

Customer Initials: *DR*

Kenworth Truck Company Warranty Agreement 4985 revision 05/10

Page 3 of 3

**KENWORTH TRUCK COMPANY
Medium Duty Warranty Schedule
UNITED STATES
VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Kenworth Truck Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway vehicle, except for additional coverage and warranty exclusions below.	12	Unlimited
Major Components Eaton, Meritor & Dana Spicer front axle, beam, spindles, kingpin & kingpin bushings. Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions, gears, shafts, case & bell housing. Eaton auto shift. Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes).	24	Unlimited
Eaton Hybrid Components Hybrid Drive Unit (HDU) with Motors and Electronic Actuator (ECU), Electronic Clutch Actuator (ECA), Power Electronic Carrier (PEC), including batteries, Inverter, Hybrid Control Module (HCM). DC/DC Converter (In Utility Application Only), Auxiliary Power Generator Kit (APG) (In Utility Application Only)	36	150,000
Frame, Gussets, Crossmembers, Cab/Hood Structure, and Cab/Hood Corrosion Frame rails, gussets, and crossmembers. Structural components of the cab and hood. Cab and hood perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab panel or to finish paint.	36	Unlimited
Other Coverage		
PACCAR Batteries	12	Unlimited
Gaskets and Wheel Seals	12	50,000
Cab and Hood Paint	12	100,000
Frame Paint - Black only	12	100,000
Frame Paint - All colors other than black	6	50,000
Frame Paint - Logger mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000
Severe Service Vehicle - All Kenworth installed components except as excluded herein. Severe Service vehicles are those operated 10% or more on class C or D roads.	12	50,000

2NKH-HN8X5CM323413, 2NKH-HN8X7CM323414

Chassis Number(s) (17-digit VIN)

Customer Initials 

VOL. 77 PAGE 784

KENWORTH TRUCK COMPANY

Change of Address Form

Complete this form and return it to Kenworth Truck Company, P.O. Box 1000, Kirkland, WA 98083-1000, Attn: Warranty Dept.

Address Information

Company/Contact: _____

Old Mailing Address: _____

Old City: _____

Old State/Zip: _____

New Mailing Address: _____

New City: _____

New State/Zip: _____

Phone number: _____

Email address: _____

[illegible]

PACCAR ENGINE LIMITED WARRANTY AGREEMENT Medium Duty Engine UNITED STATES

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU, PACCAR INC ("PACCAR"), AND THE SELLING PACCAR ENGINE DEALER ("SELLING DEALER"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

PACCAR warrants directly to you that the PACCAR PX-8 or PX-8 engine ("Engine") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage or hour limitations set forth in the attached Warranty Schedule (dated 12/09). The Engine warranty extends only to you, the First Purchaser. The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the emissions components is outlined in the Emission Warranty section of the applicable PACCAR Operator's Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND THE SELLING DEALER ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN PACCAR ENGINE DEALERS, OR AN AUTHORIZED PACCAR ENGINE FACILITY OR AN AUTHORIZED CUMMINS DISTRIBUTOR WHERE APPLICABLE, (REFERRED TO AS "AUTHORIZED DEALER" OR "AUTHORIZED DEALERS") SUBJECT TO PACCAR'S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser, as shown below. The accrued time, mileage, or hours is calculated when this engine is brought into an Authorized Dealer for correction of Warrantable Failures.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)

This limited warranty is the sole warranty made by PACCAR and the Selling Dealer. Except for the above limited warranty, PACCAR and the Selling Dealer make no other warranties, express or implied. PACCAR AND THE SELLING DEALER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PACCAR AND THE SELLING DEALER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS' FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to accessories supplied by the vehicle OEM which are covered by the OEM vehicle warranty.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part which is considered a maintenance item. However, in its discretion, PACCAR will pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance items only if the need for replacing such items is due to a Warrantable Failure to the PACCAR PX-6 or PX-8 engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Dealer. You are responsible for delivery of the Engine to the Authorized Dealer. Locations in the United States and Canada of authorized PACCAR Engine dealers may be found on WWW.PACCARENGINES.COM.

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.

2NKHHN8X5CM323413,2NKHHN8X7CM323414

Chassis Number(s) (17-digit VIN)

73290220,73292180

Engine Serial Number

Customer initials

PACAR Medium Duty Engine Warranty Agreement (CAT 8011) revision 12/09

Page 2 of 3

PACCAR reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your Vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR will pay the reasonable cost of towing the Vehicle to the nearest Authorized Dealer, or other facility authorized by PACCAR. In lieu of the towing expense and at the sole discretion of PACCAR, PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption are covered for the duration of the coverage or 100,000 miles or 8,250 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, you must submit adequate documentation to show that consumption exceeds PACCAR published standards.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

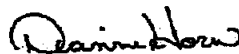
IT IS AGREED THAT YOU HAVE **12 MONTHS** FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PACCAR Inc

I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms and acknowledge receipt of a copy of the agreement (3 pages).

By:



National Warranty Manager

x



First Purchaser's Signature

Date: 12-12-11

Date of Sale:

Optional Extended Engine Protection Plan:

Customer Initials 

I, the above signed, have elected not to purchase an optional extended Engine Protection Plan at this time on the Engine(s) covered by this document.

Date of Delivery to First Purchaser: November 15, 2011

Dealer

Name/Code: Performance Truck / C359

Reference: PANOLA COUNTY

First Purchaser's Name (Company or Individual)

City/State: Performance Truck

Contact Name: JOHN DEPRESCA

By:

Authorized Dealer Representative/Title

Mailing Address: 1120 EAST SABINE

CARTHAGE, TX 75633 USA

The following pre-delivery items are to be performed by the dealer at the time of the vehicle delivery. Sign off each item as verification that it was performed

- ☐ Review Operation & Service Manual with customer.
- ☐ Explain and demonstrate vehicle accessory operation to customer.
- ☐ Explain maintenance program to customer.
- ☐ Re-Explain PACCAR Engine Warranty

Dealer Initials: _____

2NKHHN8X5CM323413, 2NKHHN8X7CM323414

73290220, 73292180

Chassis Number(s) (17-digit VIN)

Engine Serial Number

Customer Initials 

PACCAR ENGINE LIMITED WARRANTY SCHEDULE Medium Duty Engine UNITED STATES

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. This Engine Warranty Schedule does not apply to the Vehicle or Emission related equipment, which is warranted separately. Warranty coverage relating to the Emissions components is outlined in the Emission Warranty section of the applicable PACCAR Operator's Manual, the terms and conditions of which are incorporated herein by reference. Pursuant to the terms of the attached Limited Warranty Agreement, PACCAR Inc will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

PACCAR PX-6 Engine

Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months - no mileage limitation.

Fire Apparatus Truck Applications - 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

PACCAR PX-8 Engine

Basic Engine Coverage - (All applications except fire apparatus truck) - Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.

Fire Apparatus Truck Applications - 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)

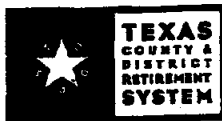
2NKH-HN8X6CM323413, 2NKH-HN8X7CM323414

Chassis Number(s) (17-digit VIN)

73290220, 73292180

Engine Serial Number

Customer Initials



AUTHORIZATION TO MAKE OPTIONAL CONTRIBUTION TO THE COUNTY'S ACCOUNT IN THE SUBDIVISION ACCUMULATION FUND (SAF)

(Revised 2011)

Employer # 282On this the 12 day of December, 2011, the Commissioners Court of PanolaCounty, Texas ("the County") was convened in regular session with the following members present:

<u>David L. Anderson</u>	County Judge
<u>Ronnie LaGrone</u>	Commissioner, Precinct 1
<u>John Gradberg</u>	Commissioner, Precinct 2
<u>Dale LaGrone</u>	Commissioner, Precinct 3
<u>Clara Jones</u>	County Clerk

The County a participating employer in the Texas County and District Retirement System (hereafter "System") under Subtitle F, Title 8, Government Code (hereafter "TCDRS Act"). The County has determined that it is in the public interest to increase the retirement security of the members by accelerating the funding of past, current, and future benefit accruals by making in accordance with Section 845.408 of the Texas Government Code an additional optional contribution to the County's account in the Subdivision Accumulation Fund in the System. It is now, therefore ORDERED, that:

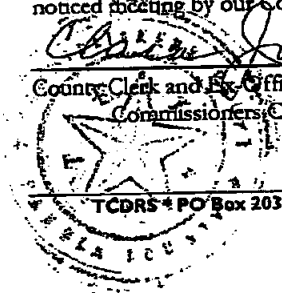
1. In addition to the monthly deposits contributions that the County is required to make to the System, the County will make, as a single payment, an additional optional contribution of \$ 505,181.00 to be credited to the County's Account in the Subdivision Accumulation Fund in the System.
2. The additional optional contribution shall be paid in such manner that the System will receive the funds at its offices before the last day of this calendar year.

Certification

I certify that the foregoing authorization concerning the County's optional contribution to the County's Subdivision Accumulation Fund accurately reflects the official action taken during a properly posted and noticed meeting by our Commissioner's Court and such is recorded in the official minutes.

Clara Jones
County Clerk and Ex Officio Clerk of the
Commissioners Court

12-12-11
Dated



TCDRS • PO Box 2034 Austin TX 78768 • 800-823-7782 or 512-328-8889 • Fax 512-328-8887 • www.tcdrs.org

Page 1 of 1

ORDER #2011-19

WHEREAS, the Governmental Accounting Standards Board ("GASB") now requires Panola County to classify the fund balance amounts reported within our financial statement in accordance with the Comprehensive Fund Balance Policy adopted by the Commissioners' Court on November 14, 2011; and

WHEREAS, funds reported as "committed" includes amounts that can be used only for the specific purposes determined by a formal action of the Panola County Commissioner's Court; and

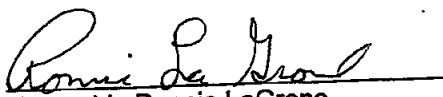
WHEREAS, "GASB Statement 54" requires that all such funds be committed before the end of the current fiscal year;

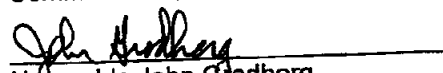
THEREFORE, IT IS HEREBY ORDERED by the Panola County Commissioners' Court, meeting in Regular Session this 12th day of December, 2011, as follows:

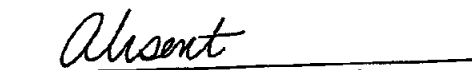
1. As of the date of this Order, the entire 1971 Road Bond Fund balance plus accumulated future interest is committed to road right-of-way purchases and utility adjustments; and
2. As of the date of this Order, the entire Permanent Improvement Fund balance plus accumulated future interest is committed to be used for airport construction and other major airport improvements; and
3. As of the date of this order the **TWO MILLION (\$2,000,000.00) AND NO/100 DOLLARS** appropriated in the 2012 Budget from the General Fund Surplus for library construction is committed to the Sammy Brown Library Relocation Construction Project. Also, as of the date of this Order, the entire balance of **THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-NINE AND 73/100 DOLLARS** left in the Sheriff Department Renovation Construction Fund plus accumulated future interest is hereby committed to the Sammy Brown Library Relocation Construction Project. After the beginning of the 2012 fiscal year, the **TWO MILLION (\$2,000,000.00) AND NO/100 DOLLARS** committed from General Fund Surplus and the **THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-NINE AND 73/100 DOLLARS** left in the Sheriff Department Renovation Construction Fund plus future accumulated interest shall be transferred to a Fund called the Sammy Brown Library Relocation Construction Fund.

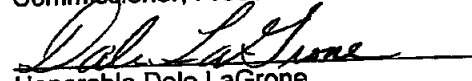
APPROVED and ADOPTED in Open Court this 12th day of December, 2011.


County Judge David L. Anderson


Honorable Ronnie LaGrone
Commissioner, Precinct One


Honorable John Gladberg
Commissioner, Precinct Two


Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:


County Clerk Clara Jones





EAST TEXAS OPEN DOOR
YOUTH SERVICES
RESIDENTIAL & OUTREACH

*Offering quality residential care
in a family atmosphere*

December 5, 2011

County Judge
David Anderson
Panola County Courthouse
110 S. Sycamore, Room 216A
Carthage, Texas 75633

Dear Judge Anderson:

Attached are two copies of the contract between Panola County and East Texas Open Door, Inc. for the year 2012. Please sign both contracts, return one copy and keep the other for your records.

Again, thank you for the continued support.

Sincerely,

A handwritten signature in cursive script, appearing to read "Exa DiGiovanni".

Exa DiGiovanni, LCSW, LCCA
Administrator

ED/bt

cc: file



AGREEMENT BETWEEN
EAST TEXAS OPEN DOOR, INC. AND PANOLA COUNTY
FOR
SERVICES RENDERED

I

The East Texas Open Door will provide emergency care services in our GRO (General Residential Operation) for youth ages 5 through 18 from Panola County.

II

The intake facilities of the East Texas Open Door's GRO will be available twenty-four hours a day, seven days a week.

III

The East Texas Open Door's GRO will be an acting agent for Panola County while children are being held in the GRO.

IV

While in the East Texas Open Door's GRO, the child will be provided food, personal hygiene items, linens, group and individual counseling, and any other items required for his/her health and well being.

- A. Routine patient medication will be provided by the East Texas Open Door's GRO for use, only as needed by the child, and will be administered by staff only.
- B. Prescribed medication provided by Panola County and/or its designees will be administered by the staff in accordance with directions.

V


Panola County is a participant and co-funder of the East Texas Open Door's GRO, located at 414 West Burleson, Marshall, Texas 75670. The amount of monies funded to the East Texas Open Door's GRO is \$ 5,000.00, to be disbursed to the East Texas Open Door's GRO in four quarterly increments of \$ 1250.00.

VI


The four quarterly allotments of \$1,250.00 to East Texas Open Door's GRO will be scheduled for disbursement in March 2012, June 2012, September 2012, and December 2012. This agreement for disbursement of funds shall cover the period of time from January 1, 2012 until December 31, 2012. This gives Panola County the right and access to said facility for the purpose of providing emergency care services for children from Panola County effective January 1, 2012 and ending December 31, 2012.

VII

The above agreement is to be considered separate and apart from any agreements or contracts between East Texas Open Door and/or the Panola-Shelby Juvenile Probation Department or the Texas Department of Protective and Regulatory Services.


County Judge
Panola County

12-12-11
Date


Administrator
East Texas Open Door, Inc.

12/5/11
Date

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____, 2012
CLARA JONES, COUNTY CLERK, P.C.T. Clara Jones