

**PANOLA COUNTY SHERIFF'S OFFICE**

Office: 903.693.0333  
Fax: 903.693.9366



314 W. Wellington  
Carthage, Texas 75633

**Sheriff Kevin Lake**

March 8, 2016

The Honorable LeeAnn Jones  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Jones,

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

Please record and approve a change in the rate of pay for Stephen Long, Detention Officer with the Panola County Sheriff's Office, from \$13.91 per hour to \$15.08 per hour effective March 5, 2016.

Sincerely,

A handwritten signature in black ink that appears to read "K Lake".

Kevin Lake  
Sheriff

KL/lw

CC: Sidney Burns  
Joni Reed

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, APRIL 11, 2016.**

MARK ENVELOPE

**“ASPHALT MATERIALS FOR ROAD MAINTENANCE”**

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.

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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:

**ASPHALT MATERIALS FOR ROAD MAINTENANCE**

TO PROVIDE for an annual contract commencing **April 11, 2016** and continuing until **December 31, 2016**.

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, APRIL 11, 2016**

MARK ENVELOPES:

**"ASPHALT MATERIALS FOR ROAD MAINTENANCE"**

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

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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 2016.

**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 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 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 and freight charges (FOB Panola County) are to be included in the bid price.

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

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

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

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Signature of Bidder

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

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

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

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

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

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

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

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

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

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

**SUCCESSFUL BIDDER SHALL** defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act

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Signature of Bidder

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

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

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

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

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

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

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

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

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Signature of Bidder

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 © descriptive information as to the item(s) delivered.

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

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

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

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code

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Signature of Bidder

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 QUESTIONS** concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Warehouse Coordinator Kim Goodwin at 903-693-3763.

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Signature of Bidder

**SPECIFICATIONS FOR ASPHALT MATERIALS FOR ROAD MAINTENANCE**

<b><u>OIL SAND</u></b>		
<b><u>PROPERTIES</u></b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
OIL	5%	6%
SAND	SANDY LOAM, RIVER SAND MUST BE PREDRIED	
ASPHALT CONTENT	5%	6%

<b><u>HOT OIL SAND</u></b>	
PASSING 1/2" SIEVE	100%
RETAINED ON #10 SIEVE	20-30%
PASSING #10, RETAINED ON #40	5-30%
PASSING #40, RETAINED ON #80	25-60%
PASSING #80, RETAINED ON #200	10-35%
PASSING #200	5-15%
% DENSITY 80-95	STABILITY - MIN. 20

**HOT MIX ASPHALT****HOT MIX ASPHALT TYPE D IN ACCORDANCE WITH TXDOT ITEM 340**

In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the bidders and the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (\$.50) per ton/per mile as a cost to the County for materials to be picked up at the plant.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest dollar 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 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 the delivery.

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 & FEDERAL ENVIROMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS:

**100 TONS OF OIL SAND  
100TONS OF HOT OIL SAND  
100 TONS OF HOT MIX ASPHALT**

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

**BID FORM AND CONTRACT**

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

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

I (we) hereby agree to furnish Asphalt Materials for Road Maintenance in accordance with the foregoing specifications for the following prices:

	FOB (Any successful bidder's plant location where product is made)	DELIVERED
OIL SAND .....	\$ _____/TON	\$ _____/TON
HOT OIL SAND .....	\$ _____/TON	\$ _____/TON
HOT MIX ASPHALT.....	\$ _____/TON	\$ _____/TON

Exceptions to Specifications:

OIL SAND \_\_\_\_\_

\_\_\_\_\_

HOT SAND SAND \_\_\_\_\_

\_\_\_\_\_

HOT MIX ASPHALT \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

ASPHALT MATERIALS FOR ROAD MAINTENANCE

BIDDER LIST

LONGVIEW ASPHALT  
ATTENTION: RODNEY PRICE  
P.O. BOX 3661  
LONGVIEW, TX 75606



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** TX1830000  
**Agency Name:** Panola County Sheriff's Office  
**Mailing Address:** 314 W Wellington St  
 Carthage TX 75633

**Type:** Sheriff's Office

**Finance Contact**

**Name:** Burns, Sidney  
**Phone:** 9036930320

**Email:** sidney.burns@co.panola.tx.us

**ESAC Preparer**

**Name:** Stacy, Jennifer  
**Phone:** 903-693-0320

**Email:** jennifer.stacy@co.panola.tx.us

**Last FY End Date:** 12/31/2015

**Agency Current FY Budget:** \$5,354,672.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

**Affidavit**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes    ☒ No

**Agency Head**

Name: Lake, Kevin  
 Title: Panola County Sheriff  
 Email: kevin.lake@co.panola.tx.us

**Governing Body Head**

Name: Jones, LeeAnn  
 Title: Panola County Judge  
 Email: leeann.jones@co.panola.tx.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



## Equitable Sharing Agreement and Certification


**NCIC/ORI/Tracking Number:** TX183015A

**Agency Name:** Panola County District Attorney's Office

**Type:** Prosecutor's Office

**Mailing Address:** Justice Center - Suite 301  
Carthage TX 75633

**Finance Contact**
**Name:** Burns, Sidney

**Phone:** 9036930320

**Email:** sidney.burns@co.panola.tx.us

**ESAC Preparer**
**Name:** Stacy, Jennifer

**Phone:** 903-693-0320

**Email:** jennifer.stacy@co.panola.tx.us

**Last FY End Date:** 12/31/2015

**Agency Current FY Budget:** \$731,596.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$56,647.08	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$235.05	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$56,882.13	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$56,882.13	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

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e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

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Did your agency purchase any controlled equipment? ☐ YES ☒ NO

**Affidavit**

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

**Agency Head**

Name: Davidson, Danny Buck  
Title: Criminal District Attorney  
Email: kevin.jones@co.panola.tx.us

**Governing Body Head**

Name: Jones, Lee Ann  
Title: Panola County Judge  
Email: leeann.jones@co.panola.tx.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**Equitable Sharing Agreement and Certification****NCIC/ORI/Tracking Number:** TX1830200**Agency Name:** Panola County Constable Precinct 1 & 4**Type:** Other**Mailing Address:** 314 W. Wellington  
Carthage TX 75633**Finance Contact****Name:** Burns, Sidney**Phone:** 9036930320**Email:** sidney.burns@co.panola.tx.us**ESAC Preparer****Name:** Stacy, Jennifer**Phone:** 9036930320**Email:** jennifer.stacy@co.panola.tx.us**Last FY End Date:** 12/31/2015**Agency Current FY Budget:** \$159,792.00**Annual Certification Report**

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☐ NO

**Controlled Equipment List Reporting**

Pursuant to Executive Order 13688, "Federal Support for Local Law Enforcement Equipment Acquisition", a list of Controlled Equipment was developed. Should an agency intend to purchase controlled equipment with federal funding, including equitable sharing funds, the agency is required to take additional steps prior to purchasing the controlled equipment. The Table below must be used to report controlled equipment purchased by law enforcement agencies who have taken the necessary steps prior to purchasing the controlled equipment. Please note the amount of the expenditure for items reported below should also be reported in category d, "Law Enforcement Equipment" in the "Summary of Shared Funds Spent" section of the ESAC. If the agency purchased multiple pieces of the same controlled equipment (e.g., two airplanes) each piece of controlled equipment must be reported separately in this Table.

**Controlled Equipment**

Controlled Equipment Type	Justice Funds	Treasury Funds

**Affidavit**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

**Agency Head**

Name: Murff, Bryan

Title: Constable Pct. 1 & 4

Email: bryan.murff@co.panola.tx.us

**Governing Body Head**

Name: Jones, LeeAnn

Title: County Judge

Email: leeann.jones@co.panola.tx.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



## Equitable Sharing Agreement and Certification


**NCIC/ORI/Tracking Number:** TX1830300

**Agency Name:** Constable Pct. 2 & 3

**Type:** Other

**Mailing Address:** 110 S. Sycamore Rm 102a  
Carthage TX 75633

**Finance Contact**
**Name:** Burns, Sidney

**Phone:** 9036930320

**Email:** sidney.burns@co.panola.tx.us

**ESAC Preparer**
**Name:** Stacy, Jennifer

**Phone:** 903-693-0320

**Email:** jennifer.stacy@co.panola.tx.us

**Last FY End Date:** 12/31/2015

**Agency Current FY Budget:** \$204,876.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$31.81	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.12	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$31.93	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$31.93	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USFIS, USDA, DCSIS, DSS and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

**Affidavit**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

**Agency Head**

Name: Norton, Mitch  
Title: Constable Pct. 2 & 3  
Email: mitch.norton@co.panola.tx.us

**Governing Body Head**

Name: Jones, Lee Ann  
Title: Panola County Judge  
Email: leeann.jones@co.panola.tx.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY  
FOR THE  
PANOLA COUNTY SHERIFF'S OFFICE**

**DECEMBER 31, 2015**

**ROBINSON & PAYNE, PLLC**

CERTIFIED PUBLIC ACCOUNTANTS  
325 WEST SABINE ST, STE 8  
CARTHAGE, TEXAS 75633

MEMBERS OF  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE  
(903) 693-8522

**ACCOUNTANT'S COMPILATION REPORT**

Honorable Members  
Of The Commissioners' Court  
Of Panola County, Texas

Management is responsible for the accompanying Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Sheriff's Office, for the fiscal year ended December 31, 2015, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency.

**Other Matter**

The Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Sheriff's Office included in the accompanying prescribed form is intended to comply with the requirements of the Office of the Attorney General – Criminal Prosecutions Division of the State of Texas, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Office of the Attorney General - Criminal Prosecutions Division of the State of Texas and is not intended and should not be used by anyone other than this specified party.

*Robinson & Payne*

Robinson & Payne, PLLC  
Certified Public Accountants

Carthage, Texas  
February 26, 2016

FY 2015  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Panola County Sheriff's Dept.  
Mailing Address 314 W. Wellington  
City Carthage  
State TX  
Zip 75633  
Phone Number (903) 693-0333  
Fiscal Beginning Month January  
Fiscal Ending Month December  
Fiscal Year 2015

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$0.00
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody	\$0.00
2) Amount seized and transferred to the District Attorney pending forfeiture	\$0.00
3) Total Seizures	\$0.00
C) Interest Earned on Seized Funds During Reporting Period:	\$0.00
D) Amount Returned to Defendants/Respondents:	\$0.00
E) Amount Transferred to Forfeiture Account:	\$0.00
F) Other Reconciliation Items:	\$0.00
Description:	
G) Ending Balance	\$0.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$90,097.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$3,247.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$402.00
D) Amount Awarded Pursuant to 59.022:	\$0.00
E) Amount Awarded Pursuant to 59.023:	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$6,867.00
G) Amount Returned to Crime Victims:	\$0.00
H) Other Reconciliation Items:	\$0.00

Description:

I) Total expenditures of Forfeited Funds During Reporting Period:					\$8,527.00
J) Ending Balance:					\$92,086.00
III. OTHER PROPERTY					
A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)					
1) Seized:					2
2) Forfeited to Agency:					0
3) Returned to Defendants/Respondents:					2
4) Put into use by Agency:					0
B) REAL PROPERTY (Count each parcel seized as one item)					
1) Seized:					0
2) Forfeited to Agency:					0
3) Returned to Defendants/Respondents:					0
4) Put into use by Agency:					0
C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)					
1) Seized:					0
2) Forfeited to Agency:					0
3) Returned to Defendants/Respondents:					0
4) Put into use by Agency:					0
D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)					
1) Seized:					9
2) Forfeited to Agency:					9
3) Returned to Defendants/Respondents:					0
4) Put into use by Agency:					0
E) Other Property					
Description	Seized	Forfeited to Agency	Returned to Defendants/Respondents	Put into use by Agency	
Tactical Lights	2	2	0	0	
IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY					
A) Motor Vehicles:					0
B) Real Property:					0
C) Computers:					0
D) Firearms:					0
E) Other:					0
V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY					
A) Motor Vehicles:					0

B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

## VI. EXPENDITURES

## A) SALARIES

1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements):	\$2,626.00
2) Salary Budgeted Solely From Forfeited Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	1
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$2,626.00

## B) OVERTIME

1) For Employees Budgeted by Governing Body:	\$0.00
2) For Employees Budgeted Solely out of Forfeiture Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

## C) EQUIPMENT

1) Vehicles:	\$0.00
2) Computers:	\$0.00
3) Firearms, Protective Body Armor, Personal Equipment:	\$4,901.00
4) Furniture:	\$0.00
5) Software:	\$0.00
6) Maintenance Costs:	\$0.00
7) Uniforms:	\$0.00
8) K9 Related Costs:	\$0.00
9) Other:	\$0.00

Description:

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$4,901.00
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## D) SUPPLIES

1) Office Supplies:	\$0.00
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2) Mobile Phone and Data Account Fees: \$0.00

3) Internet: \$0.00

4) Other: \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: \$0.00

#### E) Travel

##### 1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

##### 2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

##### 3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds: \$0.00

#### F) TRAINING

1) Fees (Conferences, Seminars): \$0.00

2) Materials (Books, CDs, Videos, etc.): \$0.00

3) Other: \$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### G) INVESTIGATIVE COSTS

1) Informant Costs: \$0.00  
 2) Buy Money: \$1,000.00  
 3) Lab Expenses: \$0.00  
 4) Other: \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$1,000.00

#### H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j) ): \$0.00  
 2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o) ): \$0.00  
 3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00  
 4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2)): \$0.00

#### I) FACILITY COSTS

1) Building Purchase: \$0.00  
 2) Lease Payments: \$0.00  
 3) Remodeling: \$0.00  
 4) Maintenance Costs: \$0.00  
 5) Utilities: \$0.00  
 6) Other: \$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### J) MISCELLANEOUS FEES

1) Court Costs: \$0.00  
 2) Filing Fees: \$0.00  
 3) Insurance: \$0.00  
 4) Witness Fees (including travel and security): \$0.00  
 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00  
 6) Other: \$0.00

Description:

## 7) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:

## K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH &amp; HUMAN SERVICES COMMISSION

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$0.00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$0.00
3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$0.00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$0.00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$0.00

## L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$0.00
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## M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES

TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES:	\$0.00
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Description:

## N) TOTAL EXPENDITURES

TOTAL EXPENDITURES:	\$8,527.00
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AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER  
CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency(if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

AUDITOR/ TREASURER/ ACCOUNTING PROFESSIONAL/ PREPARER SIGNATURE:	Rachael Payne
--	---------------

TITLE:	Certified Public Accountant
--------	-----------------------------

## HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to

Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

HEAD OF AGENCY  
SIGNATURE: Kevin Lake

TITLE: Sheriff

DATE: 2/26/2016

Comments

**CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY  
FOR THE  
PANOLA COUNTY CONSTABLE  
PRECINCTS 1 AND 4  
DECEMBER 31, 2015**

**ROBINSON & PAYNE, PLLC**

CERTIFIED PUBLIC ACCOUNTANTS  
325 WEST SABINE ST, STE 8  
CARTHAGE, TEXAS 75633

MEMBERS OF  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE  
(903) 693-8522

**ACCOUNTANT'S COMPILATION REPORT**

Honorable Members  
Of The Commissioners' Court  
Of Panola County, Texas

Management is responsible for the accompanying Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Constable, Precincts 1 and 4, for the fiscal year ended December 31, 2015, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency.

**Other Matter**

The Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Constable, Precincts 1 and 4, included in the accompanying prescribed form is intended to comply with the requirements of the Office of the Attorney General – Criminal Prosecutions Division of the State of Texas, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Office of the Attorney General - Criminal Prosecutions Division of the State of Texas and is not intended and should not be used by anyone other than this specified party.

*Robinson & Payne*

Robinson & Payne, PLLC  
Certified Public Accountants

Carthage, Texas  
February 26, 2016

FY 2015  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Panola County Constable Precinct 1 and 4  
Mailing Address 110 S. Sycamore Room 102-A  
City Carthage  
State TX  
Zip 75633  
Phone Number (903) 693-0385  
Fiscal Beginning Month January  
Fiscal Ending Month December  
Fiscal Year 2015

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$0.00
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody	\$0.00
2) Amount seized and transferred to the District Attorney pending forfeiture	\$0.00
3) Total Seizures	\$0.00
C) Interest Earned on Seized Funds During Reporting Period:	\$0.00
D) Amount Returned to Defendants/Respondents:	\$0.00
E) Amount Transferred to Forfeiture Account:	\$0.00
F) Other Reconciliation Items:	\$0.00
Description:	
G) Ending Balance	\$0.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$187.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$0.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$1.00
D) Amount Awarded Pursuant to 59.022:	\$0.00
E) Amount Awarded Pursuant to 59.023:	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$0.00
G) Amount Returned to Crime Victims:	\$0.00
H) Other Reconciliation Items:	\$0.00

Description:

I) Total expenditures of Forfeited Funds During Reporting Period:	\$0.00
J) Ending Balance:	\$188.00

## III. OTHER PROPERTY

## A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## B) REAL PROPERTY (Count each parcel seized as one item)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## E) Other Property

Description	Seized	Forfeited to Agency	Returned to Defendants/Respondents	Put into use by Agency
	0	0	0	0

## IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

## V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:	0
--------------------	---

B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

## VI. EXPENDITURES

## A) SALARIES

1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements):	\$0.00
2) Salary Budgeted Solely From Forfeited Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

## B) OVERTIME

1) For Employees Budgeted by Governing Body:	\$0.00
2) For Employees Budgeted Solely out of Forfeiture Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

## C) EQUIPMENT

1) Vehicles:	\$0.00
2) Computers:	\$0.00
3) Firearms, Protective Body Armor, Personal Equipment:	\$0.00
4) Furniture:	\$0.00
5) Software:	\$0.00
6) Maintenance Costs:	\$0.00
7) Uniforms:	\$0.00
8) K9 Related Costs:	\$0.00
9) Other:	\$0.00

Description:

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$0.00
--	--------

## D) SUPPLIES

1) Office Supplies:	\$0.00
---------------------	--------

2) Mobile Phone and Data  
Account Fees: \$0.00

3) Internet: \$0.00

4) Other: \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: \$0.00

#### E) Travel

##### 1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

##### 2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

##### 3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds: \$0.00

#### F) TRAINING

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other: \$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### G) INVESTIGATIVE COSTS

1) Informant Costs:	\$0.00
2) Buy Money:	\$0.00
3) Lab Expenses:	\$0.00
4) Other:	\$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$0.00
--	--------

#### H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j))):	\$0.00
2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$0.00
3) Total Donations (pursuant to Articles 59.06 (d-2)):	\$0.00
4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2)):	\$0.00

#### I) FACILITY COSTS

1) Building Purchase:	\$0.00
2) Lease Payments:	\$0.00
3) Remodeling:	\$0.00
4) Maintenance Costs:	\$0.00
5) Utilities:	\$0.00
6) Other:	\$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$0.00
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#### J) MISCELLANEOUS FEES

1) Court Costs:	\$0.00
2) Filing Fees:	\$0.00
3) Insurance:	\$0.00
4) Witness Fees (including travel and security):	\$0.00
5) Audit Costs and Fees (including audit preparation and professional fees):	\$0.00
6) Other:	\$0.00

Description:

## 7) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:

## K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH &amp; HUMAN SERVICES COMMISSION

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$0.00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$0.00
3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$0.00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$0.00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$0.00

## L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$0.00
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## M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES

TOTAL OTHER  
EXPENSES PAID OUT  
OF CHAPTER 59 FUNDS  
WHICH ARE NOT \$0.00  
ACCOUNTED FOR IN  
PREVIOUS  
CATEGORIES:

Description:

## N) TOTAL EXPENDITURES

TOTAL EXPENDITURES:	\$0.00
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## AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency(if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

AUDITOR/ TREASURER/  
ACCOUNTING  
PROFESSIONAL/ Rachael Payne  
PREPARER  
SIGNATURE:

TITLE: Certified Public Accountant

## HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to

Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

HEAD OF AGENCY

SIGNATURE:

Bryan Murff

TITLE:

Constable

DATE:

2/26/2016

Comments

**CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY  
FOR THE  
PANOLA COUNTY CONSTABLE  
PRECINCTS 2 AND 3  
DECEMBER 31, 2015**

## ACCOUNTANT'S COMPILATION REPORT

Honorable Members  
Of The Commissioners' Court  
Of Panola County, Texas

Management is responsible for the accompanying Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Constable, Precincts 2 and 3, for the fiscal year ended December 31, 2015, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on the Chapter 59 Asset Forfeiture Report by Law Enforcement Agency.

### Other Matter

The Chapter 59 Asset Forfeiture Report by Law Enforcement Agency for the Panola County Constable, Precincts 2 and 3, included in the accompanying prescribed form is intended to comply with the requirements of the Office of the Attorney General – Criminal Prosecutions Division of the State of Texas, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Office of the Attorney General - Criminal Prosecutions Division of the State of Texas and is not intended and should not be used by anyone other than this specified party.

*Robinson & Payne*  
Robinson & Payne, PLLC  
Certified Public Accountants

Carthage, Texas  
February 26, 2016

FY 2015  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Panola County Constable Precinct 2 and 3  
Mailing Address 110 S. Sycamore, #102A  
City Carthage  
State TX  
Zip 75633  
Phone Number (903) 693-0342  
Fiscal Beginning Month January  
Fiscal Ending Month December  
Fiscal Year 2015

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$0.00
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody	\$0.00
2) Amount seized and transferred to the District Attorney pending forfeiture	\$0.00
3) Total Seizures	\$0.00
C) Interest Earned on Seized Funds During Reporting Period:	\$0.00
D) Amount Returned to Defendants/Respondents:	\$0.00
E) Amount Transferred to Forfeiture Account:	\$0.00
F) Other Reconciliation Items:	\$0.00
Description:	
G) Ending Balance	\$0.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$1,002.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$0.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$4.00
D) Amount Awarded Pursuant to 59.022:	\$0.00
E) Amount Awarded Pursuant to 59.023:	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$0.00
G) Amount Returned to Crime Victims:	\$0.00
H) Other Reconciliation Items:	\$0.00

Description:

I) Total expenditures of Forfeited Funds During Reporting Period:	\$0.00
J) Ending Balance:	\$1,006.00

## III. OTHER PROPERTY

## A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## B) REAL PROPERTY (Count each parcel seized as one item)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

1) Seized:	0
2) Forfeited to Agency:	0
3) Returned to Defendants/Respondents:	0
4) Put into use by Agency:	0

## E) Other Property

Description	Seized	Forfeited to Agency	Returned to Defendants/Respondents	Put into use by Agency
	0	0	0	0

## IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

## V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:	0
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B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

## VI. EXPENDITURES

## A) SALARIES

1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements):	\$0.00
2) Salary Budgeted Solely From Forfeited Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

## B) OVERTIME

1) For Employees Budgeted by Governing Body:	\$0.00
2) For Employees Budgeted Solely out of Forfeiture Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

## C) EQUIPMENT

1) Vehicles:	\$0.00
2) Computers:	\$0.00
3) Firearms, Protective Body Armor, Personal Equipment:	\$0.00
4) Furniture:	\$0.00
5) Software:	\$0.00
6) Maintenance Costs:	\$0.00
7) Uniforms:	\$0.00
8) K9 Related Costs:	\$0.00
9) Other:	\$0.00

Description:

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$0.00
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## D) SUPPLIES

1) Office Supplies:	\$0.00
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2) Mobile Phone and Data Account Fees: \$0.00

3) Internet: \$0.00

4) Other: \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: \$0.00

#### E) Travel

##### 1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

##### 2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

##### 3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds: \$0.00

#### F) TRAINING

1) Fees (Conferences, Seminars): \$0.00

2) Materials (Books, CDs, Videos, etc.): \$0.00

3) Other: \$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### G) INVESTIGATIVE COSTS

1) Informant Costs: \$0.00  
 2) Buy Money: \$0.00  
 3) Lab Expenses: \$0.00  
 4) Other: \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j) ): \$0.00  
 2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o) ): \$0.00  
 3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00  
 4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2)): \$0.00

#### I) FACILITY COSTS

1) Building Purchase: \$0.00  
 2) Lease Payments: \$0.00  
 3) Remodeling: \$0.00  
 4) Maintenance Costs: \$0.00  
 5) Utilities: \$0.00  
 6) Other: \$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

#### J) MISCELLANEOUS FEES

1) Court Costs: \$0.00  
 2) Filing Fees: \$0.00  
 3) Insurance: \$0.00  
 4) Witness Fees (including travel and security): \$0.00  
 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00  
 6) Other: \$0.00

Description:

## 7) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:

## K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH &amp; HUMAN SERVICES COMMISSION

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$0.00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$0.00
3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$0.00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$0.00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$0.00

## L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$0.00
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## M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES

TOTAL OTHER  
EXPENSES PAID OUT  
OF CHAPTER 59 FUNDS  
WHICH ARE NOT \$0.00  
ACCOUNTED FOR IN  
PREVIOUS  
CATEGORIES:

Description:

## N) TOTAL EXPENDITURES

TOTAL EXPENDITURES:	\$0.00
---------------------	--------

AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER  
CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency(if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

AUDITOR/ TREASURER/  
ACCOUNTING  
PROFESSIONAL/ Rachael Payne  
PREPARER  
SIGNATURE:

TITLE: Certified Public Accountant

## HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to

Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

HEAD OF AGENCY  
SIGNATURE: Mitch Norton

TITLE: Constable

DATE: 2/26/2016

## Comments

**Discontinuance of Hardware****Panola County, TX****C# 44175****Inv# 143175****Acknowledgement Document-**

Client requests **NOT** to participate in Annual Hardware Maintenance on the following equipment:


- Qty 3 - Epson Thermal Receipt Printer
- Qty 3 – Media Plus Automated Cash Drawer
- 


If you decide you want to re-instate maintenance that has been cancelled, then you pay the maintenance fees that would have been charged had you not cancelled.

Client understands that Credit on dropped hardware will be credited according to date completed discontinuance of maintenance is received and/or effective date of cancellation. Amount will be pro-rated to latter date.

The undersigned agrees to the request and terms above.

  
Authorized Signature

  
Printed Name & Title

  
Date

Please return this form via email to: [AR@tylertech.com](mailto:AR@tylertech.com) or by Fax: 806-797-4849

SIDNEY BURNS  
AUDITOR



OFFICE OF  
**PANOLA COUNTY AUDITOR**  
COURTHOUSE ANNEX • ROOM 213A  
CARTHAGE, TEXAS 75633  
903-693-0320

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JENNIFER STACY  
1ST ASSISTANT AUDITOR  
BROOKE LIPSEY  
2ND ASSISTANT AUDITOR

March 7, 2016

Panola County Commissioners' Court

Panola County began Commissary Operations in 2011.

In compliance with Vernon's Texas Codes Annotated Section 511.016, Government Code and Section 351.0415 of the Local Government Code, Panola County Auditor's Office performed audit procedures on the Panola County Detention Center's Commissary Accounts. We examined monies collected, orders made by inmates, disbursements, bank reconciliations and all supporting documentation.

We found nothing that would lead us to conclude that the balances and allocations of Panola County Detention Center's Commissary operations for this period were not, in all material respects, appropriately collected, expended and documented.

Sincerely,

Sidney Burns  
County Auditor

# Texas Veterans Commission

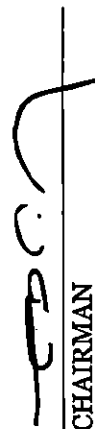
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## Certification of Completion of Training

**James G. Young**  
Panola County


has completed the required training provided by the  
Texas Veterans Commission during Calendar Year 2015, to  
maintain certification status as the Veterans County  
Service Officer for Panola County under the provisions  
of Section 434.038(a), Texas Government Code.

  
CHAIRMAN  
Texas Veterans Commission

"We will always remember. We will always be proud.  
We will always be prepared, so we may always be free."

President Ronald Reagan  
Omaha Beach, Normandy, June 6, 1984

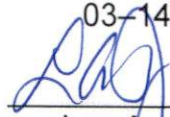


  
THOMAS P. PALLADINO  
Colonel, US Army (Retired)  
Executive Director

Austin, Texas  
January 1, 2016

APPROVED

03-14-2016



Lee Ann Jones,  
County Judge

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

NAME: Denise Gray  
POSITION: Patrol  
DEPARTMENT: Panola County SD  
DATE: 2-18-16

CONFERENCE: De-Stress and Get More Me Time  
LOCATION: Smith County Emergency Operations Center  
DATES: March 9, 2016 to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: None

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

If not, how much of your requirements will be met by this conference? 8 hours

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

\_\_\_\_\_

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

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

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

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

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

Carrie Biddle

POSITION:

Communication

DEPARTMENT:

Panola County SD

DATE:

2-18-16

CONFERENCE:

De-Stress and Get More Me Time

LOCATION:

Smith County Emergency Operations Center

DATES:

March 9, 2016 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

None

Does the conference meet your educational requirements for the year?

No

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

8 hours

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

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

None - Off day

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

yes - free

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

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

NAME: Melissa Poindexter  
POSITION: Communication Sgt.  
DEPARTMENT: Panola County SO  
DATE: 2-18-16

CONFERENCE: De-Stress and Get More Me Time  
LOCATION: Smith County Emergency Operations Center  
DATES: March 9, 2016 to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: None

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

If not, how much of your requirements will be met by this conference? 8 hours

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

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

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

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

Lee Ann Jones,  
County JudgePANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

Sue Smith

POSITION:

Communication

DEPARTMENT:

Panola County SD

DATE:

2-18-16

CONFERENCE:

De-Stress and Get More Me Time

LOCATION:

Smith County Emergency Operations Center

DATES:

March 9, 2016 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

None

Does the conference meet your educational requirements for the year?

No

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

8 hours

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

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

None - Off day

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

yes - free

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

Lee Ann Jones,  
County Judge**PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE**NAME: Chris DickersonPOSITION: Detention DeputyDEPARTMENT: Panola Co. Detention CenterDATE: February 26, 2016CONFERENCE: Use of Force in Jail SettingLOCATION: OnlineDATES: February 9, 2016 toNUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

Does the conference meet your educational requirements for the year? \_\_\_\_\_

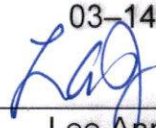
If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference?  
\_\_\_\_\_How many days have you been away from your job this year for conferences, not  
counting this conference? \_\_\_\_\_Do you have sufficient funds in your budget for this conference? yesWrite a short statement explaining the public purpose that will be met by your  
attendance at this conference: (continue on the back if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

03-14-2016

  
Lee Ann Jones,  
County Judge

NAME: James G. Young

POSITION: Emergency Management Coordinator

DEPARTMENT: Emergency Management

DATE: March 10, 2016

CONFERENCE: East Texas Council of Governments Board Meeting

LOCATION: Emory City Centre, Emory, Texas

DATES: March 17, 2016 ~~to~~ XX 11:45 a.m - 2:00 p.m.

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

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

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

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

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

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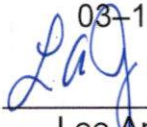
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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

03-14-2016

  
Lee Ann Jones,  
County JudgeNAME: DEBRA JOHNSONPOSITION: DISTRICT CLERKDEPARTMENT: DISTRICT CLERKDATE: 2/29/2016CONFERENCE: CLERK'S REGION VI MEETINGLOCATION: SULPHUR SPRINGS TXDATES: 3/23/2016 to 3/23/2016NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1Does the conference meet your educational requirements for the year? NOIf not, how much of your requirements will be met by this conference? UNKNOWN AT THIS TIMEHow much of your requirements have been met already, not counting this conference? 13.5 HOURSHow many days have you been away from your job this year for conferences, not counting this conference? FOUR (4)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.)

GAIN KNOWLEDGE FROM TOPICS PRESENTED; EARN CE HOURS

# **Spring Roundup Region VI Meeting**



**Come and join us!!!!**  
**Spring Region VI Meeting**

**When: March 23, 2016**

**Place: Hopkins County Regional Civic Center  
1200 Houston Street  
Sulphur Springs, Texas 75482  
903-885-8071**

**Time: Arrival @ 8:30 am  
Meeting will start at 9:00 am**

**Cost: \$30.00 (you can pay at the door)**

**Lunch: BBQ Luncheon**

**Don't Forget Your Door Prize!**