



BOBBIE DAVIS
COUNTY CLERK
PANOLA COUNTY

October 31, 2016

Honorable LeeAnn Jones
Panola County Commissioners
110 South Sycamore
Carthage, Texas 75633

Dear Judge Jones and Commissioners,

Please record the deputation of Gina Goldman as a Deputy Clerk in the County Clerk's Office, and the increase in pay to the budgeted amount, effective October 31, 2016

Thank you for your consideration

Sincerely,

A handwritten signature in cursive script that reads "Bobbie Davis".

Bobbie Davis
Panola County Clerk

cc Joni Reed, Panola County Treasurer
Sidney Burns, Panola County Auditor

Donation

Date 10-27-16

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

\$ N/A and/or

material of the following type and amount 1,720 Yards of dirt

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number Pct #2, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

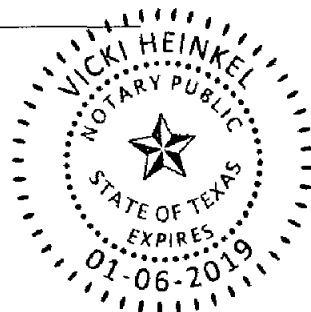
John Gudberg Commissioner, Precinct # 2

Sworn and subscribed to this 27th day of October, 2016

Vicki Heinkel, Notary Public, State of Texas, My commission expires 01-06-2019

(Panola County Commissioner' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 14th day of Nov, 2016.
County Judge Bill Ann Jones



NOTICE OF PROPOSED INSTALLATION
PIPE AND / OR UTILITY LINES

VOL. 101 PAGE 015

DATE 10-20-16

TO : THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that

Eastex Telephone Co-op proposes to place a
(COMPANY NAME)

INNER-DUCT & FIBER by BORING line within the Right-of-way
(PIPE SIZE)

of County Road : CR 328 & CR 322 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 Not crossing under any CR roads'

Boring and Install Duct and Fiber Starting at Existing Handhole on south side of CR 328 at GPS 32.295699 -94.043069 and going east to corner of CR 328 & CR 322 at GPS 32 295677 -94.042947 and continue from there going south on west side of CR 322 for approx. 23,000' or 4.33 miles to existing Telephone Carrier box at GPS 32.24802 -94.06303.

The location and description of the proposed line and appurtenances is more full shown by the copies of 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

1st day of Nov., 2016

FIRM EASTEX TELEPHONE CO-OP

BY: *Randy Mesurack*

TITLE : STAKING REPRESENTATIVE

ADDRESS P O. BOX 1691

WASKOM, TEXAS 75692

PHONE : (903) 687-3600

APPROVAL

November 14, 2016

TO Mr Larry Gosurck
Eastex Telephone Co-op
P.O Box 1691
Waskom, Texas 75692

RE. **CR #328 & 322**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **inner-duct & fiber by boring line** within the right-of-way of County Road #328 & 322 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

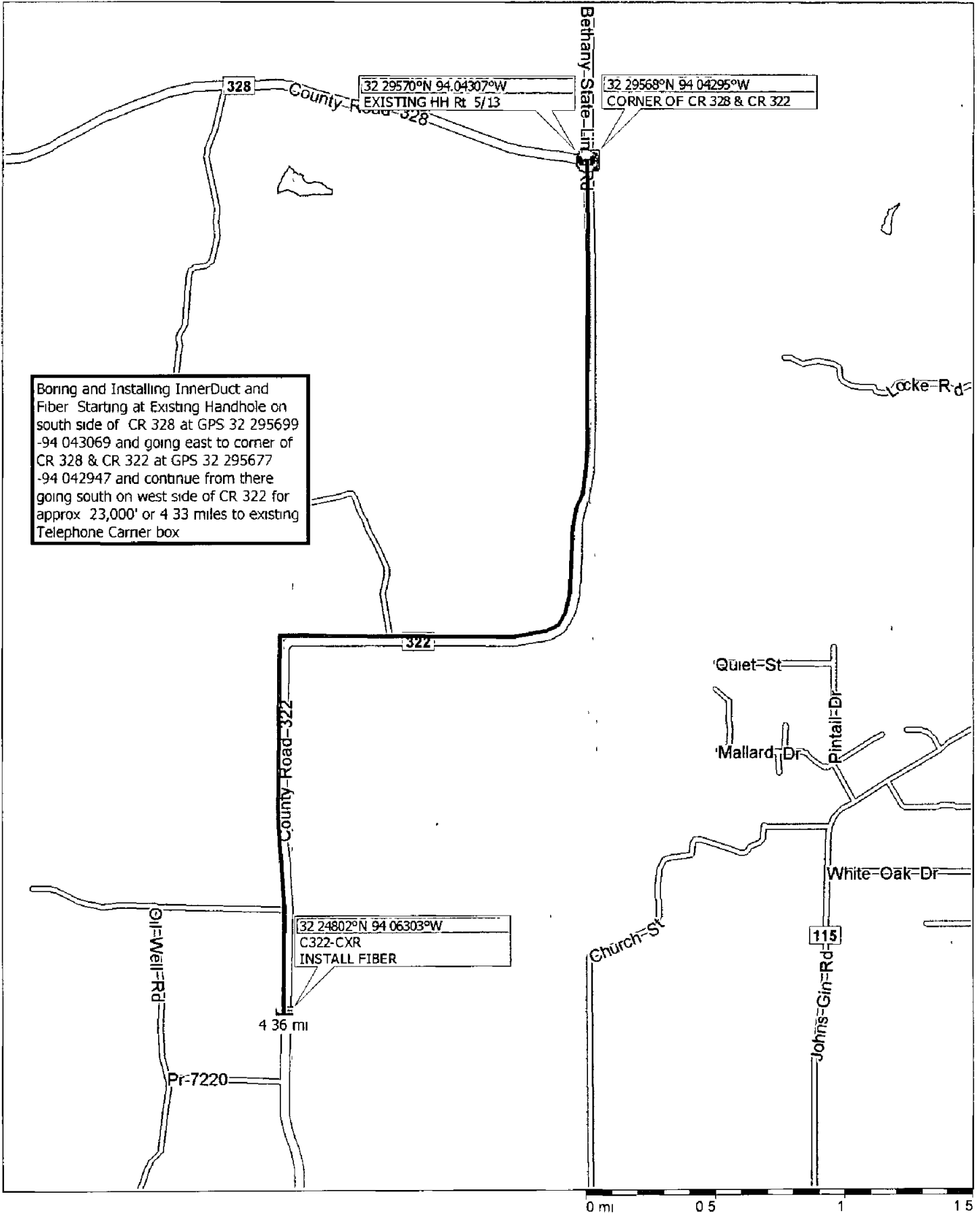
- 5 Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court
- 6 Operations along roadbeds shall be performed in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

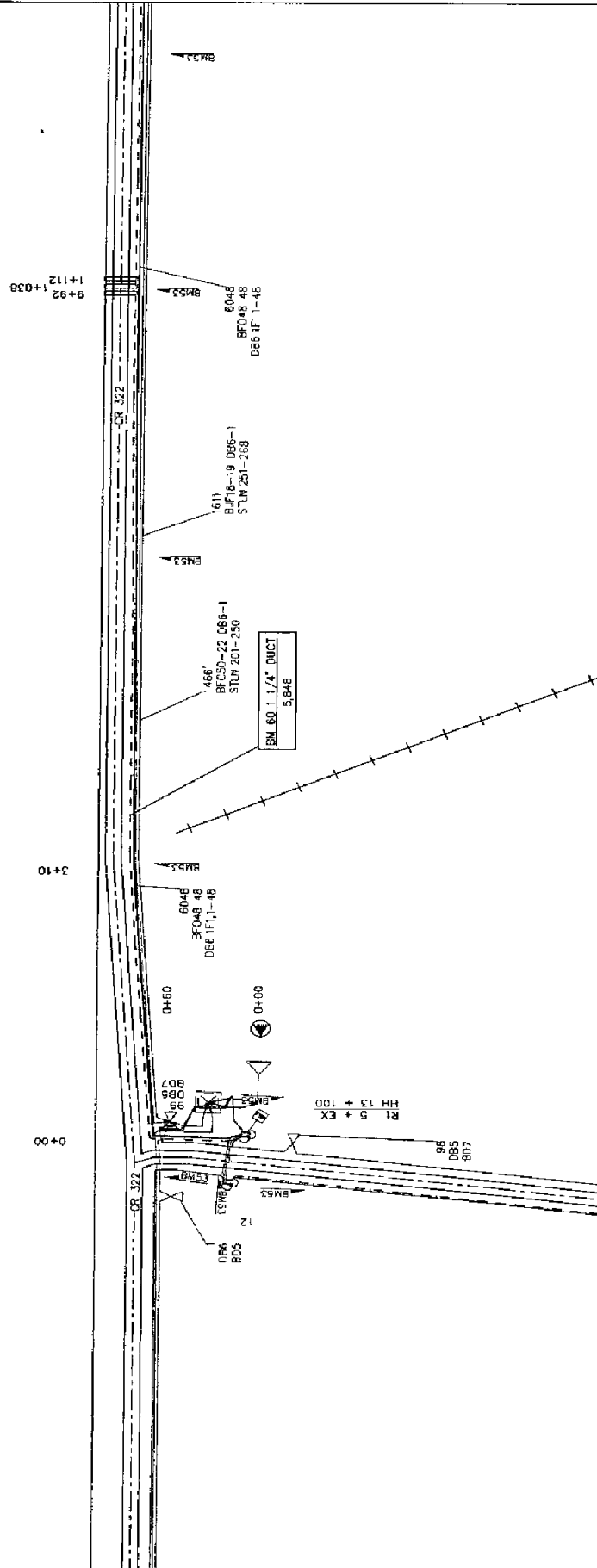
Precinct #1 Ronnie LaGrone
Precinct #2 John Gradberg
Precinct #3 Frank R. Langley, Jr
Precinct #4 Dale LaGrone

D-16-10-5143 (48 Fiber to C322 cxr)

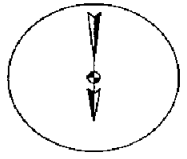


DBRY RI 6-1
NO# 16-10-5143

ENTERPRISE PRODUCTS
800-530-1050



EXCHANGE DBRY
COUNTY PANOLA
ROUTE
6-1
BY LARRY G
JOB NO 16-10-5143
MAP REF 143B
AS BUILT DATE



	PED ID	HH ID	POLE ID	STLN CR	BFC	BFO	SM	LRG	BM-60	BD	BD	BD	BD	BD	FIBER POST W/GRD	SUB NO	SEBP	PI/N	ROD	#6 BARE	#5 INSUL																			
STLN-CR				EX																																				
TOTAL	0	0	0	EX	0	0	0	0	0	0	EX	EX	5	7							4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

SHEET 1 OF 16

DBRY RI 6-1
WO# 16-10-5143

2+400

2+020

1+617

CR 322

CR 322

6048
BFO-48 48
DB6 IFI-48

776
BFC50-22 DB6-1
STLN 201-250

1115'
B,F 18-19 DB6-1
STLN 251-268

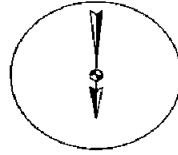
BM 60 1.1/4" DUCT
5.848'

DB6-1
BD3

DB6-1
BD3



EXCHANGE DBRY
COUNTY PANOLA
ROUTE 6-1
BY LARRY G
JOB NO 16-10-5143
MAP REF 143B
AS BUILT DATE



SHEET 2 OF 16

PED ID	HH ID	POLE ID	BFC	BFO	SM HH	LRG HH	BM 50	BD	BD	BD	BD	FIBER POST WGRD	FIBER POST	SUB NO	SEBP	PI/NI	GRD ROD	#6 BARE	#6 INSUL	
6-1/1				48			1.25'	3	EX			1	1							
6-1/2									EX			1	1							
TOTAL	0	0	0	0	0	0	0	0	EX	0	0	0	4	0	0	0	0	0	0	0

DBRY RT 6-1
WC# 16-10-5143

BM 60.1 1/4" DUCT
2.088'

2288
BFO48 48
DB6 1F1,1-48
HI 4
HI 5
+100
+100

2820
BFO48 48
DB6 1F1,1-48

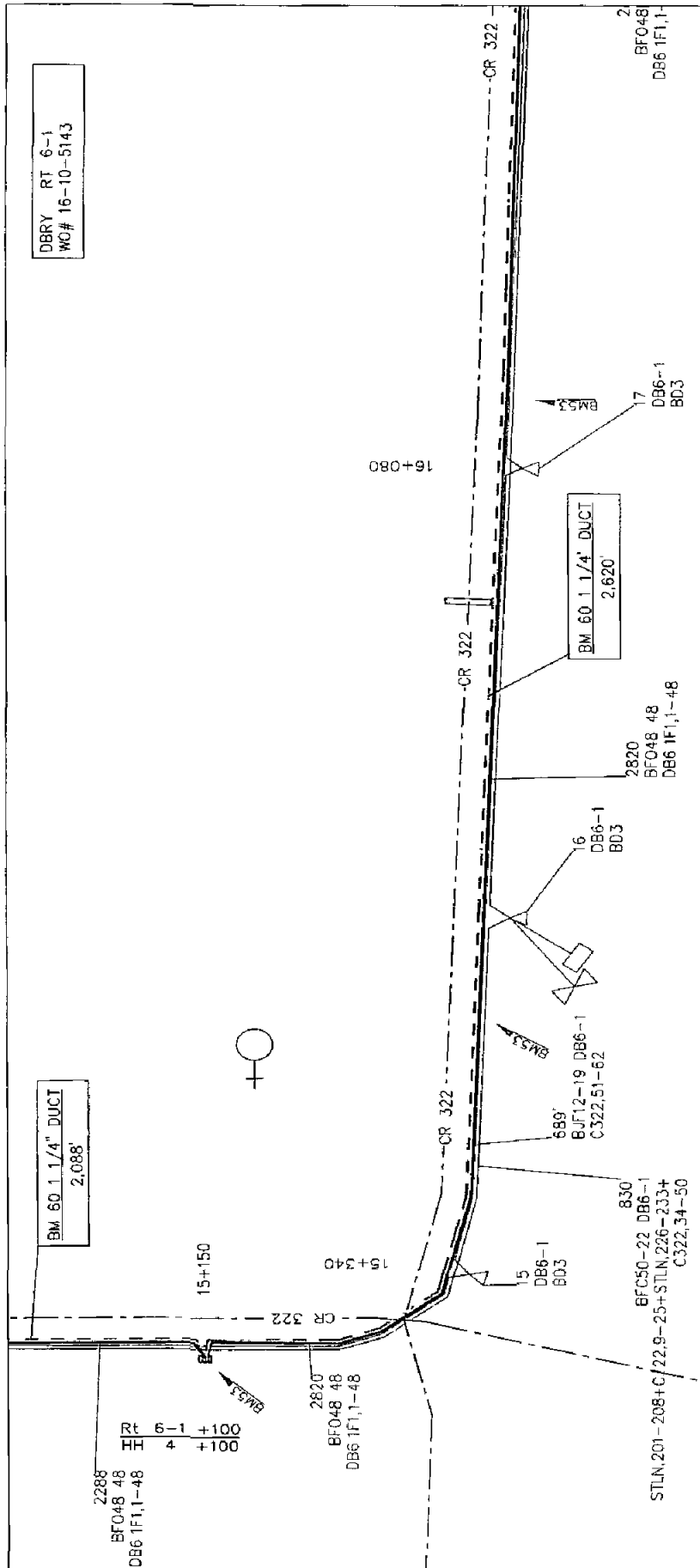
830
BFC50-22 DB6-1
STLN, 201-208+C/22,8-25+STLN, 226-233+C/322,34-50

689'
BJF12-19 DB6-1
C322,51-62

2820
BFO48 48
DB6 1F1,1-48

16
DB6-1
B03

17
DB6-1
B03



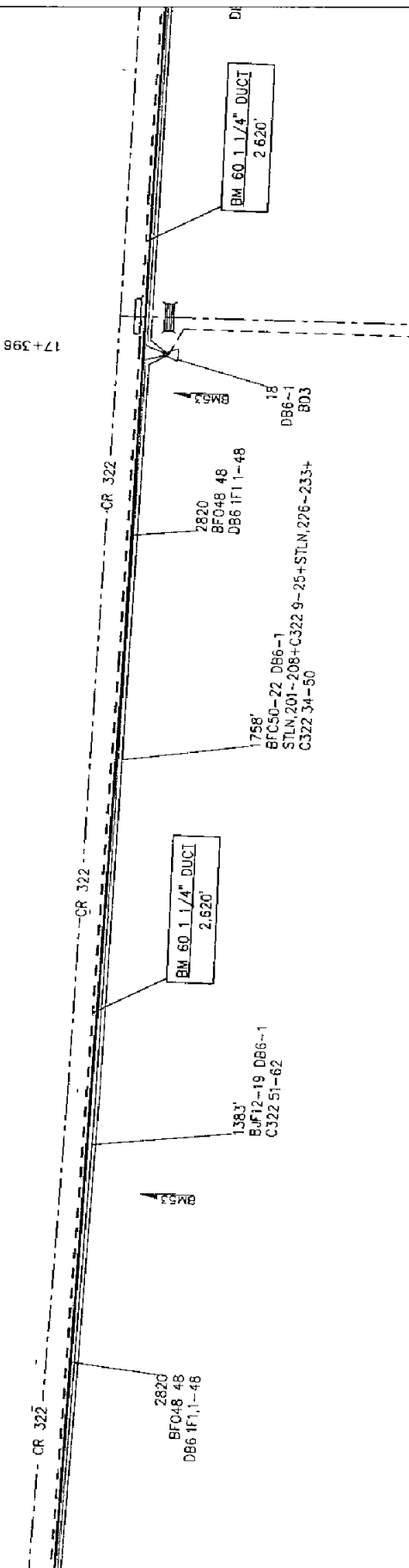
Eastex Telephone Cooperative, Inc


EXCHANGE DBRY
COUNTY PANOLA
ROUTE 6-1
BY LARRY G
JOB NO 16-10-5143
MAP REF 143D
AS BUILT DATE

SHEET 11 OF 18

PED ID	HH ID	POLE ID	BFC	BFO	SM	LRG	BM-60	BD	BD	BD	FIBER POST WGRD	SUB NO	SEEP	PI/NI	GRD ROD	#6 BARE	#6 INSUL
	HH 4			2 288		1	2 088				1				1	5	150
15								EX									
16								EX									
17								EX									
TOTAL	0	0	0	0	0	1	2 088	0	EX	0	3	0	0	0	1	5	150


DBRY RT 6-1
WO# 16-10-5143





Eastex Telephone Cooperative, Inc.

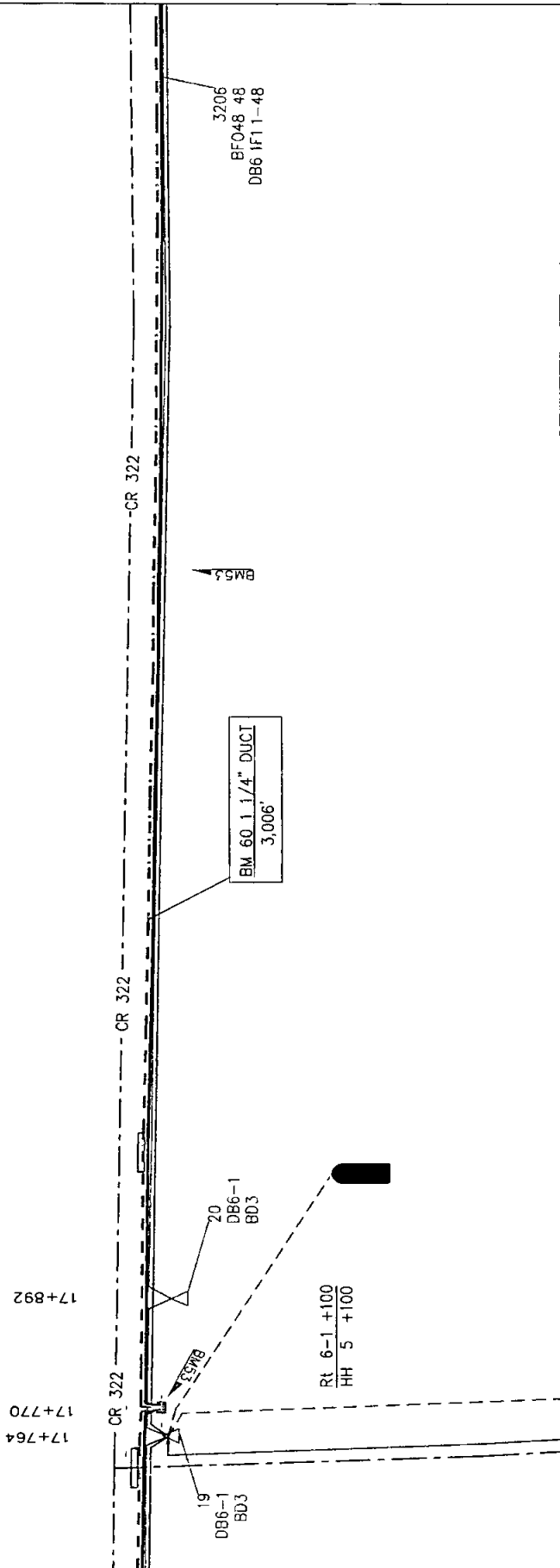
EXCHANGE	DBRY
COUNTY	PANOLA
ROUTE	6-1
BY	LARRY G
JOB NO	16-10-5143
MAP REF	1430
AS BUILT DATE	



SHEET 12 OF 16

PED ID	HH ID	POLE ID	BFC	BFC	BFO	SM HH	LRG HH	BM-60 1 28"	BD	BD	BD	BD	FIBER POST WGRD	SUB NO	SEBP	PI/NI	GRD ROD	#6 BARE	#6 INSUL	
					48								1							
									3											
										EX										
18																				
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0

DBRY RT 6-1
WO# 16-10-5143

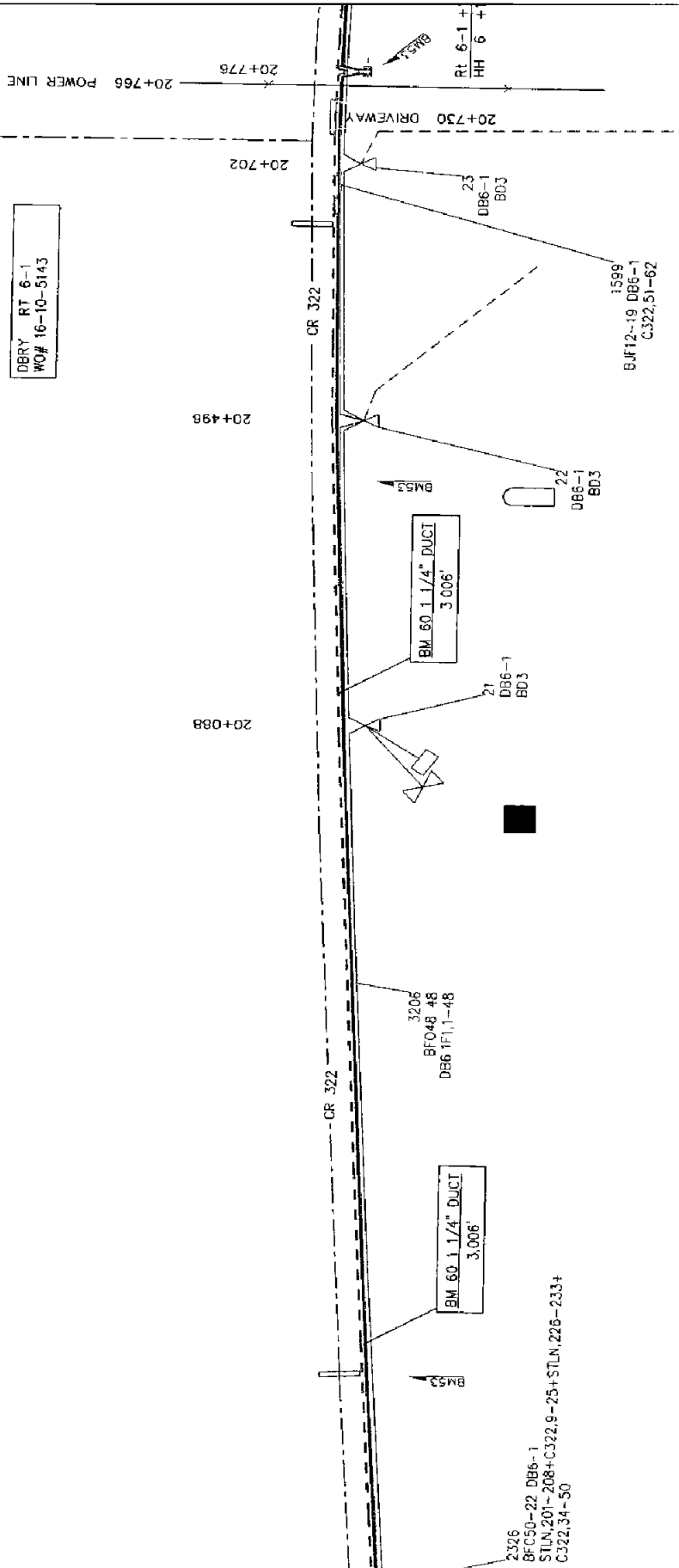


EXCHANGE DBRY
COUNTY PANOLA
ROUTE 6-1
BY LARRY G
JOB NO 16-10-5143
MAP REF 143D
AS BUILT DATE

SHEET 13 OF 18

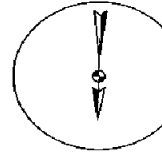
PED ID	HH ID	POLE ID	BFC	BFC	BFO	SM HH	LRG HH	BM-60 125'	BD	BD	BD	BD	FIBER POST WGRD	FIBER POST	SUB NO	SEBP	PI/NI	GRD ROD	#6 BARE	#6 INSUL
19								2620	EX				1					1	5	150
	HH 5		2820				1													
TOTAL																				

DBRY RT 6-1
WO# 16-10-5143



Eastex Telephone Cooperative, Inc

EXCHANGE: DBRY
COUNTY: PANOLA
ROUTE: 6-1
BY: LARRY G
JOB NO: 16-10-5143
DATE PREP: 14SD
AS BUILT DATE:



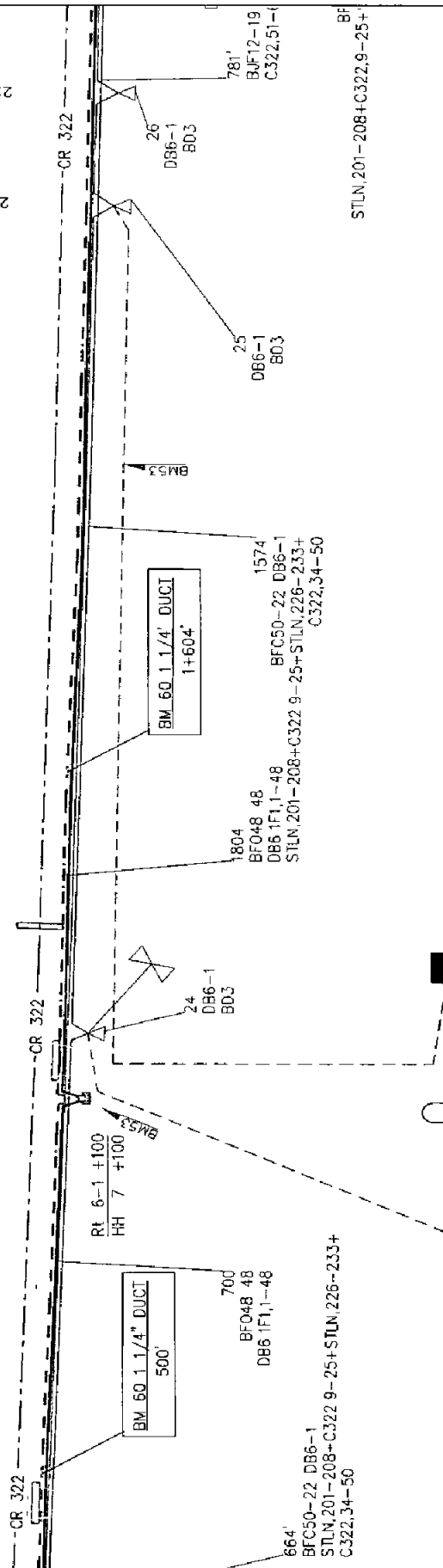
SHEET 14 OF 16

PED ID	HH ID	POLE ID	BFC	BFO	SM	LRG	BM-60	BD	BD	BD	FIBER POST W/GRD	FIBER POST	SUB NO.	SEBP	PI/NI	GRD ROD	#6 BARE	#6 INSUL	
				48			1 28"					1							
21								EX											
22								EX											
23	HH 6			3 206		1	3 006	EX			1						5	150	
TOTAL	0	0	0	3 206	0	1	3 006	EX	0	0	1	2	0	0	0	1	5	150	

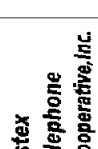
DBRY RT 6-1
WO# 16-10-5143

21+276
21+304 DRIVEWAY
21+374

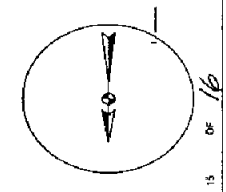
20+940 DRIVEWAY



STLN.201-208+C322,9-25+
BF



EXCHANGE DBRY
COUNTY PANOLA
ROUTE 6-1
BY LARRY G
JOB NO 16-10-5143
MAP REF 14-3D
AS BUILT DATE



SHEET 15 OF 16

PED ID	HH ID	POLE ID	BFC	BFC	BFO	SM	LRG	BM-60	BD	BD	BD	BD	FIBER POST WGRD	FIBER POST	SUB NO	SEBP	PI/NI	GRD ROD	#6 BARE	#6 INSUL
					48	HH	1	500					1					1	5	150
24									EX											
25									EX											
26									EX											
TOTAL	0	0	0	0	0	0	1	500	0	0	0	0	1	1	0	0	0	1	5	150

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

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Fair Play Water Supply Corporation proposes to place a
(COMPANY NAME)

2" pvc casing with a 3/4" service line line within the Right-of-Way
(PIPE SIZE)

of County Road 186 as follows
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 40' line in Panola County.

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 14 day of
October, 2016

FIRM Rural Water Service
BY: Wade Allums
TITLE: Partner
ADDRESS: 227 County Road 212
Beckville, Texas 75631
PHONE (903) 678 9073

APPROVAL

November 14, 2016

TO Mr Wade Allums
Fairplay Water Supply Corp
227 County Road 212
Beckville, Texas 75631

RE **CR #186**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" pvc casing with a 3/4" service line** within the right-of-way of County Road #186 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 Lee Ann Jones
COUNTY JUDGE

COMMISSIONERS

- Precinct #1 Ronnie LaGrone
- Precinct #2 John Gradberg
- Precinct #3 Frank R. Langley, Jr
- Precinct #4 Dale LaGrone

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

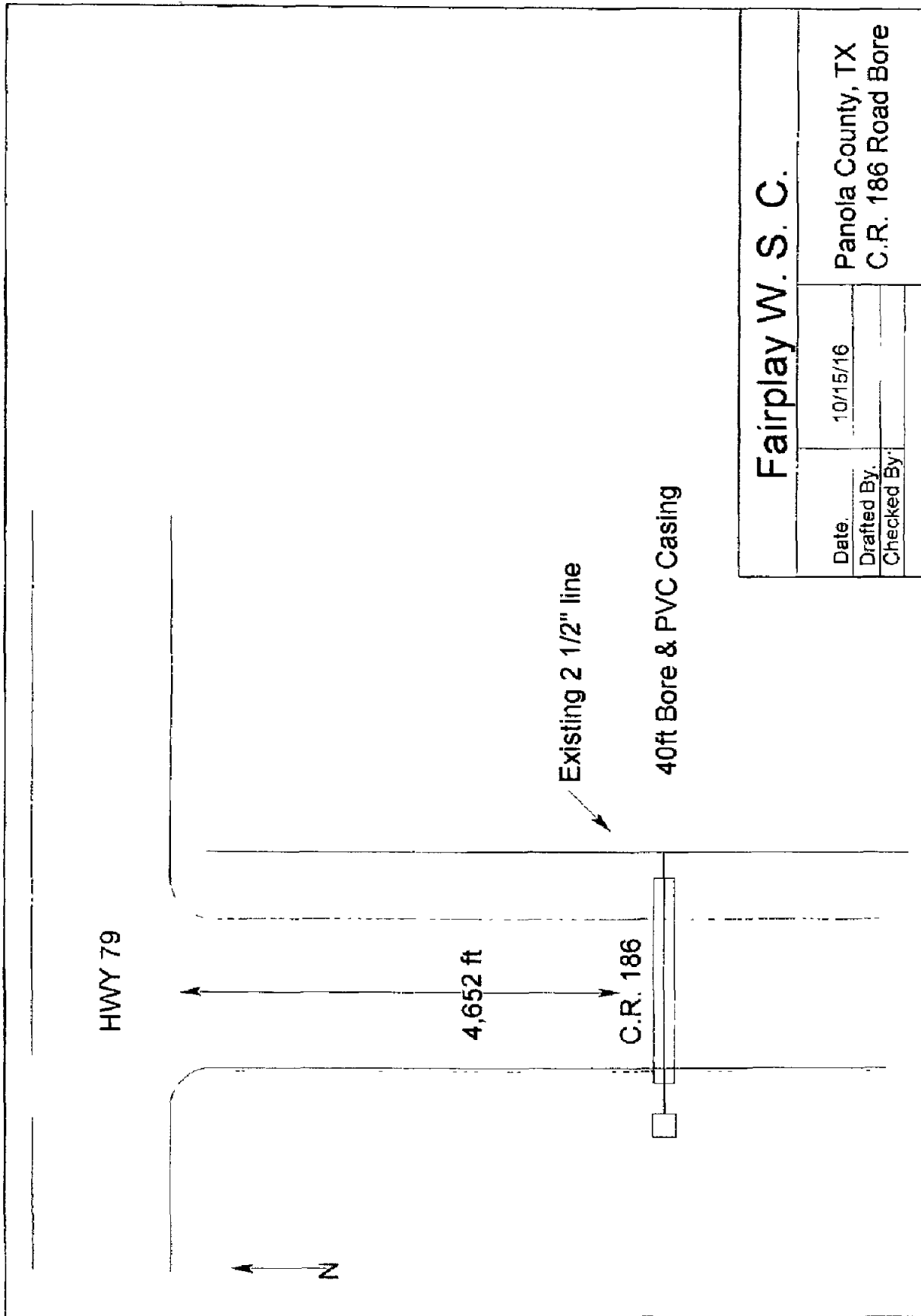
GENERAL NOTE: The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

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 removed 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 operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be complete to the owner's 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 without the approval of the Panola County Road and Bridge Department
7. Regulations and ordinances of incorporated cities shall be complied with, if within the city limits

Commissioners

Precinct # 1 Ronnie LaGrone
Precinct # 2 John W. Gradberg
Precinct # 3 Frank R. Langley, Jr.
Precinct # 4 Dale LaGrone



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, 2016

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, 2016**

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 2017.

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/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

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 or Panola County Commissioner Ronnie LaGrone at (903) 692-2487

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-Sharpe 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 11/24/16. 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 **2017** 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 2016, Aviation gasoline for the following price

- a) Aviation Gasoline 100LL at _____ cents per gallon over refinery rack price
Refinery rack price on 11-24-16 _____ cents/gallon
- b) Additional Freight Charges for Bobtail Load _____ cents per gallon.
- c) Jet A at _____ cents per gallon over refinery rack price.
Refinery rack price on 11-24-16 _____ cents/gallon
- d) Additional Freight Charges for Bobtail Load _____ cents per gallon

Exceptions To Specifications _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED

COUNTY JUDGE

DATE

**CHAPTER 59 ASSET FORFEITURE REPORT
BY ATTORNEY REPRESENTING THE STATE
FOR THE
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY**

AUGUST 31, 2016

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 Attorney Representing the State for the Panola County Criminal District Attorney, for the fiscal year ended August 31, 2016, included in the accompanying prescribed form in accordance with accounting principles generally accepted in the United States of America. 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 Attorney Representing the State for the Panola County Criminal District Attorney, 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 form of assurance on the Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney included in the accompanying prescribed form.

The Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney included in the accompanying prescribed form is presented in accordance 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
October 21, 2016

FY 2016
 CHAPTER 59 ASSET FORFEITURE REPORT
 BY ATTORNEY REPRESENTING THE STATE

Agency 123rd Judicial District, District Attorney, Panola County
 Mailing Address 108 S Sycamore Room 301
 City Carthage
 State TX
 Zip 75633
 Phone Number (903) 693-0310
 Fiscal Beginning Month September
 Fiscal Ending Month August
 Fiscal Year 2016

NOTE PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance	\$88,564 00
B) Seizures During Reporting Period	
1) Amount seized by employees of your agency	\$0 00
2) Amount seized by other agencies	\$8,255 00
C) Forfeiture Petitions Filed for All Agencies You Represent	\$8,255 00
D) Forfeitures Pending for All Agencies You Represent	\$47,500 00
E) Interest Earned on Seized Funds During Reporting Period	\$321 00
F) Amount Returned to Defendants/Respondents	\$0 00
G) Amount Transferred to Forfeiture Account	\$21,373 00
H) Other Reconciliation Items	\$0 00

Description

I) Ending Balance	\$75,767 00
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II FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance	\$11,016 00
B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement	
1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement	\$11,157 00
2) Amount Forfeited and Received by Your Agency	\$10,216 00
3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement	\$21,373 00
C) Interest Earned on Forfeited Funds During Reporting Period	\$59 00
D) Amount Awarded For All Agencies You Represent Pursuant to 59 022	
1) Amount Awarded and Transferred to All Agencies Pursuant to 59 022	\$0 00
2) Amount Awarded and Received by your agency pursuant to 59 022	\$0 00
3) Total Amount Awarded For All Agencies You Represent Pursuant 59 022	\$0 00
E) Amount Awarded For All Agencies You Represent Pursuant to 59 023	

1) Amount Awarded and Transferred for all Agencies You Represent Pursuant to Article 59 023	\$0 00
2) Amount Awarded and Received by Your Agency Pursuant to Article 59 023	\$0 00
3) Total Amount Awarded For All Agencies You Represent Pursuant to 59 023	\$0 00
F) Proceeds Received by Your Agency From Sale of Forfeited Property	\$1,440 00
G) Amount Returned to Crime Victims	\$0 00
H) Other Reconciliation Items	\$0 00
<i>Description</i>	
I) Total expenditures of Forfeited Funds During Reporting Period	\$1,770 00
J) Ending Balance	\$20,961 00
III OTHER PROPERTY	
A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
B) REAL PROPERTY (Count each parcel seized as one item)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0

3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0

E) Other Property

Description	Pending for all agencies at beginning of reporting period	Seized by your agency during reporting period	New petitions filed for all agencies during reporting period	Forfeited to your agency during reporting period	Put into service by your agency during reporting period	Pending for all agencies at end of reporting period
	0	0	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

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) Visual Aid Equipment for Litigation	\$0 00
10) Other	\$0 00
Description	
11) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS	\$0 00

D) SUPPLIES

1) Office Supplies	\$952 00
2) Mobile Phone and Data Account Fees	\$818 00
3) Internet	\$0 00
4) Other	\$0 00
Description	
5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS	\$1,770 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) State Bar Dues and Legal Association Dues	\$0 00
7) Legal Library Supplies and Access Fees	\$0 00
8) Other	\$0 00
Description	
9) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS	\$0 00
K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION	
1) Total paid to State Treasury due to lack of local agreement pursuant to 59 06 (a)	\$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
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
Description	
N) TOTAL EXPENDITURES	
TOTAL EXPENDITURES	\$1 770 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

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 all expenditures reported herein were lawful and proper, and made in accordance with Texas law

HEAD OF AGENCY SIGNATURE

Danny Buck Davidson

TITLE

Panola County Criminal District Attorney

DATE

10/21/2016

Comments

INSTRUCTIONS/TERMS OF CONTRACT

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

BID, (ONE) 4 DOOR PASSENGER SUV

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, 2016**

MARK ENVELOPES:

"BID (ONE) 4 DOOR PASSENGER SUV"

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

SIGNATURE OF BIDDER

INSTRUCTIONS/TERMS OF CONTRACT

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

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**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, 2016 thru December 31, 2016.**

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

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

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

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

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

1. Meet schedules;
- 2 Defaults in the payment of any fees; or
- 3 Otherwise perform in accordance with these specifications.

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

- 1 Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;

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

SIGNATURE OF BIDDER

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

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

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **John DePresca, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**

SIGNATURE OF BIDDER

One (1) 4 Door Passenger SUV

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR ONE (1) 4 DOOR PASSENGER SUV FOR USE BY PANOLA COUNTY SHERIFF'S OFFICE. THE SUV SHOULD MEET THE FOLLOWING SPECIFICATIONS.

- 1 The vehicle shall be a 2017 year model.
- 2 Engine: V-6 with no less than 3.5 liters
- 3 Transmission: No less than 6 speed automatic
4. Color: Silver or White
- 5 Misc. Power steering/brakes, A C /Heater, AM/FM Radio, Cruise Control, Power locks/windows, No less than 18" wheels, sway control for towing and wheel base of at least 110"
6. Warranty: No less than 5 year/60,000 miles on power train.
- 7 Delivery: Vehicle shall be delivered to Panola County Sheriff's Office, 314 W Wellington St., Carthage, TX No later than December 16, 2016

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JOHN DEPRESCA, PANOLA COUNTY SHERIFF'S OFFICE CHIEF DEPUTY, AT 903-693-0333.

SIGNATURE OF BIDDER _____

BID FORM AND CONTRACT

BID, (ONE) 4 DOOR PASSENGER SUV

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY SHERIFF'S OFFICE 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 and/or all bids

TOTAL PRICE \$ _____

Exceptions to specifications

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

SIGNATURE OF BIDDER _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED.

COUNTY JUDGE

DATE

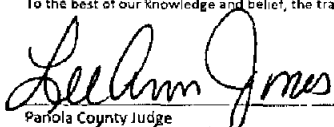
PANOLA COUNTY INVESTMENT REPORT
SEPTEMBER 30, 2016

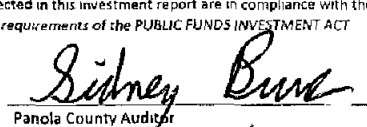
INVESTMENTS AS OF JUNE 30, 2016	54,800,000 00		
	Investments	Maturity	Int Rate
Beginning Balance 07/01/16	54,800,000 00		
Matured 08/16/16 (Purchased on 04/24/16)	(8,900,000 00)		0 50%
Matured 08/16/16 (Purchased on 04/27/16)	(7,300,000 00)		0 50%
Purchase of CD No 21304402227 on 08/16/16	8,100,000 00	11/16/2016	0 50%
Retiree Health Benefit Trust	8 100,000 00		
Purchase of CD No 21304402228 on 08/16/16	6,600,000 00	11/16/2016	0 50%
General	3 440,000 00		
Law Library	11,000 00		
Courthouse Security	61,000 00		
Records Management	43,000 00		
CC Records Preservation	110,000 00		
Archive	23,000 00		
Justice Court Technology	21,000 00		
Road & Bridge	1,100 000 00		
FM & Lateral Road	460,000 00		
Hot Check Fee	5,000 00		
Sheriff's State Forfeiture	12,000 00		
Child Protective Services	20,000 00		
Health Fund	1,100,000 00		
Airport	18,000 00		
Road Bond 1971	70,000 00		
Permanent Improvement	54,000 00		
Jail Improvements	52 000 00		
Matured 09/14/16 (Purchased on 04/24/16)	(8,800,000 00)		0 50%
Matured 09/14/16 (Purchased on 04/27/16)	(200,000 00)		
Matured 09/14/16 (Purchased on 05/18/16)	(10 500,000 00)		
Purchase of CD No 21304402236 on 09/14/16	8,700,000 00	12/14/2016	0 50%
Retiree Health Benefit Trust	8,700,000 00		
Purchase of CD No 21304402237 on 09/14/16	200,000 00	12/14/2016	0 50%
Panola Juvenile Probation	10,000 00		
Title IV E	70,000 00		
Local Match Juvenile Probation	120,000 00		
Purchase of CD No 21304402238 on 09/14/16	7,300,000 00	12/14/2016	0 50%
General	3,320,000 00		
Law Library	15,000 00		
Courthouse Security	60,000 00		
Records Management	41,000 00		
CC Records Preservation	150,000 00		
Archive	30,000 00		
Justice Court Technology	14 000 00		
Road & Bridge	1,807,000 00		
FM & Lateral Road	550,000 00		
Hot Check Fee	4,000 00		
Sheriff's State Forfeiture	23,000 00		
DA State Forfeiture	3,000 00		
Child Protective Services	11,000 00		
Health Fund	1 079,000 00		
Airport	13 000 00		
Road Bond 1971	71,000 00		
Permanent Improvement	55,000 00		
Jail Improvements	54,000 00		
Matured 09/28/16 (Purchased on 04/24/16)	(5,600 000 00)		0 50%
Matured 09/28/16 (Purchased on 06/29/16)	(9,900,000 00)		0 50%
Matured 09/28/16 (Purchased 06/29/16)	(3,600,000 00)		0 50%
Purchase of CD No 21304402244 on 09/28/16	9,200,000 00	1/4/2017	0 50%
Retiree Health Benefit Trust	9,200 000 00		
Purchase of CD No 21304402245 on 09/28/16	7,500,000 00	1/4/2017	0 50%
General	3,517,000 00		
Law Library	14,000 00		
Courthouse Security	54,000 00		
Records Management	41,000 00		
CC Records Preservation	124,000 00		
Archive	22,000 00		
Justice Court Technology	20,000 00		
Road & Bridge	2,000,000 00		
FM & Lateral Road	578 000 00		
Hot Check Fee	6,000 00		
Sheriff's State Forfeiture	13,000 00		
DA State Forfeiture	4,000 00		
Child Protective Services	23,000 00		
Health Fund	877,000 00		
Airport	29,000 00		
Road Bond 1971	69,000 00		
Permanent Improvement	56,000 00		
Jail Improvements	53 000 00		

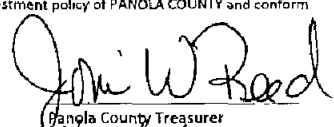
INVESTMENTS AS OF SEPTEMBER 30, 2016 47,600 000 00

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

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

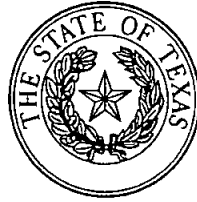

 Panola County Judge
 11-14-16
 Date


 Panola County Auditor
 11-14-16
 Date


 Panola County Treasurer
 11-14-16
 Date

Form #2201 Rev. 01/2015

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

FILED FOR RECORD
IN MY OFFICE
This space reserved for Office
AT 8:00 o'clock A M

DEC 20 2016

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. Davis DEPUTY

Statement

I, Gina Goldman, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God

Title of Position to Which Elected/Appointed: Deputy County Clerk

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true

Date: 10/31/16

Gina Goldman
Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

FILED FOR RECORD
IN MY OFFICE
This space reserved for office
AT 09:45 O'CLOCK A M

DEC 20 2016

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B Davis DEPUTY

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Gina Goldman, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Deputy County Clerk of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Gina Goldman
Signature of Officer

State of Texas
County of Panola

Sworn to and subscribed before me
this 31st day of October, 2016

(seal)



Vicki Heinkel
Signature of Notary Public or Other Officer
Administering Oath
Vicki Heinkel
Printed or Typed Name

VOL 101 PAGE 071



Phone: (903) 657-2217
 (800) 677-6273
 Fax: (903) 657-3339

Invoice 3503638

Account No. 8003152
 Invoice Date 11/4/2016

www.3Dmaxsecurity.com

309 S. Marshall
 Henderson, TX 75654

Terms	Due on receipt
Total Due	\$3,045.00

Bill To:

Remit To:

PANOLA COUNTY
 C/O COLLEGE STREET ANNEX
 110 S. SYCAMORE ST.
 CARTHAGE, TEXAS 75633

3D Security, Inc.
 P.O Box 1888
 Henderson, TX 75653

Please detach and enclose top portion of your payment

Make check payable and remit above address

Retain this portion for your records



Invoice No.	Account No.	Terms	P O No	Invoice Date
3503638	8003152	Due on receipt		11/4/2016

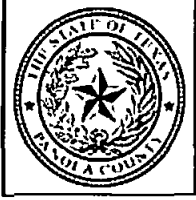
Quantity	Description	Rate	Amount
1	11/01/16 REPLACED UNRESPONSIVE DVR & PROGRAMMED SETTINGS CAMERAS IN BOTH ELECTION ROOMS WERE UNPLUGGED & ONE POWER PLUG WAS CRUSHED REPLACED CAMERA WITH CRUSHED POWER CORD ALSO REBOOTED THE OTHER CAMERA & WORKING PROPERLY. ALL TESTED GOOD. by		
1	BOLIDE HD DOME CAMERA	425.00	425.00
1	DW 16CH DVR	2,275.00	2,275.00
	LABOR	345.00	345.00

Subtotal		\$3,045.00
Sales Tax (8.25%)		\$0.00
Total Balance Due		\$3,045.00

www.3Dmaxsecurity.com
 309 S. Marshall, Henderson, TX 75654

Office: (903) 657-2217 ☎ (800) 677-6273 ☎ Fax: (903) 657-3339

LAG



PANOLA COUNTY 2016 BUDGET AMENDMENT #14
November 14, 2016

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND			
EXPENDITURES			
COUNTY CLERK			
<u>100-403-54270</u>	CONFERENCES & DUES	1,000	
<u>100-403-55270</u>	FURNITURE & EQUIPMENT	(1,000)	
			0
AIRPORT			
<u>100-407-53560</u>	REPAIR & MAINTENANCE SUPPLIES	1,000	
<u>100-407-54480</u>	CONTRACTOR SERVICES	(1,000)	
			0
MISCELLANEOUS & NON-DEPARTMENTAL			
<u>100-409-54080</u>	CONTINGENCY	(83,300)	
<u>100-409-54110</u>	DUES MEMBERSHIP & FEES STATE & NA	300	
<u>100-409-55270</u>	FURNITURE & EQUIPMENT	3,000	
			(80,000)
CORRECTIONS/JAIL			
<u>100-570-53930</u>	MISCELLANEOUS SUPPLIES	1,000	
<u>100-570-54570</u>	REPAIRS & RENOVATIONS	(2,000)	
<u>100-570-54990</u>	MISCELLANEOUS	1,000	
			0
HEALTH & PAUPERS CARE			
<u>100-646-54760</u>	STATEMENT OF FACTS	30,000	
<u>100-646-54810</u>	CHILD PROTECTIVE SERVICES	20,000	
<u>100-646-54890</u>	ATTORNEY FEES	30,000	
			80,000
GRAND TOTAL GENERAL FUND			
			0

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
ROAD & BRIDGE REVENUES			
<u>200-360-41020</u>	MISCELLANEOUS REVENUE	<u>10,020</u>	
			<u>10,020</u>
EXPENDITURES			
PCT.2			
<u>200-622-55280</u>	ROAD OIL PRE MIX & GRAVEL	(1,000)	
<u>200-622-55290</u>	LUMBER PILING & CULVERTS	<u>1,000</u>	
			0
PCT.4			
<u>200-624-53570</u>	PARTS AND REPAIRS	<u>10,020</u>	
			<u>10,020</u>
GRAND TOTAL ROAD & BRIDGE FUND			<u>10,020</u>
FAIRPLAY WSC REVENUE			
<u>873-360-41020</u>	FAIRPLAY WSC MATCH	<u>57,250</u>	
			<u>57,250</u>
EXPENDITURES			
<u>873-888-55802</u>	WATER IMPROVEMENTS - CONSTRUCTION	51,250	
<u>873-888-55806</u>	WATER IMPROVEMENTS - ENGINEERING	3,000	
<u>873-888-55808</u>	GENERAL ADMINISTRATION	<u>3,000</u>	
			<u>57,250</u>
GRAND TOTAL FAIRPLAY WSC			<u>57,250</u>
CHILD PROTECTIVE SERVICES REVENUE			
<u>881-360-41184</u>	PANOLA COUNTY FUNDING	<u>20,000</u>	
			<u>20,000</u>
EXPENDITURES			
<u>881-646-54740</u>	SUPPLIES & CHILD CARE EXPENSE	<u>20,000</u>	
			<u>20,000</u>
GRAND TOTAL CHILD PROTECTIVE SERVICES			<u>20,000</u>

PANOLA COUNTY
2016
BUDGET AMENDMENT #14

We hereby amend the Panola County Budget for the Fiscal Year 2016 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 2016.

Signed on this 14th day of November, 2016.

[Signature]
County Judge

[Signature]
Commissioner Precinct # 1

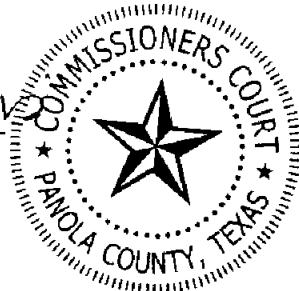
Absent
Commissioner Precinct # 2

[Signature]
Commissioner Precinct # 3

[Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 14th day of November, 2016 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]
County Clerk



CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Hon. LeeAnn Jones

For Successfully Completing 13.00 Hours of Educational Training

During the

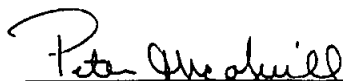
94th Annual County Judges and Commissioners Association of Texas Conference

October 11-13, 2016

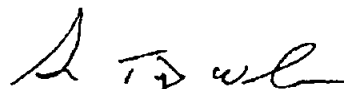
Galveston, TX



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service



Peter J. McGill, Ph.D., Director, V.G. Young Institute of County Government



Grover "Tiger" Worsham, President, County Judges and Commissioners Association of Texas



OFFICIAL BOND AND OATH

DEC 20 2016

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. Davis DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS

Bond Number **32S519863**

That we, BOBBIE DAVIS, of 239 CR 491 CARTHAGE, TX 75633 as Principal, and, The Ohio Casualty Insurance Company a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the PANOLA COUNTY and/or his/her successors in the penal sum of One Hundred Fifty Thousand Dollars And Zero Cents (\$150,000 00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

SIGNED, SEALED and DATED this 1st day of November, 2016

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 8th day of November, 2016, duly Elected (elected/appointed) to the office of County Clerk in and for Panola County in the State of Texas, for a term commencing on the 15th day of November, 2016 and ending January 1, 2019

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall (conditions) faithfully perform the duties of office

, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above Any revision of the bond amount shall not be cumulative

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal

BOBBIE DAVIS

BY Bobbie Davis
Principal

The Ohio Casualty Insurance Company
Surety



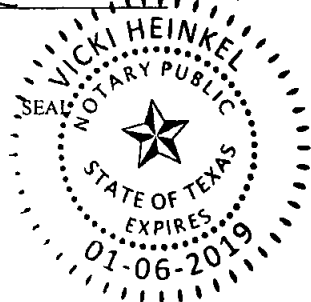
Countersigned
BY _____
Texas Resident Agent

BY Scott Thomas
Attorney-in-Fact **SCOTT THOMAS**

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Panola } ss

Before me, Vicki Heinkel, on this day, personally appeared, BOBBIE DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed Given under my hand and seal of office, at Carthage Texas, this the 10th day of November, 2016



Vicki Heinkel
Notary Public
Panola County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

FILED FOR RECORD

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office So help me God

Signed _____

Sworn to and subscribed before me, at _____ Texas, this _____ day of _____, _____

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, Bobbie Davis, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Clerk of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, So help me God

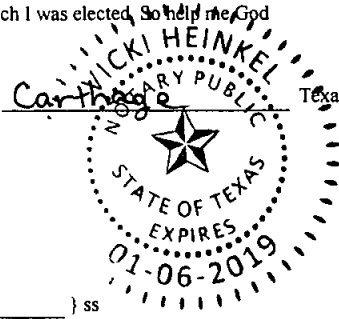
Signed Bobbie Davis

Sworn to and subscribed before me, at Carthage Texas, this 10th day of November, 2016

SEAL

Dicki Heinkel
Notary Public

Panola County, Texas



THE STATE OF TEXAS
County of Panola } ss

The foregoing bond of Bobbie Davis as County Clerk in and for Panola County and State of Texas, this day approved in open Commissioner's Court

A TEST

County Clerk
County Court Panola County

Date 11-14-16
Lee Ann Jones County Judge,
Panola County, Texas

THE STATE OF TEXAS
County of Panola } ss

I, Bobbie Davis, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ -o'clock _____ M, and duly recorded the _____ day of _____, _____, at _____ -o'clock _____ M, in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written

By _____ Deputy

Bobbie Davis Clerk
County Court _____ County

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county "
County Attorney	\$2,500	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state "
County Judge	*\$1,000 - 10,000	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it, pay to the county all money illegally paid to the judge out of county funds, and not vote or consent to pay out county funds for other than lawful purposes "
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office, remit according to law all funds received as county treasurer, and render an account of all funds received to the commissioners court at each regular term of the court "
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000	Governor	"faithfully perform the duties of the office "
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office "
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office "
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law, account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county, execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept, and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds "
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector "
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector "
County Commissioners	\$3,000	County Treasurer	"faithfully perform the commissioner's official duties, will reimburse the county for all county funds illegally paid to the commissioner, and will not vote or consent to make a payment of county funds except for a lawful purpose "
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law, and promptly pay to the entitled party all money that comes into the justice's hands during the term of office "
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law "

* Sum to be fixed by the Commissioners Court within the limits prescribed by law

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes



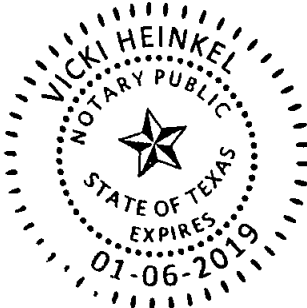
ACKNOWLEDGMENT BY SURETY

STATE OF Texas }
County of Panola } ss

On this 10th day of November, 2016, before me personally
appeared SCOTT THOMAS, known to, me to be the Attorney-in-Fact of
The Ohio Casualty Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written



Vicki Heinkel
Notary Public in the State of
County of

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

VOL 101 PAGE 080

APPROVED
11-14-2016
LAJ
Lee Ann Jones,
County Judge

NAME:

Lee Ann Jones

POSITION:

Co. Judge - EMD

DEPARTMENT:

Co. Judge - EMD

DATE:

10-24-16

CONFERENCE:

Local Shelters

LOCATION:

Tyler

DATES:

11-16-16 to 11-16-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

N/A

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?

N/A

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

N/A

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

APPROVED
11-14-2016
LJ
Lee Ann Jones,
County Judge

VOL 101 PAGE 081

NAME: Lee Ann Jones
POSITION: County Judge
DEPARTMENT: County Judge
DATE: 10-24-16

CONFERENCE: Sumpec Meeting
LOCATION: Marshall Civic Center
DATES: 11-03¹⁷-16 to 11-03-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: N/A

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

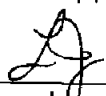
How many days have you been away from your job this year for conferences, not counting this conference? N/A

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

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

VOL 101 PAGE 082

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

NAME: Lee Ann Jones
POSITION: Co. Judge
DEPARTMENT: Co. Judge
DATE: 10-24-16

CONFERENCE: Dist 5 Judges & Commissioners
LOCATION: Nawadoches, MS
DATES: 11-30-16 to 11-30-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? X/0

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

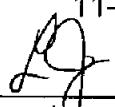
How much of your requirements have been met already, not counting this conference? 13

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

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

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

NAME: Lee Ann Jones
POSITION: County Judge
DEPARTMENT: County Judge
DATE: 11-1-16

CONFERENCE: 21-69 2016 Annual Meeting
LOCATION: Hanston, Ok
DATES: 12-2-16 to 12-2-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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? N/A

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

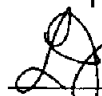
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

VOL. 101 PAGE 088

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

11-14-2016



Lee Ann Jones,
County Judge

VOL. 101 PAGE 084

NAME:

Lee Ann Jones

POSITION:

Co. Judge

DEPARTMENT:

Co. Judge

DATE:

10.24.16

CONFERENCE:

Panola County Day

LOCATION:

Austin, TX

DATES:

2-6-17 to 2-7-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

N/A

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?

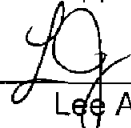
N/A

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

N/A

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

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

NAME: Lee Ann Jones
POSITION: Co. Judge
DEPARTMENT: Co. Judge
DATE: 10-24-16

CONFERENCE: ETLOG - East Texas Reception
LOCATION: Austin
DATES: 2-22-17 to 2-23-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: N/A

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? N/A


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

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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PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

VOL 101 PAGE 086

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

NAME: Lee Ann Jones
POSITION: Co. Judge
DEPARTMENT: Co. Judge
DATE: 10-24-16

CONFERENCE: North & East Texas Co. Judges & Comms
LOCATION: Beaumont, TX
DATES: 5-15-17 to 5-18-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your educational requirements for the year? Yes

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? 13

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.)

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

VOL 101
PAGE 087

NAME: Dale LaGrone

POSITION: County Commissioner Precinct #4

DEPARTMENT: Commissioner

DATE: 11-3-16

CONFERENCE: District 5 Judges & Commissioners

LOCATION: Nacogdoches, Texas

DATES: 11-30-16 to 11-30-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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? 5.5

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? N/A

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.)

APPROVED

11-14-2016



Lee Ann Jones,
County Judge

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

NAME Stephen Long

POSITION Detention Officer

DEPARTMENT Panola Co Detention Center

DATE Nov. 8, 2016

CONFERENCE Inmate Rights + Priviledges

LOCATION Online

DATES _____ to _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE _____

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? 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.)

APPROVED

11-14-2016



Lee Ann Jones,
County Judge

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

NAME Stephen Long

POSITION Detention Officer

DEPARTMENT Panola Co. Detention Center

DATE Nov. 8, 2016

CONFERENCE Use of Force in Jail Setting

LOCATION Online

DATES _____ to _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE _____

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? 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)

VOL. 101
PAGE 089

APPROVED

11-14-2016



Lee Ann Jones,
County Judge

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

VOL 101 PAGE 000

NAME Stephen Long

POSITION Tailer - Detention Officer

DEPARTMENT Panola Co. Detention Center

DATE 11/8/14

CONFERENCE Interpersonal Communications Course

LOCATION Online

DATES _____ to _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE _____

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? 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.)

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
11-14-2016

Lee Ann Jones,
County Judge

VOL 101 PAGE 091

NAME: Craig Lawless

POSITION: County Commissioner Precinct #3

DEPARTMENT: Commissioner

DATE: 11/9/16

CONFERENCE: Preparing to Take Office

LOCATION: Tyler, Texas

DATES: 12/6/16 to 12/6/16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: N/A

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

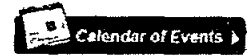
How much of your requirements have been met already, not counting this conference? N/A

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

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

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

Workshop for all newly elected county officials that educates on basic issues.



TAC Member Services Pool & Risk Services Texas County Government Legislative

SEARCH

EDUCATION & TRAINING LEGAL RESOURCES LEGISLATIVE RISK MANAGEMENT SERVICES HEALTH AND BENEFITS SERVICES UNEMPLOYMENT FUND MEMBER FEEDBACK

Ready to Register

Home / Member Services / Education & Training / Ready to Register / Preparing to Take Office

Font Size A A A

Event Presentations

Preparing to Take Office

BACK TO EVENTS

County Investment Academy

December 6, 2016 to December 15, 2016

Texas Judicial Academy

[Overview](#) | [Registration](#) | [Hotel](#) | [Agenda](#) | [Continuing Education](#) | [Cancellation](#)

Leadership 254

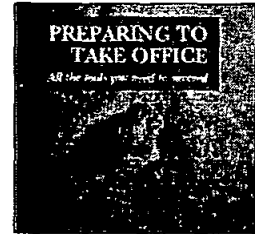
All the Tools You Need to Succeed

Special Presentations

Congratulations!

Special Presentations Request

The campaign is over and on Jan 1, you will be a county official Now what? The Texas Association of Counties (TAC) is here to help you



"Preparing to Take Office" is a one-day workshop for all newly elected county officials that educates you on basic issues and gives you the information necessary to avoid making mistakes that result in embarrassment, or worse, legal problems There are many unfamiliar statutes and rules you must understand before officially taking office A faculty of Association staff and specialists will explain the basics of important subjects such as nepotism, discrimination, purchasing, open meetings, open records, budgeting and general employment law

Who Should Attend?

All new and newly elected officials (including those appointed since February 2015) Judges Commissioners, Tax Assessor-Collectors Treasurers, County Clerks Distinct Clerks, County/District Clerks, Constables, Justices of the Peace Sheriffs and Attorneys

Registration Fees

This workshop is provided free to new and newly-elected officials and lunch is provided for all registrants

Dates and Locations

Dec 6, Lubbock

Overton Hotel
2322 Mac Davis Lane
Lubbock 79401
(806) 776-7000

Dec 6, Tyler

Holiday Inn Select
5701 South Broadway
Tyler, 75703
(903) 561-5800

9:00 - 4:15

Dec 8, Midland

Hilton Garden Inn
1301 North Loop 250 West
Midland, 79706
(432) 689-0022

Dec 8, Lufkin

Courtyard by Marriott
2130 S First St
Lufkin, 75901
(936) 632-0777