

CONSENT

ITEMS



Panola County Sheriff's Office

Sheriff Sarah Fields

Office: 903-693-0333
Fax: 903-693-9366

314 W. Wellington
Carthage, Texas 75633

March 16, 2022

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

Dear Judge Anderson,

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

Please record the change in position for Karen England from Communications Officer at a pay rate of \$17.65 per hour to Sheriff Secretary/Communications for the Panola County Sheriff's Office at a pay rate of \$18.65 per hour effective March 21, 2022.

Sincerely,

A handwritten signature in black ink that reads "S. Fields".

Sarah Fields
Sheriff

SF/lw

CC: Jennifer Stacy
Joni Reed

PERSONNEL CHANGE REQUEST

Name: JACOB CREECH

Department: ROAD AND BRIDGE PCT 4

Position: OPERATOR

New Position

(If applicable) _____

Current wage or salary	\$18.89
New wage or salary	\$19.77
Effective date of change	APRIL 11, 2022



Elected Official/Department Head

Signature



Date Signed



LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

Panola County Courthouse | 110 S. Sycamore, Room 227 | Carthage, Texas 75633
(903) 693-0306 | Fax: (903) 693-6914 | lindsey.smith@co.panola.tx.us

March 23, 2022

Honorable David Jones
Panola County Commissioners
110 S. Sycamore
Carthage, Texas 75633

Dear Judge Anderson and Commissioners,

Please record the termination of employment of Lindsey Baker as a Deputy District Clerk in the Panola County District Clerk's office effective Friday, ~~April 1, 2022.~~

3/25/2022.

Thank you for your consideration.

Sincerely,

Lindsey Smith

Lindsey Smith
Panola County District Clerk

Cc: Joni Reed, County Treasurer
Jennifer Stacy, County Auditor



County of Panola

110 S. Sycamore • Room 216-A
Carthage • Texas 75633
Phone 903-693-0391 • Fax 903-693-2726

County Judge
David Anderson

County Commissioners
Billy Alexander, Pct. #1
David Cole, Pct. #2
Craig Lawless, Pct. #3
Dale LaGrone, Pct. #4

Enterprise Products Operating LLC on behalf of BTA ETG Gathering LLC
PO Box 4324
Houston, TX 77210-4324
c/o Larry W. Blanchard, Land Agent

March 24, 2022

Dear Mr. Blanchard:

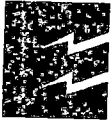
Panola County has received notification of the application to the Texas Commission on Environmental Quality (TCEQ) by Enterprise Products Operating LLC, on behalf of BTA ETG Gathering LLC for a permit to discharge reverse osmosis effluent into the drainage ditch along Panola County Road 301 (the "Drainage Ditch").

Discussing this application with Precinct Commissioner Craig Lawless we find no objection to your permit application with the TCEQ and discharge into the Drainage Ditch upon issuance of a permit from the TCEQ. Of course, this letter of notification will need approval at the next Commissioners' Court meeting.

If you need more clarification from Panola County, please contact me.

Sincerely,

David Anderson
Panola County Judge



**Enterprise
Products**

ENTERPRISE PRODUCTS PARTNERS L.P.
ENTERPRISE PRODUCTS GP, LLC
(General Partner)

ENTERPRISE PRODUCTS OPERATING LLC

VIA EMAIL: david.anderson@co.panola.tx.us

March 21, 2022

Mr. David Anderson
Panola County Judges Office
110 South Sycamore, Room 216A
Carthage, Texas 75633

Re: Application for a Permit to Discharge Gas Plant Effluent –
Enterprise Products Operating LLC/BTA ETG Gathering LLC
Panola 2 Gas Plant
Panola County, TX

Dear Mr. Anderson,

Enterprise Products Operating LLC, on behalf of BTA ETG Gathering LLC (hereinafter, "Enterprise") is applying for a permit from the Texas Commission on Environmental Quality ("TCEQ") to discharge reverse osmosis effluent into the drainage ditch along County Road 301 in Panola County, Texas.

As part of the application process, Enterprise is required to provide you with notification of the application, as well as obtain authorization as depicted in the below excerpt:

g. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

Yes No

If yes, indicate by a check mark if: Authorization granted Authorization pending

For **new and amendment** applications, provide copies of letters that show proof of contact and the approval letter upon receipt.

Attachment: C - need copies of letters

If there are no objections to the discharge of discharge reverse osmosis effluent into the drainage ditch along County Road 301 in Panola County, Texas, please respond via e-mail at larryb@blanchardls.com indicating that there are no objections.

Should you have any questions or comments, please do not hesitate to contact me at 337-280-1617 or via email.

Sincerely,

Larry W. Blanchard – Contract Land Representative

Cc: VIA EMAIL vicki.heinkel@co.panola.tx.us
Vicki Heinkel
Panola County Judges Office



**Bryan & Bryan
Asphalt, LLC**

8621 FM 2276 North
Henderson, TX 75652-4002

March 14, 2022

Panola County Auditor
Jennifer Stacy
110 S Sycamore, Rm 213-A
Carthage, TX 75633

Dear Jennifer Stacy,

Due to escalating material prices beyond our control, we must respectfully default on our contractual agreement for the supply of Road Oil for 2022. We apologize for any inconvenience this may cause.

We thank you for the continued opportunity of your business.

Sincerely,

Patrick Nation

Patrick Nation
Senior Vice President Sales & Marketing
Bryan & Bryan Asphalt, LLC



Roadway Material Contact Cancellation Request

March 24, 2022

Panola County,

We would like to thank you for your business and look forward to assisting with your future roadway material requirements.

Over the last several weeks we have all witnessed a dramatic change in fuel price inflation. This inflation appears to be driven by several geopolitical factors, oil production and demand growth (coming out of the COVID epidemic), throughout world markets.

Obviously, our largest cost when producing finished products are the raw materials. The largest portion of our raw material costs are the liquid asphalts (derived from crude oil).

With the volatility of liquid asphalt pricing and all of our liquid asphalt suppliers dramatically increasing their pricing, we have to address these substantial cost increases. We have struggled with how to address the impact of this situation.

Unfortunately, we have concluded that we need to ask for our agreement to be cancelled and ask that Panola County give us a chance to re-bid for the contract.

We sincerely **THANK** you for the past business and look forward to working through this current environment with you.

Respectfully,

A handwritten signature in blue ink, appearing to read "Eddie Updike", is written over the typed name.

Eddie Updike
Longview Asphalt, Inc.

LONGVIEW ASPHALT, INC.

Post Office Box 3661 • Longview, Texas 75606 • Phone (903) 758-0065 • Fax (903) 758-6440

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:

South Murvaul water Supply proposes to place a
(COMPANY NAME)

1" (water) Service Line line within the Right-of-Way
(PIPE SIZE)

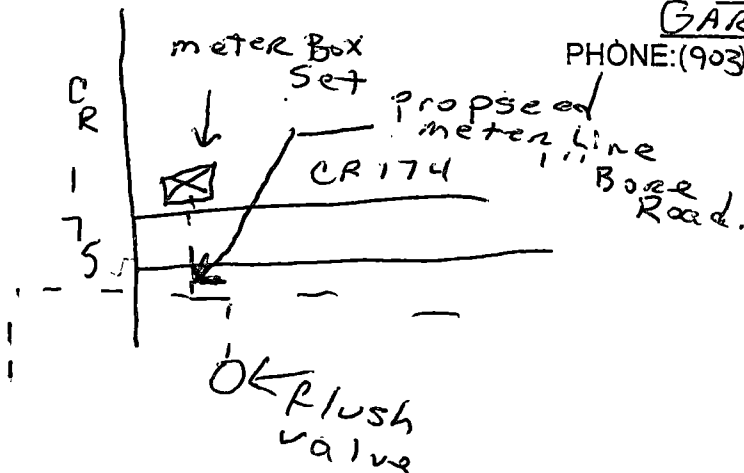
of County Road: 174 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of 75' 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 County Acceptance day of
2013
2022

FIRM: South Murvaul water supply
BY: STEWART PAYNE
TITLE: Operator
ADDRESS: 147 CR 194
GARY TX 75643
PHONE: (903) 685-2819



APPROVAL

March 29, 2022

TO: South Murvaul Water Supply
Attn: Steve Payne
147 County Road 194
Gary, TX. 75643

RE: **CR #174**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **1" water service line** within the right-of-way of County Road **#174** 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:

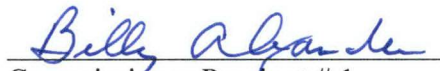
Precinct #1 Billy Alexander
Precinct #2 David A. Cole
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone

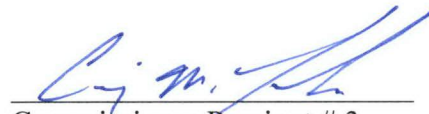
PANOLA COUNTY
2022
BUDGET AMENDMENT #7

We hereby amend the Panola County Budget for the Fiscal Year 2021 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2022.

Signed on this 29 day of March, 2022.


County Judge


Commissioner Precinct # 1

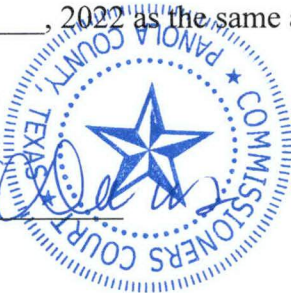

Commissioner Precinct # 3


Commissioner Precinct # 2


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 29th day of March, 2022 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



March 29, 2022



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT17456 - #7-2022 3-29-22

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001514	2022 PANOLA COUNTY BU...	621-PURCHASE TRUCK AND BED	3/17/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-621-54080	CONTINGENCY	621-PURCHASE TRUCK AND BED	81,926.00	-15,000.00	66,926.00
March:				-15,000.00	
200-621-55270	FURNITURE & EQUIPMENT	621-PURCHASE TRUCK AND BED	50,000.00	15,000.00	65,000.00
March:				15,000.00	

Budget Adjustment Register

Packet: GLPKT17456 - #7-2022 3-29-22

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	200-621-54080	CONTINGENCY	81,926.00	-15,000.00	66,926.00
		200-621-55270	FURNITURE & EQUIPMENT	50,000.00	15,000.00	65,000.00
			2022 Total:	131,926.00	0.00	131,926.00
			Grand Total:	131,926.00	0.00	131,926.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
200	131,926.00	0.00	131,926.00
Budget Code 2022 Total:	131,926.00	0.00	131,926.00
Grand Total:	131,926.00	0.00	131,926.00



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT17492 - #7-2022 3-29-2022

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001516	2022 PANOLA COUNTY BU...	885-AIRPORT BUILDING FOUNDATION	3/29/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
885-750-54570	REPAIRS AND RENOVATIONS	885-AIRPORT BUILDING FOUNDATION	50.00	6,000.00	6,050.00
March:					6,000.00
885-750-54930	FUEL & REPAIRS	885-AIRPORT BUILDING FOUNDATION	88,960.00	-6,000.00	82,960.00
March:					-6,000.00

Budget Adjustment Register

Packet: GLPKT17492 - #7-2022 3-29-2022

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	885-750-54570	REPAIRS AND RENOVATIONS	50.00	6,000.00	6,050.00
		885-750-54930	FUEL & REPAIRS	88,960.00	-6,000.00	82,960.00
			2022 Total:	89,010.00	0.00	89,010.00
			Grand Total:	89,010.00	0.00	89,010.00

Fund Summary

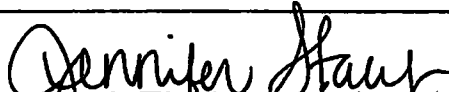
Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
885	89,010.00	0.00	89,010.00
Budget Code 2022 Total:	89,010.00	0.00	89,010.00
Grand Total:	89,010.00	0.00	89,010.00

Texas Department of State Health Services Tobacco Settlement Distribution Program

2022 Expenditure Statement for Counties

Name of County:	Panola County	
Contact Person Primary contact for questions regarding the information reported on this expenditure statement.		
Name:	Jennifer Stacy	
Title:	County Auditor	
Mailing Address:	110 S. Sycamore St. RM 213 A Carthage, TX 75633	
Phone Number:	903-693-0320	
Email:	jennifer.stacy@co.panola.tx.us	
<p>Provide calendar year 2021 unreimbursed health care expenditures for your county within the categories defined below. According to 25 Tex. Admin. Code § 102.3, unreimbursed health care expenditures are defined as actual expenditures made by the county, which are directly attributable to the provision of health care services to the general public, either directly or by contract or agreement with a third-party provider, and for which no reimbursement is made by or expected from any third-party source or fund. Furthermore, an additional 15% is added to the total to account for general administrative and overhead costs not directly related to the provision of health care.</p> <p>In addition to payments made from the county's customary operating accounts, unreimbursed expenditures can include 1) payments made from a trust fund or reserve account intended for the provision of health care services and 2) payments made in the prior calendar year using the pro rata shares from past tobacco settlement distributions. Unreimbursed expenditures cannot include contractual allowances or discounts for health care services required under a third party payer agreement.</p> <p>Any <u>unreimbursed expenditures claimed on the 2021 prior calendar year expenditure statement that were later reimbursed</u> by monies other than tobacco settlement funds, <u>should be subtracted</u> from the amount of unreimbursed expenditures reported on the current year expenditure statement.</p>		
Category A. Unreimbursed County Expenditures for Indigent Health Care Services		
These expenditures must be for unreimbursed health care services provided to the indigent population.		\$115,899.14
Category B. Unreimbursed County Expenditures for Jail Health Care Services		
These expenditures must be for unreimbursed health care services provided to adults or juveniles in the detained or incarcerated population.		\$127,370.82
Category C. Unreimbursed County Expenditures for General Public Health Care Services		
These expenditures must be for unreimbursed health care services such as a hospital district may provide. These are typically diagnostic and treatment services for individuals. Expenditures for environmental services (e.g. mosquito control, water testing, and septic tank inspection) and population-based services not involving direct contact with an individual health care recipient (e.g. restaurant inspections) must be excluded.		
1) Health care clinic, laboratory, and case management services.		\$6,000.00
2) Dental care services.		
3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.		
4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.		
5) Medical transportation.		
6) Behavioral or psychiatric health care services.		
7) Capital expenditures for health care services.		

Texas Department of State Health Services Tobacco Settlement Distribution Program

Category C. continued		Name of County: <i>Panola County</i>	
8) Overhead costs for a health care facility. Limited to non-labor expenditures required to operate a health care facility (e.g. utilities, internet service, building insurance).			
9) Emergency medical services.			
10) Medical supplies or equipment used for the provision of health care services to the general public.			
11) Other services provided by the county that are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services. Please describe services below:			
12) Intergovernmental transfer (IGT) payment(s) made by the county to a hospital(s) in its jurisdiction in exchange for indigent health care services. Name of Hospital(s) below:			
13) If the county sold or leased its public health care facility(ies) and included a contractual obligation on the part of the purchaser or lessee to provide health care services to the indigent population, the county may claim one or both of the following: a) Unreimbursed payments not funded by taxes made by the county to said public health care facility(ies). Payments may be for ongoing operations, indigent care obligations, or other statutorily authorized expenditures. b) The value of health care services for indigent residents performed by said public health care facility(ies) as if they had been reimbursed at the Medicaid rate. Name of Public Health Care Facility(ies) below:		\$1,637,467.02	
UT Health East Texas			
14) If the county made unreimbursed payments to a public hospital (see exception below) owned by the county and that is not located within a hospital district, enter the information below. The payments must be directly attributable to the provision of health care services to the general public. Exception: Do not include payments to non-hospital health care facilities (e.g. clinics). Report those expenditures on line 1 in category C.			
Public Hospital Name		City Where Located	2021 Prior Year Payments
Total			\$0.00
Subtotal, All Category C Expenditures			\$1,637,467.02
Total Expenditures to be claimed: (are calculated by multiplying the sum of Cat. A+B+C by 1.15).			
Total Expenditures to be claimed: (Cat. A+B+C)		\$1,886,736.98	x 1.15 = \$2,169,747.53 0.00
This is to certify that the above unreimbursed expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.			
Printed Name and Title of County's Authorized Representative:		Email Address and Telephone Number:	
Jennifer Stacy, County Auditor		jennifer.stacy@co.panola.tx.us	
Signature of Authorized Representative:		Date:	
		3-15-22	



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed. For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- Carrie Thomas must sign the bond on behalf of the Surety with the name as it is printed on the bond.
- A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.

Form #2201 Rev. 05/2020
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
AT 9:20 O'CLOCK A M

MAR 21 2022

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY [Signature] DEPUTY

Statement

I, Kimberly Denise Gray, 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: Reserve Deputy

Execution

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

Date: 3/21/22

Kimberly Denise Gray
Signature of Officer

Form #2204 Rev 9/2017
Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

FILED FOR RECORD
This space reserved for office use
AT 9:20 O'CLOCK a M

MAR 21 2022

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY [Signature] DEPUTY

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Kimberly Denise Gray, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Reserve Deputy 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.

Kimberly Denise Gray
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Panola

Sworn to and subscribed before me on this 21 day of March, 2022.

(Affix Notary Seal,
only if oath
administered by a
notary.)

[Signature]

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Sarah Fields

Printed or Typed Name

AT 2:00 O'CLOCK P M



APR 13 2022

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

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

KNOW ALL MEN BY THESE PRESENTS:

No. 999164002

That we Kimberly Denise Gray
of PO Box 1123, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Principal)

, as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Sheriff of Panola County

314 W. Wellington, Carthage, TX 75633

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Five Thousand Dollars And Zero Cents (\$5,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Reserve Deputy Sheriff for a term beginning on March 2, 2022 and ending on March 2, 2023.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Sheriff of Panola County
314 W. Wellington, Carthage, TX 75633 and

this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED March 7, 2022.

Kimberly Denise Gray

Kimberly Denise Gray
The Ohio Casualty Insurance Company



By: Carrie Thomas Attorney-in-Fact
Page 2 of 7



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Ohio Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at 206-473-6210**

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Ohio Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims al 206-473-6210
En línea: www.LibertyMutualSuretyClaims.com
Correo electrónico: HOSCL@libertymutual.com
Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Kimberly Denise Gray
Agency Name: Richard H. Thomas Inc. Bond Number: 999164002
Obligee: Sheriff of Panola County
Bond Amount: (\$5,000.00) Five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Carrie Thomas in the city and state of Carthage, TX, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 7th day of March, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

TRANSACTION REPORT

Transaction Date: March 7, 2022
Preparer Name: Carrie Thomas
Preparer Email: carrie@pattersonins.com

Agency Name: Richard H. Thomas Inc.
Agency Code: 973395

Principal:
Kimberly Denise Gray
PO Box 1123
Carthage, TX 75633

Obligee:
Sheriff of Panola County
314 W. Wellington
Carthage, TX 75633

Underwriting Information:
Bond is freely written

Bond Information:

Bond Number: 999164002
Bond Amount: \$5,000.00
Renewal Type: Renewable (by new bond)
Renewal Billing Method: Direct Bill
Renewal Term (Months): 12
Renew Automatically: Yes
Description of Bond: Reserve Deputy Sheriff

Effective Date: March 2, 2022
Expiration Date: March 2, 2023
Cancel Days: 30 Days
Class Code: S119
Underwriting Paper: The Ohio Casualty Insurance Company
Bond Rating State: Texas

Invoiced To:

Panola County
County Auditors Office RM 213A, 110 S. Sycamore
Carthage, TX 75633

Renewal Billing Information:

Panola County
County Auditors Office RM 213A, 110 S. Sycamore
Carthage, TX 75633

Remarks:

Premium Information:

Bond Premium: \$100.00
Total Premium Due: \$100.00

This bond is a direct billed bond. It is the applicant's responsibility to ensure payment is received in full for this new business. Payment must be received within 20 days from the date this bond was issued. If payment is not received in full, this bond may be subject to cancellation. Bond(s) changes are available for your agency through <https://agents.libertymutualsurety.com>

Mail Payment To:

Liberty Mutual Insurance Company
25761 Network Place
Chicago, IL 60673-1257


TREASURER'S FOURTH QUARTER 2021

FUND	BALANCE 10/1/2021	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/2021
GENERAL	24,225,544.65	900,807.25	5,010,101.69	20,116,250.21
LAW LIBRARY	90,925.76	2,818.15	5,954.43	87,789.48
CTY JUVENILE DELINQUENCY PREVENTION	164.31	0.19	0.00	164.50
COURTHOUSE SECURITY	239,709.68	3,512.39	6,305.83	236,916.24
RECORDS MANAGEMENT	28,813.65	889.92	0.00	29,703.57
COUNTY/DISTRICT COURT TECHNOLOGY FUND	7,134.53	227.65	0.00	7,362.18
COURT RECORD PRESERVATION	14,949.92	528.38	0.00	15,478.30
DISTRICT COURT RECORDS TECHNOLOGY	22,721.88	660.04	0.00	23,381.92
DISTRICT CLERK RECORDS MGT & PRESERVATION	9,260.12	522.50	97.50	9,685.12
CO.CLERK RECORDS PRESERVATION	613,928.48	27,349.91	2,600.00	638,678.39
ARCHIVE FEE	349,561.54	21,906.86	0.00	371,468.40
JUSTICE COURT TECHNOLOGY	96,635.34	431.11	490.88	96,575.57
TAX A/C V.I.T. INTEREST	1,387.35	686.07	285.39	1,788.03
ELECTION SERVICES CONTRACT FUND	25,826.26	415.79	4,400.16	21,841.89
ROAD & BRIDGE	7,931,389.12	1,216,091.92	1,395,880.09	7,751,600.95
FM & LATERAL ROAD	2,235,424.77	127,423.78	144,291.59	2,218,556.96
HOT CHECK FEE	38,842.63	180.00	319.20	38,703.43
PRETRIAL INTERVENTION	12,950.97	2,116.56	0.00	15,067.53
SHERIFF'S STATE FORFEITURE	55,092.52	80.73	4,358.24	50,815.01
JAIL COMMISSARY FUND	30,860.48	2,350.57	0.00	33,211.05
CORONAVIRUS RELIEF FUND	98,091.44	0.00	98,091.44	0.00
DA FORFEITURE	39,129.72	52.73	0.00	39,182.45
STATE APPORTIONMENT - DA	8,831.47	7.73	7,559.41	1,279.79
STATE LONGEVITY PAY SUPPLEMENT	327.27	0.39	0.00	327.66
CONST PCT 2 STATE FORFEITURE	1,057.17	1.28	0.00	1,058.45
CONST PCT 1 STATE FORFEITURE	197.59	0.24	0.00	197.83
SHERIFF FEDERAL FORFEITURE	6,371.74	7.68	0.00	6,379.42
CDA FEDERAL FORFEITURE	59,821.53	72.01	0.00	59,893.54
CONSTABLE 2 & 3 FEDERAL	323.19	0.39	0.00	323.58
CHILD PROTECTIVE SERVICES	177,095.02	863.11	22,512.00	155,446.13
HEALTH FUND	3,848,780.32	7,633.05	7,546.96	3,848,866.41
AIRPORT	452,398.63	65,168.31	38,948.15	478,618.79
ROAD BOND 1971	299,374.10	570.71	0.00	299,944.81
PERMANENT IMPROVEMENT	235,252.99	445.62	0.00	235,698.61
JAIL IMPROVEMENT	469.74	0.57	0.00	470.31
CREDIT CARD CLEARING ACCOUNT	0.00	0.00	0.00	0.00
JP CREDIT CARD CLEARING ACCOUNT	0.00	0.00	0.00	0.00
PANOLA COUNTY AUCTION PROCEEDS	150.82	0.13	0.00	150.95
COMMUNITY SUPERVISION	80,254.83	87,532.35	102,239.35	65,547.83
DRUG COURT GRANT	28,765.14	776.68	0.00	29,541.82
JUVENILE PROBATION	535,143.76	79,773.56	151,096.79	463,820.53
AMERICAN RESCUE PLAN	2,257,043.78	1,991.73	0.00	2,259,035.51
EXPERTPAY	190.66	0.00	0.00	190.66
PANOLA COUNTY RETIREE HEALTH	35,165,038.24	895,486.06	376,707.94	35,683,816.36
MEMORANDUM TOTAL ONLY	79,325,233.11	3,449,384.10	7,379,787.04	75,394,830.17

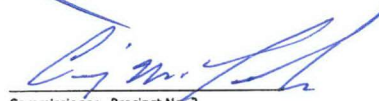
BALANCE REPRESENTED BY:

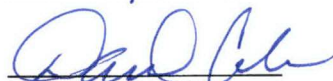
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	10,257,502.27
INVESTMENTS - FIRST STATE BANK & TRUST	65,367,000.00
ADVANCED TAX CD	12,574,739.78
PLUS CASH/CHANGE FUND	2,550.00
PLUS INTANGIBLE ROYALTY INTEREST	7,600.00
PLUS RECEIVABLES	127,506.68
LESS ACCRUALS & PAYABLES	(12,942,068.56)
FUND BALANCE AS OF DECEMBER 31, 2021	75,394,830.17

We, the undersigned County Judge and Commissioners, in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 29 day of March 2022, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas.


County Judge


Commissioner - Precinct No. 1


Commissioner - Precinct No. 3


Commissioner - Precinct No. 2


Commissioner - Precinct No. 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 29th day of March 2022.

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


Certified County Treasurer

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

1:30 P.M., TUESDAY, APRIL 26, 2022.

MARK ENVELOPE

“Road Oil (Cracked Fuel Oil)”

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

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

SIGNATURE OF BIDDER

PANOLA COUNTY

INVITATION TO BID

INSTRUCTIONS/TERMS OF CONTRACT

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

“Road Oil (Cracked Fuel Oil)”

TO PROVIDE for an annual contract commencing **April 26, 2022** and continuing until **December 31, 2022**.

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 **1:30 P.M., TUESDAY, APRIL 26, 2022**.

MARK ENVELOPES:

“Road Oil (Cracked Fuel Oil)”

**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 **April 26, 2022 thru December 31, 2022.**

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.

Signature of Bidder

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

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

Signature of Bidder

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.

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

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

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:
THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.

Signature of Bidder

SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)

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

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

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

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

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

The estimated quantity to be purchased in 2022 is 100,000 tons. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.

Bids shall be submitted on the attached bid sheet.

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

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

SIGNATURE OF BIDDER

ROAD OIL (CRACKED FUEL OIL)

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

SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)

	MINIMUM	MAXIMUM
Asphalt content of 100 penetration @ 77 degrees F, %	65	80
Flash Point, C.D.C., degrees C	250	-
Saybolt viscosity at 122 degrees F, mm 2/s	-	1000
Loss at 212 degrees F, 20G, 5H, %	-	3.0
Water and sediment, %	-	2.0
Delivery Temperature, F Degrees	220	250
Distance from plant to Panola County Warehouse _____miles.		
Transport standby fee	\$ _____	
Restocking fee	\$ _____	
Unloading/spreading fee	\$ _____	

SIGNATURE OF BIDDER

BID FORM AND CONTRACT
Road Oil (Cracked Fuel Oil)

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

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

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

BID PRICE: FOB PLANT \$ _____ PER TON

BID PRICE: DELIVERED \$ _____ PER TON

EXCEPTIONS:

SIGNATURE OF BIDDER

Date: _____ BIDDER: _____

ADDRESS: _____

TEL. #: _____

Date Accepted Bid Offer:

PANOLA COUNTY, TEXAS

By: _____

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

1:30 PM TUESDAY, APRIL 26, 2022.

MARK ENVELOPE

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

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

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

SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

ASPHALT MATERIALS FOR ROAD MAINTENANCE

TO PROVIDE for an annual contract commencing **April 26, 2022** and continuing until **December 31, 2022**.

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**

No later than **1:30 P.M. TUESDAY, APRIL 26, 2022**

MARK ENVELOPES:

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

**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 **April 26, 2022 thru December 31, 2022.**

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.

Signature of Bidder

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

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

Signature of Bidder

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.

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, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

Signature of Bidder

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

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

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

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:
THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.

Signature of Bidder

SPECIFICATIONS FOR ASPHALT MATERIALS FOR ROAD MAINTENANCE

OIL SAND

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

HOT OIL SAND

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

HOT MIX ASPHALT

HOT MIX ASPHALT TYPE D IN ACCORDANCE WITH TXDOT ITEM 340

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

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

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

Bids shall be submitted on the attached bid sheet.

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

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

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

THE ESTIMATED QUANTITY TO BE PURCHASED IS:

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

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

BID FORM AND CONTRACT

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

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

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

	FOB (Any successful bidders plant location where product is made)	DELIVERED
OIL SAND	\$ _____ /TON	\$ _____ /TON
HOT OIL SAND	\$ _____ /TON	\$ _____ /TON
HOT MIX ASPHALT.....	\$ _____ /TON	\$ _____ /TON
DELIVERY FEE/CHARGE (PER MILE)	_____	

Exceptions to Specifications:

OIL SAND _____

HOT SAND SAND _____

HOT MIX ASPHALT _____

DATE: _____

FIRM: _____

BY: _____

ADDRESS: _____

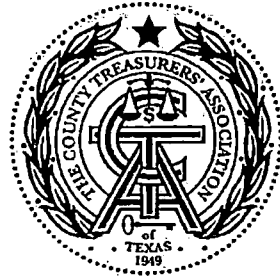
PHONE NUMBER: _____

DATE: _____

PANOLA COUNTY, TEXAS

BY: _____

**County Treasurers' Association of Texas
2021 Certificate of Compliance
Continuing Education**



**This Certifies That
Hon. Joni Reed
Treasurer
Panola County**

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Honorable Jennifer Henderson
President, County Treasurers' Association of Texas

Honorable Alan Dierschke, Chair
Certification and Validation Committee



Emmett & Miriam
McCoy
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES
2021 Certificate of Membership
County Investment Academy

Hon. Joni Reed

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Panola County

Issued by the Texas Association of Counties the thirty-first day of December, 2021

A handwritten signature in cursive script that reads "Nathan Craddock".

Mr. Nathan Craddock, President

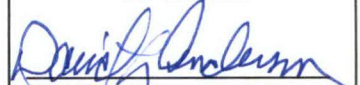
A handwritten signature in cursive script that reads "Susan M Redford".

Ms. Susan Redford, Executive Director

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

03-29-22


David L. Anderson
County Judge

NAME: Jennifer Stacy

POSITION: County Auditor

DEPARTMENT: Auditor

DATE: 03-16-2022

CONFERENCE: 2022 County Auditor's Institute

LOCATION: Austin, Texas

DATES: May 3, 2022 to May 6, 2022

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? 20 hours

How much of your requirements have been met already, not counting this conference? 9 hours

How many days have you been away from your job this year for conferences, not counting this conference? 2

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

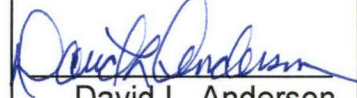
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This conference will provide with necessary information for the county auditors office.

Jennifer Stacy

APPROVED

03-29-22



David L. Anderson
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Karlee Cohorst

POSITION: Communications Officer

DEPARTMENT: Panola Co. Sheriff's Office

DATE: March 14, 2022

CONFERENCE: Teex Online

LOCATION: Online

DATES: March 4, 2022 to March 4, 2022

NUMBER OF DAYS OUT OF THE 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? _____

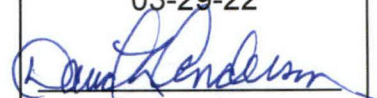
Do you have sufficient funds in your budget for this conference? _____

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

Required for telecommunicators license

APPROVED

03-29-22



David L. Anderson
County Judge

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

NAME: Shakami Manning
POSITION: Civil Process Deputy
DEPARTMENT: Panola Co. Sheriff's Office
DATE: March 14, 2022

CONFERENCE: Advanced Civil Process
LOCATION: Kilgore College
DATES: Feb. 14, 2022 to Feb. 18, 2022
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 5

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.)

Relatable training

APPROVED

03-29-22



David L. Anderson
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

NAME:

Joni W. Reed

POSITION:

County Treasurer

DEPARTMENT:

Treasurer's

DATE:

03-22-2022

CONFERENCE:

Public Funds Investment Act

LOCATION:

Zoom

DATES:

3-28-22 to 3-29-22

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: None

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

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? No PFA

How many days have you been away from your job this year for conferences, not counting this conference? 2

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.)

I'm required to have 15 hrs. of Public Funds Investment Hours as the County Treasurer & a part of the County's investment committee. This will also allow me to be in my office if needed and cut back a small amount of travel costs.



Center for Public Management

1155 Union Circle #305129
Denton, TX 76203-5017

940-369-7843 phone
940-369-8771 fax
CPMworkshops@unt.edu
http://cpm.hps.unt.edu/

INVOICE

Date 3/18/22

Invoice No. 37261

Attendee Name	Joni Reed		
Organization	Panola County	Phone	(903) 693-0325
Mailing Address	110 S. Sycamore, Rm 312 Carthage, TX 75633-2543	Extension	
Email Address	joni.reed@co.panola.tx.us		
Alternate Email			

Please verify the spelling of your name, as this is how it will appear on your certificate of attendance.

Your registration for Public Funds Investment Act training is confirmed as shown below.					
Date	March 28, 2022	Registered	Yes	Amount Paid	.00
Date	March 29, 2022	Registered	Yes	Amount Paid	.00
				Amount Due	\$ 240.00
Card Confirmation #	N/A				
Workshop Time	9:00 a.m. - 3:00 p.m.				
Workshop Location	Region 8 Education Service Center, Cedar Room				
Workshop Address	4845 US Highway 271 N, Pittsburg, Texas 75686-4303				
Lunch	On your own				
Electronic Materials	Materials will be emailed 5 business days prior to March 28, 2022				
Note					

JWR

Cancellation/Transfer/Substitution Policy

- All requests must be submitted via email to cpmworkshops@unt.edu by 5:00 p.m. on March 18, 2022.
- Cancellations:
 - Refunds (less a \$25 processing fee) are honored if request is received by the date/time above.
 - No refunds when notified after the date/time listed above.
- Transfers:
 - Registration may only be transferred one time to a workshop within 6 months of the original workshop date.
 - No refunds will be issued to participants who choose to transfer and do not attend their transfer date.
 - A \$25 transfer fee will be charged if transfer is requested after 5:00 p.m. on March 18, 2022.
- Substitutions:
 - If the original attendee is unable to attend, you may send a substitute, transfers and refunds are not available for substitute attendees.

Paying by check: please make them payable to University of North Texas

Remit payment to the address provided at the top of this invoice; please return a copy of this invoice with the check.