



Panola County Sheriff's Office

Sheriff Sarah Fields

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

314 W. Wellington
Carthage, Texas 75633

August 26, 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 a change in rate of pay for Kaylee Sparks, a Communications Officer for the Panola County Sheriff's Office, from \$16.06 per hour to \$17.65 per hour effective August 27, 2022.

Sincerely,

Sarah Fields
Sheriff

SF/lw

CC: Jennifer Stacy
Joni Reed

County Of Panola

HOLLY GIBBS

TAX ASSESSOR - COLLECTOR

PANOLA COUNTY COURTHOUSE

110 S. SYCAMORE, ROOM 211

CARTHAGE, TEXAS 75633

(903) 693-0340

September 6, 2022

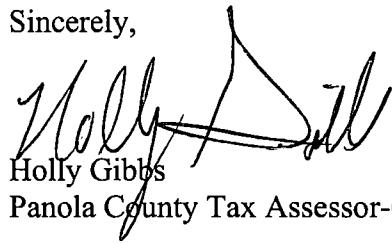
Panola County Commissioners Court
Panola County Courthouse

Gentlemen:

Please record the salary increase from \$15.10 per hour to \$15.60 per hour for Candace Pinke, Deputy Clerk in the Panola County Tax Assessor's Office, effective September 12, 2022.

Thank you for your continued support and cooperation.

Sincerely,



Holly Gibbs
Panola County Tax Assessor-Collector

cc, Joni Reed, County Treasurer
Jennifer Stacy, County Auditor

September 6, 2022

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Bobby Henley, Temporary Operator, for Panola County Road & Bridge Department, Pct. 3, effective September 1, 2022 at 5:00 pm.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator

September 6, 2022

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Rodney Cole, Operator, for Panola County Road & Bridge Department, Pct. 3, effective September 6, 2022 at 5:00 pm.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator



Panola County Sheriff's Office

Sheriff Sarah Fields

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

314 W. Wellington
Carthage, Texas 75633

September 8, 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 resignation of Chris Williams as a Detention Officer for the Panola County Sheriff's Office effective September 9, 2022.

Please record the resignation of Holden Ritter as a Detention Officer for the Panola County Sheriff's Office effective September 23, 2022.

Please record the employment of Jeffery McAndrews as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$16.66 per hour effective September 10, 2022.

Sincerely,



Sarah Fields
Sheriff

SF/lw

CC: Jennifer Stacy
Joni Reed

Honesty - Integrity - Dedication

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, OCTOBER 11, 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 **January 1, 2023** and continuing until **December 31, 2023**.

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, OCTOBER 11, 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 **January 1, 2023 thru December 31, 2023.**

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

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

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

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

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

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

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

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 HOLD HARMLESS: 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 2023 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 P.M., TUESDAY, OCTOBER 11, 2022.

MARK ENVELOPE

“CORRUGATED STEEL PIPE CULVERTS”

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

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

SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

CORRUGATED STEEL PIPE CULVERTS

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing for a twelve month period.

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE
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Not later than **1:30 P.M., TUESDAY, OCTOBER 11, 2022.**

MARK ENVELOPES:

“CORRUGATED STEEL PIPE CULVERTS”

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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, 2023 thru December 31, 2023.**

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PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 CORRUGATED STEEL PIPE CULVERTS

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be within 14 working days to the County Warehouse or job site, as requested. Most deliveries of pipe 46" and smaller will be to the Warehouse. Larger pipes will generally be delivered to the job site. No additional freight will be paid for job site deliveries.
5. Bids will be awarded separately for galvanized pipe and polymer coated pipe.
6. Any exceptions to these specifications must be plainly stated in the submitted bid package.
7. The estimated quantity to be purchased in **2023 is 30 pipe**. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.
8. Bids should be submitted on the attached bid form.
9. The term of this contract shall be from **January 1, 2023 to December 31, 2023**.

BID FORM AND CONTRACT
CORRUGATED STEEL PIPE CULVERTS

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

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

I (we) hereby agree to provide Panola County, Texas for **Fiscal Year 2023**, corrugated steel pipe culverts for the following prices:

ROUND PIPE, 2-2/3 X 1/2 CORRUGATIONS	GALVIN \$/FT.	BAND \$/EA		
12" 16 GA.				
15" 16 GA.				
18" 16 GA.				
24" 16 GA.				
30" 16 GA.				
36" 16 GA.				

ROUND PIPE, 3 X 1 CORRUGATIONS				
48" 14 GA.				
60" 14 GA.				
72" 14 GA.				
84" 14 GA.				
96" 14 GA.				
108" 14 GA.				
112" 12GA.				
120" 12GA.				

DELIVERY FEE/CHARGE _____

DATE: _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

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 P.M., TUESDAY, OCTOBER 11, 2022.

MARK ENVELOPE

“POLYETHYLENE CORRUGATED CULVERTS”

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

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

SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

POLYETHYLENE CORRUGATED CULVERTS

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing for a twelve month period.

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than **1:30 P.M., TUESDAY, OCTOBER 11, 2022.**

MARK ENVELOPES:

“POLYETHYLENE CORRUGATED CULVERTS”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2023 thru December 31, 2023.**

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. The signer of the bid, guaranteeing authenticity, must initial any interlineation, alteration or erasure made before opening time.

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

POLYETHYLENE CORRUGATED CULVERTS

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2023 through December 31, 2023**.

SCOPE: It is the intent of these specifications to describe new, high-density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

ESTIMATED QUANTITY: The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

DELIVERY: Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

BID FORM AND CONTRACT

POLYETHYLENE CORRUGATED CULVERTS

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

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the 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.

I (we) hereby agree to provide to Panola County, Texas for **Fiscal Year 2023** polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"		
15"		
18"		
24"		
30"		
36"		
42"		
48"		
60"		
72"		

DELIVERY FEE/CHARGE _____

Exceptions To Specifications:

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

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, OCTOBER 11, 2022.

MARK ENVELOPE

“GRAVEL”

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:

GRAVEL

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing to **December 31, 2023**.

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, OCTOBER 11, 2022**.

MARK ENVELOPES:

“GRAVEL”

**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, 2023 thru December 31, 2023.**

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 AND BID FORM FOR GRAVEL

TYPE	F.O.B.	DELIVERED
Arkansas SB-2 (PER YARDS)	\$	\$
Arkansas 2 ½" D-Ballast (PER YARDS)	\$	\$
Arkansas Rip Rap (PER YARDS)	\$	\$
3"x5" Georgetown rock (PER YARDS)	\$	\$

EXCEPTIONS _____

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

In determining the lowest and best bid, the Commissioners Court will consider the pick-up and delivery locations of 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 yard/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 bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

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

Bids shall be provided on this sheet.

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

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

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

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

DATE: _____

FIRM: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

DATE: _____

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 P.M., TUESDAY, OCTOBER 11, 2022.

MARK ENVELOPE

“USED RAILROAD TANK CARS/FLAT CARS”

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:

USED RAILROAD TANK CARS/FLAT CARS

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing to **December 31, 2023**.

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, OCTOBER 11, 2022**.

MARK ENVELOPES:

“USED RAILROAD TANK CARS/FLAT CARS”

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SIGNATURE OF BIDDER

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INSTRUCTIONS / TERMS OF CONTRACT

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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.

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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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

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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.

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Signature of Bidder

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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

USED RAILROAD TANK CARS/FLAT CARS SPECIFICATIONS

TANK CARS

SIZE	PRICE PER FOOT
8' to 9' diameter/ 30' to 40' long	_____
9 ½' diameter/ 40' to 56' long	_____
10' diameter/50' to 56' long	_____

All tank cars shall have both ends removed and all holes and vents sealed, ready for installation.

All tank cars shall be a thickness of at least ½" steel.

Estimated quantity to be purchased is 4 per year. However, the County will not be obligated to purchase the estimated quantity.

TANK CAR EXCEPTIONS TO SPECIFICATIONS

FLAT CARS

SIZE	PRICE PER UNIT
Under 60' long	_____
60' to 79' long	_____
79' to 90' long	_____

All flat cars shall be at least 9' 3" wide with a serviceable wood or steel deck. Cars shall have a carrying capacity of no less than 80,000 pounds.

Prices quoted for tank and flat cars shall include delivery to within 25 miles of the Panola County Warehouse, 1121 East Sabine Street, Carthage, Texas, 75633. Cars are subject to inspection and approval by Panola County prior to delivery.

Estimated quantity to be purchased is 4 per year. However, the County is not obligated to purchase the estimated quantity.

FLAT CAR EXCEPTIONS TO SPECIFICATIONS

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

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, OCTOBER 11, 2022.

MARK ENVELOPE

“CONCRETE / IRON ORE”

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:

CONCRETE / IRON ORE

To provide for an annual contract commencing **January 1, 2023** and continuing to **December 31, 2023**.

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, OCTOBER 11, 2022**

MARK ENVELOPES:

**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, 2023 thru December 31, 2023.**

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

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

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

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

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

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

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

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 should 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 completely 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 AND BID FORM FOR CONCRETE / IRON ORE

TYPE	FOB	DELIVERED
2" Minus Pure Crushed Concrete (PER YARD)	\$	\$
3 X 4 Pure Concrete (PER YARD)	\$	\$
2" Minus Crushed Iron Ore (PER YARD)	\$	\$

EXCEPTIONS _____

EXCEPTIONS _____

EXCEPTIONS _____

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

Panola County will submit payment for the price bid per **CUBIC YARD** only. 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 yard per mile as a cost to the County for the materials to be picked up at the plant. No surcharge for hauling, fuel, etc... Shall be included on invoices.

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

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

Bids shall be provided on this sheet.

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

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

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

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

DATE: _____

FIRM: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

DATE: _____

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 P.M., TUESDAY OCTOBER 11, 2022.

MARK ENVELOPE

“CRUSHED LIMESTONE”

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

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

SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

“CRUSHED LIMESTONE”

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing to **December 31, 2023**.

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.

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

Not later than **1:30 P.M., TUESDAY OCTOBER 11, 2022**.

MARK ENVELOPES:

“CRUSHED LIMESTONE”

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

SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2023 thru December 31, 2023.**

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

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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.

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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.

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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;
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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.

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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.

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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.

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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 AND BID FORM FOR CRUSHED LIMESTONE

TYPE	FOB	DELIVERED
0" – 2" CRUSHED LIMESTONE (PER TON)	\$ _____	\$ _____

EXCEPTIONS _____

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

Panola County will submit payment for the price bid per **TONS** only.

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

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

Bids shall be provided on this sheet.

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

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

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

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

DATE: _____

FIRM: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

DATE: _____

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 P.M., TUESDAY, OCTOBER 11, 2022.

MARK ENVELOPE

“PUG MILLING”

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:

PUG MILLING

TO PROVIDE for an annual contract commencing January 1, 2023 and continuing to December 31, 2023.

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, OCTOBER 11, 2022.

MARK ENVELOPES:

“PUG MILLING”

**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, 2023 thru December 31, 2023.**

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.

Signature of Bidder

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.

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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

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.

Signature of Bidder

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.

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.

Signature of Bidder

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

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.

Signature of Bidder

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.

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.

Signature of Bidder

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

PANOLA COUNTY

INSTRUCTIONS/TERMS OF CONTRACT

NOTICE OF INSURANCE SECTION

PLEASE READ CAREFULLY

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have B+ rating or better.

Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per occurrence/\$500,000 by disease aggregate.

Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Panola County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Panola County, Texas.

Panola County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Panola County, Texas through its County Judge, 110 S. Sycamore Rm 116A, Carthage, TX 75633, thirty (30) days written notice of same.

PUG MILLING

- 1. Description:** This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture through pug mill.
- 2. Delivery/PO:** County and vendor decides how many loads of road oil to be processed on any given day and at that time county personnel shall notify Panola County Road and Bridge Warehouse Coordinator to issue PO for delivery of product.
- 3. Materials:** The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with Rap and sand.
 - a.** The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.
 - b.** RAP shall be screened and/or crushed to 1-inch max size prior to mixing in pug mill with sand and road oil.
 - c.** If 100% sand mix is used for Proposalsding purposes use 6.5% road oil
- 4. Equipment:** All equipment for processing materials shall be maintained in good repair and operating conditions.
 - a.** A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP
 - b.** Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt-metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have minimum rate of 200 tons per hour.
 - c.** The road oil will be supplied by Panola County and each ticket shall have proof of tonnage from the supplier. The Pug mill shall have an asphalt meter that records the total gallons and/or tons from each load.
 - d.** Pug mill shall have a beltway belt scale system that will record and show the tons of material crossing the belt into pug mixer before road oil is mixed with it. Pug mill shall provide digital proof (picture and/or printed ticket), to Panola County Road and Bridge Department.

5. **Payment:** Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined by digital proof and the road oil BOL combined.
6. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1st bin used for RAP and the 2nd bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposaling purposes and 80% RAP and 2% sand mixture shall be maintained during mixing process.
7. Bids should be submitted on the attached bid form.
8. The term of the contract shall be from January 1, 2023 to December 31, 2023.
9. **Price Per Ton:**
 - a. Mixing only sand no screening or crushing of aggregates price will be \$ _____ per ton
 - b. If (RAP) is incorporated and Panola County requires the RAP to be screened, the price will be \$ _____ per ton.
 - c. If Panola County requires the RAP to be screened and oversize crushed the price will be \$ _____ per ton. These prices are based on finished material.
 - d. Each invoice shall identify the location of the work.

All labor, fuel, transportation costs necessary to operate the PUG MILL shall be the responsibility of the BIDDER.

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

THE ESTIMATED QUANTITY TO BE PROCESSED IN 2023 WILL BE AT LEAST 2000 TONS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR

EXCEPTIONS TO SPECIFICATIONS

1. _____

2. _____

3. _____

a. _____

b. _____

c. _____

4. _____

a. _____

b. _____

c. _____

5. _____

6. _____

7. _____

8. _____

9. _____

a. _____

b. _____

c. _____

d. _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

Non-collusion affidavit NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

_____, being first duly sworn, deposes and says that: (1) He/she is _____ of _____ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted _____, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signature)
(Title)

Subscribed and sworn to before me this __ day of _____, 20__
. By: _____
(Notary Public) My Commission Expires _____, 20__

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 OCTOBER 11, 2022.

MARK ENVELOPE

“DIESEL/GASOLINE”

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:

“DIESEL/GASOLINE”

TO PROVIDE for an annual contract commencing **January 1, 2023** and continuing to **December 31, 2023**.

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 OCTOBER 11, 2022**.

MARK ENVELOPES:

“DIESEL/GASOLINE”

**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, 2023 thru December 31, 2023.**

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 include (a) name and address of successful bidder, (b) Panola County Purchase Order number, (c) descriptive information as to the item(s) delivered, (d) rack pricing verification, (e) rack cost plus all other inclusive costs

ORDERING-Bidder will guarantee a 48-hour turnaround

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

FUEL SPECIFICATIONS

Diesel-Ultra low sulfur, Highway use, TexLed

Gasoline-No lead gasoline (E10, 87 Octane)

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Road and Bridge Warehouse.

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 9/20/21. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

The estimated quantity to be purchased in 2023 is 50,000 gallons of diesel and 40,000 gallons of gasoline. 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 = RACK PRICE + TAXES + VENDOR'S CONSTANT

THE BID FOR DIESEL/GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST PRICE PER UNIT.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to Melanie Earle, Road and Bridge Warehouse Coordinator.

PANOLA COUNTY
WORKSHEET FOR FUEL BID PROPOSAL

Name of Company submitting bid: _____

Name and telephone number/email of person to contact to request deliveries:

All prices must be figured for the following date: 9/20/22

Please complete information on the following:

1. No-lead gasoline (E10, 87 Octane)

Rack price	_____
State Tax	_____
Vendor's constant	_____
(Freight, Loading Fees, and vendor's profit)	_____
Bid Price	_____

2. Diesel Fuel (Ultra low sulfur diesel, Highway use, TexLed)

Rack price	_____
State Tax	_____
Vendor's constant	_____
(Freight, Loading Fees, and vendor's profit)	_____
Bid Price	_____

NUMBER OF TANKS: 1-GASOLINE 4-DIESEL

GASOLINE TANK = 6,000 GALLONS

DIESEL TANK = 6,000 GALLONS

DIESEL TANK = 8,000 GALLONS

DIESEL TANK = 10,000 GALLONS

DIESEL TANK = 6,000 GALLONS

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

DATE: _____

COMPANY NAME: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

ACCEPTED:

COUNTY JUDGE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

_____, being first duly sworn, deposes and says that: (1) He/she is _____, of _____ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted _____, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

_____ (Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

By: _____

(Notary Public) My Commission Expires _____, 20__.

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, OCTOBER 11, 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 **January 1, 2023** and continuing until **December 31, 2023**.

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 PM TUESDAY, OCTOBER 11, 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 **January 1, 2023 thru December 31, 2023.**

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/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

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

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

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

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

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

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

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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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.

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

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Signature of Bidder

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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.

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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: _____

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:

Comstock Resources Inc proposes to place a
(COMPANY NAME)

10" lay flat Temp water line line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 34 / 3022 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 1.3 miles, 300 line in Panola County.
2.2 miles, 3022

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 15th day of
September.

FIRM: Comstock Resources
BY: Ryan Ferguson
TITLE: Senior Surface Landman
ADDRESS: 1606 S. FM 2199
Marshall, TX 75672
PHONE: () _____

832-264-8678



APPROVAL

September 13, 2022

TO: Comstock Resource, Inc.
Attn: Ryan Ferguson
1506 S. FM 2199
Marshall, TX 75672

RE: **CR #311 & #3122**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **10" lay flat temporary water lines** within the right-of-way of County Roads **#311 & #3122** 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 RD

36"N- 94°14'56.22"W #5

Tiller Water 32°21'27.74"N- 94°14'7.03"W #3

Timmons-Tiller-Findley

Timmons TB 3 3H
Roberts TTB H 2H
Roberts BF H 1H

Roberts TBT 1H
TILLER BT 1H

Markrider Cemetery

1311

3122

Tiller Water 32°21'16.34"N- 94°13'5.07"W

Woodley Cemetery

1311

3122

Tiller Water 32°20'54.14"N- 94°14'22.68"W

MIMS CHAPEL

Bethel Methodist Church Campground

312

Sparks McJimsey

SPARKS MCJIMSEY 6H

SPARKS MCJIMSEY 6H

311

SON SPARKS MT B 2H SPARKS MLT H 1H

3123

Google Earth



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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

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

of County Road: CR 264 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 See drawing 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 23rd day of
January 2023.

FIRM: Atmos Energy
BY: David R. Beane
TITLE: Right of Way Agent II
ADDRESS: 5430 LBJ Freeway
Dallas, TX 75240
PHONE: (214) 263-3291

APPROVAL

September 13, 2022

TO: Atmos Energy Corp.
Attn: Tyler Reimann
Sr. Right of Way Agent - Percheron

RE: **CR #264, #2641, #265 (2), #3062, & #3063**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **36" steel lines** within the right-of-way of County Roads **#264, #2641, #265 (2), #3062, & #3063** 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:

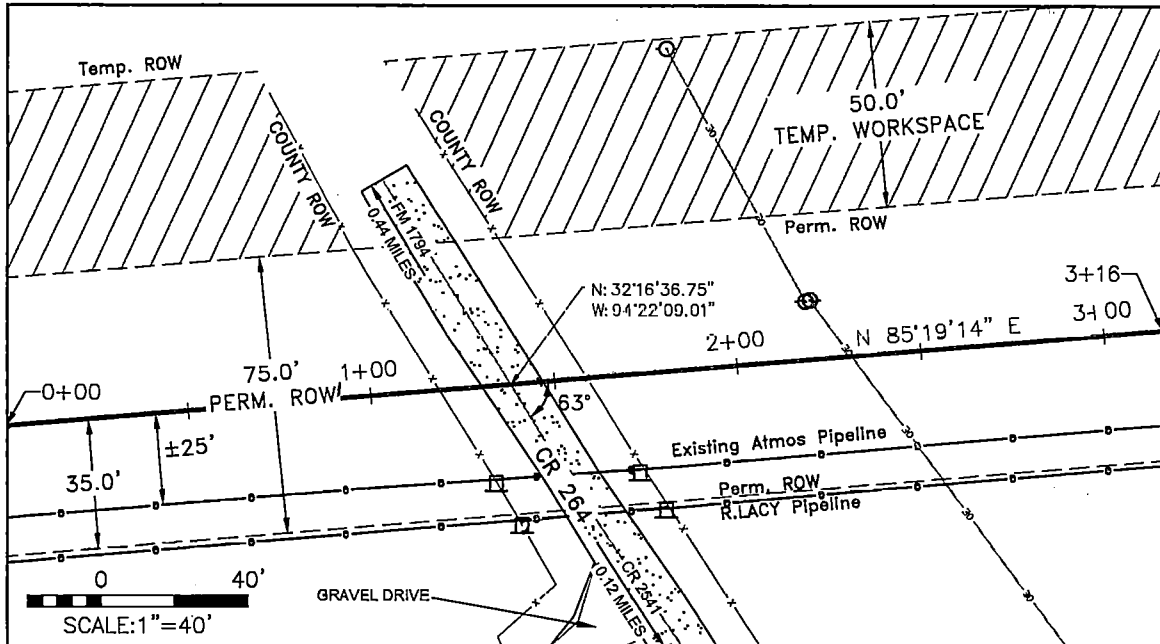
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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



CARRIER PIPE:
 36" X 0.750" WT, API 5L, X65
 w/ 14-16 mils FBE & 30 mils ARO

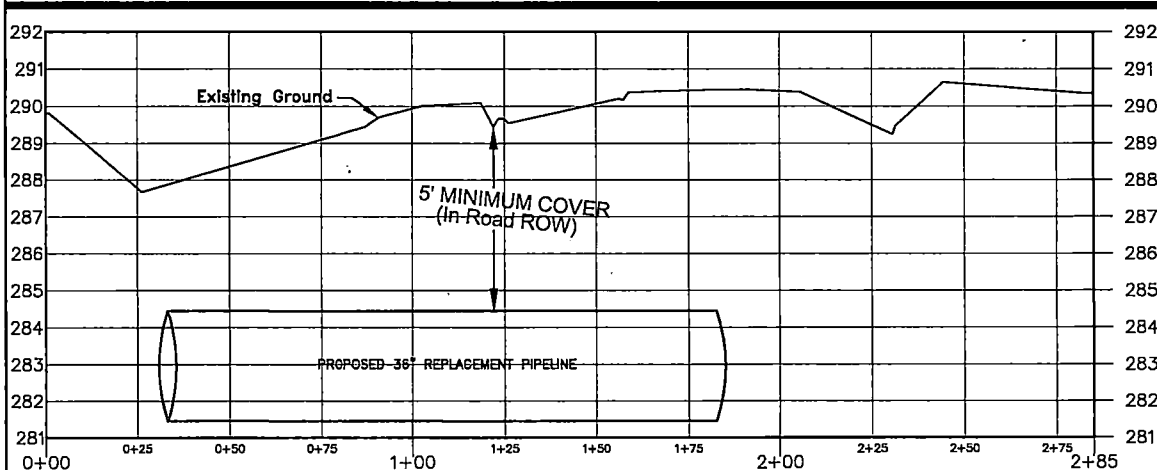
PANOLA COUNTY

LEGEND:

- PL — PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING ROADWAY
- WIRE FENCE
- OVERHEAD ELECTRIC
- PIPELINE
- WATER LINE
- SIGN
- POWER POLE

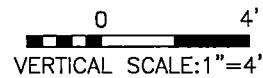
ROADWAY DATA:

- 1+18 WIRE FENCE
- 1+24 SLOPE BOTTOM
- 1+30 SLOPE TOP
- 1+30 EDGE PAVEMENT
- 1+37 CENTERLINE ROAD
- 1+46 EDGE PAVEMENT
- 1+52 SLOPE BOTTOM
- 1+58 WIRE FENCE
- 2+31 OVERHEAD ELEC.



NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202), AS DERIVED FROM GPS OBSERVATION.



KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
 T.903-236-7700 F.903-236-7779
 www.ksaeng.com
 TBPLS FIRM REG. NO. 1011500



TRACT 412-1 (CR 264)		SHT 10F1
EXHIBIT "A"		
ATMOS ENERGY		
PROPOSED PERMIT PLAT		
CROSSING CR 264		
PANOLA COUNTY, TEXAS		
DRAWN BY: CBH	DATE: 7/25/2022	
SCALE: SCALE: 1"=40'	DWG. NO. CR264	

**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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

36" steel line within the Right-of-Way
(PIPE SIZE)

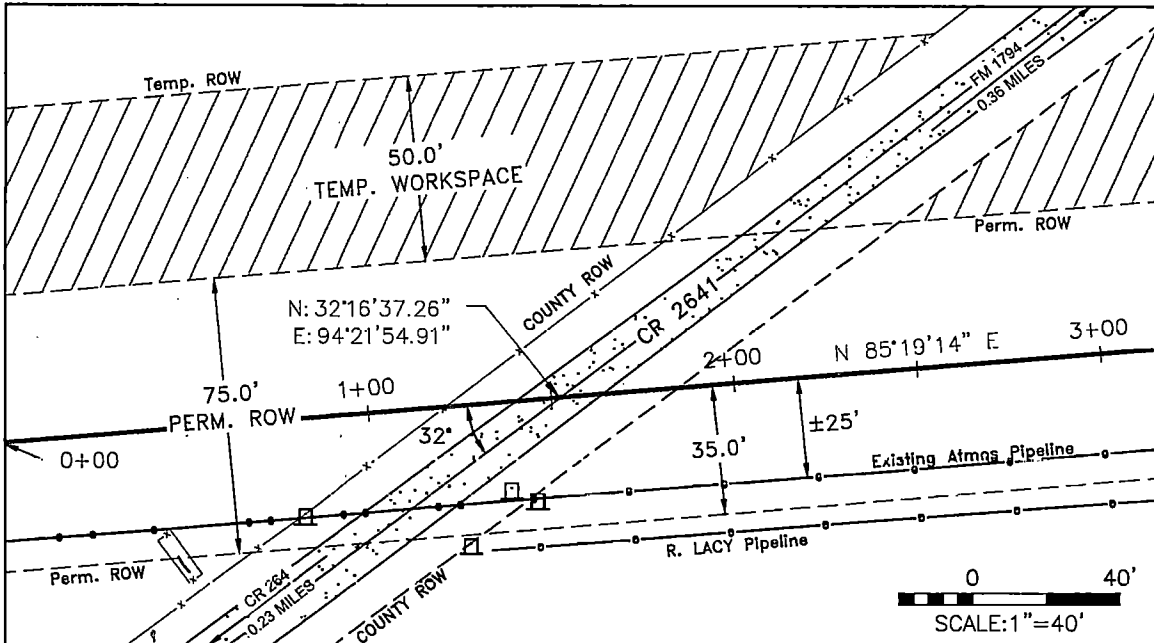
of County Road; CR 2641 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of See drawing 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 23rd day of
January 2023.

FIRM: Atmos Energy
BY: David R. Boone
TITLE: Right of Way Agent II
ADDRESS: 5430 L.B. Fry
Dallas, TX 75240
PHONE: (214) 263-3291



PANOLA COUNTY

CARRIER PIPE:

36" X 0.750" WT, API 5L, X65
w/ 14-16 mils FBE & 30 mils ARO

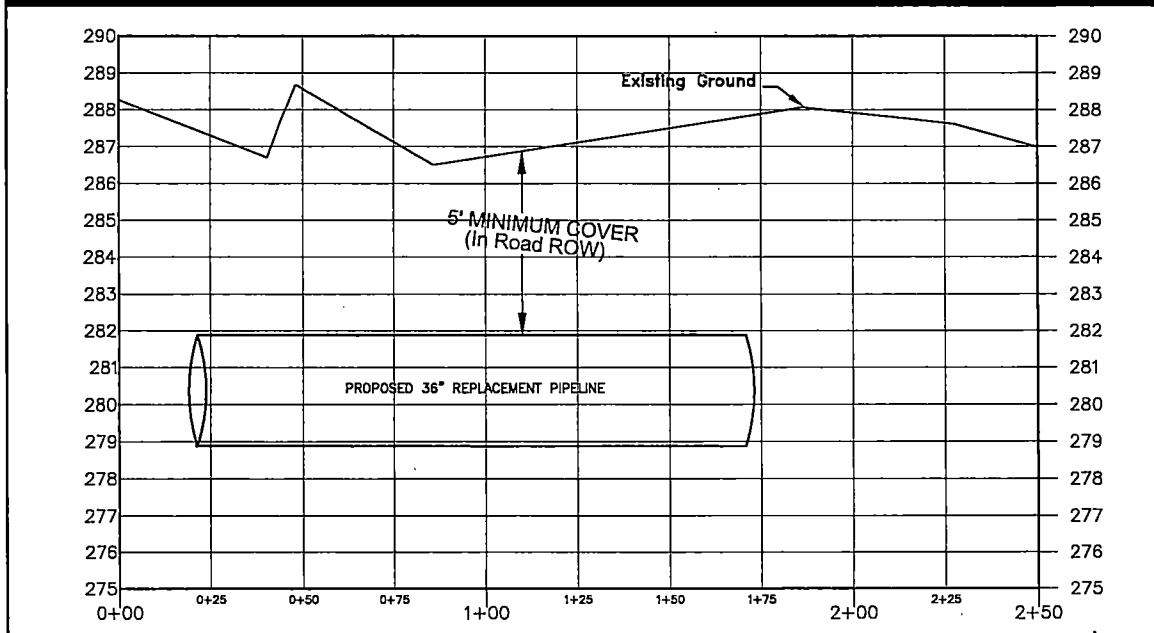
PL	PROPERTY LINE
	PROPOSED PIPELINE
	EXISTING ROADWAY
x	WIRE FENCE
o	OVERHEAD ELECTRIC
o	PIPELINE
o	WATER LINE
□	SIGN
○	POWER POLE

1+20 WIRE FENCE

1+40 EDGE PAVEMENT

1+62 CENTERLINE ROAD

1+64 EDGE PAVEMENT



NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.

TRACT 407-3 (CR 2641) SHT 10F1

EXHIBIT "A"

ATMOS ENERGY

PROPOSED PERMIT PLAT

CROSSING CR 2641

PANOLA COUNTY, TEXAS

DRAWN BY: CBH	DATE: 7/28/2022
SCALE: SCALE: 1"=40'	DWG. NO. FM2792

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
T.903-236-7700 F.903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500



**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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

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

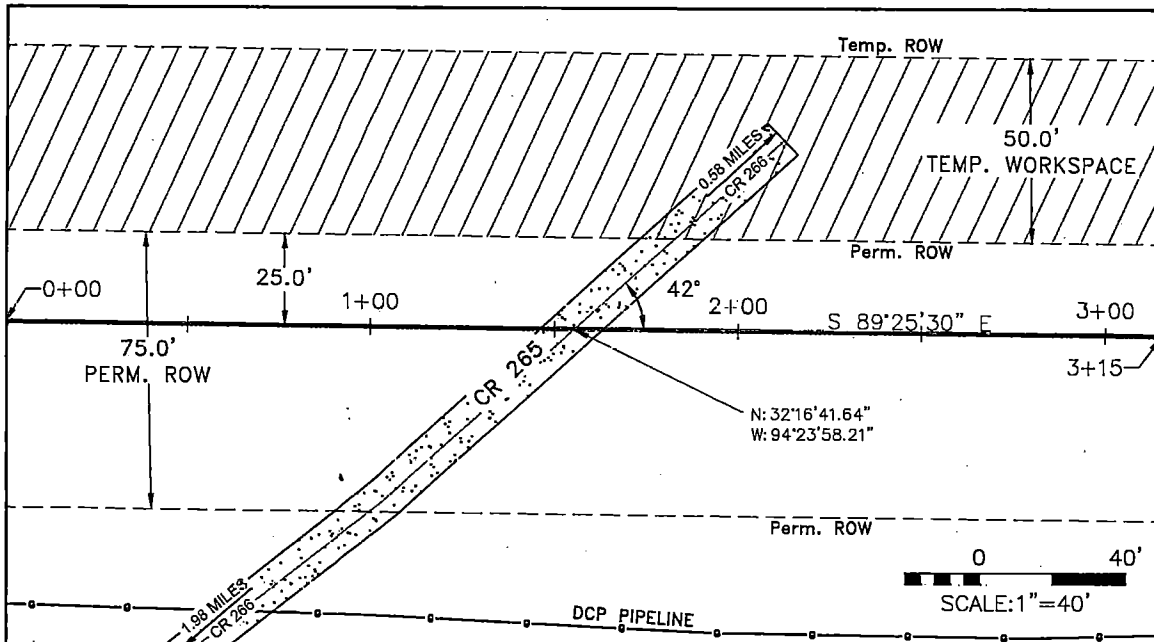
of County Road: CR 265 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of See drawing 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 23rd day of
January 2023

FIRM: Atmos Energy
BY: David R. Beane
TITLE: Right of Way Agent II
ADDRESS: 5430 LBJ Freeway
Dallas, TX 75240
PHONE: (214) 263-3291

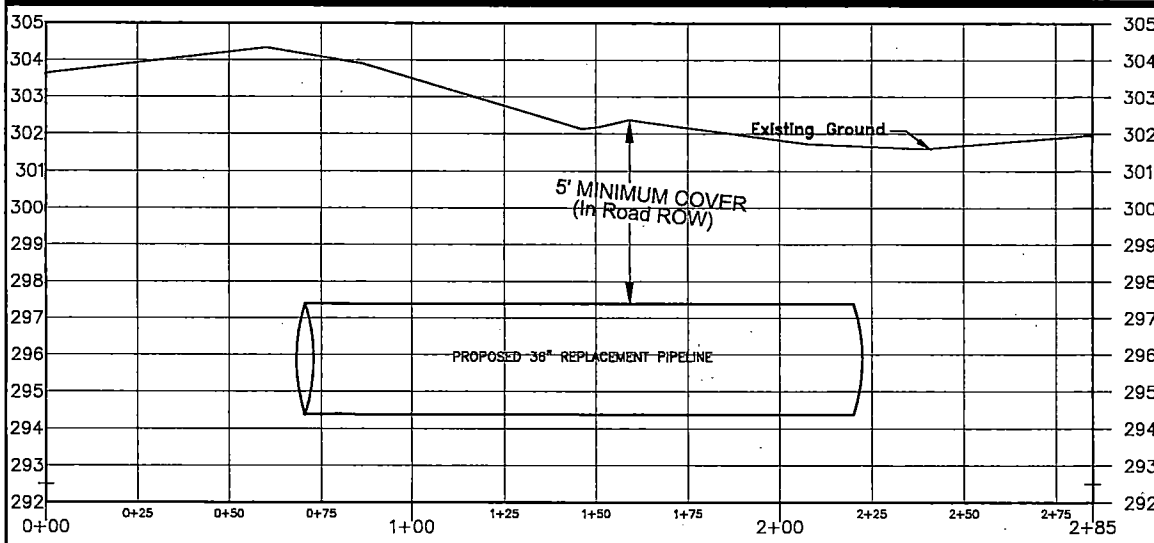


CARRIER PIPE:
36" X 0.750" WT, API 5L, X65
w/ 14-16 mils FBE & 30 mils ARO

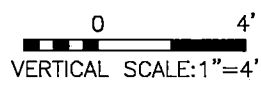
PANOLA COUNTY

- PL — PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING ROADWAY
- WIRE FENCE
- OVERHEAD ELECTRIC
- PIPELINE
- WATER LINE
- SIGN
- POWER POLE

1+46 EDGE PAVEMENT
1+56 CENTERLINE ROAD
1+64 EDGE PAVEMENT



NOTES
1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.



KSA

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T. 903-236-7700 F. 903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

ATMOS energy

409-1 (CR 265)		SHT 10F1
EXHIBIT "A"		
ATMOS ENERGY		
PROPOSED PERMIT PLAT		
CROSSING CR 265		
PANOLA COUNTY, TEXAS		
DRAWN BY: CBH	DATE: 7/25/2022	
SCALE: SCALE: 1"=40'	DWG. NO. CR265	

**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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

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

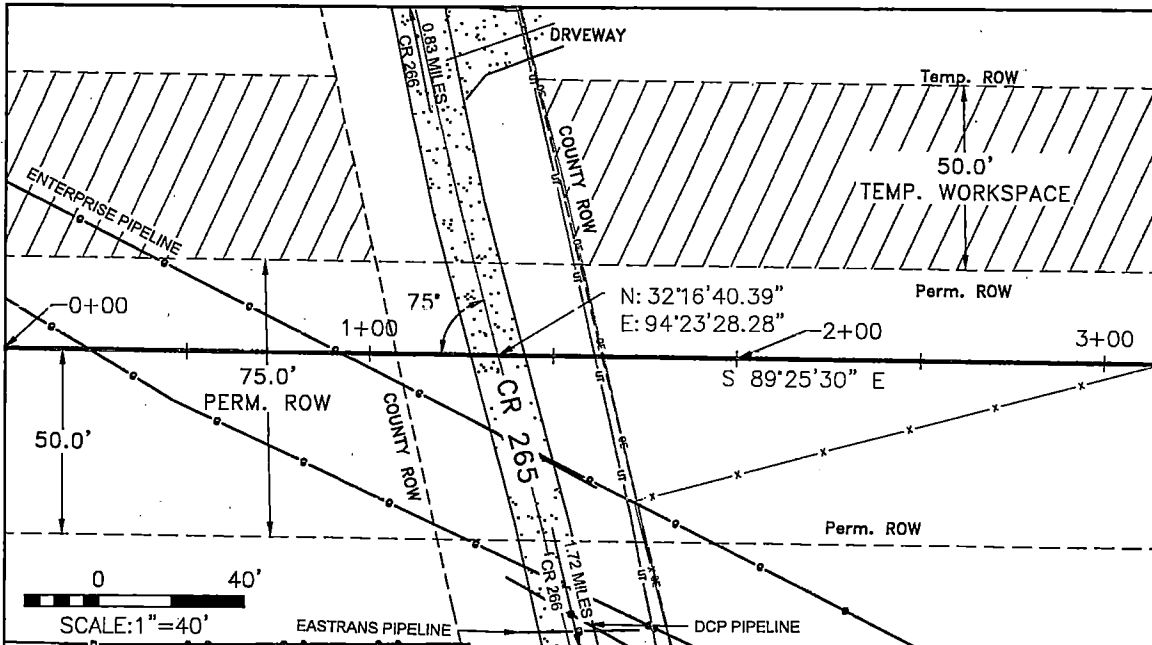
of County Road: CR 26.5 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of See drawing 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 23rd day of
January 2023

FIRM: Atmos Energy
BY: David R. Beane
TITLE: Right of Way Agent II
ADDRESS: 5430 LBJ Freeway
Dallas, TX 75240
PHONE: (214) 263-3291



PANOLA COUNTY

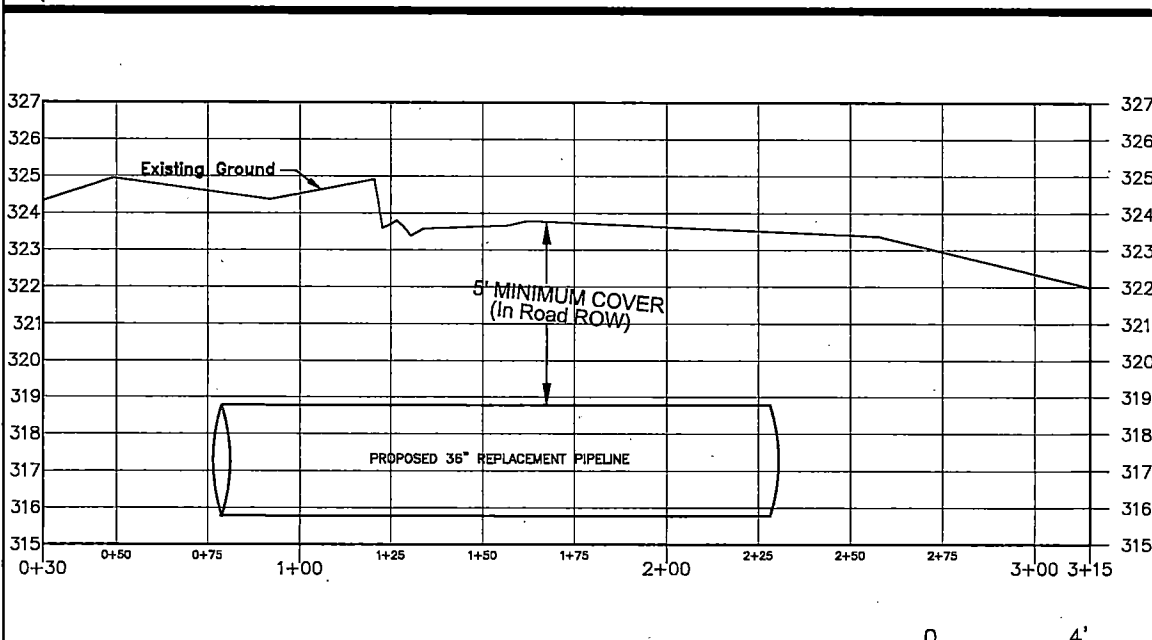
CARRIER PIPE:

36" X 0.750" WT, API 5L, X65
w/ 14-16 mils FBE & 30 mils ARO

Legend:

- PL — PROPERTY LINE
- PROPOSED PIPELINE
- - - - - EXISTING ROADWAY
- x - x - WIRE FENCE
- o - o - OVERHEAD ELECTRIC
- o - PIPELINE
- w - WATER LINE
- S - SIGN
- P - POWER POLE

0+24	PIPELINE
0+92	PIPELINE
1+16	SLOPE TOP
1+22	SLOPE BOTTOM
1+28	EDGE PAVEMENT
1+35	CENTERLINE ROAD
1+42	EDGE PAVEMENT
1+49	SLOPE BOTTOM
1+59	SLOPE TOP
1+51	UNDERGROUND TEL.
1+64	OVERHEAD ELECTRIC



NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.

0 4'
VERTICAL SCALE: 1"=4'

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
T. 903-236-7700 F. 903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

ATMOS energy

TRACT 410-1 (CR 265) SHT 10F1	
EXHIBIT "A"	
ATMOS ENERGY	
PROPOSED PERMIT PLAT	
CROSSING CR 265	
PANOLA COUNTY, TEXAS	
DRAWN BY: CBH	DATE: 7/25/2022
SCALE: SCALE: 1"=40'	DWG. NO. CR265

**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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

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

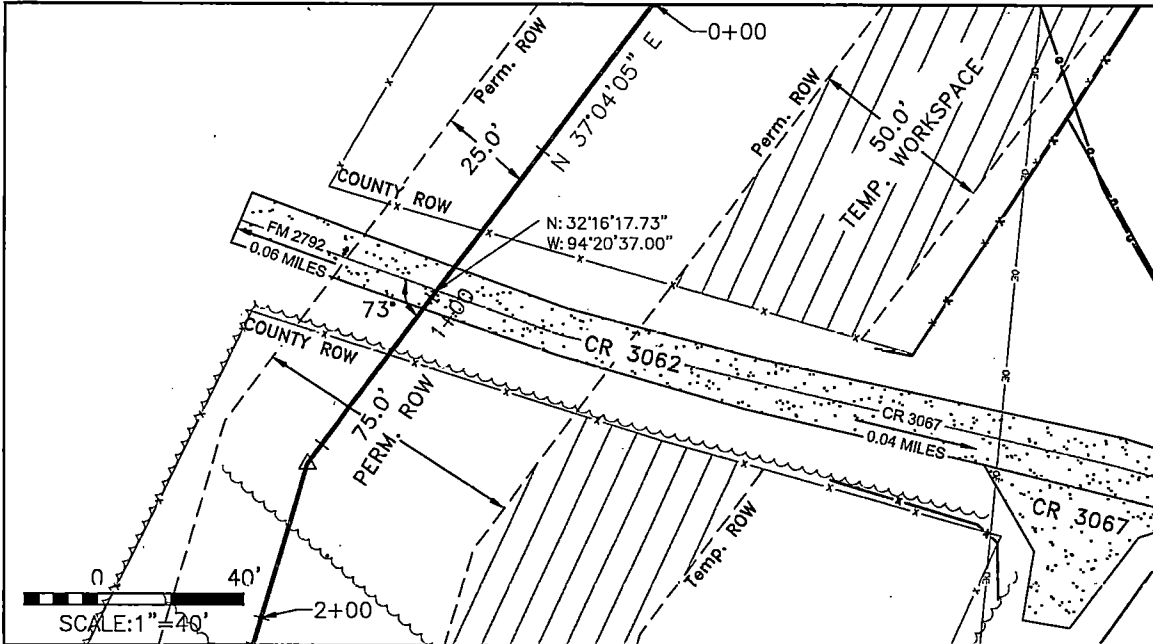
of County Road: CR 3062 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of See drawing 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 23rd day of
January 2023

FIRM: Atmos Energy
BY: David R. Beane
TITLE: Right of Way Agent II
ADDRESS: 5430 LBJ Fwy
Dallas, TX 75240
PHONE: (214) 263-3291



SCALE: 1" = 40'

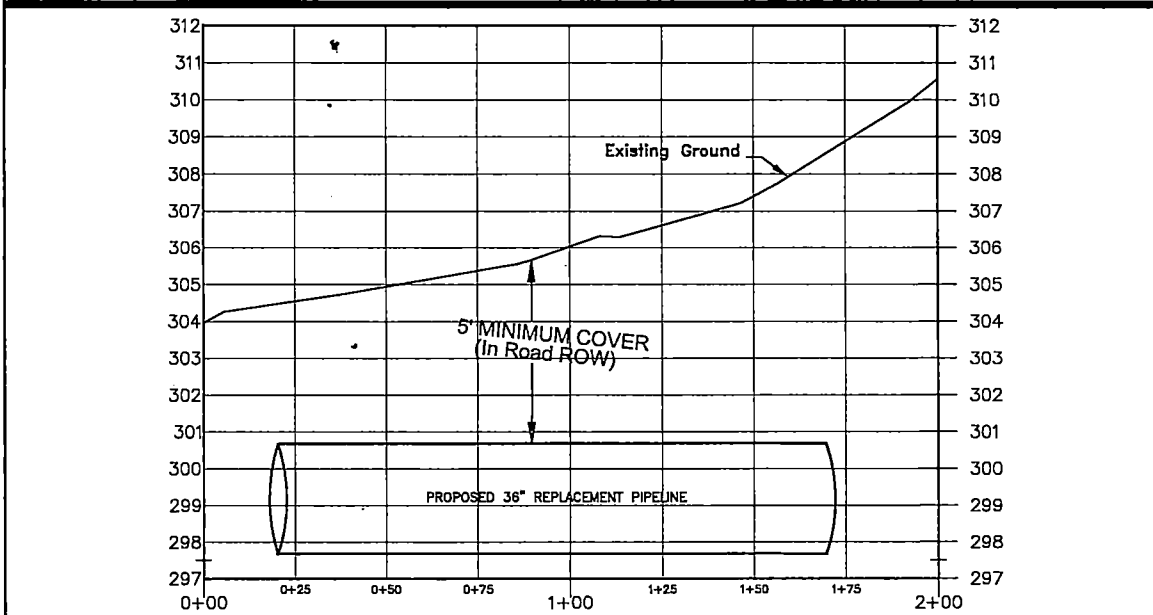
CARRIER PIPE:
 36" X 0.750" WT, API 5L, X65
 w/ 14-16 mils FBE & 30 mils ARO

PANOLA COUNTY

- PL — PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING ROADWAY
- WIRE FENCE
- OVERHEAD ELECTRIC
- PIPELINE
- WATER LINE
- SIGN
- POWER POLE



- 0+76 WIRE FENCE
- 0+89 EDGE PAVEMENT
- 0+97 CENTERLINE ROAD
- 1+08 EDGE PAVEMENT
- 1+17 EDGE WOODLINE
- 1+18 WIRE FENCE
- 1+74 EDGE WOODLINE



VERTICAL SCALE: 1" = 4'

NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.

Tract 424-3 (CR 3062) SHT 10F1

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
 T.903-236-7700 F.903-236-7779
 www.ksaeng.com
 TBPLS FIRMA REG. NO. 1011500

ATMOS energy

EXHIBIT "A"
ATMOS ENERGY
PROPOSED PERMIT PLAT
CROSSING CR 3062
PANOLA COUNTY, TEXAS

DRAWN BY: CBH

DATE: 7/27/2022

SCALE: SCALE: 1"=40'

DWG. NO. CR3062

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:

Atmos Energy Corp. proposes to place a
(COMPANY NAME)

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

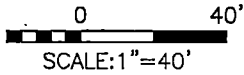
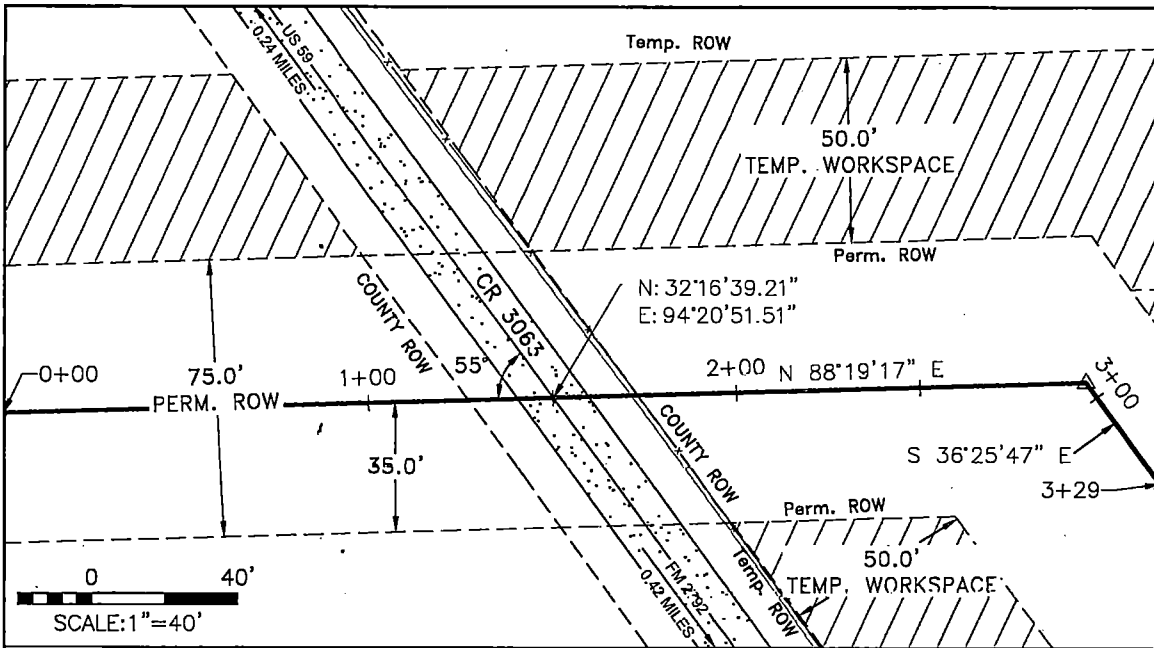
of County Road: CR 3063 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of See drawing 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 23rd day of
January 2023.

FIRM: Atmos Energy
BY: David R. Beane
TITLE: Right of Way Agent II
ADDRESS: 5430 LBJ Freeway
Dallas, TX 75240
PHONE: (214) 263-3291



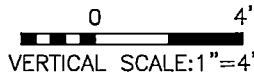
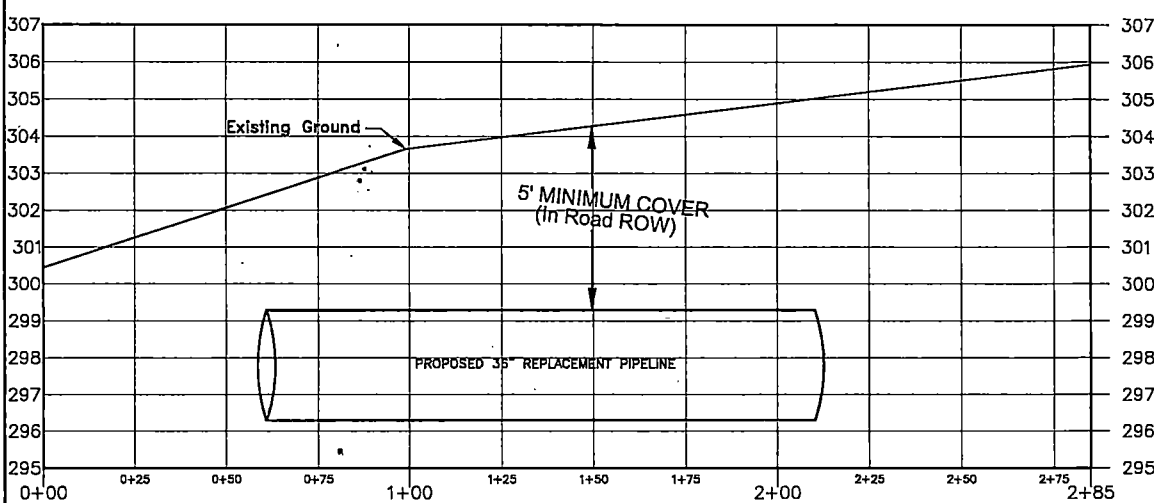
CARRIER PIPE:
 36" X 0.750" WT, API 5L, X65
 w/ 14-16 mils FBE & 30 mils ARO

PANOLA COUNTY

- PL — PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING ROADWAY
- WIRE FENCE
- OVERHEAD ELECTRIC
- PIPELINE
- WATER LINE
- SIGN
- POWER POLE



- 1+27' EDGE PAVEMENT
- 1+50' CENTERLINE ROAD
- 1+60' EDGE PAVEMENT
- 1+77' WOOD LINE
- 1+73' WIRE FENCE



NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
 T. 903-236-7700 F. 903-236-7779
 www.ksaeng.com
 TBPLS FIRM REG. NO. 1011500

ATMOS
 energy

TRACT 419-1 (CR 3063) SHT 10F1

EXHIBIT "A"
 ATMOS ENERGY
 PROPOSED PERMIT PLAT
 CROSSING CR 3063
 PANOLA COUNTY, TEXAS

DRAWN BY: CBH

DATE: 7/28/2022

SCALE: SCALE: 1"=40'

DWG. NO. CR3063



FISCAL YEAR 2023
VEHICLE INVENTORY TAX INTEREST FUND


Fund: 190 - V.I.T. INTEREST REVENUES

	CASH BALANCE	693
<u>190-360-41001</u>	INTEREST EARNINGS	325
		<u>1,018</u>

EXPENDITURES

<u>190-499-51040</u>	DEPUTIES	708
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	55
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	170
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	4
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	71

Fund 190 Total: 1,018


APPROVED BY HOLLY GIBBS, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

9-7-22
DATE

In accordance with section 111.095 of the local government code I hereby approve and submit this budget to the county budget officer.

IN RE:
FIXING COMPENSATION 2023
COUNTY AUDITOR
JENNIFER STACY

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2022

ORDER

On this the 28th day of July, 2022, came on to be considered annual compensation for the County Auditor of Panola County, Texas for fiscal year beginning January 1, 2023 through December 31, 2023.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.031 and 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 9:00 a.m., in the District Court of Panola County, Texas.

Said hearing was held by the Court, and the salary of the County Auditor, JENNIFER STACY, of said County was set at \$77,000 for the 2023 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2023, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to JENNIFER STACY, County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the County Auditor, JENNIFER STACY for FY 2023 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 28 day of July, 2022.

Leann Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

7-28-22
Date

Lindsey Smith
Deputy Clerk

FILED

At 10:02 O'clock A M.

JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX

BY: _____ DEPUTY

IN RE:
FIXING COMPENSATION 2023
CHRISTINA CHATMAN
ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2022

FILED
At 10:02 O'clock A. M.

JUL 28 2022
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX

BY: _____ DEPUTY

ORDER

On this the 28th day of July, 2022, came on to be considered annual compensation for CHRISTINA CHATMAN, Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2023 through December 31, 2023.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 9:00 a.m., via Zoom by the District Court of Panola County, Texas.

Said hearing was held by the Court, and the salary for CHRISTINA CHATMAN was set at \$49,200 for the 2023 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2023, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to CHRISTINA CHATMAN, Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the CHRISTINA CHATMAN Assistant County Auditor for FY 2023 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 28 day of July, 2022.

Leann Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

7-28-22
Date

Lindsey Smith
Deputy Clerk



IN RE:
FIXING COMPENSATION 2023
ROBYN KLYSEN
FIRST ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS
MAY TERM 2022

ORDER

FILED
At 10:02 O'clock A.M.
JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

On this the 28th day of July, 2022, came on to be considered annual compensation for ROBYN KLYSEN, First Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2023 through December 31, 2023.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 9:00 a.m., in the District Court of Panola County, Texas.

Said hearing was held by the Court, and the salary for ROBYN KYLSEN was set at \$43,000 for the 2023 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2023, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to ROBYN KYLSEN, First Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the ROBYN KYLSEN First Assistant County Auditor for FY 2023 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 28 day of July, 2022.

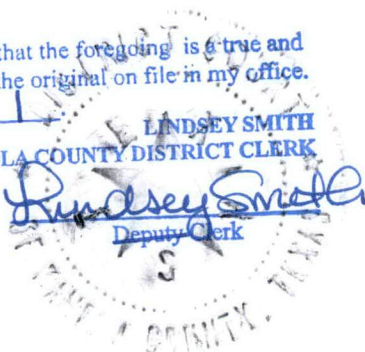
Leann Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

7-28-22
Date

Lindsey Smith
Deputy Clerk



IN RE:
FIXING COMPENSATION 2023
JANET BARNETT
ASSISTANT COUNTY AUDITOR

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS

MAY TERM 2022

ORDER

FILED
At 10:02 O'clock A.M.
JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

On this the 28th day of July, 2022, came on to be considered annual compensation for JANET BARNETT, Assistant County Auditor of Panola County, Texas for fiscal year beginning January 1, 2023 through December 31, 2023.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 9:00 a.m., in the District Court of Panola County, Texas.

Said hearing was held by the Court, and the salary for JANET BARNETT was set at \$43,000 for the 2023 fiscal year.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2023, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to JANET BARNETT, Assistant County Auditor of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the JANET BARNETT Assistant County Auditor for FY 2023 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 28 day of July, 2022.

Leann Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1
LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
7-28-22
Date *Lindsey Smith*
Deputy Clerk

IN RE:
FIXING COMPENSATION 2023
COURT REPORTER
CAROL MIXON

IN THE 123RD DISTRICT COURT
PANOLA COUNTY, TEXAS

MAY TERM 2022
FILED
At 10:02 O'clock A.M.

ORDER

JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

On this the 28th day of July, 2022 came on to be considered annual compensation for the CAROL MIXON, Court Reporter of the 123rd District Court for duties in Panola County, Texas for fiscal year beginning January 1, 2023 through December 31, 2023.

Pursuant to the provisions of the Texas Local Government Code, Annotated Section 152.905 as amended, notice was given of a public hearing to be held on this date, commencing at 9:00 a.m., by the District Court of Panola County, Texas

Said hearing was held by the Court, and the salary of the Court Reporter of said County was set at \$45,975.

IT IS THEREFORE ORDERED that the Commissioner's Court of Panola County, Texas pay said salary as described above and order said amount placed on the Commissioner's Court Salary Schedule for Fiscal Year 2023, as filed in the minutes of the Commissioner's Court, and furthermore that Joni Reed, Treasurer of Panola County, Texas pay said salary to Carol Mixon, the Court reporter of the 123rd District Court of Panola County, Texas.

IT IS FURTHER ORDERED that the fringe benefits incident to employment available to the Court Reporter for FY 2023 shall be equal to those available to other Panola County Employees.

SIGNED AND ORDERED this 28 day of July, 2022.

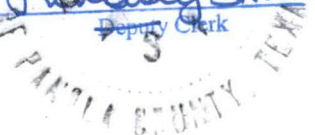
Leann Kay Rafferty
LEANN KAY RAFFERTY, DISTRICT JUDGE

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

7-28-22
Date

Lindsey Smith
Deputy Clerk



FILED
At 10:03 O'clock A M.

SEP 01 2022

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
CLERK AT LAW, PANOLA CO., TX
BY: Heather Green DEPUTY

WRITTEN OATH OF OFFICE

I, **JENNIFER STACY**, do solemnly swear (or affirm), that I have held the position of public trust as follows:

<u>POSITION</u>	<u>DATES SERVED</u>
Panola County 2 nd Assistant Auditor	6/03/2003 thru 08/14/2008
Panola County 1 st Assistant Auditor	08/15/2008 thru 8/31/2018
Panola County Auditor	09/01/2018 thru 08/31/2022

FILED FOR RECORD
IN MY OFFICE
AT 9:15 O'CLOCK A M.

OCT 18 2022

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

I furthermore solemnly swear (or affirm), that I have met the qualifications required for County Auditors as outlined in Chapter 84 of Texas Local Government Code as enacted by Acts 1987, as amended, and that I will not be personally interested in a contract with the county while serving as Panola County Auditor.

Jennifer Stacy
Jennifer Stacy, Panola County Auditor

Subscribed and sworn to before me, this 15th day of September A.D. 2022.

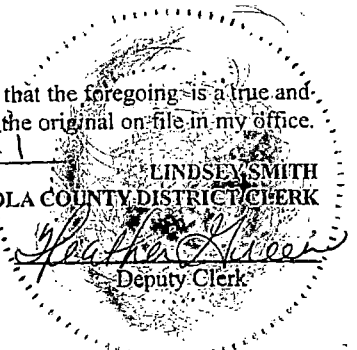
LeAnn Kay Rafferty
Honorable LeAnn Kay Rafferty
123rd Judicial District Judge

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

09/01/22
Date

Heather Green
Deputy Clerk



FILED
At 10:03 O'clock A M.

SEP 01 2022

OATH OF OFFICE
PANOLA COUNTY AUDITOR

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: Heather Green DEPUTY

"I, Jennifer Stacy, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 1st day of September 2022.

Jennifer Stacy
Jennifer Stacy

Subscribed and sworn to before me this the 1 day of September 2022
by Jennifer Stacy.

FILED FOR RECORD
IN MY OFFICE

AT 9:15 O'CLOCK A M.

OCT 18 2022

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

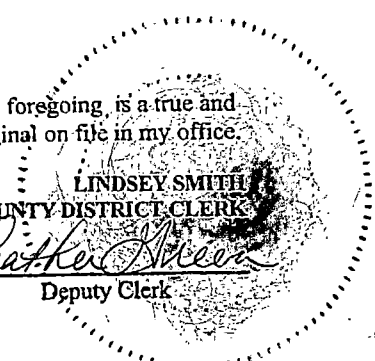
LeAnn Kay Rafferty
LeAnn Kay Rafferty
123rd Judicial District Court of Texas
Panola County, Texas

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1.

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

9/1/22
Date

Heather Green
Deputy Clerk



FILED FOR RECORD
IN MY OFFICE
AT 9:15 O'CLOCK A M

FILED
At 10:03 O'clock a M.

OCT 18 2022

BOND APPROVAL

SEP 01 2022

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

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: Heather Green DEPUTY

In accordance with Chapter 84.021(c) of , Local Government Code, as enacted by
Acts 1987, as amended, I hereby approve Bond #32S577699 (copy attached) of the
County Auditor of Panola County.

LeAnn Kay Rafferty

LeAnn Kay Rafferty
District Judge
123rd Judicial District



CONTINUATION CERTIFICATE

The Ohio Casualty Insurance Company Surety upon:
a certain Bond No.: 32S577699
Cross Ref Bond No.:
dated effective: September 1, 2018
on behalf of: JENNIFER SULLIVAN STACY
and in favor of: DISTRICT JUDGE OF PANOLA COUNTY

does hereby continue said bond in force for the further period:

beginning on: August 31, 2022

and ending on: August 31, 2024

Amount of bond: \$5,000.00

Description of bond: County Auditor

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

Signed and dated on: August 25, 2022

Surety Name: The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Agency Name: Richard H. Thomas Inc.

Agency Address: 101 W Sabine Street, Carthage, TX 75633-2609

Agency Telephone:



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: JENNIFER SULLIVAN STACY
Agency Name: Richard H. Thomas Inc. Bond Number: 32S577699
Obligee: DISTRICT JUDGE 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 Timothy A. Mikolajewski in the city and state of Seattle, WA, 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
COUNTY OF MONTGOMERY SS

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 Plymouth Meeting, 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 1126044
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 25th day of August, 2022.

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 3 of 3



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

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
[Signature]
Deputy Clerk
Date: 9/1/22



FILED FOR RECORD
IN MY OFFICE

AT 9:15 O'CLOCK A M

OFFICIAL BOND AND OATH
07/18/2022

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

BY B. DAVIS DEPUTY Number: 999026518

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Christina Chatman
of 732 County Road 121, 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 Five Thousand Dollars And Zero Cents
(\$5,000.00), 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 11th day of August, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,
That whereas, the above bounden Principal was on the 08/31/2022, duly Appointed
(elected/appointed) to the office of Assistant County Auditor in and for
PANOLA County in the State of Texas, for a term commencing on the 31st day of August, 2022
and ending August 31, 2024.

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 performance of the duties of county auditor

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.

Christina Chatman

BY: _____
Principal

The Ohio Casualty Insurance Company
Surety

Countersigned
BY: _____
Texas Resident Agent

BY: Timothy A. Mikolajewski
Attorney-in-Fact
Timothy A. Mikolajewski



ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____, ss

Before me, _____, on this day, personally appeared, Christina Chatman
_____, 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 _____, Texas, this the _____ day of _____,

SEAL

Notary Public

County, Texas



FILED FOR RECORD
IN MY OFFICE

AT 9:15 O'CLOCK A M

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

OCT 18 2022
PUBLIC OFFICIAL BOND

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

No. 999156179

KNOW ALL MEN BY THESE PRESENTS:

That we Macaria Janet Barnett
of 851 FM 31 South, 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 Panola County

County Auditors Office Rm 213A, 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 Assistant County Auditor for a term beginning on August 31, 2022 and ending on August 31, 2024.

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 Panola County

County Auditors Office Rm 213A, 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 August 11, 2022.

Macaria Janet Barnett

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski
Timothy A. Mikolajewski Attorney-in-Fact



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: Macaria Janet Barnett
Agency Name: Richard H. Thomas Inc. Bond Number: 999156179
Obligee: 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 Timothy A. Mikolajewski in the city and state of Seattle, WA, 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 Plymouth Meeting, 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 1126044
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 11th day of August, 2022.



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

AT 9:15 O'CLOCK A M



OCT 18 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

PUBLIC OFFICIAL BOND
BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B Davis DEPUTY

No. 999151146

KNOW ALL MEN BY THESE PRESENTS:

That we Robyn Klysen
of 401 N Browning St, 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 COUNTY JUDGE

OF PANOLA COUNTY
110 S SYCAMORE, 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 ASSISTANT COUNTY AUDITOR for a term beginning on August 31, 2022 and ending on August 31, 2024.

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 COUNTY JUDGE OF PANOLA COUNTY
110 S SYCAMORE, 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 August 11, 2022.

Robyn Klysen

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski
Timothy A. Mikolajewski

Attorney-in-Fact



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: Robyn Klysen

Agency Name: Richard H. Thomas Inc.

Bond Number: 999151146

Obligee: COUNTY JUDGE 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 Timothy A. Mikolajewski in the city and state of Seattle, WA, 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: *David M. Carey*

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 Plymouth Meeting, 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: *Teresa Pastella*
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 11th day of August, 2022.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

FILED FOR RECORD
IN MY OFFICE
AT 9:15 O'CLOCK A M

OATH OF OFFICE
PANOLA COUNTY ASSISTANT AUDITOR

OCT 18 2022

"I, Christina Chatman, do solemnly swear (or affirm), before the undersigned official and God the following:

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

1. That I will faithfully execute the duties of the office of Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 1st day of September, 2022.

Christina Chatman
Christina Chatman

Subscribed and sworn to before me this the 1st day of September 2022 by Christina Chatman.

LeAnn Kay Rafferty
LeAnn Kay Rafferty
123rd Judicial District Court of Texas
Panola County, Texas

FILED
At 10:03 O'clock A M.
SEP 01 2022
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: *Heather Green* DEPUTY

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1
LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
9/1/22 *Heather Green*
Date Deputy Clerk

AT 9:15 O'CLOCK A M

OCT 18 2022

OATH OF OFFICE
PANOLA COUNTY ASSISTANT AUDITOR

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

"I, Janet Barnett, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 1st day of September, 2022.

Janet Barnett
Janet Barnett

Subscribed and sworn to before me this the 1st day of September 2022 by Janet Barnett.

LeAnn Kay Rafferty
LeAnn Kay Rafferty
123rd Judicial District Court of Texas
Panola County, Texas

FILED
At 10:03 O'clock a M.
SEP 01 2022

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: Leather Green DEPUTY

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
9/1/22 Leather Green
Date Deputy Clerk

AT 9:15 O'CLOCK A M.

OATH OF OFFICE
PANOLA COUNTY FIRST ASSISTANT AUDITOR

OCT 18 2022

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

"I, Robyn Klysen, do solemnly swear (or affirm), before the undersigned official and God the following:

1. That I will faithfully execute the duties of the office of First Assistant County Auditor, of the County of Panola, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of the United States and this State;
2. That I have neither directly nor indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward for the appointment to this office, so help me God."

Signed this the 1st day of September, 2022.

Robyn Klysen
Robyn Klysen

Subscribed and sworn to before me this the 1st day of September 2022 by Robyn Klysen.

FILED
At 10:03 O'clock a M.
SEP 01 2022

LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
CLERK AT LAW, PANOLA CO., TX
BY: *LeAnn Kay Rafferty* DEPUTY

LeAnn Kay Rafferty
LeAnn Kay Rafferty
123rd Judicial District Court of Texas
Panola County, Texas

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1

LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK

9/1/22
Date *LeAnn Kay Rafferty*
Deputy Clerk

THE STATE OF TEXAS X
COUNTY OF PANOLA X

IN THE 123RD DISTRICT COURT
MAY TERM 2022

WHEREAS, in compliance with chapter 84 Subchapter A of the Local Government Code as enacted by Acts 1987, as amended, and by the authority vested in me by the State Legislature;

NOW THEREFORE, I, LeAnn Kay Rafferty, District Judge of the 123rd Judicial District of Texas, and in accordance with the provisions of said Statute, do hereby appoint the said **JENNIFER STACY** County Auditor of Panola County, Texas, upon the said **JENNIFER STACY** taking the necessary oath and making bond, all as required by law, and when said oath is taken and said bond is made, the said **JENNIFER STACY** shall assume the duties of said Panola County Auditor, Panola County, Texas for a term of two (2) years, beginning September 1, 2022 at the annual salary as ordered by the District Judge each year after a public hearing in accordance with applicable laws.

WITNESS MY HAND this the 28th day of July, 2022

LeAnn Kay Rafferty

LEANN KAY RAFFERTY, DISTRICT JUDGE
123RD JUDICIAL DISTRICT COURT

FILED
At 10:01 O'clock A M.

JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY

DISTRICT COURT
I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1
LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
7-28-22
Date Lindsey Smith
Deputy Clerk

THE STATE OF TEXAS X
COUNTY OF PANOLA X

IN THE 123RD DISTRICT COURT
MAY TERM 2022

ORDER

WHEREAS, in compliance with chapter 84.021 – Subchapter B of the Local Government Code as enacted by Acts 1987, as amended, and by the authority vested in me by the State Legislature;

NOW THEREFORE, I, LEANN KAY RAFFERTY, District Judge of the 123rd Judicial District of Texas, and in accordance with the provisions of said Statute, do hereby appoint the following Assistant County Auditors of Panola County, Texas:

First Assistant Auditor	ROBYN KLYSEN
Assistant Auditor	CHRISTIAN CHATMAN
Assistant Auditor	JANET BARNETT

Upon the said assistant auditors taking the necessary oath and making bond, all as required by law, and when said oath is taken and said bond is made, the said assistant auditors shall assume the duties of said First Assistant, and Assistant County Auditor's, of Panola County, Texas for a term beginning September 1, 2022 at the annual salary as ordered by the District Judge.

SIGNED AND ORDERED this 28 day of July 2022.

Leann Kay Rafferty

LEANN KAY RAFFERTY, DISTRICT JUDGE
123rd JUDICIAL DISTRICT COURT

FILED
At 10:02 O'clock A M.

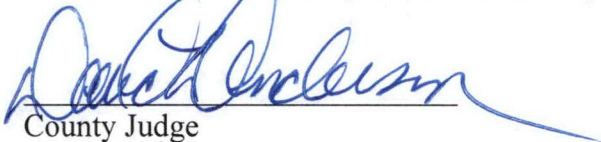
JUL 28 2022
Lindsey Smith
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: _____ DEPUTY


I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Page 1 of 1
LINDSEY SMITH
PANOLA COUNTY DISTRICT CLERK
7-28-22 *Lindsey Smith*
Date Deputy Clerk


PANOLA COUNTY
2022
BUDGET AMENDMENT #19

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 13 day of September, 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 13th day of September, 2022 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



September 13, 2022



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT18057 - #19-9-13-22

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0001600	2022 PANOLA COUNTY BU...	623-REPLENISH REPAIRS	8/31/2022		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-623-53570	PARTS AND REPAIRS	623-REPLENISH REPAIRS	64,784.00	400.00	65,184.00
August:					
			488.00	-400.00	88.00
200-623-54080	CONTINGENCY	623-REPLENISH REPAIRS			
August:					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0001601	2022 PANOLA COUNTY BU...	623-REPLENISH REPAIRS	8/31/2022		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-623-53570	PARTS AND REPAIRS	623-REPLENISH REPAIRS	64,784.00	1,600.00	66,384.00
August:					
			10,100.00	-1,600.00	8,500.00
200-623-54610	RENTALS & LEASES	623-REPLENISH REPAIRS			
August:					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0001602	2022 PANOLA COUNTY BU...	623-REPLENISH REPAIRS	8/31/2022		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-623-53570	PARTS AND REPAIRS	623-REPLENISH REPAIRS	64,784.00	2,000.00	66,784.00
August:					
			17,400.00	-2,000.00	15,400.00
200-623-55290	LUMBER PILING & CULVERTS	623-REPLENISH REPAIRS			
August:					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0001603	2022 PANOLA COUNTY BU...	623-REPLENISH REPAIRS	8/31/2022		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-623-53570	PARTS AND REPAIRS	623-REPLENISH REPAIRS	64,784.00	400.00	65,184.00
August:					
			167,000.00	-400.00	166,600.00
200-623-55270	FURNITURE & EQUIPMENT	623-REPLENISH REPAIRS			
August:					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	200-623-53570	PARTS AND REPAIRS	64,784.00	4,400.00	69,184.00
		200-623-54080	CONTINGENCY	488.00	-400.00	88.00
		200-623-54610	RENTALS & LEASES	10,100.00	-1,600.00	8,500.00
		200-623-55270	FURNITURE & EQUIPMENT	167,000.00	-400.00	166,600.00
		200-623-55290	LUMBER PILING & CULVERTS	17,400.00	-2,000.00	15,400.00
			2022 Total:	259,772.00	0.00	259,772.00
			Grand Total:	259,772.00	0.00	259,772.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
200	259,772.00	0.00	259,772.00
Budget Code 2022 Total:	259,772.00	0.00	259,772.00
Grand Total:	259,772.00	0.00	259,772.00



Budget Adjustment Register

Adjustment Detail

Packet: GLPKT18092 - #19-2022 9-13-22

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001604	2022 PANOLA COUNTY BU...	621-REPLENISH SUPPLIES	9/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-621-53560	REPAIR AND MAINTENANCE SU	621-REPLENISH SUPPLIES	120,826.00	14,000.00	134,826.00
September:				14,000.00	
200-621-54080	CONTINGENCY	621-REPLENISH SUPPLIES	34,926.00	-14,000.00	20,926.00
September:				-14,000.00	

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001605	2022 PANOLA COUNTY BU...	409-PROFESSIONAL SERVICES	9/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-409-54080	CONTINGENCY	409-PROFESSIONAL SERVICES	165,481.00	-20,000.00	145,481.00
September:				-20,000.00	
100-409-54150	PROFESSIONAL SERVICES	409-PROFESSIONAL SERVICES	76,000.00	20,000.00	96,000.00
September:				20,000.00	

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001606	2022 PANOLA COUNTY BU...	624-REPLENISH REPAIRS	9/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-624-53570	PARTS AND REPAIRS	624-REPLENISH REPAIRS	93,000.00	15,000.00	108,000.00
September:				15,000.00	
200-624-54080	CONTINGENCY	624-REPLENISH REPAIRS	45,220.00	-15,000.00	30,220.00
September:				-15,000.00	

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001607	2022 PANOLA COUNTY BU...	409-OUTSIDE AUDIT	9/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-409-54010	OUTSIDE AUDIT	409-OUTSIDE AUDIT	70,000.00	5,000.00	75,000.00
September:				5,000.00	
100-409-54080	CONTINGENCY	409-OUTSIDE AUDIT	165,481.00	-5,000.00	160,481.00
September:				-5,000.00	

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	100-409-54010	OUTSIDE AUDIT	70,000.00	5,000.00	75,000.00
		100-409-54080	CONTINGENCY	165,481.00	-25,000.00	140,481.00
		100-409-54150	PROFESSIONAL SERVICES	76,000.00	20,000.00	96,000.00
		200-621-53560	REPAIR AND MAINTENANCE SUPP	120,826.00	14,000.00	134,826.00
		200-621-54080	CONTINGENCY	34,926.00	-14,000.00	20,926.00
		200-624-53570	PARTS AND REPAIRS	93,000.00	15,000.00	108,000.00
		200-624-54080	CONTINGENCY	45,220.00	-15,000.00	30,220.00
			2022 Total:	605,453.00	0.00	605,453.00
			Grand Total:	605,453.00	0.00	605,453.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
100	311,481.00	0.00	311,481.00
200	293,972.00	0.00	293,972.00
Budget Code 2022 Total:	605,453.00	0.00	605,453.00
Grand Total:	605,453.00	0.00	605,453.00



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT18097 - #19-9-13-22

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001608	2022 PANOLA COUNTY BU...	560-BENEFITS TERMINATION PAY	9/13/2022

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-560-51800	BENEFITS TERMINATION PAY	560-BENEFITS TERMINATION PAY	15,000.00	5,500.00	20,500.00
September:	5,500.00				
100-570-51800	BENEFITS TERMINATION PAY	560-BENEFITS TERMINATION PAY	15,000.00	-5,500.00	9,500.00
September:	-5,500.00				

Budget Adjustment Register

Packet: GLPKT18097 - #19-9-13-22

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	100-560-51800	BENEFITS TERMINATION PAY	15,000.00	5,500.00	20,500.00
		100-570-51800	BENEFITS TERMINATION PAY	15,000.00	-5,500.00	9,500.00
			2022 Total:	30,000.00	0.00	30,000.00
			Grand Total:	30,000.00	0.00	30,000.00

Fund Summary

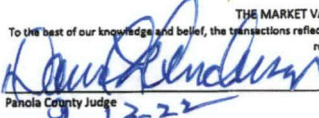
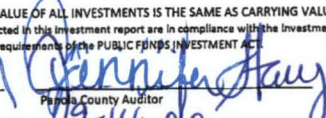
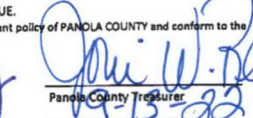
Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
100	30,000.00	0.00	30,000.00
Budget Code 2022 Total:	30,000.00	0.00	30,000.00
Grand Total:	30,000.00	0.00	30,000.00

**PANOLA COUNTY INVESTMENT REPORT
JUNE 30, 2022**

INVESTMENTS AS OF 03-31-2022	79,941,739.78		
		Investments	Maturity
			Int. Rate
Beginning Balance 04-01-2022	79,941,739.78		
Matured on 04/29/2022 (Purchased on 11/15/2021)		(5,947,342.45)	
Purchase of CD No. 21304400505 on 04/29/2022		5,935,000.00	7/29/2022
General Fund	4,200,000.00		
Road & Bridge	1,580,000.00		
FM & Lateral Road	155,000.00		
Matured on 05/26/2022 (Purchased on 12/09/2021)		(8,965,000.00)	
Matured on 05/26/2022 (Purchased on 12/09/2021)		(6,627,397.33)	
Matured on 05/26/2022 (Purchased on 12/09/2021)		(12,000,000.00)	
Purchase of CD No. 2130440517 on 05/26/2022		15,380,000.00	8/25/2022
General Fund	10,000,000.00		
Law Library	16,000.00		
Courthouse Security	59,000.00		
Records Management	3,000.00		
CC Records Preservation	180,000.00		
Archive	16,000.00		
Justice Court Technology	21,000.00		
Road & Bridge	2,765,000.00		
FM & Lateral Road	750,000.00		
Hot Check Fee	10,000.00		
Sheriff's State Forfeiture	10,000.00		
Child Protective Services	60,000.00		
Health Fund	1,300,000.00		
Airport	40,000.00		
Road Bond 1971	80,000.00		
Permanent Improvement	70,000.00		
Purchase of CD No. 2130440518 on 05/26/2022		12,000,000.00	8/25/2022
Retiree Health Benefit Trust	12,000,000.00		
Matured on 06/30/2022 (Purchased on 03/31/2022)		(10,464,000.00)	
Matured on 06/30/2022 (Purchased on 03/31/2022)		(12,500,000.00)	
Matured on 06/30/2022 (Purchased on 03/31/2022)		(200,000.00)	
Purchase of CD No. 21304490532 on 06/30/22		12,564,000.00	9/29/2022
General Fund	7,000,000.00		
Law Library	18,000.00		
Courthouse Security	70,000.00		
Records Management	2,000.00		
CC Records Preservation	105,000.00		
Archive	20,000.00		
Justice Court Technology	23,000.00		
Road & Bridge	3,000,000.00		
FM & Lateral Road	900,000.00		
Hot Check Fee	5,000.00		
Sheriff's State Forfeiture	6,000.00		
DA State Forfeiture	4,000.00		
Child Protective Services	21,000.00		
Health Fund	1,200,000.00		
Airport	50,000.00		
Road Bond 1971	80,000.00		
Permanent Improvement	60,000.00		
Purchase of CD No. 21304490533 on 06/30/2022		12,500,000.00	9/29/2022
Retiree Health Benefit Trust	12,500,000.00		
Purchase of CD No. 21304490534 on 06/30/2022		200,000.00	9/29/2022
Juvenile Probation	10,000.00		
Title IV-E	70,000.00		
Local Match	120,000.00		
INVESTMENTS AS OF JUNE 30, 2022	81,817,000.00		

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 FINES INVESTMENT ACT.

 Louise Anderson Panola County Judge Date 7-13-22	 Jennifer Hays Panola County Auditor Date 7-14-22	 Jim W. Reed Panola County Treasurer Date 7-13-22
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**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2319CART

Part I - Identification of the Project

TO: The County of Panola, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Panola, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the CARTHAGE - PANOLA COUNTY-SHARPE FIELD Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2023, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

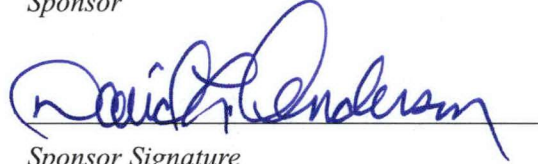
Part VI - Acceptances

Sponsor

The County of Panola, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The County of Panola, Texas


Sponsor



Sponsor Signature



Sponsor Title



Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

DocuSigned by:



EA0A4EF01FA5423...

Signature

Director, Aviation Division

Title

9/8/2022

Date


Attachment A

Scope of Services
TxDOT Project ID: M2319CART

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$50,000.00	\$25,000.00	\$25,000.00
TOTAL	\$50,000.00	\$25,000.00	\$25,000.00


Sponsor Signature


Sponsor Title


Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

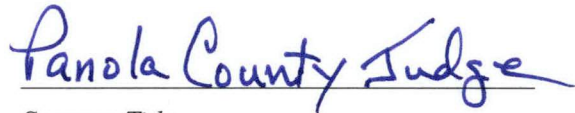
TxDOT Project ID:

M2319CART

The County of Panola, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.



Sponsor Signature



Sponsor Title



Date

Certification of State Single Audit Requirements

I, David h. Anderson, do certify that the County of Panola, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Panola, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Panola, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

David h. Anderson

Sponsor Signature

Panola County Judge

Sponsor Title

9-2-2022

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2319CART

The County of Panola, Texas, designates, David L. Anderson
Panola County Judge as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

David L. Anderson

Sponsor Signature

Panola County Judge

Sponsor Title

9-2-2022

Date

DESIGNATED REPRESENTATIVE

David Anderson

First Name, Last Name

Panola County Judge

Title

110 S. Sycamore St. Rm 216A
Carthage, TX 75633

Address

903-693-0391

Phone Number

David.Anderson@co.panola.tx.us

Email Address

5.08 HEALTH INSURANCE COVERAGE FOR ELIGIBLE SURVIVORS OF AN OFFICER KILLED IN THE LINE OF DUTY

In the event a tragedy occurs and an elected, appointed, or employed peace officer of Panola County is killed in the line of duty, the County is required to adhere to the provisions in Government Code Chapter 615, Subchapter D: Health Insurance Coverage for Eligible Survivors.

An eligible survivor is entitled to insurance at the same rate paid by current employees of the County until they reach Medicare age.

An eligible survivor's dependent's insurance will be paid for by the County until they reach the age of 26.

The County must provide written notice of the survivor's rights within 10 days of the decedent's death.

If no response is received, the County should send a second written notice by certified mail not later than the 150th day after the date of the decedent's death to any eligible survivor who has not already elected to participate in the County's insurance coverage by that time.



Panola County, Texas

Treasurers Report Summary

Date Range: 08/01/2022 - 08/31/2022

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
100 - GENERAL	1,566,387.64	238,821.27	1,167,408.05	-999,800.00	29,973.80	1,607,627.06	1,607,627.06	0.00
110 - CREDIT CARD CLEARING FUND	15,128.31	0.00	0.00	0.00	11,020.21	4,108.10	4,108.10	0.00
112 - JP CREDIT CARD CLEARING	25,454.31	0.00	0.00	0.00	25,129.31	325.00	325.00	0.00
130 - LAW LIBRARY	37,520.73	1,650.95	911.82	0.00	0.00	38,259.86	38,259.86	0.00
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	165.01	0.00	0.00	0.00	0.00	165.01	165.01	0.00
150 - COURTHOUSE SECURITY	58,895.04	2,000.23	0.00	0.00	0.00	60,895.27	60,895.27	0.00
160 - RECORDS MANAGEMENT	24,593.87	140.62	0.00	0.00	0.00	24,734.49	24,734.49	0.00
162 - COUNTY & DISTRICT COURT T	7,661.43	29.36	0.00	0.00	0.00	7,690.79	7,690.79	0.00
165 - COURT RECORD PRESERVATION	15,565.79	30.00	0.00	0.00	0.00	15,595.79	15,595.79	0.00
166 - DISTRICT COURT RECORDS TECHNOLOGY	23,569.90	45.73	0.00	0.00	0.00	23,615.63	23,615.63	0.00
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	14,928.80	1,044.09	0.00	0.00	0.00	15,972.89	15,972.89	0.00
170 - COUNTY CLERK RECORDS PRES	183,662.69	8,594.58	0.00	0.00	0.00	192,257.27	192,257.27	0.00
175 - ARCHIVE FEES	371,907.82	7,496.15	0.00	0.00	0.00	379,403.97	379,403.97	0.00
180 - JUSTICE COURT TECHNOLOGY	34,971.67	128.71	0.00	0.00	0.00	35,100.38	35,100.38	0.00
190 - V.I.T. INTEREST	1,560.74	0.00	0.00	0.00	0.00	1,560.74	1,560.74	0.00
195 - ELECTION SERVICES CONTRAC	25,576.40	0.00	0.00	0.00	0.00	25,576.40	25,576.40	0.00
200 - ROAD & BRIDGE	1,461,778.79	85,079.48	603,042.05	-265,000.00	108,605.13	1,100,211.09	1,100,211.09	0.00
252 - PANOLA COUNTY AUCTION PROCEEDS	185.54	0.00	0.00	0.00	0.00	185.54	185.54	0.00
300 - FM & LATERAL	248,628.89	6,163.14	30,207.10	-50,000.00	1,227.40	273,357.53	273,357.53	0.00
410 - SUPERVISION	63,486.51	0.00	35,810.91	0.00	0.00	27,675.60	27,675.60	0.00
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	31,046.57	124.00	0.00	0.00	0.00	31,170.57	31,170.57	0.00
520 - PANOLA JUVENILE PROBATION	42,166.84	0.00	0.00	0.00	0.00	42,166.84	42,166.84	0.00
530 - JUVENILE TITLE IV-E	67,546.73	0.00	0.00	0.00	0.00	67,546.73	67,546.73	0.00
540 - TJPC/ C.C.A.P. FUND	11,177.61	0.00	5,958.17	0.00	0.00	5,219.44	5,219.44	0.00
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	1,341.06	0.00	0.00	0.00	0.00	1,341.06	1,341.06	0.00
555 - PRE & POST ADJUDICATION	26,197.00	0.00	0.00	0.00	0.00	26,197.00	26,197.00	0.00
560 - TJPC/A/183(REGULAR)	7,693.74	0.00	4,074.11	0.00	0.00	3,619.63	3,619.63	0.00
572 - PROBATION PAYROLL FUND	319.36	0.00	0.00	0.00	-8,860.01	9,179.37	9,179.37	0.00
580 - COMMITMENT REDUCTION PROG	7,000.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	0.00
582 - MENTAL HEALTH SERVICES GRANT N	6,501.00	0.00	1,200.00	0.00	0.00	5,301.00	5,301.00	0.00
585 - LOCAL MATCH FUNDING/ CALE	249,694.14	0.00	22,227.20	0.00	0.00	227,466.94	227,466.94	0.00
700 - HOT CHECK FEE	18,788.43	1.18	0.00	0.00	0.00	18,789.61	18,789.61	0.00
720 - PRETRIAL INTERVENTION PROGRAM FUND	19,022.78	500.00	0.00	0.00	0.00	19,522.78	19,522.78	0.00
800 - SHERIFF'S STATE FORFEITUR	20,653.27	41.34	2,758.80	0.00	0.00	17,935.81	17,935.81	0.00
810 - JAIL COMMISSARY FUND	36,377.01	527.06	0.00	0.00	0.00	36,904.07	36,904.07	0.00
812 - CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
813 - AMERICAN RESCUE PLAN FUND	4,519,910.98	0.00	273,269.88	0.00	0.00	4,246,641.10	4,246,641.10	0.00

Treasurers Report

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
815 - HOMELAND SECURITY GRANT F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
820 - D A FORFEITURE	35,304.85	1,714.23	0.00	0.00	0.00	37,019.08	37,019.08	0.00
830 - STATE APPORTIONMENT - DA	14,119.01	0.00	0.00	0.00	0.00	14,119.01	14,119.01	0.00
835 - STATE LONGEVITY PAY SUPPL	328.66	0.00	0.00	0.00	0.00	328.66	328.66	0.00
840 - CONST.PCT.2 STATE FORFEIT	1,061.70	0.00	0.00	0.00	0.00	1,061.70	1,061.70	0.00
842 - CONST.PCT.1 STATE FORFEIT	198.43	0.00	0.00	0.00	0.00	198.43	198.43	0.00
860 - SHERIFF FEDERAL FORFEITUR	8,027.84	0.00	0.00	0.00	0.00	8,027.84	8,027.84	0.00
862 - CDA FEDERAL FORFEITURE	60,077.04	0.00	0.00	0.00	0.00	60,077.04	60,077.04	0.00
864 - CONSTABLE 1&4 FEDERAL FOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
866 - CONSTABLE PCT 2&3 FEDERAL	324.56	0.00	0.00	0.00	0.00	324.56	324.56	0.00
881 - CHILD PROTECTIVE SERVICES	34,018.19	248.07	2,769.00	0.00	0.00	31,497.26	31,497.26	0.00
883 - HEALTH FUND	343,515.01	5,374.94	1,865.16	0.00	313.87	346,710.92	346,710.92	0.00
885 - AIRPORT	311,324.49	14,383.64	0.00	0.00	0.00	325,708.13	325,708.13	0.00
920 - ROAD BOND 1971	62,812.30	330.76	0.00	0.00	0.00	63,143.06	63,143.06	0.00
940 - PERMANENT IMPROVEMENT	44,372.83	289.42	0.00	0.00	0.00	44,662.25	44,662.25	0.00
950 - JAIL IMPROVEMENT FUND	471.75	0.00	0.00	0.00	0.00	471.75	471.75	0.00
968 - PANOLA COUNTY RETIREE HEA	244,484.72	94,586.25	128,775.36	0.00	0.00	210,295.61	210,295.61	0.00
972 - PAYROLL FUND	22,348.13	0.00	0.00	0.00	-220.56	22,568.69	22,568.69	0.00
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0.04	0.00	0.00	0.00	-648.76	648.80	648.80	0.00
980 - CRIMINAL JUSTICE	72,409.46	0.00	0.00	0.00	39,152.37	33,257.09	33,257.09	0.00
981 - CRIMINAL JUSTICE CIVIL	13,671.70	0.00	0.00	0.00	6,839.91	6,831.79	6,831.79	0.00
982 - APPELLATE JUDICIAL FEES	1,287.29	0.00	0.00	0.00	389.99	897.30	897.30	0.00
Report Total:	10,517,224.40	469,345.20	2,280,277.61	-1,314,800.00	212,922.66	9,808,169.33	9,808,169.33	0.00

Jon W. Reed 9-8-22



Fund Balance Report

As Of 08/31/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - GENERAL	19,873,716.01	17,627,647.34	9,968,362.74	27,533,000.61
130 - LAW LIBRARY	87,789.48	10,853.12	6,382.74	92,259.86
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	164.50	0.51	0.00	165.01
150 - COURTHOUSE SECURITY	238,280.55	14,172.23	4,557.51	247,895.27
160 - RECORDS MANAGEMENT	29,703.57	1,046.49	15.57	30,734.49
162 - COUNTY & DISTRICT COURT T	7,362.18	328.61	0.00	7,690.79
165 - COURT RECORD PRESERVATION	15,478.30	117.49	0.00	15,595.79
166 - DISTRICT COURT RECORDS TECHNOLOGY	23,381.92	233.71	0.00	23,615.63
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	9,685.12	6,287.77	0.00	15,972.89
170 - COUNTY CLERK RECORDS PRES	638,678.39	69,846.88	113,268.00	595,257.27
175 - ARCHIVE FEES	371,468.40	60,935.57	0.00	432,403.97
180 - JUSTICE COURT TECHNOLOGY	98,459.46	810.90	169.98	99,100.38
190 - V.I.T. INTEREST	1,788.03	4.76	232.05	1,560.74
195 - ELECTION SERVICES CONTRAC	21,841.89	3,734.51	0.00	25,576.40
200 - ROAD & BRIDGE	7,638,545.95	7,099,856.02	4,534,349.44	10,204,052.53
252 - PANOLA COUNTY AUCTION PROCEEDS	150.95	34.59	0.00	185.54
300 - FM & LATERAL	2,228,534.96	617,109.72	467,177.15	2,378,467.53
410 - SUPERVISION	56,327.35	301,409.07	330,060.82	27,675.60
420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES	605.09	48,867.00	42,076.14	7,395.95
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	28,577.79	2,592.78	0.00	31,170.57
520 - PANOLA JUVENILE PROBATION	50,313.56	1,853.28	0.00	52,166.84
530 - JUVENILE TITLE IV-E	136,952.71	594.02	0.00	137,546.73
540 - TJPC/ C.C.A.P. FUND	1,490.70	54,932.00	51,203.26	5,219.44
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	0.00	1,341.06	0.00	1,341.06
555 - PRE & POST ADJUDICATION	42,237.00	68,917.00	84,957.00	26,197.00
560 - TJPC/A/183(REGULAR)	5,276.86	47,643.00	49,300.23	3,619.63
580 - COMMITMENT REDUCTION PROG	7,000.00	7,000.00	7,000.00	7,000.00
582 - MENTAL HEALTH SERVICES GRANT N	7,136.00	7,101.00	8,936.00	5,301.00
585 - LOCAL MATCH FUNDING/ CALE	302,817.69	224,932.85	180,283.60	347,466.94
700 - HOT CHECK FEE	38,703.43	1,326.18	240.00	39,789.61
720 - PRETRIAL INTERVENTION PROGRAM FUND	15,067.53	4,455.25	0.00	19,522.78
800 - SHERIFF'S STATE FORFEITUR	50,815.01	172.40	10,051.60	40,935.81
810 - JAIL COMMISSARY FUND	33,211.05	5,177.78	1,484.76	36,904.07
813 - AMERICAN RESCUE PLAN FUND	6,453.51	4,513,457.47	273,269.88	4,246,641.10
820 - D A FORFEITURE	39,182.45	1,836.63	0.00	41,019.08
830 - STATE APPORTIONMENT - DA	1,279.79	18,368.72	5,529.50	14,119.01
835 - STATE LONGEVITY PAY SUPPL	327.66	1.00	0.00	328.66
840 - CONST.PCT.2 STATE FORFEIT	1,058.45	3.25	0.00	1,061.70
842 - CONST.PCT.1 STATE FORFEIT	197.83	0.60	0.00	198.43
860 - SHERIFF FEDERAL FORFEITUR	6,379.42	1,648.42	0.00	8,027.84
862 - CDA FEDERAL FORFEITURE	59,893.54	183.50	0.00	60,077.04
866 - CONSTABLE PCT 2&3 FEDERAL	323.58	0.98	0.00	324.56
881 - CHILD PROTECTIVE SERVICES	155,446.13	9,174.25	32,123.12	132,497.26
883 - HEALTH FUND	3,848,866.41	54,656.28	13,811.77	3,889,710.92
885 - AIRPORT	478,618.79	70,488.32	95,398.98	453,708.13
920 - ROAD BOND 1971	299,944.81	1,198.25	0.00	301,143.06
940 - PERMANENT IMPROVEMENT	235,698.61	963.64	0.00	236,662.25
950 - JAIL IMPROVEMENT FUND	470.31	1.44	0.00	471.75
968 - PANOLA COUNTY RETIREE HEA	35,683,816.36	750,237.35	1,030,202.88	35,403,850.83
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0.04	0.00	0.00	0.04
Report Total:	72,879,519.12	31,713,554.99	17,310,444.72	87,282,629.39

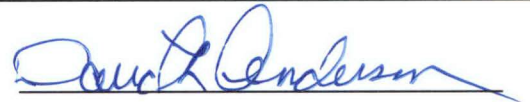
THIS IS AN UNAUDITED REPORT

SIGNED:

APPROVED 09-13-2022

David L. Anderson

County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

_____ ONLINE IN PERSON

NAME: Loretta Mason

POSITION: Elections Administrator

DEPARTMENT: Election office

DATE: Sept. 1, 2022

CONFERENCE: NETAEA

LOCATION: Athens, Tx.

DATES: Sept. 1, 2022 TO Sept. 1, 2022

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does this 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? 3

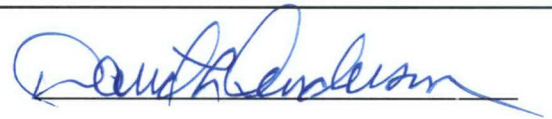
Do you have sufficient funds in your budget for this conference? _____

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

Ballot storage, Corrective action, Record retention,
Chain of Custody, web posting.

APPROVED 09-13-2022

David L. Anderson
County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

_____ ONLINE

IN PERSON

NAME: Bobbie Davis

POSITION: County Clerk

DEPARTMENT: County Clerk

DATE: 8/30/2022

CONFERENCE: Region VI Fall Meeting

LOCATION: Longview TX

DATES: 11/17/2022 TO 11/17/2022

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does this 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? 15

How many days have you been away from your job this year for conferences, not counting this conference? 3 days in September - Annual Conf.

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 meeting will provide education on legislative changes that affect county clerks.

APPROVED 09-13-2022

David L. Anderson
County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

_____ ONLINE _____ IN PERSON

NAME: LINDSEY SMITH

POSITION: DISTRICT CLERK

DEPARTMENT: DISTRICT CLERK

DATE: 9-7-22

CONFERENCE: REGIONAL VI FALL MEETING

LOCATION: LONGVIEW

DATES: 11-17-22 TO _____

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does this conference meet your educational requirements for the year? YES

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

How much of your requirements have been met already, not counting this conference? 15.45

How many days have you been away from your job this year for conferences, not counting this conference? 4 (WILL BE GONE TO CONF. 9-12-22 - 9-14-22)

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.)

TO GAIN KNOWLEDGE FROM TOPICS PRESENTED.

APPROVED 09-13-2022

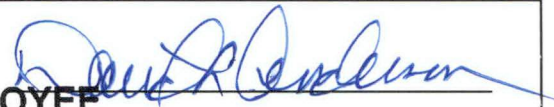
David L. Anderson

County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE

REQUEST FOR ATTENDANCE

AT A CONFERENCE



NAME: LARRY FIELDS

POSITION: JUDGE

DEPARTMENT: JP 194

DATE: AUGUST 25, 2022

CONFERENCE: NAVIGATING PRETRIAL & TRIAL ISSUES

LOCATION: DALLAS

DATES: JULY 17, 2022 to N/A

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

If not, how much of your requirements will be met by this conference? 4.5

How much of your requirements have been met already, not counting this conference? 60%

How many days have you been away from your job this year for conferences, not counting this conference? 102

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.)

REQUIRED JUDICIAL EDUCATION HOURS
