

# County Of Panola

**HOLLY GIBBS**

TAX ASSESSOR - COLLECTOR

PANOLA COUNTY COURTHOUSE

110 S. SYCAMORE, ROOM 211

CARTHAGE, TEXAS 75633

(903) 693-0340

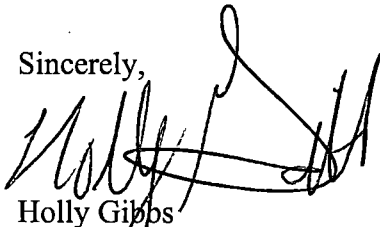
October 17, 2022

Panola County Commissioners Court  
Panola County Courthouse

Gentlemen:

Please record the resignation of Kerry Wilson, as Deputy Clerk in the Panola County Tax Assessor/Collector's Office, effective October 28, 2022. Thank you for your continued support and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Holly Gibbs', written over a horizontal line.

Holly Gibbs  
Tax Assessor- Collector

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

October 20, 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 William Spears, Operator, for Panola County Road & Bridge Department, Pct. 4, effective October 20, 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

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October 19, 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 position for Hollie Mojica from Criminal Investigator for the Panola County Sheriff's Office at a pay rate of \$23.45 per hour to Courthouse Security at a pay rate of \$23.02 per hour effective October 22, 2022.

Sincerely,

Sarah Fields  
Sheriff

SF/lw

CC: Jennifer Stacy  
Joni Reed

**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:

Silver Hill Energy Partners proposes to place a  
(COMPANY NAME)

6" above ground line within the Right-of-Way  
(PIPE SIZE)

of County Road: 326 as follows:  
(NUMBER OF ROAD)

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

The location and description of the proposed line and appurtenances is more fully shown  
by the copies of the drawings attached to this notice. The line will be constructed and  
maintained on the County Right-of-Way as directed by the County Commissioners in  
accordance with current Panola County Specifications.

Construction of this line will begin on or after the 14<sup>th</sup> day of  
October

FIRM: Silver Hill Energy Partners  
BY: Shane Jones  
TITLE: Landman  
ADDRESS: 502 E. McKeel St  
Trout, TX 75789  
PHONE: (905) 724-4451

# APPROVAL

October 25, 2022

TO: Silver Hill Energy Partners  
Attn: Shane Jones  
502 E. McKay St.  
Troup, TX 75789

RE: CR #326

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" above ground line** within the right-of-way of County Road #326 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.

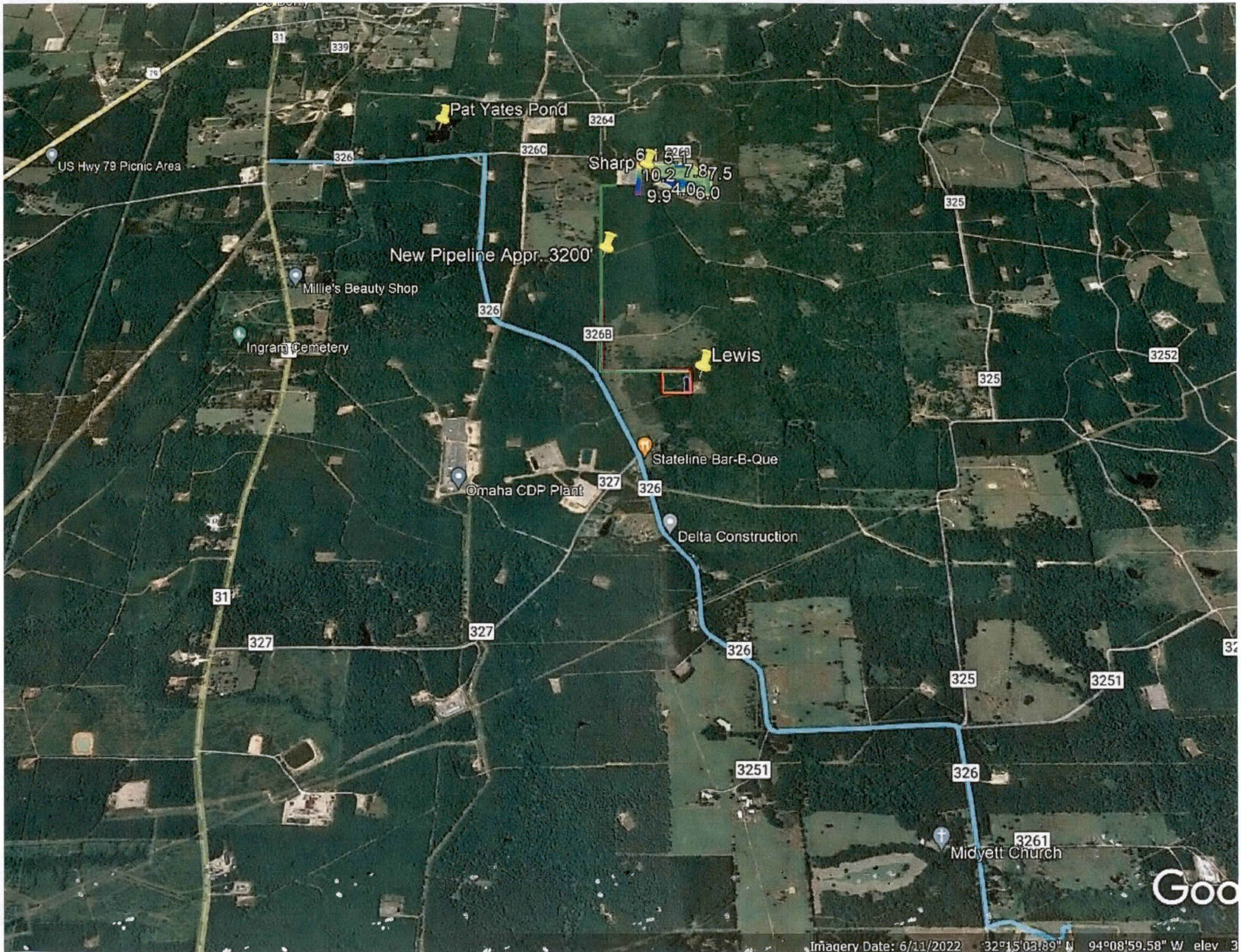
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in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





New Pipeline Appr. 3200'

6.1	5.1	326
10.2	7.8	7.5
9.9	4.0	6.0



NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE TEXAS

Formal notice is hereby given that:

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

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

Of County Road 186 as follows:  
(NUMBER OF ROAD)

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

The location and description of the proposed line and appurtenances is more fully shown  
By the copies of the drawings attached to this notice. The line will be constructed and  
Maintained on the County Right-of-Way as directed by the County Commissioners in  
Accordance with current Panola County Specifications.

Construction of this line will begin on or after the 7th day of  
October, 2022.

FRIM: Rural Water Service, LLC  
BY: Wade Allums  
TITLE: Partner  
ADDRESS: 227 County Road 212  
Beckville, Texas 75631  
PHONE: 903-754-0100



# APPROVAL

October 25, 2022

TO: FairPlay Water Supply Corporation  
Attn: Wade Allums  
227 County Road 212  
Beckville, TX 75631

RE: **CR #186**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **4" line** within the right-of-way of County Road #186 as shown by accompanying drawings and notice except as noted below.

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

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

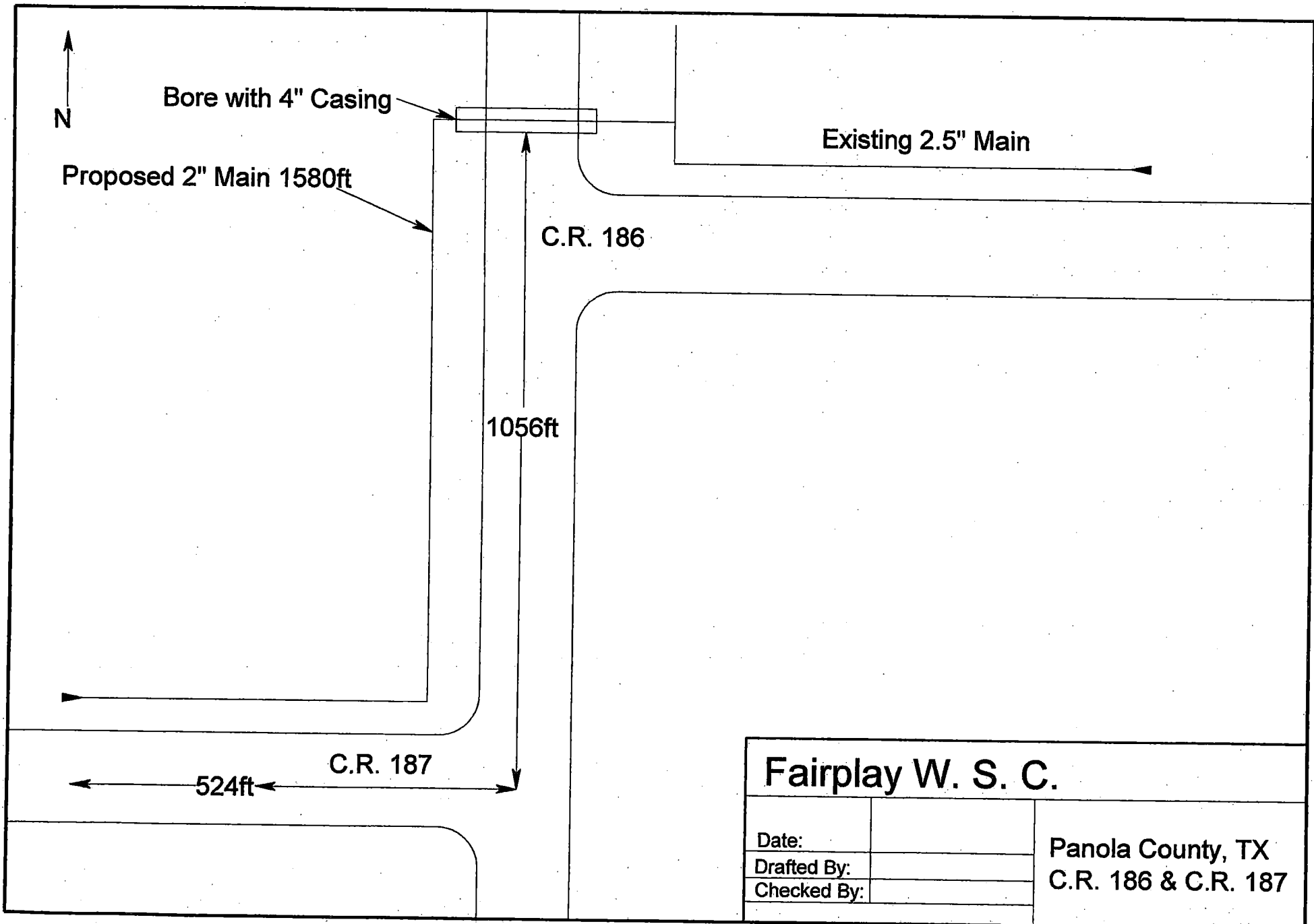
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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

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

Approved:   
COUNTY JUDGE

COMMISSIONERS:

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



<b>Fairplay W. S. C.</b>		
Date:		<b>Panola County, TX C.R. 186 &amp; C.R. 187</b>
Drafted By:		
Checked 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:

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

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

Of County Road 186 & 187 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by installing a total length of 1580' 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 7th day of  
October, 2022.

FRIM: Rural Water Service, LLC  
BY: Wade Allums  
TITLE: Partner  
ADDRESS: 227 County Road 212  
Beckville, Texas 75631  
PHONE: 903-754-0100



# APPROVAL

October 25, 2022

TO: FairPlay Water Supply Corporation  
Attn: Wade Allums  
227 County Road 212  
Beckville, TX 75631

RE: **CR #186 & #187**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" lines** within the right-of-way of County Roads **#186 & #187** 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:

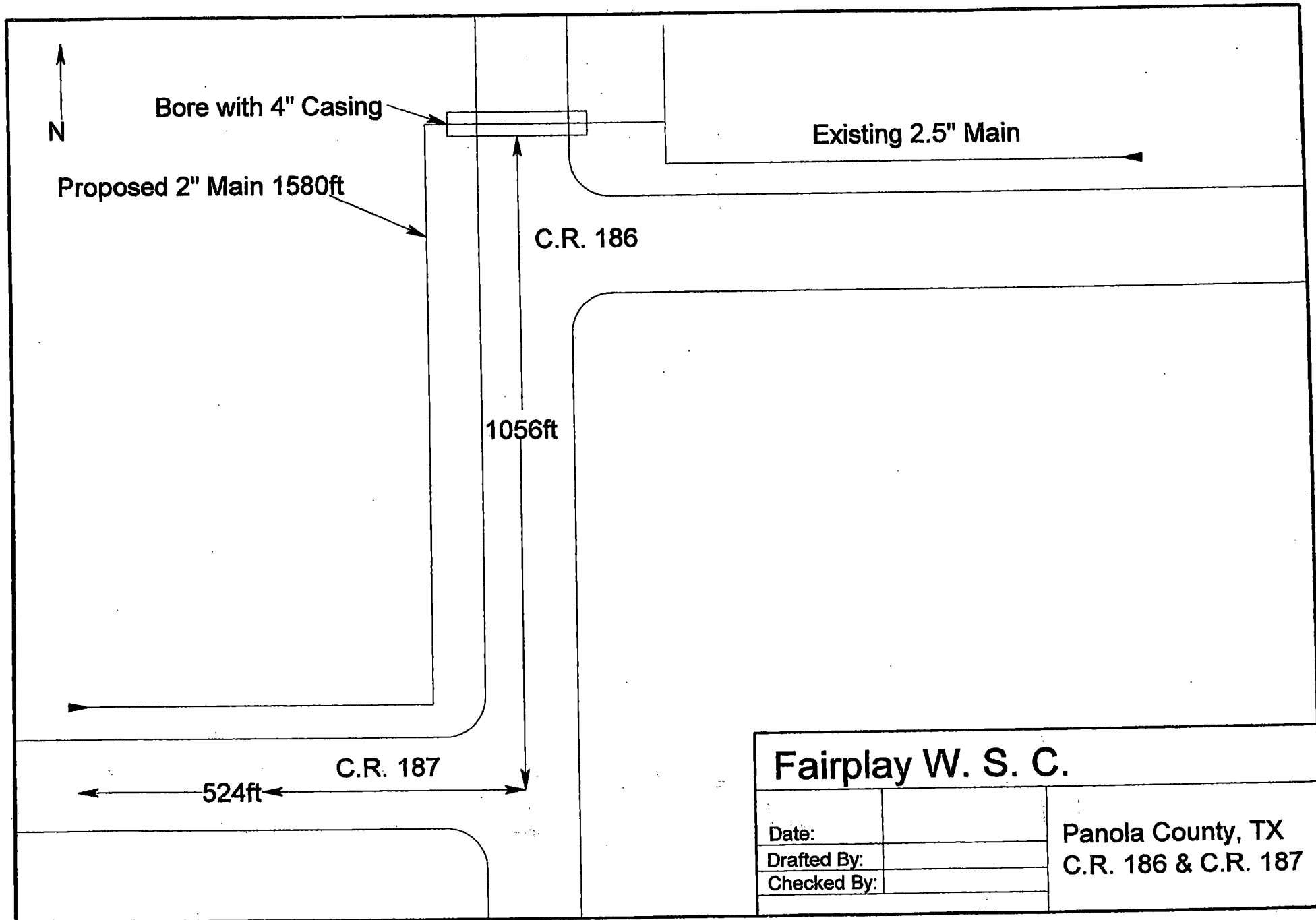
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way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



Bore with 4" Casing

Existing 2.5" Main

Proposed 2" Main 1580ft

C.R. 186

1056ft

C.R. 187

524ft

**Fairplay W. S. C.**

Date:

Drafted By:

Checked By:

**Panola County, TX  
C.R. 186 & C.R. 187**

**Donation**

Date 10-11-22

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

\$ 53,007.65 and/or

Material of the following type and amount 76.27 tons Road oil

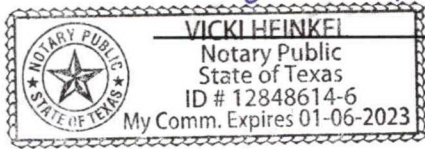
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 324 & 326, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Gov. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct # 3

Sworn and subscribed to this 11 day of October, 2022

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2023



(Panola County Commissioners' Court use only)

This item was accepted/disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 25 day of October, 2022

County Judge [Signature]





ROBERT WILSON RD / LONGVIEW, TEXAS  
P.O. BOX 3661 / 75606 / 903-758-0065

**INVOICE**

Invoice #: 155807  
Date: 09/28/22  
Customer No: 27050  
Job #: PANOLA COUNTY  
PO #: ROAD OIL

From: Longview Asphalt, Inc.  
P.O. Box 3661  
Longview, TX 75606 US  
Phone: 903-758-0065 Fax:

Sold To: Sabine Oil & Gas Corporation  
1520 Marvin A. Smith  
ATTN: Accounts Payable  
Kilgore, TX 75662

Delivered To:

Sale Date	Ticket	Truck #	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
MATERIAL: Miscellaneous Sales Activity										
09/28/22	9402800748	BB	76.270	TON	695.0000 E	53,007.65		TX0000	0.00	53,007.65
Total: Cust PO: ROAD OIL						53,007.65	0.00		0.00	53,007.65
<b>Total Invoice:</b>			76.27			53,007.65	0.00		0.00	53,007.65

ment Type: On Account

Pay Terms Net 30 Days

Total: 53,007.65

TERMS: Net 30 Days

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:

City of Gary Natural Gas proposes to place a  
(COMPANY NAME)

1" Poly Pipe (yellow) line within the Right-of-Way  
(PIPE SIZE)

of County Road: 132 Cr-187 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring a total length of 40 feet 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 19 day of  
October

FIRM: Gary Natural Gas  
BY: Cody Pierce  
TITLE: Manager  
ADDRESS: 2607 Fm 999  
PHONE: 903 692-4626

# APPROVAL

October 25, 2022

TO: City of Gary Natural Gas  
Attn: Cody Pierce  
2607 FM 999  
Gary, TX 75643

RE: CR #187

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **1" Poly pipe (yellow) line** within the right-of-way of County Road #187 as shown by accompanying drawings and notice except as noted below.

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

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

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

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

Approved:   
COUNTY JUDGE

**COMMISSIONERS:**

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

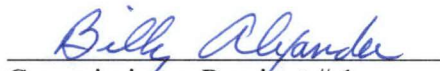


**PANOLA COUNTY  
2022  
BUDGET AMENDMENT #22**

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 25 day of October, 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 25<sup>th</sup> day of October, 2022 as the same appears on file in the office of the County Clerk of Panola County.

  
County Clerk



October 24, 2022



# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT18236 - 10/25/2022 - #22

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001646	2022 PANOLA COUNTY BU...	490 - SURGE PROTECTORS FOR NEW EQUIPMENT	10/18/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54080</a>	CONTINGENCY	490 - SURGE PROTECTORS FOR NEW EQUIPM	79,602.00	-1,500.00	78,102.00
October:	-1,500.00				
<a href="#">100-490-55270</a>	FURNITURE & EQUIPMENT	490 - SURGE PROTECTORS FOR NEW EQUIPM	80,553.00	1,500.00	82,053.00
October:	1,500.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001647	2022 PANOLA COUNTY BU...	409 - BALLOTS, CODING BALLOTS, AND PRECINCT KITS	10/20/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54080</a>	CONTINGENCY	409 - BALLOTS, CODING BALLOTS, AND PRECI	79,602.00	-4,203.00	75,399.00
October:	-4,203.00				
<a href="#">100-490-54150</a>	PROFESSIONAL SERVICES	409 - BALLOTS, CODING BALLOTS, AND PRECI	26,084.00	4,203.00	30,287.00
October:	4,203.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001648	2022 PANOLA COUNTY BU...	813 - PURCHASE OF 3 DEFIBULATORS	10/21/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">813-330-41260</a>	ARP REVENUE	813 - PURCHASE OF 3 DEFIBULATORS	-292,100.00	-45,567.00	-337,667.00
October:	-45,567.00				
<a href="#">813-460-54230</a>	PUBLIC HEALTH EMERGENCY D	813 - PURCHASE OF 3 DEFIBULATORS	200,000.00	45,567.00	245,567.00
October:	45,567.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001649	2022 PANOLA COUNTY BU...	426 - G. GOLDMAN TACA CONFERENCE	10/21/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-426-53120</a>	LAW BOOKS	426 - G. GOLDMAN TACA CONFERENCE	10,000.00	-66.00	9,934.00
October:	-66.00				
<a href="#">100-426-54270</a>	CONFERENCES AND DUES	426 - G. GOLDMAN TACA CONFERENCE	1,000.00	66.00	1,066.00
October:	66.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001650	2022 PANOLA COUNTY BU...	813-PLUMBING REPAIRS TO SHERIFF DEPARTMENT	10/24/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">813-330-41260</a>	ARP REVENUE	813-PLUMBING REPAIRS TO SHERIFF DEPART	-292,100.00	-23,000.00	-315,100.00
October:	-23,000.00				
<a href="#">813-460-54570</a>	COURTHOUSE REPAIRS	813-PLUMBING REPAIRS TO SHERIFF DEPART	0.00	23,000.00	23,000.00
October:	23,000.00				

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022	2022 PANOLA COUNTY BU	<a href="#">100-409-54080</a>	CONTINGENCY	79,602.00	-5,703.00	73,899.00
		<a href="#">100-426-53120</a>	LAW BOOKS	10,000.00	-66.00	9,934.00
		<a href="#">100-426-54270</a>	CONFERENCES AND DUES	1,000.00	66.00	1,066.00
		<a href="#">100-490-54150</a>	PROFESSIONAL SERVICES	26,084.00	4,203.00	30,287.00
		<a href="#">100-490-55270</a>	FURNITURE & EQUIPMENT	80,553.00	1,500.00	82,053.00
		<a href="#">813-330-41260</a>	ARP REVENUE	-292,100.00	-68,567.00	-360,667.00
		<a href="#">813-460-54230</a>	PUBLIC HEALTH EMERGENCY DISB	200,000.00	45,567.00	245,567.00
		<a href="#">813-460-54570</a>	COURTHOUSE REPAIRS	0.00	23,000.00	23,000.00
			<b>2022 Total:</b>	<b>105,139.00</b>	<b>0.00</b>	<b>105,139.00</b>
			<b>Grand Total:</b>	<b>105,139.00</b>	<b>0.00</b>	<b>105,139.00</b>

### Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022 - 2022 PANOLA COUNTY BUDGET JAN-DEC Fiscal: 2022			
100	197,239.00	0.00	197,239.00
813	-92,100.00	0.00	-92,100.00
<b>Budget Code 2022 Total:</b>	<b>105,139.00</b>	<b>0.00</b>	<b>105,139.00</b>
<b>Grand Total:</b>	<b>105,139.00</b>	<b>0.00</b>	<b>105,139.00</b>


TREASURER'S SECOND QUARTER 2022

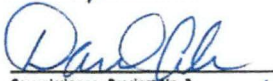
FUND	BALANCE 4/1/2022	RECEIPTS	DISBURSEMENTS	BALANCE 6/30/2022
GENERAL	23,250,212.63	9,621,602.29	3,637,125.60	29,234,689.32
LAW LIBRARY	89,260.73	4,233.95	2,735.46	90,759.22
CTY JUVENILE DELINQUENCY PREVENTION	164.65	0.21	0.00	164.86
COURTHOUSE SECURITY	238,540.43	5,577.33	4,426.17	239,691.59
RECORDS MANAGEMENT	30,000.02	518.90	5.19	30,513.73
COUNTY/DISTRICT COURT TECHNOLOGY FUND	7,462.80	163.98	0.00	7,626.78
COURT RECORD PRESERVATION	15,511.76	20.03	0.00	15,531.79
DISTRICT COURT RECORDS TECHNOLOGY	23,444.23	69.53	0.00	23,513.76
DISTRICT CLERK RECORDS MGT & PRESERVATION	11,624.99	2,360.04	0.00	13,985.03
CO. CLERK RECORDS PRESERVATION	654,246.28	26,500.77	101,262.00	579,485.05
ARCHIVE FEE	393,853.18	24,454.18	0.00	418,307.36
JUSTICE COURT TECHNOLOGY	98,611.07	250.78	0.00	98,861.85
TAX A/C V.I.T. INTEREST	1,557.74	2.01	231.23	1,328.52
ELECTION SERVICES CONTRACT FUND	22,183.47	3,369.92	0.00	25,553.39
ROAD & BRIDGE	9,473,024.64	3,722,199.60	1,901,166.25	11,294,057.99
FM & LATERAL ROAD	2,159,501.75	349,604.27	90,485.97	2,418,620.05
HOT CHECK FEE	38,628.43	740.00	336.00	39,032.43
PRETRIAL INTERVENTION	16,581.51	2,424.16	0.00	19,005.67
SHERIFF'S STATE FORFEITURE	46,163.22	57.72	3,290.36	42,930.58
JAIL COMMISSARY FUND	35,455.86	2,029.72	1,484.76	36,000.82
DA FORFEITURE	37,010.80	2,262.29	0.00	39,273.09
STATE APPORTIONMENT - DA	7,136.85	9,181.26	9,953.10	6,365.01
STATE LONGEVITY PAY SUPPLEMENT	327.94	0.42	0.00	328.36
CONST PCT 2 STATE FORFEITURE	1,059.37	1.37	0.00	1,060.74
CONST PCT 1 STATE FORFEITURE	198.00	0.25	0.00	198.25
SHERIFF FEDERAL FORFEITURE	6,384.96	8.24	0.00	6,393.20
CDA FEDERAL FORFEITURE	59,945.57	77.42	0.00	60,022.99
CONSTABLE 2 & 3 FEDERAL	323.86	0.41	0.00	324.27
CHILD PROTECTIVE SERVICES	144,003.91	8,185.95	10,519.12	141,670.74
HEALTH FUND	3,846,820.67	43,145.53	4,672.45	3,885,293.75
AIRPORT	459,063.06	26,608.90	58,751.80	426,920.16
ROAD BOND 1971	300,226.79	364.45	0.00	300,591.24
PERMANENT IMPROVEMENT	235,909.33	292.79	0.00	236,202.12
JAIL IMPROVEMENT	470.72	0.61	0.00	471.33
CREDIT CARD CLEARING ACCOUNT	0.00	0.00	0.00	0.00
JP CREDIT CARD CLEARING ACCOUNT	0.00	0.00	0.00	0.00
PANOLA COUNTY AUCTION PROCEEDS	151.08	0.14	0.00	151.22
COMMUNITY SUPERVISION	75,331.98	96,225.65	82,069.17	89,488.46
DRUG COURT GRANT	30,086.57	789.90	0.00	30,876.47
JUVENILE PROBATION	665,529.29	47,148.79	71,172.11	641,505.97
AMERICAN RESCUE PLAN	2,260,985.65	2,255,343.20	0.00	4,516,328.85
EXPERTPAY	0.04	0.00	0.00	0.04
PANOLA COUNTY RETIREE HEALTH	35,609,292.93	258,364.43	387,475.86	35,480,181.50
<b>MEMORANDUM TOTAL ONLY</b>	<b>80,346,288.76</b>	<b>16,514,181.39</b>	<b>6,367,162.60</b>	<b>90,493,307.55</b>
BALANCE REPRESENTED BY:				
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	9,739,078.00			
INVESTMENTS - FIRST STATE BANK & TRUST	81,817,000.00			
ADVANCED TAX CD	0.00			
PLUS CASH/CHANGE FUND	2,750.00			
PLUS INTANGIBLE ROYALTY INTEREST	7,600.00			
PLUS RECEIVABLES	41,666.64			
LESS ACCRUALS & PAYABLES	(1,114,787.09)			
FUND BALANCE AS OF JUNE 30, 2022	90,493,307.55			

We, the undersigned County Judge and Commissioners, in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 25th day of October 2022, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas.

  
County Judge

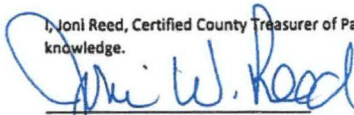
  
Commissioner - Precinct No. 1

  
Commissioner - Precinct No. 3

  
Commissioner - Precinct No. 2

  
Commissioner - Precinct No. 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 25th day of October 2022.

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



# Donation

The undersigned has secured a contribution from Panola County Emergency Services District to Panola County for use by the Panola County Fire Marshal/EMC. This contribution consists of: 1 - 2022 Chevrolet Silverado Truck.

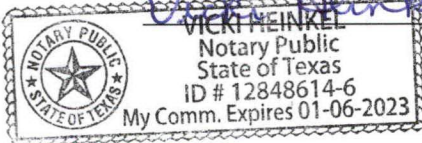
This donation is to be used by the Panola County Fire Marshal/EMC. All purposes must be in accordance with current laws governing such funds. The Panola County Commissioners' Court according to Local Gov't. Code, Section 81.032, must accept this donation.

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

Bryan Murff Panola County Fire Marshal/EMC

Sworn and subscribed to this 19th day of October, 2022.

Vicki Heinkel, Notary Public, State of Texas, My Commission expires



(Panola County Commissioners' Court use only)

This item was accepted/disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 25 day of October, 2022.

County Judge David L. Anderson



# BUYER'S ORDER

**BUYER:** COUNTY OF PANOLA c/o COUNTY AUDITORS OFFICE      **DATE:** 4/28/2022      **STOCK NO.:** 422076  
**CO-BUYER:** \_\_\_\_\_      **SELLER/CREDITOR:** Phippen Motor Company  
**ADDRESS:** 110 SOUTH SYCAMORE STREET      **ADDRESS:** 1300 West Panola Street  
**CITY, ST, ZIP:** CARTHAGE, TX 75633      **CITY, ST, ZIP:** Carthage, TX 75633  
**PHONE:** \_\_\_\_\_      **PHONE:** (903) 693-6691

**EMAIL:** \_\_\_\_\_

**SALESPERSON:** WILL BLACKWELL

<b>VEHICLE BEING SOLD:</b> I/We hereby purchase from you, under the terms and conditions specified, the following:				
Stock No.:	Year:	Make:	Model:	Color:
422076	2022	CHEVROLET	SILVERADO	SILVER ICE
V.I.N.:	Mileage:	License (St. & No.):		VEHICLE PRICE
1GC4YME7XNF288430	1			53,675.00

Options, Accessories, and Services	Rebate(s)	7,200.00
------------------------------------	-----------	----------

Show Lien To:	Phone:	<b>TOTAL CASH PRICE</b>	\$ 46,475.00
Address:		Gross Trade-in Allowance	\$ N/A
		Net Trade-in Payoff	\$ N/A
Quoted By:	Dated: 4/28/2022	Lien Amount: \$ 46,597.44	Unpaid Balance of Cash Price \$ 46,475.00
<b>TRADE-IN INFORMATION</b>		Stock No.:	Dealer's Inventory Tax \$ 102.94
Year:	Make:	Model:	Color:
			State Sales Tax \$ N/A
V.I.N.:	Mileage:	License (St. & No.):	
		License and Registration Fees \$ 5.00	
Payoff To:	Phone:		Certificate of Title Fee \$ N/A
Address:			** Documentary Fee \$ N/A
			New Inspection 14.50
Good Until:	Quoted By:		
Purchaser represents and warrants with regard to any trade in:			<b>SUB-TOTAL</b> \$ 46,597.44
___ 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. ___ 2. The vehicle has not been rendered a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt/or reconditioned title, and has not been exposed to flood damage.			Cash Tended \$ N/A
			<b>TOTAL DUE</b> \$ 46,597.44

**\*\* Documentary Fee:** A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.  
 Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.

CASH SALE       FINANCED

**SELLER'S DISCLAIMER OF WARRANTIES:** Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the motor vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the motor vehicle that the motor vehicle manufacturer may provide. In disclosing the mileage and/or odometer reading of this vehicle to the buyer, the seller has relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner of the vehicle and/or a statement of mileage that appears on the title certificate of the vehicle which was issued by the state in which the vehicle was last registered.

If this box is checked, this transaction is covered by the Agreement to Arbitration on the reverse.  
 I/WE HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THIS BUYER'S ORDER.

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: 4/28/2022

Officer: \_\_\_\_\_ Co-Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

# GM Vehicle Locator

**Detail Report for Customer**

PIPPEN MOTOR COMPANY  
 1300 W PANOLA ST, CARTHAGE, TX, 75633  
 903-693-6691

Customer/Company:  
 Address:

Sales Consultant:

Vehicle #1: 2022 Chevrolet 2500HD Silverado	VIN/Order #	MSRP	Stock #
	1GC4YME7XNF288430	\$53,675.00	N/A
<b>Additional Vehicle Information</b>			
<b>GM Marketing Information</b>			

Body Style: CK20743-4WD Standard Box Crew Cab

PEG: 1CX-Custom Preferred Equipment Group

Primary Color: GAN-Silver Ice Metallic

Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim

Engine: L8T-Engine: 6.6L, V-8, SIDI

Transmission: MYD-6-Speed Automatic

- Options:
- 1CX-Custom Preferred Equipment Group
  - A2X-Power Seat Adjuster (Driver's Side)
  - AE7-Seats: Front 40/20/40 Split-Bench, Uplevel
  - AKO-Glass, Deep Tinted
  - AQQ-Keyless Remote Entry
  - AU3-Power Door Locks
  - B30-Floor Covering: Carpet, Color Keyed
  - BTV-Remote Engine Starting Pkg
  - C49-Defogger, Rear Window, Electric
  - CGN-Chevytec Spray-on Liner
  - CMT-Gooseneck / 5th Wheel Package
  - DWI-Mirrors, O/S: Pwr Fold., Man. Ext., Heat, Turn Indicator
  - E63-Durabed
  - F60-Front Spring / Camper Package: Heavy Duty
  - FE9-Federal Emissions
  - G80-Auto Locking Differential, Rear
  - GAN-Silver Ice Metallic
  - GT4-Rear Axle: 3.73 Ratio
  - H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
  - IOR-Chevrolet Infotainment, 7" Color Screen
  - JGF-GVW Rating 10,650 Lbs
  - JL1-Integrated Trailer Brake Controller
  - K34-Cruise Control
  - K47-Heavy Duty Air Filter
  - KC4-Cooler, Engine Oil
  - KI4-120 Volt Electrical Receptacle, In Cab
  - KNP-Transmission Cooling System
  - KW7-Alternator, 170 AMP
  - L8T-Engine: 6.6L, V-8, SIDI
  - MYD-6-Speed Automatic

- NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift
- NZZ-Skid Plate
- PCX-1CX/2CX Convenience 1 Package
- PDX-1CX Custom Value Package
- Q86-Wheels: 20" Aluminum
- QF9-Tires: LT275/65 R20 All Terrain, Blackwall
- QK1-Standard Tailgate
- QT5-Tailgate Function--EZ Lift, Power Lock & Release
- RGE-Safety Confidence Package
- RIA-LPO - Interior Floor Liners
- SAF-Spare Tire Lock
- SNO-LPO - Gooseneck Hitch Completion Package
- U01-Roof Marker Lamps
- U2K-SiriusXM Satellite Radio (subscription)
- UDD-Driver Info Display
- UE1-OnStar Communication System
- UEU-Sensor, Forward Collision Alert
- UF2-Lighting, Cargo Box, LED
- UHY-Automatic Emergency Braking
- UK3-Radio Controls -Steering Wheel
- UVC-Rear Vision Camera
- UVO-Cargo Bed View Camera
- V76-Recovery Hooks
- VK3-Front License Plate Mounting Provisions
- YM8-LPO Processing Option
- Z6A-Gooseneck / 5th Wheel Prep Package
- Z82-Trailer Package
- ZLA-Infotainment Package
- ZYG-Tire, Spare: LT275/70 R18 All Terrain, Blackwall

**Disclaimer:**

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

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, NOVEMBER 22, 2022**

MARK ENVELOPES

**"NEW ROOF ON PANOLA COUNTY COURTHOUSE"**

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

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

Any questions concerning this Invitation to Bid and specifications should be directed to Maintenance Superintendent, Tommy Earle, at (903) 693-0318 or 903-692-2844.

---

Signature

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**NEW ROOF ON PANOLA COUNTY COURTHOUSE**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

**Not later than 1:30 p.m., Tuesday, November 22, 2022**

Mark Envelopes:

**"NEW ROOF ON PANOLA COUNTY COURTHOUSE"**

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

---

Signature

**INVITATION TO BID**  
**INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2022.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Bidder

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court reserves the right to accept any and all or none of the exception(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 ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

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

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

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

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

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

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

---

Signature of Bidder



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

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

**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.

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

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

---

Signature of Bidder

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Bidder

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

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

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

**PAYMENT** will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Gov't Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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

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

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

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

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

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

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Signature of Bidder

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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

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 Maintenance Superintendent, Tommy Earle, at (903) 693-0318 or (903)692-2844.

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Signature of Bidder

## **BID SPECIFICATIONS**

### **NEW ROOF FOR PANOLA COUNTY COURTHOUSE BUILDING**

Bid should include any and all expenses involved with the replacement of the flat roof at the Panola County Courthouse.

**Job Description:** Install 5 sections of overlay on existing Courthouse roof totalling approximately 16,000 sq ft to the Panola County Courthouse building. Install Ultraply 60 mil TPO White membrane roofing system with 20-year NDL warranty against defects, materials, and workmanship. (Meets or exceeds ASTM D6878 requirement.)

Install 3 - inch Fan Fold insulation board.

Install Ultraphy 60 mil White Membrane.

Install 1-3/4" to 2" fascia bar to cover overhead and rake trim.

Install Firestone accessories as required.

Install proper HVAC pad units (walk pads) on roof top;

Remove and replace any material that exhibits decay, decomposition, and/or rot;

Have the necessary Commercial Roofing General Liability and Worker's Compensation Insurance; and

Clean up and dispose of construction related equipment and debris on a daily basis.

Repair any damage done to grounds.

**BID FORM AND CONTRACT**

**ROOF REPLACEMENT FOR COURTHOUSE BUILDING**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, 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 understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

**ROOF REPLACEMENT-COURTHOUSE BUILDING \$ \_\_\_\_\_**

Exceptions to specifications: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE