## PANOLA COUNTY SHERIFF'S OFFICE

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



314 W. Wellington Carthage, Texas 75633

## **Sheriff Cutter Clinton**

February 7, 2023

The Honorable Rodger McLane Panola County Judge 110 S. Sycamore Carthage, Texas 75633

Dear Judge McLane,

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

Please record the resignation of Karen Naylor, a Detention Corporal for the Panola County Sheriff's Office, effective February 24, 2023.

Sincerely,

Cutter Clinton

Sheriff

CC/lw

CC:

Jennifer Stacy Joni Reed

## PANOLA COUNTY SHERIFF'S OFFICE

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



314 W. Wellington Carthage, Texas 75633

### **Sheriff Cutter Clinton**

February 8, 2023

The Honorable Rodger McLane Panola County Judge 110 S. Sycamore Carthage, Texas 75633

Dear Judge McLane,

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

Please record the change in position for Matthew Mitchell from Detention Corporal at a pay rate of \$19.77 per hour to Deputy Sheriff for the Panola County Sheriff's Office at a pay rate of \$24.47 per hour effective February 25, 2023.

Please record the change in position for James McBrayer from Detention Officer at a pay rate of \$18.11 per hour to Deputy Sheriff for the Panola County Sheriff's Office at a pay rate of \$24.47 per hour effective February 25, 2023.

Sincerely.

Cutter Clinton

Sheriff

CC/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

February 9, 2023

Panola County Commissioners Court Panola County Courthouse

### Gentlemen:

Please record the employment of Vuntara Rose, upon successful completion of the drug test and physical, for the position of Deputy Clerk in the Panola County Tax Office, Auto Registration Department, effective February 13, 2023 at the starting salary of \$16.55 per hour.

Thank you for your continued support and cooperation.

Sincerely

Holly Globy

Tax Assessor-Collector

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

# NOTICE OF PROPOSED INSTALLATION PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

Construction of this line will begin on or after the

c/o

MARCH, 2023

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

FIRM: TAND ENERGY HOLDINGS
BY: Randy Permenter

TITLE: Operations Landman

ADDRESS: BZI E SE Loop 323, Such 400

Tyler, To 75701

PHONE: (903) 594-8367

# **APPROVAL**

February 14, 2023

TO: Tanos Energy Holdings Attn: Randy Permenter 821 ESE Loop 323, Suite 400 Tyler, TX 75701

RE: County Road #1552

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" Natural Gas & 4" Poly (in 8" casing) water lines** within the right-of-way of County Road **#1552** 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.

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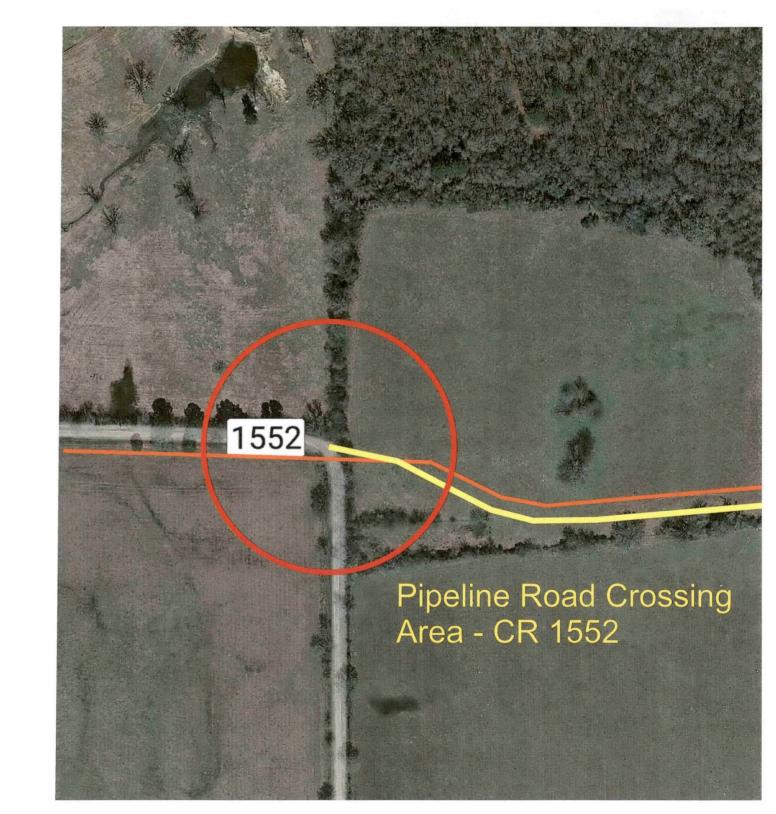
COMMISSIONERS:

Precinct #1 Billy Alexander

Precinct #2 David A. Cole

Precinct #3 Craig M. Lawless

Precinct #4 Dale LaGrone



# 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:
(COMPANY NAME) proposes to place a
(COMPANY NAME)
6 NATURAL GAS line within the Right-of-Way
(PIPE SIZE)
of County Road: 163 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 line in Panola County.
The location and description of the proposed line and appurtenances is more fully show by the copies of the drawings attached to this notice. The line will be constructed an anintained 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 day of day of
FIRM: Tanos Everey Holdings BY: Randy Permenter TITLE: Describens Lendman ADDRESS: 821 E SE Gap 323, Suite 400 Tyley The 15701 PHONE: (1) 903-594-8367

# **APPROVAL**

February 14, 2023

TO: Tanos Energy Holdings Attn: Randy Permenter 821 ESE Loop 323, Suite 400

Tyler, TX 75701

### RE: County Road #163

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" Natural Gas line** within the right-of-way of County Road **#163** 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.
- 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.

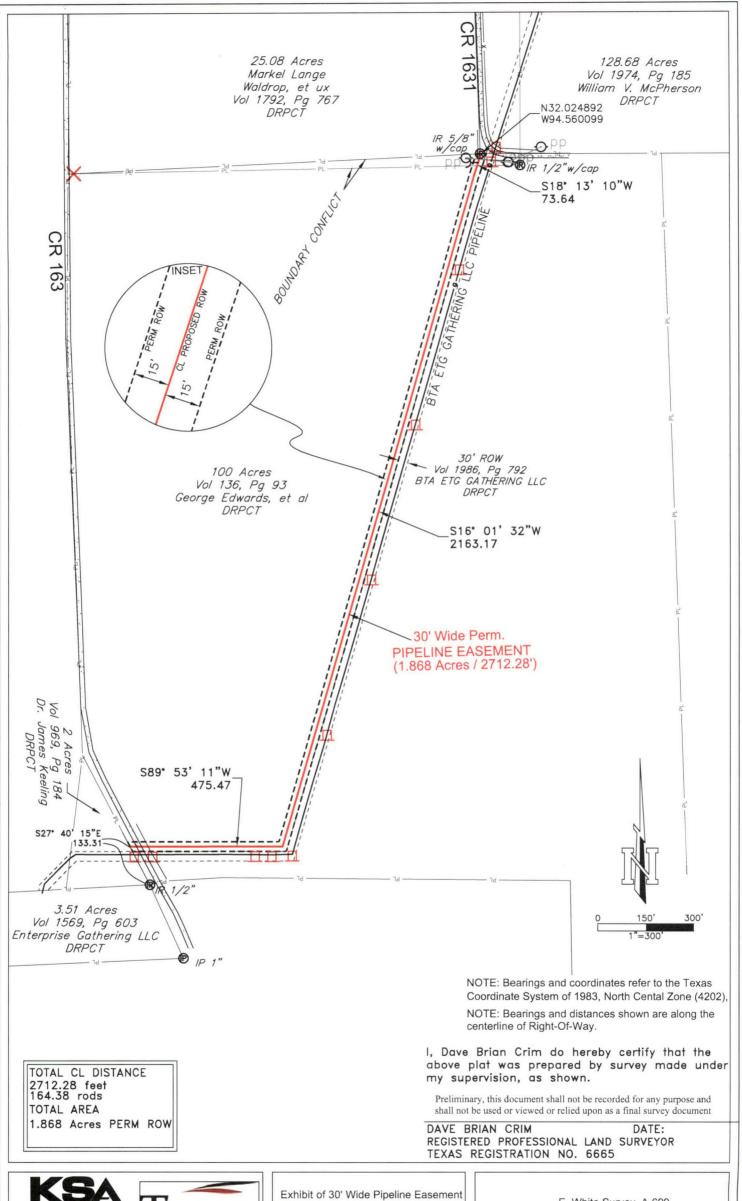
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:

COUNTY JUDGE

#### **COMMISSIONERS:**

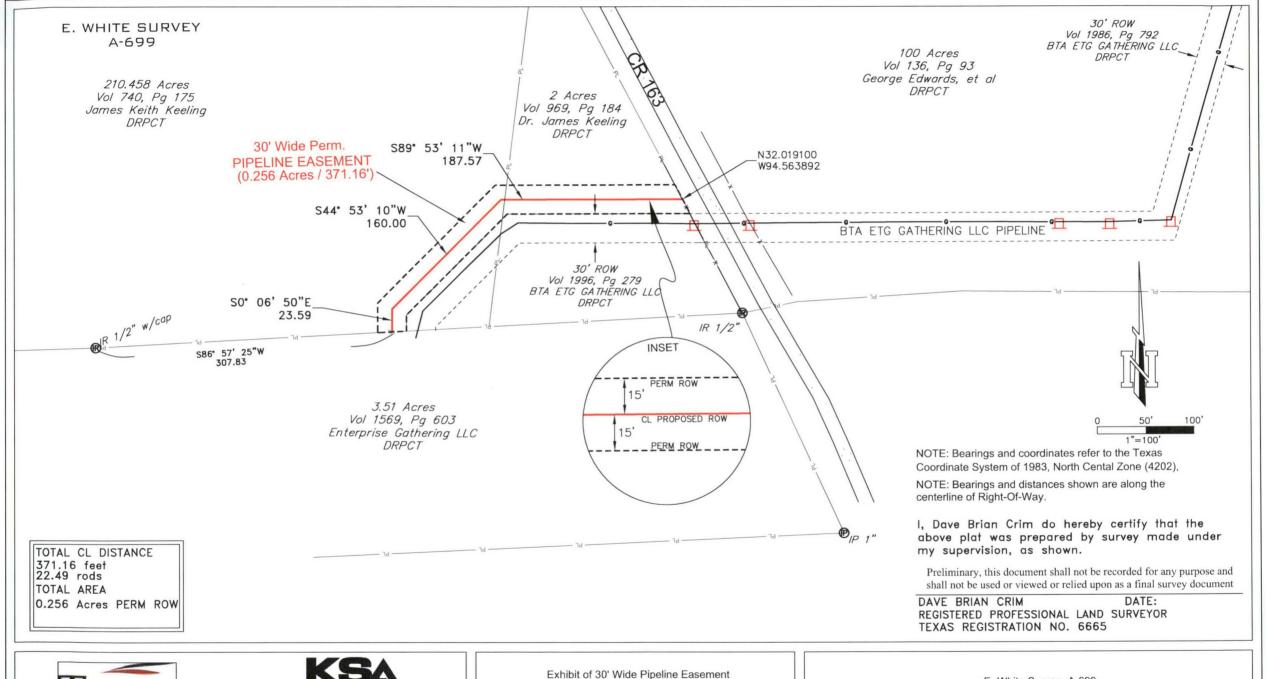
Precinct #1 Billy Alexander
Precinct #2 David A. Cole
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone





Across the Property of RAY JOHNSON

E. White Survey, A-699 Panola County, Texas







140 E. Tyler St. Ste 600 Longview, Texas 75601 T.903-236-7700 F.903-236-7779 www.ksaeng.com TBPLS Firm Reg. No. 10115000

Across the Property of KEITH KEELING

E. White Survey, A-699 Panola County, Texas

# NOTICE OF PROPOSED INSTALLATION PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

# **APPROVAL**

February 14, 2023

TO: Tanos Energy Holdings
Attn: Randy Permenter
821 ESE Loop 323, Suite 400
Tyler, TX 75701

## RE: County Road #163

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" Natural Gas & 4" Poly (In 8" casing) water line** within the right-of-way of County Road **#163** 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:

Purely 15 Man COUNTY JUDGE

#### **COMMISSIONERS:**

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

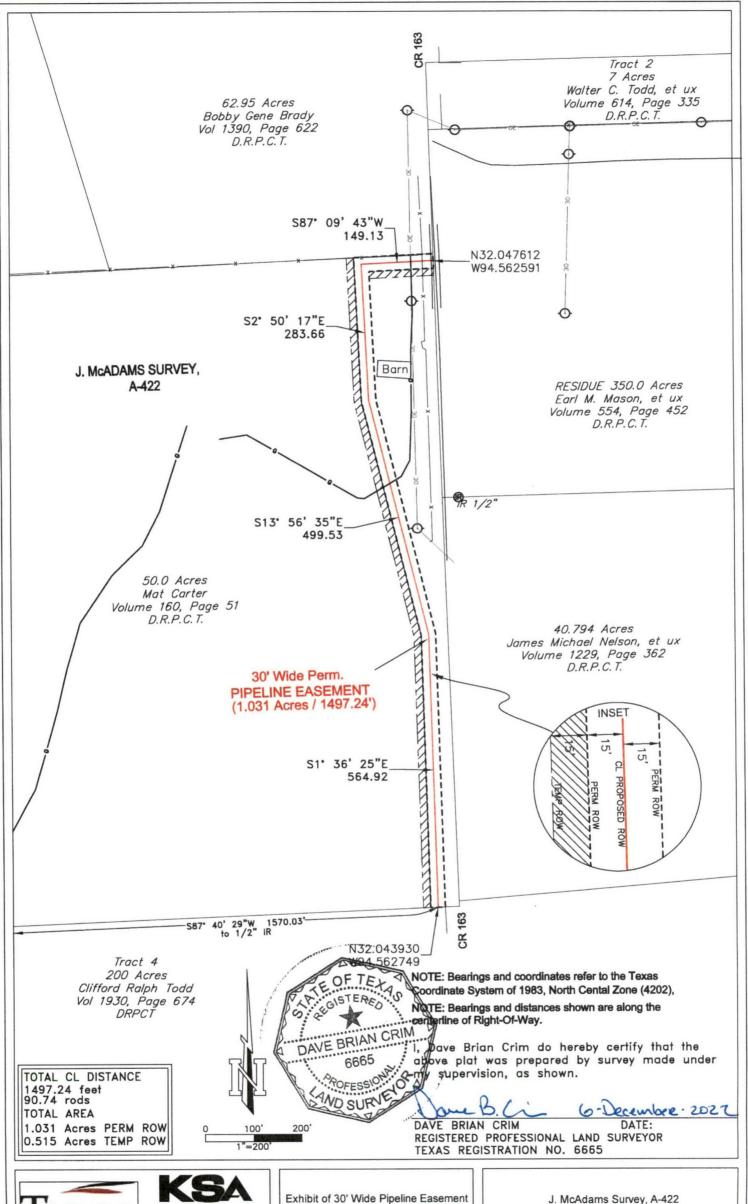
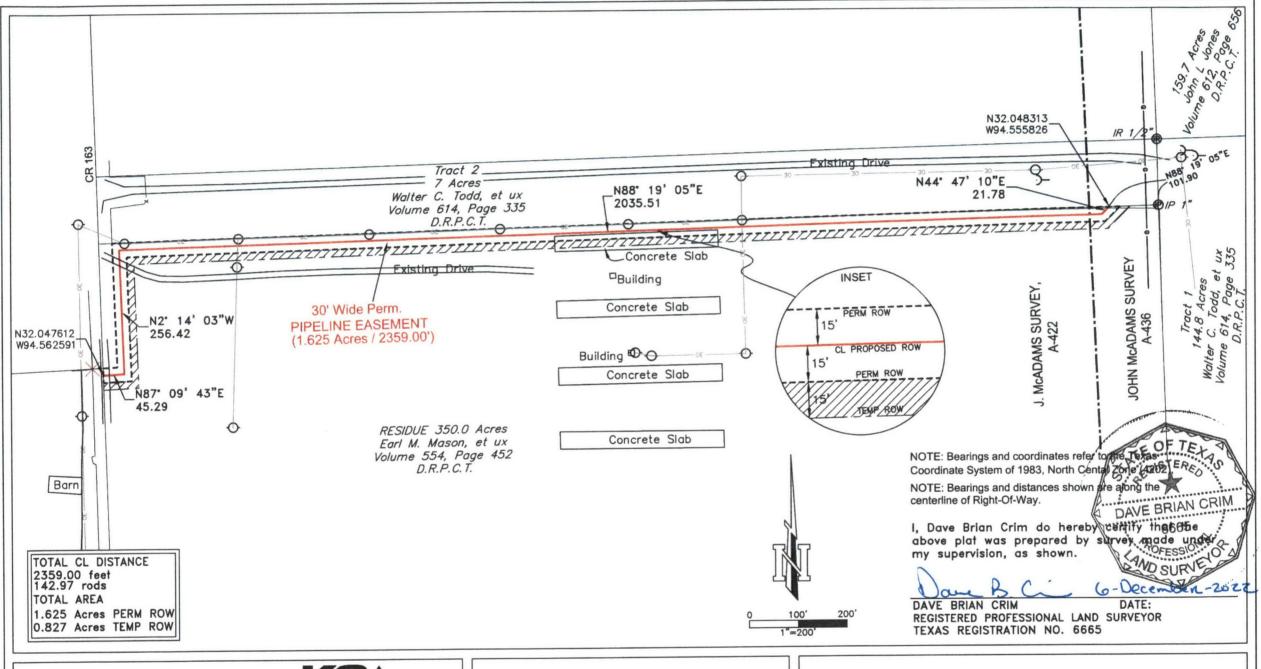






Exhibit of 30' Wide Pipeline Easement Across the Property of *Mat Carter*  J. McAdams Survey, A-422 Panola County, Texas







140 E. Tyler St. Ste 600 Longview, Texas 75601 T.903-236-7700 F.903-236-7779 www.ksaeng.com TBPLS Firm Reg. No. 10115000 Exhibit of 30' Wide Pipeline Easement Across the Property of Earl M. Mason, et ux

- J. McAdams Survey, A-422
- J. McAdams Survey, A-436 Panola County, Texas

# NOTICE OF PROPOSED INSTALLATION PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEF Formal notice is he	
TANOS ENERGY Holdings (COMPANY NAME)	proposes to place a
(COMPANY NAME)	proposes to place a
6" NATURAL GAS (PIPE SIZE)	line within the Right-of-Way
of County Road:	as follows:
The proposed pipeline will cross under the installation shall be made by boring a total length (	indicated roads on the attached sheet. of line in Panola County.
The location and description of the propose by the copies of the drawings attached to this maintained on the County Right-of-Way as of accordance with current Panola County Specificat	directed by the County Commissioners in ions.
Construction of this line will begin on or after FEBRUARY, 2023.	er theday of
BY: TITLE ADDF	Tanos Ereley Holdings Randy Permenter Decrations Lendman RESS: 821 E SE Cup 323, Sinte 400 Tyley To 15701

# **APPROVAL**

February 14, 2023

TO: Tanos Energy Holdings Attn: Randy Permenter 821 ESE Loop 323, Suite 400 Tyler, TX 75701

RE: County Road #1631

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" Natural Gas line** within the right-of-way of County Road **#1631** 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:

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- 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.
- 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

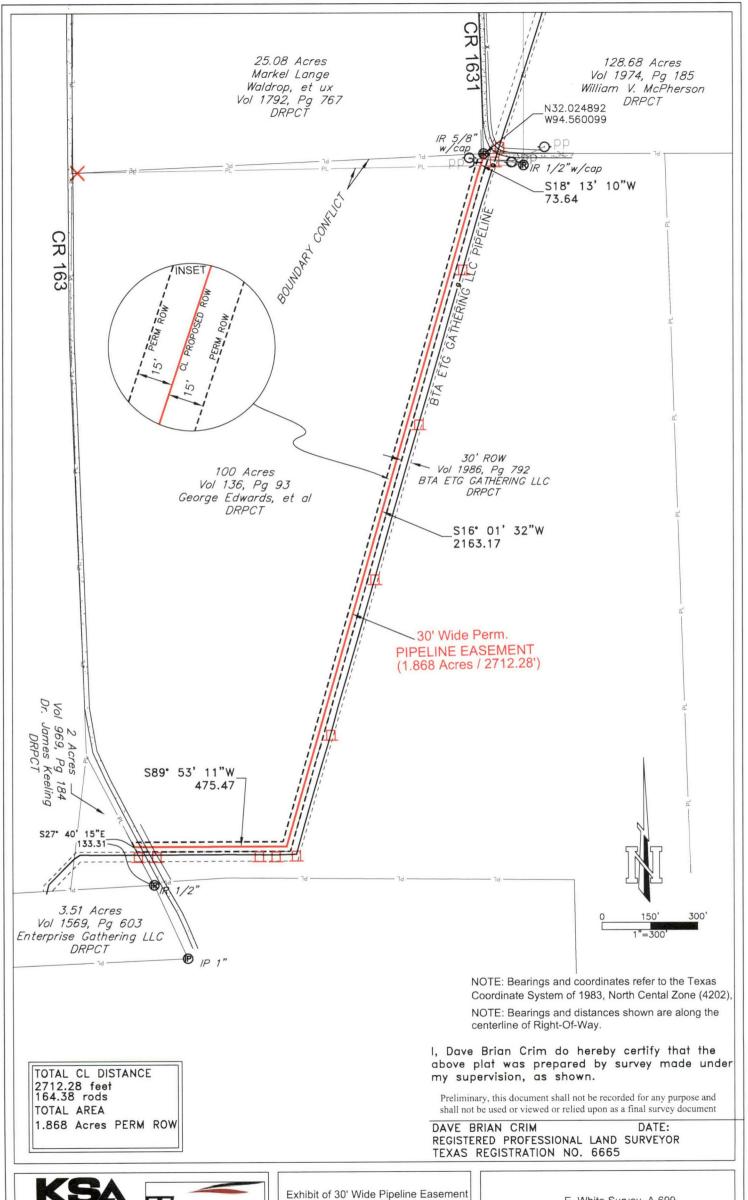
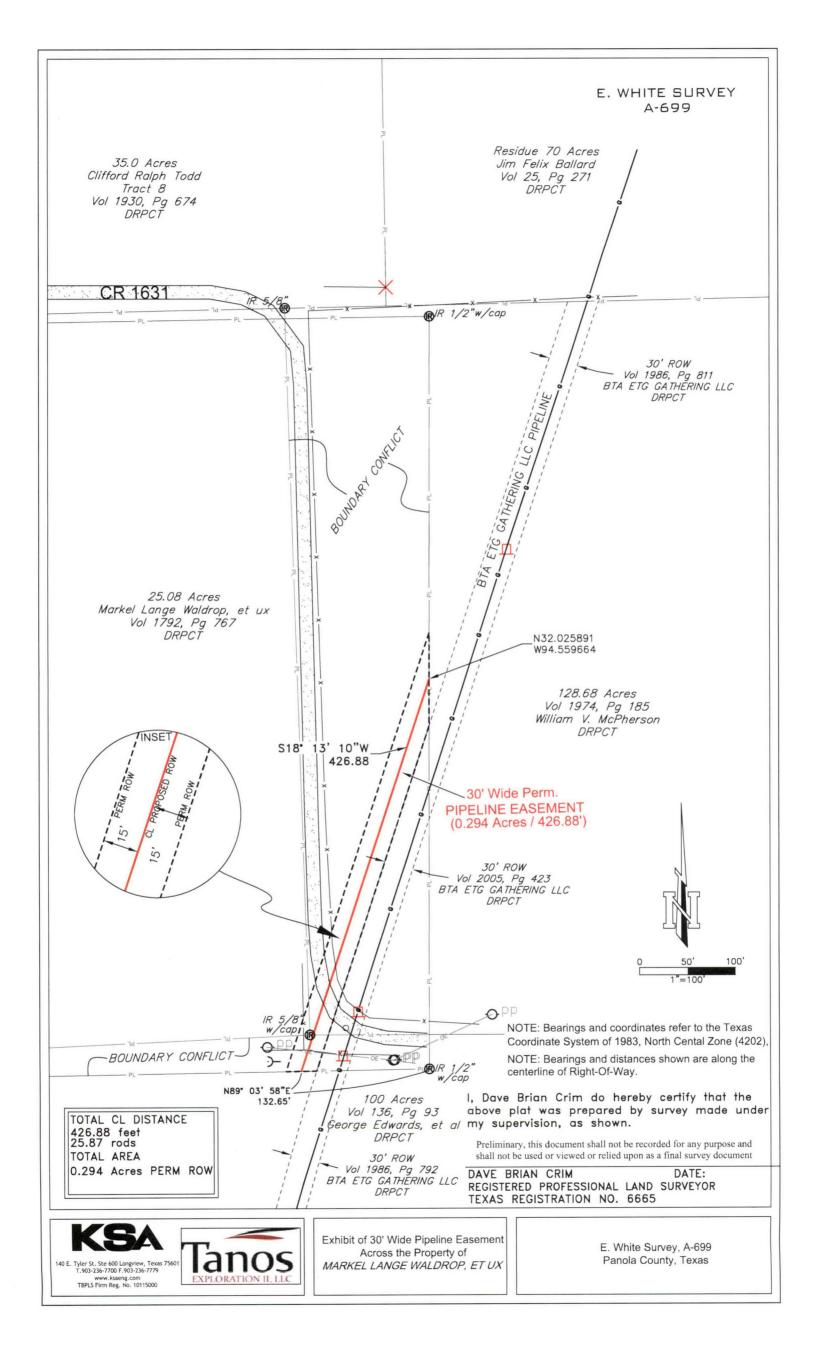




Exhibit of 30' Wide Pipeline Easement Across the Property of RAY JOHNSON

E. White Survey, A-699 Panola County, Texas



## **SALES QUOTATION**



Salesperson: Cell: E-mail:

Warranty

**JOE GUNN #910** 

10110 Daradale Avenue Baton Rouge, Louisiana 70816 Main Line: (225) 291-3750

\$0.00

\$180,000.00

Applicable Tax

Fax Line: (225) 368-2241

Customer: PANOLA COUNTY Manufacturer: DEERE
Contact: BILLY Model: 160G
Phone: 903-938-2660 Stock#: LN058319

Manufacturer: DEERE

Model: 160G

Stock#: LN058319

Serial #: 058319

Phone:			Stock #: Serial #:	LN058319 058319	
Date:			Expires:	02/1	1/23
Year:	2021	EXCAVATOR		Hours:	439
Quantity	Code	Description			Sales Price
	05Q1FF	160G LC AUX CPLR	LIST	PRICE	\$263,225.00
			35% DIS	COUNT	\$92,128.75
	1095	ENGINE TIER FT4			\$171,096.25
	1600	CUSTOMER DELIVERY PACKET			
	170C	JDLINK ULT 5YR YUKON			
	3250	700MM TRIPLE SEMI-G SHOES			
	4130	SEAT-AIR SUSPENSION/HEATED			
	6835	1-PC BOOM W/CYLINDERS/LINKAG			
	7180	ARM 3.1M 10'2" ASSEMBLY			
	7496	AUX 3.08M W/ AFL & VPR			
	8001	LESS BUCKET			
		STRCKLND HYD CPLR (SN:41469)			\$5,200.00
		STRCKLND HYD THUMB (SN:1038801-25)			\$5,905.00
		42" BUCKET			\$4,290.00
		POWER TRAIN AND HYRDAULIC			\$3,000.00
		EXTENDED WARRANTY GOOD THROUGH			
		OCTOBER 20, 2025 OR 4000 HOURS			
		vender discount			\$9,491.25
		BUY BOARD 685-22			
		BUT BUAND 003-22			
					<b>*</b>
RADE INF	ORMATION		Machine	e Sale Price	\$180,000.00
				Rental Interest	-
				own Payment	-
			DE IN + PAYOFF		-
	subject to credit app			SUB TOTAL	\$180,000.00
accept this q	uote with noted revi	sions.	DOC	UMENT FEES	\$0.00
ignature:	Keeler A	Mike	TOTA	L Without Tax	\$180,000.00
-					

Annual Retail Rate	Terms	Monthly Note
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# **Application For Extended Warranty**

For John Deere Construction, Forestry, And CCE Products

Print Form

Date: 2-14-23

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere\*. ("In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere's obligations under the Extended Warranty for John Deere Construction, Forestry, and CCE Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked:

- Transaction	, ooverag	option(s) checked						
Check One:  Commercia Forestry or	-	Governmental	Rental	1. APPLICA	TION GROUP			
			y Extreme Duty**					
** Forestry Extreme Duty a	applications are	648, 748, 848 model grapple	skidders equipped with regu	ons, Scrap Handling, ar (NOT Sweda) axle	and any other applications that are similarly or, chains and/or dual tires. (36 months/ 6,00	lestructive or similarly 0 hours maximum cov	heavy duty. (36 months/ 6,0 rerage)	000 hours maximum coverage)
FOR EACH CO	ERAGE	OPTION SELECT	RTRAIN OPTION, FROM ORIGINAL ED, CHECK THE A	OR A COMB DATE OF DI APPLICABLE	YPE & DURATION INATION OF FULL MACHIN ELIVERY.*** STANDARD WARRANTY E I maximum specified for the	RELOW THE	N SELECT THE T	
Full Machine					☑ Powertrain Plus Hydra		oplication group.	
	Mo	xpiration - First To (Months or Hounths after first retail p	rs)		Powertrain or Engine Only	xpiration - Firs (Months or ths after first ref	Hours)	
	12 months 24 months	12 24 36 48 N/A 12 24 36 N/A N/A 12 24 re additional months, a	60 72 84 48 60 72 36 N/A N/A		24 months	N/A 12 24 N/A N/A 12		2
		prresponding Standard				responding Stan	hs, after expiration of dard Warranty	
You	u have s	selected	total months	i	You have s	elected 48	total mo	nths
		and	hours			and 40	00 hour	S
Note: 24 months St 24 months Fu	III Machine	rranty is for Scraper Standard Warranty fo	or Compact Construc	tion Equipment		Standard Warra	nty for Compact Cor	rtrain only estruction Equipment
Owner Name		*** Less duration of	of rental, demonstr	ation, or othe	r usage, if any, prior to first r Email Address	etail purchase	or lease.	
					Email Address			
Address (Street, F	RR)	(City/T	own)	(Si	tate/ Providence)	(Zip/Postal	Code)	
DEALER NUMBER		ETT MACHINE	RY SERVICES	S	Address 2996 S ACCES	SRD		
	LONG\	ŽIĖW			(State/Providence	)	Prepared By: JOE	GUNN
Product Description	Model 160G		TOR		Hourmeter Readin 439	1FF160G	SXCMF058319	2-02-2023
MOITIO AND KEN	ILDIES IN	COMMECTION WITE	EXTENDED WARR	ANTY ARE LIM	are set forth on this document. I ITED AS INDICATED ON BOTH NTY OF MERCHANTABILITY OF	1 DACES OF TH	JIC DOCLIMENT IN	DIEDE DEDMITTED
in effect.) Scraper to ACKNOWLEDGEN	ractor Exte MENTS: I haderstand the	nded Warranty is limitable read and understant the coverage app	ted to the powertrain and the terms, include	e or powertrain only with a \$75 ing limitations	er will be responsible for the first , or (2) hydraulics (if Extended P 0 deductible for each repair ever and exclusions, of John Deere's and until (1) a properly complete	owertrain Plus I nt covered under Extended Warr	Hydraulics coverage er the Extended War	is the only coverage ranty.
Owner Signa					Date:			
The Owner and	product ic	dentified above me	et all requirements	for the cover	rage requested, and the cove	erage charge	has been paid.	
Dealer Signa					Date:			
complete details	s.) Comple	red portion of this ete the section belo	Extended Warrant ow to request trans	y may be tran fer.	sferred with John Deere's ap	proval (See S	Section H on seco	nd page for
Purchaser Applica Forestry or Sev		Dealer Number	Purchaser Name			ss (street, RF		
Commercial	. Cio Duty	Charged	PANOLA COUN	ITY PCT 1	1121	E SABINE	4	
Governmental Rental			(City/Town) CARTHAGE			(State/Pro		/Postal Code)
Forestry/Extrem Date Machine S		Transfer Hourmeter	Date Inspection com	ploted M	1 A	TX		75633
2-01-2023	olu	Reading439	& approved /226	ZA23 XV	ture of New Buyer	Date D	ealer Confirmatio	n Date
JD-E 17-12 Effec	tive (7/Ju		,	X	THAVE RECEIVED BO	TH (2) PAGE		

OF THIS APPLICATION FORM. Owner Initials.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere eplacements installed by an authorized John Deere dealer ("Dealer"). Such repair or eplacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the Extended Warranty period begins when the product's соггеsponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage s transferred to a subsequent purchaser of this product in accordance with Section H

#### FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts 'equire fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
- · Extended Warranty Contracts on Bogie Skidders.
- · All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.

Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Fractors and Pull-Type Scrapers are excluded from this requirement.

Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals or specific models and hours of coverage. If sample frequency is not maintained, and epairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Narranty contract.

Maintenance: The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate ecords verifying maintenance

- and LII SERIES SKIDDERS and BOGIE SKIDDERS, L and LII SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Jptime Extended Warranty and Preventative Maintenance contract, the following will be required;
- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).
- A dealer must perform Bogie axle preventative maintenance as outlined in the Operator's

#### FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.

WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

- I. Engine Only Coverage (excludes Cummins and Detroit Diesel Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring jear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, urbocharger and gaskets, water pump and gaskets.
- ?. Powertrain Coverage: If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control alves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front vheel-drive sensors (not wiring harness), hydrostatic system components including: propel notor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing unction (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including trive pump and motor, electric control, solenoid control valve, and divider valve), nechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, everser with control valve, splitter drive, swing motor and brake, swing gearbox and pearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, pearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and :lutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (DLR), brake resistor, motor cable issembly, generator cable assembly, brake resistor cable assembly.
- 3. Powertrain plus Hydraulics Coverage: If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the ollowing hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief alves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, lydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, ilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: rossover relief valve, priority valve, steering pump, steering valves and cylinders
- I. Full Machine Coverage: If you purchased Full Machine Extended Warranty the engine, rowertrain, and powertrain plus hydraulic items above are covered along with the following ion-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and nonowertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, angine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and issociated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses,

Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve,

D. ITEMS NOT COVERED. John Deere is not responsible for the following:

- Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
- 2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
- 3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimbers and all Waratah attachments do not qualify for Extended Warranty.
- 4 Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
- 5. Premiums charged for overtime labor requested by the Owner.
- 6 Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
- 7. Depreciation and normal wear.
- Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or
- 9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
- 10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
- 11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business
- 12. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by use of such parts or repairs, maintenance or modifications not performed by an authorized John Deere dealer.

#### E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

- The product is altered or modified in ways not approved by John Deere; or
- 2. The product's hour meter has been rendered inoperative or otherwise tampered with; or
- 3. The product is removed from the United States or Canada; or
- Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

#### F. LIMITATIONS OF JOHN DEERE'S LIABLITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for

- OBTAINING EXTENDED WARRANTY SERVICE. To obtain service covered by Extended Warranty, the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business
- TRANSFER OF UNUSED COVERAGE UPON RESALE. Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:
  - 1. The subsequent purchase is made before the product's Extended Warranty expires; and
  - 2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
  - 3. John Deere's written confirmation of the transfer is received by the subsequent purchaser, and
  - 4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.
- NO STATUTORY OR IMPLIED WARRANTY. Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.



## Panola County, Texas

# **Treasurers Report**

Summary

Date Range: 01/01/2023 - 01/31/2023

A CON				nt - 4 Ch	Not Change	Calculated	Actual	Calculated -
	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Ending Balance	Ending Balance	Actual Ending
Fund	769.659.74	1.400,357.93	1,358,000.62	-212,100.00	126,710.39	897,406.66	897,406.66	0.00
100 - GENERAL	12,059.25	37.37	0.00	0,00	4,541.46	7,555.16	7,555.16	0.00
110 - CREDIT CARD CLEARING FUND	17,737.14	59.41	0.00	0.00	16,990.14	806.41	806.41	0.00
112 - JP CREDIT CARD CLEARING	41,354.68	1,446.77	0.00	0.00	957.41	41,844.04	41,844.04	0.00
130 - LAW LIBRARY	166.92	0.46	0.00	0.00	0.00	167.38	167.38	0.00
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	62,794.98	1,824.30	62.49	0.00	0.00	64,556.79	64,556.79	0.00
150 - COURTHOUSE SECURITY	25,360.14	162.64	1.44	0.00	0.00	25,521.34	25,521.34	0.00
160 - RECORDS MANAGEMENT	7,912.51	57.01	0.00	0.00	0.00	7,969.52	7,969.52	0.00
162 - COUNTY & DISTRICT COURT T	15.786.44	43.94	0.00	0.00	0.00	15,830.38	15,830.38	0.00
165 - COURT RECORD PRESERVATION	23,939.21	75.37	0.00	0.00	0.00	24,014.58	24,014.58	0.00
166 - DISTRICT COURT RECORDS TECHNOLOGY	23,959.21 18.959.92	558.33	0.00	0.00	0.00	19,518.25	19,518.25	0.00
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION		7,972.57	0.00	0.00	0.00	237,385.18	237,385.18	0.00
170 - COUNTY CLERK RECORDS PRES	229,412.61	7,615.20	0.00	0.00	0.00	420,394.11	420,394.11	0.00
175 - ARCHIVE FEES	412,778.91	196.71	0.00	0.00	0.00	42,365.73	42,365.73	0.00
180 - JUSTICE COURT TECHNOLOGY	42,169.02	2.23	38.72	0.00	0.00	2,403.37	2,403.37	0.00
190 - V.I.T. INTEREST	2,439.86	3,129.97	0.00	0.00	0.00	29,002.45	29,002.45	0.00
195 - ELECTION SERVICES CONTRAC	25,872.48	5,125.57 695,686.27	244,298.51	-400,000.00	137,003.95	1,385,877.64	1,385,877.64	0.00
200 - ROAD & BRIDGE	671,493.83	0.56	0.00	0.00	0.00	188.11	188.11	0.00
252 - PANOLA COUNTY AUCTION PROCEEDS	187.55		103,540.09	0.00	5,992.98	140,661.29	140,661.29	0.00
300 - FM & LATERAL	203,564.68	46,629.68 108.25	12,763.68	0.00	4,328.49	24,586.50	24,586.50	0.00
410 - SUPERVISION	41,570.42	261.81	0.00	0.00	0.00	32,549.07	32,549.07	0.00
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	32,287.26		0.00	0.00	0.00	48,779.90	48,779.90	0.00
520 - PANOLA JUVENILE PROBATION	47,252.63	1,527.27	0.00	0.00	0.00	69.327.86	69,327.86	0.00
530 - JUVENILE TITLE IV-E	69,120.43	207.43	0.00	0.00	0.00	0.00	0.00	0.00
540 - TJPC/ C.C.A.P. FUND	0.00	0.00		0.00	0.00	1,341.06	1,341.06	0.00
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	1,341.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00
555 - PRE & POST ADJUDICATION	0.00	0.00	0.00	0.00	265.00	56,480.52	56,480.52	0.00
560 - TJPC/A/183(REGULAR)	28,511.20	30,988.00	2,753.68	0.00	343.23	394.55	394.55	0.00
572 - PROBATION PAYROLL FUND	737.78	0.00	0.00		0.00	0.00	0.00	0.00
580 - COMMITMENT REDUCTION PROG	. 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
582 - MENTAL HEALTH SERVICES GRANT N	0.00	0.00	0.00	0.00	270.49	385,096.55	385,096.55	0.00
585 - LOCAL MATCH FUNDING/ CALE	186,269.54	208,597.00	9,499.50	0.00	0.00	16.625.63	16,625.63	0.00
700 - HOT CHECK FEE	16,625.63	0.00	0.00	0.00		22,633.60	22,633.60	0.00
720 - PRETRIAL INTERVENTION PROGRAM FUND	22,570.78	62.82	0.00	0.00	0.00	•	644.13	0.00
800 - SHERIFF'S STATE FORFEITUR	14,425.50	18.63	13,800.00	0.00	0.00	644.13 43.549.24	43,549.24	0.00
810 - JAIL COMMISSARY FUND	43,038.83	510.41	0.00	0.00	0.00		43,549.24	0.00
812 - CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00	3,250,501.15	0.00
813 - AMERICAN RESCUE PLAN FUND	3,241,217.39	9,833.76	550.00	0.00	0.00	3,250,501.15	3,230,301.13	0.00
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#### **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
		36,681.85	102.10	0.00	0.00	0.00	36,783.95	36,783.95	0.00
820 - D A FORFEITURE 830 - STATE APPORTIONMENT - DA		1,407.51	9,195.42	0.00	0.00	0.00	10,602.93	10,602.93	0.00
835 - STATE LONGEVITY PAY SUPPL		332.45	0.93	0.00	0.00	0.00	333.38	333.38	0.00
840 - CONST.PCT.2 STATE FORFEIT		1,073.99	2.99	0.00	0.00	0.00	1,076.98	1,076.98	0.00
842 - CONST.PCT.2 STATE FORFEIT		200.73	0.56	0.00	0.00	0.00	201.29	201.29	0.00
860 - SHERIFF FEDERAL FORFEITUR		8,120.77	22.60	0.00	0.00	0.00	8,143.37	8,143.37	0.00
862 - CDA FEDERAL FORFEITURE		60,772.52	169.16	0.00	0.00	0.00	60,941.68	60,941.68	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		328.32	0.91	0.00	0.00	0.00	329.23	329.23	0.00
881 - CHILD PROTECTIVE SERVICES		45,693.61	30,701.30	6,800.00	0.00	0.00	69,594.91	69,594.91	0.00
883 - HEALTH FUND		377,928.61	3,565.60	1,098.11	0.00	0.00	380,396.10	380,396.10	0.00
885 - AIRPORT		319,471.41	7,516.47	46,627.86	-44,759.86	3,966.05	321,153.83	321,153.83	0.00
920 - ROAD BOND 1971		66,296.02	372.74	0.00	0.00	0.00	66,668.76	66,668.76	0.00
940 - PERMANENT IMPROVEMENT		47,095.28	280.69	0.00	0.00	0.00	47,375.97	47,375.97	0.00
950 - JAIL IMPROVEMENT FUND		477.22	1.33	0.00	0.00	0.00	478.55	478.55	0.00
968 - PANOLA COUNTY RETIREE HEA		2,079,097.43	68,471.92	140,653.24	300,000.00	-4.00	1,706,920.11	1,706,920.11	0.00
972 - PAYROLL FUND		39,382.28	0.00	0.00	0.00	17,140.65	22,241.63	22,241.63	0.00
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY		0.04	0.00	0.00	0.00	-703.22	703.26	703.26	0.00
980 - CRIMINAL JUSTICE		40.00	0.00	0.00	0.00	-19,665.73	19,705.73	19,705.73	0.00
981 - CRIMINAL JUSTICE CIVIL		0.00	0.00	0.00	0.00	-2,323.21	2,323.21	2,323.21	0.00
982 - APPELLATE JUDICIAL FEES		110.00	0.00	0.00	0.00	-230.77	340.77	340.77	0.00
	Report Total:	9,413,128.36	2,538,376.82	1,940,487.94	-356,859.86	295,583.31	10,072,293.79	10,072,293.79	0.00

# **Fund Balance Report**





Panola County, Texas

Fund	Ве	ginning Balance	Total Revenues	<b>Total Expenses</b>	<b>Ending Balance</b>
100 - GENERAL		21,701,946.14	1,400,357.93	1,358,000.62	21,744,303.45
130 - LAW LIBRARY		94,397.27	1,446.77	0.00	95,844.04
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND		166.92	0.46	0.00	167.38
150 - COURTHOUSE SECURITY		249,794.98	1,824.30	62.49	251,556.79
160 - RECORDS MANAGEMENT		31,360.14	162.64	1.44	31,521.34
162 - COUNTY & DISTRICT COURT T		7,912.51	57.01	0.00	7,969.52
165 - COURT RECORD PRESERVATION		15,786.44	43.94	0.00	15,830.38
166 - DISTRICT COURT RECORDS TECHNOLOGY		23,939.21	75.37	0.00	24,014.58
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION		18,959.92	558.33	0.00	19,518.25
170 - COUNTY CLERK RECORDS PRES		632,412.61	7,972.57	0.00	640,385.18
175 - ARCHIVE FEES		465,778.91	7,615.20	0.00	473,394.11
180 - JUSTICE COURT TECHNOLOGY		106,169.02	196.71	0.00	106,365.73
190 - V.I.T. INTEREST		2,439.86	2.23	38.72	2,403.37
195 - ELECTION SERVICES CONTRAC		25,872.48	3,129.97	0.00	29,002.45
200 - ROAD & BRIDGE		8,637,686.15	695,686.27	244,298.51	9,089,073.91
252 - PANOLA COUNTY AUCTION PROCEEDS		187.55	0.56	0.00	188.11
300 - FM & LATERAL		2,302,166.67	46,629.68	103,540.09	2,245,256.26
410 - SUPERVISION		39,324.32	123,119.68	137,857.50	24,586.50
420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES		6,415.75	23,212.00	18,028.21	11,599.54
481 - PANOLA COUNTY CSCD ADULT DRUG COURT		31,217.95	1,331.12	0.00	32,549.07
520 - PANOLA JUVENILE PROBATION		52,664.63	6,115.27	0.00	58,779.90
530 - JUVENILE TITLE IV-E		137,649.40	1,678.46	0.00	139,327.86
540 - TJPC/ C.C.A.P. FUND		3,880.58	0.00	3,880.58	0.00
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM		0.00	1,341.06	0.00	1,341.06
555 - PRE & POST ADJUDICATION		26,264.00	0.00	26,264.00	0.00
560 - TJPC/A/183(REGULAR)		3,233.92	92,964.00	39,717.40	56,480.52
580 - COMMITMENT REDUCTION PROG		7,000.00	0.00	7,000.00	0.00
582 - MENTAL HEALTH SERVICES GRANT N		5,301.00	0.00	5,301.00	0.00
585 - LOCAL MATCH FUNDING/ CALE		344,443.77	225,045.37	64,392.59	505,096.55
700 - HOT CHECK FEE		37,625.63	0.00	0.00	37,625.63
720 - PRETRIAL INTERVENTION PROGRAM FUND		22,570.78	62.82	0.00	22,633.60
800 - SHERIFF'S STATE FORFEITUR		37,425.50	18.63	0.00	37,444.13
810 - JAIL COMMISSARY FUND		43,038.83	510.41	0.00	43,549.24
813 - AMERICAN RESCUE PLAN FUND		3,241,217.39	9,833.76	550.00	3,250,501.15
820 - D A FORFEITURE		40,681.85	102.10	0.00	40,783.95
830 - STATE APPORTIONMENT - DA		1,407.51	9,195.42	0.00	10,602.93
835 - STATE LONGEVITY PAY SUPPL		332.45	0.93	0.00	333.38
840 - CONST.PCT.2 STATE FORFEIT		1,073.99	2.99	0.00	1,076.98
842 - CONST.PCT.1 STATE FORFEIT		200.73	0.56	0.00	201.29
860 - SHERIFF FEDERAL FORFEITUR		8,120.77	22.60	0.00	8,143.37
862 - CDA FEDERAL FORFEITURE		60,772.52	169.16	0.00	60,941.68
866 - CONSTABLE PCT 2&3 FEDERAL		328.32	0.91	0.00	329.23
881 - CHILD PROTECTIVE SERVICES		146,693.61	30,701.30	6,800.00	170,594.91
883 - HEALTH FUND		3,920,985.05	3,565.60	1,098.11	3,923,452.54
885 - AIRPORT		488,265.22	7,516.47	46,627.86	449,153.83
920 - ROAD BOND 1971		304,296.02	372.74	0.00	304,668.76
940 - PERMANENT IMPROVEMENT		239,095.28	280.69	0.00	239,375.97
950 - JAIL IMPROVEMENT FUND		477.22	1.33	0.00	478.55
968 - PANOLA COUNTY RETIREE HEA		37,271,693.25	68,471.92	140,653.24	37,199,511.93
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY		0.04	0.00	0.00	0.04
	Report Total:	80,840,674.06	2,771,397.24	2,204,112.36	81,407,958.94

THIS IS AN UNAUDITED REPO

SIGNED! WINK A

2/9/2023 10:46:28 AM Page 1 of 1



#### OFFICIAL BOND AND OATH

IN MY OFFICE
AT 10:15 O'CLOCK A M

Liberty Mutual Surety
Attention: LASS Claima
P.O. Box 34526 1 0 2023
Seattle, WA 98124
Phone: 206-473-6210

Fax: 866-54B6BBIE DAVIS Emgountscheringengengengenterks www.liberpourpadurensessims.com

Notary Public

County, Texas

Panola

Bond Number: 999234590 KNOW ALL PERSONS BY THESE PRESENTS: That we, Brack LaGrone of 124 W Neal St. Carthage, TX 75633 as Principal, and, The a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Ohio Casualty Insurance Company the GOVERNOR OF STATE OF TEXAS and/or his/her successors in the penal sum of One Thousand Five Hundred Dollars And Zero Cents ), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, (\$1,500.00 successors and assigns, jointly and severally, firmly by these presents. SIGNED, SEALED and DATED this 30th day of January 2023 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 01/17/2023 duly Appointed in and for (elected/appointed) to the office of Constable 2023 Panola County in the State of Texas, for a term commencing on the 3rd and ending December 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 perform the duties imposed by law. 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. **Brack LaGrone** The Ohio Casualty Insurance Company Countersigned Attorney-in-Fact Texas Resident Agent Carrie Thomas ACKNOWLEDGEMENT OF PRINCIPAL THE STATE OF TEXAS County of Panola Before me, LeAnn Rafferty, on this day, personally appeared, Brack LaGrone , 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 Texas, this the 3rd day of February Carthage of office, at 2023 .

**SEAL** 

LMS-16831e 04/18

(COUNTY COMMISSIONERS and COUN	TY JUDGE)			
I,	, do solemnly swear (or a	affirm), that I wil	ll faithfully e	xecute the duties of the office of
giving or withholding a vote at the election	nte; and I furthermore solemnly o contribute any money, or val at which I was elected; and I funst the County, except such co	swear (or affirm uable thing, or parthermore solem	n), that I have romised any nnly swear (o	preserve, protect, and defend the Constitution e not directly nor indirectly paid, offered, or public office or employment, as a reward for the r affirm) that I will not be, directly or indirectly, ssly authorized by law and except such warrant as
			Signed _	
Sworn to and subscribed before me, at,		Texas, this -	day of	ſ,
SEAL				
			-	Notary Public
OATH OF OFFICE (GENERAL)			-	County, Texas
I, Brack LaGrone	. do solemniv swear (or	affirm), that I wi	II faithfully e	execute the duties of the office of
Drack Lagrone			-	erve, protect, and defend the Constitution and
laws of the United States and of this State; a	and I furthermore solemnly sweate any money, or valuable thin	ear (or affirm), th g, or promised a	at I have not	directly nor indirectly paid, offered, or promised ice or employment, as a reward for the giving or
Sworn to and subscribed before me, at,	Carthage	Texas, this 3	ord day of	February 2023
SEAL		-	-	Slave Raffelt
			-	Panola County, Texas
THE STATE OF TEXAS  County of Panola	} ss			
The longoing bolls of	LaGrone			Precincts #2 & #3 in and for
Panola	County and State of Texa	s, this day appro	ved in open (	Commissioner's Court.
ATTEST:  NOULLEX LOW  County Court Panola	Clerk County		Da	Panola County Judge,
THE STATE OF TEXAS County of Panola	} ss		•	Tanota somy, rone
1. Bobbie Davis	<del></del>	in and for said (	Sounty do ha	reby certify that the foregoing Bond dated
the 30 day of January	, 2023, with its cert [U:15] -o'clock A M., and du	tificates of autherally recorded the	ntication, wa	of February, 2023, at
WITNESS my hand and the seal of the Couyear last above written.	nty Court of said County, at of	fice in <u>Ca</u>	nhua (b)	
			4	Clerk Clerk
By	Deputy		Co	unty Court Panola County

OATH OF OFFICE

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

<sup>Sum to be fixed by the Commissioners Court within the limits prescribed by law.
In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.</sup> 



Figure: 28 TAC § 1.601(a)(2)(B)

## Have a complaint or need help?

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

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

The Ohio Casualty Insurance Company

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

Call: Liberty Mutual Surety Claims

at 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526

Seattle, WA 98124

#### The Texas Department of Insurance

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

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

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

# ¿Tiene una queja o necesita ayuda?

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

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

The Ohio Casualty Insurance Company

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

Llame a: Liberty Mutual Surety Claims al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

### El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

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



The Ohio Casualty Insurance Company

## **POWER OF ATTORNEY**

gency Name: Richard H. Thomas			Bond Number: 999234590
bligee: GOVERNOR OF STATE			
ond Amount: (\$1,500.00 ) C	One Thousand Five Hundred	Dollars And Zero Cents	
ollectively called the "Company"), pudividually if there be more than one	ursuant to and by authority her named, its true and lawful atto ognizances and other surety o	ein set forth, does hereby name, constit mey-in-fact to make, execute, seal, ackr bligations, in pursuance of these prese	tion duly organized under the laws of the State of New Hampshire (herei ute and appoint Carrie Thomas in the city and state of Carthage, TX, eac owledge and deliver, for and on its behalf as surety and as its act and deed nts and shall be as binding upon the Companies as if they have been dul
I WITNESS WHEREOF, this Power is 26th day of September, 2016.	of Attorney has been subscribe	ed by an authorized officer or official of the	e Company and the corporate seal of the Company has been affixed theref
		THE NAME OF THE PARTY OF THE PA	By:  David M. Carey, Assistant Secretary
TATE OF PENNSYLVANIA ss		<del></del>	
on this 26th day of September, 201			ged himself to be the Assistant Secretary of The Ohio Casualty Insuranc therein contained by signing on behalf of the corporations by himself as dul
I WITNESS WHEREOF, I have here	eunto subscribed my name and	affixed my notarial seal at Plymouth Mee	eting, Pennsylvania, on the day and year first above written.
	QUEST PASTELLE OF THE POPULATION PUBLIC OF THE POPULATION PUBLIC OF THE POPULATION PUBLIC OF THE PUB	Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Monlgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries	By: Teresa Pastella, Notary Public
his Power of Attomey is made and end effect reading as follows:	executed pursuant to and by au	thority of the following By-law and Autho	rizations of The Ohio Casualty Insurance Company, which is now in full force
President may prescribe, shall any and all undertakings, bond have full power to bind the Cor	the Corporation authorized for appoint such attorneys-in-fact, is, recognizances and other sur poration by their signature and ny representative or attorney-in	as may be necessary to act in behalf or ety obligations. Such attorneys-in-fact, so executed, such instruments shall be as	an or the President, and subject to such limitation as the Chairman or the fithe Corporation to make, execute, seal, acknowledge and deliver as sure subject to the limitations set forth in their respective powers of attorney, shall be brighted by the President and attested to by the Secretary. An may be revoked at any time by the Board, the Chairman, the President or be
ertificate of Designation – The Proct as may be necessary to act on bigations.	esident of the Company, acting behalf of the Company to make	pursuant to the Bylaws of the Company, , execute, seal, acknowledge and delive	authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in as surety any and all undertakings, bonds, recognizances and other sure
ssistant secretary of the Company	or facsimile or mechanically re	produced or electronic seal of the Com	acsimile or mechanically reproduced signature or electronic signatures of an pany, wherever appearing upon a certified copy of any power of attorney of with the same force and effect as though manually affixed.
Renee C. Llewellyn, the undersignorce and effect and has not been rev		Ohio Casualty Insurance Company do	nereby certify that this power of attorney executed by said Company is in fu
N TESTIMONY WHEREOF, I have h	ereunto set my hand and affixe	d the seals of said Company this 30th	day of January , 2023 .
		SALTY INSURATION OF THE PROPERTY OF THE PROPER	2-lean



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

#### **SURETY BOND PACKAGE**

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

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

Use	e the following checklist to ensure the documents are properly signed and distributed.
	The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
	Carrie Thomas must sign the bond on behalf of the Surety with the name as it is printed on the bond.
	A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.
	Principal signature must be notarized.

Form #2201 Rev. 09/2017 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



FILED FOR RECORD IN MY OFFICE

AT 10:15 O'CLOCK A M

FEB 1 6 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY PO TOWNS DEPUTY

### **Statement**

I, Jeremy Nagle	, do solemnly swear (or affirm) that I have not
	pay, contributed, or promised to contribute any money or
	employment for the giving or withholding of a vote at the secure my appointment or confirmation, whichever the case
Title of Position to Which Elected/Appointed:	Panola County Deputy Constable, Precincts #2 & #3
Execution	
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein	
are true.	
Date: <u> </u>	SMX -
Signature of Officer \	

Form #2204 Rev 9/2017 Submit to: **SECRETARY OF STATE Government Filings Section** P O Box 12887 Austin, TX 78711-2887 512-463-6334

FAX 512-463-5569 Filing Fee: None



**OATH OF OFFICE** 

This space reserved for office use FILED FOR RECORD IN MY OFFICE

AT 10:15 O'CLOCK A M

FEB 16 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

RY P3 THULES DEBITY

•	ST TO TO DEPOTY
IN THE NAME AND BY THE AUTHOR I, Jeremy Nagle execute the duties of the office of Panola C the State of Texas, and will to the best of m of the United States and of this State, so help	, do solemnly swear (or affirm), that I will faithfully ounty Deputy Constable, Precincts #2 & #3 of y ability preserve, protect, and defend the Constitution and laws
	Signature of Officer
Certification of F	Person Authorized to Administer Oath
State of Texas	
County of Panola	
	3rd day of February, 2023.
(Affix Notary Seal,	
only if oath	
administered by a notary.)	
• ,	Brisk Lathere
	Signature of Notary Public or
	Signature of Other Person Authorized to Administer An
	Oath
	- Brock Latrons
	Printed or Typed Name

Form #2201 Rev. 09/2017 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



FILED FOR RECORD
IN MY OFFICE

AT 10'15 O'CLOCK A M

FEB 16 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY B. David Deputy

Statement			
thing of value, or promised any public office or election at which I was elected or as a reward to s may be, so help me God.	, do solemnly swear (or affirm) that I have not pay, contributed, or promised to contribute any money or employment for the giving or withholding of a vote at the secure my appointment or confirmation, whichever the case		
Title of Position to Which Elected/Appointed:	Panola County Sheriff's Department Deputy Sherif		
Execution			
Under penalties of perjury, I declare that I have reare true.	ead the foregoing statement and that the facts stated therein		
Date: 11-22-2022	Signature of Officer		

Form #2204 Rev 9/2017

Submit to: **SECRETARY OF STATE Government Filings Section** P O Box 12887 Austin, TX 78711-2887 512-463-6334 FAX 512-463-5569



This space reserved for office use

FILED FOR RECORD IN MY OFFICE

AT 10:15 O'CLOCK A M

FEB-16 2023

Filing Fee: None	OATH OF OFFICE	BOBBIE DAVIS COUNTY CLERK, PANOLA COUNTY, TEXAS
rinig rec. None		BY PO DUUS DEPUTY
I, Bruce Koelexecute the duties of the office of I	Panola County Sheriff's Department Deest of my ability preserve, protect, and o	(AS, r (or affirm), that I will faithfully of
	Signature of Officer	<u></u>
Certificat	tion of Person Authorized to Administ	er Oath
State of Texas		
State of Texas  County of Panola	<del></del>	
County of		A.
Sworn to and subscribed before me	e on this <u>22</u> day of	November, 20 2.
(Affix Notary Seal, only if oath administered by a notary.)	Signature of Notary Public Signature of Other Person Oath  Printed or Typed Name	Authorized to Administer An
	Printed or Typed Name	

Printed or Typed Name

Form #2201 Rev. 09/2017 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



STATEMENT OF OFFICER

FILED FOR RECORD IN MY OFFICE

ATIVILS O'CLOCK A M

FEB 16 2023

BOBBIE DAVIS COUNTY CLERK, PANOLA COUNTY, TEXAS

James James

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

Date:

11/20/2022

Signature of Officer

Form #2204 Rev 9/2017

Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 FAX 512-463-5569

Filing Fee: None



**OATH OF OFFICE** 

This space resure through the IN MY OFFICE

ATLUISOCLOCK A M

FEB 16 2023

BOBBIE DAVIS COUNTY CLERK, PANOLA COUNTY, TEXAS

BY PO. DAWS DEPUTY

execute the duties of the State of Texas,	of the office of	ability preserve, protect, and defend the Constitu	of of
of the United States	s and of this State, so help	Signature of Officer	197 <sub>7</sub> .
	Certification of Pe	erson Authorized to Administer Oath	
State of	exas		,
County of Po	nola		
Sworn to and subs	cribed before me on this	22nd day of November	, 20 <u>~</u> ZZ.
(Affix Notary Se only if oath administered by notary.)		- Inton	
		Signature of Notary Public or Signature of Other Person Authorized to Adn Oath  Printed or Typed Name	ninister An

Form #2201 Rev. 05/2020 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



FILED FOR RECORD IN MY OFFICE AT 10:1150 CLOCK A M

FEB 16 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY P DAVIDEPUTY

### **Statement**

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

Title of Position to Which Elected/Appointed: Crimina Tryestigator

## Execution

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

Date: January 31, 2023

Signature of Officer

Form #2204 Rev 9/2017

Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 FAX 512-463-5569

Filing Fee: None



**OATH OF OFFICE** 

This space reserved for office use FILED FOR RECORD IN MY OFFICE

AT 10:15 O'CLOCK A M\_

FEB 16 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY BODGE DEPUTY

IN THE NAME AND BY THE AUTHOR  I, NIXO  execute the duties of the office of Crip  the State of Texas, and will to the best of my  of the United States and of this State, so help	, do solemnly swear (or affirm), that I will faithfully of y ability preserve, protect, and defend the Constitution and laws
	Signature of Officer
	erson Authorized to Administer Oath
State of VLXAS  County of Panola  Sworn to and subscribed before me on this	31st day of January , 2023.
(Affix Notary Seal, only if oath administered by a notary.)	linton
	Signature of Notary Public or Signature of Other Person Authorized to Administer An Oath  Printed or Typed Name

Form #2201 Rev. 05/2020 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



FILED FOR RECORD IN MY OFFICE

AT 10:15 O'CLOCK A M

FEB 16 2023

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

## **Statement**

I, James McBrayer	, do solemnly swear (or affirm) that I have not
directly or indirectly paid, offered, promised to pay, contr	ibuted, or promised to contribute any money or
thing of value, or promised any public office or employme	
election at which I was elected or as a reward to secure my	appointment or confirmation, whichever the case
may be, so help me God.	
Title of Position to Which Elected/Appointed:	ty Sheriff

## **Execution**

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

Date: February 7, 2023

Signature of Officer

Form 2201 2

Form #2204 Rev 9/2017 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334

Filing Fee: None

FAX 512-463-5569



**OATH OF OFFICE** 

This space reserved for office use FILED FOR RECORD IN MY OFFICE

AT 10:150'CLOCK A M

FEB 16 2023

BOBBIE DAVIS COUNTY CLERK, PANOLA COUNTY, TEXAS

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS, I, James McBrayer , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deouthe State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God. Certification of Person Authorized to Administer Oath State of County of \_\_\_day of February Sworn to and subscribed before me on this (Affix Notary Seal, only if oath administered by a notary.) Signature of Notary Public or Signature of Other Person Authorized to Administer An Oath RC (Cutter) Clinton
Printed or Typed Name

3

Form #2201 Rev. 05/2020 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 512-463-5569 - Fax Filing Fee: None



FILED FOR RECORD IN MY OFFICE

ATIDUS O'CLOCK A M

FEB 16 2023

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY P. DAVIS DEPHTY

## **Statement**

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

Title of Position to Which Elected/Appointed: Deputy Sheriff

## Execution

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

Date: February 7, 2023

Signature of Officer

Form 2201 2

Form #2204 Rev 9/2017

Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887

Austin, TX 78711-2887 512-463-6334

FAX 512-463-5569

Filing Fee: None



**OATH OF OFFICE** 

This space நடித்த அதிர்கள்கள் IN MY OFFICE

AT 10:150 CLOCK A M\_

FEB 16 2023

BOBBIE DAVIS COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Dans DEPUTY

I, Matthew Mitchel execute the duties of the office of	THORITY OF THE STATE OF TEXAS,  do solemnly swear (or affirm), that I will faithfully  of set of my ability preserve, protect, and defend the Constitution and laws, so help me God.
	Mouth MatheW Signature of Officer
	ion of Person Authorized to Administer Oath
State of Iexas	
County of Parola	
Sworn to and subscribed before me	on this 7th day of February, 2023
(ACC., N40, Co.)	
(Affix Notary Seal, only if oath	
administered by a	
notary.)	
	Jinton
	Signature of Notary Public or
	Signature of Other Person Authorized to Administer An
	Oath
	RC (cutter) Cliaton
	Printed or Typed Name

## **Donation Acceptance**

I/we, being desirous to contribute a donation to Panola County for the Panola County Sheriff's Department and/or General Fund hereby donate the following:

\$ 500.00

This donation is to be used by the Panola County Sheriff's Department to purchase outside dog kennel or if no purpose is indicated, the purpose shall be determined by the Commissioners' Court. 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/we acknowledge that this is given as a donation and that I/we have not been promised any other benefit because of the donation, nor have I/we been induced or coerced in any way by any official or employee of Panola County. I/we further certify that this donation is given freely and voluntarily.

Date:
Shawna Briggs
(Signed) Shawna Briggs
Sworn to and subscribed before me this 31 of. January 2023
Notary Public, State of Texas  My Commission Expires: 2 1 2 My Comm. Expires: 02-27-29035
[Panola County Use Only]
This item was accepted/disapproved (strike one) at a meeting of the Panola County
_

Commissioners' Court on this

County Judgé

SHAWNA BRIGGS
OR RON D BRIGGS
155 PRIVATE ROAD 6891
BECKVILLE, TX 75631

PAY TO THE ORDER OF DATASA TRUST COMPANY
FSB 7

CARTHAGE, TEXAS 78633

FOR

FOR

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## **Donation Acceptance**

I/we, being desirous to contribute a donation to Panola County for the Panola County Sheriff's Department and/or General Fund hereby donate the following:

\$ 1,800.00

This donation is to be used by the Panola County Sheriff's Department to purchase outside dog kennel or if no purpose is indicated, the purpose shall be determined by the Commissioners' Court. 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/we acknowledge that this is given as a donation and that I/we have not been promised any other benefit because of the donation, nor have I/we been induced or coerced in any way by any official or employee of Panola County. I/we further certify that this donation is given freely and voluntarily.

Date:	
CJ4 Construction LLC	
(Signed)	
Sworn to and subscribed before me this $\frac{31}{}$ of	. January , 2023
Notary Public, State of Texas My Commission Expires: 21725	HOLLIE N MOJICA NOTARY PUBLIC STATE OF TEXAS ID # 13101072-4 My Comm. Expires 02-17-2025

## [Panola County Use Only]

This item was accepted/disapproved (strike one) at a meeting of the Panola County

Commissioners' Court on this day of

County Judge Nodger G. McLane

FIRST STATE BANK AND TRUSTCO
CATTAGGE 1X 75633

CJA Construction LLC
Garriage 1X 75633

CJA Construction LLC
Garriage 1X 75633

CJA Construction LLC
Garriage 1X 75633

PACIOTHE POROCIA Count 4

CATTAGGE 1X 75633

PACIOTHE POROCIA Count 4

CATTAGGE 1X 75633

SAME Hamilton

MEMO

MEM



# COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

# Bobbie Davis Panola County, County Clerk

For completing the required 20 Hours of Continuing Education for 2022 as prescribed in Section 51.605 of the Texas Government Code.

In Witness therefore, recognition is hereby made this January 2023.

\_\_\_\_\_

Patti L. Henry, President

Julie Smith, Vice President

## PANOLA COUNTY 2023 BUDGET AMENDMENT #4

We hereby amend the Panola County Budget for the Fiscal Year 2023 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 2023.

Signed on this 14th day of Februar	, 2023.
County Judge	
Bille algander	1. M. 2/2
Commissioner Precinct # 1 Comm	missioner Precinct # 3
Commissioner Precinct # 2 Comm	ale Salione missioner Precinct # 4
Passed and approved by the Commissioners Court	of Panola County on the 14th day
of February, 2023 as the same app	ears on file in the office of the County
Clerk of Panola County.	
Pholilux lesing 1	
County Clerk	



## Panola County, Texas

## **Budget Adjustment Register**

Adjustment Detail

Packet: GLPKT18717 - #4-2023-2-14

<b>Adjustment Number</b>	<b>Budget Code</b>	Description	Adjustment Date
BA0001747	2023 PANOLA COUNTY BU	581- P25 DIGITAL PORTABLE RADIOS	2/13/2023

BA0001747 **Summary Description:** 

February:

February:

4,239.00

70,000.00

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-409-54080	CONTINGENCY	581- P25 DIGITAL PORTABLE RADIOS	180,848.00	-4,239.00	176,609.00
February: -4,239.00					
100-581-55270	FURNITURE & EQUIPMENT	581- P25 DIGITAL PORTABLE RADIOS	10,000.00	4,239.00	14,239.00

**Adjustment Number Budget Code** Description **Adjustment Date** BA0001748 2023 PANOLA COUNTY BU... **622-TRUCK PURCHASE** 2/13/2023 **Summary Description:** 

**Account Number Account Name Adjustment Description Before** Adjustment After CONTINGENCY **622-TRUCK PURCHASE** 398,079.00 -70,000.00 200-622-54080 328,079.00 -70,000.00 February: **FURNITURE & EQUIPMENT 622-TRUCK PURCHASE** 50,000.00 70,000.00 200-622-55270 120,000.00

**Adjustment Number Budget Code** Description **Adjustment Date** BA0001749 2023 PANOLA COUNTY BU ... **623-TRUCK PURCHASE** 2/13/2023 **Summary Description:** 

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-623-54080	CONTINGENCY	623-TRUCK PURCHASE	73,227.00	-73,000.00	227.00
February: -73,000.00					
200-623-55270	FURNITURE & EQUIPMENT	623-TRUCK PURCHASE	100,000.00	73,000.00	173,000.00
T-h 72 000 00					

February: 73,000.00

Packet: GLPKT18717 - #4-2023-2-14

## **Budget Code Summary**

Budget	<b>Budget Description</b>	Account	<b>Account Description</b>		Before	Adjustment	After
2023	2023 PANOLA COUNTY BU	100-409-54080	CONTINGENCY		180,848.00	-4,239.00	176,609.00
		100-581-55270	FURNITURE & EQUIPM	1ENT	10,000.00	4,239.00	14,239.00
		200-622-54080	CONTINGENCY		398,079.00	-70,000.00	328,079.00
		200-622-55270	FURNITURE & EQUIPM	IENT	50,000.00	70,000.00	120,000.00
		200-623-54080	CONTINGENCY		73,227.00	-73,000.00	227.00
		200-623-55270	FURNITURE & EQUIPM	MENT	100,000.00	73,000.00	173,000.00
				2023 Total:	812,154.00	0.00	812,154.00
				Grand Total:	812,154.00	0.00	812,154.00

Packet: GLPKT18717 - #4-2023-2-14

## **Fund Summary**

Fund	Before	Adjustment	After
Budget Code:2023 - 2023 PANOLA COUNTY BUDGET Fiscal: 2023			
100	190,848.00	0.00	190,848.00
200	621,306.00	0.00	621,306.00
Budget Code 2023 Total:	812,154.00	0.00	812,154.00
Grand Total:	812,154.00	0.00	812,154.00

#### PANOLA COUNTY, TEXAS

#### **INVITATION TO BID**

**RETURN BID TO:** 

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

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

Sealed bids shall be received no later than:

9:00 A.M., Tuesday March 14, 2023

MARK ENVELOPE

#### "BID, (ONE) 3/4 TON CREW CAB"

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 Kim Goodwin, Road and Bridge Warehouse Coordinator, at (903) 693-3763.

SIGNATURE OF BIDDER	-

### **INSTRUCTIONS/TERMS OF CONTRACT**

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

### **BID, (ONE) 3/4 TON CREW CAB**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 A.M., Tuesday March 14, 2023

MARK ENVELOPES:

"BID, (ONE) 3/4 TON CREW CAB"

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

SIGNATURE OF BIDDER

#### BID, (ONE) 3/4 TON CREW CAB

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR **ONE (1) 3/4 TON CREW CAB** FOR USE BY PANOLA COUNTY ROAD AND BRIDGE DEPT. PCT. 3.
THE TRUCK SHOULD MEET THE FOLLOWING SPECIFICATIONS:

- 1. Trucks shall be at least a 2023 model 3/4 ton, 4 door, 4 wheel drive. (Commonly known as a 250 or 2500)
- 2. Engine: No less than 6.6 liters. Diesel.
- 3. Transmission: No less than six (10) speed automatic.
- 4. Axle: Auto-Locking Differential
- 5. <u>Misc:</u> Power steering/brakes, a/c; am-fm radio; spare tire/wheel; cruise; power windows/door locks.
- 6. Bed: Short bed
- 7. Warranty: No less than 5 years/60,000 miles on power train.
- 8. <u>Delivery:</u> Truck shall be ready for pick up within 50-mile radius of Panola County Warehouse no later than March 28, 2023.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO MELANIE EARLE, ROAD and BRIDGE WAREHOUSE COORDINATOR AT 903-693-3763.

#### **BID FORM AND CONTRACT**

## **BID, (ONE) 3/4 TON CREW CAB**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY ROAD AND BRIDGE DEPT. PCT. 3.

IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

exceptions to specification	as:	
1		 ·
2.		 
5		 <del></del>
7		 
10.		

SIGNATURE	COMPANY N	NAME	
ADDRESS	CITY	STATE	ZII
TELEPHONE NUMBER	DATE	<del> </del>	
ACCEPTED:			
COUNTY JUDGE	DATE		

,

,

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### **Master Subscription Agreement**

This Master Subscription Agreement (the "Agreement") is entered into between <u>Govolution LLC</u> ("Govolution") and Panola County, TX Sheriff's Office ("Subscriber"), whose principal place of business is located at 110 S Sycamore St, Rm 312, Carthage, TX 75635 on this date the <u>26<sup>th</sup> day of October, 2022</u> (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

- PAYMENT. Subscriber shall pay Govolution in accordance with Attachment 1 – Price Schedule.
- TERM. The term of this agreement shall be for a period of \_\_\_3\_ years from the date of the Agreement, with automatic annual renewals until termination notice is provided by either party, as required in section 4.
- 4. TERMINATION. Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
- 5. PROPRIETARY RIGHTS. Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.
- SUBSCRIBER OBLIGATIONS. Subscriber shall provide Govolution
  with full, good faith cooperation and such information, assistance and
  support as Govolution reasonably deems to render the Subscribed
  Services.
  - 6.1. <u>Technical Representative</u>. Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
  - 6.2. <u>Data Maintenance and Backup Procedures</u>. Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
  - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.

- 6.4. <u>Taxes</u>: Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
- 7. CONFIDENTIALITY By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
  - 7.1. Exceptions: A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
  - 7.2. <u>Use and Nondisclosure</u>: The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law
- 8. WARRANTY. Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.
- 9. LIMITATIONS ON LIABILITY. To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.
  - 9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt



## GOVOLUTION

connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

- 9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third-party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.
- 10. INDEMNIFICATION. To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.
- 11. NOTICES. Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC 100 Throckmorton Drive Suite #1800 Ft. Worth, TX 76102

Subscriber:

Panola County, TX Sheriff's Office 110 S Sycamore St, Rm 312 Carthage, TX 75635

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

- 12. ENTIRE AGREEMENT. This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.
- MODIFICATION. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- HEADINGS AND SUBSECTIONS. Section headings are provided for convenience of reference and do not constitute part of this Agreement.

- 15. SEVERABILITY; NO WAIVER. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 16. ASSIGNMENT. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
- 17. COOPERATIVE PURCHASING. Govolution agrees that it will offer the services to be provided pursuant to this Agreement to all other governmental entities located wholly or partially within Santa Rosa County, Florida, and to any government entity in the State of Florida, at the negotiated rates and fees set forth in this Agreement for a period of three (3) years from the date of this Agreement.
- 18. RELATIONSHIP OF THE PARTIES. The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- 19. FORCE MAJEURE. Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
- 20. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the Commonwealth of Virginia (or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.
- 21. FEES. Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

Subscriber:	Govolution
By: (Rodge & Mafane	<i>By:</i>
Name: Rodger . McLane	Name:
Title: County Judge	Title:



#### ATTACHMENT 1 - PRICING SCHEDULE

The pricing options below reflect using payment and merchant services through Govolution's Velocity Payment System and corporate processor, First American Payment Systems.

#### OPTION #1 - SERVICE FEE MODEL (CONVENIENCE FEE MODEL)

#### \*No Cost Solution to Client\*

In a Service Fee (Convenience Fee) pricing model, the Customer makes payment for the sum of the principal amount plus an additional fee ("Service Fee") to cover the cost of the transaction. The Client will not be charged credit card or ACH processing costs. The Service Fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services. Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Client. In addition, Govolution will typically absorb any increases in interchange fees mandated by the credit card brand rules. However, Govolution reserves the right to request to increase the charged service fee if the card brands increase their interchange fees substantially.

## SERVICE FEE MODEL FOR TAX, FINES, PERMITS – MISCELLANEOUS GOVERNMENT PAYMENTS

Payment Type	Service Fee Per Transaction
Any Velocity Product	2.40% for all Visa, MasterCard, Discover, American Express Credit \$1.00 Minimum \$2.00 for Electronic Check/ACH

- The Client will receive the payment amount settled into an account designated for the specific e-Government application (e.g., personal property tax, real estate tax, permits, etc.). Govolution will retain the service fee.
- Any necessary POS hardware (ex: terminals, swipers and check readers) will be quoted at the prevailing rates plus shipping.

Initials MM\_\_\_\_\_

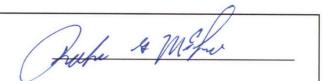
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#### SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES

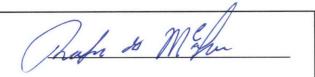
- 1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
  - Govolution will charge customer ("Cardholder" or "Customer") a "Service Fee" for each Card or Electronic Check transaction processed (the "Service Fee"), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
  - Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
  - With respect to all "refund" Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber's depository bank account (the "Subscriber Bank Account") for the amount of the corresponding Subscriber Payment.
  - With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
  - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
  - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card
    and obtain the Customer's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
  - Govolution will provide Customer with electronic confirmation of Card transactions.
  - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
- 2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
  - Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere
    to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card
    Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
  - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
  - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
  - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
  - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
  - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the
    relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer
    information publications, citations and notices, bills as applicable, and related marketing materials.
  - Subscriber shall promptly reimburse Govolution for any fines, fees or other amounts for which Govolution is charged but that are Subscriber's responsibility, obligation or liability under any merchant agreement, including without limitation any chargeback amount, chargeback fine or fee, PCI-related fine or fee, Card network fine or penalty, non-sufficient funds fine, penalty or amount, and any other amounts that are Subscriber's responsibility, obligation or liability under any merchant agreement but for which Govolution is charged.





## PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

_	ONLINE	IN PERSON
NAME:	Brack LaGrone	
POSITION:	Constable 2/3	
DEPARTMENT:	Panala County Cons	tables office
DATE:	January 28, 2023	
CONFERENCE:	Newly Elected Con	stables (NEC)
LOCATION:	Som Houston State Uni	versity Huntsville, TX77341
DATES:	February 20th TO_	February 24, 2023
NUMBER OF D	AYS OUT OF OFFICE FOR THIS CONFERE	NCE: 5 days
Does this confe	erence meet your educational requiren	nents for the year?
If not, how mu	ch of your requirements will be met by	this conference?
How much of y	our requirements have been met alrea	dy, not counting this conference? 67 hrs
How many day	rs have you been away from your job th	nis year for conferences, not counting this
conference? _	None	
Do you have su	ufficient funds in your budget for this c	onference? Ves
		e that will be met by your attendance at this
conference: (co	requires New Constable  year of being appoint	
Manager 11 10 10 10 10 10 10 10 10 10 10 10 10		



## PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

_	ONLINE	IN PERSON	
NAME:	Barry Tate 17 Coordinator		
POSITION:	IT Coordinator		
DEPARTMENT:	17		
DATE:	1/3//23		
CONFERENCE:	2023 County Techn	ventions Round Rock Tx	
LOCATION:	Kalahari Kesorts & Conv	ientions Round Sock Tx	
DATES:	5/16 to_	5/19	
NUMBER OF D	AYS OUT OF OFFICE FOR THIS CONFERENCE	(	
Does this conf	erence meet your educational requiremen	its for the year?	
If not, how mu	uch of your requirements will be met by th	is conference?	
How much of	your requirements have been met already	, not counting this conference?	
How many da	ys have you been away from your job this	year for conferences, not counting this	
conference? _	0		
Do you have s	ufficient funds in your budget for this conf	ference? <u>VES</u>	
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)  Continuing of other counties experiences.			
and 1	extring of other country	es experiences.	

## **APPROVED** 02-14-2023

Rodger G. McLane

## COMPANDE COUNTY OFFICIAL/EMPLOYEE

## REQUEST FOR ATTENDANCE AT A CONFERENCE

Julnesoll,

NAME:	Loretta Mason	
POSITION:	Elections Administrator	
DEPARTMENT:	Elections	
DATE:	1/31/2023	
CONFERENCE:	2023 County Elections Academy	
LOCATION:	Georgetown, Tx	
DATES:	April 2-4	
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2		
Does the conference	e meet your educational requirements for the year?	
If not how much of ye	our requirements will be met by this conference?	
How much of your requirements have been met already, not counting this conference?		
How many days have counting this confere	e you been away from your job this year for conferences, not ence? None	
Do you have sufficie	nt 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.)		
Election training	ng	

## **APPROVED** 02-14-2023

Rodger G. McLane

## COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:	Kelsey Gates	
POSITION:	Deputy EA/VR	
DEPARTMENT:	Voter Reg.	
DATE:	1/31/2023	
CONFERENCE:	2023 County Elections Academy	
LOCATION:	Georgetown, Tx	
DATES:	April 2-4	
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2		
	e meet your educational requirements for the year?	
If not how much of y	our 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? None		
	nt 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.)		
Election traini	ng	



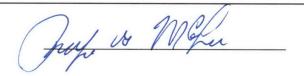
## PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

ONLINEIN PERSON
NAME: Richard Mojica
POSITION: Deputy Sheriff
DEPARTMENT: Panola County Sheriff's Office
DATE: January 31, 2023
CONFERENCE: NNDDA Tennessee State Workshop
LOCATION: Paris, Tennessee
DATES: March 5, 2023 to March 25, 2023
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:
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?
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.)  Picking up New K-9 Bonding and Fraining Wiff New K-9



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

NAME: Scott Jones
POSITION: Mental Health/Sex Offender Compliance Deputy
DEPARTMENT: Panola County Sheriff's Office
DATE: 02-01-2023
CONFERENCE: 2106 Crime Scene Investigations
LOCATION: Angelina College
DATES: 03-06-2023 to 03-09-2023
NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 4
Does the conference meet your educational requirements for the year? Yes
If not, how much of your requirements will be met by this conference?
How much of your requirements have been met already, not counting this conference All
How many days have you been away from your job this year for conferences, not counting this conference? 1
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 class will continue my certification and advance me to a
Intermediate Peace Officer Certification



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

NAME:	MARIA HERNANDEZ			
POSITION:	CLERK			
DEPARTMENT:	JUSTICE OF THE PEACE PCT 2 & 3			
DATE:	FEBRUARY 09, 2023			
CONFERENCE:	2023 VIRTUAL EXPERIENCE CLERK CRIMINAL & CIVIL			
LOCATION:	PANOLA COUNTY COURTHOUSE			
DATES:	MARCH 28, 2023 - MARCH 30, 2023 APRIL 25, 2023 - APRIL 27, 2023			
NUMBER OF DAYS O	UT OF OFFICE FOR THIS CONFERENCE: 6			
Does the conference meet y	our educational requirements for the year? NO			
If not, how much of your requirements will be met already, not counting this conference?				
How many days have yo counting this conference	tu been away from your job this year for conferences, not ? 0			
Do you have sufficient f	unds in your budget for this conference? YES			
	explain the public purpose that will be met by your			
attendance at this conference civil laws and court costs	ence: (continue on the back if necessary.) New criminal and s.			



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

NAME:	MARY SUE KIPER			
POSITION:	CLERK			
DEPARTMENT:	JUSTICE OF THE PEACE PCT 2 & 3			
DATE:	FEBRUARY 09, 2023			
CONFERENCE:	2023 VIRTUAL EXPERIENCE CLERK CRIMINAL & CIVIL			
LOCATION:	PANOLA COUNTY COURTHOUSE			
DATES:	MARCH 28, 2023- MARCH 30, 2023 APRIL 25, 2023 – APRIL 27, 2023			
NUMBER OF DAYS O	OUT OF OFFICE FOR THIS CONFERENCE: 6			
Does the conference meet	your educational requirements for the year? NO			
If not, how much of your requirements will be met already, not counting this conference?				
How many days have yo counting this conference	ou been away from your job this year for conferences, not e? 0			
	funds in your budget for this conference? YES			
	explain the public purpose that will be met by your rence: (continue on the back if necessary.) New criminal and ts.			