

March 15, 2023

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Jason Ross, Operator, for Panola County Road & Bridge Department, Pct. 4, effective March 7, 2023 at 5:00 pm.

Melanie Earle

A handwritten signature in black ink that reads "Melanie Earle". The signature is written in a cursive, flowing style.

Road and Bridge
Warehouse Coordinator

March 15, 2023

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF EMPLOYMENT:

Please be advised of the effective date of employment for Truitt Stephens, Operator, for Panola County Road & Bridge Department, Pct. 4, effective March 29, 2023 at the rate of \$20.34 per hour.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator

March 13, 2023

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF EMPLOYMENT:

Please be advised of the effective date of employment for Delton Williams, Temporary Operator, for Panola County Road & Bridge Department, Pct. 4, effective April 3, 2023 through September 28, 2023 at the rate of \$21.22 per hour.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator

March 23, 2023

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

To Commissioner's Court,

Please approve and record the transfer of Mark Harrison from Operator Precinct #3 to Operator Precinct #4 with Panola County Road and Bridge effective March 29, 2023 at the same rate of pay.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator



PCT 1

EQUIPMENT ACCEPTANCE FORM

Equipment Description: 2023 BRAZOS 40' PIT BOSS VIN# 4B9BKDL23PH054580

Customer's Information: COUNTY OF PANOLA
110 S. SYCAMORE ST
CARTHAGE, TX 75633

Delivery Address: FOB BRAZOS TRAILERS
22488 I-20 FRONTAGE RD
WILLS POINT, TX 75169

I agree that the Equipment listed above has been delivered as requested, the equipment was inspected and found to be in satisfactory condition in all respects and delivery was unconditionally accepted.

Purchaser: *Richard McLean*

Date: 3/21/23

Brazos Trailer (agent): *[Signature]*

Date: 3/22/23



LIMITED WARRANTY

Brazos Trailer Manufacturing LLC. ("Manufacturer") warrants to the original consumer purchaser that the trailer produced by the Manufacturer (the "Product") will be free from defects in material and workmanship for a period of one year, except as herein limited, from the date of the first retail purchase, provided all stated conditions and exclusions are satisfied. This warranty is limited to the first retail purchaser and it is not transferable.

Manufacturer's sole obligation under this limited warranty is to repair or replace, at its option, any part or component of the Product that was furnished and installed by Manufacturer and that proves defective in material and /or workmanship during the first year following the date of delivery to the Purchaser. Such repair or replacement will be performed by Manufacturer or, with Manufacturer's prior express authorization, at a repair facility designated or approved by Manufacturer. **Manufacturer assumes no responsibility to reimburse Purchaser or pay for repairs made without Manufacturer's prior express authorization or at repair facilities not designated or approved by Manufacturer.**

Return Warranty Card for Coverage

The original purchaser must complete and return the warranty card provided with the product to the Manufacturer within 30 days of purchase or this Limited Warranty will be null and void. In addition to validating your warranty coverage, returning the registration card will allow Manufacturer to provide you with notice of any condition Manufacturer may need to supply after you have purchased the product.

Action Required in the Event of a Defect

For Warranty coverage, you must immediately contact the dealer from which your unit was purchased to make a warranty claim. The dealer that sold you the trailer will initiate the claims process in order to obtain approval for warranty work. Prior to warranty repairs, dealer must verify unit number, purchase date, and original ownership. The dealer must obtain an authorization from the manufacturer prior to repair of the trailer. Also, please be advised, some parts or accessories may need to be

replaced by third party suppliers, and in some cases the defective part may need to be returned for reimbursement or inspection.

You must pay all incidental expenses incurred in obtaining warranty service, including, without limitation, transportation of the product and delivery charges to and from the dealer or manufacturer.

Items Excluded From Warranty

1. Damage or deterioration due to normal wear and tear, salt, road grime, application of or exposure to corrosive chemicals or other corrosive materials (including without limitation magnesium chloride or calcium chloride), or arising from an accident or use of the product.
2. Defects arising from operator's negligence, misuse, abuse, loading the unit beyond its gross weight limitations, improper loading, accidents, acts of God, improper connection or disconnection from/to trailer, or other contingencies beyond the control of Manufacturer.
3. Repairs made necessary by reason of failure to follow ordinary and customary maintenance procedures, including procedures recommended by manufacturer or component manufacturers.
4. Repairs made necessary by reason of repairs or alterations or installation of aftermarket accessories not performed by Manufacturer.
5. Paint (Surface corrosion caused from stone chips, scratches, removal of decals, reverse impact or similar surface damage.)
6. Tarp System other than electric motor (Arms, Axle, Springs, Pins, Mesh material)
7. Tires

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES

ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE ONE YEAR TERM.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,

WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, TRANSPORTATION TO AND FROM THE DEALER OR MANUFACTURER TO GET WARRANTY SERVICE, LOSS OF TIME, LOSS OF USE, LOSS OF REVENUES, SALARIES OR COMMISSIONS, LODGING, TOWING CHARGES, BUS FARES, CAR RENTALS, GASOLINE EXPENSE, TELEPHONE CHARGES, INCONVENIENCE, AND THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED BECAUSE OF A DEFECT IN THE PRODUCT.

MANUFACTURER IS NOT RESPONSIBLE FOR ANY DOWN TIME, LOST PROFITS, PUNITIVE, INDIRECT OR DIRECT DAMAGES ARISING FROM THE TIME ASSOCIATED WITH PAINT OR OTHER REPAIRS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

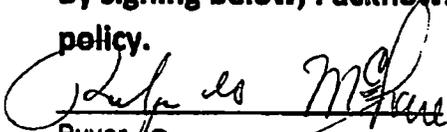
NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSOR OF THE EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.

No dealer, distributor, agent, representative of Manufacturer, or other person is authorized to make any representation or a promise of warranty concerning Manufacturer's products on behalf of the manufacturer except to refer the purchaser to this Limited Warranty.

Legal Remedies of Purchaser

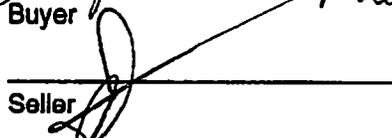
This warranty provides specific legal rights. You may have additional rights not included in this warranty which vary from state to state. No Action to enforce this warranty shall begin more than six months after a defect is discovered and shall not commence after expiration of the stated warranty period.

By signing below, I acknowledge that I fully understand and agree to the warranty policy.



Buyer

3/21/23
Date



Seller

3/22/23
Date

VIN NO. 4B9BKDL23PH054580



PCT2

EQUIPMENT ACCEPTANCE FORM

Equipment Description: 2023 BRAZOS 40' PIT BOSS VIN# 4B9BKDL27PH054582

Customer's Information: COUNTY OF PANOLA
110 S. SYCAMORE ST
CARTHAGE, TX 75633

Delivery Address: FOB BRAZOS TRAILERS
22488 I-20 FRONTAGE RD
WILLS POINT, TX 75169

I agree that the Equipment listed above has been delivered as requested, the equipment was inspected and found to be in satisfactory condition in all respects and delivery was unconditionally accepted.

Purchaser: *Robert M. Lee*

Date: 3-21-23

Brazos Trailer (agent): *[Signature]*

Date: 3/22/23



LIMITED WARRANTY

Brazos Trailer Manufacturing LLC. ("Manufacturer") warrants to the original consumer purchaser that the trailer produced by the Manufacturer (the "Product") will be free from defects in material and workmanship for a period of one year, except as herein limited, from the date of the first retail purchase, provided all stated conditions and exclusions are satisfied. This warranty is limited to the first retail purchaser and it is not transferable.

Manufacturer's sole obligation under this limited warranty is to repair or replace, at its option, any part or component of the Product that was furnished and installed by Manufacturer and that proves defective in material and /or workmanship during the first year following the date of delivery to the Purchaser. Such repair or replacement will be performed by Manufacturer or, with Manufacturer's prior express authorization, at a repair facility designated or approved by Manufacturer. **Manufacturer assumes no responsibility to reimburse Purchaser or pay for repairs made without Manufacturer's prior express authorization or at repair facilities not designated or approved by Manufacturer.**

Return Warranty Card for Coverage

The original purchaser must complete and return the warranty card provided with the product to the Manufacturer within 30 days of purchase or this Limited Warranty will be null and void. In addition to validating your warranty coverage, returning the registration card will allow Manufacturer to provide you with notice of any condition Manufacturer may need to supply after you have purchased the product.

Action Required in the Event of a Defect

For Warranty coverage, you must immediately contact the dealer from which your unit was purchased to make a warranty claim. The dealer that sold you the trailer will initiate the claims process in order to obtain approval for warranty work. Prior to warranty repairs, dealer must verify unit number, purchase date, and original ownership. The dealer must obtain an authorization from the manufacturer prior to repair of the trailer. Also, please be advised, some parts or accessories may need to be

replaced by third party suppliers, and in some cases the defective part may need to be returned for reimbursement or inspection.

You must pay all incidental expenses incurred in obtaining warranty service, including, without limitation, transportation of the product and delivery charges to and from the dealer or manufacturer.

Items Excluded From Warranty

1. Damage or deterioration due to normal wear and tear, salt, road grime, application of or exposure to corrosive chemicals or other corrosive materials (including without limitation magnesium chloride or calcium chloride), or arising from an accident or use of the product.
2. Defects arising from operator's negligence, misuse, abuse, loading the unit beyond its gross weight limitations, improper loading, accidents, acts of God, improper connection or disconnection from/to trailer, or other contingencies beyond the control of Manufacturer.
3. Repairs made necessary by reason of failure to follow ordinary and customary maintenance procedures, including procedures recommended by manufacturer or component manufacturers.
4. Repairs made necessary by reason of repairs or alterations or installation of aftermarket accessories not performed by Manufacturer.
5. Paint (Surface corrosion caused from stone chips, scratches, removal of decals, reverse impact or similar surface damage.)
6. Tarp System other than electric motor (Arms, Axle, Springs, Pins, Mesh material)
7. Tires

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES

ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE ONE YEAR TERM.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,

WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, TRANSPORTATION TO AND FROM THE DEALER OR MANUFACTURER TO GET WARRANTY SERVICE, LOSS OF TIME, LOSS OF USE, LOSS OF REVENUES, SALARIES OR COMMISSIONS, LODGING, TOWING CHARGES, BUS FARES, CAR RENTALS, GASOLINE EXPENSE, TELEPHONE CHARGES, INCONVENIENCE, AND THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED BECAUSE OF A DEFECT IN THE PRODUCT. MANUFACTURER IS NOT RESPONSIBLE FOR ANY DOWN TIME, LOST PROFITS, PUNITIVE, INDIRECT OR DIRECT DAMAGES ARISING FROM THE TIME ASSOCIATED WITH PAINT OR OTHER REPAIRS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

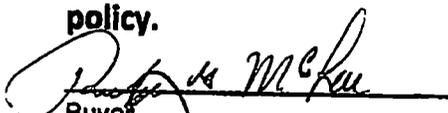
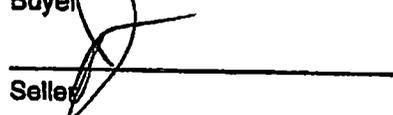
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No dealer, distributor, agent, representative of Manufacturer, or other person is authorized to make any representation or a promise of warranty concerning Manufacturer's products on behalf of the manufacturer except to refer the purchaser to this Limited Warranty.

Legal Remedies of Purchaser

This warranty provides specific legal rights. You may have additional rights not included in this warranty which vary from state to state. No Action to enforce this warranty shall begin more than six months after a defect is discovered and shall not commence after expiration of the stated warranty period.

By signing below, I acknowledge that I fully understand and agree to the warranty policy.


Buyer

Seller

3-21-23
Date
3/22/23
Date

VIN NO. 4B9BKDL27PH054582



PCT 3

EQUIPMENT ACCEPTANCE FORM

Equipment Description: 2023 BRAZOS 40' PIT BOSS VIN# 4B9BKDL25PH054581

Customer's Information: COUNTY OF PANOLA
110 S. SYCAMORE ST
CARTHAGE, TX 75633

Delivery Address: FOB BRAZOS TRAILERS
22488 I-20 FRONTAGE RD
WILLS POINT, TX 75169

I agree that the Equipment listed above has been delivered as requested, the equipment was inspected and found to be in satisfactory condition in all respects and delivery was unconditionally accepted.

Purchaser: *Proffitt & McLean*

Date: 3-21-23

Brazos Trailer (agent): *[Signature]*

Date: 3/22/23



LIMITED WARRANTY

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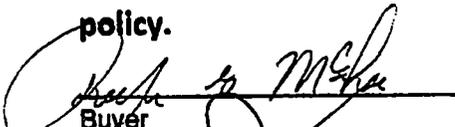
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By signing below, I acknowledge that I fully understand and agree to the warranty policy.



Buyer

3-21-23

Date

Seller

3/22/23

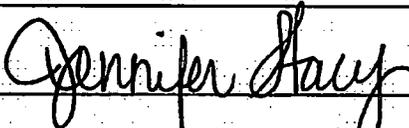
Date

VIN NO. 4B9BKDL25PH054581

Expenditure Statement for Counties

Name of County:	Panola County	
Contact Person Primary contact for questions regarding the information reported on this expenditure statement.		
Name:	Jennifer Stacy	
Title:	County Auditor	
Mailing Address:	110 S. Sycamore Rm 213 A, Carthage, TX 75633	
Phone Number:	(903) 693-0320	
Email:	jennifer.stacy@co.panola.tx.us	
<p>Provide prior calendar year unreimbursed health care expenditures for your county within the categories defined below.</p> <p>According to 25 Tex. Admin. Code § 102.3, unreimbursed health care expenditures are defined as actual expenditures made by the county, which are directly attributable to the provision of health care services to the general public, either directly or by contract or agreement with a third-party provider, and for which no reimbursement is made by or expected from any third-party source or fund. Furthermore, an additional 15% is added to the total to account for general administrative and overhead costs not directly related to the provision of health care.</p> <p>In addition to payments made from the county's customary operating accounts, unreimbursed expenditures can include 1) payments made from a trust fund or reserve account intended for the provision of health care services and 2) payments made in the prior calendar year using the pro rata shares from past tobacco settlement distributions. Unreimbursed expenditures cannot include contractual allowances or discounts for health care services required under a third party payer agreement.</p> <p>Any <u>unreimbursed expenditures claimed on the prior calendar year expenditure statement that were later reimbursed by monies other than tobacco settlement funds, should be subtracted</u> from the amount of unreimbursed expenditures reported on the current year expenditure statement.</p>		
Category A. Unreimbursed County Expenditures for Indigent Health Care Services		
These expenditures must be for unreimbursed health care services provided to the indigent population.		74,472.46
Category B. Unreimbursed County Expenditures for Jail Health Care Services		
These expenditures must be for unreimbursed health care services provided to adults or juveniles in the detained or incarcerated population.		146,148.78
Category C. Unreimbursed County Expenditures for General Public Health Care Services		
These expenditures must be for unreimbursed health care services such as a hospital district may provide. These are typically diagnostic and treatment services for individuals. Expenditures for environmental services (e.g. mosquito control, water testing, and septic tank inspection) and population-based services not involving direct contact with an individual health care recipient (e.g. restaurant inspections) must be excluded.		
1) Health care clinic, laboratory, and case management services.		6,000.00
2) Dental care services.		
3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.		
4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.		
5) Medical transportation.		
6) Behavioral or psychiatric health care services.		
7) Capital expenditures for health care services.		

Texas Department of State Health Services Tobacco Settlement Distribution Program

Category C. continued	Name of County: Panola County		
8) Overhead costs for a health care facility. Limited to non-labor expenditures required to operate a health care facility (e.g. utilities, internet service, building insurance).			
9) Emergency medical services.			
10) Medical supplies or equipment used for the provision of health care services to the general public.			
11) Other services provided by the county that are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services. Please describe services below:			
12) Intergovernmental transfer (IGT) payment(s) made by the county to a hospital(s) in its jurisdiction in exchange for indigent health care services. Name of Hospital(s) below:			
13) If the county sold or leased its public health care facility(ies) and included a contractual obligation on the part of the purchaser or lessee to provide health care services to the indigent population, the county may claim one or both of the following:			
a) Unreimbursed payments not funded by taxes made by the county to said public health care facility(ies). Payments may be for ongoing operations, indigent care obligations, or other statutorily authorized expenditures.			
b) The value of health care services for indigent residents performed by said public health care facility(ies) as if they had been reimbursed at the Medicaid rate.	1,430,391.88		
Name of Public Health Care Facility(ies) below:			
UT Health East Texas			
14) If the county made unreimbursed payments to a public hospital (see exception below) owned by the county and that is not located within a hospital district, enter the information below. The payments must be directly attributable to the provision of health care services to the general public. Exception: Do not include payments to non-hospital health care facilities (e.g. clinics). Report those expenditures on line 1 in category C.			
	Public Hospital Name	City Where Located	Prior Year Payments
	Total		0.00
	Subtotal, All Category C Expenditures		1,436,391.88
Total Expenditures to be claimed: (are calculated by multiplying the sum of Cat. A+B+C by 1.15).			
Total Expenditures to be claimed: (Cat. A+B+C)	1,657,013.12	x 1.15 =	1,905,565.09
This is to certify that the above unreimbursed expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.			
Printed Name and Title of County's Authorized Representative:		Email Address and Telephone Number:	
Jennifer Stacy, County Auditor		jennifer.stacy@co.panola.tx.us 903-693-0320	
Signature of Authorized Representative:		Date:	
		3/15/23	

**County Treasurers' Association of Texas
2022 Certificate of Compliance
Continuing Education**



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

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

Honorable Gayla Hawkins, President,
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee

**County Treasurers' Association of Texas
2022 Certificate of Compliance
Public Funds Investment Act**



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

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

Honorable Gayla Hawkins, President,
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee

Form #2201 Rev. 05/2020

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



STATEMENT OF OFFICER

FILED FOR RECORD
IN MY OFFICE
AT 1:15 O'CLOCK P M

MAR 29 2023

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

Statement

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

Title of Position to Which Elected/Appointed: Reserve Deputy Sheriff

Execution

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

Date: 3/13/23

[Signature]
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 1:15 O'CLOCK P M

MAR 29 2023

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

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

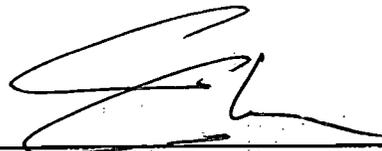

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Panola

Sworn to and subscribed before me on this 13th day of March, 2023

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



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

Cutter Clinton

Printed or Typed Name

STATE OF TEXAS

§

§

COMMISSIONER'S COURT

COUNTY OF PANOLA

§

RESOLUTION # R-PCSO-01-2022 (updated)

A resolution of Panola County, Texas, authorizing Captain Adam Jones of the Panola County Sheriff's Office to submit an application for grant funds through the Office of the Governor, Public Safety Office, Criminal Justice Division for the purchase of rifle-rated ballistic body armor in order to provide said armor to active duty patrol deputies employed with the Panola County Sheriff's Office.

WHEREAS Panola County currently provides every active duty patrol deputy employed by the Panola County Sheriff's Office with a ballistic vest capable of resisting most common handgun cartridges up to a .44 magnum caliber; and

WHEREAS these ballistic vests provided by the County also have a manufacturer's expiration of five years from the date of manufacture, with some officers presently utilizing vests that are near or past expiration; and

WHEREAS many common, high-powered, sporting rifle calibers, such as the calibers .223 and .308, are now marketed and sold to the general public in semi-automatic designed weapons with high magazine capacities, and some classified as handguns.

WHEREAS these weapons can be configured in such a way as to make them more easily concealable and in calibers easily able to defeat the ballistic vests normally provided to officers.

WHEREAS in 2020, due to acts of violence committed against local law enforcement officers, the Commissioners' Court approved the adoption of six additional patrol deputy positions for the Panola County Sheriff's Office; and

WHEREAS the Commissioners' Court finds it in the best interest of the citizens of Panola County, that the *Providing Rifle-Rated Ballistic Armor to Patrol Officers Project* be operated for the 2023 fiscal year; and

WHEREAS Panola County has filed this Grant/Application number 4468401 under the Office of the Governor, Public Safety Office, Criminal Justice Division's FY2023 eGrant program by February 10th, 2022 submission deadline.

WHEREAS Panola County has established its eligibility to apply for and receive funding through the Office of the Governor, Public Safety Office, Criminal Justice Division's grant program.

WHEREAS, the Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division's grant application; and

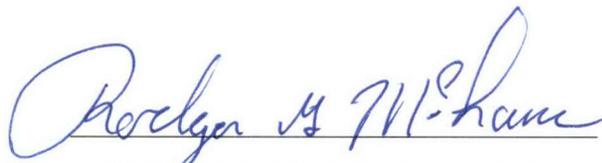
WHEREAS, the Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Commissioner's Court of Panola County assures that the funds will be returned to the Office of the Governor in full

WHEREAS, the Commissioners' Court designates County Judge Rodger McLane as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED:

the Commissioner's Court of Panola County approves submission of the grant application for the *Providing Rifle-Rated Armor to Patrol Officers Project* to the Office of the Governor.

PASSED AND APPROVED by Panola County Commissioners' Court on the 28th day of March, 2023.



RODGER MCLANE, County Judge



BILLY ALEXANDER, Commissioner, Pct. 1



DAVID COLE, Commissioner, Pct. 2



CRAIG LAWESS, Commissioner, Pct. 3



DALE LAGRONE, Commissioner, Pct. 4

GRANT NUMBER: 4468401

STATE OF TEXAS

§

§

COMMISSIONER'S COURT

COUNTY OF PANOLA

§

RESOLUTION # R-PCSO-02-2022 (updated)

A resolution of Panola County, Texas, authorizing Captain Adam Jones of the Panola County Sheriff's Office to submit an application for grant funds through the Office of the Governor, Public Safety Office, Criminal Justice Division for the Criminal Justice Grant Program which provides funding for activities/projects with criminal justice purposes including law enforcement.

WHEREAS in 2020, the Commissioners' Court approved the adoption of six additional patrol deputy positions for the Panola County Sheriff's Office; and

WHEREAS each patrol deputy is provided a marked patrol vehicle to be utilized in the performance of their daily law enforcement duties, and as of January 2021 the patrol division fleet is three vehicles short of this provision.

WHEREAS deputies must utilize these emergency vehicles to safely enforce traffic laws, respond to emergency calls for service, transport prisoners, and transport mental health patients (sometimes to facilities that are hours away from Panola County).

WHEREAS the Office of the Governor, Public Safety Office, Criminal Justice Division, has offered funding through the Criminal Justice Grant program, which would allow selected agencies to use these funds for law enforcement purchases, including the purchase of law enforcement patrol vehicles.

WHEREAS the Commissioners' Court finds it in the best interest of the citizens of Panola County, that the *Maintaining an Effective Patrol Fleet Project* be operated for the 2023 fiscal year; and

WHEREAS Panola County has filed this Grant/Application number 4481901 under the Office of the Governor, Public Safety Office, Criminal Justice Division's FY2023 eGrant program by February 10th, 2022 submission deadline.

WHEREAS Panola County has established its eligibility to apply for and receive funding through the Office of the Governor, Public Safety Office, Criminal Justice Division's grant program.

WHEREAS, the Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division's grant application; and

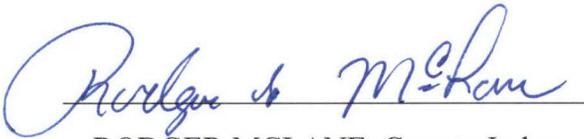
WHEREAS, the Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Commissioner's Court of Panola County assures that the funds will be returned to the Office of the Governor in full

WHEREAS, the Commissioners' Court designates County Judge Rodger McLane as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED:

the Commissioner's Court of Panola County approves submission of the grant application for the *Maintaining an Effective Patrol Fleet Project* to the Office of the Governor.

PASSED AND APPROVED by Panola County Commissioners' Court on the 28th day of March, 2023.


RODGER MCLANE, County Judge


BILLY ALEXANDER, Commissioner, Pct. 1


DAVID COLE, Commissioner, Pct. 2


CRAIG LAWESS, Commissioner, Pct. 3


DALE LAGRONE, Commissioner, Pct. 4

GRANT NUMBER: 4481901

Lease Agreement



Customer: PANOLA, COUNTY OF

BillTo: COUNTY OF PANOLA
305 W PANOLA ST
CARTHAGE, TX 75633-2534

Install: COUNTY OF PANOLA
ADULT PROBATION
305 W PANOLA ST
CARTHAGE, TX 75633-2534

Negotiated Contract : 072804700

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8135H (XEROX C8135H)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Wireless Kit - Customer Ed - Analyst Services 	Lease Term: 60 months Purchase Option: FMV	- Xerox C8055 S/N 8TB580999 Trade-In as of Payment 60	4/3/2023

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8135H	\$133.44	1: Black and White Impressions	1 - 5,000 5,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0496	
Total	\$133.44	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Randy Bunton (936)569-1992 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer:	Phone: (903)693-0352	Signature:	Date: 3-15-23

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

3. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties.

Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723

(512) 936-7700

PRINTOUT GENERATED ON: **03/13/2023**

Based upon completion of the minimum licensing standards, **BRACK A. LAGRONE** is hereby issued the following:

TYPE	TCOLE PID	ISSUE DATE
Peace Officer License BRACK A. LAGRONE	396942	09/01/2011





TEXAS COMMISSION ON LAW ENFORCEMENT
Issues

BRACK A. LAGRONE
TCOLE ID: 396942
PEACE OFFICER LICENSE



ISSUED DATE: 09/01/2011

Issue Authority Chap. 1701, Texas Occupations Code.

TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723

(512) 936-7700

PRINTOUT GENERATED ON: **03/13/2023**

Based upon completion of the minimum licensing standards, **JEFFERY R. IVY** is hereby issued the following:

TYPE	TCOLE PID	ISSUE DATE
Peace Officer License	216308	09/24/1998
JEFFERY R. IVY		





TEXAS COMMISSION ON LAW ENFORCEMENT

Issues

JEFFERY R. IVY

TCOLE ID: 216308

PEACE OFFICER LICENSE



ISSUED DATE: 09/24/1998

Issue Authority Chap. 1701, Texas Occupations Code.



Panola County, Texas

Budget Adjustment Register Adjustment Detail

Packet: GLPKT18839 - 2023 JAIL COMMISSARY

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001766	2023 PANOLA COUNTY BU...	2023 JAIL COMMISSARY	3/13/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
810-360-41155	COMMISSARY PROFITS	2023 JAIL COMMISSARY	0.00	-500.00	-500.00
January: -41.67	April: -41.67	July: -41.67	October: -41.67		
February: -41.67	May: -41.67	August: -41.67	November: -41.67		
March: -41.67	June: -41.67	September: -41.67	December: -41.63		
810-460-55270	FURNITURE & EQUIPMENT	2023 JAIL COMMISSARY	0.00	500.00	500.00
January: 41.67	April: 41.67	July: 41.67	October: 41.67		
February: 41.67	May: 41.67	August: 41.67	November: 41.67		
March: 41.67	June: 41.67	September: 41.67	December: 41.63		

Budget Adjustment Register

Packet: GLPKT18839 - 2023 JAIL COMMISARY

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2023	2023 PANOLA COUNTY BU	810-360-41155	COMMISSARY PROFITS	0.00	-500.00	-500.00
		810-460-55270	FURNITURE & EQUIPMENT	0.00	500.00	500.00
			2023 Total:	0.00	0.00	0.00
			Grand Total:	0.00	0.00	0.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2023 - 2023 PANOLA COUNTY BUDGET Fiscal: 2023			
810	0.00	0.00	0.00
Budget Code 2023 Total:	0.00	0.00	0.00
Grand Total:	0.00	0.00	0.00

Public Official Bond

BOND NO. GM 221863 **MAR 29 2023**

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

KNOW ALL MEN BY THESE PRESENTS;

That we Rodger McLane of Carthage, Texas as principal (hereinafter called "Principal") and Great Midwest Insurance Company, a corporation of the State of Texas, and authorized to become surety on bonds in the state of Texas as Surety

(hereinafter called "Surety") are held and firmly bound unto the Treasurer of the County of Panola (hereinafter called "Obligee") in the penalty of One Hundred Thousand 00/100 Dollars (\$ 100,000.00) to the payment whereof, well and truly to be made and done, the said principal binds himself, his heirs, executors and administrators, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing Obligation is such, that WHEREAS, the said principal was elected or appointed to the position of Panola County Judge for the term beginning November 23, 2022 and ending November 22, 2026 or until his successor is elected or appointed and qualifies.

NOW THEREFORE, if the said Principal shall well and faithfully perform all and singular the duties incumbent upon him by reason of his election or appointment as said Panola County Judge during the period commencing November 23, 2022 and ending November 22, 2026 and honestly account for all moneys coming into his hands as said Panola County Judge during this 4 year period, according to law, then this obligation shall be null and void; it is otherwise to be and remain in full force and virtue.

In Testimony Whereof, the said principal has hereunto set his hand and seal and the said Surety has caused this instrument to be signed in its name and behalf and its corporate seal to be hereunto affixed this 31st day of January A. D. 2023

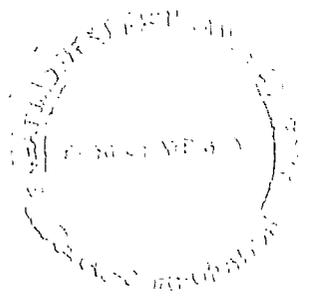
Witness Dicki Heinkel

Rodger McLane
Rodger McLane

GREAT MIDWEST INSURANCE COMPANY

Witness Shirley Water

Lach Mefferd
Lach Mefferd, Attorney-in-Fact



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

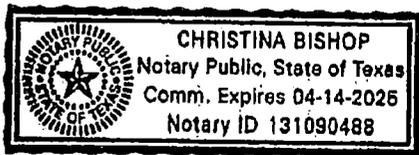


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 31st Day of January, 2023.

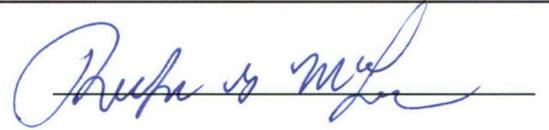


BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

APPROVED 03-28-2023

Rodger G. McLane
County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

 ONLINE

IN PERSON

NAME: Bruce Koch

POSITION: Deputy Sheriff

DEPARTMENT: Panola County Sheriff's Office

DATE: March 7, 2023

CONFERENCE: Taser Instructor Course

LOCATION: Lewisville, Texas

DATES: April 4, 2023 to April 5, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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?

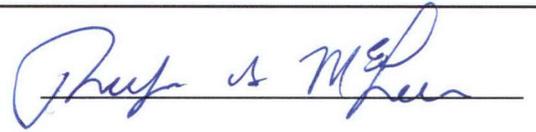
Do you have sufficient funds in your budget for this conference? Yes

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

To certify me as a Taser instructor

APPROVED 03-28-2023

Rodger G. McLane
County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

ONLINE **IN PERSON**

NAME: Karen England

POSITION: Administrative Clerk

DEPARTMENT: Panola County Sheriff's Office

DATE: March 9, 2023

CONFERENCE: Redacting Records training

LOCATION: PRT Management Group - online

DATES: February 15, 2023 to February 15, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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? _____

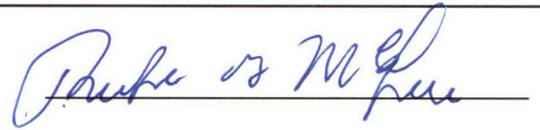
Do you have sufficient funds in your budget for this conference? Yes

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

Relatable training

APPROVED 03-28-2023

Rodger G. McLane
County Judge



PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

ONLINE **IN PERSON**

NAME: Karen England

POSITION: Administrative Clerk

DEPARTMENT: Panola County Sheriff's Office

DATE: March 10, 2023

CONFERENCE: Eliminating Risk and Responsibility

LOCATION: PRI Management Group - online

DATES: March 15, 2023 TO March 15, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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? Yes

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

Relatable training

APPROVED 03-28-2023

Rodger G. McLane
County Judge

Rodger G. McLane

PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

ONLINE **IN PERSON**

NAME: Karen England

POSITION: Administrative Clerk

DEPARTMENT: Panola County Sheriff's Office

DATE: March 10, 2023

CONFERENCE: Introduction to Sealing and Expunging Records

LOCATION: PRI Management Group - online

DATES: May 10, 2023 to May 10, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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? Yes

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

Relatable training

APPROVED 03-28-2023

Rodger G. McLane

County Judge

Rodger G. McLane

PANOLA COUNTY OFFICIAL/EMPLOYEE

REQUEST FOR ATTENDANCE

AT A CONFERENCE

NAME: Robyn Klysen
POSITION: First assistant auditor
DEPARTMENT: auditor's office
DATE: 5.31.23

CONFERENCE: budget workshop
LOCATION: Nacogdoches
DATES: May 31st to May 31st
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 4.5 days

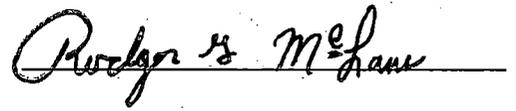
Do you have sufficient funds in your budget for this conference? yes

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 budget workshop will help me to better understand the budget process and prepare for budget seasons in the future.

APPROVED 03-28-2023

Rodger G. McLane
County Judge



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: 3-21-23

CONFERENCE: SAKI DNA Collection Class

LOCATION: Harrison County Sheriff's Office

DATES: April 3, 2023 to April 3, 2023

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 1/2 a day

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 of them this is training

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? it is free

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

it is training to be able to collect proper DNA from Sex Offenders
and any other person that DNA needs Collected

