

# Donation

Date 7-10-23

The undersigned has secured a contribution from Rockcliff Energy to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 168,835.52 and/or

material of the following type and amount Road oil

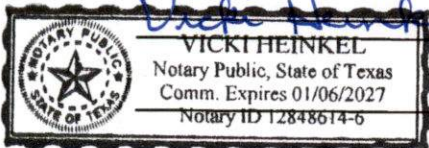
This donation is to be used as needed by the Panola County Road and Bridge Department <sup>328,337</sup> to improve Panola County road number \_\_\_\_\_, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct# 3

Sworn and subscribed to this 10 day of July, 2023.

[Signature], Notary Public, State of Texas, My commission expires 1-6-2027



(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 2023.

County Judge Rodger & Melane

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
5/31/2023	31373

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD CK

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	5/23/2023	

Quantity	Item Code	Description	Price Each	Amount
20.64	TONS	DELIVER ROAD OIL	900.00	18,576.00T
	Tiller-McJimsey #1,2 5-23-2023 1600946,1600947 830-107 \$19,737.00  <i>Lee Wilkerson</i>			

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,161.00
E-mail	<b>Total</b>	\$19,737.00
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$19,737.00

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
5/30/2023	31638

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD CM

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	5/24/2023	

Quantity	Item Code	Description	Price Each	Amount
20.64	TONS	DELIVER ROAD OIL  Wallace #1,2,3 5-31-2023 1601165,1601166,1601167 830-107 \$19,737.00  <i>Lee Wilkerson</i>	900.00	18,576.00T

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,161.00
E-mail	<b>Total</b>	\$19,737.00
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$19,737.00

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
5/31/2023	31754

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD H

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/12/2023	

Quantity	Item Code	Description	Price Each	Amount
20.64	TONS	DELIVER ROAD OIL  Wallace #4,5 5-31-2023 1601168,1601169 830-107 \$19,737.00  <i>Lee Wilkerson</i>	900.00	18,576.00T

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,161.00
E-mail	<b>Total</b>	\$19,737.00
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$19,737.00

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
5/31/2023	31755

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD G

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/12/2023	

Quantity	Item Code	Description	Price Each	Amount
20.64	TONS	DELIVER ROAD OIL  Tillery-Koch #1,2,3,4 5-31-2023 1600953,1600954,1600955,1600956 830-107 \$19,737.00  <i>Lee Wilkerson</i>	900.00	18,576.00T

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,161.00
E-mail	<b>Total</b>	\$19,737.00
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$19,737.00

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
7/1/2023	31856

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD CK

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/28/2023	

Quantity	Item Code	Description	Price Each	Amount
23.5	TONS	DELIVER ROAD OIL	900.00	21,150.00T
<p>Tiller-McJimsey #1,2            7-1-2023            1600946,1600947            830-107            \$22,471.88</p> <p><i>Lee Wilkerson</i></p>				

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,321.88
E-mail	<b>Total</b>	\$22,471.88
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$22,471.88

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
7/1/2023	31857

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD H

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/28/2023	

Quantity	Item Code	Description	Price Each	Amount
23.5	TONS	DELIVER ROAD OIL	900.00	21,150.00T
Wallace #4,5 7-1-2023 1601168,1601169 830-107 \$22,471.88  <i>Lee Wilkerson</i>				

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,321.88
E-mail	<b>Total</b>	\$22,471.88
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$22,471.88

DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
7/1/2023	31858

Bill To
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

Ship To
PAD G

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/28/2023	

Quantity	Item Code	Description	Price Each	Amount
23.5	TONS	DELIVER ROAD OIL	900.00	21,150.00T
<p>Tillery-Koch #1,2,3,4            7-1-2023            1600953,1600954,1600955,16009956            830-107            \$22,471.88</p> <p><i>Lee Wilkerson</i></p>				

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,321.88
E-mail	<b>Total</b>	\$22,471.88
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$22,471.88



DODSON TRUCKING INC  
 18543 CR 2213D  
 TATUM, TX 75691

# Invoice

Date	Invoice #
7/1/2023	31859

<b>Bill To</b>
Rockcliff Energy Management LLC Attn: Accounts Payable 717 Texas Avenue, Suite 1900 Houston, TX 77002

<b>Ship To</b>
PAD CH SOUTH

Phone #	Fax #	P.O. Number	Terms	Ship	Project
903-947-6224	903-947-2528		Net 60	6/28/2023	

Quantity	Item Code	Description	Price Each	Amount
23.5	TONS	DELIVER ROAD OIL	900.00	21,150.00T
<p>Furrh-Cooper #1,2,3 (CR 337)            6-28-2023            1600909,1600910,1600911            830-107            \$22,471.88</p> <p><i>Lee Wilkerson</i></p>				

Lee Wilkerson lwikerson@rockcliffenergy.com	<b>Sales Tax (6.25%)</b>	\$1,321.88
E-mail	<b>Total</b>	\$22,471.88
JDODSON3278@GMAIL.COM	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$22,471.88

# Donation

Date 7-10-23

The undersigned has secured a contribution from Rockliff Energy to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 33,023.65 and/or

material of the following type and amount Road oil materials

This donation is to be used as needed by the Panola County Road and Bridge Department <sup>328, 337, 329, 304, 302</sup> to improve Panola County road number \_\_\_\_\_, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

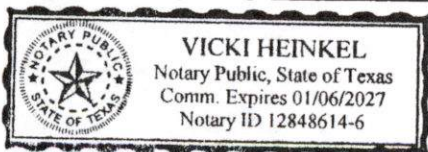
[Signature] Commissioner, Precinct# 3

Sworn and subscribed to this 10 day of July, 2023.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027

(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 2023.  
County Judge [Signature]





1450 Eddings Lane  
San Augustine, TX 75972

# Invoice

Date	Invoice #
5/25/2023	14075
<b>Due Date</b>	<b>6/24/2023</b>
Account #	402

Bill To

Rockcliff Energy Management LLC  
Attn: Accounts Payable  
717 Texas Ave, Suite 1900  
Houston, TX 77002

Job Name		P.O. No.	Terms	AFE
Pad DE		7698	Net 30	
Item	Description	Quantity	Rate	Amount
Product #1	Glauconite Road Base	37.62	40.42	1,520.60T
Product #8	2" Filtered Rock	36.42	46.42	1,690.62T
Equip	140H	3	170.00	510.00
Equip	Roller	3	110.00	330.00
Equip	Water Truck	3	95.00	285.00
Fuel	Fuel Surcharge	3	38.28	114.84
Mob	Mobilization		1,750.00	1,750.00
<p style="color: red;">Tiller-Crenshaw-Trosper #1,2,3 5-25-2023 1600296,1600297,1600979 830-107 \$6,417.82</p> <p><i>Lee Wilkerson</i></p>				
			<b>Subtotal</b>	\$6,201.06
			<b>Sales Tax (6.75%)</b>	\$216.76
			<b>Total</b>	\$6,417.82

Please remit payment to:  
Attoyac Rock, LLC  
1450 Eddings Lane  
San Augustine, TX 75972  
936-275-3636

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$6,417.82

This invoice is DUE UPON RECEIPT or by DUE DATE. If other terms are not CONFIRMED, interest and late fees may be applied if not paid promptly,



1450 Eddings Lane  
San Augustine, TX 75972

# Invoice

Date	Invoice #
5/25/2023	14074
<b>Due Date</b>	<b>6/24/2023</b>
Account #	402

Bill To

Rockcliff Energy Management LLC  
Attn: Accounts Payable  
717 Texas Ave, Suite 1900  
Houston, TX 77002

Job Name		P.O. No.	Terms	AFE
Pad DD		7698	Net 30	
Item	Description	Quantity	Rate	Amount
Product #1	Glauconite Road Base	37.62	40.42	1,520.60T
Product #8	2" Filtered Rock	36.43	46.42	1,691.08T
Equip	140H	3	170.00	510.00
Equip	Roller	3	110.00	330.00
Equip	Water Truck	3	95.00	285.00
Fuel	Fuel Surcharge	3	38.28	114.84
Mob	Mobilization		1,750.00	1,750.00
<p>Trosper-Jernigan #1,2,3 5-25-2023 1600286,1600287,161051 830-107 \$6,418.31</p> <p><i>Lee Wilkerson</i></p>				
			<b>Subtotal</b>	\$6,201.52
			<b>Sales Tax (6.75%)</b>	\$216.79
			<b>Total</b>	\$6,418.31

Please remit payment to:  
Attoyac Rock, LLC  
1450 Eddings Lane  
San Augustine, TX 75972  
936-275-3636

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$6,418.31

This invoice is DUE UPON RECEIPT or by DUE DATE. If other terms are not CONFIRMED, interest and late fees may be applied if not paid promptly,



1450 Eddings Lane  
San Augustine, TX 75972

# Invoice

Date	Invoice #
6/14/2023	14214
<b>Due Date</b>	<b>7/14/2023</b>
Account #	402

Bill To

Rockcliff Energy Management LLC  
Attn: Accounts Payable  
717 Texas Ave, Suite 1900  
Houston, TX 77002

Job Name		P.O. No.	Terms	AFE
Pad DD		7723	Net 30	
Item	Description	Quantity	Rate	Amount
Product #5	Glauconite 3x5	24.76	46.42	1,149.36T
Product #1	Glauconite Road Base	12.1	40.42	489.08T
Equip	140H	2	170.00	340.00
Equip	Roller	2	110.00	220.00
Material	Oil Sand	50.71	130.46	6,615.63
Equip	140 H	1	170.00	170.00
Mob	Mobilization		1,000.00	1,000.00
<p>Trosper-Jernigan #1,2,3 6-14-2023 1600286,1600287,161051 830-107 \$10,094.66</p> <p><i>Lee Wilkerson</i></p>				
			<b>Subtotal</b>	\$9,984.07
			<b>Sales Tax (6.75%)</b>	\$110.59
			<b>Total</b>	\$10,094.66

Please remit payment to:  
Attoyac Rock, LLC  
1450 Eddings Lane  
San Augustine, TX 75972  
936-275-3636

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$10,094.66

This invoice is DUE UPON RECEIPT or by DUE DATE. If other terms are not CONFIRMED, interest and late fees may be applied if not paid promptly,



1450 Eddings Lane  
San Augustine, TX 75972

# Invoice

Date	Invoice #
6/14/2023	14232
<b>Due Date</b>	<b>7/14/2023</b>
Account #	402

Bill To

Rockcliff Energy Management LLC  
Attn: Accounts Payable  
717 Texas Ave, Suite 1900  
Houston, TX 77002

Job Name		P.O. No.	Terms	AFE
Pad DE		7723	Net 30	
Item	Description	Quantity	Rate	Amount
Product #5	Glauconite 3x5	24.75	46.42	1,148.90T
Product #1	Glauconite Road Base	12.1	40.42	489.08T
Equip	140H	2	170.00	340.00
Equip	Roller	2	110.00	220.00
Material	Oil Sand	50.7	130.46	6,614.32
Equip	140 H	1	170.00	170.00
Mob	Mobilization		1,000.00	1,000.00
<p>Tiller-Crenshaw-Trosper #1,2,3 6-14-2023 1600296,1600297,1600979 830-107 \$10,092.86</p> <p><i>Lee Wilkerson</i></p>				
			<b>Subtotal</b>	\$9,982.30
			<b>Sales Tax (6.75%)</b>	\$110.56
			<b>Total</b>	\$10,092.86

Please remit payment to:  
Attoyac Rock, LLC  
1450 Eddings Lane  
San Augustine, TX 75972  
936-275-3636

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$10,092.86

This invoice is DUE UPON RECEIPT or by DUE DATE. If other terms are not CONFIRMED, interest and late fees may be applied if not paid promptly,

# Donation

Date 7-10-23

The undersigned has secured a contribution from Rockcliff Energy to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 33,925.<sup>20</sup> and/or

material of the following type and amount Road oil (49.89 tons)

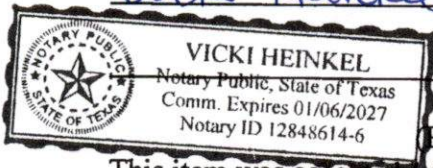
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 337,328, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct# 3

Sworn and subscribed to this 10 day of July, 20 23.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027



Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 20 23.

County Judge Rodger S McHane



**INVOICE**

**BRYAN & BRYAN ASPHALT, LLC**  
**P.O. BOX 1639**  
**JACKSON MS 39215-1639**

**Invoice Number:** 9402963280  
**Invoice Date:** Jun 29, 2023  
**Due Date:** Jul 29, 2023

**Bill To:** 934607  
  
PANOLA COUNTY TX PCT 3  
1120 E SABINE  
CARTHAGE TX 75683

**Remit To:**  
BRYAN & BRYAN ASPHALT, LLC  
DEPT #2135  
P.O. BOX 11407  
BIRMINGHAM AL 35246-2135

**Shipped From:** TX17 - BB HENDERSON MAIN OFFICE  
**Ship Date:** Jun 29, 2023  
**Shipping Terms:** Delivered; Freight Included  
**Mode of Tranp.:** Truck

**Ship To:** 2061959  
PANOLA COUNTY TX RD & BRIDGE PCT 3  
PANOLA COUNTY TX

BOL No.	Truck Num	Job Num	Description	Net Qty	UoM	Price	Amount - USD
7127	87	F79W	ROAD OIL	24.760	TON	680.0000	16,836.80
<b>Total</b>							16,836.80

**Payment Terms:** Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party

**PLEASE CALL 903-657-2391 IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.**



# Bryan & Bryan Asphalt, LLC

PO Box 625, Henderson, TX 75653

27664

Main Office 903-657-2391 Orders/Dispatch 903-657-5112

Date: 6-29-23 Driver: Wade McCreary Truck / 87  
Trailer # 7119

Customer: Papola Co. Plant / Pct: Pct 3

Bill of Lading #: 7127 Customer PO #: \_\_\_\_\_

Outgoing Product	Incoming Product	Scale Weights
Road Oil PG 64-22 PG 76-22	CBO VTB	Gross: <u>83500</u>
AC 1.5 PG 67-22 AC 20-5TR	PDA / Hard Pen PG 64-22	Tare: <u>33980</u>
AC 0.6 PG 70-22 AC 20XP	Other	Net: <u>119520</u>

Other \_\_\_\_\_

Loading Refinery:  
TRINITY ASPHALT  
MAIN

## Product Received By:

Delivery Time: \_\_\_\_\_ Waiting time less two hours: \_\_\_\_\_

Arrival Time: 10:36 Reason for unloading delay: \_\_\_\_\_

Departure Time: \_\_\_\_\_

**If there is waiting time over two hours from delivery time, reason must be filled out above and customer must sign below.**

Customer Signature: \_\_\_\_\_

SHIPPER/ORIGIN:  
**BRYAN & BRYAN ASPHALT, LLC**  
8621 FM 2276 NORTH  
HENDERSON, TX 75652  
903-657-2391

Emergency Response Telephone Number:  
Call CHEMTREC (1-800-424-9300)  
Ergon, Inc. Contract Number 7956

BOL NUMBER: 7127

SOLD TO: PANOLA COUNTY TX PCT 3 1120 E SABINE CARTHAGE TX 75683	CUSTOMER NO.: 934607 PO NUMBER: REFERENCE (JOB) NUMBER: F79W PROJECT NUMBER: ORIGINAL BOL:
CONSIGNEE/DESTINATION: 2061959 PANOLA COUNTY TX RD & BRIDGE P PANOLA COUNTY ROAD & BRIDGE PC	SHIP DATE: 06/29/2023 FRGHT: PPA CARRIER: BRYAN & BRYAN ASPHALT LLC TRUCK-TRLR NO.: 87 ORDER #: AGRMNT #:

PRODUCT	TANK	TEMP	WEIGHTS	
ROAD OIL	115	210.00 F	GROSS:	83,500 LBS
			TARE:	33,980 LBS
			NET:	49,520 LBS
			NET:	24.760 TON

Spec Gravity @ 60F: 1.046

Loaded By: BJ Additive: N/A  
LAB/LOT NUMBER: \_\_\_\_\_ Certification #: \_\_\_\_\_

Certification: NO CERTIFICATION PROVIDED. The densities and Specific Gravity denoted are typical results. Product densities can vary through the processes of manufacturing, shipping, and handling.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature by Shipper \_\_\_\_\_

Cargo Tank Supplied By Carrier/Carrier Compliance to Laws - Where the cargo tank is supplied by the carrier, the carrier hereby certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity. This is to acknowledge that the carrier has in his possession or has been offered and accepted the required hazard materials placards and/or emergency response information.

This property described herein in apparent good order is received by the carrier shown on this Bill of Lading and the carrier agrees to transport the property to the consignee and the destination set forth herein subject to the classifications and tariffs, and the terms and conditions of the Uniform Domestic Straight Bill of Lading found in National Motor Freight Classification, in effect on the date of the issuance of this Bill of Lading or the applicable contract with shipper. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable rules, regulations and laws.

Signature by Motor Carrier Wadley



**INVOICE**

**BRYAN & BRYAN ASPHALT, LLC**  
**P.O. BOX 1639**  
**JACKSON MS 39215-1639**

**Invoice Number:** 9402962330  
**Invoice Date:** Jun 28, 2023  
**Due Date:** Jul 28, 2023

**Bill To:** 934607  
  
PANOLA COUNTY TX PCT 3  
1120 E SABINE  
CARTHAGE TX 75683

**Remit To:**  
BRYAN & BRYAN ASPHALT, LLC  
DEPT #2135  
P.O. BOX 11407  
BIRMINGHAM AL 35246-2135

**Shipped From:** TX17 - BB HENDERSON MAIN OFFICE  
**Ship Date:** Jun 28, 2023  
**Shipping Terms:** Delivered; Freight Included  
**Mode of Tranp.:** Truck

**Ship To:** 2061959  
PANOLA COUNTY TX RD & BRIDGE PCT 3  
PANOLA COUNTY TX

BOL No.	Truck Num	Job Num	Description	Net Qty	UoM	Price	Amount - USD
7115	87	F79W	ROAD OIL	25.130	TON	680.0000	17,088.40
<b>Total</b>							<b>17,088.40</b>

**Payment Terms:** Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party

**PLEASE CALL 903-657-2391 IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.**

# Bryan & Bryan Asphalt, LLC

PO Box 625, Henderson, TX 75653

27663

Main Office 903-657-2391 Orders/Dispatch 903-657-5112

Date: 6-29-23 Driver: Wade Wood Truck / 87  
Trailer # 7119

Customer: Panola Co. Plant / Pct: Pct 3

Bill of Lading #: 7115 Customer PO #: \_\_\_\_\_

Outgoing Product	Incoming Product	Scale Weights	
Road Oil PG 64-22 PG 76-22	CBO	VTB	Gross: <u>83500</u>
AC 1.5 PG 67-22 AC 20-5TR	PDA / Hard Pen	PG 64-22	Tare: <u>33240</u>
AC 0.6 PG 70-22 AC 20XP	Other		Net: <u>50260</u>

Other \_\_\_\_\_

Loading Refinery:  
TRINITY ASPHALT  
MAINA

Product Received By: Z. M...

Delivery Time: 7:00 AM Waiting time less two hours: \_\_\_\_\_

Arrival Time: 6:00 AM Reason for unloading delay: \_\_\_\_\_

Departure Time: \_\_\_\_\_

**If there is waiting time over two hours from delivery time, reason must be filled out above and customer must sign below.**

Customer Signature: \_\_\_\_\_

SHIPPER/ORIGIN:  
**BRYAN & BRYAN ASPHALT, LLC**  
8621 FM 2276 NORTH  
HENDERSON, TX 75652  
903-657-2391

Emergency Response Telephone Number:  
Call CHEMTREC (1-800-424-9300)  
Ergon, Inc. Contract Number 7956

BOL NUMBER: 7115

SOLD TO: PANOLA COUNTY TX PCT 3 1120 E SABINE CARTHAGE TX 75683	CUSTOMER NO.: 934607 PO NUMBER: REFERENCE (JOB) NUMBER: F79W PROJECT NUMBER: ORIGINAL BOL:
CONSIGNEE/DESTINATION: 2061959 PANOLA COUNTY TX RD & BRIDGE P PANOLA COUNTY ROAD & BRIDGE PC	SHIP DATE: 06/28/2023 FRGHT: PPA CARRIER: BRYAN & BRYAN ASPHALT LLC TRUCK-TRLR NO.: 87 ORDER #: AGRMNT #:

PRODUCT	TANK	TEMP	WEIGHTS		
ROAD OIL	114	210.00 F	GROSS:	83,500	LBS
			TARE:	33,240	LBS
			NET:	50,260	LBS
			NET:	25.130	TON

Spec Gravity @ 60F: 1.046

Loaded By: BJ Additive: N/A  
LAB/LOT NUMBER: \_\_\_\_\_ Certification #: \_\_\_\_\_

Certification: NO CERTIFICATION PROVIDED. The densities and Specific Gravity denoted are typical results. Product densities can vary through the processes of manufacturing, shipping, and handling.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature by Shipper \_\_\_\_\_

Cargo Tank Supplied By Carrier/Carrier Compliance to Laws - Where the cargo tank is supplied by the carrier, the carrier hereby certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity. This is to acknowledge that the carrier has in his possession or has been offered and accepted the required hazard materials placards and/or emergency response information.

This property described herein in apparent good order is received by the carrier shown on this Bill of Lading and the carrier agrees to transport the property to the consignee and the destination set forth herein subject to the classifications and tariffs, and the terms and conditions of the Uniform Domestic Straight Bill of Lading found in National Motor Freight Classification, in effect on the date of the issuance of this Bill of Lading or the applicable contract with shipper. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable rules, regulations and laws.

Signature by Motor Carrier \_\_\_\_\_

# Donation

Date 7-10-23

The undersigned has secured a contribution from R. Lecky to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 50,156.<sup>80</sup> and/or

material of the following type and amount Road oil (73.76 tons)

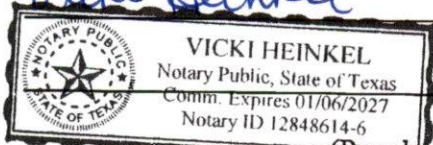
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number #328, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct# 3

Sworn and subscribed to this 10 day of July, 2023.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027



(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 2023.

County Judge Rodger S. McFane



INVOICE

BRYAN & BRYAN ASPHALT, LLC  
P.O. BOX 1639  
JACKSON MS 39215-1639

Invoice Number: 9402961166  
Invoice Date: Jun 27, 2023  
Due Date: Jul 27, 2023

Bill To: 934607  
PANOLA COUNTY TX PCT 3  
1120 E SABINE  
CARTHAGE TX 75683

Remit To:  
BRYAN & BRYAN ASPHALT, LLC  
DEPT #2135  
P.O. BOX 11407  
BIRMINGHAM AL 35246-2135

Shipped From: TX17 - BB HENDERSON MAIN OFFICE  
Ship Date: Jun 27, 2023  
Shipping Terms: Delivered; Freight Included  
Mode of Tranp.: Truck

Ship To: 2061959  
PANOLA COUNTY TX RD & BRIDGE PCT 3  
PANOLA COUNTY TX

BOL No.	Truck Num	Job Num	Description	Net Qty UoM	Price	Amount - USD
7099	82	F79W	ROAD OIL	24.360 TON	680.0000	16,564.80

Customer PO #: PCT 3

**Total** 16,564.80

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party

PLEASE CALL 903-657-2391 IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

*R. Lacy*

~~16,564.80~~

# Bryan & Bryan Asphalt, LLC

PO Box 625, Henderson, TX 75653

27799

Main Office 903-657-2391 Orders/Dispatch 903-657-5112

Date: 6-28-23 Driver: Jonathan R. Teer Truck / Trailer # 8217174  
Customer: Parola County Plant / Pct: Pct #3  
Bill of Lading #: 7099 Customer PO #: \_\_\_\_\_

Outgoing Product	Incoming Product	Scale Weights
<u>Road Oil</u> PG 64-22 PG 76-22	CBO VTB	Gross: <u>83,500</u>
AC 1.5 PG 67-22 AC 20-5TR	PDA / Hard Pen PG 64-22	Tare: <u>34,780</u>
AC 0.6 PG 70-22 AC 20XP	Other	Net: <u>48,720</u>

Other \_\_\_\_\_

Loading Refinery:  
Trinity Asphalt

Product Received By: J Moore

Delivery Time: _____	Waiting time less two hours: _____
Arrival Time: <u>3:40 AM</u>	Reason for unloading delay: _____
Departure Time: _____	

**If there is waiting time over two hours from delivery time, reason must be filled out above and customer must sign below.**

Customer Signature: \_\_\_\_\_



SHIPPER/ORIGIN:  
**BRYAN & BRYAN ASPHALT, LLC**  
 8621 FM 2276 NORTH  
 HENDERSON, TX 75652  
 903-657-2391

**Emergency Response Telephone Number:**  
 Call CHEMTREC (1-800-424-9300)  
 Ergon, Inc. Contract Number 7956

BOL NUMBER: 7099

SOLD TO: PANOLA COUNTY TX PCT 3 1120 E SABINE CARTHAGE TX 75683	CUSTOMER NO.: 934607 PO NUMBER: REFERENCE (JOB) NUMBER: F79W PROJECT NUMBER: ORIGINAL BOL:
CONSIGNEE/DESTINATION: 2061959 PANOLA COUNTY TX RD & BRIDGE P PANOLA COUNTY ROAD & BRIDGE PC	SHIP DATE: 06/27/2023 FRGHT: PPA CARRIER: BRYAN & BRYAN ASPHALT LLC TRUCK-TRLR NO.: 82 ORDER #:                      AGRMNT #:

PRODUCT	TANK	TEMP	WEIGHTS		
-----			-----		
ROAD OIL	117	210.00 F	GROSS:	83,500	LBS
			TARE:	34,780	LBS
			NET:	48,720	LBS
			NET:	24.360	TON

Spec Gravity @ 60F: 1.046

Loaded By: BJ                                      Additive: N/A  
 LAB/LOT NUMBER: \_\_\_\_\_                      Certification #: \_\_\_\_\_

Certification: NO CERTIFICATION PROVIDED. The densities and Specific Gravity denoted are typical results. Product densities can vary through the processes of manufacturing, shipping, and handling.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature by Shipper \_\_\_\_\_

Cargo Tank Supplied By Carrier/Carrier Compliance to Laws - Where the cargo tank is supplied by the carrier, the carrier hereby certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity. This is to acknowledge that the carrier has in his possession or has been offered and accepted the required hazard materials placards and/or emergency response information.

This property described herein in apparent good order is received by the carrier shown on this Bill of Lading and the carrier agrees to transport the property to the consignee and the destination set forth herein subject to the classifications and tariffs, and the terms and conditions of the Uniform Domestic Straight Bill of Lading found in National Motor Freight Classification, in effect on the date of the issuance of this Bill of Lading or the applicable contract with shipper. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable rules, regulations and laws.

Signature by Motor Carrier         *Jonathan*



**INVOICE**

**BRYAN & BRYAN ASPHALT, LLC**  
**P.O. BOX 1639**  
**JACKSON MS 39215-1639**

**Invoice Number:** 9402962327  
**Invoice Date:** Jun 28, 2023  
**Due Date:** Jul 28, 2023

**Bill To:** 934607  
  
PANOLA COUNTY TX PCT 3  
1120 E SABINE  
CARTHAGE TX 75683

**Remit To:**  
BRYAN & BRYAN ASPHALT, LLC  
DEPT #2135  
P.O. BOX 11407  
BIRMINGHAM AL 35246-2135

**Shipped From:** TX17 - BB HENDERSON MAIN OFFICE  
**Ship Date:** Jun 28, 2023  
**Shipping Terms:** Delivered; Freight included  
**Mode of Tranp.:** Truck

**Ship To:** 2061959  
PANOLA COUNTY TX RD & BRIDGE PCT 3  
PANOLA COUNTY TX

BOL No.	Truck Num	Job Num	Description	Net Qty UoM	Price	Amount - USD
7100	0087	F79W	ROAD OIL	24.920 TON	680.0000	16,945.60
<b>Total</b>						<b>16,945.60</b>

**Payment Terms:** Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party

**PLEASE CALL 903-657-2391 IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.**

# Bryan & Bryan Asphalt, LLC

PO Box 625, Henderson, TX 75653

27660

Main Office 903-657-2391 Orders/Dispatch 903-657-5112

Date: 6-28-23 Driver: Wade M. M. M. Truck / 87  
Trailer # 7119

Customer: Panola Co. Plant / Pct: Pct 3

Bill of Lading #: 7100 Customer PO #: \_\_\_\_\_

Outgoing Product	Incoming Product	Scale Weights	
<u>Road Oil</u> PG 64-22 PG 76-22	CBO	VTB	Gross: <u>83500</u>
AC 1.5 PG 67-22 AC 20-5TR	PDA / Hard Pen	PG 64-22	Tare: <u>33660</u>
AC 0.6 PG 70-22 AC 20XP	Other		Net: <u>49840</u>

Other \_\_\_\_\_

Loading Refinery:  
TRINITY ASPHALT  
MAIN

Product Received By: [Signature]

Delivery Time: _____	Waiting time less two hours: _____
Arrival Time: <u>5:50</u>	Reason for unloading delay: _____
Departure Time: _____	
<b>If there is waiting time over two hours from delivery time, reason must be filled out above and customer must sign below.</b>	
Customer Signature: _____	

SHIPPER/ORIGIN:  
**BRYAN & BRYAN ASPHALT, LLC**  
8621 FM 2276 NORTH  
HENDERSON, TX 75652  
903-657-2391

Emergency Response Telephone Number:  
Call CHEMTREC (1-800-424-9300)  
Ergon, Inc. Contract Number 7956

BOL NUMBER: 7100

SOLD TO: PANOLA COUNTY TX PCT 3 1120 E SABINE CARTHAGE TX 75683	CUSTOMER NO.: 934607 PO NUMBER: REFERENCE (JOB) NUMBER: F79W PROJECT NUMBER: ORIGINAL BOL:
CONSIGNEE/DESTINATION: 2061959 PANOLA COUNTY TX RD & BRIDGE P PANOLA COUNTY ROAD & BRIDGE PC	SHIP DATE: 06/28/2023 FRGHT: PPA CARRIER: BRYAN & BRYAN ASPHALT LLC TRUCK-TRLR NO.: 0087 ORDER #:                      AGRMNT #:

PRODUCT	TANK	TEMP	WEIGHTS		
ROAD OIL	117	210.00 F	GROSS:	83,500	LBS
			TARE:	33,660	LBS
			NET:	49,840	LBS
			NET:	24.920	TON

Spec Gravity @ 60F: 1.046

Loaded By: DUDLEY HICKMAN                      Additive: N/A  
LAB/LOT NUMBER: \_\_\_\_\_                      Certification #: \_\_\_\_\_

Certification: NO CERTIFICATION PROVIDED. The densities and Specific Gravity denoted are typical results. Product densities can vary through the processes of manufacturing, shipping, and handling.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature by Shipper \_\_\_\_\_

Cargo Tank Supplied By Carrier/Carrier Compliance to Laws - Where the cargo tank is supplied by the carrier, the carrier hereby certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity. This is to acknowledge that the carrier has in his possession or has been offered and accepted the required hazard materials placards and/or emergency response information.

This property described herein in apparent good order is received by the carrier shown on this Bill of Lading and the carrier agrees to transport the property to the consignee and the destination set forth herein subject to the classifications and tariffs, and the terms and conditions of the Uniform Domestic Straight Bill of Lading found in National Motor Freight Classification, in effect on the date of the issuance of this Bill of Lading or the applicable contract with shipper. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable rules, regulations and laws.

Signature by Motor Carrier Woodward



**INVOICE**

**BRYAN & BRYAN ASPHALT, LLC**  
**P.O. BOX 1639**  
**JACKSON MS 39215-1639**

**Invoice Number:** 9402962328  
**Invoice Date:** Jun 28, 2023  
**Due Date:** Jul 28, 2023

**Bill To:** 934607  
  
PANOLA COUNTY TX PCT 3  
1120 E SABINE  
CARTHAGE TX 75683

**Remit To:**  
BRYAN & BRYAN ASPHALT, LLC  
DEPT #2135  
P.O. BOX 11407  
BIRMINGHAM AL 35246-2135

**Shipped From:** TX17 - BB HENDERSON MAIN OFFICE  
**Ship Date:** Jun 28, 2023  
**Shipping Terms:** Delivered; Freight included  
**Mode of Tranp.:** Truck

**Ship To:** 2061959  
PANOLA COUNTY TX RD & BRIDGE PCT 3  
PANOLA COUNTY TX

BOL No.	Truck Num	Job Num	Description	Net Qty	UoM	Price	Amount - USD
7104	82	F79W	ROAD OIL	24.480	TON	680.0000	16,646.40
<b>Total</b>							<b>16,646.40</b>

**Payment Terms:** Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party

**PLEASE CALL 903-657-2391 IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.**

# Bryan & Bryan Asphalt, LLC

PO Box 625, Henderson, TX 75653  
Main Office 903-657-2391 Orders/Dispatch 903-657-5112

27700

Date: 6-28-23 Driver: Jonathan R. Teer Truck / Trailer # 82171#  
Customer: Bozrah County Plant / Pet: Pet #3  
Bill of Lading #: 7104 Customer PO #: \_\_\_\_\_

Outgoing Product	Incoming Product	Scale Weights
Road Oil PG 64-22 PG 76-22	CBO VTB	Gross: <u>83,500</u>
AC 1.5 PG 67-22 AC 20-5TR	PDA / Hard Pen PG 64-22	Tare: <u>34,540</u>
AC 0.6 PG 70-22 AC 20XP	Other	Net: <u>48,960</u>

Other \_\_\_\_\_

Loading Refinery: <u>Trinity Asphalt</u>
---

Product Received By: [Signature]

Delivery Time: _____	Waiting time less two hours: _____
Arrival Time: <u>8:55AM</u>	Reason for unloading delay: _____
Departure Time: _____	
<b>If there is waiting time over two hours from delivery time, reason must be filled out above and customer must sign below.</b>	
Customer Signature: _____	

SHIPPER/ORIGIN:  
**BRYAN & BRYAN ASPHALT, LLC**  
8621 FM 2276 NORTH  
HENDERSON, TX 75652  
903-657-2391

Emergency Response Telephone Number:  
Call CHEMTREC (1-800-424-9300)  
Ergon, Inc. Contract Number 7956

BOL NUMBER: 7104

SOLD TO: PANOLA COUNTY TX PCT 3 1120 E SABINE CARTHAGE TX 75683	CUSTOMER NO.: 934607 PO NUMBER: REFERENCE (JOB) NUMBER: F79W PROJECT NUMBER: ORIGINAL BOL:
CONSIGNEE/DESTINATION: 2061959 PANOLA COUNTY TX RD & BRIDGE P PANOLA COUNTY ROAD & BRIDGE PC	SHIP DATE: 06/28/2023 FRGHT: PPA CARRIER: BRYAN & BRYAN ASPHALT LLC TRUCK-TRLR NO.: 82 ORDER #: AGRMNT #:

PRODUCT	TANK	TEMP	W E I G H T S		
ROAD OIL	114	210.00 F	GROSS:	83,500	LBS
			TARE:	34,540	LBS
			NET:	48,960	LBS
			NET:	24.480	TON

Spec Gravity @ 60F: 1.046

Loaded By: BJ  
LAB/LOT NUMBER: \_\_\_\_\_

Additive: N/A  
Certification #: \_\_\_\_\_

Certification: NO CERTIFICATION PROVIDED. The densities and Specific Gravity denoted are typical results. Product densities can vary through the processes of manufacturing, shipping, and handling.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signature by Shipper \_\_\_\_\_

Cargo Tank Supplied By Carrier/Carrier Compliance to Laws - Where the cargo tank is supplied by the carrier, the carrier hereby certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity. This is to acknowledge that the carrier has in his possession or has been offered and accepted the required hazard materials placards and/or emergency response information.

This property described herein in apparent good order is received by the carrier shown on this Bill of Lading and the carrier agrees to transport the property to the consignee and the destination set forth herein subject to the classifications and tariffs, and the terms and conditions of the Uniform Domestic Straight Bill of Lading found in National Motor Freight Classification, in effect on the date of the issuance of this Bill of Lading or the applicable contract with shipper. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable rules, regulations and laws.

Signature by Motor Carrier  \_\_\_\_\_

# Donation

Date July 12, 2023

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

\$ \_\_\_\_\_ and/or

material of the following type and amount 99.6 tons of SB2 rock

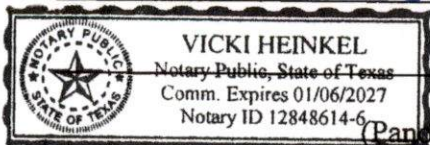
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number #1631, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

Billy Alexander Commissioner, Precinct# 1

Sworn and subscribed to this 17th day of July, 20 23.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027



(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 20 23.

County Judge Rodger S. McFane



<b>BLAZER SERVICES LLC</b>		<b>JOB #</b>	903-693-2365	
1537 NE LOOP, CARTHAGE, TX 75633				
Charge to	Diversify		Date	7/6/2023
Job Hauled To	CR 1631		Miles	
Pit Hauled From	2402		Truck No.	
Trucker	Panola County		Yrds	
Cubic Yards	X	=	0	Tons 24.7
	Fill Dirt	Pea Gravel	0	3 X 5 0
	Clay	SB2	xxx	Top Soil 0
	Sand	3" BASE	0	Rip Rap 0
	Iron Ore	Cr Concrete	0	BALLAST 0
	Checker		Adam	

<b>BLAZER SERVICES LLC</b>		<b>JOB #</b>	903-693-2365	
1537 NE LOOP, CARTHAGE, TX 75633				
Charge to	Diverify		Date	7/6/2023
Job Hauled To	CR 1631		Miles	
Pit Hauled From	2402		Truck No.	
Trucker	Panola County		Yrds	
Cubic Yards	X	=	0	Tons 24.7
	Fill Dirt X	Pea Gravel	0	3 X 5 0
	Clay	SB2	xxx	Top Soil 0
	Sand	3" BASE	0	Rip Rap 0
	Iron Ore	Cr Concrete	0	BALLAST 0
	Checker		Adam	

<b>BLAZER SERVICES LLC</b>		<b>JOB #</b>	903-693-2365	
1537 NE LOOP, CARTHAGE, TX 75633				
Charge to	Diverify		Date	7/6/2023
Job Hauled To	CR 1631		Miles	
Pit Hauled From	2402		Truck No.	
Trucker	Panola County		Yrds	
Cubic Yards	X	=	0	Tons 24.7
	Fill Dirt X	Pea Gravel	0	3 X 5 0
	Clay	SB2	0	Top Soil 0
	Sand	3" BASE	0	Rip Rap 0
	Iron Ore	Cr Concrete	0	BALLAST 0
	Checker		Adam	

**BLAZER SERVICES LLC** JOB #  903-693-2365  
 1537 NE LOOP, CARTHAGE, TX 75633  
 Charge to Diversify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 24.8  

Fill Dirt		Pea Gravel	0	3 X 5	0
Clay	0	SB2	xxx	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Hours \_\_\_\_\_  
 Checker Adam

**BLAZER SERVICES LLC** JOB #  903-693-2365  
 1537 NE LOOP, CARTHAGE, TX 75633  
 Charge to Diverify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 24.8  

Fill Dirt	X	Pea Gravel	0	3 X 5	0
Clay	0	SB2	xxx	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Hours \_\_\_\_\_  
 Checker Adam

**BLAZER SERVICES LLC** JOB #  903-693-2365  
 1537 NE LOOP, CARTHAGE, TX 75633  
 Charge to Diverify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 24.8  

Fill Dirt	X	Pea Gravel	0	3 X 5	0
Clay	0	SB2	0	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Hours \_\_\_\_\_  
 Checker Adam

**BLAZER SERVICES LLC** JOB #  903-693-2365  
**1537 NE LOOP, CARTHAGE, TX 75633**

Charge to Diversify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 25.1  

Fill Dirt		Pea Gravel	0	3 X 5	0
Clay	0	SB2	xxx	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Checker Adam

**BLAZER SERVICES LLC** JOB #  903-693-2365  
**1537 NE LOOP, CARTHAGE, TX 75633**

Charge to Diversify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 25.1  

Fill Dirt	X	Pea Gravel	0	3 X 5	0
Clay	0	SB2	xxx	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Checker Adam

**BLAZER SERVICES LLC** JOB #  903-693-2365  
**1537 NE LOOP, CARTHAGE, TX 75633**

Charge to Diversify Date 7/6/2023  
 Job Hauled To CR 1631  
 Pit Hauled From 2402 Miles \_\_\_\_\_  
 Trucker Panola County Truck No. \_\_\_\_\_  
 Cubic Yards X = 0 Yrds Tons 25.1  

Fill Dirt	X	Pea Gravel	0	3 X 5	0
Clay	0	SB2	0	Top Soil	0
Sand	0	3" BASE	0	Rip Rap	0
Iron Ore	0	Cr Concrete	0	BALLAST	0

Checker Adam

<b>BLAZER SERVICES LLC</b>		<b>JOB #</b> _____	<b>903-693-2365</b>																								
1537 NE LOOP, CARTHAGE, TX 75633																											
Charge to	<u>Diversify</u>	Date	<u>7/6/2023</u>																								
Job Hauled To	<u>CR 1631</u>	Miles	_____																								
Pit Hauled From	<u>2402</u>	Truck No.	_____																								
Trucker	<u>Panola County</u>	Cubic Yards	<u>X = 0</u> Yrds																								
		Tons	<u>25</u>																								
		Hours	_____																								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fill Dirt</td> <td></td> <td>Pea Gravel</td> <td>0</td> <td>3 X 5</td> <td>0</td> </tr> <tr> <td>Clay</td> <td>0</td> <td>SB2</td> <td>xxx</td> <td>Top Soil</td> <td>0</td> </tr> <tr> <td>Sand</td> <td>0</td> <td>3" BASE</td> <td>0</td> <td>Rip Rap</td> <td>0</td> </tr> <tr> <td>Iron Ore</td> <td>0</td> <td>Cr Concrete</td> <td>0</td> <td>BALLAST</td> <td>0</td> </tr> </table>	Fill Dirt		Pea Gravel	0	3 X 5	0	Clay	0	SB2	xxx	Top Soil	0	Sand	0	3" BASE	0	Rip Rap	0	Iron Ore	0	Cr Concrete	0	BALLAST	0		
Fill Dirt		Pea Gravel	0	3 X 5	0																						
Clay	0	SB2	xxx	Top Soil	0																						
Sand	0	3" BASE	0	Rip Rap	0																						
Iron Ore	0	Cr Concrete	0	BALLAST	0																						
		Checker	<u>Adam</u>																								

<b>BLAZER SERVICES LLC</b>		<b>JOB #</b> _____	<b>903-693-2365</b>																								
1537 NE LOOP, CARTHAGE, TX 75633																											
Charge to	<u>Diverify</u>	Date	<u>7/6/2023</u>																								
Job Hauled To	<u>CR 1631</u>	Miles	_____																								
Pit Hauled From	<u>2402</u>	Truck No.	_____																								
Trucker	<u>Panola County</u>	Cubic Yards	<u>X = 0</u> Yrds																								
		Tons	<u>25</u>																								
		Hours	_____																								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fill Dirt</td> <td>X</td> <td>Pea Gravel</td> <td>0</td> <td>3 X 5</td> <td>0</td> </tr> <tr> <td>Clay</td> <td>0</td> <td>SB2</td> <td>xxx</td> <td>Top Soil</td> <td>0</td> </tr> <tr> <td>Sand</td> <td>0</td> <td>3" BASE</td> <td>0</td> <td>Rip Rap</td> <td>0</td> </tr> <tr> <td>Iron Ore</td> <td>0</td> <td>Cr Concrete</td> <td>0</td> <td>BALLAST</td> <td>0</td> </tr> </table>	Fill Dirt	X	Pea Gravel	0	3 X 5	0	Clay	0	SB2	xxx	Top Soil	0	Sand	0	3" BASE	0	Rip Rap	0	Iron Ore	0	Cr Concrete	0	BALLAST	0		
Fill Dirt	X	Pea Gravel	0	3 X 5	0																						
Clay	0	SB2	xxx	Top Soil	0																						
Sand	0	3" BASE	0	Rip Rap	0																						
Iron Ore	0	Cr Concrete	0	BALLAST	0																						
		Checker	<u>Adam</u>																								

<b>BLAZER SERVICES LLC</b>		<b>JOB #</b> _____	<b>903-693-2365</b>																								
1537 NE LOOP, CARTHAGE, TX 75633																											
Charge to	<u>Diverify</u>	Date	<u>7/6/2023</u>																								
Job Hauled To	<u>CR 1631</u>	Miles	_____																								
Pit Hauled From	<u>2402</u>	Truck No.	_____																								
Trucker	<u>Panola County</u>	Cubic Yards	<u>X = 0</u> Yrds																								
		Tons	<u>25</u>																								
		Hours	_____																								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fill Dirt</td> <td>X</td> <td>Pea Gravel</td> <td>0</td> <td>3 X 5</td> <td>0</td> </tr> <tr> <td>Clay</td> <td>0</td> <td>SB2</td> <td>xxx</td> <td>Top Soil</td> <td>0</td> </tr> <tr> <td>Sand</td> <td>0</td> <td>3" BASE</td> <td>0</td> <td>Rip Rap</td> <td>0</td> </tr> <tr> <td>Iron Ore</td> <td>0</td> <td>Cr Concrete</td> <td>0</td> <td>BALLAST</td> <td>0</td> </tr> </table>	Fill Dirt	X	Pea Gravel	0	3 X 5	0	Clay	0	SB2	xxx	Top Soil	0	Sand	0	3" BASE	0	Rip Rap	0	Iron Ore	0	Cr Concrete	0	BALLAST	0		
Fill Dirt	X	Pea Gravel	0	3 X 5	0																						
Clay	0	SB2	xxx	Top Soil	0																						
Sand	0	3" BASE	0	Rip Rap	0																						
Iron Ore	0	Cr Concrete	0	BALLAST	0																						
		Checker	<u>Adam</u>																								

# Donation

Date July 12, 2023

The undersigned has secured a contribution from Tanos Exploration to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 93,265.00 and/or

material of the following type and amount Materials, Equipment & Labor

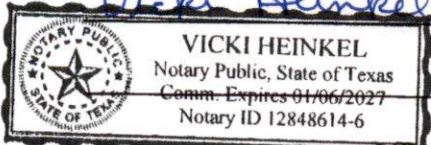
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number #163, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

Billy Alexander Commissioner, Precinct# 1

Sworn and subscribed to this 17th day of July, 20 23.

Vicki Heinkel, Notary Public, State of Texas, My commission expires 1-6-2027



(Panola County Commissioners' Court use only)

This item was accepted / disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 18th day of July, 20 23.

County Judge Rodger B. McNamee



1537 NE LOOP

CARTHAGE, TX 75633  
 Phone 903-693-2365 Fax 903-693-6137

Bill To:

Tanos Exploration  
 821 E. Southeast Loop 323  
 Suite 400  
 Tyler, TX 75701

DATE: 6/19/2023

INVOICE # 4697

FOR:

LOCATION:

Lilly Birch #1H Repair of  
 CR 163

JOB:

P.O. :

ORDERED BY: John Garvey

BILL CODE

WELL #

DATE:

CONTRACT #: 5381

DATE	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
	Furnished labor, equipment and materials to make repairs to the designated part of Lilly Birch #1H County Road 163 as agreed upon by Panola County Commissioner	1.00	LS	\$ 93,265.00	\$ 93,265.00
<b>TOTAL</b>					<b>\$ 93,265.00</b>

Remit to:  
 BLAZER SERVICES LLC  
 1537 NE LOOP  
 CARTHAGE, TX 75633

by ACH: ROUTING # 113122655  
 ACCOUNT # 220447951

THANK YOU FOR YOUR BUSINESS!





# Fund Balance Report

As Of 06/30/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - GENERAL	21,794,907.82	20,427,176.82	8,695,119.80	33,526,964.84
130 - LAW LIBRARY	94,461.14	9,658.00	4,787.05	99,332.09
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	166.92	3.74	0.00	170.66
150 - COURTHOUSE SECURITY	250,031.38	18,174.67	187.47	268,018.58
160 - RECORDS MANAGEMENT	31,371.79	1,080.94	4.32	32,448.41
162 - COUNTY & DISTRICT COURT T	7,912.51	336.19	0.00	8,248.70
165 - COURT RECORD PRESERVATION	15,786.44	434.40	0.00	16,220.84
166 - DISTRICT COURT RECORDS TECHNOLOGY	23,939.21	691.36	0.00	24,630.57
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	18,959.92	5,398.64	0.00	24,358.56
170 - COUNTY CLERK RECORDS PRES	633,108.03	55,261.30	98,062.60	590,306.73
175 - ARCHIVE FEES	465,843.26	52,088.96	0.00	517,932.22
180 - JUSTICE COURT TECHNOLOGY	106,252.71	5,477.16	322.68	111,407.19
190 - V.I.T. INTEREST	2,439.86	49.28	39.22	2,449.92
195 - ELECTION SERVICES CONTRAC	25,872.48	6,399.21	0.00	32,271.69
200 - ROAD & BRIDGE	8,665,859.39	8,599,813.41	3,750,042.47	13,515,630.33
252 - PANOLA COUNTY AUCTION PROCEEDS	187.55	3.73	0.00	191.28
300 - FM & LATERAL	2,316,629.24	692,465.11	246,741.99	2,762,352.36
410 - SUPERVISION	39,324.32	260,960.98	270,829.76	29,455.54
420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES	6,415.75	46,424.00	38,179.84	14,659.91
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	31,217.95	2,806.29	0.00	34,024.24
520 - PANOLA JUVENILE PROBATION	52,664.63	17,329.13	0.00	69,993.76
530 - JUVENILE TITLE IV-E	137,649.40	4,410.94	0.00	142,060.34
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	154,940.00	82,013.44	76,160.48
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	138,568.24	430,920.90
700 - HOT CHECK FEE	37,625.63	545.00	0.00	38,170.63
720 - PRETRIAL INTERVENTION PROGRAM FUND	22,570.78	4,744.11	0.00	27,314.89
800 - SHERIFF'S STATE FORFEITUR	37,464.17	812.45	12,000.00	26,276.62
810 - JAIL COMMISSARY FUND	39,866.13	7,821.89	493.35	47,194.67
813 - AMERICAN RESCUE PLAN FUND	181,766.03	3,244,821.50	992,133.26	2,434,454.27
820 - D A FORFEITURE	40,682.80	1,194.68	0.00	41,877.48
830 - STATE APPORTIONMENT - DA	1,407.51	18,635.00	0.00	20,042.51
835 - STATE LONGEVITY PAY SUPPL	332.45	7.46	0.00	339.91
840 - CONST.PCT.2 STATE FORFEIT	1,073.99	24.07	0.00	1,098.06
842 - CONST.PCT.1 STATE FORFEIT	200.73	4.51	0.00	205.24
860 - SHERIFF FEDERAL FORFEITUR	8,120.77	182.05	0.00	8,302.82
862 - CDA FEDERAL FORFEITURE	60,772.52	1,362.40	0.00	62,134.92
866 - CONSTABLE PCT 2&3 FEDERAL	328.32	7.36	0.00	335.68
881 - CHILD PROTECTIVE SERVICES	146,922.10	39,815.93	17,855.00	168,883.03
882 - OPIOID SETTLEMENT FUND	0.00	25,701.43	0.00	25,701.43
883 - HEALTH FUND	3,925,895.74	109,972.61	7,528.71	4,028,339.64
885 - AIRPORT	488,426.09	94,865.12	199,602.51	383,688.70
920 - ROAD BOND 1971	304,613.01	5,866.76	0.00	310,479.77
940 - PERMANENT IMPROVEMENT	239,370.28	4,577.74	0.00	243,948.02
950 - JAIL IMPROVEMENT FUND	477.22	10.70	0.00	487.92
968 - PANOLA COUNTY RETIREE HEA	37,319,360.22	1,097,856.61	838,009.64	37,579,207.19
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0.04	0.00	0.00	0.04
<b>Report Total:</b>	<b>77,968,401.50</b>	<b>35,246,600.07</b>	<b>15,434,966.93</b>	<b>97,780,034.64</b>

THIS IS AN UNAUDITED REPORT

SIGNED:



Panola County, Texas

# Treasurers Report Summary

Date Range: 06/01/2023 - 06/30/2023

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
100 - GENERAL	2,200,861.58	348,245.43	1,486,439.26	-500,000.00	-121,034.75	1,683,702.50	1,683,702.50	0.00
110 - CREDIT CARD CLEARING FUND	15,867.68	55.47	0.00	0.00	4,288.39	11,634.76	11,634.76	0.00
112 - JP CREDIT CARD CLEARING	16,014.83	66.03	0.00	0.00	15,900.83	180.03	180.03	0.00
130 - LAW LIBRARY	44,856.00	1,433.50	957.41	0.00	0.00	45,332.09	45,332.09	0.00
140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND	170.04	0.62	0.00	0.00	0.00	170.66	170.66	0.00
150 - COURTHOUSE SECURITY	78,590.86	2,490.21	62.49	0.00	0.00	81,018.58	81,018.58	0.00
160 - RECORDS MANAGEMENT	26,255.46	194.39	1.44	0.00	0.00	26,448.41	26,448.41	0.00
162 - COUNTY & DISTRICT COURT T	8,202.07	46.63	0.00	0.00	0.00	8,248.70	8,248.70	0.00
165 - COURT RECORD PRESERVATION	16,120.90	99.94	0.00	0.00	0.00	16,220.84	16,220.84	0.00
166 - DISTRICT COURT RECORDS TECHNOLOGY	24,455.31	175.26	0.00	0.00	0.00	24,630.57	24,630.57	0.00
168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION	23,472.91	885.65	0.00	0.00	0.00	24,358.56	24,358.56	0.00
170 - COUNTY CLERK RECORDS PRES	178,687.47	8,619.26	0.00	0.00	0.00	187,306.73	187,306.73	0.00
175 - ARCHIVE FEES	456,675.19	8,257.03	0.00	0.00	0.00	464,932.22	464,932.22	0.00
180 - JUSTICE COURT TECHNOLOGY	47,144.98	472.20	209.99	0.00	0.00	47,407.19	47,407.19	0.00
190 - V.I.T. INTEREST	2,441.29	8.88	0.25	0.00	0.00	2,449.92	2,449.92	0.00
195 - ELECTION SERVICES CONTRAC	32,154.66	117.03	0.00	0.00	0.00	32,271.69	32,271.69	0.00
200 - ROAD & BRIDGE	1,289,416.42	203,321.14	864,212.40	-700,000.00	-65,269.95	1,393,795.11	1,393,795.11	0.00
252 - PANOLA COUNTY AUCTION PROCEEDS	190.59	0.69	0.00	0.00	0.00	191.28	191.28	0.00
300 - FM & LATERAL	254,912.45	17,485.30	32,047.39	0.00	-5,258.89	245,609.25	245,609.25	0.00
410 - SUPERVISION	23,629.33	26,994.96	19,986.79	0.00	1,110.24	29,527.26	29,527.26	0.00
481 - PANOLA COUNTY CSCD ADULT DRUG COURT	33,737.58	286.66	0.00	0.00	0.00	34,024.24	34,024.24	0.00
520 - PANOLA JUVENILE PROBATION	36,014.47	3,979.29	0.00	0.00	0.00	39,993.76	39,993.76	0.00
530 - JUVENILE TITLE IV-E	40,749.59	1,310.75	0.00	0.00	0.00	42,060.34	42,060.34	0.00
540 - TJPC/ C.C.A.P. FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM	1,341.06	0.00	0.00	0.00	0.00	1,341.06	1,341.06	0.00
555 - PRE & POST ADJUDICATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
560 - TJPC/A/183(REGULAR)	85,771.62	0.00	9,611.14	0.00	-3,000.00	79,160.48	79,160.48	0.00
572 - PROBATION PAYROLL FUND	448.36	0.00	0.00	0.00	-31.42	479.78	479.78	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	0.00	0.00	0.00	0.00
585 - LOCAL MATCH FUNDING/ CALE	244,333.49	0.00	11,048.67	0.00	2,305.96	230,978.86	230,978.86	0.00
700 - HOT-CHECK FEE	16,825.63	345.00	0.00	0.00	0.00	17,170.63	17,170.63	0.00
720 - PRETRIAL INTERVENTION PROGRAM FUND	26,615.84	699.05	0.00	0.00	0.00	27,314.89	27,314.89	0.00
800 - SHERIFF'S STATE FORFEITUR	3,195.44	81.18	0.00	0.00	0.00	3,276.62	3,276.62	0.00
810 - JAIL COMMISSARY FUND	46,007.79	1,186.88	0.00	0.00	0.00	47,194.67	47,194.67	0.00
812 - CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
813 - AMERICAN RESCUE PLAN FUND	2,513,861.54	9,104.73	88,512.00	0.00	-88,512.00	2,522,966.27	2,522,966.27	0.00



Treasurers Report

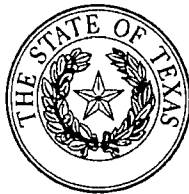
Date Range: 06/01/2023 - 06/30/2023

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
815 - HOMELAND SECURITY GRANT F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
820 - D A FORFEITURE	37,693.92	183.56	0.00	0.00	0.00	37,877.48	37,877.48	0.00
830 - STATE APPORTIONMENT - DA	19,969.83	72.68	0.00	0.00	0.00	20,042.51	20,042.51	0.00
835 - STATE LONGEVITY PAY SUPPL	338.68	1.23	0.00	0.00	0.00	339.91	339.91	0.00
840 - CONST.PCT.2 STATE FORFEIT	1,094.08	3.98	0.00	0.00	0.00	1,098.06	1,098.06	0.00
842 - CONST.PCT.1 STATE FORFEIT	204.49	0.75	0.00	0.00	0.00	205.24	205.24	0.00
860 - SHERIFF FEDERAL FORFEITUR	8,272.71	30.11	0.00	0.00	0.00	8,302.82	8,302.82	0.00
862 - CDA FEDERAL FORFEITURE	61,909.60	225.32	0.00	0.00	0.00	62,134.92	62,134.92	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	334.46	1.22	0.00	0.00	0.00	335.68	335.68	0.00
881 - CHILD PROTECTIVE SERVICES	66,722.55	2,245.48	1,085.00	0.00	0.00	67,883.03	67,883.03	0.00
883 - HEALTH FUND	471,124.74	15,620.93	1,406.03	0.00	0.00	485,339.64	485,339.64	0.00
885 - AIRPORT	277,178.98	23,868.89	45,196.17	0.00	-5,420.32	261,272.02	261,272.02	0.00
920 - ROAD BOND 1971	71,292.87	1,186.90	0.00	0.00	0.00	72,479.77	72,479.77	0.00
940 - PERMANENT IMPROVEMENT	51,066.59	881.43	0.00	0.00	0.00	51,948.02	51,948.02	0.00
950 - JAIL IMPROVEMENT FUND	486.15	1.77	0.00	0.00	0.00	487.92	487.92	0.00
968 - PANOLA COUNTY RETIREE HEA	2,006,469.88	220,666.39	0.00	0.00	140,653.24	2,086,483.03	2,086,483.03	0.00
972 - PAYROLL FUND	23,488.15	0.00	0.00	0.00	-335.10	23,823.25	23,823.25	0.00
974 - CHILD SUPPORT PAYMENTS/EXPERTPAY	0.04	0.00	0.00	0.00	0.00	0.04	0.04	0.00
980 - CRIMINAL JUSTICE	34,799.47	0.00	0.00	0.00	-15,162.84	49,962.31	49,962.31	0.00
981 - CRIMINAL JUSTICE CIVIL	6,058.13	0.00	0.00	0.00	-3,037.44	9,095.57	9,095.57	0.00
982 - APPELLATE JUDICIAL FEES	1,002.78	0.00	0.00	0.00	-264.50	1,267.28	1,267.28	0.00
<b>Report Total:</b>	<b>10,928,530.53</b>	<b>900,953.80</b>	<b>2,560,776.43</b>	<b>-1,200,000.00</b>	<b>-143,068.55</b>	<b>10,611,776.45</b>	<b>10,611,776.45</b>	<b>0.00</b>

*Jan W. Reed*

7-10-2023

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  
AT 10:20 O'CLOCK A M

JUL 24 2023

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

Statement

I, Abagayle Standard, 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: Part-Time Panola County Tax Office Deputy Clerk

Execution

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

Date: 6-27-23

  
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 RECORD  
FILED IN MY OFFICE

AT 10:20 O'CLOCK A M

JUL 24 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, Abagyle Standard, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Part-Time Panola County Tax Office Deputy Clerk 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.

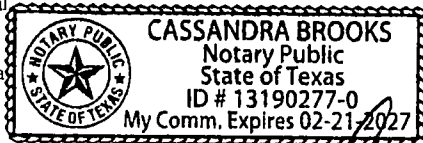
Abagyle Standard  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas  
County of Panola

Sworn to and subscribed before me on this 27<sup>th</sup> day of June, 2023

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



Cassandra Brooks

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

Cassandra Brooks  
Printed or Typed Name

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

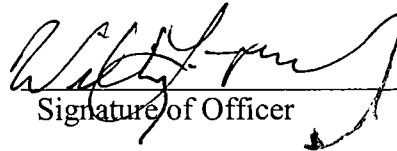
This space reserved for office use  
FILED FOR RECORD  
IN MY OFFICE

AT 10:20 O'CLOCK A M

JUL 24 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, William Magness, 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 25<sup>th</sup> day of May, 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

R.C. Clinton

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 10:20 O'CLOCK A M

JUL 24 2023

STATEMENT OF OFFICER

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

Statement

I, William Magness, 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: 5/25/23

William Magness  
Signature of Officer



<b>"Subscriber" Name: Panola County District Attorney's Office, TX</b>
<b>Account Number: 100008MAT</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**1. Subscription Agreement**

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification**

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>2</b>
---	----------

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>2</b>
---------------------------------------	----------

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis+ Product and Charges**

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The Term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
TX Briefs, Pleadings & Motions	1011575	2
TX Legislative Bill History	1011329	2
Criminal Law Library	1010626	2
TX Practice Library	10115857	2
Prosecutor Premium Library	1011969	2
Core Public Records with Smartlinx Person, Business and Location Reports	1004801	2
Lexis+™ Practical Guidance - State & Local Government	1534660	2
Context Litigation Analytics for SLG	1530950	2
TX Enhanced with Full Federal	1011587	2

- 3.5. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
07/01/2023-06/30/2024	\$439
07/01/2024-06/30/2025	\$461
07/01/2025-06/30/2026	\$485

- 3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here RYM  
(Initial)

- 3.7. Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 06/30/2023.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]





LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER VERSION-AAR)

AGREED TO AND ACCEPTED BY:

Subscriber: Panola County District Attorney's Office, Tx
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: <i>Rodger G. McLane</i>
Printed Name: Rodger G. McLane
Job Title: County Judge
Date: July 10, 2023

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: <i>Mark Eikenberry</i>	Digitally signed by
Name: Mark	Mark Eikenberry
Job Title: Eikenberry	Date: 2023.07.19
Date: 08:36:38 -04'00'	



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Panola County District Attorney's Office, Tx
Billing Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
Physical Address <span style="float: right;">Invoice Address</span>	
Street Address:	SAME/ ON FILE 108 S. Sycamore Rd. SAME/ ON FILE
City:	Carthage
State:	TX
Zip:	75633
County:	Panola
Telephone:	903-693-0310
Fax:	
Parent Company: (if applicable)	

**Type of Organization:**

Legislative  Judicial  Executive

Professional User: 2 Practicing Area of Law: N/A  
 Support Staff: 6 Employer Identification Number: N/A  
 Bar No: N/A Issuing State: N/A  
 Date Issued/Expiration Date: N/A Organization Web Address: N/A

Tax Exempt:  Yes (attach Sales Tax Exemption Certificate) MSA:  Yes  No  
 No

Tax ID No: State Contract No:  
(If applicable)  
PO No:  
(If applicable)

**Contacts:**

	Name	Telephone	Email
Installation:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us
Billing:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us
Policy/Legal Notification:	Joey Fenlaw	903-693-0310	jfenlaw@co.panola.tx.us
Scheduling/Training:	Joey Fenlaw	903-693-0310	jfenlaw@co.panola.tx.us





# County of Panola

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

**County Judge**  
Rodger G. McLane

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

July 13, 2023

Dear Commissioners,

I am writing you today in reference to two cases from my private practice.

Insomuch. I am asking the Court to allow me to file and finalize a muniment of title in The Estate of Joy Murphy, Deceased, and a Small Estate Affidavit in the Estate of Kelly Elliott, Deceased, and waive any conflict raised by my practicing in front of Judge McPherson.

I have known the families of both decedents all my life and would appreciate the opportunity to help them finalize their loved ones business affairs.

I do not see any conflict in this matter as it is an uncontested probate that requires filings based on a statutory timeline. My position here at the Courthouse will not be adversely affected by this work as it can all be done outside of normal office hours. My staff at my private office will handle the matters and submit the work to me for approval.

With that, I ask that I be allowed to handle the following client's cases.


County Court at Law

*In The Estate of Kelly Elliott, Deceased; and*

*In The Estate of Joy Murphy, Deceased.*

Should the Court have any questions, please do not hesitate to contact me. I appreciate your help and guidance on this matter.

Thank you,

  
Rodger McLane

## Fidelity Communications Contract for Service

This contract made this day, July 10, 2023, between the service-providing entity identified for each applicable service as set forth in the below chart (with respect to such service, “Fidelity”) and Panola County Expo (“Customer”) is as follows:

Fidelity agrees to install the following service(s):

Service	Contract Term (months) <i>commencing on service start date</i>	Quantity	Total Monthly Recurring Charges	Non-Recurring Charges	Fidelity Service-Providing Entity
Dedicated High Speed Internet Access (HSIA) - 10MBPS/10MBPS	36	1	\$107.00		CoBridge Broadband, LLC d/b/a Fidelity Communications

- This contract is effective on the date hereof and remains in effect with respect to each applicable service for the minimum contract term as shown above, commencing upon following installation of the services, and thereafter until terminated.
- Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established by Fidelity and stated above. Customer further agrees to the rules and regulations set forth in this contract and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder. If a conflict between this contract for service and the tariff occurs, that tariff will govern in all instances.
- In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay Fidelity either the costs incurred by Fidelity in connection with the engineering, manufacturing, or installing of said equipment, facilities or services as set forth in the tariffs of Fidelity or this agreement, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of Fidelity or this agreement, plus the full amount of any termination charges applicable. Such charges shall be billed by Fidelity to customer and shall be paid within 90 days of receipt thereof.
- The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns, and successors in interest.
- 30-Day Satisfaction Guarantee.** In the event Customer is dissatisfied due to lack of performance of the Service during the first thirty (30) days following installation, Customer may terminate such service for convenience upon notice to Fidelity and return of all equipment within such thirty (30) day period, without further liability or obligation (including without limitation any early termination fee, activation charge or other non-recurring charge), subject only to payment of all monthly recurring charges for Services rendered through the effective date of termination, and all applicable charges for lost or damaged equipment.

**Customer Name:** Panola County Expo

---

**Customer Service Address:** 102 Ballpark Rd, Carthage, TX 75633

---

**Customer Billing Address:** 110 S Sycamore Room 218-A, Carthage, TX 75633

---

**Customer Requested Install Date:**

---

Service Request Acknowledged for  
Each Service-Providing Entity

Service Requested for  
Named Above Aforementioned Customer

By:   
Barbara Ryans (Jul 11, 2023 15:33 CDT)

Name: Barbara Ryans

Title: Sr. Account Executive

Date: Jul 11, 2023

Signature:   
Rodger G. McLane (Jul 11, 2023 14:56 CDT)

Name: Rodger G. McLane

Title: County Judge

Date: Jul 11, 2023

# TERMS AND CONDITIONS FOR SERVICE

OPPORTUNITY ID # 57103

## 1. Payment

- a) Nonrecurring charges, including any agreed upon installation or construction costs, will be invoiced on the first billing cycle. Recurring charges shall be due within thirty (30) days of the date of the invoice; billing shall commence upon installation. Any amount not received by the due date shown on invoicing will be subject to Fidelity's standard late charge of \$9.50 per month.
- b) Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state, and Federal Taxes or charges, imposed on or based upon the provision, sales or use of the Services provided. Taxes will be separately stated on Customer's invoice.
- c) Fidelity reserves the right to modify the services and rates set forth herein. In the event any such modification has a materially adverse impact upon Customer, and Fidelity does not effect revisions that remedy such impact within 30 days after written notice from Customer, then Customer may, as its sole remedy, terminate the affected service(s) without any early termination liability provided that Customer serves a written notice of termination on Fidelity not more than 90 days following the date Fidelity implemented the modification.
- d) To dispute a charge on an invoice, Customer must, within thirty (30) days after the date of the invoice, provide to Fidelity a full written explanation of the basis for the dispute. Charges not disputed within such thirty (30) day period shall be deemed conclusively correct and binding upon Customer. Notwithstanding the foregoing, Customer shall not withhold payment of a charge subject to a good faith dispute unless: (a) Customer submits the billing dispute within thirty (30) days after the date of the invoice; (b) Customer timely pays the undisputed portion of all charges; and (c) Customer cooperates with Fidelity's efforts to investigate and resolve the dispute. If Fidelity determines a disputed charge was billed in error, Fidelity shall issue a credit to reverse the amount incorrectly billed. If Fidelity determines a disputed charge was billed correctly, payment shall be due from Customer upon the earlier of the due date of Customer's next invoice from Fidelity or within five (5) days after Fidelity advises Customer such disputed amounts are correct and valid.

## 2. Use

Customer may use the Service for any lawful purpose for which it is intended, provided that Customer will not use the Service so as to interfere with or impair service or over any of the facilities and associated equipment comprising the Fidelity fiber optic cable network and associated equipment, or to impair the privacy of any communications over the fiber optic facilities and associated equipment of Fidelity. Customer agrees to abide by Fidelity's Acceptable Use Policy as updated

from time to time, a copy of which is available at <http://www.fidelitycommunications.com/legal/aup>.

Customer is expressly prohibited from any resale or subdistribution of the Service(s), in whole or in part, to any third party. Such prohibition includes without limitation granting any third access to the Services, or using the Services to provide other services similar to or in competition with Fidelity.

## 3. Service Date: Term

- a) Fidelity shall use reasonable effort to make Services available by estimated service date. Fidelity shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, and delays in actual construction work. If Customer is not ready to accept Fidelity's Services 30 days after the specified service date, Fidelity shall commence billing.
- b) After the term of this contract, if Customer has not given Fidelity 90 day's prior written notice of intent to disconnect, the Contract will be renewed on a month-to-month basis, and Customer or Fidelity may then disconnect upon 30 days written notice.

## 4. Customer Responsibilities

- a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Fidelity authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Fidelity. Fidelity shall also have the right to obtain access to its cable installed in Customer-provided conduit (if necessary) at any splice or junction box.
- b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power - Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Fidelity. The space, conduit, and power must be made available to Fidelity on a timely basis. Customer shall be responsible for ensuring that the equipment space and associated facilities, conduit and right of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty and the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
- c) Government Authorizations - Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit

# TERMS AND CONDITIONS FOR SERVICE

OPPORTUNITY ID # 57103

Customer to receive Service and comply with its obligations under this contract.

## 5. Equipment

- a) Title – Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Fidelity hereunder shall, at all times, remain exclusive with Fidelity. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Fidelity shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.
- b) Maintenance – Fidelity shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for Fidelity maintenance services. However, Fidelity shall have no responsibility for the maintenance and repair of facilities and equipment, which it does not furnish, and Fidelity may assess Customer its standard charge for false call outs.

## 6. Default

If customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fail to comply with any material provision of this contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, the Fidelity, at its sole option, may elect to pursue one or more of the following courses of action: either 1) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly and other charges thereunder or hereunder shall become immediately due and payable, 2) take appropriate action to enforce payment, including suspension of all or any part of the Service and/or 3) pursue any other remedies as may be provided at law or in equity.

## 7. Limitations of Liability

- a) Liability for Service Interruptions – To the extent that any party or portions of the Service is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, Fidelity and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as noted in the Dedicated Service Level Agreement. The Service is provided on an "as is", "as available" basis, without any representation or warranty whatsoever including but not limited to

those of merchantability or fitness for a particular purpose.

- b) Liability for Damages to Property – Fidelity shall not be liable for any damage whatsoever to Property at any Customer premises resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Fidelity's willful misconduct or gross negligence.
- c) Liability for Service and Equipment Not Provided by Fidelity – Fidelity shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for an act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.
- d) Liability of Force Majeure Events – Fidelity shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cuts, denial of service attack, governmental order, riot, insurrection, strike, lockout, condemnation, or loss of rights-of-way.
- e) Liability for Negligence or Fault of Customer – Fidelity shall not be liable for any interruptions or damages due to the fault of negligence of Customer or due to failure or malfunction of Customer-provided equipment or facilities.
- f) Liability Regarding Governmental Authorization – Fidelity shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Fidelity shall be entitled to take, and shall have not liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Fidelity as part of such compliance.
- g) No Special Damages; Overall Cap on Liability – In no event shall Fidelity be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Fidelity's liability under any circumstances is limited to the current month's service charge.
- h) Fraudulent Use of Services - Customer is responsible for all Service charges, even if incurred as the result of fraudulent or unauthorized use of Service, except Customer shall not be responsible for fraudulent or unauthorized use by Fidelity or its employees. In the event Fidelity discovers fraudulent or unauthorized use of Service being made (or reasonably believes such use is being made), Fidelity may take any action that Fidelity reasonably deems necessary to prevent such fraudulent or unauthorized use of Service, including



# TERMS AND CONDITIONS FOR SERVICE

OPPORTUNITY ID # 57103

without limitation, denying Services to particular telephone numbers or terminating Services to or from specific locations.

## 8. Termination

Fidelity may terminate this Contract without liability and Customers payment obligation will be apportioned if: a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or b) the facilities shall, in Fidelity's judgment, be made inoperable and beyond economically or technologically feasible repair. c) Customer may terminate this Contract in whole or in part only by cancelling all or any portion of the facilities described herein by providing Fidelity thirty (30) day advance written notice of cancellation. In such case, Customer shall pay to Fidelity all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge equal to 100% of the remaining contract term.

## 9. Indemnification

Fidelity and its subsidiaries, affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings expenses, losses, liabilities, or damages (collectively "Claim") arising from the use of Service pursuant to this Contract, including without limitation: a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Service, b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Service, c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with Services made available to Customer under the terms of this Contract. Customer agrees to defend Fidelity against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

## 10. Assignment

Neither party may assign or otherwise transfer this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however: (i) Fidelity may delegate its obligations under this agreement to its affiliates and subcontractors; and (ii) either party may assign this agreement to a successor in interest in connection with its merger, acquisition, corporate reorganization, or sale or transfer of all or substantially all of its business or assets to which this Contract relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect.

## 11. Warranties

There are no agreements, warranties, or representation, expressed or implied whether in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

## 12. Miscellaneous

This contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon parties' respective successors and assigns and constitutes the entire agreement between Fidelity and Customer.

## 13. Regulatory Jurisdiction

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order decision, or tariff of any state or federal agency having regulatory jurisdiction of Fidelity, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

## 14. Jurisdiction

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

## 15. Chronic Outage

As its sole remedy, Customer may elect to terminate a Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service experiences an Outage on three (3) or more separate occasions of more than twelve (12) hours each in any calendar month OR for more than twenty-four (24) hours in the aggregate in any calendar month. An "Outage" exists if the primary port is completely unable to send or receive traffic. An outage is an "Excused Outage" to the extent attributable, in whole or in part, to Customer's or a third party's acts or omissions, scheduled maintenance, a force majeure event or any other event beyond the control of Fidelity. The termination right must be exercised within 30 days of the events giving rise to it.

## 16. Counterparts; Facsimile

This Agreement and any amendment hereto may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile or electronic PDF, which shall have the same effect as an original signature.

TREASURER'S FOURTH QUARTER 2022

FUND	BALANCE 10/1/2022	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/2022
GENERAL	26,547,277.82	946,211.08	5,698,581.08	21,794,907.82
LAW LIBRARY	93,183.67	5,107.11	3,829.64	94,461.14
CTY JUVENILE DELINQUENCY PREVENTION	165.45	1.47	0.00	166.92
COURTHOUSE SECURITY	240,696.17	14,480.79	5,145.58	250,031.38
RECORDS MANAGEMENT	30,865.67	511.31	5.19	31,371.79
COUNTY/DISTRICT COURT TECHNOLOGY FUND	7,754.50	158.01	0.00	7,912.51
COURT RECORD PRESERVATION	15,647.98	138.46	0.00	15,786.44
DISTRICT COURT RECORDS TECHNOLOGY	23,703.61	235.60	0.00	23,939.21
DISTRICT CLERK RECORDS MGT & PRESERVATION	16,719.71	2,240.21	0.00	18,959.92
CO.CLERK RECORDS PRESERVATION	604,384.82	28,723.21	0.00	633,108.03
ARCHIVE FEE	440,990.46	24,852.80	0.00	465,843.26
JUSTICE COURT TECHNOLOGY	99,293.33	6,959.38	0.00	106,252.71
TAX A/C V.I.T. INTEREST	1,062.45	1,608.64	231.23	2,439.86
ELECTION SERVICES CONTRACT FUND	25,645.57	226.91	0.00	25,872.48
ROAD & BRIDGE	10,104,696.18	1,051,910.20	2,490,746.99	8,665,859.39
FM & LATERAL ROAD	2,353,299.51	577,665.41	614,335.68	2,316,629.24
HOT CHECK FEE	39,117.61	153.82	1,645.80	37,625.63
PRETRIAL INTERVENTION	20,376.61	2,194.17	0.00	22,570.78
SHERIFF'S STATE FORFEITURE	39,489.34	377.34	2,402.51	37,464.17
JAIL COMMISSARY FUND	37,177.24	2,688.89	0.00	39,866.13
DA FORFEITURE	41,136.30	358.88	812.38	40,682.80
STATE APPORTIONMENT - DA	7,830.59	43.62	6,466.70	1,407.51
STATE LONGEVITY PAY SUPPLEMENT	329.54	2.91	0.00	332.45
CONST PCT 2 STATE FORFEITURE	1,064.57	9.42	0.00	1,073.99
CONST PCT 1 STATE FORFEITURE	198.97	1.76	0.00	200.73
SHERIFF FEDERAL FORFEITURE	8,049.55	71.22	0.00	8,120.77
CDA FEDERAL FORFEITURE	60,239.51	533.01	0.00	60,772.52
CONSTABLE 2 & 3 FEDERAL	325.44	2.88	0.00	328.32
CHILD PROTECTIVE SERVICES	132,272.04	33,759.56	19,109.50	146,922.10
HEALTH FUND	3,891,756.36	40,285.98	6,146.60	3,925,895.74
AIRPORT	462,529.82	23,716.11	(2,180.16)	488,426.09
ROAD BOND 1971	301,534.03	3,078.98	0.00	304,613.01
PERMANENT IMPROVEMENT	236,932.94	2,437.34	0.00	239,370.28
JAIL IMPROVEMENT	473.03	4.19	0.00	477.22
CREDIT CARD CLEARING ACCOUNT	0.00	75.03	75.03	0.00
JP CREDIT CARD CLEARING ACCOUNT	0.00	91.03	91.03	0.00
PANOLA COUNTY AUCTION PROCEEDS	186.12	1.43	0.00	187.55
COMMUNITY SUPERVISION	71,375.49	88,057.08	109,033.76	50,398.81
DRUG COURT GRANT	31,568.99	718.27	0.00	32,287.26
JUVENILE PROBATION	563,489.53	84,332.22	115,814.90	532,006.85
AMERICAN RESCUE PLAN	3,715,640.18	(3,158,758.22)	375,115.93	181,766.03
EXPERTPAY	0.04	0.00	0.00	0.04
PANOLA COUNTY RETIREE HEALTH	35,405,325.02	2,186,330.52	272,295.32	37,319,360.22
<b>MEMORANDUM TOTAL ONLY</b>	<b>85,673,805.76</b>	<b>1,971,598.03</b>	<b>9,719,704.69</b>	<b>77,925,699.10</b>

BALANCE REPRESENTED BY:

DEMAND DEPOSIT - FIRST STATE BANK & TRUST	9,156,080.16
INVESTMENTS - FIRST STATE BANK & TRUST	72,164,000.00
ADVANCED TAX CD	15,900,593.74
FUEL INVENTORY	44,759.86
PLUS CASH/CHANGE FUND	2,950.00
PLUS INTANGIBLE ROYALTY INTEREST	7,600.00
PLUS RECEIVABLES	12,623,532.08
LESS ACCRUALS & PAYABLES	(31,973,816.74)
<b>FUND BALANCE AS OF DECEMBER 31, 2022</b>	<b>77,925,699.10</b>

We, the undersigned County Judge and Commissioners, in and for Panola County, Texas, hereby certify that we have this date made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this 18th day of July 2023, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas.

Absent  
County Judge

Betty Abner  
Commissioner - Precinct No. 1

Com. M. J. [Signature]  
Commissioner - Precinct No. 3

[Signature]  
Commissioner - Precinct No. 2

[Signature]  
Commissioner - Precinct No. 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 18th day of July 2023.

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

## **TRAVEL POLICY**

Section 152.001 of the Texas Local Government Code grants the Commissioners Court the authority to set travel expenses and other allowances for all county officials and employees. Panola County shall pay for approved travel and training expenses incurred for the purpose of County business, each elected official and employee is responsible to ensure that expenses are reasonable and correct.

The County will allow travel time to be accrued as comp time if traveling after normal working hours of 8:00 a.m. to 5:00 p.m. to the county employee as they will be considered “on the clock” while traveling from Carthage to the destination site and while returning back to Carthage.

### **9.02 REQUEST FOR CONFERENCE ATTENDANCE**

All employees, including elected officials, who are requesting to attend a work-related conference will complete the “Request for Conference Attendance Form” and submit same to the Commissioners Court for Approval before the conference date. Forms are available at the County Auditor’s office.

### **9.03 TRAVEL, LODGING AND MEAL REIMBURSEMENT**

Request for reimbursement and accounting of travel advances will be made on a “Travel Reimbursement Form.” This form is available in the County Auditor’s office. An employee will be reimbursed for reasonable expenses incurred while traveling, provided the employee keeps and submits invoices, receipts, and all other documentation supporting the expenses. Expenses related to parking and tolls can be submitted for reimbursement. No expenses will be reimbursed without proper documentation.

### **9.04 MILEAGE REIMBURSEMENT**

Approved travel in a personal vehicle will be reimbursed at the rate determined by the Internal Revenue Service to and from the Panola County Courthouse to the destination by the most direct route. State mileage figures may be used. Two or more persons traveling to the same location should travel in the same vehicle whenever practical, to control expenses. In all cases travel expenses will be limited to whichever means of travel is least expensive.

## **9.05 AIR TRAVEL**

Travel by air should be at the coach rate and used only when time constraints would preclude driving (this might include the necessity of an overnight stop if driving is used), or when all expenses associated with air travel is not more than 20% more than the total mileage reimbursement, room, and meal requirements necessitated by automobile travel. An employee may elect to use air travel and receive the limits prescribed by the County as partial reimbursement of the total fare. Employees are urged to use the shuttle busses for transportation to and from airports and hotels.

A copy of the ticket charges must accompany requests for reimbursements and prior approval by the County Judge must be obtained to use air travel by completing a "Justification for Air Travel" form available in the County Judge's office.

## **9.06 MEALS, LODGING AND MISCELLANEOUS EXPENSES**

### **Meals and Incidentals:**

The County will reimburse a county employee for meal expenses up to a maximum of \$65.00 (breakfast, lunch and dinner, snacks will not be reimbursed) per day per employee for out of town travel. Receipts shall be attached as verification. Tips and gratuities will be considered as part of the meal reimbursement rate.

The County will not reimburse for any type of alcoholic beverages and entertainment items (movies, video rentals, in-room movies, tickets to entertainment events, etc.), meals incurred within Panola County or same day business related travel.

### **Lodging:**

The County will pay lodging expenses at a single occupancy rate. If possible, Panola County employees are encouraged to book lodging at the hotel at which the conference, seminar or training session is being held. The maximum cost of hotel or motel accommodations that will be paid by the County for any conference/meeting of local governmental entities or events of County officials will not exceed the regular room rate charge, (as negotiated by the hosting association) for the host hotel or for any designated "overflow/alternate" conference hotel(s).

Lodging expenses shall only be allowed for the actual days of the conference unless, due to distance and/or conference schedule, a night before or a night after stay is deemed appropriate and necessary.

Lodging can be reserved and paid by a county credit card provided by the Treasurer's Office.

Items that will be reimbursed on a hotel statement:

- Daily Room Charges (up to the maximum allowed)
- Necessary Hotel Taxes
- Business Phone Calls
- Hotel Parking Fees

#### **9.07 ADVANCES**

Advances should be requested as a last resort and may be approved for up to \$65.00 per day for meals. Request for advances should be made on a "Request for Travel Advance" form available at the County Judge's office, and must be signed by the Department Head and the County Judge. An employee who is advanced travel money will complete the "Travel Reimbursement" form with the required receipts within 5 days after return to the County. An advance greater than the actual cost must be returned to the County within 5 days after return to the County. Any other allowable expense for which receipts are not submitted will not be approved.

## Sharpe Field - cell phone

Rodger McLane <rodger.mclane@co.panola.tx.us>

Mon 7/3/2023 11:08 AM

To: Barry Tate <itadmin@co.panola.tx.us>; Jennifer Stacy <jstacy@co.panola.tx.us>

Cc: Janet Barnett <janet.barnett@co.panola.tx.us>; Vicki Heinkel <vicki.heinkel@co.panola.tx.us>

We need to get Robert a cell phone in his capacity as airport manager.

Barry, he's requested an iphone with at least 32g of memory. I'm fine with that.

Thank you,  
Rodger McLane

APPROVED 07-18-2023  
Rodger G. McLane  
County Judge

*Rodger G. McLane*

**PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE**

       ONLINE

IN PERSON

NAME:           Calahan Malone          

POSITION:           Patrol Sergeant          

DEPARTMENT:           Panola Co. Sheriff's Office          

DATE:           July 13, 2023          

CONFERENCE:           Basic SWAT School          

LOCATION:           Tyler, Texas          

DATES:           August 20, 2023 to August 25, 2023          

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:           6          

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.)

---

---

---

---

---

APPROVED 07-18-2023  
Rodger G. McLane  
County Judge

*Rodger G. McLane*

**PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE**

           ONLINE             IN PERSON

NAME: Hunter Hutto

POSITION: Deputy Sheriff

DEPARTMENT: Panola Co. Sheriff's Office

DATE: July 13, 2023

CONFERENCE: Basic SWAT school

LOCATION: Tyler, Texas

DATES: August 20, 2023 to August 25, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 6

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.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPROVED 07-18-2023  
Rodger G. McLane  
County Judge

*Rodger G. McLane*

**PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE**

           ONLINE             IN PERSON

NAME: Scott Jones

POSITION: Deputy Sheriff

DEPARTMENT: Panola Co. Sheriff's Office

DATE: July 13, 2023

CONFERENCE: Annual Mental Health Conference

LOCATION: Austin, Texas

DATES: October 15, 2023 to October 19, 2023

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_