

PANOLA COUNTY SHERIFF'S OFFICE

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



314 W. Wellington
Carthage, Texas 75633

Sheriff Cutter Clinton

February 9, 2024

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

Dear Judge McLane,

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

Please record the resignation of Jason Gradberg as a Deputy Sheriff for the Panola County Sheriff's Office effective February 23, 2024.

Sincerely,

A handwritten signature in black ink that reads "Cutter Clinton".

Cutter Clinton
Sheriff

CC/lw
CC: Jennifer Stacy
Joni Reed

Honesty, Integrity, Service

NOTICE OF PROPOSE INSTALLATION
PIPE AND / OR UTILITY LINES

DATE February 12 - -2024

TO : THE PANOLA COUNTY COMMISSIONERS COURT

c / o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that :

Eastex Telephone Co-op proposes to place a
(COMPANY NAME)

BORING 3/4 INCH DUCT line within the Right-or-way
(PIPE SIZE)

of County Road 3374 as follows :
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring total length of line in Panola County is 700 FEET.

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

Construction of this line will begin on or after the

12 day of FEBRUARY, 2023

FIRM : EASTEX TELEPHONE CO-OP

BY : Bandy Carl

TITLE : STAKING REPRESENTATIVE

ADDRESS : P. O. BOX 1691

WASKOM, TEXAS 75692

PHONE : (903) 687-3600

APPROVAL

February 27, 2024

TO: Eastex Telephone Co-op
Attn: Brady Cavaliere
P.O. Box 1691
Waskom, TX. 75692

RE: **County Road #3374**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **boring 3/4" duct line** within the right-of-way of **County Road #3374** as shown by accompanying drawings and notice except as noted below.

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

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

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

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

Approved: 
COUNTY JUDGE


COMMISSIONERS:

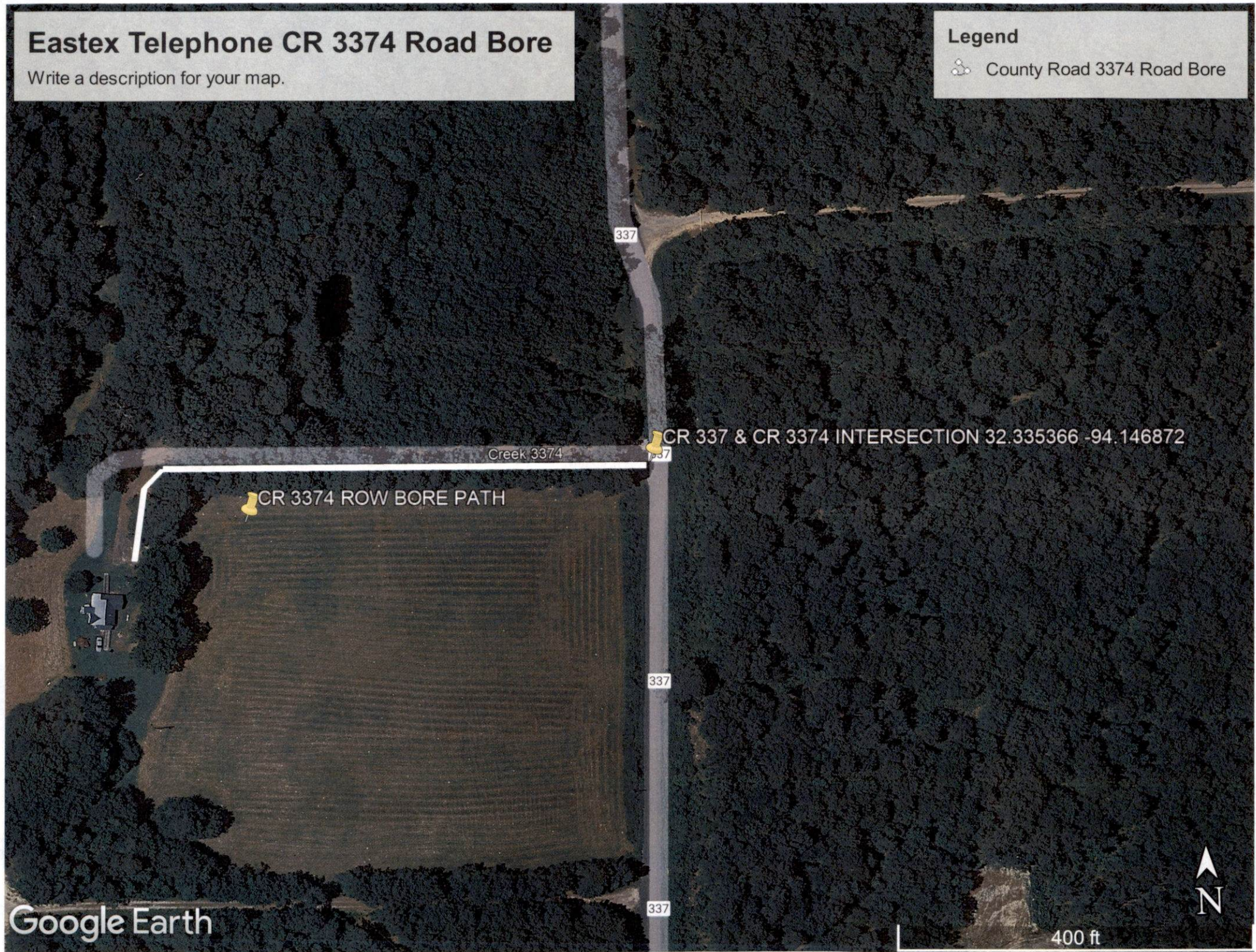
Precinct #1 Billy Alexander
Precinct #2 David A. Cole
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone

Eastex Telephone CR 3374 Road Bore

Write a description for your map.

Legend

 County Road 3374 Road Bore



337

Creek 3374

CR 337 & CR 3374 INTERSECTION 32.335366 -94.146872

CR 3374 ROW BORE PATH

337

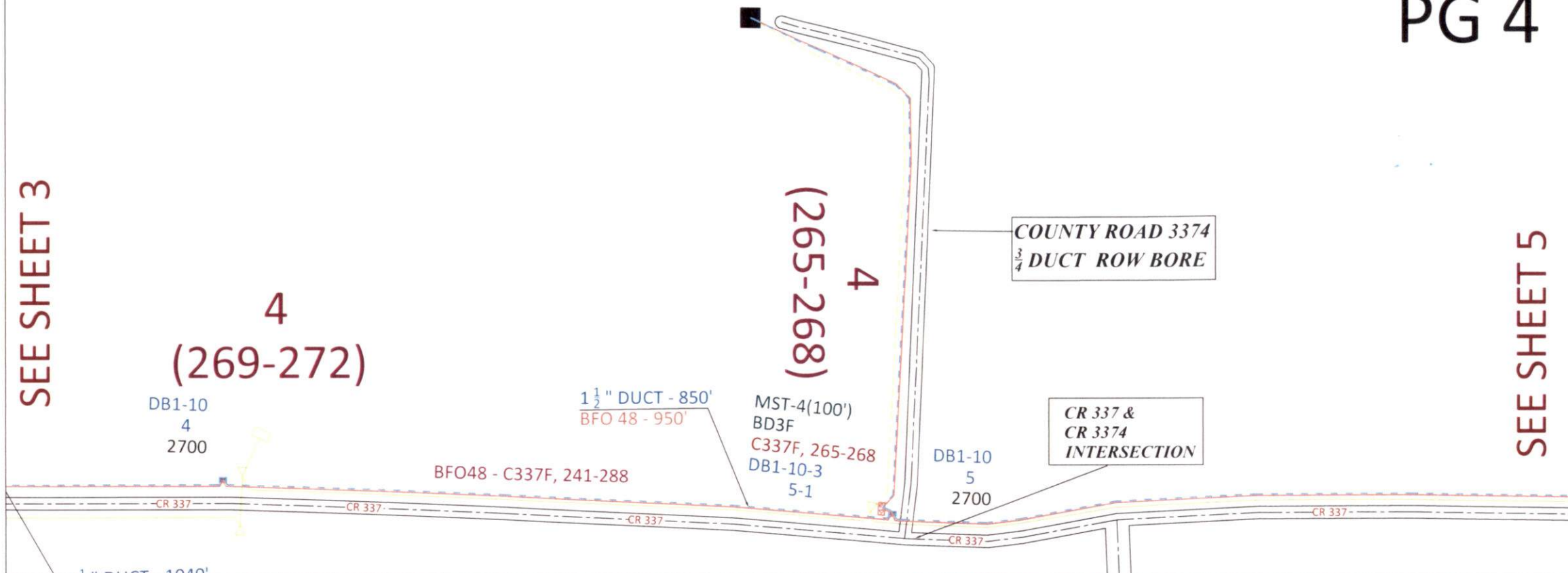
337



400 ft

SEE SHEET 3

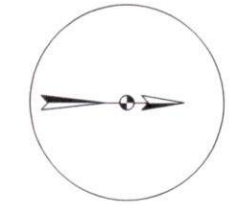
SEE SHEET 5



| ROUTE | HH ID | BD EX | BD3 / 4 NEW | 2700 HAND HOLE | 1592 HAND HOLE | 1598 HAND HOLE | BFO-48 FIBER | BFO-FIBER | BFO-FIBER | BM-60 1 1/2" DUCT | FIBER POST | FIBER POST W/GRD | FIBER POST | BM-60 3/4" DUCT | BM-60 3/4" DUCT | PRE-MADE FIBER DROP | ID 3/4" | | | | | |
|-------|-------|-------|-------------|----------------|----------------|----------------|--------------|-----------|-----------|-------------------|------------|------------------|------------|-----------------|-----------------|---------------------|---------|---|---|---|---|---|
| TOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |



EXCHANGE: **DBRY**
 COUNTY: **PANOLA**
ROUTE
1-28
 BY: **BRADY C**
 JOB NO. **23-12-7024**
 PROJ DESC:
 AS BUILT DATE



Donation

Date February 20, 2024

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

\$ 42,500.00 and/or

material of the following type and amount -----

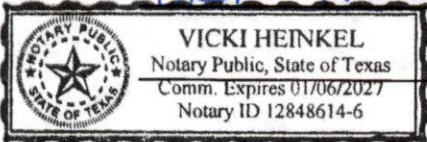
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number #177, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' 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 22nd day of February, 2024.

Dicki 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 27th day of February, 2024.

County Judge Rodger S. McNamee

LIBERTY OILFIELD SERVICES LLC

R 00019345

Payment Amount

42,500.00

Invoice Number

Invoice Date

CKR0205244250000

Feb 5, 2024

Panola County Treasurer's Office
110 S. Sycamore Room 312
Carthage, TX 75633
Phone: (903) 693-0325

DATE : 2/9/2024 10:55 AM
OPER : DENESE
TKBY : DP
TERM : 3
REC# : R00019345

COPY

MISC REV FM & L 42500.00
MISCELLANEOUS REV FM & LATERAL
LIBERTY OILFIELD SERVICES LLC PCT #1
42
200-360-41020 -42500.00

3040982

Paid By: LIBERTY OILFIELDS SERVICES LLC
CH 42500.00 REF: 3040982

APPLIED 42500.00
TENDERED 42500.00

CHANGE 0.00

2024-02-08

PANOLA COUNTY

10.00

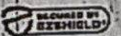
LIBERTY OILFIELD SERVICES LLC

950 17TH STREET, SUITE 2400
DENVER, CO 80202
(303) 515-2800

WELLS FARGO BANK N.A

11-24/1210

3040982



2024-02-08

Amount

42,500.00

Forty-Two Thousand Five Hundred Dollars And Zero Cents*****

COPY

Pay to the PANOLA COUNTY
Order of 110 S. SYCAMORE ROOM #312
Carthage, TX 75633
United States



Scott [Signature] AUTHORIZED SIGNATURE

SCANNED

110003181 11222521711



County of Panola



Jeff Ivy

*Constable Precincts 1 & 4
314 W Wellington Street
Carthage, Texas 75633*

February 12, 2024

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

Dear Judge McLane,

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

Please record the following information pursuant to SB1074 (Racial Profiling). The following information is for the year 2023. The Constable's Office is required to report this information before March 1st of every year.

Sincerely,

Jeff Ivy

Constable 1&4

CC/Lw

CC: Jennifer Stacy

Joni Reed

Racial Profiling Report | Full

Agency Name: PANOLA CO. CONST. PCT. 1

Reporting Date: 02/09/2024

TCOLE Agency Number: 365101

Chief Administrator: JEFFERY R. IVY

Agency Contact Information:

Phone: (903) 693-0300

Email: jeff.ivy@co.panola.tx.us

Mailing Address:

314 W. Wellington St.

CARTHAGE, TX 75633

This Agency filed a full report

PANOLA CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PANOLA CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PANOLA CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the PANOLA CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PANOLA CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the PANOLA CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PANOLA CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: JEFFERY R. IVY
Constable 1&4

Date: 02/09/2024

Total stops: 15

Street address or approximate location of the stop

| | |
|---------------------------|---|
| City street | 1 |
| US highway | 3 |
| County road | 2 |
| State highway | 9 |
| Private property or other | 0 |

Was race or ethnicity known prior to stop?

| | |
|-----|----|
| Yes | 1 |
| No | 14 |

Race / Ethnicity

| | |
|---------------------------------|----|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 3 |
| White | 11 |
| Hispanic / Latino | 1 |

Gender

| | |
|---------------------------------|-----------|
| Female | 2 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 0 |
| Male | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 3 |
| White | 9 |
| Hispanic / Latino | 1 |

Reason for stop?

| | |
|---------------------------------|----------|
| Violation of law | 2 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 1 |

| | |
|----------------------------------|-----------|
| Hispanic / Latino | 0 |
| Preexisting knowledge | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Moving traffic violation | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 10 |
| Hispanic / Latino | 1 |
| Vehicle traffic violation | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Was a search conducted? | |
| Yes | 4 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 3 |
| Hispanic / Latino | 0 |
| No | 11 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 8 |
| Hispanic / Latino | 1 |
| Reason for Search? | |
| Consent | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |

| | |
|---------------------------------|----------|
| Hispanic / Latino | 0 |
| Contraband | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Probable | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| Inventory | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Incident to arrest | 2 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 1 |
| Hispanic / Latino | 0 |

Was Contraband discovered?

| | |
|---------------------------------|----------|
| Yes | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| No | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 2 |
| Hispanic / Latino | 0 |

Did the finding result in arrest?

(total should equal previous column)

| | | | |
|-----|---|----|---|
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 0 |
| Yes | 0 | No | 1 |
| Yes | 0 | No | 0 |

Description of contraband

| | |
|---------------------------------|----------|
| Drugs | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| Weapons | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Result of the stop

| | |
|-----------------------|----------|
| Verbal warning | 0 |
|-----------------------|----------|

| | |
|-----------------------------------|-----------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Written warning | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 10 |
| Hispanic / Latino | 1 |
| Citation | 2 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 1 |
| Hispanic / Latino | 0 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of Traffic Law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|-----------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 15 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Comparative Analysis

| | |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/> |

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

PANOLA CO. CONST. PCT. 1

| | | |
|------------------------------------|----|--------|
| 01. Total Traffic Stops: | 15 | |
| 02. Location of Stop: | | |
| a. City Street | 1 | 6.67% |
| b. US Highway | 3 | 20.00% |
| c. County Road | 2 | 13.33% |
| d. State Highway | 9 | 60.00% |
| e. Private Property or Other | 0 | 0.00% |
| 03. Was Race known prior to Stop: | | |
| a. NO | 14 | 93.33% |
| b. YES | 1 | 6.67% |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 0 | 0.00% |
| b. Asian/ Pacific Islander | 0 | 0.00% |
| c. Black | 3 | 20.00% |
| d. White | 11 | 73.33% |
| e. Hispanic/ Latino | 1 | 6.67% |
| 05. Gender: | | |
| a. Female | 2 | 13.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 2 | 13.33% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Male | 13 | 86.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 3 | 20.00% |
| iv. White | 9 | 60.00% |
| v. Hispanic/ Latino | 1 | 6.67% |
| 06. Reason for Stop: | | |
| a. Violation of Law | 2 | 13.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|----|--------|
| iii. Black | 1 | 50.00% |
| iv. White | 1 | 50.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Pre-Existing Knowledge | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Moving Traffic Violation | 13 | 86.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 2 | 15.38% |
| iv. White | 10 | 76.92% |
| v. Hispanic/ Latino | 1 | 7.69% |
| d. Vehicle Traffic Violation | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 07. Was a Search Conducted: | | |
| a. NO | 11 | 73.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 2 | 18.18% |
| iv. White | 8 | 72.73% |
| v. Hispanic/ Latino | 1 | 9.09% |
| b. YES | 4 | 26.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 25.00% |
| iv. White | 3 | 75.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| 08. Reason for Search: | | |
| a. Consent | 1 | 6.67% |

Racial Profiling Analysis Report

| | | |
|-------------------------------------|---|---------|
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Contraband in Plain View | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Probable Cause | 1 | 6.67% |
| ii. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| d. Inventory | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| e. Incident to Arrest | 2 | 13.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 50.00% |
| iv. White | 1 | 50.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| 09. Was Contraband Discovered: | | |
| YES | 1 | 6.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|---------|
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iv. White | 1 | 100.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 1 | |
| v. Hispanic/ Latino | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| b. NO | 3 | 20.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 33.33% |
| iv. White | 2 | 66.67% |
| v. Hispanic/ Latino | 0 | 0.00% |
| 10. Description of Contraband: | | |
| a. Drugs | 1 | 6.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Weapons | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Alcohol | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|----|--------|
| v. Hispanic/ Latino | 0 | |
| e. Stolen Property | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Other | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 11. Result of Stop: | | |
| a. Verbal Warning | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Written Warning | 13 | 86.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 2 | 15.38% |
| iv. White | 10 | 76.92% |
| v. Hispanic/ Latino | 1 | 7.69% |
| c. Citation | 2 | 13.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 50.00% |
| iv. White | 1 | 50.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| d. Written Warning and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|---|-------|
| e. Citation and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 12. Arrest Based On: | | |
| a. Violation of Penal Code | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Violation of Traffic Law | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Violation of City Ordinance | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Outstanding Warrant | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

13. Was Physical Force Used:

| | | |
|--|----|---------|
| a. NO | 15 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 0 | 0.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | |

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 02/09/2024

PANOLA COUNTY
2023
BUDGET AMENDMENT #19

We hereby amend the Panola County Budget for the Fiscal Year 2023 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2023.

Signed on this 27th day of February, 2024.

Rodger's McFane
County Judge

Billy Alexander
Commissioner Precinct # 1

C. M. [Signature]
Commissioner Precinct # 3

[Signature]
Commissioner Precinct # 2

[Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 27th day of February, 2024 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]
County Clerk



February 27, 2024



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT20215 - 2023 AUTOPSIES AND INQUESTS

| Adjustment Number | Budget Code | Description | Adjustment Date |
|-------------------|---------------------------|----------------------------|-----------------|
| BA0002055 | 2023 PANOLA COUNTY BUD... | 646-AUTOPSIES AND INQUESTS | 12/31/2023 |

Summary Description:

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|----------------------|------------------------|----------------------------|------------|------------|------------|
| <u>100-409-54080</u> | CONTINGENCY | 646-AUTOPSIES AND INQUESTS | 14,777.50 | -3,100.00 | 11,677.50 |
| December: | | | | | |
| | | | | -3,100.00 | |
| <u>100-646-54770</u> | AUTOPSIES AND INQUESTS | 646-AUTOPSIES AND INQUESTS | 110,000.00 | 3,100.00 | 113,100.00 |
| December: | | | | | |
| | | | | 3,100.00 | |



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT20219 - FY23 CHILDWELFARE

| Adjustment Number | Budget Code | Description | Adjustment Date |
|-------------------|---------------------------|-------------------------------|-----------------|
| BA0002056 | 2023 PANOLA COUNTY BUD... | 881-ADOPTED BUDGET CORRECTION | 12/31/2023 |

Summary Description:

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|----------------------|-----------------------|-------------------------------|--------------------|--------------------|------------|
| <u>881-360-41184</u> | PANOLA COUNTY FUNDING | 881-ADOPTED BUDGET CORRECTION | -58,000.00 | 28,000.00 | -30,000.00 |
| January: 2,333.33 | April: 2,333.33 | July: 2,333.33 | October: 2,333.33 | November: 2,333.33 | |
| February: 2,333.33 | May: 2,333.33 | August: 2,333.33 | December: 2,333.37 | | |
| March: 2,333.33 | June: 2,333.33 | September: 2,333.33 | | | |



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT20191 - 2023 AIRPORT FUND

| | | | |
|--------------------------|---------------------------|----------------------------------|------------------------|
| Adjustment Number | Budget Code | Description | Adjustment Date |
| BA0002051 | 2023 PANOLA COUNTY BUD... | 885 AIRPORT FUND BUDGET AMD 2023 | 12/31/2023 |

Summary Description: THESE ADJUSTMENTS ARE BEING MADE TO CORRECTLY IDENTIFY MONEY RECEIVED AND EXPENDED.

| <u>Account Number</u> | <u>Account Name</u> | <u>Adjustment Description</u> | <u>Before</u> | <u>Adjustment</u> | <u>After</u> |
|-----------------------|-------------------------|----------------------------------|---------------------|-------------------|--------------|
| <u>885-360-41020</u> | MISCELLANEOUS REVENUE | 885 AIRPORT FUND BUDGET AMD 2023 | -180,645.00 | 35,550.00 | -145,095.00 |
| January: 2,962.50 | April: 2,962.50 | July: 2,962.50 | October: 2,962.50 | | |
| February: 2,962.50 | May: 2,962.50 | August: 2,962.50 | November: 2,962.50 | | |
| March: 2,962.50 | June: 2,962.50 | September: 2,962.50 | December: 2,962.50 | | |
| <u>885-750-54570</u> | REPAIRS AND RENOVATIONS | 885 AIRPORT FUND BUDGET AMD 2023 | 102,150.00 | -21,000.00 | 81,150.00 |
| January: -1,750.00 | April: -1,750.00 | July: -1,750.00 | October: -1,750.00 | | |
| February: -1,750.00 | May: -1,750.00 | August: -1,750.00 | November: -1,750.00 | | |
| March: -1,750.00 | June: -1,750.00 | September: -1,750.00 | December: -1,750.00 | | |
| <u>885-750-54930</u> | FUEL & REPAIRS | 885 AIRPORT FUND BUDGET AMD 2023 | 162,560.00 | -14,550.00 | 148,010.00 |
| January: -1,212.50 | April: -1,212.50 | July: -1,212.50 | October: -1,212.50 | | |
| February: -1,212.50 | May: -1,212.50 | August: -1,212.50 | November: -1,212.50 | | |
| March: -1,212.50 | June: -1,212.50 | September: -1,212.50 | December: -1,212.50 | | |

**PANOLA COUNTY
2024
BUDGET AMENDMENT #4**

We hereby amend the Panola County Budget for the Fiscal Year 2024 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2024.

Signed on this 27th day of February, 2024.

Rodger McFane
County Judge

Billy Alexander
Commissioner Precinct # 1

G. M. [Signature]
Commissioner Precinct # 3

David [Signature]
Commissioner Precinct # 2

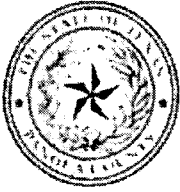
Dee [Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 27th day of February, 2024 as the same appears on file in the office of the County Clerk of Panola County.

Barbara [Signature]
County Clerk



February 27, 2024



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT20193 - #4 -2/27/2024

| Adjustment Number | Budget Code | Description | Adjustment Date |
|-------------------|--------------------|--------------------------|-----------------|
| BA0002052 | 2024 COUNTY BUDGET | 624 - SCAFFOLDING RENTAL | 2/20/2024 |

Summary Description:

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|----------------------|------------------|--------------------------|------------|------------|------------|
| <u>200-624-54080</u> | CONTINGENCY | 624 - SCAFFOLDING RENTAL | 171,372.00 | -2,000.00 | 169,372.00 |
| February: | | | | -2,000.00 | |
| <u>200-624-54610</u> | RENTALS & LEASES | 624 - SCAFFOLDING RENTAL | 50.00 | 2,000.00 | 2,050.00 |
| February: | | | | 2,000.00 | |



Panola County, Texas

Budget Adjustment Register Adjustment Detail

Packet: GLPKT20194 - #4 - 2/27/2024

| Adjustment Number | Budget Code | Description | Adjustment Date | | |
|-------------------|--------------------|---|-----------------|--|--|
| BA0002053 | 2024 COUNTY BUDGET | 622 - PCT 2 PURCHASE JOHN DEERE BACKHOE | 2/20/2024 | | |

Summary Description:

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|----------------------|-----------------------|---|------------|------------|------------|
| <u>200-622-54080</u> | CONTINGENCY | 622 - PCT 2 PURCHASE JOHN DEERE BACKHOE | 330,889.00 | -85,000.00 | 245,889.00 |
| February: | -85,000.00 | | | | |
| <u>200-622-55270</u> | FURNITURE & EQUIPMENT | 622 - PCT 2 PURCHASE JOHN DEERE BACKHOE | 50,000.00 | 85,000.00 | 135,000.00 |
| February: | 85,000.00 | | | | |

| Adjustment Number | Budget Code | Description | Adjustment Date | | |
|-------------------|--------------------|-----------------------|-----------------|--|--|
| BA0002054 | 2024 COUNTY BUDGET | 570-JAIL SEWER REPAIR | 2/26/2024 | | |

Summary Description: IN-LINE SEWER FOREIGN OBJECT SCREEN WITH CATCH BASKET IN CONCRETE VAULT

| Account Number | Account Name | Adjustment Description | Before | Adjustment | After |
|----------------------|-------------------------|------------------------|------------|------------|------------|
| <u>100-409-54080</u> | CONTINGENCY | 570-JAIL SEWER REPAIR | 344,089.00 | -46,000.00 | 298,089.00 |
| February: | -46,000.00 | | | | |
| <u>100-570-54570</u> | REPAIRS AND RENOVATIONS | 570-JAIL SEWER REPAIR | 30,000.00 | 46,000.00 | 76,000.00 |
| February: | 46,000.00 | | | | |

**County Treasurers' Association of Texas
2023 Certificate of Compliance
Continuing Education**



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

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

Honorable Karrie Crownover, President
County Treasurers' Association of Texas

Honorable Dianna Spieker, Chair
Certification and Validation Committee



Panola County, Texas

Treasurers Report Summary

Date Range: 01/01/2024 - 01/31/2024

| fund | Beginning Cash Balance | Revenues | Expenses | Net Change Assets | Net Change Liabilities | Calculated Ending Balance | Actual Ending Balance | Calculated - Actual Ending |
|--|------------------------|--------------|--------------|-------------------|------------------------|---------------------------|-----------------------|----------------------------|
| | 2,185,540.06 | 6,783,690.85 | 1,492,365.73 | -766,565.03 | 6,802,128.12 | 1,441,302.09 | 1,441,302.09 | 0.00 |
| 00 - GENERAL | 11,274.56 | 34.37 | 0.00 | 0.00 | -929.90 | 12,238.83 | 12,238.83 | 0.00 |
| 110 - CREDIT CARD CLEARING FUND | 12,061.91 | 48.55 | 0.00 | 0.00 | -9,957.11 | 22,067.57 | 22,067.57 | 0.00 |
| 112 - JP CREDIT CARD CLEARING | 49,307.14 | 1,510.12 | 0.00 | 0.00 | 1,005.28 | 49,811.98 | 49,811.98 | 0.00 |
| 130 - LAW LIBRARY | 173.66 | 0.53 | 0.00 | 0.00 | 0.00 | 174.19 | 174.19 | 0.00 |
| 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND | 78,712.88 | 1,893.33 | 99.87 | 0.00 | 0.00 | 80,506.34 | 80,506.34 | 0.00 |
| 150 - COURTHOUSE SECURITY | 27,302.76 | 146.31 | 1.83 | 0.00 | 0.00 | 27,447.24 | 27,447.24 | 0.00 |
| 160 - RECORDS MANAGEMENT | 8,561.06 | 50.39 | 0.00 | 0.00 | 0.00 | 8,611.45 | 8,611.45 | 0.00 |
| 162 - COUNTY & DISTRICT COURT T | 16,516.74 | 54.42 | 0.00 | 0.00 | 0.00 | 16,571.16 | 16,571.16 | 0.00 |
| 165 - COURT RECORD PRESERVATION | 25,138.07 | 85.90 | 0.00 | 0.00 | 0.00 | 25,223.97 | 25,223.97 | 0.00 |
| 166 - DISTRICT COURT RECORDS TECHNOLOGY | 29,576.26 | 756.21 | 0.00 | 0.00 | 0.00 | 30,332.47 | 30,332.47 | 0.00 |
| 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION | 243,814.81 | 6,984.19 | 0.00 | 0.00 | 0.00 | 250,799.00 | 250,799.00 | 0.00 |
| 170 - COUNTY CLERK RECORDS PRES | 514,063.99 | 6,946.81 | 0.00 | 0.00 | 0.00 | 521,010.80 | 521,010.80 | 0.00 |
| 175 - ARCHIVE FEES | 53,921.44 | 790.44 | 0.00 | 0.00 | 0.00 | 54,711.88 | 54,711.88 | 0.00 |
| 180 - JUSTICE COURT TECHNOLOGY | 1,515.66 | 4.65 | 0.32 | 0.00 | 0.00 | 1,519.99 | 1,519.99 | 0.00 |
| 190 - V.I.T. INTEREST | 33,035.99 | 101.37 | 0.00 | 0.00 | 0.00 | 33,137.36 | 33,137.36 | 0.00 |
| 195 - ELECTION SERVICES CONTRAC | 1,482,857.06 | 2,509,920.58 | 426,736.37 | -7,240.40 | 2,417,086.32 | 1,156,195.35 | 1,156,195.35 | 0.00 |
| 200 - ROAD & BRIDGE | 194.73 | 0.58 | 0.00 | 0.00 | 0.00 | 195.31 | 195.31 | 0.00 |
| 252 - PANOLA COUNTY AUCTION PROCEEDS | 145,853.71 | 234,630.11 | 121,778.82 | -172,510.66 | 246,480.18 | 184,735.48 | 184,735.48 | 0.00 |
| 300 - FM & LATERAL | 29,914.39 | 16,584.54 | 12,988.10 | 0.00 | 1,339.06 | 32,171.77 | 32,171.77 | 0.00 |
| 410 - SUPERVISION | 35,792.08 | 171.82 | 80.00 | 0.00 | 1,025.00 | 34,858.90 | 34,858.90 | 0.00 |
| 481 - PANOLA COUNTY CSCD ADULT DRUG COURT | 31,339.96 | 891.99 | 0.00 | 0.00 | 0.00 | 32,231.95 | 32,231.95 | 0.00 |
| 520 - PANOLA JUVENILE PROBATION | 45,376.30 | 90.35 | 0.00 | 0.00 | 0.00 | 45,466.65 | 45,466.65 | 0.00 |
| 530 - JUVENILE TITLE IV-E | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 540 - TJPC/ C.C.A.P. FUND | 1,408.11 | 0.00 | 0.00 | 0.00 | 0.00 | 1,408.11 | 1,408.11 | 0.00 |
| 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 555 - PRE & POST ADJUDICATION | 64,222.29 | 0.00 | 3,033.23 | 0.00 | 340.00 | 60,849.06 | 60,849.06 | 0.00 |
| 560 - TJPC/A/183(REGULAR) | 11,179.34 | 0.00 | 0.00 | 0.00 | 10,840.26 | 339.08 | 339.08 | 0.00 |
| 572 - PROBATION PAYROLL FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 580 - COMMITMENT REDUCTION PROG | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 582 - MENTAL HEALTH SERVICES GRANT N | 151,327.38 | 208,597.00 | 10,023.14 | 0.00 | 494.69 | 349,406.55 | 349,406.55 | 0.00 |
| 585 - LOCAL MATCH FUNDING/ CALE | 14,697.23 | 0.00 | 0.00 | 0.00 | 0.00 | 14,697.23 | 14,697.23 | 0.00 |
| 700 - HOT CHECK FEE | 30,123.49 | 593.97 | 0.00 | 0.00 | 0.00 | 30,717.46 | 30,717.46 | 0.00 |
| 720 - PRETRIAL INTERVENTION PROGRAM FUND | 11,142.96 | 49.91 | 2,000.00 | 0.00 | 0.00 | 9,192.87 | 9,192.87 | 0.00 |
| 800 - SHERIFF'S STATE FORFEITUR | 58,109.79 | 658.93 | 0.00 | 0.00 | 0.00 | 58,768.72 | 58,768.72 | 0.00 |
| 810 - JAIL COMMISSARY FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 812 - CORONAVIRUS RELIEF FUND | 1,817,549.64 | 5,275.29 | 4,738.26 | 0.00 | 119,207.70 | 1,698,878.97 | 1,698,878.97 | 0.00 |
| 813 - AMERICAN RESCUE PLAN FUND | | | | | | | | |

reasurers Report

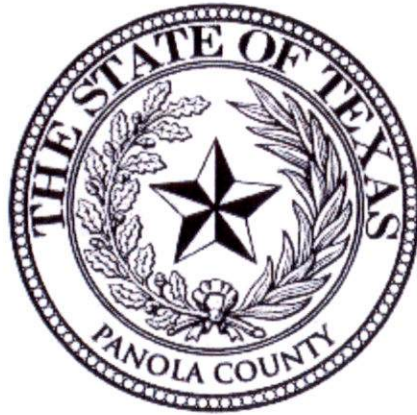
| | Beginning Cash Balance | Revenues | Expenses | Net Change Assets | Net Change Liabilities | Calculated Ending Balance | Actual Ending Balance | Calculated - Actual Ending |
|--|---------------------------|---------------------|---------------------|----------------------|---------------------------|------------------------------|--------------------------|-------------------------------|
| und | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 - HOMELAND SECURITY GRANT F | 38,959.24 | 119.55 | 0.00 | 0.00 | 0.00 | 39,078.79 | 39,078.79 | 0.00 |
| 20 - D A FORFEITURE | 2,012.33 | 9,200.29 | 0.00 | 0.00 | 0.00 | 11,212.62 | 11,212.62 | 0.00 |
| 30 - STATE APPORTIONMENT - DA | -125.82 | 0.00 | 182.98 | 0.00 | 0.00 | -308.80 | -308.80 | 0.00 |
| 35 - STATE LONGEVITY PAY SUPPL | 1,117.40 | 3.43 | 0.00 | 0.00 | 0.00 | 1,120.83 | 1,120.83 | 0.00 |
| 40 - CONST.PCT.2 STATE FORFEIT | 208.86 | 0.64 | 0.00 | 0.00 | 0.00 | 209.50 | 209.50 | 0.00 |
| 42 - CONST.PCT.1 STATE FORFEIT | 8,449.08 | 25.93 | 0.00 | 0.00 | 0.00 | 8,475.01 | 8,475.01 | 0.00 |
| 60 - SHERIFF FEDERAL FORFEITUR | 63,229.58 | 194.03 | 0.00 | 0.00 | 0.00 | 63,423.61 | 63,423.61 | 0.00 |
| 62 - CDA FEDERAL FORFEITURE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 64 - CONSTABLE 1&4 FEDERAL FOR | 341.61 | 1.05 | 0.00 | 0.00 | 0.00 | 342.66 | 342.66 | 0.00 |
| 66 - CONSTABLE PCT 2&3 FEDERAL | 42,323.82 | 173.34 | 6,190.00 | 0.00 | 0.00 | 36,307.16 | 36,307.16 | 0.00 |
| 81 - CHILD PROTECTIVE SERVICES | 581,985.43 | 5,033.97 | 1,918.00 | 0.00 | 1,057.30 | 584,044.10 | 584,044.10 | 0.00 |
| 83 - HEALTH FUND | 319,676.91 | 8,333.40 | 45,512.25 | -12,694.08 | 35.49 | 295,156.65 | 295,156.65 | 0.00 |
| 85 - AIRPORT | 60,209.91 | 428.34 | 0.00 | 0.00 | 0.00 | 60,638.25 | 60,638.25 | 0.00 |
| 920 - ROAD BOND 1971 | 18,029.45 | 248.95 | 0.00 | 0.00 | 0.00 | 18,278.40 | 18,278.40 | 0.00 |
| 940 - PERMANENT IMPROVEMENT | 496.51 | 1.52 | 0.00 | 0.00 | 0.00 | 498.03 | 498.03 | 0.00 |
| 950 - JAIL IMPROVEMENT FUND | 756,226.16 | 112,126.65 | 142,817.76 | 35,000.00 | 0.00 | 690,535.05 | 690,535.05 | 0.00 |
| 968 - PANOLA COUNTY RETIREE HEA | 275,176.90 | 0.00 | 0.00 | 0.00 | 287,437.41 | -12,260.51 | -12,260.51 | 0.00 |
| 972 - PAYROLL FUND | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.04 | 0.04 | 0.00 |
| 974 - CHILD SUPPORT PAYMENTS/EXPERTPAY | 49,731.81 | 0.00 | 0.00 | 0.00 | 32,612.23 | 17,119.58 | 17,119.58 | 0.00 |
| 980 - CRIMINAL JUSTICE | 9,725.01 | 0.00 | 0.00 | 0.00 | 6,108.66 | 3,616.35 | 3,616.35 | 0.00 |
| 981 - CRIMINAL JUSTICE CIVIL | 1,602.56 | 0.00 | 0.00 | 0.00 | 1,290.92 | 311.64 | 311.64 | 0.00 |
| 982 - APPELLATE JUDICIAL FEES | | | | | | | | |
| Report Total: | 9,450,982.24 | 9,916,454.60 | 2,270,466.66 | -924,010.17 | 9,917,601.61 | 8,103,378.74 | 8,103,378.74 | 0.00 |

John Reed 2-20-2024

PANOLA COUNTY, TEXAS

AUDITOR'S REPORT

FILED
At 4:00 O'clock P
FEB 22 2024
LINDSEY SMITH, CLERK
DISTRICT COURT & COUNTY
COURT AT LAW, PANOLA CO., TX
BY: Ally Abner DEPUTY



For the Month Ending


JANUARY 31, 2024

Jennifer Stacy
Panola County Auditor

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 1 of 23

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|---|--------------------|
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 A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 2 of 23

PANOLA COUNTY JANUARY 2024 FINANCIAL REPORT

CASH

| | | |
|--|-----------|---------------------|
| 110 - CREDIT CARD CLEARING FUND | \$ | 12,238.83 |
| 112 - JP CREDIT CARD CLEARING | \$ | 22,067.57 |
| 252 - PANOLA COUNTY AUCTION PROCEEDS | \$ | 195.31 |
| 599 - PROBATION POOLED CASH FUND | \$ | 564,737.92 |
| 813 - AMERICAN RESCUE PLAN | \$ | 1,698,878.97 |
| 968 - PANOLA COUNTY RETIREE HEA | \$ | 690,535.05 |
| 974 - CHILD SUPPORT PAYMENTS/EXPERTPAY | \$ | 0.04 |
| 999 - POOLED CASH FUND | \$ | 5,134,302.55 |
| TOTAL CASH | \$ | 8,122,956.24 |

INVESTMENTS

| | | |
|-------------------------------------|----|---------------|
| CERTIFICATES OF DEPOSIT | \$ | 87,341,000.00 |
| ADVANCE TAX CERTIFICATES OF DEPOSIT | \$ | 7,569,226.75 |
| | \$ | 94,910,226.75 |

OTHER ASSETS

| | | |
|-----------------------------|-----------|-------------------|
| RECEIVABLES | \$ | 171,853.72 |
| CASH CHANGE FUND | \$ | 2,850.00 |
| INTANGIBLE ROYALTY INTEREST | \$ | 7,600.00 |
| TOTAL OTHER ASSETS | \$ | 182,303.72 |

TOTAL ASSETS **\$ 103,215,486.71**

LIABILITIES

| | | |
|---------------------------|-----------|-----------------------|
| LESS PAYABLES | \$ | (481,789.38) |
| LESS DEFERRED TAX REVENUE | \$ | (7,569,226.75) |
| TOTAL LIABILITIES | \$ | (8,051,016.13) |

FUND BALANCE AS OF JANUARY 31, 2024 **\$ 95,164,470.58**

THIS REPORT IS UNAUDITED

I, JENNIFER STACY, COUNTY AUDITOR PANOLA COUNTY, TEXAS, CERTIFY THAT THE ABOVE AND FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE.

Jennifer Stacy 2-22-2024

**PANOLA COUNTY AUDITOR'S MONTHLY REPORT
JANUARY 2024**

| FUND NUMBER & NAME | BALANCE | | BALANCE | |
|--|----------------------|----------------------|---------------------|----------------------|
| | January 1, 2024 | REVENUES | EXPENDITURES | January 31, 2024 |
| 100 - GENERAL | 25,189,924.52 | 7,209,108.93 | 1,503,692.28 | 30,895,341.17 |
| 130 - LAW LIBRARY | 102,137.02 | 1,796.72 | - | 103,933.74 |
| 140 - COUNTY JUVENILE DELINQUENCY PREV | 173.66 | 0.53 | - | 174.19 |
| 150 - COURTHOUSE SECURITY | 265,234.85 | 2,821.23 | 99.87 | 267,956.21 |
| 160 - RECORDS MANAGEMENT | 33,294.52 | 155.04 | 1.83 | 33,447.73 |
| 162 - COUNTY & DISTRICT COURT TECH | 8,561.06 | 50.39 | - | 8,611.45 |
| 165 - COURT RECORD PRESERVATION | 16,516.74 | 54.42 | - | 16,571.16 |
| 166 - DISTRICT COURT RECORDS TECH | 25,138.07 | 85.90 | - | 25,223.97 |
| 168 - DISTRICT CLERK REC MGT & PRES | 29,576.26 | 756.21 | - | 30,332.47 |
| 170 - COUNTY CLERK RECORDS PRES | 645,842.27 | 9,302.78 | - | 655,145.05 |
| 175 - ARCHIVE FEES | 566,923.88 | 7,209.17 | - | 574,133.05 |
| 180 - JUSTICE COURT TECHNOLOGY | 117,756.60 | 1,114.94 | - | 118,871.54 |
| 190 - V.I.T. INTEREST | 1,515.66 | 3,549.25 | 0.32 | 5,064.59 |
| 195 - ELECTION SERVICES CONTRAC | 33,035.99 | 101.37 | - | 33,137.36 |
| 200 - ROAD & BRIDGE | 9,536,152.18 | 2,620,145.61 | 426,835.73 | 11,729,462.06 |
| 300 - FM & LATERAL | 2,562,285.78 | 277,580.51 | 122,308.82 | 2,717,557.47 |
| 700 - HOT CHECK FEE | 35,697.23 | - | - | 35,697.23 |
| 720 - PRETRIAL INTERVENTION PROGRAM FUND | 30,123.49 | 593.97 | - | 30,717.46 |
| 800 - SHERIFF'S STATE FORFEITURE | 23,085.27 | 144.28 | 2,000.00 | 21,229.55 |
| 810 - JAIL COMMISSARY FUND | 58,109.79 | 658.93 | - | 58,768.72 |
| 820 - D A FORFEITURE | 42,959.24 | 120.52 | - | 43,079.76 |
| 830 - STATE APPORTIONMENT - DA | 2,012.33 | 9,200.29 | - | 11,212.62 |
| 835 - STATE LONGEVITY PAY SUPPL | (125.82) | 308.80 | 182.98 | 0.00 |
| 840 - CONST.PCT.2 STATE FORFEIT | 1,117.40 | 3.43 | - | 1,120.83 |
| 842 - CONST.PCT.1 STATE FORFEIT | 208.86 | 0.64 | - | 209.50 |
| 860 - SHERIFF FEDERAL FORFEITUR | 8,449.08 | 25.93 | - | 8,475.01 |
| 862 - CDA FEDERAL FORFEITURE | 63,229.58 | 194.03 | - | 63,423.61 |
| 866 - CONSTABLE PCT 2&3 FEDERAL | 341.61 | 1.05 | - | 342.66 |
| 881 - CHILD PROTECTIVE SERVICES | 148,158.98 | 820.13 | 5,850.00 | 143,129.11 |
| 882-OPIOID SETTLEMENT FUND | 26,154.22 | 80.26 | - | 26,234.48 |
| 883 - HEALTH FUND | 4,115,331.87 | 23,459.26 | 2,249.93 | 4,136,541.20 |
| 885 - AIRPORT | 447,328.23 | 8,952.20 | 32,818.17 | 423,462.26 |
| 920 - ROAD BOND 1971 | 317,567.04 | 1,682.45 | - | 319,249.49 |
| 940 - PERMANENT IMPROVEMENT | 249,518.45 | 1,297.82 | - | 250,816.27 |
| 950 - JAIL IMPROVEMENT FUND | 496.51 | 1.52 | - | 498.03 |
| 252 - PANOLA COUNTY AUCTION PROCEEDS | 194.73 | 0.58 | - | 195.31 |
| 410-420 - COMMUNITY SUPER. & CORRECTIONS | 33,935.37 | 16,584.54 | 14,963.59 | 35,556.32 |
| 481 - DRUG COURT PROGRAM | 35,242.08 | 171.82 | 555.00 | 34,858.90 |
| 520-585 - JUVENILE PROB | 647,720.01 | 209,664.56 | 15,000.08 | 842,384.49 |
| 813 - AMERICAN RESCUE PLAN | 1,698,341.94 | 5,275.29 | 9,032.11 | 1,694,585.12 |
| 974 - EXPERTPAY | 0.04 | - | - | 0.04 |
| 968 - PANOLA COUNTY RETIREE HEALTH | 39,658,246.57 | 252,290.59 | 142,817.76 | 39,767,719.40 |
| GRAND TOTAL ALL FUNDS | 86,777,513.16 | 10,665,365.89 | 2,278,408.47 | 95,164,470.58 |

| |
|---------------------------|
| THIS REPORT IS UNAUDITED |
| BANK ACCOUNTS |
| PANOLA COUNTY POOLED CASH |
| ALL OTHER BANK ACCOUNTS |

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 4 of 23



Fund Balance Report

As Of 01/31/2024

| Fund | Beginning Balance | Total Revenues | Total Expenses | Ending Balance |
|--|----------------------|----------------------|---------------------|----------------------|
| 100 - GENERAL | 25,597,918.05 | 6,789,788.85 | 1,492,365.73 | 30,895,341.17 |
| 110 - CREDIT CARD CLEARING FUND | 0.00 | 0.00 | 0.00 | 0.00 |
| 112 - JP CREDIT CARD CLEARING | 0.00 | 0.00 | 0.00 | 0.00 |
| 130 - LAW LIBRARY | 102,423.62 | 1,510.12 | 0.00 | 103,933.74 |
| 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND | 173.66 | 0.53 | 0.00 | 174.19 |
| 150 - COURTHOUSE SECURITY | 266,162.75 | 1,893.33 | 99.87 | 267,956.21 |
| 160 - RECORDS MANAGEMENT | 33,303.25 | 146.31 | 1.83 | 33,447.73 |
| 162 - COUNTY & DISTRICT COURT T | 8,561.06 | 50.39 | 0.00 | 8,611.45 |
| 165 - COURT RECORD PRESERVATION | 16,516.74 | 54.42 | 0.00 | 16,571.16 |
| 166 - DISTRICT COURT RECORDS TECHNOLOGY | 25,138.07 | 85.90 | 0.00 | 25,223.97 |
| 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION | 29,576.26 | 756.21 | 0.00 | 30,332.47 |
| 170 - COUNTY CLERK RECORDS PRES | 648,160.86 | 6,984.19 | 0.00 | 655,145.05 |
| 175 - ARCHIVE FEES | 567,186.24 | 6,946.81 | 0.00 | 574,133.05 |
| 180 - JUSTICE COURT TECHNOLOGY | 118,081.10 | 790.44 | 0.00 | 118,871.54 |
| 190 - V.I.T. INTEREST | 5,060.26 | 4.65 | 0.32 | 5,064.59 |
| 195 - ELECTION SERVICES CONTRAC | 33,035.99 | 101.37 | 0.00 | 33,137.36 |
| 200 - ROAD & BRIDGE | 9,646,277.85 | 2,509,920.58 | 426,736.37 | 11,729,462.06 |
| 252 - PANOLA COUNTY AUCTION PROCEEDS | 194.73 | 0.58 | 0.00 | 195.31 |
| 300 - FM & LATERAL | 2,604,706.18 | 234,630.11 | 121,778.82 | 2,717,557.47 |
| 410 - SUPERVISION | 12,958.91 | 150,250.22 | 131,037.36 | 32,171.77 |
| 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES | 0.00 | 22,160.00 | 18,775.45 | 3,384.55 |
| 481 - PANOLA COUNTY CSCD ADULT DRUG COURT | 34,689.41 | 1,274.49 | 1,105.00 | 34,858.90 |
| 520 - PANOLA JUVENILE PROBATION | 74,306.54 | 7,986.28 | 0.00 | 82,292.82 |
| 530 - JUVENILE TITLE IV-E | 143,227.22 | 2,263.78 | 0.00 | 145,491.00 |
| 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM | 0.00 | 1,408.11 | 0.00 | 1,408.11 |
| 560 - TJPC/A/183(REGULAR) | 0.00 | 91,311.00 | 32,146.29 | 59,164.71 |
| 572 - PROBATION PAYROLL FUND | 0.00 | 0.00 | 0.00 | 0.00 |
| 585 - LOCAL MATCH FUNDING/ CALE | 392,906.44 | 225,000.00 | 68,499.89 | 549,406.55 |
| 587 - STATE SALARY ADJUSTMENT F | 0.00 | 7,085.28 | 2,463.98 | 4,621.30 |
| 700 - HOT CHECK FEE | 35,697.23 | 0.00 | 0.00 | 35,697.23 |
| 720 - PRETRIAL INTERVENTION PROGRAM FUND | 30,123.49 | 593.97 | 0.00 | 30,717.46 |
| 800 - SHERIFF'S STATE FORFEITUR | 23,179.64 | 49.91 | 2,000.00 | 21,229.55 |
| 810 - JAIL COMMISSARY FUND | 58,109.79 | 658.93 | 0.00 | 58,768.72 |
| 813 - AMERICAN RESCUE PLAN FUND | 0.00 | 1,699,323.38 | 4,738.26 | 1,694,585.12 |
| 820 - D A FORFEITURE | 42,960.21 | 119.55 | 0.00 | 43,079.76 |
| 830 - STATE APPORTIONMENT - DA | 2,012.33 | 9,200.29 | 0.00 | 11,212.62 |
| 835 - STATE LONGEVITY PAY SUPPL | 0.00 | 182.98 | 182.98 | 0.00 |
| 840 - CONST.PCT.2 STATE FORFEIT | 1,117.40 | 3.43 | 0.00 | 1,120.83 |
| 842 - CONST.PCT.1 STATE FORFEIT | 208.86 | 0.64 | 0.00 | 209.50 |
| 860 - SHERIFF FEDERAL FORFEITUR | 8,449.08 | 25.93 | 0.00 | 8,475.01 |
| 862 - CDA FEDERAL FORFEITURE | 63,229.58 | 194.03 | 0.00 | 63,423.61 |
| 866 - CONSTABLE PCT 2&3 FEDERAL | 341.61 | 1.05 | 0.00 | 342.66 |
| 881 - CHILD PROTECTIVE SERVICES | 148,850.77 | 173.34 | 5,895.00 | 143,129.11 |
| 882 - OPIOID SETTLEMENT FUND | 26,154.22 | 80.26 | 0.00 | 26,234.48 |
| 883 - HEALTH FUND | 4,133,425.23 | 5,033.97 | 1,918.00 | 4,136,541.20 |
| 885 - AIRPORT | 460,641.11 | 8,333.40 | 45,512.25 | 423,462.26 |
| 920 - ROAD BOND 1971 | 318,821.15 | 428.34 | 0.00 | 319,249.49 |
| 940 - PERMANENT IMPROVEMENT | 250,567.32 | 248.95 | 0.00 | 250,816.27 |
| 950 - JAIL IMPROVEMENT FUND | 496.51 | 1.52 | 0.00 | 498.03 |
| 968 - PANOLA COUNTY RETIREE HEA | 39,798,410.51 | 112,126.65 | 142,817.76 | 39,767,719.40 |
| 974 - CHILD SUPPORT PAYMENTS/EXPERTPAY | 0.04 | 0.00 | 0.00 | 0.04 |
| Report Total: | 85,763,361.27 | 11,899,184.47 | 2,498,075.16 | 95,164,470.58 |

A TRUE COPY
 I hereby certify
 Lindsey Smith
 DISTRICT CLERK
 PANOLA COUNTY, TEXAS
 Lora Brown, Chief Deputy
 Page 3 of 23



Panola County, Texas

Treasurers Report Summary

Date Range: 01/01/2024 - 01/31/2024


| Fund | Beginning Cash Balance | Revenues | Expenses | Net Change Assets | Net Change Liabilities | Calculated Ending Balance | Actual Ending Balance | Calculated - Actual Ending |
|--|------------------------|--------------|--------------|-------------------|------------------------|---------------------------|-----------------------|----------------------------|
| 100 - GENERAL | 697,414.73 | 6,789,788.85 | 1,492,365.73 | -2,243,057.32 | 6,808,226.12 | 1,429,669.05 | 1,429,669.05 | 0.00 |
| 110 - CREDIT CARD CLEARING FUND | 11,274.56 | 0.00 | 0.00 | 0.00 | -964.27 | 12,238.83 | 12,238.83 | 0.00 |
| 112 - JP CREDIT CARD CLEARING | 12,061.91 | 0.00 | 0.00 | 0.00 | -10,005.66 | 22,067.57 | 22,067.57 | 0.00 |
| 130 - LAW LIBRARY | 49,142.30 | 1,510.12 | 0.00 | -164.84 | 1,005.28 | 49,811.98 | 49,811.98 | 0.00 |
| 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND | 173.66 | 0.53 | 0.00 | 0.00 | 0.00 | 174.19 | 174.19 | 0.00 |
| 150 - COURTHOUSE SECURITY | 78,217.85 | 1,893.33 | 99.87 | -495.03 | 0.00 | 80,506.34 | 80,506.34 | 0.00 |
| 160 - RECORDS MANAGEMENT | 27,294.52 | 146.31 | 1.83 | -8.24 | 0.00 | 27,447.24 | 27,447.24 | 0.00 |
| 162 - COUNTY & DISTRICT COURT T | 8,561.06 | 50.39 | 0.00 | 0.00 | 0.00 | 8,611.45 | 8,611.45 | 0.00 |
| 165 - COURT RECORD PRESERVATION | 16,516.74 | 54.42 | 0.00 | 0.00 | 0.00 | 16,571.16 | 16,571.16 | 0.00 |
| 166 - DISTRICT COURT RECORDS TECHNOLOGY | 25,138.07 | 85.90 | 0.00 | 0.00 | 0.00 | 25,223.97 | 25,223.97 | 0.00 |
| 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION | 29,576.26 | 756.21 | 0.00 | 0.00 | 0.00 | 30,332.47 | 30,332.47 | 0.00 |
| 170 - COUNTY CLERK RECORDS PRES | 242,672.27 | 6,984.19 | 0.00 | -1,142.54 | 0.00 | 250,799.00 | 250,799.00 | 0.00 |
| 175 - ARCHIVE FEES | 513,753.88 | 6,946.81 | 0.00 | -310.11 | 0.00 | 521,010.80 | 521,010.80 | 0.00 |
| 180 - JUSTICE COURT TECHNOLOGY | 53,756.60 | 790.44 | 0.00 | -164.84 | 0.00 | 54,711.88 | 54,711.88 | 0.00 |
| 190 - V.I.T. INTEREST | 1,515.66 | 4.65 | 0.32 | 0.00 | 0.00 | 1,519.99 | 1,519.99 | 0.00 |
| 195 - ELECTION SERVICES CONTRAC | 33,035.99 | 101.37 | 0.00 | 0.00 | 0.00 | 33,137.36 | 33,137.36 | 0.00 |
| 200 - ROAD & BRIDGE | 988,818.61 | 2,509,920.58 | 426,736.37 | -498,183.80 | 2,417,086.32 | 1,153,100.30 | 1,153,100.30 | 0.00 |
| 252 - PANOLA COUNTY AUCTION PROCEEDS | 194.73 | 0.58 | 0.00 | 0.00 | 0.00 | 195.31 | 195.31 | 0.00 |
| 300 - FM & LATERAL | 95,158.33 | 234,630.11 | 121,778.82 | -222,931.30 | 246,480.18 | 184,460.74 | 184,460.74 | 0.00 |
| 410 - SUPERVISION | 17,923.86 | 16,584.54 | 12,988.10 | -11,990.53 | 1,339.06 | 32,171.77 | 32,171.77 | 0.00 |
| 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES | 5,360.04 | 0.00 | 1,975.49 | 0.00 | 0.00 | 3,384.55 | 3,384.55 | 0.00 |
| 481 - PANOLA COUNTY CSCD ADULT DRUG COURT | 35,792.08 | 171.82 | 80.00 | 0.00 | 1,025.00 | 34,858.90 | 34,858.90 | 0.00 |
| 520 - PANOLA JUVENILE PROBATION | 31,339.96 | 891.99 | 0.00 | 0.00 | 0.00 | 32,231.95 | 32,231.95 | 0.00 |
| 530 - JUVENILE TITLE IV-E | 45,376.30 | 90.35 | 0.00 | 0.00 | 0.00 | 45,466.65 | 45,466.65 | 0.00 |
| 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM | 1,408.11 | 0.00 | 0.00 | 0.00 | 0.00 | 1,408.11 | 1,408.11 | 0.00 |
| 560 - TJPC/A/183(REGULAR) | 64,222.29 | 0.00 | 3,033.23 | 0.00 | 340.00 | 60,849.06 | 60,849.06 | 0.00 |
| 572 - PROBATION PAYROLL FUND | 11,179.34 | 0.00 | 0.00 | 0.00 | 10,840.26 | 339.08 | 339.08 | 0.00 |
| 585 - LOCAL MATCH FUNDING/ CALE | 151,327.38 | 208,597.00 | 10,023.14 | 0.00 | 494.69 | 349,406.55 | 349,406.55 | 0.00 |
| 587 - STATE SALARY ADJUSTMENT F | 4,880.66 | 0.00 | 259.36 | 0.00 | 0.00 | 4,621.30 | 4,621.30 | 0.00 |
| 700 - HOT CHECK FEE | 14,697.23 | 0.00 | 0.00 | 0.00 | 0.00 | 14,697.23 | 14,697.23 | 0.00 |
| 720 - PRETRIAL INTERVENTION PROGRAM FUND | 30,123.49 | 593.97 | 0.00 | 0.00 | 0.00 | 30,717.46 | 30,717.46 | 0.00 |
| 800 - SHERIFF'S STATE FORFEITUR | 11,085.27 | 49.91 | 2,000.00 | -57.69 | 0.00 | 9,192.87 | 9,192.87 | 0.00 |
| 810 - JAIL COMMISSARY FUND | 54,033.11 | 658.93 | 0.00 | -4,076.68 | 0.00 | 58,768.72 | 58,768.72 | 0.00 |
| 813 - AMERICAN RESCUE PLAN FUND | 1,817,549.64 | 1,699,323.38 | 4,738.26 | 0.00 | 1,813,255.79 | 1,698,878.97 | 1,698,878.97 | 0.00 |
| 820 - D A FORFEITURE | 38,959.24 | 119.55 | 0.00 | 0.00 | 0.00 | 39,078.79 | 39,078.79 | 0.00 |
| 830 - STATE APPORTIONMENT - DA | 2,012.33 | 9,200.29 | 0.00 | 0.00 | 0.00 | 11,212.62 | 11,212.62 | 0.00 |
| 835 - STATE LONGEVITY PAY SUPPL | -125.82 | 182.98 | 182.98 | 182.98 | 0.00 | -308.80 | -308.80 | 0.00 |

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 6 of 23

Treasurers Report

Date Range: 01/01/2024 - 01/31/2024

| Fund | Beginning Cash Balance | Revenues | Expenses | Net Change Assets | Net Change Liabilities | Calculated Ending Balance | Actual Ending Balance | Calculated - Actual Ending |
|--|------------------------|----------------------|---------------------|----------------------|------------------------|---------------------------|-----------------------|----------------------------|
| 840 - CONST.PCT.2 STATE FORFEIT | 1,117.40 | 3.43 | 0.00 | 0.00 | 0.00 | 1,120.83 | 1,120.83 | 0.00 |
| 842 - CONST.PCT.1 STATE FORFEIT | 208.86 | 0.64 | 0.00 | 0.00 | 0.00 | 209.50 | 209.50 | 0.00 |
| 860 - SHERIFF FEDERAL FORFEITUR | 8,449.08 | 25.93 | 0.00 | 0.00 | 0.00 | 8,475.01 | 8,475.01 | 0.00 |
| 862 - CDA FEDERAL FORFEITURE | 63,229.58 | 194.03 | 0.00 | 0.00 | 0.00 | 63,423.61 | 63,423.61 | 0.00 |
| 866 - CONSTABLE PCT 2&3 FEDERAL | 341.61 | 1.05 | 0.00 | 0.00 | 0.00 | 342.66 | 342.66 | 0.00 |
| 873 - FAIRPLAY WSC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 881 - CHILD PROTECTIVE SERVICES | 42,203.98 | 173.34 | 5,895.00 | -164.84 | 0.00 | 36,647.16 | 36,647.16 | 0.00 |
| 882 - OPIOID SETTLEMENT FUND | 26,154.22 | 80.26 | 0.00 | 0.00 | 0.00 | 26,234.48 | 26,234.48 | 0.00 |
| 883 - HEALTH FUND | 573,389.17 | 5,033.97 | 1,918.00 | -8,596.26 | 1,057.30 | 584,044.10 | 584,044.10 | 0.00 |
| 885 - AIRPORT | 316,341.68 | 8,333.40 | 45,512.25 | -16,029.31 | 35.49 | 295,156.65 | 295,156.65 | 0.00 |
| 920 - ROAD BOND 1971 | 59,567.04 | 428.34 | 0.00 | -642.87 | 0.00 | 60,638.25 | 60,638.25 | 0.00 |
| 940 - PERMANENT IMPROVEMENT | 17,518.45 | 248.95 | 0.00 | -511.00 | 0.00 | 18,278.40 | 18,278.40 | 0.00 |
| 950 - JAIL IMPROVEMENT FUND | 496.51 | 1.52 | 0.00 | 0.00 | 0.00 | 498.03 | 498.03 | 0.00 |
| 968 - PANOLA COUNTY RETIREE HEA | 665,565.67 | 112,126.65 | 142,817.76 | -55,660.49 | 0.00 | 690,535.05 | 690,535.05 | 0.00 |
| 972 - PAYROLL FUND | 275,176.90 | 0.00 | 0.00 | 0.00 | 287,437.41 | -12,260.51 | -12,260.51 | 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 | 49,557.91 | 0.00 | 0.00 | -173.90 | 32,612.23 | 17,119.58 | 17,119.58 | 0.00 |
| 981 - CRIMINAL JUSTICE CIVIL | 9,457.01 | 0.00 | 0.00 | -268.00 | 6,108.66 | 3,616.35 | 3,616.35 | 0.00 |
| 982 - APPELLATE JUDICIAL FEES | 1,602.56 | 0.00 | 0.00 | 0.00 | 1,290.92 | 311.64 | 311.64 | 0.00 |
| Report Total: | 7,331,799.91 | 11,616,781.01 | 2,272,406.51 | -3,064,446.61 | 11,617,664.78 | 8,122,956.24 | 8,122,956.24 | 0.00 |


 A TRUE COPY
 I hereby certify
 Lindsey Smith
 DISTRICT CLERK
 PANOLA COUNTY, TEXAS
 Lora Brown, Chief Deputy
 Page 7 of 23



Budget Report Group Summary

For Fiscal: 2024 Period Ending: 01/31/2024

| RevCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| Fund: 100 - GENERAL | | | | | | |
| 310 - TAX RECEIPTS | 19,897,151.00 | 19,897,151.00 | 6,570,964.64 | 6,570,964.64 | -13,326,186.36 | 66.98% |
| 330 - INTERGOVERNMENTAL RECEIPTS | 503,892.00 | 503,892.00 | 41,964.71 | 41,964.71 | -461,927.29 | 91.67% |
| 340 - CHARGES FOR SERVICES | 816,200.00 | 816,200.00 | 93,773.09 | 93,773.09 | -722,426.91 | 88.51% |
| 360 - MISCELLANEOUS REVENUES | 854,507.00 | 854,507.00 | 83,086.41 | 83,086.41 | -771,420.59 | 90.28% |
| Fund: 100 - GENERAL Total: | 22,071,750.00 | 22,071,750.00 | 6,789,788.85 | 6,789,788.85 | -15,281,961.15 | 69.24% |
| Fund: 130 - LAW LIBRARY | | | | | | |
| 340 - CHARGES FOR SERVICES | 12,000.00 | 12,000.00 | 1,295.46 | 1,295.46 | -10,704.54 | 89.20% |
| 360 - MISCELLANEOUS REVENUES | 575.00 | 575.00 | 214.66 | 214.66 | -360.34 | 62.67% |
| Fund: 130 - LAW LIBRARY Total: | 12,575.00 | 12,575.00 | 1,510.12 | 1,510.12 | -11,064.88 | 87.99% |
| Fund: 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 1.00 | 1.00 | 0.53 | 0.53 | -0.47 | 47.00% |
| Fund: 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND T... | 1.00 | 1.00 | 0.53 | 0.53 | -0.47 | 47.00% |
| Fund: 150 - COURTHOUSE SECURITY | | | | | | |
| 340 - CHARGES FOR SERVICES | 24,784.00 | 24,784.00 | 1,466.46 | 1,466.46 | -23,317.54 | 94.08% |
| 360 - MISCELLANEOUS REVENUES | 1,942.00 | 1,942.00 | 426.87 | 426.87 | -1,515.13 | 78.02% |
| Fund: 150 - COURTHOUSE SECURITY Total: | 26,726.00 | 26,726.00 | 1,893.33 | 1,893.33 | -24,832.67 | 92.92% |
| Fund: 160 - RECORDS MANAGEMENT | | | | | | |
| 340 - CHARGES FOR SERVICES | 6,800.00 | 6,800.00 | 59.23 | 59.23 | -6,740.77 | 99.13% |
| 360 - MISCELLANEOUS REVENUES | 60.00 | 60.00 | 87.08 | 87.08 | 27.08 | 45.13% |
| Fund: 160 - RECORDS MANAGEMENT Total: | 6,860.00 | 6,860.00 | 146.31 | 146.31 | -6,713.69 | 97.87% |
| Fund: 162 - COUNTY & DISTRICT COURT T | | | | | | |
| 340 - CHARGES FOR SERVICES | 150.00 | 150.00 | 24.05 | 24.05 | -125.95 | 83.97% |
| 360 - MISCELLANEOUS REVENUES | 1.00 | 1.00 | 26.34 | 26.34 | 25.34 | 2,534.00% |
| Fund: 162 - COUNTY & DISTRICT COURT T Total: | 151.00 | 151.00 | 50.39 | 50.39 | -100.61 | 66.63% |
| Fund: 165 - COURT RECORD PRESERVATION | | | | | | |
| 340 - CHARGES FOR SERVICES | 1,790.00 | 1,790.00 | 3.73 | 3.73 | -1,786.27 | 99.79% |
| 360 - MISCELLANEOUS REVENUES | 10.00 | 10.00 | 50.69 | 50.69 | 40.69 | 406.90% |
| Fund: 165 - COURT RECORD PRESERVATION Total: | 1,800.00 | 1,800.00 | 54.42 | 54.42 | -1,745.58 | 96.98% |
| Fund: 166 - DISTRICT COURT RECORDS TECHNOLOGY | | | | | | |
| 340 - CHARGES FOR SERVICES | 600.00 | 600.00 | 8.73 | 8.73 | -591.27 | 98.55% |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 77.17 | 77.17 | 77.17 | 0.00% |
| Fund: 166 - DISTRICT COURT RECORDS TECHNOLOGY Total: | 600.00 | 600.00 | 85.90 | 85.90 | -514.10 | 85.68% |
| Fund: 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVAT... | | | | | | |
| 340 - CHARGES FOR SERVICES | 600.00 | 600.00 | 663.42 | 663.42 | 63.42 | 10.57% |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 92.79 | 92.79 | 92.79 | 0.00% |
| Fund: 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVAT... | 600.00 | 600.00 | 756.21 | 756.21 | 156.21 | 26.04% |
| Fund: 170 - COUNTY CLERK RECORDS PRES | | | | | | |
| 340 - CHARGES FOR SERVICES | 121,350.00 | 121,350.00 | 5,849.56 | 5,849.56 | -115,500.44 | 95.18% |
| 360 - MISCELLANEOUS REVENUES | 4,050.00 | 4,050.00 | 1,134.63 | 1,134.63 | -2,915.37 | 71.98% |
| Fund: 170 - COUNTY CLERK RECORDS PRES Total: | 125,400.00 | 125,400.00 | 6,984.19 | 6,984.19 | -118,415.81 | 94.43% |
| Fund: 175 - ARCHIVE FEES | | | | | | |
| 340 - CHARGES FOR SERVICES | 35,000.00 | 35,000.00 | 5,300.00 | 5,300.00 | -29,700.00 | 84.86% |
| 360 - MISCELLANEOUS REVENUES | 554.00 | 554.00 | 1,646.81 | 1,646.81 | 1,092.81 | 197.26% |
| Fund: 175 - ARCHIVE FEES Total: | 35,554.00 | 35,554.00 | 6,946.81 | 6,946.81 | -28,607.19 | 80.46% |
| Fund: 180 - JUSTICE COURT TECHNOLOGY | | | | | | |
| 340 - CHARGES FOR SERVICES | 4,488.00 | 4,488.00 | 560.80 | 560.80 | -3,927.20 | 87.50% |

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 8 of 23

Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

| RevCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| 360 - MISCELLANEOUS REVENUES | 694.00 | 694.00 | 229.64 | 229.64 | -464.36 | 66.91% |
| Fund: 180 - JUSTICE COURT TECHNOLOGY Total: | 5,182.00 | 5,182.00 | 790.44 | 790.44 | -4,391.56 | 84.75% |
| Fund: 190 - V.I.T. INTEREST | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 100.00 | 100.00 | 4.65 | 4.65 | -95.35 | 95.35% |
| Fund: 190 - V.I.T. INTEREST Total: | 100.00 | 100.00 | 4.65 | 4.65 | -95.35 | 95.35% |
| Fund: 195 - ELECTION SERVICES CONTRAC | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 101.37 | 101.37 | 101.37 | 0.00% |
| Fund: 195 - ELECTION SERVICES CONTRAC Total: | 0.00 | 0.00 | 101.37 | 101.37 | 101.37 | 0.00% |
| Fund: 200 - ROAD & BRIDGE | | | | | | |
| 310 - TAX RECEIPTS | 7,021,614.00 | 7,021,614.00 | 2,318,863.90 | 2,318,863.90 | -4,702,750.10 | 66.98% |
| 321 - VEHICLE TAXES & LICENSES | 350,000.00 | 350,000.00 | 0.00 | 0.00 | -350,000.00 | 100.00% |
| 330 - INTERGOVERNMENTAL RECEIPTS | 74,000.00 | 74,000.00 | 0.00 | 0.00 | -74,000.00 | 100.00% |
| 350 - FINES | 354,000.00 | 354,000.00 | 27,220.86 | 27,220.86 | -326,779.14 | 92.31% |
| 360 - MISCELLANEOUS REVENUES | 252,080.00 | 294,580.00 | 163,835.82 | 163,835.82 | -130,744.18 | 44.38% |
| Fund: 200 - ROAD & BRIDGE Total: | 8,051,694.00 | 8,094,194.00 | 2,509,920.58 | 2,509,920.58 | -5,584,273.42 | 68.99% |
| Fund: 252 - PANOLA COUNTY AUCTION PROCEEDS | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 0.58 | 0.58 | 0.58 | 0.00% |
| Fund: 252 - PANOLA COUNTY AUCTION PROCEEDS Total: | 0.00 | 0.00 | 0.58 | 0.58 | 0.58 | 0.00% |
| Fund: 300 - FM & LATERAL | | | | | | |
| 310 - TAX RECEIPTS | 699,822.00 | 699,822.00 | 231,605.63 | 231,605.63 | -468,216.37 | 66.91% |
| 360 - MISCELLANEOUS REVENUES | 21,674.00 | 21,674.00 | 3,024.48 | 3,024.48 | -18,649.52 | 86.05% |
| Fund: 300 - FM & LATERAL Total: | 721,496.00 | 721,496.00 | 234,630.11 | 234,630.11 | -486,865.89 | 67.48% |
| Fund: 700 - HOT CHECK FEE | | | | | | |
| 340 - CHARGES FOR SERVICES | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00% |
| Fund: 700 - HOT CHECK FEE Total: | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00% |
| Fund: 720 - PRETRIAL INTERVENTION PROGRAM FUND | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 0.00 | 0.00 | 500.00 | 500.00 | 500.00 | 0.00% |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 93.97 | 93.97 | 93.97 | 0.00% |
| Fund: 720 - PRETRIAL INTERVENTION PROGRAM FUND Total: | 0.00 | 0.00 | 593.97 | 593.97 | 593.97 | 0.00% |
| Fund: 800 - SHERIFF'S STATE FORFEITUR | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 49.91 | 49.91 | 49.91 | 0.00% |
| Fund: 800 - SHERIFF'S STATE FORFEITUR Total: | 0.00 | 0.00 | 49.91 | 49.91 | 49.91 | 0.00% |
| Fund: 810 - JAIL COMMISSARY FUND | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 658.93 | 658.93 | 658.93 | 0.00% |
| Fund: 810 - JAIL COMMISSARY FUND Total: | 0.00 | 0.00 | 658.93 | 658.93 | 658.93 | 0.00% |
| Fund: 813 - AMERICAN RESCUE PLAN FUND | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 0.00 | 51,000.00 | 1,694,048.09 | 1,694,048.09 | 1,643,048.09 | 3,221.66% |
| 360 - MISCELLANEOUS REVENUES | 10,000.00 | 10,000.00 | 5,275.29 | 5,275.29 | -4,724.71 | 47.25% |
| Fund: 813 - AMERICAN RESCUE PLAN FUND Total: | 10,000.00 | 61,000.00 | 1,699,323.38 | 1,699,323.38 | 1,638,323.38 | 2,685.78% |
| Fund: 820 - D A FORFEITURE | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 119.55 | 119.55 | 119.55 | 0.00% |
| Fund: 820 - D A FORFEITURE Total: | 0.00 | 0.00 | 119.55 | 119.55 | 119.55 | 0.00% |
| Fund: 830 - STATE APPORTIONMENT - DA | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 27,498.00 | 27,498.00 | 9,165.99 | 9,165.99 | -18,332.01 | 66.67% |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 34.30 | 34.30 | 34.30 | 0.00% |
| Fund: 830 - STATE APPORTIONMENT - DA Total: | 27,498.00 | 27,498.00 | 9,200.29 | 9,200.29 | -18,297.71 | 66.54% |
| Fund: 835 - STATE LONGEVITY PAY SUPPL | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 3,360.00 | 3,360.00 | 0.00 | 0.00 | -3,360.00 | 100.00% |
| Fund: 835 - STATE LONGEVITY PAY SUPPL Total: | 3,360.00 | 3,360.00 | 0.00 | 0.00 | -3,360.00 | 100.00% |
| Fund: 840 - CONST.PCT.2 STATE FORFEIT | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 3.43 | 3.43 | 3.43 | 0.00% |
| Fund: 840 - CONST.PCT.2 STATE FORFEIT Total: | 0.00 | 0.00 | 3.43 | 3.43 | 3.43 | 0.00% |

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 9 of 23

Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

| RevCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|----------------------|----------------------|--|----------------------|
| Fund: 842 - CONST.PCT.1 STATE FORFEIT | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 0.64 | 0.64 | 0.64 | 0.00% |
| Fund: 842 - CONST.PCT.1 STATE FORFEIT Total: | 0.00 | 0.00 | 0.64 | 0.64 | 0.64 | 0.00% |
| Fund: 860 - SHERIFF FEDERAL FORFEITUR | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 25.93 | 25.93 | 25.93 | 0.00% |
| Fund: 860 - SHERIFF FEDERAL FORFEITUR Total: | 0.00 | 0.00 | 25.93 | 25.93 | 25.93 | 0.00% |
| Fund: 862 - CDA FEDERAL FORFEITURE | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 194.03 | 194.03 | 194.03 | 0.00% |
| Fund: 862 - CDA FEDERAL FORFEITURE Total: | 0.00 | 0.00 | 194.03 | 194.03 | 194.03 | 0.00% |
| Fund: 866 - CONSTABLE PCT 2&3 FEDERAL | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 1.05 | 1.05 | 1.05 | 0.00% |
| Fund: 866 - CONSTABLE PCT 2&3 FEDERAL Total: | 0.00 | 0.00 | 1.05 | 1.05 | 1.05 | 0.00% |
| Fund: 881 - CHILD PROTECTIVE SERVICES | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 30,000.00 | 30,000.00 | 173.34 | 173.34 | -29,826.66 | 99.42% |
| Fund: 881 - CHILD PROTECTIVE SERVICES Total: | 30,000.00 | 30,000.00 | 173.34 | 173.34 | -29,826.66 | 99.42% |
| Fund: 882 - OPIOID SETTLEMENT FUND | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 80.26 | 80.26 | 80.26 | 0.00% |
| Fund: 882 - OPIOID SETTLEMENT FUND Total: | 0.00 | 0.00 | 80.26 | 80.26 | 80.26 | 0.00% |
| Fund: 883 - HEALTH FUND | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 25,000.00 | 25,000.00 | 0.00 | 0.00 | -25,000.00 | 100.00% |
| 360 - MISCELLANEOUS REVENUES | 25,000.00 | 25,000.00 | 5,033.97 | 5,033.97 | -19,966.03 | 79.86% |
| Fund: 883 - HEALTH FUND Total: | 50,000.00 | 50,000.00 | 5,033.97 | 5,033.97 | -44,966.03 | 89.93% |
| Fund: 885 - AIRPORT | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 95,810.00 | 95,810.00 | 8,333.40 | 8,333.40 | -87,476.60 | 91.30% |
| Fund: 885 - AIRPORT Total: | 95,810.00 | 95,810.00 | 8,333.40 | 8,333.40 | -87,476.60 | 91.30% |
| Fund: 920 - ROAD BOND 1971 | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 1,250.00 | 1,250.00 | 428.34 | 428.34 | -821.66 | 65.73% |
| Fund: 920 - ROAD BOND 1971 Total: | 1,250.00 | 1,250.00 | 428.34 | 428.34 | -821.66 | 65.73% |
| Fund: 940 - PERMANENT IMPROVEMENT | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 1,000.00 | 1,000.00 | 248.95 | 248.95 | -751.05 | 75.11% |
| Fund: 940 - PERMANENT IMPROVEMENT Total: | 1,000.00 | 1,000.00 | 248.95 | 248.95 | -751.05 | 75.11% |
| Fund: 950 - JAIL IMPROVEMENT FUND | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 1.00 | 1.00 | 1.52 | 1.52 | 0.52 | 52.00% |
| Fund: 950 - JAIL IMPROVEMENT FUND Total: | 1.00 | 1.00 | 1.52 | 1.52 | 0.52 | 52.00% |
| Fund: 968 - PANOLA COUNTY RETIREE HEA | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 49,000.00 | 49,000.00 | 0.00 | 0.00 | -49,000.00 | 100.00% |
| 360 - MISCELLANEOUS REVENUES | 2,188,437.00 | 2,188,437.00 | 112,126.65 | 112,126.65 | -2,076,310.35 | 94.88% |
| Fund: 968 - PANOLA COUNTY RETIREE HEA Total: | 2,237,437.00 | 2,237,437.00 | 112,126.65 | 112,126.65 | -2,125,310.35 | 94.99% |
| Report Total: | 33,517,445.00 | 33,610,945.00 | 11,390,262.33 | 11,390,262.33 | -22,220,682.67 | 66.11% |

A TRUE COPY
 I hereby certify
 Lindsey Smith
 DISTRICT CLERK
 PANOLA COUNTY, TEXAS
 Lora Brown, Chief Deputy
 Page 10 of 23

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---------------------------------|--------------------------|-------------------------|----------------------|----------------------|--|----------------------|
| 100 - GENERAL | 22,071,750.00 | 22,071,750.00 | 6,789,788.85 | 6,789,788.85 | -15,281,961.15 | 69.24% |
| 130 - LAW LIBRARY | 12,575.00 | 12,575.00 | 1,510.12 | 1,510.12 | -11,064.88 | 87.99% |
| 140 - COUNTY JUVENILE DELINQUI | 1.00 | 1.00 | 0.53 | 0.53 | -0.47 | 47.00% |
| 150 - COURTHOUSE SECURITY | 26,726.00 | 26,726.00 | 1,893.33 | 1,893.33 | -24,832.67 | 92.92% |
| 160 - RECORDS MANAGEMENT | 6,860.00 | 6,860.00 | 146.31 | 146.31 | -6,713.69 | 97.87% |
| 162 - COUNTY & DISTRICT COURT | 151.00 | 151.00 | 50.39 | 50.39 | -100.61 | 66.63% |
| 165 - COURT RECORD PRESERVATI | 1,800.00 | 1,800.00 | 54.42 | 54.42 | -1,745.58 | 96.98% |
| 166 - DISTRICT COURT RECORDS T | 600.00 | 600.00 | 85.90 | 85.90 | -514.10 | 85.68% |
| 168 - DISTRICT CLERK RECORDS M. | 600.00 | 600.00 | 756.21 | 756.21 | 156.21 | 26.04% |
| 170 - COUNTY CLERK RECORDS PR | 125,400.00 | 125,400.00 | 6,984.19 | 6,984.19 | -118,415.81 | 94.43% |
| 175 - ARCHIVE FEES | 35,554.00 | 35,554.00 | 6,946.81 | 6,946.81 | -28,607.19 | 80.46% |
| 180 - JUSTICE COURT TECHNOLOG | 5,182.00 | 5,182.00 | 790.44 | 790.44 | -4,391.56 | 84.75% |
| 190 - V.I.T. INTEREST | 100.00 | 100.00 | 4.65 | 4.65 | -95.35 | 95.35% |
| 195 - ELECTION SERVICES CONTRA | 0.00 | 0.00 | 101.37 | 101.37 | 101.37 | 0.00% |
| 200 - ROAD & BRIDGE | 8,051,694.00 | 8,094,194.00 | 2,509,920.58 | 2,509,920.58 | -5,584,273.42 | 68.99% |
| 252 - PANOLA COUNTY AUCTION I | 0.00 | 0.00 | 0.58 | 0.58 | 0.58 | 0.00% |
| 300 - FM & LATERAL | 721,496.00 | 721,496.00 | 234,630.11 | 234,630.11 | -486,865.89 | 67.48% |
| 700 - HOT CHECK FEE | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00% |
| 720 - PRETRIAL INTERVENTION PR | 0.00 | 0.00 | 593.97 | 593.97 | 593.97 | 0.00% |
| 800 - SHERIFF'S STATE FORFEITUR | 0.00 | 0.00 | 49.91 | 49.91 | 49.91 | 0.00% |
| 810 - JAIL COMMISSARY FUND | 0.00 | 0.00 | 658.93 | 658.93 | 658.93 | 0.00% |
| 813 - AMERICAN RESCUE PLAN FU | 10,000.00 | 61,000.00 | 1,699,323.38 | 1,699,323.38 | 1,638,323.38 | 2,685.78% |
| 820 - D A FORFEITURE | 0.00 | 0.00 | 119.55 | 119.55 | 119.55 | 0.00% |
| 830 - STATE APPORTIONMENT - D, | 27,498.00 | 27,498.00 | 9,200.29 | 9,200.29 | -18,297.71 | 66.54% |
| 835 - STATE LONGEVITY PAY SUPP | 3,360.00 | 3,360.00 | 0.00 | 0.00 | -3,360.00 | 100.00% |
| 840 - CONST.PCT.2 STATE FORFEIT | 0.00 | 0.00 | 3.43 | 3.43 | 3.43 | 0.00% |
| 842 - CONST.PCT.1 STATE FORFEIT | 0.00 | 0.00 | 0.64 | 0.64 | 0.64 | 0.00% |
| 860 - SHERIFF FEDERAL FORFEITUF | 0.00 | 0.00 | 25.93 | 25.93 | 25.93 | 0.00% |
| 862 - CDA FEDERAL FORFEITURE | 0.00 | 0.00 | 194.03 | 194.03 | 194.03 | 0.00% |
| 866 - CONSTABLE PCT 2&3 FEDER/ | 0.00 | 0.00 | 1.05 | 1.05 | 1.05 | 0.00% |
| 881 - CHILD PROTECTIVE SERVICES | 30,000.00 | 30,000.00 | 173.34 | 173.34 | -29,826.66 | 99.42% |
| 882 - OPIOID SETTLEMENT FUND | 0.00 | 0.00 | 80.26 | 80.26 | 80.26 | 0.00% |
| 883 - HEALTH FUND | 50,000.00 | 50,000.00 | 5,033.97 | 5,033.97 | -44,966.03 | 89.93% |
| 885 - AIRPORT | 95,810.00 | 95,810.00 | 8,333.40 | 8,333.40 | -87,476.60 | 91.30% |
| 920 - ROAD BOND 1971 | 1,250.00 | 1,250.00 | 428.34 | 428.34 | -821.66 | 65.73% |
| 940 - PERMANENT IMPROVEMENT | 1,000.00 | 1,000.00 | 248.95 | 248.95 | -751.05 | 75.11% |
| 950 - JAIL IMPROVEMENT FUND | 1.00 | 1.00 | 1.52 | 1.52 | 0.52 | 52.00% |
| 968 - PANOLA COUNTY RETIREE HI | 2,237,437.00 | 2,237,437.00 | 112,126.65 | 112,126.65 | -2,125,310.35 | 94.99% |
| Report Total: | 33,517,445.00 | 33,610,945.00 | 11,390,262.33 | 11,390,262.33 | -22,220,682.67 | 66.11% |



Budget Report Group Summary

For Fiscal: 2024 Period Ending: 01/31/2024

| ExpCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| Fund: 100 - GENERAL | | | | | | |
| 510 - PERSONAL SERVICES | 7,503,874.00 | 7,567,931.00 | 278,300.79 | 278,300.79 | 7,289,630.21 | 96.32% |
| 520 - BENEFITS | 6,443,367.00 | 6,503,369.00 | 295,832.59 | 295,832.59 | 6,207,536.41 | 95.45% |
| 530 - SUPPLIES | 336,239.00 | 336,249.00 | 9,054.34 | 9,054.34 | 327,194.66 | 97.31% |
| 540 - OTHER SERVICES AND CHARGES | 6,015,952.00 | 5,863,035.00 | 898,888.61 | 898,888.61 | 4,964,146.39 | 84.67% |
| 550 - CAPITAL OUTLAY | 4,804,156.00 | 4,833,004.00 | 10,289.40 | 10,289.40 | 4,822,714.60 | 99.79% |
| Fund: 100 - GENERAL Total: | 25,103,588.00 | 25,103,588.00 | 1,492,365.73 | 1,492,365.73 | 23,611,222.27 | 94.06% |
| Fund: 130 - LAW LIBRARY | | | | | | |
| 530 - SUPPLIES | 12,575.00 | 12,575.00 | 0.00 | 0.00 | 12,575.00 | 100.00% |
| Fund: 130 - LAW LIBRARY Total: | 12,575.00 | 12,575.00 | 0.00 | 0.00 | 12,575.00 | 100.00% |
| Fund: 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| Fund: 140 - COUNTY JUVENILE DELINQUENCY PREVENTION FUND T... | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| Fund: 150 - COURTHOUSE SECURITY | | | | | | |
| 510 - PERSONAL SERVICES | 20,046.00 | 20,046.00 | 0.00 | 0.00 | 20,046.00 | 100.00% |
| 520 - BENEFITS | 6,680.00 | 6,680.00 | 99.87 | 99.87 | 6,580.13 | 98.50% |
| Fund: 150 - COURTHOUSE SECURITY Total: | 26,726.00 | 26,726.00 | 99.87 | 99.87 | 26,626.13 | 99.63% |
| Fund: 160 - RECORDS MANAGEMENT | | | | | | |
| 510 - PERSONAL SERVICES | 4,118.00 | 4,118.00 | 0.00 | 0.00 | 4,118.00 | 100.00% |
| 520 - BENEFITS | 742.00 | 742.00 | 1.83 | 1.83 | 740.17 | 99.75% |
| 540 - OTHER SERVICES AND CHARGES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00% |
| Fund: 160 - RECORDS MANAGEMENT Total: | 6,860.00 | 6,860.00 | 1.83 | 1.83 | 6,858.17 | 99.97% |
| Fund: 162 - COUNTY & DISTRICT COURT T | | | | | | |
| 550 - CAPITAL OUTLAY | 151.00 | 151.00 | 0.00 | 0.00 | 151.00 | 100.00% |
| Fund: 162 - COUNTY & DISTRICT COURT T Total: | 151.00 | 151.00 | 0.00 | 0.00 | 151.00 | 100.00% |
| Fund: 165 - COURT RECORD PRESERVATION | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 1,800.00 | 1,800.00 | 0.00 | 0.00 | 1,800.00 | 100.00% |
| Fund: 165 - COURT RECORD PRESERVATION Total: | 1,800.00 | 1,800.00 | 0.00 | 0.00 | 1,800.00 | 100.00% |
| Fund: 166 - DISTRICT COURT RECORDS TECHNOLOGY | | | | | | |
| 550 - CAPITAL OUTLAY | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| Fund: 166 - DISTRICT COURT RECORDS TECHNOLOGY Total: | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| Fund: 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVAT... | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| Fund: 168 - DISTRICT CLERK RECORDS MANAGEMENT & PRESERVAT... | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| Fund: 170 - COUNTY CLERK RECORDS PRES | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 125,400.00 | 125,400.00 | 0.00 | 0.00 | 125,400.00 | 100.00% |
| Fund: 170 - COUNTY CLERK RECORDS PRES Total: | 125,400.00 | 125,400.00 | 0.00 | 0.00 | 125,400.00 | 100.00% |
| Fund: 175 - ARCHIVE FEES | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 35,554.00 | 35,554.00 | 0.00 | 0.00 | 35,554.00 | 100.00% |
| Fund: 175 - ARCHIVE FEES Total: | 35,554.00 | 35,554.00 | 0.00 | 0.00 | 35,554.00 | 100.00% |
| Fund: 180 - JUSTICE COURT TECHNOLOGY | | | | | | |
| 550 - CAPITAL OUTLAY | 5,182.00 | 5,182.00 | 0.00 | 0.00 | 5,182.00 | 100.00% |
| Fund: 180 - JUSTICE COURT TECHNOLOGY Total: | 5,182.00 | 5,182.00 | 0.00 | 0.00 | 5,182.00 | 100.00% |
| Fund: 190 - V.I.T. INTEREST | | | | | | |
| 510 - PERSONAL SERVICES | 713.00 | 713.00 | 0.00 | 0.00 | 713.00 | 100.00% |
| 520 - BENEFITS | 315.00 | 315.00 | 0.32 | 0.32 | 314.68 | 99.90% |
| Fund: 190 - V.I.T. INTEREST Total: | 1,028.00 | 1,028.00 | 0.32 | 0.32 | 1,027.68 | 99.97% |

Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

| ExpCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 200 - ROAD & BRIDGE | | | | | | |
| 510 - PERSONAL SERVICES | 2,158,171.00 | 2,158,171.00 | 72,143.26 | 72,143.26 | 2,086,027.74 | 96.66% |
| 520 - BENEFITS | 1,910,029.00 | 1,910,029.00 | 86,975.24 | 86,975.24 | 1,823,053.76 | 95.45% |
| 530 - SUPPLIES | 860,076.00 | 865,076.00 | 75,899.94 | 75,899.94 | 789,176.06 | 91.23% |
| 540 - OTHER SERVICES AND CHARGES | 950,006.00 | 864,006.00 | 0.00 | 0.00 | 864,006.00 | 100.00% |
| 550 - CAPITAL OUTLAY | 3,046,758.00 | 3,170,258.00 | 191,717.93 | 191,717.93 | 2,978,540.07 | 93.95% |
| Fund: 200 - ROAD & BRIDGE Total: | 8,925,040.00 | 8,967,540.00 | 426,736.37 | 426,736.37 | 8,540,803.63 | 95.24% |
| Fund: 300 - FM & LATERAL | | | | | | |
| 510 - PERSONAL SERVICES | 96,570.00 | 96,772.00 | 3,625.60 | 3,625.60 | 93,146.40 | 96.25% |
| 520 - BENEFITS | 126,776.00 | 127,315.00 | 4,076.88 | 4,076.88 | 123,238.12 | 96.80% |
| 530 - SUPPLIES | 81,000.00 | 81,000.00 | 9,822.73 | 9,822.73 | 71,177.27 | 87.87% |
| 540 - OTHER SERVICES AND CHARGES | 554,150.00 | 552,840.00 | 102,762.35 | 102,762.35 | 450,077.65 | 81.41% |
| 550 - CAPITAL OUTLAY | 83,000.00 | 83,569.00 | 1,491.26 | 1,491.26 | 82,077.74 | 98.22% |
| Fund: 300 - FM & LATERAL Total: | 941,496.00 | 941,496.00 | 121,778.82 | 121,778.82 | 819,717.18 | 87.07% |
| Fund: 700 - HOT CHECK FEE | | | | | | |
| 510 - PERSONAL SERVICES | 2,830.00 | 2,830.00 | 0.00 | 0.00 | 2,830.00 | 100.00% |
| Fund: 700 - HOT CHECK FEE Total: | 2,830.00 | 2,830.00 | 0.00 | 0.00 | 2,830.00 | 100.00% |
| Fund: 800 - SHERIFF'S STATE FORFEITUR | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 0.00 | 5,000.00 | 2,000.00 | 2,000.00 | 3,000.00 | 60.00% |
| Fund: 800 - SHERIFF'S STATE FORFEITUR Total: | 0.00 | 5,000.00 | 2,000.00 | 2,000.00 | 3,000.00 | 60.00% |
| Fund: 813 - AMERICAN RESCUE PLAN FUND | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 179,495.00 | 179,495.00 | 0.00 | 0.00 | 179,495.00 | 100.00% |
| 550 - CAPITAL OUTLAY | 800,000.00 | 851,000.00 | 4,738.26 | 4,738.26 | 846,261.74 | 99.44% |
| Fund: 813 - AMERICAN RESCUE PLAN FUND Total: | 979,495.00 | 1,030,495.00 | 4,738.26 | 4,738.26 | 1,025,756.74 | 99.54% |
| Fund: 820 - D A FORFEITURE | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 3,700.00 | 10,600.00 | 0.00 | 0.00 | 10,600.00 | 100.00% |
| Fund: 820 - D A FORFEITURE Total: | 3,700.00 | 10,600.00 | 0.00 | 0.00 | 10,600.00 | 100.00% |
| Fund: 830 - STATE APPORTIONMENT - DA | | | | | | |
| 510 - PERSONAL SERVICES | 27,498.00 | 27,498.00 | 0.00 | 0.00 | 27,498.00 | 100.00% |
| Fund: 830 - STATE APPORTIONMENT - DA Total: | 27,498.00 | 27,498.00 | 0.00 | 0.00 | 27,498.00 | 100.00% |
| Fund: 835 - STATE LONGEVITY PAY SUPPL | | | | | | |
| 510 - PERSONAL SERVICES | 3,360.00 | 3,360.00 | 129.23 | 129.23 | 3,230.77 | 96.15% |
| 520 - BENEFITS | 0.00 | 0.00 | 53.75 | 53.75 | -53.75 | 0.00% |
| Fund: 835 - STATE LONGEVITY PAY SUPPL Total: | 3,360.00 | 3,360.00 | 182.98 | 182.98 | 3,177.02 | 94.55% |
| Fund: 862 - CDA FEDERAL FORFEITURE | | | | | | |
| 550 - CAPITAL OUTLAY | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00% |
| Fund: 862 - CDA FEDERAL FORFEITURE Total: | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00% |
| Fund: 881 - CHILD PROTECTIVE SERVICES | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 58,000.00 | 58,000.00 | 5,895.00 | 5,895.00 | 52,105.00 | 89.84% |
| Fund: 881 - CHILD PROTECTIVE SERVICES Total: | 58,000.00 | 58,000.00 | 5,895.00 | 5,895.00 | 52,105.00 | 89.84% |
| Fund: 883 - HEALTH FUND | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 50,000.00 | 50,000.00 | 1,918.00 | 1,918.00 | 48,082.00 | 96.16% |
| Fund: 883 - HEALTH FUND Total: | 50,000.00 | 50,000.00 | 1,918.00 | 1,918.00 | 48,082.00 | 96.16% |
| Fund: 885 - AIRPORT | | | | | | |
| 540 - OTHER SERVICES AND CHARGES | 115,000.00 | 115,000.00 | 45,512.25 | 45,512.25 | 69,487.75 | 60.42% |
| 550 - CAPITAL OUTLAY | 270,050.00 | 270,050.00 | 0.00 | 0.00 | 270,050.00 | 100.00% |
| Fund: 885 - AIRPORT Total: | 385,050.00 | 385,050.00 | 45,512.25 | 45,512.25 | 339,537.75 | 88.18% |
| Fund: 920 - ROAD BOND 1971 | | | | | | |
| 550 - CAPITAL OUTLAY | 1,250.00 | 1,250.00 | 0.00 | 0.00 | 1,250.00 | 100.00% |
| Fund: 920 - ROAD BOND 1971 Total: | 1,250.00 | 1,250.00 | 0.00 | 0.00 | 1,250.00 | 100.00% |
| Fund: 940 - PERMANENT IMPROVEMENT | | | | | | |
| 550 - CAPITAL OUTLAY | 231,000.00 | 231,000.00 | 0.00 | 0.00 | 231,000.00 | 100.00% |
| Fund: 940 - PERMANENT IMPROVEMENT Total: | 231,000.00 | 231,000.00 | 0.00 | 0.00 | 231,000.00 | 100.00% |

Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

| ExpCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|---|--------------------------|-------------------------|---------------------|---------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| Fund: 950 - JAIL IMPROVEMENT FUND | | | | | | |
| 550 - CAPITAL OUTLAY | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| Fund: 950 - JAIL IMPROVEMENT FUND Total: | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| Fund: 968 - PANOLA COUNTY RETIREE HEA | | | | | | |
| 520 - BENEFITS | 2,237,437.00 | 2,237,437.00 | 142,817.76 | 142,817.76 | 2,094,619.24 | 93.62% |
| Fund: 968 - PANOLA COUNTY RETIREE HEA Total: | 2,237,437.00 | 2,237,437.00 | 142,817.76 | 142,817.76 | 2,094,619.24 | 93.62% |
| Report Total: | 39,176,222.00 | 39,281,622.00 | 2,244,047.19 | 2,244,047.19 | 37,037,574.81 | 94.29% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---------------------------------|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| 100 - GENERAL | 25,103,588.00 | 25,103,588.00 | 1,492,365.73 | 1,492,365.73 | 23,611,222.27 | 94.06% |
| 130 - LAW LIBRARY | 12,575.00 | 12,575.00 | 0.00 | 0.00 | 12,575.00 | 100.00% |
| 140 - COUNTY JUVENILE DELINQUI | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| 150 - COURTHOUSE SECURITY | 26,726.00 | 26,726.00 | 99.87 | 99.87 | 26,626.13 | 99.63% |
| 160 - RECORDS MANAGEMENT | 6,860.00 | 6,860.00 | 1.83 | 1.83 | 6,858.17 | 99.97% |
| 162 - COUNTY & DISTRICT COURT | 151.00 | 151.00 | 0.00 | 0.00 | 151.00 | 100.00% |
| 165 - COURT RECORD PRESERVATI | 1,800.00 | 1,800.00 | 0.00 | 0.00 | 1,800.00 | 100.00% |
| 166 - DISTRICT COURT RECORDS T | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| 168 - DISTRICT CLERK RECORDS M. | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00% |
| 170 - COUNTY CLERK RECORDS PR | 125,400.00 | 125,400.00 | 0.00 | 0.00 | 125,400.00 | 100.00% |
| 175 - ARCHIVE FEES | 35,554.00 | 35,554.00 | 0.00 | 0.00 | 35,554.00 | 100.00% |
| 180 - JUSTICE COURT TECHNOLOG | 5,182.00 | 5,182.00 | 0.00 | 0.00 | 5,182.00 | 100.00% |
| 190 - V.I.T. INTEREST | 1,028.00 | 1,028.00 | 0.32 | 0.32 | 1,027.68 | 99.97% |
| 200 - ROAD & BRIDGE | 8,925,040.00 | 8,967,540.00 | 426,736.37 | 426,736.37 | 8,540,803.63 | 95.24% |
| 300 - FM & LATERAL | 941,496.00 | 941,496.00 | 121,778.82 | 121,778.82 | 819,717.18 | 87.07% |
| 700 - HOT CHECK FEE | 2,830.00 | 2,830.00 | 0.00 | 0.00 | 2,830.00 | 100.00% |
| 800 - SHERIFF'S STATE FORFEITUR | 0.00 | 5,000.00 | 2,000.00 | 2,000.00 | 3,000.00 | 60.00% |
| 813 - AMERICAN RESCUE PLAN FU | 979,495.00 | 1,030,495.00 | 4,738.26 | 4,738.26 | 1,025,756.74 | 99.54% |
| 820 - D A FORFEITURE | 3,700.00 | 10,600.00 | 0.00 | 0.00 | 10,600.00 | 100.00% |
| 830 - STATE APPORTIONMENT - D, | 27,498.00 | 27,498.00 | 0.00 | 0.00 | 27,498.00 | 100.00% |
| 835 - STATE LONGEVITY PAY SUPP | 3,360.00 | 3,360.00 | 182.98 | 182.98 | 3,177.02 | 94.55% |
| 862 - CDA FEDERAL FORFEITURE | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00% |
| 881 - CHILD PROTECTIVE SERVICES | 58,000.00 | 58,000.00 | 5,895.00 | 5,895.00 | 52,105.00 | 89.84% |
| 883 - HEALTH FUND | 50,000.00 | 50,000.00 | 1,918.00 | 1,918.00 | 48,082.00 | 96.16% |
| 885 - AIRPORT | 385,050.00 | 385,050.00 | 45,512.25 | 45,512.25 | 339,537.75 | 88.18% |
| 920 - ROAD BOND 1971 | 1,250.00 | 1,250.00 | 0.00 | 0.00 | 1,250.00 | 100.00% |
| 940 - PERMANENT IMPROVEMENT | 231,000.00 | 231,000.00 | 0.00 | 0.00 | 231,000.00 | 100.00% |
| 950 - JAIL IMPROVEMENT FUND | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 100.00% |
| 968 - PANOLA COUNTY RETIREE HI | 2,237,437.00 | 2,237,437.00 | 142,817.76 | 142,817.76 | 2,094,619.24 | 93.62% |
| Report Total: | 39,176,222.00 | 39,281,622.00 | 2,244,047.19 | 2,244,047.19 | 37,037,574.81 | 94.29% |



Budget Report Group Summary

For Fiscal: 2024 PROBATION Period Ending: 01/31/2024

| RevCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 410 - SUPERVISION | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 156,499.00 | 156,499.00 | 0.00 | 78,250.00 | -78,249.00 | 50.00% |
| 340 - CHARGES FOR SERVICES | 204,500.00 | 204,500.00 | 14,522.43 | 63,104.32 | -141,395.68 | 69.14% |
| 360 - MISCELLANEOUS REVENUES | 25,100.00 | 25,100.00 | 2,062.11 | 8,895.90 | -16,204.10 | 64.56% |
| Fund: 410 - SUPERVISION Total: | 386,099.00 | 386,099.00 | 16,584.54 | 150,250.22 | -235,848.78 | 61.09% |
| Fund: 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 44,319.00 | 44,319.00 | 0.00 | 22,160.00 | -22,159.00 | 50.00% |
| Fund: 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES To.. | 44,319.00 | 44,319.00 | 0.00 | 22,160.00 | -22,159.00 | 50.00% |
| Fund: 481 - PANOLA COUNTY CSCD ADULT DRUG COURT | | | | | | |
| 350 - FINES | 0.00 | 0.00 | 102.55 | 790.51 | 790.51 | 0.00% |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 69.27 | 483.98 | 483.98 | 0.00% |
| Fund: 481 - PANOLA COUNTY CSCD ADULT DRUG COURT Total: | 0.00 | 0.00 | 171.82 | 1,274.49 | 1,274.49 | 0.00% |
| Fund: 520 - PANOLA JUVENILE PROBATION | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 2,800.00 | 2,800.00 | 891.99 | 7,986.28 | 5,186.28 | 185.22% |
| Fund: 520 - PANOLA JUVENILE PROBATION Total: | 2,800.00 | 2,800.00 | 891.99 | 7,986.28 | 5,186.28 | 185.22% |
| Fund: 530 - JUVENILE TITLE IV-E | | | | | | |
| 360 - MISCELLANEOUS REVENUES | 0.00 | 0.00 | 90.35 | 2,263.78 | 2,263.78 | 0.00% |
| Fund: 530 - JUVENILE TITLE IV-E Total: | 0.00 | 0.00 | 90.35 | 2,263.78 | 2,263.78 | 0.00% |
| Fund: 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 1,408.00 | 1,408.00 | 0.00 | 1,408.11 | 0.11 | 0.01% |
| Fund: 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM Total: | 1,408.00 | 1,408.00 | 0.00 | 1,408.11 | 0.11 | 0.01% |
| Fund: 560 - TJPC/A/183(REGULAR) | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 219,147.00 | 219,147.00 | 0.00 | 91,311.00 | -127,836.00 | 58.33% |
| Fund: 560 - TJPC/A/183(REGULAR) Total: | 219,147.00 | 219,147.00 | 0.00 | 91,311.00 | -127,836.00 | 58.33% |
| Fund: 585 - LOCAL MATCH FUNDING/ CALE | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 225,000.00 | 225,000.00 | 208,597.00 | 225,000.00 | 0.00 | 0.00% |
| Fund: 585 - LOCAL MATCH FUNDING/ CALE Total: | 225,000.00 | 225,000.00 | 208,597.00 | 225,000.00 | 0.00 | 0.00% |
| Fund: 587 - STATE SALARY ADJUSTMENT F | | | | | | |
| 330 - INTERGOVERNMENTAL RECEIPTS | 7,085.00 | 7,085.00 | 0.00 | 7,085.28 | 0.28 | 0.00% |
| Fund: 587 - STATE SALARY ADJUSTMENT F Total: | 7,085.00 | 7,085.00 | 0.00 | 7,085.28 | 0.28 | 0.00% |
| Report Total: | 885,858.00 | 885,858.00 | 226,335.70 | 508,739.16 | -377,118.84 | 42.57% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| 410 - SUPERVISION | 386,099.00 | 386,099.00 | 16,584.54 | 150,250.22 | -235,848.78 | 61.09% |
| 420 - COMMUNITY CORRECTIONS | 44,319.00 | 44,319.00 | 0.00 | 22,160.00 | -22,159.00 | 50.00% |
| 481 - PANOLA COUNTY CSCD ADU | 0.00 | 0.00 | 171.82 | 1,274.49 | 1,274.49 | 0.00% |
| 520 - PANOLA JUVENILE PROBATIC | 2,800.00 | 2,800.00 | 891.99 | 7,986.28 | 5,186.28 | 185.22% |
| 530 - JUVENILE TITLE IV-E | 0.00 | 0.00 | 90.35 | 2,263.78 | 2,263.78 | 0.00% |
| 552 - REGIONAL DIVERSION ALTER | 1,408.00 | 1,408.00 | 0.00 | 1,408.11 | 0.11 | 0.01% |
| 560 - TJPC/A/183(REGULAR) | 219,147.00 | 219,147.00 | 0.00 | 91,311.00 | -127,836.00 | 58.33% |
| 585 - LOCAL MATCH FUNDING/ CA | 225,000.00 | 225,000.00 | 208,597.00 | 225,000.00 | 0.00 | 0.00% |
| 587 - STATE SALARY ADJUSTMENT | 7,085.00 | 7,085.00 | 0.00 | 7,085.28 | 0.28 | 0.00% |
| Report Total: | 885,858.00 | 885,858.00 | 226,335.70 | 508,739.16 | -377,118.84 | 42.57% |



Budget Report Group Summary

For Fiscal: 2024 PROBATION Period Ending: 01/31/2024

| ExpCategor... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Fund: 410 - SUPERVISION | | | | | | |
| 520 - BENEFITS | 83,752.00 | 83,752.00 | 3,790.19 | 30,501.48 | 53,250.52 | 63.58% |
| 610 - PERSONAL SERVICES | 209,430.00 | 209,430.00 | 8,212.95 | 78,022.82 | 131,407.18 | 62.75% |
| 630 - TRAVEL & FURNISHED TRANSPORTATION | 14,588.00 | 14,588.00 | 0.00 | 5,295.67 | 9,292.33 | 63.70% |
| 640 - CONTRACT SERVICES | 33,760.00 | 33,760.00 | 0.00 | 1,975.00 | 31,785.00 | 94.15% |
| 650 - PROFESSIONAL SERVICE | 29,726.00 | 29,726.00 | 921.00 | 12,829.00 | 16,897.00 | 56.84% |
| 660 - SUPPLIES & OPERATING EXPENSES | 9,200.00 | 9,200.00 | 63.96 | 832.12 | 8,367.88 | 90.96% |
| 670 - UTILITIES | 2,700.00 | 2,700.00 | 0.00 | 1,005.15 | 1,694.85 | 62.77% |
| 680 - EQUIPMENT | 3,600.00 | 3,600.00 | 0.00 | 576.12 | 3,023.88 | 84.00% |
| Fund: 410 - SUPERVISION Total: | 386,756.00 | 386,756.00 | 12,988.10 | 131,037.36 | 255,718.64 | 66.12% |
| Fund: 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES | | | | | | |
| 520 - BENEFITS | 13,028.00 | 13,028.00 | 465.69 | 4,432.30 | 8,595.70 | 65.98% |
| 610 - PERSONAL SERVICES | 38,500.00 | 38,500.00 | 1,509.80 | 14,343.15 | 24,156.85 | 62.75% |
| 650 - PROFESSIONAL SERVICE | 333.00 | 333.00 | 0.00 | 0.00 | 333.00 | 100.00% |
| Fund: 420 - COMMUNITY CORRECTIONS SUPERVISION SERVICES To.. | 51,861.00 | 51,861.00 | 1,975.49 | 18,775.45 | 33,085.55 | 63.80% |
| Fund: 481 - PANOLA COUNTY CSCD ADULT DRUG COURT | | | | | | |
| 640 - CONTRACT SERVICES | 0.00 | 12,500.00 | 80.00 | 1,105.00 | 11,395.00 | 91.16% |
| Fund: 481 - PANOLA COUNTY CSCD ADULT DRUG COURT Total: | 0.00 | 12,500.00 | 80.00 | 1,105.00 | 11,395.00 | 91.16% |
| Fund: 520 - PANOLA JUVENILE PROBATION | | | | | | |
| 550 - CAPITAL OUTLAY | 2,800.00 | 2,800.00 | 0.00 | 0.00 | 2,800.00 | 100.00% |
| Fund: 520 - PANOLA JUVENILE PROBATION Total: | 2,800.00 | 2,800.00 | 0.00 | 0.00 | 2,800.00 | 100.00% |
| Fund: 530 - JUVENILE TITLE IV-E | | | | | | |
| 690 - RESIDENTIAL PLACEMENT | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00% |
| Fund: 530 - JUVENILE TITLE IV-E Total: | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00% |
| Fund: 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM | | | | | | |
| 695 - NON RESIDENTIAL | 1,408.00 | 1,408.00 | 0.00 | 0.00 | 1,408.00 | 100.00% |
| Fund: 552 - REGIONAL DIVERSION ALTERNATIVES PROGRAM Total: | 1,408.00 | 1,408.00 | 0.00 | 0.00 | 1,408.00 | 100.00% |
| Fund: 560 - TJPC/A/183(REGULAR) | | | | | | |
| 610 - PERSONAL SERVICES | 77,175.00 | 77,175.00 | 3,033.23 | 28,816.94 | 48,358.06 | 62.66% |
| 630 - TRAVEL & FURNISHED TRANSPORTATION | 7,000.00 | 7,000.00 | 0.00 | 1,909.35 | 5,090.65 | 72.72% |
| 660 - SUPPLIES & OPERATING EXPENSES | 14,400.00 | 14,400.00 | 0.00 | 0.00 | 14,400.00 | 100.00% |
| 690 - RESIDENTIAL PLACEMENT | 108,572.00 | 108,572.00 | 0.00 | 400.00 | 108,172.00 | 99.63% |
| 695 - NON RESIDENTIAL | 12,000.00 | 12,000.00 | 0.00 | 1,020.00 | 10,980.00 | 91.50% |
| Fund: 560 - TJPC/A/183(REGULAR) Total: | 219,147.00 | 219,147.00 | 3,033.23 | 32,146.29 | 187,000.71 | 85.33% |
| Fund: 585 - LOCAL MATCH FUNDING/ CALE | | | | | | |
| 520 - BENEFITS | 116,189.00 | 116,189.00 | 7,132.53 | 44,531.21 | 71,657.79 | 61.67% |
| 610 - PERSONAL SERVICES | 48,577.00 | 48,577.00 | 1,894.62 | 17,999.54 | 30,577.46 | 62.95% |
| 630 - TRAVEL & FURNISHED TRANSPORTATION | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 45,000.00 | 100.00% |
| 660 - SUPPLIES & OPERATING EXPENSES | 17,234.00 | 17,234.00 | 995.99 | 5,969.14 | 11,264.86 | 65.36% |
| 690 - RESIDENTIAL PLACEMENT | 38,000.00 | 38,000.00 | 0.00 | 0.00 | 38,000.00 | 100.00% |
| Fund: 585 - LOCAL MATCH FUNDING/ CALE Total: | 265,000.00 | 265,000.00 | 10,023.14 | 68,499.89 | 196,500.11 | 74.15% |
| Fund: 587 - STATE SALARY ADJUSTMENT F | | | | | | |
| 520 - BENEFITS | 561.00 | 561.00 | 0.00 | 0.00 | 561.00 | 100.00% |
| 610 - PERSONAL SERVICES | 6,524.00 | 6,524.00 | 259.36 | 2,463.98 | 4,060.02 | 62.23% |
| Fund: 587 - STATE SALARY ADJUSTMENT F Total: | 7,085.00 | 7,085.00 | 259.36 | 2,463.98 | 4,621.02 | 65.22% |
| Report Total: | 959,057.00 | 971,557.00 | 28,359.32 | 254,027.97 | 717,529.03 | 73.85% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| 410 - SUPERVISION | 386,756.00 | 386,756.00 | 12,988.10 | 131,037.36 | 255,718.64 | 66.12% |
| 420 - COMMUNITY CORRECTIONS | 51,861.00 | 51,861.00 | 1,975.49 | 18,775.45 | 33,085.55 | 63.80% |
| 481 - PANOLA COUNTY CSCD ADU | 0.00 | 12,500.00 | 80.00 | 1,105.00 | 11,395.00 | 91.16% |
| 520 - PANOLA JUVENILE PROBATIC | 2,800.00 | 2,800.00 | 0.00 | 0.00 | 2,800.00 | 100.00% |
| 530 - JUVENILE TITLE IV-E | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00% |
| 552 - REGIONAL DIVERSION ALTER | 1,408.00 | 1,408.00 | 0.00 | 0.00 | 1,408.00 | 100.00% |
| 560 - TJPC/A/183(REGULAR) | 219,147.00 | 219,147.00 | 3,033.23 | 32,146.29 | 187,000.71 | 85.33% |
| 585 - LOCAL MATCH FUNDING/ CA | 265,000.00 | 265,000.00 | 10,023.14 | 68,499.89 | 196,500.11 | 74.15% |
| 587 - STATE SALARY ADJUSTMENT | 7,085.00 | 7,085.00 | 259.36 | 2,463.98 | 4,621.02 | 65.22% |
| Report Total: | 959,057.00 | 971,557.00 | 28,359.32 | 254,027.97 | 717,529.03 | 73.85% |



Panola County, Texas

Detail Report Account Summary

Date Range: 01/01/2024 - 01/31/2024

| Account | Name | Beginning Balance | Total Activity | Ending Balance |
|---|-------------------------------------|----------------------|--------------------|----------------------|
| Fund: 100 - GENERAL | | | | |
| 100-10200 | CERTIFICATES OF DEPOSITS | 25,100,000.00 | 4,600,000.00 | 29,700,000.00 |
| 100-10400 | ADVANCED TAX CERTIFICATE OF DEPOSIT | 10,831,785.88 | -5,366,565.03 | 5,465,220.85 |
| Total Fund: 100 - GENERAL: | | 35,931,785.88 | -766,565.03 | 35,165,220.85 |
| Fund: 130 - LAW LIBRARY | | | | |
| 130-10200 | CERTIFICATES OF DEPOSITS | 54,000.00 | 0.00 | 54,000.00 |
| Total Fund: 130 - LAW LIBRARY: | | 54,000.00 | 0.00 | 54,000.00 |
| Fund: 150 - COURTHOUSE SECURITY | | | | |
| 150-10200 | CERTIFICATES OF DEPOSITS | 187,000.00 | 0.00 | 187,000.00 |
| Total Fund: 150 - COURTHOUSE SECURITY: | | 187,000.00 | 0.00 | 187,000.00 |
| Fund: 160 - RECORDS MANAGEMENT | | | | |
| 160-10200 | CERTIFICATES OF DEPOSITS | 6,000.00 | 0.00 | 6,000.00 |
| Total Fund: 160 - RECORDS MANAGEMENT: | | 6,000.00 | 0.00 | 6,000.00 |
| Fund: 170 - COUNTY CLERK RECORDS PRES | | | | |
| 170-10200 | CERTIFICATES OF DEPOSITS | 403,000.00 | 0.00 | 403,000.00 |
| Total Fund: 170 - COUNTY CLERK RECORDS PRES: | | 403,000.00 | 0.00 | 403,000.00 |
| Fund: 175 - ARCHIVE FEES | | | | |
| 175-10200 | CERTIFICATES OF DEPOSITS | 53,000.00 | 0.00 | 53,000.00 |
| Total Fund: 175 - ARCHIVE FEES: | | 53,000.00 | 0.00 | 53,000.00 |
| Fund: 180 - JUSTICE COURT TECHNOLOGY | | | | |
| 180-10200 | CERTIFICATES OF DEPOSITS | 64,000.00 | 0.00 | 64,000.00 |
| Total Fund: 180 - JUSTICE COURT TECHNOLOGY: | | 64,000.00 | 0.00 | 64,000.00 |
| Fund: 200 - ROAD & BRIDGE | | | | |
| 200-10200 | CERTIFICATES OF DEPOSITS | 8,800,000.00 | 1,870,000.00 | 10,670,000.00 |
| 200-10400 | ADVANCED TAX CERTIFICATE OF DEPOSIT | 3,790,361.80 | -1,877,240.40 | 1,913,121.40 |
| Total Fund: 200 - ROAD & BRIDGE: | | 12,590,361.80 | -7,240.40 | 12,583,121.40 |
| Fund: 300 - FM & LATERAL | | | | |
| 300-10200 | CERTIFICATES OF DEPOSITS | 2,500,000.00 | 15,000.00 | 2,515,000.00 |
| 300-10400 | ADVANCED TAX CERTIFICATE OF DEPOSIT | 378,395.16 | -187,510.66 | 190,884.50 |
| Total Fund: 300 - FM & LATERAL: | | 2,878,395.16 | -172,510.66 | 2,705,884.50 |
| Fund: 520 - PANOLA JUVENILE PROBATION | | | | |
| 520-10200 | CERTIFICATES OF DEPOSITS | 50,000.00 | 0.00 | 50,000.00 |
| Total Fund: 520 - PANOLA JUVENILE PROBATION: | | 50,000.00 | 0.00 | 50,000.00 |
| Fund: 530 - JUVENILE TITLE IV-E | | | | |

A TRUE COPY
 I hereby certify
 Lindsey Smith
 DISTRICT CLERK
 PANOLA COUNTY, TEXAS
 Lora Brown, Chief Deputy
 Page 20 of 23

Detail Report

Date Range: 01/01/2024 - 01/31/2024

| Account | Name | Beginning Balance | Total Activity | Ending Balance |
|---|--------------------------|----------------------|------------------|----------------------|
| 530-10200 | CERTIFICATES OF DEPOSITS | 100,000.00 | 0.00 | 100,000.00 |
| Total Fund: 530 - JUVENILE TITLE IV-E: | | 100,000.00 | 0.00 | 100,000.00 |
| Fund: 585 - LOCAL MATCH FUNDING/ CALE | | | | |
| 585-10200 | CERTIFICATES OF DEPOSITS | 200,000.00 | 0.00 | 200,000.00 |
| Total Fund: 585 - LOCAL MATCH FUNDING/ CALE: | | 200,000.00 | 0.00 | 200,000.00 |
| Fund: 700 - HOT CHECK FEE | | | | |
| 700-10200 | CERTIFICATES OF DEPOSITS | 21,000.00 | 0.00 | 21,000.00 |
| Total Fund: 700 - HOT CHECK FEE: | | 21,000.00 | 0.00 | 21,000.00 |
| Fund: 800 - SHERIFF'S STATE FORFEITUR | | | | |
| 800-10200 | CERTIFICATES OF DEPOSITS | 12,000.00 | 0.00 | 12,000.00 |
| Total Fund: 800 - SHERIFF'S STATE FORFEITUR: | | 12,000.00 | 0.00 | 12,000.00 |
| Fund: 820 - D A FORFEITURE | | | | |
| 820-10200 | CERTIFICATES OF DEPOSITS | 4,000.00 | 0.00 | 4,000.00 |
| Total Fund: 820 - D A FORFEITURE: | | 4,000.00 | 0.00 | 4,000.00 |
| Fund: 881 - CHILD PROTECTIVE SERVICES | | | | |
| 881-10200 | CERTIFICATES OF DEPOSITS | 106,000.00 | 0.00 | 106,000.00 |
| Total Fund: 881 - CHILD PROTECTIVE SERVICES: | | 106,000.00 | 0.00 | 106,000.00 |
| Fund: 883 - HEALTH FUND | | | | |
| 883-10200 | CERTIFICATES OF DEPOSITS | 3,543,000.00 | 0.00 | 3,543,000.00 |
| Total Fund: 883 - HEALTH FUND: | | 3,543,000.00 | 0.00 | 3,543,000.00 |
| Fund: 885 - AIRPORT | | | | |
| 885-10200 | CERTIFICATES OF DEPOSITS | 128,000.00 | 0.00 | 128,000.00 |
| Total Fund: 885 - AIRPORT: | | 128,000.00 | 0.00 | 128,000.00 |
| Fund: 920 - ROAD BOND 1971 | | | | |
| 920-10200 | CERTIFICATES OF DEPOSITS | 258,000.00 | 0.00 | 258,000.00 |
| Total Fund: 920 - ROAD BOND 1971: | | 258,000.00 | 0.00 | 258,000.00 |
| Fund: 940 - PERMANENT IMPROVEMENT | | | | |
| 940-10200 | CERTIFICATES OF DEPOSITS | 232,000.00 | 0.00 | 232,000.00 |
| Total Fund: 940 - PERMANENT IMPROVEMENT: | | 232,000.00 | 0.00 | 232,000.00 |
| Fund: 955 - BOND PROCEEDS 2007 DETENT | | | | |
| 955-10200 | CERTIFICATES OF DEPOSITS | 0.00 | 0.00 | 0.00 |
| Total Fund: 955 - BOND PROCEEDS 2007 DETENT: | | 0.00 | 0.00 | 0.00 |
| Fund: 956 - RESERVE DETENTION CENTER | | | | |
| 956-10200 | CERTIFICATES OF DEPOSITS | 0.00 | 0.00 | 0.00 |
| Total Fund: 956 - RESERVE DETENTION CENTER: | | 0.00 | 0.00 | 0.00 |
| Fund: 968 - PANOLA COUNTY RETIREE HEA | | | | |
| 968-10200 | CERTIFICATES OF DEPOSITS | 39,000,000.00 | 35,000.00 | 39,035,000.00 |
| Total Fund: 968 - PANOLA COUNTY RETIREE HEA: | | 39,000,000.00 | 35,000.00 | 39,035,000.00 |
| Fund: 985 - ADV AD VALOREM | | | | |

A TRUE COPY
 I hereby certify
 Lindsey Smith
 DISTRICT CLERK
 PANOLA COUNTY, TEXAS
 Lora Brown, Chief Deputy
 Page 21 of 23

Detail Report

Date Range: 01/01/2024 - 01/31/2024

| Account | Name | Beginning Balance | Total Activity | Ending Balance |
|--|--------------------------|----------------------|--------------------|----------------------|
| <u>985-10200</u> | CERTIFICATES OF DEPOSITS | 0.00 | 0.00 | 0.00 |
| Total Fund: 985 - ADV AD VALOREM: | | 0.00 | 0.00 | 0.00 |
| Grand Totals: | | 95,821,542.84 | -911,316.09 | 94,910,226.75 |

A TRUE COPY
I hereby certify
Lindsey Smith
DISTRICT CLERK
PANOLA COUNTY, TEXAS
Lora Brown, Chief Deputy
Page 22 of 23

Fund Summary

| Fund | Beginning Balance | Total Activity | Ending Balance |
|---------------------------------|----------------------|--------------------|----------------------|
| 100 - GENERAL | 35,931,785.88 | -766,565.03 | 35,165,220.85 |
| 130 - LAW LIBRARY | 54,000.00 | 0.00 | 54,000.00 |
| 150 - COURTHOUSE SECURITY | 187,000.00 | 0.00 | 187,000.00 |
| 160 - RECORDS MANAGEMENT | 6,000.00 | 0.00 | 6,000.00 |
| 170 - COUNTY CLERK RECORDS PRES | 403,000.00 | 0.00 | 403,000.00 |
| 175 - ARCHIVE FEES | 53,000.00 | 0.00 | 53,000.00 |
| 180 - JUSTICE COURT TECHNOLOGY | 64,000.00 | 0.00 | 64,000.00 |
| 200 - ROAD & BRIDGE | 12,590,361.80 | -7,240.40 | 12,583,121.40 |
| 300 - FM & LATERAL | 2,878,395.16 | -172,510.66 | 2,705,884.50 |
| 520 - PANOLA JUVENILE PROBATION | 50,000.00 | 0.00 | 50,000.00 |
| 530 - JUVENILE TITLE IV-E | 100,000.00 | 0.00 | 100,000.00 |
| 585 - LOCAL MATCH FUNDING/ CALE | 200,000.00 | 0.00 | 200,000.00 |
| 700 - HOT CHECK FEE | 21,000.00 | 0.00 | 21,000.00 |
| 800 - SHERIFF'S STATE FORFEITUR | 12,000.00 | 0.00 | 12,000.00 |
| 820 - D A FORFEITURE | 4,000.00 | 0.00 | 4,000.00 |
| 881 - CHILD PROTECTIVE SERVICES | 106,000.00 | 0.00 | 106,000.00 |
| 883 - HEALTH FUND | 3,543,000.00 | 0.00 | 3,543,000.00 |
| 885 - AIRPORT | 128,000.00 | 0.00 | 128,000.00 |
| 920 - ROAD BOND 1971 | 258,000.00 | 0.00 | 258,000.00 |
| 940 - PERMANENT IMPROVEMENT | 232,000.00 | 0.00 | 232,000.00 |
| 955 - BOND PROCEEDS 2007 DETENT | 0.00 | 0.00 | 0.00 |
| 956 - RESERVE DETENTION CENTER | 0.00 | 0.00 | 0.00 |
| 968 - PANOLA COUNTY RETIREE HEA | 39,000,000.00 | 35,000.00 | 39,035,000.00 |
| 985 - ADV AD VALOREM | 0.00 | 0.00 | 0.00 |
| Grand Total: | 95,821,542.84 | -911,316.09 | 94,910,226.75 |

I hereby certify that the foregoing is a true and correct copy of the original on file in my office.
 Page 23 of 23.
 LINDSEY SMITH
 PANOLA COUNTY DISTRICT CLERK
2-23-24 L. C. Tabbeum
 Date Deputy Clerk

Applicant Contact Information

Instructions:

Please complete this page and press the save button.

Required fields are marked with an *

Organization DBA

Panola County

Name of Authorized Official

(This person is authorized to enter into legal agreements on behalf of the applicant/organization. This person's name will appear on the grant agreement for signature.)

Select the Authorized Official of your organization from the drop-down list below. *

Rodger McLane

Prefix:

Honorable

First Name:

Rodger

Last Name:

McLane

Suffix:**Job Title:**

County Judge

Telephone:

(903) 693-0391

Email:

rodger.mclane@co.panola.tx.us

Name of Application Preparer / Administrative Contact

(This person can answer day-to-day questions about the organization and the project.) *

Katlin Fox Brown

Prefix:**First Name:**

Katlin

Last Name:

Fox Brown

Suffix:**Position or Title:**

Project Manager

Telephone:

(903) 385-4983

Email:

katlin.foxbrown@grtraylor.com

Name of Additional Contact for Project

(Optional: This person may not have a role in the TDA-GO system, but is knowledgeable on the project's technical matters.)

Prefix: Ms.
First Name: Melinda
Last Name: Smith
Suffix:
Position or Title: Executive Vice President
Telephone: (903) 939-7405
Email: melinda.smith@grtraylor.com

Please select the county where your headquarters/main offices are located.

County * Panola County **TDA Region** 4

Legislative Districts

Provide the legislative district(s) for the primary location of the project. This information is available [here](#). Press the plus button next to each option to add multiple selections. *

US Congressional District:

1

Texas House District:

11

Texas Senate District:

1

General Information

Instructions:

Please complete this page and press the save button.

Required fields are marked with an *

County and Region

Please select the county the project will take place from the drop-down list below. If multiple counties, press the 'plus' button to add additional drop-down lists. The region will populate when the page is saved. *

County *

Panola County

COG Region

ETCOG

Total Applicant Population
(from most recent census) *

391

Project Short Description: *

Installation of newwater well and 4" rawwater main

National Program Objectives

1. Activities benefiting low-to-moderate income persons.

Method(s) used to determine the beneficiaries: *

LMI Area Benefit

LMI Housing Activity

LMI Limited Clientele

LMI Jobs

2. Prevention/ Elimination of Slums or Blight

3. Urgent Needs

Additional Activity Information

One-for-One Replacement

Special Assessment

Float Funded Activity

Revolving Fund

Favored Activity

Historic Preservation Area

Brownfield Activity

Colonia

Displacement

Community Development Block Grant 2023

CDV23-0438

Presidentially Declared Disaster Area

Activity Involves Rental Housing

Activity Includes Multi-unit Housing

Professional Interest Information: Administrative / Professional Services (See Appendix F)

| Type of Assistance | Name of Firm or Individual | Interest Type | SAM Expiration Date | Award Date of Contract | Date Work Began | Contract Amount/ Financial Interest | Assisted With Application | Will assist if Grant is funded |
|--------------------|----------------------------|-----------------|---------------------|------------------------|-----------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | | | | | | \$36,500.00 | | |
| Admin. Svs. | Traylor & Associates | Procured Vendor | 7/23/2023 | 2/14/2023 | 2/15/2023 | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Eng. Svs. | Stephens Engineering | Procured Vendor | 9/19/2023 | 2/28/2023 | 3/1/2023 | \$57,100.00 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other | | | | | | \$ | | |

Other Financial Interests:

Enter information for firms or individuals with reportable financial interest in this project

Reportable financial interests are those values at \$50,000 or 10% of the grant request, whichever is lower.

Examples of other financial interests include, but are not limited to:

- owners of property to be acquired as a result of the project
- developers providing services related to the project but not directly involved in the administration of the grant project; or other contractors/service providers already committed the project.

Full Name

Amount

Interest Type

\$

[Review Existing Grants for Progress Thresholds](#)

Project Feasibility

Instructions:

Please complete this page and press the save button.

Required fields are marked with an *

The applicant confirms that:

- The community has sufficient financial management capacity to be responsible for federal grant funding;
- If, after a risk-based analysis, TDA determines that additional controls are needed, the community will implement those controls for all funding related to the TxCDBG project. Additional controls required by grant agreement special condition may include additional signatories on checks, periodic public review of financial records, and/or management of grant funds by a third party entity.

| | Yes | No | N/A |
|--|-----|-------------------------------------|-----|
| 1. Does the applicant levy the following tax revenues? * | | | |
| 1.1. Local Property (Ad Valorem) Tax: * | | <input checked="" type="checkbox"/> | |
| 1.2. Local Sales Tax Option: * | | <input checked="" type="checkbox"/> | |

Environmental Concerns

Note: All funded applications will have to comply with Federal regulations regarding environment clearance before funds are released.

- | | |
|--|-------------------------------------|
| 2. Will the assistance requested have any negative impact(s) or effect(s) on the environment? * | <input checked="" type="checkbox"/> |
| 3. Based on available information, is the proposed project likely to require an archaeological assessment for any proposed site? * | <input checked="" type="checkbox"/> |
| 4. Is the proposed site listed on the National Register of Historic Places? * | <input checked="" type="checkbox"/> |
| 5. Is the project in a designated flood hazard (floodplain) area? * | <input checked="" type="checkbox"/> |

Note: Projects in the floodway are generally ineligible for TxCDBG funding. Contact TDA staff for assistance.

Service Area Authority

- | | |
|---|--------------------------------------|
| 6. Has the applicant obtained a ratified, legally binding agreement, contingent upon award, between the applicant and the service provider that will operate the project for the continual operation of the improvements as proposed in the application? If so, attach copy agreement to Required Uploads page. * | <input checked="" type="checkbox"/> |
| 7. Does the applicant or service provider currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? If so, attach documentation to Required Uploads page. * | <input checked="" type="checkbox"/> |
| 8. Will any of the proposed improvements be located on a TxDOT controlled highway, road, or right-of-way? * | <input checked="" type="checkbox"/> |
| 8.1. Date TxDOT was notified and/or consulted regarding the proposed improvements? * | 4/28/2023 |
| TxDOT notice | <i>TxDOT Notification Letter.pdf</i> |

Additional Project Information

- | | Yes | No |
|---|-----|-------------------------------------|
| 9. Will the assistance requested cause the displacement of families, individuals, farms, or businesses? * | | <input checked="" type="checkbox"/> |
| 10. Will any of the improvements proposed in this application take place in a designated Colonia area? * | | <input checked="" type="checkbox"/> |

Community Needs Assessment

Instructions:

Please complete this page and press the **SAVE** button.
 Required fields are marked with an *

Citizen Participation – Opportunities to identify needs for this application

Enter the dates below to demonstrate that the applicant provided acceptable advance notice for citizen participation. Please refer to the application guide for specific citizen participation requirements.

Date of Public Hearing Notice * 12/19/2022
 Date of Required Public Hearing * 12/27/2022
 Date of resolution authorizing application submission: * 3/28/2023

Resolution passed by the Applicant governing body, authorizing submission of the application * *Application Resolution - Panola County.pdf*
 Evidence of public notice - public hearing * *Aff. of Posting - Public Hearing - County.pdf*
 Evidence of public notice - application availability * *Aff. of Posting - Public Notice - County.pdf*
 List of local service providers sent written notification of public hearing * *CP List.pdf*

Describe any additional opportunities residents, especially low-to-moderate income residents of the target area, were given to participate in the determination of these needs:

Residents were given opportunities to provide input on community needs during multiple Commissioners Court meetings held to discuss the grant application. Action items were on the agenda to make a decision to apply for the grant funding, when determining to procure services for the grant, and again when approving the submittal of the application.

Describe any other relevant fair housing activities:

The County notified builders and architects of the need to comply with accessibility requirements of the Fair Housing Act by distributing materials to the local builders' association. The County continues to inform builders as early as possible in the project design phase, but certainly no later than the issuance of a building permit, of the need to comply with the accessibility requirements of the Fair Housing Act by keeping information flyers posted and available at the permitting office.

Community Needs Information

Provide a list of all the applicant's identified community development and housing needs, not just those addressed in the application. List the needs in order of importance, using the boxes marked "+" and "-" to add or delete space for additional items. Provide a short description and location of the project associated with the need. Applicant may also include additional needs with specific projects identified and prioritized that could be considered if addition funding is available. *

| Community Need | Specific Project to Address Need | Addressed in this Application | Additional or Future Project |
|--|---|-------------------------------------|-------------------------------------|
| Water system improvements on behalf of Rock Hill WSC | Construction of water well on US 59 | <input checked="" type="checkbox"/> | |
| Water system improvements on behalf of Rock Hill WSC | Replacement of aged and deteriorating water lines throughout the RHWSC service area | | <input checked="" type="checkbox"/> |
| Street Improvements | Reconstruction of streets throughout the County | | <input checked="" type="checkbox"/> |
| Flood/Drainage Improvements | Regrading of roadside ditches throughout the County | | <input checked="" type="checkbox"/> |

Community Needs Assessment Questionnaire

Describe the applicant's current supply of affordable housing (Public Housing, Section 8 assisted, RHS assisted, HOME program assisted, TDHCA assisted, Local Housing Development Corp. assisted, etc.) *

Public Housing in the area is administered by the Housing Authority of Beckville. There are 96 low-income apartments in Panola County that offer reduced rents to eligible households through the Low-Income Housing Tax Credit (LIHTC) program and the Section 515 Rural Rental Housing program. Rental assistance programs support 159 low-income homes in Panola County where households pay rent based on how much they earn. Properties in the area are eligible for USDA homebuyer assistance programs.

There is an overall adequate supply of affordable housing within the County, though there is a shortage of housing available for elderly and disabled residents.

Describe current social services available to residents and what needs and/or populations remain underserved. *

A variety of social services are available to residents. Programs sponsored by state agencies and non-profit organizations offer assistance to reduce food insecurity, weatherization assistance, assistance with utility bill payment, rental and housing reconstruction assistance, dental and medical care for uninsured residents, mental and behavioral health access, and a variety of support services for those affected by disaster events.

Though several agencies exist to support vulnerable populations such as female led households, elderly residents, and those with disabilities, all vulnerable populations in the area are underserved due to the financial, physical, and mental stress caused by several recent tornadoes and the pandemic exhausting resources of many organizations.

Describe current condition of public infrastructure (water/sewer/streets/drainage/accessibility/etc.) and efforts to improve these conditions. *

Water systems in the County have aging water lines and facilities. The County supports WSCs through applications for grant funds when available to help improve water quality, dependability, and availability.

Streets throughout the County have potholes, alligator cracking, and are crumbling at shoulders.

Drainage throughout the County is also in need of improvements. Roadside ditches have filled with sediment and increased development has increased flowrate beyond the capacity of existing structures. The County is working to improve roadside ditches as they are able using County forces.

Does the Applicant have a Fair Housing Ordinance or Policy adopted by the governing body? *

Yes No

Any locality receiving TxCDBG funds must certify that it will affirmatively further fair housing. By checking this box, the Applicant confirms its commitment to Affirmatively Furthering Fair Housing choice. *

Fair Housing Activities

Any locality receiving TxCDBG monies must certify that it will affirmatively further fair housing. Using the below drop-down box, please identify the activities presently undertaken to affirmatively further fair housing and which new activities will be undertaken if an award is made by TxCDBG. Localities should be aware that, in the event of funding, these fair housing efforts will be monitored. Other activities may be eligible, and the applicant should contact TDA to determine eligibility.

Activities

| | | |
|----------------------------------|------------|---|
| Designating a Fair Housing Month | Undertaken | <input checked="" type="checkbox"/> To be Undertaken |
| Other (Describe) | Undertaken | <input checked="" type="checkbox"/> To be Undertaken |

Project Details

Instructions:

Please complete this page for each Benefit Area and **SAVE** the page.

Use the **Add** button to add a new form for a new Benefit Area.

Ensure that all Benefit Areas are accurately created prior to preparing Budget Details page – adding or deleting Benefit Areas after the budget is populated may cause calculation errors.

Required fields are marked with an *

Please enter your benefit area and the HUD activity code. If you do not know the HUD activity code, click [here](#) for a description of each code. *

Benefit Area *

Rock Hill WSC

Activity: *

03J

Problem and Solution

1. Summarize the problem(s) to be addressed within the application for this benefit area. *

The existing water system has exceeded its current storage and pumping capacity and is in poor condition due to age and over-utilized operation. It is unable to meet the demands of the service area, causing residents to experience poor water pressure during periods of peak usage and prolonged service outages during frequent repair efforts.

2. Identify the action(s) to resolve any problem(s) and their anticipated outcomes. Include specific materials and quantities *

The County, in conjunction with Rock Hill WSC, will construct a new water well to remove the threat to public health and safety posed by lack of access to a dependable water supply. Contractor shall install one (1) water well, approximately 1,320 linear feet of 4" residential water main, gate valves and fittings, and all associated appurtenances.

The proposed well will increase the capacity of the water system to ensure access to a dependable water supply for residents in the service area.

Project Physical Location

3. Provide a brief description of the location of the work to be performed for this benefit area/activity. *

The proposed project location is in an unincorporated area of central Panola County between Carthage and Marshall. The water well will be located at the southeast corner of the intersection of US 59 and CR 306. Its coordinates are: (32.252605, -94.352488).

For linear projects, identify the location of the work to be performed for this benefit area/activity. List separately each street or line that will be constructed. *

On

From

To

US 59

FM 123

CR 306

4. Does the applicant or service provider own all real property required for the project site? *

yes - all required property is currently owned by the applicant/service provider - No acquisition is needed for this project.

Beneficiary Identification Information

5. Enter the following beneficiary information for this benefit area / activity *

| Total Beneficiaries for this Activity | Total Low/Moderate Income Beneficiaries for this Activity | LMI Ratio |
|---------------------------------------|---|------------|
| 391 | 205 | 52.43 % |

6. Are any of the beneficiaries receiving a direct household benefit? (e.g. First-time Service or yardline replacement)? *

Note: Demographic information must be provided during the grant closeout process for each household receiving direct benefit.

Yes No

7. Select a method for identifying beneficiaries:

TxCDBG survey

When was the survey started? * 2/28/2023

When was the survey completed? * 4/6/2023

Select the statement that best represents the reason a survey was used to identify the beneficiaries for this benefit area. If none apply, contact TDA for guidance. *

The benefit area does not substantially correspond to census geographies, based on the current guidance (i.e. 70/20% rule)

Provide a detailed explanation of the reason a survey was used, as needed.

Per TDA guidance, the County reviewed the pressure planes and water lines to determine beneficiaries. Only those homes directly connected to the line to be replaced will benefit as surrounding areas receive water from Plant 1 and/or do not currently have water service. The County then compared the beneficiary map to the census map and found that the beneficiaries did not comprise at least 70% of any census geographic area. Household income surveys were then used to document beneficiary information.

LMISD information

Limited Clientele determination (TDA prior approval required)

8. Reporting information for HUD

Anticipated Objective: *

Create suitable living environment

Anticipated Outcome: *

Sustainability

Type of Service: *

Improved access

Identify the County, Census Tract, and all blocks within that census tract in which project beneficiaries reside. [Click](#) here for a list of County codes: *

| County Code | Census Tract (####.##) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-------------|------------------------|---|-----|---|---|---|---|---|---|---|----|
| 48365 | 9502.00 | | [X] | | | | | | | | |

Supporting Documentation

- Beneficiary support documentation (Press "+" for additional upload fields) * *Beneficiary Documentation.pdf*
- Project site "before" photos * *Photos.pdf*
- Project Map 1: must show both the location of improvements and the boundaries of the identified benefit area. * *Project Map 1.pdf*
- Project Map 2: must show the boundaries of both the identified benefit area and the relevant census geography(ies) *Project Map 2.pdf*
- Engineer's Certification: certifies the cost estimate for the project and provides statement clearly identifying the technical approach used to justify the identified benefit area. See RFA for guidance on non-construction projects * *Engineer Certification.pdf*
- Selection Guidelines for Housing Activities with Waiting List *NOT APPLICABLE.docx*

Budget Details

Instructions:

Please complete this page and press the save button.

Required fields are marked with an *

NOTE: The Benefit Area and Budget Summary will appear once the required conditions have been met, all check boxes have been marked, and the page has been saved.

The engineer has provided a cost justification and I am ready to transfer the information to this Budget Details page. *

A Project Details page has been created for each Benefit Area /Activity, and no duplicate or blank Project Details pages exist. *

Both above conditions are true and I am ready to complete the Budget Details information. *

Enter each different item needed for each benefit area, the units of measurement for that item, the cost per each unit, and the quantity of the item needed. Use the "+" button to add additional rows for more items. When the page is saved the subtotals will populate.

Benefit Area: Rock Hill WSC
HUD Activity: 03J

| Item | Units | Cost Per Unit | Quantity | Total Cost |
|---|-------|---------------|----------|---------------------|
| Construct Water Well with Appurtenances | EA | \$390,000.00 | 1 | \$390,000.00 |
| Furnish & Install 4" RawWater Main | LF | \$20.00 | 1320 | \$26,400.00 |
| Total: | | | | \$416,400.00 |

Budget Summary

| Activity | Requested Project Cost | Recommended Grant | Recommended Match |
|-------------|------------------------|-------------------|-------------------|
| 03J | \$416,400.00 | \$416,000.00 | \$400.00 |
| Engineering | \$57,100.00 | \$57,000.00 | \$100.00 |
| Admin | \$36,500.00 | \$27,000.00 | \$9,500.00 |

Project Total
\$510,000.00
Grant Amount Requested
\$500,000.00
\$500,000.00
Match Commitment:
\$10,000.00
\$10,000.00
Match Ratio
**2.00
%**
0.00 %

Disclose the source(s) and use(s) of all non-TxCDBG funds committed to this project. This includes cash, materials, land, and in-kind match. If the proposed project is part of a larger plan that includes additional funding that may not be considered matching funds, contact TDA for guidance.

| Source of Funds | Amount | Requested Use of Funds |
|--|-------------|------------------------|
| Rock Hill Water Supply Corporation General Fund | \$10,000.00 | Administrative Fees |

Match documentation (if matching funds committed by entities other than the Applicant)

Memo of Understanding.pdf

Required Uploads

Instructions:

Please complete this page and press the **SAVE** button.
Required fields are marked with an *

Please upload all required upload fields and save this page. Uploaded documents cannot be removed once the page is saved, but can be overwritten if necessary.

Evidence of SAM registration *

SAM.gov.pdf

Annual Audit (opinion letter)

Optional Uploads

FEMA Flood Map (for projects located within floodplain)

Force Account Justification

Other

Description

Upload

FY 2021 Audit

2021AFCR.pdf

Signatory Resolution

Signatory Resolution - County.pdf

Fair Housing Activity

FH Statement of Material Distribution.pdf

Interlocal Agreement

Memo of Understanding.pdf

Application Certification

Instructions:

Please complete this page and press the save button.

Required fields are marked with an *

The Authorized Official must check the box to certify the application, save the page, **AND** change the status by selecting "Submit Application" under the Status Options heading in the navigation menu to the left.

By signing below, the Applicant:

1. Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
2. Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
3. Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of the Texas Department of Agriculture (TDA), the U.S. Department of Housing and Urban Development (HUD), and the Texas State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with the agencies in the conduct of the audit or investigation, including allowing TDA, HUD, and/or SAO and any successor agency to inspect Applicant's premises and providing all records requested; and
4. By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules; and
5. Certifies Applicant will comply with all applicable state and federal laws, as well as all applicable TxCDBG policies and procedures, including procurement procedures for professional services and applicable vendors, interlocal agreements, environmental review requirements prior to any commitment of funds or other choice limiting action, URA acquisition requirements, plans and specifications approval by appropriate regulatory agencies, Davis Bacon wage requirements, and any applicable contract Special Conditions.

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state or federal law.

This application becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Texas Government Code, Sections 552.021, 552.023, and 559.004.)

Signature of Authorized Official

Title

Date

Rodger McLane

County Judge

5/3/2023 9:46:11 AM

When you are ready to submit this application to TDA, you **MUST** change the status by selecting "**Submit Application**" under the Status Options heading in the navigation menu to the left.

Beginning on the published due date for this application, the Department will allow Applicant to proceed at its own risk with administrative and engineering activities associated with the application. By checking this box, Applicant acknowledges that Department shall not reimburse any costs under this agreement until an agreement is fully executed with the Applicant. Department shall not be liable for costs incurred prior to the published due date for this application, or for any activities not included in Exhibit A, Performance Statement, and Exhibit B, Budget of the executed contract associated with the grant. By submission of this application, the Applicant knows or should know that federal funding may be committed to the project and no federal, state, or program requirements are waived during the pre-agreement period.

CDV - Community Development Fund

Instructions:

Please complete this page and press save.

Required fields are marked with an *

Information for Scoring

(See Application Guide for details in order to provide accurate responses.)

Applicant's Median Household Income * \$54,853.00

Geography Name * *Panola County, Texas*

Geography Level * *County*

Census Table * *DP03*

Source and Year * *ACS 2021*

Applicant's Poverty Rate 13.6000

Geography Name * *Panola County, Texas*

Geography Level * *County*

Census Table * *S1701*

Source and Year * *ACS 2021*

Previous Funding (prior six years) * 0 Community Development Fund awards
 1 Community Development Fund award
 2 Community Development Fund awards
 3 Community Development Fund awards

Is planning one of the proposed activities? * *No*

Agreement Certification

Grant Recipient staff may assist in reviewing the grant agreement document by clicking the Grant Agreement link below

After review, the Authorized Official must check the box to certify approval, save the page, **AND** change the status by selecting "Send Agreement to TDA for Signature" under the Status Options heading in the navigation menu to the left.

Click here to generate Grant Agreement: [Grant Agreement](#)

Authorized Signatory.

Each person signing the Agreement certifies that he or she is authorized by the Department or Grant Recipient to bind the party on whose behalf they are signing to the terms and conditions in the Agreement.

This Agreement is executed by the Parties in their capacities as stated below.

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts-just the same as a pen-and-paper signature.

| | Signature of Grant Recipient Authorized Official | Title | Date |
|-------------------------------------|---|---------------------|------------------|
| <input checked="" type="checkbox"/> | <i>Rodger McLane</i> | <i>County Judge</i> | <i>2/13/2024</i> |

| | Signature of TDA Authorized Official | Title | Date |
|-------------------------------------|---|---|-----------------------------|
| <input checked="" type="checkbox"/> | <i>Karen Reichel</i> | <i>Administrator for Trade & Business Development</i> | <i>2/13/2024 8:12:16 PM</i> |

**Fully executed original agreement:
Grant Agreement Figure:**

FIGURE A1 - CDV23-0438.pdf

Amendments

Amendment Number

Amendment Upload

Amendments

Grant Overview

Instructions:

Please complete this page and press the Save button.
 Required fields are marked with an *

Designated Personnel

TDA Grant Specialist *Catrina Pulido*
 TDA Program Monitor *Delfino Sema*

Primary Administrative Contact within TDA-GO!

Name *Katlin Fox Brown*
 Email *katlin.foxbrown@grtraylor.com*
 Phone Number *(903) 385-4983*

Authorized Signatories

[Click here to download Authorized Signatory Resolution \(Signatory Resolution - County \(1\).pdf\)](#)

Grant Award Training

Grant Award Training complete
 Pre-Award Project Verification – [link generate report](#)

1. Generate the document linked above

2. Download the Project Map from the field below

Pre-Award_Project_Verification.pdf

3. Review, sign and upload the *combined* Project Verification and Project Map in the field to the right

Project Map - current Grant Agreement Figure(s)

NOTE: This field is for reference and can only be revised by *FIGURE A1 - CDV23-0438.pdf*
 TDA Management

LSO / CRO Designation

As the Authorized Official, I designate the following individuals to be responsible for critical program requirements:

- **Labor Standards Officer - individual responsible for overseeing the labor standards portion of the contract for assuring compliance with all requirements under Chapter 7 of the TxCDBG Project Implementation Manual**

Katlin Fox Brown

- **Civil Rights Officer - local official / staff member responsible for oversight and compliance of fair housing and equal opportunity activities as required by the TxCDBG Grant Agreement and Chapter 10 of the TxCDBG Project Implementation Manual**

Rodger McLane

Authorized Official
Rodger McLane

Date
1/31/2024

Agreement Special Conditions

| Condition | Support Documents | TDA Accepted Date |
|-----------|-------------------|-------------------|
|-----------|-------------------|-------------------|

| | | |
|---|--|--|
| <p>9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.</p> | | |
| <p>10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:</p> <p>Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.</p> | | |
| <p>11. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor. Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.</p> | | |
| <p>12. Prior to submission of the Project Completion Report for the water system improvements described in the Performance Statement, Grant Recipient shall provide a letter from the Texas Commission on Environmental Quality that the constructed well is approved for use and may be placed into service.</p> | | |

Administrative Services
Other Documentation

Eligible Costs not Reported on MSR

| Item | Support Documents | Amount | Approved By TDA |
|------|-------------------|--------|-----------------|
| | | \$ | |

Special Requests

| Request | Support Documents | Approved by | Date of Response |
|---------|-------------------|-------------|------------------|
| | | | |

Key Dates

Authority to Use Grant Funds Date:

Acquisition:

Hold Status

Hold Status

Reason for Hold

Financial Report/Certificate of Expenditure

Cumulative Itemized Invoice List

Amendment Summary

Key Dates Report Summary

Materials and Services Summary Report

Other Costs Summary

Monitoring Review Summary

Performance Statement

[Generate Report](#)

[Generate Report](#)

[Generate Report](#)

[Generate Report](#)

[Generate Report](#)

[Generate](#)

[Generate Report](#)

[Generate Report](#)

**REIMBURSEMENT AGREEMENT COUNTY OF
PANOLA**

This REIMBURSEMENT AGREEMENT ("Agreement"), made this ____ day of _____, 20___, by and between the County of Panola, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE LICENSURE OF THE EMPLOYEE AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE COUNTY IN RETURN FOR PAYMENT OF ONE-HALF OF THE COSTS ASSOCIATED WITH LICENSURE.

THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE OR OTHERWISE ALTER THE AT WILL NATURE OF THE EMPLOYMENT RELATIONSHIP.

NOW, THEREFORE, THE COUNTY AND THE EMPLOYEE, FOR CONSIDERATION SET FORTH HEREIN, DO MUTUALLY AGREE AS FOLLOWS:

In consideration of the expenditures incurred by the County to train the Employee in preparation and expectation of gaining his/her Commercial Drivers License, the Employee expressly agrees to continue employment as **an employee with the Panola County Road & Bridge Department** for at least two (2) years from the date upon which the Employee receives the CDL and has met all other criteria needed to receive proper license requirements.

Said Employee agrees to repay the County for one-half of the cost of licensure within 30 days of the last day of employment with the express understanding repayment may be made by deducting said amount from the Employee's final paycheck should the below events occur:

1. The Employee voluntarily resigns from Panola County; or
2. The Employee is terminated,

EXECUTION OF AGREEMENT

SIGNED THIS THE ____ DAY OF _____ 20___.

EMPLOYEE:

PANOLA COUNTY:

SIGNATURE

PANOLA COUNTY JUDGE



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1830000
Agency Name: Panola County Sheriff's Office
Mailing Address: 314 W Wellington St
 Carthage, TX 75633

Type: Sheriff's Office

Agency Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

Jurisdiction Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

ESAC Preparer

Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

FY End Date: 12/31/2023

Agency FY 2024 Budget: \$4,861,492.00

Annual Certification Report

| | Justice Funds ¹ | Treasury Funds ² |
|---|----------------------------|-----------------------------|
| 1 Beginning Equitable Sharing Fund Balance | \$7,848.73 | \$272.04 |
| 2 Equitable Sharing Funds Received | \$0.00 | \$0.00 |
| 3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 Other Income | \$0.00 | \$0.00 |
| 5 Interest Income | \$9.85 | \$318.46 |
| 6 Total Equitable Sharing Funds Received (total of lines 2-5) | \$9.85 | \$318.46 |
| 7 Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small> | \$7,858.58 | \$590.50 |

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

| | Justice Funds | Treasury Funds |
|--|---------------|----------------|
| a Law Enforcement Operations and Investigations | \$0.00 | \$0.00 |
| b Training and Education | \$0.00 | \$0.00 |
| c Law Enforcement, Public Safety, and Detention Facilities | \$0.00 | \$0.00 |
| d Law Enforcement Equipment | \$0.00 | \$0.00 |
| e Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00 | \$0.00 |
| f Contracts for Services | \$0.00 | \$0.00 |
| g Law Enforcement Travel and Per Diem | \$0.00 | \$0.00 |
| h Law Enforcement Awards and Memorials | \$0.00 | \$0.00 |
| i Drug, Gang, and Other Education or Awareness Programs | \$0.00 | \$0.00 |
| j Matching Grants | \$0.00 | \$0.00 |
| k Transfers to Other Participating Law Enforcement Agencies | \$0.00 | \$0.00 |
| l Support of Community-Based Programs | \$0.00 | \$0.00 |
| m Non-Categorized Expenditures | \$0.00 | \$0.00 |
| n Salaries | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 |

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Kevin Cashion, CPA**Company:** Gollob Morgan Peddy**Phone:** 903-534-0088**Email:** kevin@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 990114

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Clinton, Cutter

Title: Panola County Sheriff

Email: cutter.clinton@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: McLane, Rodger

Title: Panola County Judge

Email: rodger.mclane@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 02/22/2024



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX183015A
Agency Name: Panola County District Attorney's Office
Mailing Address: Justice Center - Suite 301
 Carthage, TX 75633

Type: Prosecutor's Office

Agency Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

Jurisdiction Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320
Email: sidney.burns@co.panola.tx.us

ESAC Preparer

Name: Stacy, Jennifer
Phone: 9036930320
Email: sidney.burns@co.panola.tx.us

FY End Date: 12/31/2023

Agency FY 2024 Budget: \$760,510.00

Annual Certification Report

| | Justice Funds ¹ | Treasury Funds ² |
|--|----------------------------|-----------------------------|
| 1 Beginning Equitable Sharing Fund Balance | \$60,772.52 | \$0.00 |
| 2 Equitable Sharing Funds Received | \$0.00 | \$0.00 |
| 3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 Other Income | \$0.00 | \$0.00 |
| 5 Interest Income | \$2,457.06 | \$0.00 |
| 6 Total Equitable Sharing Funds Received (total of lines 2-5) | \$2,457.06 | \$0.00 |
| 7 Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6) | \$63,229.58 | \$0.00 |

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

| | Justice Funds | Treasury Funds |
|--|---------------|----------------|
| a Law Enforcement Operations and Investigations | \$0.00 | \$0.00 |
| b Training and Education | \$0.00 | \$0.00 |
| c Law Enforcement, Public Safety, and Detention Facilities | \$0.00 | \$0.00 |
| d Law Enforcement Equipment | \$0.00 | \$0.00 |
| e Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00 | \$0.00 |
| f Contracts for Services | \$0.00 | \$0.00 |
| g Law Enforcement Travel and Per Diem | \$0.00 | \$0.00 |
| h Law Enforcement Awards and Memorials | \$0.00 | \$0.00 |
| i Drug, Gang, and Other Education or Awareness Programs | \$0.00 | \$0.00 |
| j Matching Grants | \$0.00 | \$0.00 |
| k Transfers to Other Participating Law Enforcement Agencies | \$0.00 | \$0.00 |
| l Support of Community-Based Programs | \$0.00 | \$0.00 |
| m Non-Categorized Expenditures | \$0.00 | \$0.00 |
| n Salaries | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 |

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Kevin Cashion, CPA**Company:** Gollob Morgan Peddy**Phone:** 903-534-0088**Email:** kevin@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 990114

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Davidson, Danny Buck
Title: Criminal District Attorney
Email: danny.davidson@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: McLane, Rodger
Title: Panola County Judge
Email: rodger.mclane@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 02/22/2024



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1830200
Agency Name: Panola County Constable Precinct 1 & 4
Mailing Address: 314 W. Wellington
Carthage, TX 75633

Type: Police Department

Agency Finance Contact
Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

Jurisdiction Finance Contact
Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

ESAC Preparer
Name: Stacy, Jennifer
Phone: 9036930320
Email: jennifer.stacy@co.panola.tx.us

FY End Date: 12/31/2023 **Agency FY 2024 Budget:** \$196,533.00

Annual Certification Report

Summary of Equitable Sharing Activity **Justice Funds**¹ **Treasury Funds**²

| | | Justice Funds ¹ | Treasury Funds ² |
|---|---|----------------------------|-----------------------------|
| 1 | Beginning Equitable Sharing Fund Balance | \$0.00 | \$0.00 |
| 2 | Equitable Sharing Funds Received | \$0.00 | \$0.00 |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 | Other Income | \$0.00 | \$0.00 |
| 5 | Interest Income | \$0.00 | \$0.00 |
| 6 | Total Equitable Sharing Funds Received (total of lines 2-5) | \$0.00 | \$0.00 |
| 7 | Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 | Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6) | \$0.00 | \$0.00 |

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent **Justice Funds** **Treasury Funds**

| | | Justice Funds | Treasury Funds |
|---|--|---------------|----------------|
| a | Law Enforcement Operations and Investigations | \$0.00 | \$0.00 |
| b | Training and Education | \$0.00 | \$0.00 |
| c | Law Enforcement, Public Safety, and Detention Facilities | \$0.00 | \$0.00 |
| d | Law Enforcement Equipment | \$0.00 | \$0.00 |
| e | Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00 | \$0.00 |
| f | Contracts for Services | \$0.00 | \$0.00 |
| g | Law Enforcement Travel and Per Diem | \$0.00 | \$0.00 |
| h | Law Enforcement Awards and Memorials | \$0.00 | \$0.00 |
| i | Drug, Gang, and Other Education or Awareness Programs | \$0.00 | \$0.00 |
| j | Matching Grants | \$0.00 | \$0.00 |
| k | Transfers to Other Participating Law Enforcement Agencies | \$0.00 | \$0.00 |
| l | Support of Community-Based Programs | \$0.00 | |
| m | Non-Categorized Expenditures | \$0.00 | \$0.00 |
| n | Salaries | \$0.00 | \$0.00 |
| | Total | \$0.00 | \$0.00 |

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Kevin Cashion, CPA
Company: Gollob Morgan Peddy
Phone: 903-534-0088

Email: kevin@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 990114

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- 1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- 3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

| |
|--|
| <p>During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|--|

Agency Head

Name: Ivy, Jeff
Title: Constable Pct. 1 & 4
Email: jeff.ivy@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: McLane, Rodger
Title: County Judge
Email: rodger.mclane@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 02/22/2024



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1830300
Agency Name: Panola County Constable Precincts 2 & 3
Mailing Address: 110 S. Sycamore Rm 102a
 Carthage, TX 75633

Type: Police Department

Agency Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320 **Email:** jennifer.stacy@co.panola.tx.us

Jurisdiction Finance Contact

Name: Stacy, Jennifer
Phone: 9036930320 **Email:** jennifer.stacy@co.panola.tx.us

ESAC Preparer

Name: Stacy, Jennifer
Phone: 9036930320 **Email:** jennifer.stacy@co.panola.tx.us

FY End Date: 12/31/2023

Agency FY 2024 Budget: \$242,357.00

Annual Certification Report

| Summary of Equitable Sharing Activity | | Justice Funds ¹ | Treasury Funds ² |
|---------------------------------------|---|----------------------------|-----------------------------|
| 1 | Beginning Equitable Sharing Fund Balance | \$34.21 | \$294.11 |
| 2 | Equitable Sharing Funds Received | \$0.00 | \$0.00 |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force | \$0.00 | \$0.00 |
| 4 | Other Income | \$0.00 | \$0.00 |
| 5 | Interest Income | \$1.33 | \$11.96 |
| 6 | Total Equitable Sharing Funds Received (total of lines 2-5) | \$1.33 | \$11.96 |
| 7 | Equitable Sharing Funds Spent (total of lines a - n) | \$0.00 | \$0.00 |
| 8 | Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small> | \$35.54 | \$306.07 |

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

| Summary of Shared Funds Spent | | Justice Funds | Treasury Funds |
|-------------------------------|--|---------------|----------------|
| a | Law Enforcement Operations and Investigations | \$0.00 | \$0.00 |
| b | Training and Education | \$0.00 | \$0.00 |
| c | Law Enforcement, Public Safety, and Detention Facilities | \$0.00 | \$0.00 |
| d | Law Enforcement Equipment | \$0.00 | \$0.00 |
| e | Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00 | \$0.00 |
| f | Contracts for Services | \$0.00 | \$0.00 |
| g | Law Enforcement Travel and Per Diem | \$0.00 | \$0.00 |
| h | Law Enforcement Awards and Memorials | \$0.00 | \$0.00 |
| i | Drug, Gang, and Other Education or Awareness Programs | \$0.00 | \$0.00 |
| j | Matching Grants | \$0.00 | \$0.00 |
| k | Transfers to Other Participating Law Enforcement Agencies | \$0.00 | \$0.00 |
| l | Support of Community-Based Programs | \$0.00 | \$0.00 |
| m | Non-Categorized Expenditures | \$0.00 | \$0.00 |
| n | Salaries | \$0.00 | \$0.00 |
| Total | | \$0.00 | \$0.00 |

Equitable Sharing Funds Received From Other Agencies

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| | | |

Other Income

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
| | | |

Matching Grants

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
| | | |

Transfers to Other Participating Law Enforcement Agencies

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
| | | |

Support of Community-Based Programs

| Recipient | Justice Funds | |
|-----------|---------------|--|
| | | |

Non-Categorized Expenditures

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Salaries

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
| | | |

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Kevin Cashion, CPA**Company:** Gollob Morgan Peddy**Phone:** 903-534-0088**Email:** kevin@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 990114

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

| |
|--|
| <p>During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|--|

Agency Head

Name: LaGrone, Brack
Title: Constable Pct. 2 & 3
Email: brack.lagrone@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: McLane, Rodger
Title: Panola County Judge
Email: rodger.mclane@co.panola.tx.us

Signature: Submitted Electronically

Date: 02/22/2024

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

| | |
|---|--|
| Year: 2023 | Agency Name: Panola County Sheriff's Dept. |
| Agency Mailing Street: 314 W. Wellington | City: Carthage |
| ZIP: 75633 | State: TX |
| County: Panola | Phone Number: (903) 693-0333 |
| Agency Fiscal Beginning Month: January | Agency Fiscal Ending Month: December |

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance:

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$53,580.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$53,580.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$37,425.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$1,397.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$1,221.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$16,900.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$23,143.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

| Description | Seized | Forfeited To Agency | Returned to Defendants/Respondents | Put into use by Agency |
|-------------|--------|---------------------|------------------------------------|------------------------|
|-------------|--------|---------------------|------------------------------------|------------------------|

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):
- 2) Salary Budgeted Solely \$0.00
From Forfeited Funds:
- 3) Number of Employees Paid 0
Using Forfeiture Funds:

- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by \$0.00
Governing Body:
- 2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:
- 3) Number of Employees Paid 0
Using Forfeiture Funds:

- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body \$4,900.00
Armor, Personal Equipment:
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$0.00

8) K9 Related Costs: \$12,000.00

9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$16,900.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00

2) Mobile Phone and Data
Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS \$0.00
(Pursuant to Articles 59.06
(d-3(6)), (h), (j), (n), (o), (d-2),
(r)) - This field will be

auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated
when you SAVE or switch
sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT \$0.00
ACCOUNTED FOR IN
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$16,900.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Rachael Payne

Title: Certified Public
Accountant

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2023

Typed Name of Head of
Agency:: R.C. Cutter Clinton

Title: Sheriff

Date: 2/21/2024

Comments:



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

| | |
|--|---|
| Year: 2023 | Agency Name: Panola County Constable Precinct 1 and 4 |
| Agency Mailing Street: 110 S. Sycamore Room 102-A | City: Carthage |
| ZIP: 75633 | State: TX |
| County: Panola | Phone Number: (903) 693-0385 |
| Agency Fiscal Beginning Month: January | Agency Fiscal Ending Month: December |

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$201.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$8.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$209.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

| Description | Seized | Forfeited To Agency | Returned to Defendants/Respondents | Put into use by Agency |
|-------------|--------|---------------------|------------------------------------|------------------------|
|-------------|--------|---------------------|------------------------------------|------------------------|

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by \$0.00
Governing Body:

2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body \$0.00
Armor, Personal Equipment:

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r)) - This field will be auto-calculated when you SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated when you SAVE or switch sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Rachael Payne

Title: Certified Public
Accountant

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2023

Typed Name of Head of Agency: Jeff Ivy

Agency:

Title: Constable 1&4

Date: 2/22/2024

Comments:



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

| | |
|--|---|
| Year: 2023 | Agency Name: Panola County Constable Precinct 2 and 3 |
| Agency Mailing Street: 110 S. Sycamore, #102A | City: Carthage |
| ZIP: 75633 | State: TX |
| County: Panola | Phone Number: (903) 693-0342 |
| Agency Fiscal Beginning Month: January | Agency Fiscal Ending Month: December |

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$1,074.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$43.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$1,117.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

| | | | | |
|-------------|--------|---------------------|------------------------------------|------------------------|
| Description | Seized | Forfeited To Agency | Returned to Defendants/Respondents | Put into use by Agency |
|-------------|--------|---------------------|------------------------------------|------------------------|

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by \$0.00
Governing Body:

2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body \$0.00
Armor, Personal Equipment:

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r) - This field will be auto-calculated when you SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Rachael Payne

Title: Certified Public
Accountant

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2023

Typed Name of Head of Agency: Brack LaGrone

Title: Constable Pct 2&3

Date: 2/22/2024

Comments:



**A-LERT BUILDING SYSTEMS
& A-LERT ROOF SYSTEMS**
A Division of Centurion Industries, Inc.
2065 FM 1102
New Braunfels, Texas 78132
800-344-0609-Tel 830-643-1912-Fax



County of Panola, Texas
Attn: Jennifer Stacy, County Auditor
110 S. Sycamore Street
Carthage, TX 75633

RE: Warranties re: Panola County Courthouse in Carthage, TX
A-Lert Job #611810

Dear Ms. Stacy:

I wanted to thank Panola County for allowing A-Lert Roof Systems, a division of Centurion Industries, Inc., to install a new A-Lert Standing Seam Metal Roof System on the Panola County Courthouse in Carthage, Texas.

The new roof system is protected by several warranties. I am enclosing copies of those warranties. More specifically, the warranties are entitled:

Manufacturer's Limited Warranty Warranty Number: 130M-23-1260
Finish Limited Warranty Warranty Number: 130F-23-1260; and
Watertight Limited Warranty Warranty Number: 130W-23-1260.

Our records show that this project was substantially complete on December 6, 2023. Therefore, the terms of these Warranties begin with that date. Please contact me immediately if you believe the project was substantially completed on a different date. We need a fully executed copy of these Warranties in order for them to be in full force and effect. Therefore, please sign the back page of each Warranty and email a copy of the same to me at your earliest convenience.

Once again thank you for your business. Call me if you have any questions or comments.

Very truly yours,
A-LERT ROOF SYSTEMS
A Division of Centurion Industries, Inc.

Rhonda Walker Conard
ARS Contracts/AR Specialist

Attachments (3)

OUR CORE VALUES

INTEGRITY *** EMPLOYEES *** PARTNERSHIPS *** UNRELENTING CUSTOMER SERVICE

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS
Divisions of Centurion Industries, Inc.
STANDING SEAM ROOF SYSTEM MANUFACTURER'S
LIMITED WARRANTY
Warranty Number: 130M – 23 -- 1260
Version 19-1

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- 1 DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
- 1.1 Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1** Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2** Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3** Repeated presence of standing water;
 - 1.1.4** Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5** Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 Building.** Panola County Courthouse, located at 110 S. Sycamore Street, Carthage, Texas, 75633.
 - 1.4 Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 Date of Completion.** The date of completion for this project is: December 6, 2023;
Or the date that is the earlier of either:
 - 1.5.1** The date the Project is substantially completed; or
 - 1.5.2** The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 Kynar Galvanized Panels.** 70 Kynar^{®1} 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar[®] 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
 - 1.8 Owner.** County of Panola, Texas, Panola County Courthouse, 110 S. Sycamore Street, Carthage, TX 75633.

¹ Kynar[®] is a registered trademark of Elf Atochem North America, Inc. Galvalume[®] is a registered trademark of Bieci International, Inc. Zinalume[®] is a registered trademark of John Lysaght (Australia) Limited.

- 1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to the Panola County Courthouse located in Carthage, Texas.
- 1.11 **Products.** Materials or products which are identified in the Warranty for warranty protection.
- 1.12 **Related A-Lert Warranty.** The written warranties pertaining to the Project issued by A-Lert to Owner entitled:
- 1.12.1 *Standing Seam Roof System Watertight Limited Warranty* with a Warranty Number of 130W – 23 --1260; and
- 1.12.2 *Standing Seam Roof System Finish Limited Warranty* with a Warranty Number of 130F – 23 -- 1260.
- 1.13 **Term.** A period of time of a duration of Twenty (20) years.
- 1.14 **Value of the Products.** An amount of money equal to \$598,455.00, minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.15 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 1.16 **Zinc Aluminum Panels.** 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zinalume® panels. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 2 **FABRICATED STEEL COMPONENTS.** All fabricated steel components (except Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels) are warranted only against failure due to defective manufacturing materials or manufacturing workmanship for one year. Fabricated steel components include, but are not limited to, downspouts, gutters, accessories, fixtures, insulation, fasteners, vents, flashing signs, fascia, or skylights.
- 3 **PANELS.** The Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels will not rupture, fail structurally, or perforate due to normal atmospheric conditions during the Term.
- 4 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing, repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.
- 5 **GENERAL EXCLUSIONS.** A-Lert shall have no liability or responsibility under or in connection with the Warranty if any of the following occur:
- 5.1 The Products are sold or erected outside the United States or Canada;
- 5.2 A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
- 5.3 The Products are exposed to Abnormal Atmospheric Conditions;
- 5.4 A failure caused by cascading water;

- 5.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
- 5.6 Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
- 5.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
- 5.8 Damage is caused by the failure to provide free drainage of water from the Products;
- 5.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;
- 5.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
- 5.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
- 5.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
- 5.13 The Product comes in contact with fasteners not provided by A-Lert;
- 5.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
- 5.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
- 5.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
- 5.17 The Products are incorporated into roofs or sections with slopes flatter than ¼:12;
- 5.18 Damage is caused by workers (other than workers of A-Lert);
- 5.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;
- 5.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 5.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 5.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 5.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 5.24 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 5.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 5.26 A-Lert does not install the Products;
- 5.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 5.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 5.29 Owner fails to comply with any term or condition of the Warranty;
- 5.30 The failure is to a paint, finish, or coating of the Standing Seam Roof;
- 5.31 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;

- 5.32 A failure is due to corrosion of substrate; or
- 5.33 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

6 SPECIAL EXCLUSIONS.

- 6.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
- 6.2 **Legal Compliance.** A-Lert does not warrant that any Product shall comply or satisfy any federal, state, local, or municipal ordinances, codes, laws, statutes, or regulations.
- 6.3 **Grazing.** A-Lert does not warrant that any Product shall not have microscopic grazing of the film on outside radii.
- 6.4 **Cracking.** A-Lert does not warrant that any Product will not have slight grazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet, or a result of metal fracture in the case of aluminum or spangle cracking of a zinc layer. A-Lert does not warrant that any Product will not have breaks in the film caused by metal forming.
- 6.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 6.6 **Finish Restrictions.** The Warranty shall not apply to any finish, coating, film, or paint of a Product. A failure of any finish, coating, film, or paint of the Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels shall not be considered a defect, a perforation, or failure of a Product.
- 6.7 **Oil Canning.** Oil canning shall not be considered a defect of a Product.

7 FINANCIAL LIMITATIONS. Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.

8 VENDOR LIMITATIONS. If A-Lert acquired the Product, or a component of the Product, from a vendor, then, notwithstanding any other provision in the Warranty, the Related A-Lert Warranty, or the Construction Contract, A-Lert, or any other person or entity, shall not be required under the Warranty, the Related A-Lert Warranty, or the Construction Contract, to incur any repairs, replacements, refinishing, repainting, restoration, costs, obligations, liabilities, or expenses of any type unless that vendor provides to A-Lert a remedy, and fulfills that remedy, for the Product failure that has a value substantially equal to the value of the remedy extended by the Warranty for the same Product failure. Section 8 shall not be interpreted to either transfer or assign any of A-Lert's rights with that vendor to Owner, or create a third party beneficiary contract for the benefit of Owner.

9 INSURANCE. It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, cost, or liability that may result due to a failure.

10 ACCESS TO THE BUILDING. During the term of the Warranty, A-Lert its agents, or employees, shall have free access to the Building which contains the Products during regular business hours to inspect and photograph the Products and the Building.

11 WAIVER OF BREACH. A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.

12 FILING A CLAIM.

- 12.1 **Generally.** As a condition precedent for A-Lert to either incur any liability under the Warranty or for A-Lert to furnish any goods or services required by the Warranty, all the requirements of Section 12 must be fully, strictly, and timely met.
- 12.2 **Written Statement.** The only acceptable notification of a warranty claim shall be a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe with particularity the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, or the end of the Term, whichever comes first, by U.S. registered or certified mail, return receipt required, postage prepaid to: Centurion Industries Inc.; Attn: Secretary/Treasurer, 1107 N. Taylor Road, Garrett, IN 46738.
- 12.3 **Work Order.** Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert. A copy of that work order shall be submitted to A-Lert by Owner at the time the work order was executed by Owner.

13 **TERM.** The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Product or the Date of Completion. Any repairs, restorations, replacements, or repainting carried out under the Warranty shall carry a warranty term equal to the then remaining balance of the original term.

14 **ASSIGNMENT.** The Warranty is extended only to Owner and is not transferable or assignable by Owner. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Products or the Building. Should Owner become insolvent bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.

15 **AMENDMENT AND TERMINATION.** The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of Products already accepted by Owner.

16 **AUTHORITY TO EXECUTE.** Each person signing the Warranty in a representative capacity warrants and represents that:

- 16.1 The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
- 16.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.

17 DISPUTE RESOLUTION.

- 17.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 17.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty,

or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.

17.3 Arbitration. Disputes not resolved under Section 17.1 or Section 17.2 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.

17.4 Venue. Any mediation or arbitration undertaken pursuant to Warranty, the Related A-Lert Warranty or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.

18 MISCELLANEOUS. The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, or any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection for the Warranty and the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

ORAL STATEMENTS ABOUT THE BUILDING OR THE PRODUCTS BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR PRODUCTS SHALL NOT BE MADE IN RELIANCE UPON THEM.

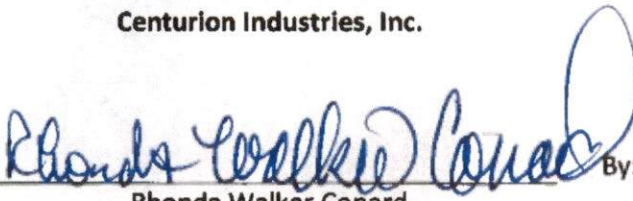
WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE REMEDIES STATED IN THIS WARRANTY AND THE RELATED A-LERT WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY CONSTRUCTION CONTRACT, AND FOR FAILURE OF THE PRODUCT, AS WELL AS THE INSTALLATION OF THE PRODUCT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS A-LERT IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS WARRANTY.


WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

**A-Lert
Centurion Industries, Inc.**

Owner

By: 
Rhonda Walker Conard
ARS Contracts/AR Specialist

Panola County
Name of Owner
By: 
Signature

December 6, 2023
Date

Rodger G. McLane
Printed or Typed Name
County Judge
Title

The Owner is obligated to execute the Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures. If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper number of signatures.

February 27, 2024
Date

By: _____
Signature

Printed or Typed Name

Title

Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

Date

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS
Divisions of Centurion Industries, Inc.
STANDING SEAM ROOF SYSTEM FINISH
LIMITED WARRANTY
Warranty Number: 130F – 23 -- 1260
Version 19-1

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- 1 **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
- 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** Panola County Courthouse, located at 110 S. Sycamore Street, Carthage, Texas, 75633.
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 **Date of Completion.** The date of completion on this project is: December 6, 2023;
Or the date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Kynar Galvanized Panels.** 70 Kynar^{®1} 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar[®] 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
 - 1.8 **Owner.** County of Panola, Texas, Panola County Courthouse, 110 S. Sycamore Street, Carthage, TX 75633.

¹ Kynar[®] is a registered trademark of Elf Atochem North America, Inc. Galvalume[®] is a registered trademark of Bieck International, Inc. Zinalume[®] is a registered trademark of John Lysaght (Australia) Limited.

- 1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to the Panola County Courthouse located in Carthage, Texas.
- 1.11 **Products.** Materials or products which are identified in the Warranty for warranty protection.
- 1.12 **Related A-Lert Warranty.** The written warranties pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.12.1 *Standing Seam Roof System Watertight Limited Warranty* with a Warranty Number of 130W – 23 --1260; and
 - 1.12.2 *Standing Seam Roof System Manufacturer's Limited Warranty* with a Warranty Number of 130M – 23 --1260.
- 1.13 **Term.** A period of time of a duration of Twenty (20) years.
- 1.14 **Value of the Products.** An amount of money equal to \$598,455.00. minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.15 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 1.16 **Zinc Aluminum Panels.** 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zincolume® panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

2 PREPAINTED GALVANIZED PANELS.

- 2.1 **Vertical Surfaces.** When the Prepainted Galvanized Panels are used as vertical surfaces, then during the Term:
 - 2.1.1 The paint will not peel (lose adhesion), crack, check, or chip;
 - 2.1.2 The paint will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
 - 2.1.3 The paint will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.
- 2.2 **Non-Vertical Surfaces.** The paint on Prepainted Galvanized Panels used as surfaces other than vertical surfaces will not crack, check, or peel during the Term.

3 KYNAR GALVANIZED PANELS. When the Kynar Galvanized Panels are used 0° - 86° from vertical, then during the Term:

- 3.1 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not peel (lose adhesion), crack, check, or chip;
- 3.2 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
- 3.3 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the

corresponding values measured on the original or unexposed surface. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

- 4 **ZINC ALUMINUM PANELS.** The coating of the Zinc Aluminum Panels shall perform in accordance with industry standards during the Term.
- 5 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing, repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.
- 6 **GENERAL EXCLUSIONS.** A-Lert shall have no liability or responsibility under or in connection with the Warranty if any of the following occur:
 - 6.1 The Products are sold or erected outside the United States or Canada;
 - 6.2 A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 6.3 The Products are exposed to Abnormal Atmospheric Conditions;
 - 6.4 A failure caused by cascading water;
 - 6.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - 6.6 Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
 - 6.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
 - 6.8 Damage is caused by the failure to provide free drainage of water from the Products;
 - 6.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;
 - 6.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
 - 6.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
 - 6.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
 - 6.13 The Product comes in contact with fasteners not provided by A-Lert;
 - 6.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
 - 6.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
 - 6.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
 - 6.17 The Products are incorporated into roofs or sections with slopes flatter than ¼:12;
 - 6.18 Damage is caused by workers (other than workers of A-Lert);
 - 6.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;

- 6.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 6.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 6.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 6.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 6.24 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 6.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 6.26 A-Lert does not install the Products;
- 6.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 6.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 6.29 Owner fails to comply with any term or condition of the Warranty;
- 6.30 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- 6.31 A failure is due to corrosion of substrate; or
- 6.32 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

7 SPECIAL EXCLUSIONS.

- 7.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
- 7.2 **Legal Compliance.** A-Lert does not warrant that any Product shall comply or satisfy any federal, state, local, or municipal ordinances, codes, laws, statutes, or regulations.
- 7.3 **Grazing.** A-Lert does not warrant that any Product shall not have microscopic grazing of the film on outside radii.
- 7.4 **Cracking.** A-Lert does not warrant that any Product will not have slight grazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet, or a result of metal fracture in the case of aluminum or spangle cracking of a zinc layer. A-Lert does not warrant that any Product will not have breaks in the film caused by metal forming.
- 7.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 7.6 **Finish Restrictions.** The Warranty shall not apply to the interior or reverse side finish of a Product. The Warranty does not apply to any aspect of the Product except the paint or coating film on the Product.
- 7.7 **Oil Canning.** Oil canning shall not be considered a defect of a Product.

8 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.

9 **VENDOR LIMITATIONS.** If A-Lert acquired the Product, or a component of the Product, from a vendor, then, notwithstanding any other provision in the Warranty, the Related A-Lert Warranty, or the Construction Contract, A-Lert, or any other person or entity, shall not be required under the Warranty, the Related A-Lert

Warranty, or the Construction Contract, to incur any repairs, replacements, refinishing, repainting, restoration, costs, obligations, liabilities, or expenses of any type unless that vendor provides to A-Lert a remedy, and fulfills that remedy, for the Product failure that has a value substantially equal to the value of the remedy extended by the Warranty for the same Product failure. Section 9 shall not be interpreted to either transfer or assign any of A-Lert's rights with that vendor to Owner, or create a third party beneficiary contract for the benefit of Owner.

- 10 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, cost, or liability that may result due to a failure.
- 11 **ACCESS TO THE BUILDING.** During the term of the Warranty, A-Lert its agents, or employees, shall have free access to the Building which contains the Products during regular business hours to inspect and photograph the Products and the Building.
- 12 **WAIVER OF BREACH.** A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.
- 13 **FILING A CLAIM.**
- 13.1 **Generally.** As a condition precedent for A-Lert to either incur any liability under the Warranty or for A-Lert to furnish any goods or services required by the Warranty, all the requirements of Section 13 must be fully, strictly, and timely met.
- 13.2 **Written Statement.** The only acceptable notification of a warranty claim shall be a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe with particularity the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, or the end of the Term, whichever comes first, by U.S. registered or certified mail, return receipt required, postage prepaid to: Centurion Industries Inc.; Attn: Secretary/Treasurer, 1107 N. Taylor Road, Garrett, IN 46738.
- 13.3 **Work Order.** Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert. A copy of that work order shall be submitted to A-Lert by Owner at the time the work order was executed by Owner.
- 14 **TERM.** The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Product or the Date of Completion. Any repairs, restorations, replacements, or repainting carried out under the Warranty shall carry a warranty term equal to the then remaining balance of the original term.
- 15 **ASSIGNMENT.** The Warranty is extended only to Owner and is not transferable or assignable by Owner. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Products or the Building. Should Owner become insolvent bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.
- 16 **AMENDMENT AND TERMINATION.** The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of Products already accepted by Owner.
- 17 **AUTHORITY TO EXECUTE.** Each person signing the Warranty in a representative capacity warrants and represents that:

- 17.1 The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
- 17.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.

18 DISPUTE RESOLUTION.

- 18.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 18.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.
- 18.3 **Arbitration.** Disputes not resolved under Section 18.1 or Section 18.2 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.
- 18.4 **Venue.** Any mediation or arbitration undertaken pursuant to Warranty, the Related A-Lert Warranty or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.

- 19 **MISCELLANEOUS.** The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, or any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection for the Warranty and the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

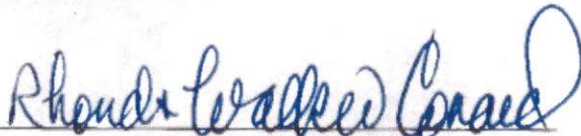
ORAL STATEMENTS ABOUT THE BUILDING OR THE PRODUCTS BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR PRODUCTS SHALL NOT BE MADE IN RELIANCE UPON THEM.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE REMEDIES STATED IN THIS WARRANTY AND THE RELATED A-LERT WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY CONSTRUCTION CONTRACT, AND FOR FAILURE OF THE PRODUCT, AS WELL AS THE INSTALLATION OF THE PRODUCT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS A-LERT IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS WARRANTY.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

**A-Lert
Centurion Industries, Inc.**

By: 
Rhonda Walker Conard
ARS Contracts/AR Specialist

December 6, 2023
Date

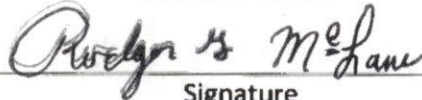
The Owner is obligated to execute the Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures. If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper number of signatures.

Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

Owner

Panola County

Name of Owner

By: 
Signature

Rodger G. McLane

Printed or Typed Name

County Judge

Title

February 27, 2024

Date

By: _____
Signature

Printed or Typed Name

Title

Date

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS
Divisions of Centurion Industries, Inc.
STANDING SEAM ROOF SYSTEM WATERTIGHT
LIMITED WARRANTY
Warranty Number: 130W –23 -- 1260
Version 19-1

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the workmanship undertaken by A-Lert for the installation of the Standing Seam Roof shall be free of any substantive defect and shall be adequate to prevent any leaks in the Standing Seam Roof during the Term.

- 1 **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
- 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** Panola County Courthouse, located at 110 S. Sycamore Street, Carthage, Texas, 75633.
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete or partially complete, the Project.
 - 1.5 **Date of Completion.** The date of completion on this project is: December 6, 2023;
Or the date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Owner.** County of Panola, Texas, Panola County Courthouse, 110 S. Sycamore Street, Carthage, Texas, 75633.
 - 1.8 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related, directly or indirectly, to the Panola County Courthouse in Carthage, Texas.
 - 1.9 **Related A-Lert Warranty.** The written warranties pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.9.1 *Standing Seam Roof System Manufacturer's Limited Warranty* with a Warranty Number of 130M – 23 --1260; and
 - 1.9.2 *Standing Seam Roof System Finish Limited Warranty* with a Warranty Number of 130F – 23-- 1260.

- 1.10 **Standing Seam Roof.** The Standing Seam Roof furnished to Owner by A-Lert which was installed on the Building. Standing Seam Roof shall exclude vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments to the roof or wall, not furnished or approved in writing by A-Lert.
 - 1.11 **Term.** A period time of a duration of Twenty (20) years.
 - 1.12 **Value of the Products.** An amount of money equal to \$598,455.00, minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
 - 1.13 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 2 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, or restoring of any failed workmanship. A-Lert retains the exclusive right to select the person or entity which shall provide any goods or services required by the Warranty.
- 3 **GENERAL EXCLUSIONS.** A-Lert shall have no liability or responsibility under or in connection with the Warranty if any of the following occur:
- 3.1 The Standing Seam Roof is sold or erected outside the United States or Canada;
 - 3.2 Damage is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 3.3 The Standing Seam Roof is exposed to Abnormal Atmospheric Conditions;
 - 3.4 A failure is caused by cascading water;
 - 3.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - 3.6 Water, including internal condensation, is not permitted to drain from all roof surfaces of the Standing Seam Roof, including overlaps of the roof;
 - 3.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
 - 3.8 Damage is caused by the failure to provide free drainage of water from the Standing Seam Roof;
 - 3.9 The Standing Seam Roof is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;
 - 3.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilized manufacturing, paper plant, or the like;
 - 3.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
 - 3.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment or during storage on the job site;
 - 3.13 The Standing Seam Roof incorporates fasteners not provided by A-Lert.
 - 3.14 Components, including, but not limited to, flashing, signs, fascia, skylights, or any other such material or accessories, are incorporated into or attached to the Standing Seam Roof, which are not made known to and approved in writing by A-Lert;
 - 3.15 Alterations or modifications, including, but not limited to, roof penetrations, or structures, fixtures, or utilities being placed upon or attached to the Standing Seam Roof are undertaken, which are not made known to and approved in writing by A-Lert;
 - 3.16 The roof has a slope flatter than ¼:12;
 - 3.17 Damage is caused by workers (other than workers of A-Lert);
 - 3.18 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the workmanship of A-Lert;

- 3.19 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
 - 3.20 Damage is caused by any causes or occurrences beyond A-Lert's control;
 - 3.21 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
 - 3.22 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
 - 3.23 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Standing Seam Roof;
 - 3.24 Owner fails to pay in full for all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert, to or for the benefit of Owner;
 - 3.25 A-Lert does not install the Standing Seam Roof;
 - 3.26 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Standing Seam Roof;
 - 3.27 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
 - 3.28 Owner fails to comply with any term or condition of the Warranty;
 - 3.29 The failure is to a paint, finish, or coating of the Standing Seam Roof;
 - 3.30 A failure is due to corrosion of substrate; or
 - 3.31 The failure is to the aesthetics of the Standing Seam Roof.
- 4 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.
- 5 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, costs, or liability that may result due to a failure.
- 6 **ACCESS TO ROOF.** During the Term of the Warranty, A-Lert, its agents, or employees, shall have free access to the Standing Seam Roof during regular business hours to inspect and photograph the Standing Seam Roof and the Building.
- 7 **WAIVER OF BREACH.** A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.
- 8 **FILING A CLAIM.**
- 8.1 **Generally.** As a condition precedent for A-Lert to either incur any liability under the Warranty or for A-Lert to furnish any goods or services required by the Warranty, all the requirements of Section 8 must be fully, strictly, and timely met.
 - 8.2 **Written Statement.** The only acceptable notification of a warranty claim shall be a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe with particularity the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, or the end of the Term, whichever comes first, by U.S. registered or certified mail, return receipt required, postage prepaid to: Centurion Industries Inc.; Attn: Secretary/Treasurer, 1107 N. Taylor Road, Garrett, IN 46738.

- 8.3 **Work Order.** Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert. A copy of that work order shall be submitted to A-Lert by Owner at the time the work order was executed by Owner.
- 9 **TERM.** The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Standing Seam Roof installation by A-Lert, or the Date of Completion. Any repairs, restorations, or replacements carried out under the Warranty shall carry a warranty Term equal to the then remaining balance of the original Term.
- 10 **ASSIGNMENT.** The Warranty is tendered for the sole benefit of Owner and is not transferable or assignable. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Building. Should Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.
- 11 **AMENDMENT AND TERMINATION.** The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of the Standing Seam Roof already accepted by Owner.
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- 12.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.
- 13 **DISPUTE RESOLUTION.**
- 13.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 13.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.
- 13.3 **Arbitration.** Disputes not resolved under Section 13.1 or Section 13.2 shall be decided by arbitration which, unless the parties mutually agree otherwise shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is

authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.

13.4 **Venue.** Any mediation or arbitration undertaken pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.

14 **MISCELLANEOUS.** The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, and any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

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ORAL STATEMENTS ABOUT THE BUILDING OR THE STANDING SEAM ROOF BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, BID PROPOSALS, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR STANDING SEAM ROOF SHALL NOT BE MADE IN RELIANCE UPON THEM.

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APPROVED 02-27-2024
Rodger G. McLane
County Judge

Rodger G. McLane

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

NAME: Scott Jones
POSITION: Mental Health Deputy
DEPARTMENT: PCSO
DATE: 01/12/2024

CONFERENCE: Texas CIT Conference
LOCATION: South Padre Island Texas
DATES: April 17, 2024 to April 20, 2024

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 3

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

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

How much of your requirements have been met already, not counting this conference?
Starting a new year

How many days have you been away from your job this year for conferences, not counting this conference? 0

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.)

Better educate myself on Mental Health laws of Texas

