

PANOLA COUNTY SHERIFF'S OFFICE

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

314 W. Wellington
Carthage, Texas 75633



Sheriff Cutter Clinton

May 21, 2026

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:

To record an increase in salary to \$20.17 per hour plus uniform allowance for Ethan Twomey, a Detention Officer with the Panola County Sheriff's Office, effective May 16th, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "Cutter Clinton".

Cutter Clinton
Sheriff

CC/hc

CC: Jennifer Stacy
Abby Booker

Honesty, Integrity, Service

PERSONNEL CHANGE REQUEST

Name: CHARLES PETERS

Department: ROAD AND BRIDGE PCT 4

Position: OPERATOR

New Position

(If applicable) NA

Current wage or salary

\$22.64

New wage or salary

\$23.63

Effective date of change

JUNE 15, 2026



Elected Official/Department Head

Signature



Date Signed

**NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES**

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 303, CR 3031 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 1,200' line in Panola County.

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

Construction of this line will begin on or after the 5th day of
June, 2026.

FIRM: DFW Telecom

BY: Jessie Hatley

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas
75045

PHONE: (903) 603 - 1052

APPROVAL

June 2, 2026

TO: Spectrum Gulf Coast, LLC
Attn: Jessie Hatley
P.O. Box 450251
Garland, TX 75045

RE: **County Road #303 & #3031**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE lines** within the right-of-way of County Roads **#303 & #3031**.

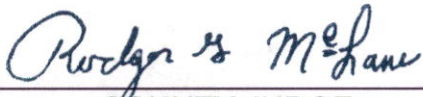
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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

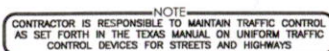
culvert or within 10 feet of the closest point of same.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



Underground: 1,200'

Panola County Road Overall

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.

2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SHOWN IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL LINE LOCATES IN THE FIELD AND THE PROTECTION OF ALL EXISTING FACILITIES WHETHER SHOWN OR NOT. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY TO REPAIR TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWN ON THE DRAWING OR NOT.

3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.

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4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: (A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY; (B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"; TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIT AND BARRICADED AT NIGHT.

6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EDUCATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENDISH SAFETY SYSTEMS THAT COMPLY WITH ALL LAWS GOVERNING CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.

7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLAUSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" AS AMENDED BY THE ADDENDUM TO THE NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.

8. ALL REINFORCING STEEL AND DWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.

9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.

10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 95% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUD CONDUIT 1-2" HDPE

TYPICAL STREET CROSSING PROFILE - AERIAL

PREPARED BY: DFW TELECOM, INC

**NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES**

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 302, CR 3041 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 1,143' line in Panola County.

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

Construction of this line will begin on or after the 5th day of
June, 2026.

FIRM: DFW Telecom
BY: Jessie Hatley
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (903) 603 - 1052

APPROVAL

June 2, 2026

TO: Spectrum Gulf Coast, LLC
Attn: Jessie Hatley
P.O. Box 450251
Garland, TX 75045

RE: **County Road #302 & #3041**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE lines** within the right-of-way of County Roads **#302 & #3041**.

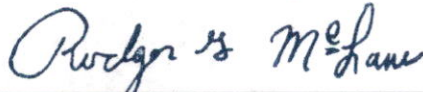
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

Spectrum

NOTE
CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

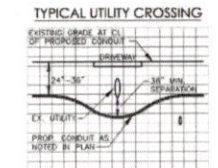
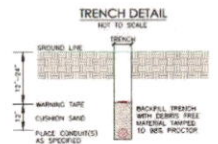
Project consist of approximately:

Underground: 1,143'

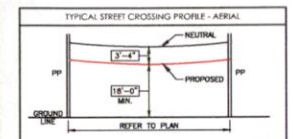
Panola County Road Overall

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL LINE LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING FACILITIES WHETHER SHOWN OR NOT. THE CONSTRUCTION CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
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4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" AS AMENDED BY THE ADDENDUM TO THE NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 95% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

Google Earth

Image © 2020 Airbus

PID 3718152

Underground on CR 302, CR 3041

Legend

- Aerial Cable
- Changes
- Pedestal
- Underground



Google Earth

Image © 2026 Airbus

**NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES**

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: CR 203 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 3,600' line in Panola County.

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

Construction of this line will begin on or after the 5th day of
June, 2026.

FIRM: DFW Telecom
BY: Jessie Hatley
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (903) 603 - 1052

APPROVAL

June 2, 2026

TO: Spectrum Gulf Coast, LLC
Attn: Jessie Hatley
P.O. Box 450251
Garland, TX 75045

RE: **County Road #203**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE line** within the right-of-way of County Road **#203**.

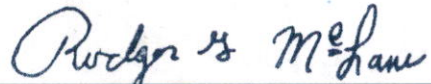
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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.

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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

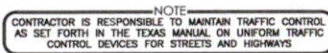
culvert or within 10 feet of the closest point of same.

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.
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9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



Underground: 3,600'

PID 3718152
Underground on CR 203

Legend

- Aerial Cable
- Changes
- Pedestal
- Underground

Google Earth

1000 ft

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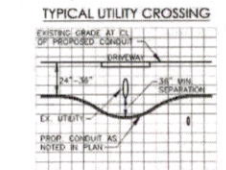
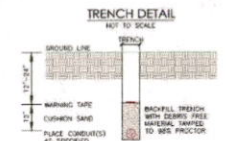
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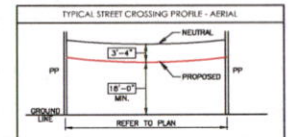
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UNDERGROUD CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

MACHINERY



GUARANTEE CONSIGNMENT CONTRACT

Seller/Consignor Name: Panola County, Texas
Address: 110 S Sycamore St RM 213-A, Carthage, TX 75633
Email: jstacy@co.panola.tx.us

Seller commissions Machinery Auctioneers of Texas LLC ("Auctioneers") to sell the items listed below and attached sheet(s).

Auctioneer guarantees seller a minimum bid equal to **\$59,250.00** less the agreed upon **10% commission** from the gross sales proceeds.
(GUARANTEE)

Seller certifies that they are the owner of the above listed goods, merchandise, and/or property and have good title and the right to sell and that the items above and on the attached sheet are free from liens and encumbrances. In the event there are any liens or encumbrances disclosed to or discovered by Auctioneer then Seller agrees that Auctioneer will pay-off the lien or encumbrance out of Seller's proceeds. Seller agrees to indemnify and hold harmless the Auctioneer against any claims of any nature referred to in this agreement. In addition, Auctioneer will collect and retain a buyer's premium paid by buyer. Checks to be mailed 30 working days after auction date to the address listed above. Auctioneer is licensed in the State of Texas with License number 11534. Any unresolved complaint in Texas should be directed to the Texas Department of Licensing and Regulation. P.O. Box 12157, Austin, Texas 78711 (512) 463-6599. www.tdlr.texas.gov.

No.	Description of Item Consigned	Reserve
1	Horizontal Fuel Storage Tank	\$250
2	Bush Hog 3810 Flex Wing Rotary Cutter	\$2,000
3	Bush Hog 3710 Flex-Wing Rotary Cutter	\$2,000
4	2012 Ram 2500 Heavy Duty Crew Cab	\$6,000
5	2012 Kenworth T370 Single Axle Dump Truck	\$7,500
6	2011 Ford F-150 Crew Cab	\$3,000
7	2003 Mack CV713 Day Cab	\$5,000
8	Benford TV1400SDPR Double Drum Vibratory Roller	\$5,000
9	2015 Chevrolet Tahoe 4X4	\$4,500
10	2014 Chevrolet Equinox	\$3,000
11	2017 Ford Explorer	\$3,000
12	2019 Chevrolet Tahoe	\$5,000
13	2013 Ford F-150 XLT Crew Cab	\$3,500
14	2012 Ford F-150 Crew Cab	\$3,500
15	2004 Caterpillar RM-250C Reclaimer	\$10,000

Seller/Representative Signature: Rodger G. McLane

Printed Name & Title: Rodger G. McLane - County Judge

Casey Harris Casey Harris

Machinery Auctioneers of Texas, LLC

5/21/26

Date: 5/26/26

Date: 5/21/26

Interlocal Agreement
between Harris County Department of Education
& Panola County

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Panola County, a local governmental entity and/or political subdivision ("LGE"), located in Carthage (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Panola County ("LGE")
Attn: Rodger McLane
Title: County Judge
Address: 110 S. Sycamore St. RM 213 A
City, State, Zip: Carthage, TX 75633
Phone: 903-693-0320
Email: rodger.mclane@co.panola.tx.us

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Panola County

Name of Local Governmental Entity

Rodger S. McLane

Authorized Signature

Rodger McLane

Printed Name

County Judge

Title

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|--|
| ☐ School District | ☐ Charter School |
| ☒ County | ☐ City/Municipality |
| ☐ University | ☐ College |
| ☐ State Entity | |
| ☐ Governmental entity/other: _____ | |

Once completed please email signed ILA to ila@choicepartners.org. ILA will be presented at our next HCDE Board meeting. After signing, a copy will be emailed to address listed on this form.

APPROVED 06-02-2026

Rodger G. McLane
County Judge

Rodger G. McLane

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

NAME: Holly Gibbs

POSITION: Tax Assessor/Collector

DEPARTMENT: Tax A/C

DATE: 05/22/26

CONFERENCE: TRUTH-N-TAXATION CLASS

LOCATION: WT BROOKSHIRES CENTER, TYLER, TX 75702

DATES: 07/10/26 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

Does the conference meet your educational requirements for the year?

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

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

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

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

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

To receive information concerning changes to the T-N-T process.

Rodger G. McLane
County Judge

Rodgers & McLean

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

NAME: Holly Gibbs, Cassandra Brooks & Kara Holiman

POSITION: Tax Assessor/Collector, Chief Deputy and Deputy

DEPARTMENT: Tax A/C

DATE: 05/22/26

CONFERENCE: East Texas Lunch Bunch, PropertyTax and DMV Topics

LOCATION: The Grand, LufkinTX

DATES: 06/23/26 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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

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

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

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

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

To receive information concerning changes to the T-N-T process.

APPROVED 06-02-2026

Rodger G. McLane

County Judge

Rodger G. McLane

PANOLA COUNTY OFFICIAL/EMPLOYEE

REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Lee Dudley

POSITION: County Extension Agent

DEPARTMENT: AgriLife Extension

DATE: 5/26/2026

CONFERENCE: AgriLife Extension Texas County Agriculture Agent Association Conference

LOCATION: Double Tree by Hilton Convention Center, Abilene, TX

DATES: 7/25/2025 through 7/29/2025

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

Does the conference meet your education requirements for the year?

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

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

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

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

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

As acting Director for District 5 TCAAA it is mandatory that I attend the state meeting.

APPROVED 06-02-2026

Rodger G. McLane
County Judge

Rodger G. McLane

PANOLA COUNTY OFFICIAL/EMPLOYEE

REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Clarissa Moon
POSITION: CEA-FCH
DEPARTMENT: AgriLife Extension
DATE: 5/27/2026

CONFERENCE: TEAFCS State Conference 2026
LOCATION: Galveston, TX
DATES: 7/27/2026-7/30/2026

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your education requirements for the year? n/a

If not, how much of your requirements will be met by this conference? n/a

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

n/a

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

3

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 of necessary)

Learning about new programs to implement in our community, professional development, networking with other agents and specialists.