Monday, August 27, 1990, the Sabine County Commissioner's Court met in regular session at 8:30 A.M. with the following members present:

Royce C. Smith	County Judge
C. Carlin McDaniel	Commissioner, Prct. # 1
Billy J. McGee	Commissioner, Prct. # 2
James H. Conn	Commissioner, Prct. # 3
Chester Cox, Sr.	Commissioner, Prct. # 4
Nadine Gary	County Clerk

Meeting was called to order by Judge Smith with Brother Clarence Howell leading the opening prayer.

The minutes of the Aug. 13, 1990 Commissioners Court were read by County Clerk, Nadine Gary. Commissioner McGee made a motion, seconded by Commissioner Conn to approve the minutes. Motion carried. Next Mrs. Gary read the minutes for the Aug. 15, 1990 called meeting. Commissioner McDaniel made the motion, seconded by Commissioner Cox, to approve the minutes. Motion carried.

Mary Dishaw, a member of the Twin Valley, La. Resource Conservation and Development Area, met with the Court to ask that Texas join them in the R. C. and D. movement. No action was taken.

Vollie Grace met with the Commissioners Court about creating a minority-majority precint in the county. Commissioner McDaniel said that the county would probably be facing a re-districting after this year when we get the new census. No action was taken.

At 9:10, Judge Smith turned the meeting over to Judge Pro-tem Billy Joe McGee.

Jim Berton ask the Court to withdraw his name from the agenda and to hear from Tom Phillips and Sheriff, Blan Greer, in the form of a letter, concerning the radio system. Sheriff Greer added the purchase of an intercom system with the radio system for a total cost of $65,750.00. Sheriff Greer stated in the letter that Bob Dearing, with the State Jail Commission, would "de-certify" the jail if he did not see positive action by Aug. 31 to repair or replace the intercom system now being used by the jail. Commissioner McGee made a motion to approve the purchase of the Communication System and the Intercom System. Commissioner Conn seconded. Commissioner McGee and Commissioner Conn voted for, Commissioner McDaniel and Commissioner Cox voted against. Judge Smith had to be called from the District court room to break the tie. With Judge Smith presiding, Commissioner McGee made the same motion to approve the purchase of both systems. Commissioner Conn Seconded. Two Commissioners voted for and

and two against. Motion carried with Judge Smith breaking the tie voting for. The first payment will be due in Dec. '90.

The four ladies, called the Mop & Broom Co., met with the Court to ask that their pay for cleaning the Courthouse be included with their regular salary checks. County Treasurer, Ollie Faye Sparks, told the Court that the County would have to match the social security and retirement that is held out. Commissioner McGee made a motion, seconded by Commissioner McDaniel, to agree to include the payment for cleaning the Courthouse in with their regular monthly salary and to match the social security and retirement. Motion carried.

Item # 6 on the agenda was to be the Lone Star Pest Control. No one was present. This item is to go on the Sept. 10 agenda.

Commissioner McGee made a motion to approve the monthly bills. Commissioner Conn seconded. Motion carried.

Commissioner McGee made a motion to adjourn. Commissioner Conn seconded. Motion carried.

Roger E. Smith
COUNTY JUDGE

C. Carlin McDaniel
COMMISSIONER, PRCT. # 1

Billy McGee
COMMISSIONER, PRCT. # 2

James Conn
COMMISSIONER, PRCT. # 3

Chester D. Cox Sr.
COMMISSIONER, PRCT. # 4

Nadine Stacy
COUNTY CLERK

95

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/16/90	First State Bank	Social Security and Withholding for wages paid 8/15/90	47052	Salary	$3,705.85
8/20/90	Freda Chambers	Salary 5 reg. hrs. @ 5.81 and 2 hrs. @ 8.72 O/T	47113	Salary	42.93
8/24/90	Calvin James Berton	Salary 625.50 - 1/2 Month; Ins.benefit 60.50	47143	Salary	503.00
8/24/90	Herman W. Bragg	Salary 255.00 - Insurance benefit 121.00	47144	Salary	307.94
8/24/90	Jeanette Bryan	Salary 76.00	47145	Salary	70.19
8/24/90	Freda Chambers	Salary 441.00 - 1/2 Month; Ins.benefit 60.50	47146	Salary	420.64
8/24/90	The Guardian Life Ins.Co.	August Insurance Premium - Group #G-261351	47147	Salary	6,664.24
8/24/90	Paul Clark	Salary 108.00; Insurance benefit 121.00	47152	Salary	185.43
8/24/90	James H. Conn	Salary 895.50 - 1/2 Month; Ins.benefit 60.50	47153	Salary	712.31
8/24/90	Chester D. Cox, Sr.	Salary 1,791.00; Insurance benefit 121.00	47154	Salary	1,430.62
8/24/90	Jeffrey Lee Cox	Salary 108.00; Insurance benefit 121.00	47155	Salary	195.43
8/24/90	Lawton P. Crain	Salary 1,003.00; Insurance benefit 121.00	47156	Salary	705.07
8/24/90	Johnny Ray Davis	Salary 401.00 - 1/2 Month; Ins.benefit 60.50	47157	Salary	343.90
8/24/90	Daniel Featherston	Salary 623.00; Insurance benefit 121.00	47158	Salary	591.98
8/24/90	Dorothy J. Felts	Salary 401.00 - 1/2 Month; Ins.benefit 60.50	47159	Salary	344.40
8/24/90	Lowell Fletcher	Salary 441.00 - 1/2 Month; Ins.benefit 60.50	47160	Salary	372.54
8/24/90	Nadine Gary	Salary 630.00 - 1/2 Month; Ins.benefit 60.50	47161	Salary	506.84
8/24/90	Blan Greer	Salary 1,970.56; Insurance benefit 121.00	47162	Salary	1,564.15
8/24/90	Joe Bob Golden	Salary	47163	Salary	64.42
8/24/90	Thomas Hamilton	Salary	47164	Salary	92.35
8/24/90	Theresa Husband	Salary 630.00 - 1/2 Month; Ins.benefit 60.50	47165	Salary	493.35
8/24/90	Millard Jordan	Salary 108.00; Insurance benefit 121.00	47166	Salary	195.43
8/24/90	Carlin McDaniel	Salary 1,791.00; Insurance benefit 121.00	47167	Salary	1,515.62
8/24/90	Billy Joe McGee	Salary 1,791.00; Insurance benefit 121.00	47169	Salary	1,430.62
				Grand Total	

Approved: [signature]
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Conn
Comm. Pct. 3

Chester D. Cox Sr.
Comm. Pct. 4

Fund Totals
Salary
~~XXXXXXXX~~
~~XXXXXXXX~~
~~XXXXXXXXXXXXXXXX~~
Total $22,459.25

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/14/90	First State Bank	Social Security and Withholding for wages paid 8/13/90	47023	Road & Bridge #1	$ 152.27
8/16/90	Texas Association of Co.	Automobile Physical Damage Policy 8/10/90 - 8/10/91	47054	Road & Bridge #1	1,726.00
8/17/90	B & B Auto Electric	Labor on starter 3 hrs. @ 15.50 = 46.50 and parts 24.50	47091	Road & Bridge #1	71.00
8/24/90	The Guardian Life Ins.Co.	August Insurance Premium - Group #G-261351	47148	Road & Bridge #1	535.35
8/27/90	Keith Clark	Salary - 10 days @ 51.10; Ins.benefit 121.00	47217	Road & Bridge #1	466.40
8/27/90	Jerry Miller	Salary - 10 days @ 51.10; Ins.benefit 121.00	47218	Road & Bridge #1	504.40
8/27/90	Robert Cunningham, Jr.	Salary - 10 days @ 51.10; Ins.benefit 121.00	47219	Road & Bridge #1	465.40

Grand Total

Approved: Roger Smith
County Judge

Attest: Nadine Perry 8/29/90
County Clerk Date

C. Calvin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Conn
Comm. Pct. 3

Chester D. Cox Jr.
Comm. Pct. 4

Fund Totals

~~General~~
R & B #1
~~[illegible]~~
Total $3,920.82

Sabine County, Texas
Summary of claims to be approved August 27, 19 90

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/14/90	First State Bank	Social Security and Withholding for wages paid 8/13/90	47024	Road & Bridge #2	$ 131.13
8/16/90	Texas Association of Co.	Automobile Physical Damage Policy 8/10/90 - 8/10/91	47055	Road & Bridge #2	2,676.00
8/13/90	G-M Water Supply Corp.	Account #1262 - Water bill	47212	Road & Bridge #2	15.50
8/13/90	Julian Smith	Invoice #110056 - Mowing 2½ hrs.	47213	Road & Bridge #2	37.50
8/24/90	The Guardian Life Ins. Co.	August Insurance Premium - Group #G-261351	47149	Road & Bridge #2	179.25
8/27/90	C. E. Gray	Salary 510.50; Insurance benefit 121.00	47208	Road & Bridge #2	464.94
8/27/90	George Lowe	Salary 510.50; Insurance benefit 121.00	47209	Road & Bridge #2	478.94
8/27/90	Billy Ray Horton	Salary 357.35; Insurance benefit 121.00	47210	Road & Bridge #2	344.31
8/27/90	Ralph Dion	Salary 503.10 - Part Time	47211	Road & Bridge #2	503.10

Grand Total

proved: [signature]
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Calvin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

[signature]
Comm. Pct. 3

Chester D. Cox
Comm. Pct. 4

Fund Totals

~~XXXXXXXX~~
R & B #2
~~XXXXXXXXXXXXXXXXXX~~
Total $4,830.67

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/14/90	First State Bank	Social Security and Withholding for wages paid 8/13/90	47025	Road & Bridge #3	$ 592.22
8/16/90	Texas Association of Co.	Automobile Physical Damage 8/10/90 - 8/10/91	47056	Road & Bridge #3	1,862.00
8/13/90	Bronson Auto & Hardware	Invoice #1635 - Supplies	47214	Road & Bridge #3	99.17
8/14/90	Lufkin Creosoting Company	Invoice #60685 - 100 - 2x614 Ft., Creo.Lmbr.	47215	Road & Bridge #3	966.00
8/22/90	SArgent- SOwell, Inc.	Invoice #427220 - Cust. #460100 - Sign	47216	Road & Bridge #3	54.44
8/24/90	The Guardian Life Ins.Co.	August Insurance Premium - Group #G-261351	47150	Road & Bridge #3	535.35
8/27/90	Johnny Franklin	Salary 10 days @ 51.10; Ins.benefit 121.00	47199	Road & Bridge #3	479.40
8/27/90	Dan Hammock	Salary 10 days @ 51.10; Ins.benefit 121.00	47200	Road & Bridge #3	479.40
8/27/90	Lonnie B. Harley	Salary 10 days @ 51.10; Ins.benefit 121.00	47201	Road & Bridge #3	479.40
8/27/90	Jodie D. Welch	Salary 48 hrs. @ 4.50 hr. - Part Time	47202	Road & Bridge #3	212.87

Grand Total

Approved: [signature]
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Ponn
Comm. Pct. 3

Chester D. Coyle Jr.
Comm. Pct. 4

Fund Totals

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R & B #3
~~XXXXXXXXXXXXXXXXXXXX~~
Total $5,760.25

99

Sabine County, Texas
Summary of claims to be approved August 27, 19 90

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/14/90	First State Bank	Social Security and Withholding for wages paid 8/13/90	47026	Road & Bridge #4	$ 556.03
8/16/90	Texas Association of Co.	Automobile Physical Damage 8/10/90 -8/10/91	47057	Road & Bridge #4	1,338.00
8/13/90	Derby's Machine Shop, Inc.	Invoice #5233 - 6 Flanges	47220	Road & Bridge #4	83.52
8/15/90	Nichols Garage	Invoice #1121 - Labor	47221	Road & Bridge #4	25.00
8/22/90	Chester D. Cox, Sr.	Reimbursement for parts	47222	Road & Bridge #4	36.14
8/24/90	The Guardian Life Ins.Co.	August Insurance Premium - Group #G-261351	47151	Road & Bridge #4	357.70
8/27/90	Billy Wise Welding	Invoice #13394- Welding on mixer	47223	Road & Bridge #4	120.00
8/27/90	Troy Burch	Salary 10 days @ 51.04; Ins.benefit 121.00	47203	Road & Bridge #4	503.95
8/27/90	James Edwards	Salary 10 days @ 51.04; Ins.benefit 121.00	47204	Road & Bridge #4	529.95
8/27/90	Alva R. Horton	Salary 10 days @ 51.04; Ins.benefit 121.00	47205	Road & Bridge #4	465.95
8/27/90	T. W. Thomas	Salary - Dump Maint. - Part Time	47206	Road & Bridge #4	303.90
8/27/90	John Conn	Salary - Part Time	47207	Road & Bridge #4	425.74
				Grand Total	

Approved: [signature] County Judge

Attest: [signature] 8/29/90 County Clerk Date

[signature] Comm. Pct. 1

[signature] Comm. Pct. 2

[signature] Comm. Pct. 3

[signature] Comm. Pct. 4

Fund Totals

~~XXXXXXX~~
R & B #4
~~XXXXXXXXXXXXXXXXXXXX~~
Total $4,745.88

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/21/90	First State Bank	Sabine County General Obligation Bonds Interest on Jail	47224	Jail	$9,000.00

Grand Total

Approved: Royce E. Smith
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Ross
Comm. Pct. 3

Chester D. Cox Sr.
Comm. Pct. 4

Fund Totals
Jail
~~XXXXXXXX~~
~~XXXXXXXX~~
~~XXXXXXXXXXXXXXXXXX~~
Total $9,000.00

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/20/90	Sterling Press #4	Invocie #0045795 - Cust. #4011311 Reg. of Wat. & Sew. Utilities	47228	Library	$ 43.30

Grand Total

proved: [signature]
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Conn
Comm. Pct. 3

Chester D. Cox Sr.
Comm. Pct. 4

Fund Totals
Library
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
Total $43.30

Sabine County, Texas
Summary of claims to be approved August 27, 19 90

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/21/90	Herbert Wych	Jury duty - 1 day- JP #5 - 8/15/90	47114	Jury	$ 5.00
8/21/90	W. L. Robbins	Jury duty - 1 day- JP #5 - 8/15/90	47115	Jury	5.00
8/21/90	Valton G. Beckham	Jury duty - 1 day- JP #5 - 8/15/90	47116	Jury	5.00
8/21/90	Richard Smith	Jury duty - 1 day- JP #5 - 8/15/90	47117	Jury	5.00
8/21/90	Linda Lennon	Jury duty - 1 day- JP #5 - 8/15/90	47118	Jury	5.00
8/21/90	Sheri McClelland	Jury duty - 1 day- JP #5 - 8/15/90	47119	Jury	5.00
8/21/90	Patsy Dickerson	Jury duty - 1 day- JP #5 - 8/15/90	47120	Jury	5.00
8/21/90	Gordon Parrish	Jury duty - 1 day- JP #5 - 8/15/90	47121	Jury	5.00
8/21/90	Mike Warner	Jury duty - 1 day- JP #5 - 8/15/90	47122	Jury	5.00
8/21/90	Karen Bass	Jury duty - 1 day- JP #5 - 8/15/90	47123	Jury	5.00
8/21/90	Charlotte Chance	Jury duty - 1 day- JP #5 - 8/15/90	47124	Jury	5.00
8/21/90	Laura Nethery	Jury duty - 1 day- JP #5 - 8/15/90	47125	Jury	5.00
8/22/90	Rhonda Hogan	Jury duty - 1 day- JP #5 - 8/15/90	47126	Jury	5.00
8/22/90	N. A. Edgar	Jury duty - 1 day- JP #5 - 8/15/90	47127	Jury	5.00
8/22/90	Aubrey Smith	Jury duty - 1 day- JP #5 - 8/15/90	47128	Jury	5.00
8/22/90	Roland Craig	Jury duty - 1 day- JP #5 - 8/15/90	47129	Jury	5.00
8/22/90	Ray Groff	Jury duty - 1 day- JP #5 - 8/15/90	47130	Jury	5.00
8/22/90	Roy E. Neel	Jury duty - 1 day- JP #5 - 8/15/90	47131	Jury	5.00
8/22/90	Dick Cain	Jury duty - 1 day- JP #5 - 8/15/90	47132	Jury	5.00
8/22/90	James Barton	Jury duty - 1 day- JP #5 - 8/15/90	47133	Jury	5.00
8/22/90	Jesse M. Travis	Jury duty - 1 day- JP #5 - 8/15/90	47134	Jury	5.00
8/22/90	R. L. Biggerstaff	Jury duty - 1 day- JP #5 - 8/15/90	47135	Jury	5.00
8/22/90	Dean Vance	Jury duty - 1 day- JP #5 - 8/15/90	47136	Jury	5.00
8/22/90	Ken Beamsderfer	Jury duty - 1 day- JP #5 - 8/15/90	47137	Jury	5.00
8/22/90	J. L. Barnett	Jury duty - 1 day- JP #5 - 8/15/90	47138	Jury	5.00
8/22/90	R. E. Cunningham	Jury duty - 1 day- JP #5 - 8/15/90	47139	Jury	5.00
					Grand Tota

Approved: [signature] County Judge

Attest: Nadine Gary 8/29/90 County Clerk Date

C. Carlin McDaniel Comm. Pct. 1

Billy McBee Comm. Pct. 2

James [illegible] Comm. Pct. 3

Chester D. Cooper Comm. Pct. 4

Fund Totals

Jury

Total

103

Sabine County, Texas
Summary of claims to be approved August 27, 19 90

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/22/90	Dwight McDaniel	16 hrs. @ 100.00 hr.; Acting County Attorney	47141	Jury	$1,600.00
8/22/90	Barbara R. Smith	Statement of Facts; No. 5136; State of Texas vs. Roy Lynn Durbin; Sabine County	47226	Jury	1,179.75
8/24/90	Michael J. Adams	Attorney's Fees on Case #5163, R. York; Case #5164, L. Oatman; and Case #5164, L. Oatman	47227	Jury	375.00
				Grand Total	

Approved: [signature]
County Judge

Attest: Nadine Gary 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy McGee
Comm. Pct. 2

James Conn
Comm. Pct. 3

Chester D. Cox Jr.
Comm. Pct. 4

Fund Totals
Jury
~~XXXXXXXX~~
~~XXXXXXXX~~
~~XXXXXXXXXXXXXXXX~~
Total $3,284.75

Sabine County, Texas
Summary of claims to be approved August 27, 19 90

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/16/90	U. S. Postal Service	Postage for meter	47049	General	$1,000.00
8/16/90	Janice McDaniel	Expense to Election Law School 8/21/90 - 8/24/90; Meals 4 days @ 25.00 = 100.00 and Mileage 610 miles @ 20¢ = 122.00	47050	General	222.00
8/16/90	Secretary of State	Registration fee for Election Law Seminar 8/21/90 - 8/24/90 for Janice McDaniel	47051	General	80.00
8/16/90	Texas Association of Co.	Automobile Physical Damage Policy 8/10/90-8/10/91	47053	General	1,028.00
8/17/90	Mop & Broom Cleaning Ser.	For service rendered in the month of August	47112	General	600.00
8/22/90	T. Alan Hart	Reimbursement #9443; on Hubbard V. Sampson not in County	47140	General	40.00
8/13/90	IBM Corporation	Invoice #80M7192 - IBM Acct. #7807439-00	47229	General	85.00
8/14/90	Hemphill True Value Hdw.	Ticket #3237 - 4 tapes - County Clerk's Office	47230	General	8.76
8/15/90	Coast to Coast Home & Auto	Invoice #544567 - Battery - County Clk. Office	47231	General	4.49
8/20/90	Hart Forms & Services	Invoice #0505926 - Assumed Name Cert. Co.Clk.	47232	General	18.53
8/20/90	Lufkin Typewriter & Cash	Invoice #1242 - Copier toner - Dist. Clerk	47233	General	62.80
8/22/90	The Rambler/Reporter	Account #3089 - Page 39 - Local Display	47234	General	135.45
8/22/90	Austin McElroy	Invoice #249471 - Parts and Labor, Unit #61	47235	General	196.30
8/22/90	Butler Paper	Invoice #041105-00 - Cotton Dust Heads	47236	General	7.75
8/22/90	Thomas J. Hamilton, JP #1	Inquest on David Leon Davidson and Perlie Chaney	47237	General	50.00
8/22/90	Dwight McDaniel	Reimbursement for gas; attending meeting in Austin, Texas for County Judge	47238	General	41.80
8/22/90	Rogers Office Supply	Invoice #7565,#7574,#7578,#7581,#7706,#7708 Office Supplies	47239	General	97.05
				Grand Total	

Approved: Roger Smith
County Judge

Attest: Nadine Harry 8/29/90
County Clerk Date

C. Carlin McDaniel
Comm. Pct. 1

Billy Mills
Comm. Pct. 2

James Ann
Comm. Pct. 3

Charles D. Carter
Comm. Pct. 4

Fund Totals

General
~~Road & Bridge~~
~~Fed. Revenue Sharing~~
Total

105

Sabine County, Texas
Summary of claims to be approved August 27, 1990

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
8/23/90	Contel of Tex. Inc.	County Judge 235.30; Treasurer 25.90, Vet. Co. Service 26.12; County Clerk 51.62; County Attorney 91.08; JP #1 24.06; County Agent 78.86; District Clerk 40.80; Tax Collector 64.41 and Sheriff 586.34	47142	General	$1,224.49
8/23/90	River City Elevator Co.,Inc	Invoice #66 - Parts, labor and mileage on elevator	47240	General	938.05

Grand Total

roved: [signature] County Judge

Attest: Nadine Perry 8/29/90 County Clerk Date

C. Carlin McDaniel Comm. Pct. 1

Billy McGee Comm. Pct. 2

James Conn Comm. Pct. 3

Chester D. Cox Jr. Comm. Pct. 4

Fund Totals

General
~~xxxxxxxx~~
~~xxxxxxxxxxxxxxxxxxxx~~
Total $5,840.47

I, NADINE GARY, County Clerk of Sabine County, Texas do hereby certify that the foregoing instrument was filed _____ 1990 at _____ O'Clock _____ M. and duly recorded Aug. 29 1990 at 9:00 O'Clock A. M.

NADINE GARY CLERK Janice McDaniel DEPUTY

TEXAS COMMISSION ON JAIL STANDARDS

SABINE County

Hemphill, Texas

SUBJECT: COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Rule 217.25, Texas Commission on Jail Standards). This facility was inspected on the date indicated below, and the inspection indicates the following conditions:

___ The facility fails to comply with minimum standards as set forth on the enclosed attachment. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission and its staff is available to discuss or assist you with the appropriate corrective measures required.

___ Upon review of this report by the Texas Commission on Jail Standards, a Notice of Noncompliance to the Sheriff and the Commissioners Court will be issued. Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Rule 217.25, et seq.).

✓ The jail complies with requirements in VTCA, Local Government Code, Chapter 351 and Texas Minimum Jail Standards.

Sincerely,

Jack E. Crump
Executive Director

Very Clean and well operated Jail

Authenticated:

Supervising Inspector (Bob Dearing)

8-31-90
Date of inspection

cc: Judge
Sheriff
Inspector

P.O. Box 12985, Austin, Texas 78711 (512) 463-5505, FAX (512) 463-3185

I, NADINE GARY, County Clerk of Sabine County, Texas do hereby certify that the foregoing instrument was filed _____ 1990 at _____ O'Clock _____ M. and duly recorded Sept. 5 1990 at 9:00 O'Clock A. M.

NADINE GARY CLERK Janice McDaniel DEPUTY

107

August 27, 1990

County of Sabine, Texas
Royce Smith, Sabine County Judge
P.O. Box 716
Hemphill, Texas 75948

Motorola Communications & Electronics, Inc.
Keith Denby, Account Executive
P.O. Drawer 899
Huntington, Texas 75949

Dear Mr. Denby:

Sabine County hereby authorizes the purchase of one VHF FM Two-Way Radio Communications system per your proposal submission of April 1990 as modified August 1990. The purchase price of the system is $65,750.00.

The terms of the system offering expressed in your cover letter of August, 1990 are accepted. We will decide whether to purchase second year maintenance at a later time. Sabine County agrees to prepare a suitable environment for the repeater and duplexer, telephone lines if required for proper operation of the system, and 110 volt AC power within 5 feet of any equipment which would require it.

The terms of sale are agreed to be as follows: Initial payment of $4,012.07 payable to Motorola on 12/15/90. Balance of payments to be $4,012.07 per quarter on Motorola Equipment Tax-Exempt Lease/Purchase agreement, with a total term of 5 years. Successive payments to be made every quarter from the December 15th, 1990 deferred start date.

It is our understanding that we may pay the balance due plus accrued interest within specified time frames without any excess interest penalty, balloon payment or paperwork fees. We also understand the non-appropriation conditions of the Tax-Exempt Lease/Purchase offered by Motorola.

Sincerely,

Royce Smith, Sabine County Judge
County of Sabine, Texas

MOTOROLA
Communications and Electronics Inc.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

LESSEE:
County of Sabine, Texas
Royce Smith, Sabine County Judge
P. O. Box 716
Hemphill, Texas 75948

LESSOR:
Motorola Communications and Electronics, Inc.
1301 East Algonquin Road
Schaumburg, Illinois 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 16, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bonafide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. **DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. **REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages *relating to a loss of value of the Equipment for any cause or situation* (including, without limitation, governmental actions or regulations or actions of other third parties).

5. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment or services. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. **LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excluded from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. **TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. **USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts mechanisms and devices required therefor.

9. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. **LOCATION; INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days written demand.

STIC 404
Eff. 9/1/8

LESSOR COPY

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Concluding Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such an assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Leaso or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of August, 1990.

LESSEE:

By: [signature]

Title: Sabine County Judge

LESSOR: Motorola Communications & Electronics, Inc.

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement (Lease) dated August 27, 1990 by and between Motorola Communications and Electronics, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

[signature]

Attorney for Lessee

ADDENDUM FOR THE PURPOSE OF DESIGNATING

EQUIPMENT LEASE-PURCHASE AGREEMENT NO. _____

AS A

QUALIFIED TAX-EXEMPT OBLIGATION

This Addendum is made a part of that certain equipment lease-purchase agreement dated as of August 27, 1990 (the "Agreement") by and between County of Sabine, Texas (the "Lessee") as Lessee, and Motorola, Inc. as Lessor, for the purpose of designating the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986. With respect to such designation, the Lessee hereby agrees, warrants and represents as follows:

1. The Agreement is designated by Lessee as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

2. The property which is subject to the Agreement will be owned and operated by the Lessee in performance of its public purposes; said property will not be subject to the use or control of any entity other than Lessee.

3. Lessee agrees that it will not designate more than $10,000,000 of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations. Lessee reasonably expects to issue no more than $10,000,000 of tax-exempt obligations during the current calendar year.

4. For purposes of Paragraph 3 of this Addendum, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Internal Revenue Code of 1986.

Executed this 27th day of August, 1990, the date of execution and delivery of the Agreement.

LESSEE:	LESSOR:
County of Sabine, Texas	_____
By: Roy E. Smith	By: _____
Its: Sabine County Judge	Its: _____

MOTOROLA
Communications and Electronics Inc.

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

This Equipment Schedule dated as of August 27, 1990, is being executed by MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. ("Lessor"), and County of Sabine, Texas ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement dated as of August 27, 1990, ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment.

QUANTITY	DESCRIPTION (Manufacturer, Model and Serial Nos.)	
1	MSF 5000 Securenet Digital Repeater	C99CX532C
1	6 dB Omni VHF Antenna	TDD6481
1	220 ft. of 7/8ths LDF Transmission Line	TDN6602-220
4	Vehicular Repeater System	T04KFA3006AASPXX

Equipment Location:
Sabine County Sheriff's Department
Sabine County Justice Center
Hemphill, Texas 75948

Initial Term: 60 Months Commencement Date: 12/15/90

Lease Payments of $ 4,012.07, plus Sales/Use Tax of $ 0.00 (total of $ 4,012.07), payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:
County of Sabine, Texas
By _____

LESSOR:
MOTOROLA
COMMUNICATIONS & ELECTRONICS, INC.
By _____

LESSOR COPY

STIC 405

112

MOTOROLA
Communications and Electronics Inc.

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

This Equipment Schedule dated as of August 27, 1990, is being executed by MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. ("Lessor"), and County of Sabine, Texas ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement dated as of August 27, 1990, ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment.

QUANTITY	DESCRIPTION (Manufacturer, Model and Serial Nos.)	
1	DVP Securenet Code Loader	T3010X
1	Dispatcher Console	B1630
4	Syntor X9000 mobile radio package	T99KX037W
4	DVP Securenet Encryption Module	W794

Equipment Location:

Sabine County Sheriff's Department
Sabine County Justice Center
Hemphill, Texas 75948

Initial Term: 60 Months Commencement Date: 12/15/90

Lease Payments of $ 4,012.07, plus Sales/Use Tax of $ 0.00 (total of $ 4,012.07), payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:
County of Sabine, Texas

By _____

LESSOR:
MOTOROLA
COMMUNICATIONS & ELECTRONICS, INC.

By _____

LESSOR COPY

STIC 405

MOTOROLA
Communications and Electronics Inc.

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

This Equipment Schedule dated as of August 27, 1990, is being executed by MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. ("Lessor"), and County of Sabine, Texas ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement dated as of August 27, 1990, ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment.

QUANTITY	DESCRIPTION (Manufacturer, Model and Serial Nos.)	
4	HT50 Portable radio	H44BEU7120-N
4	Saber Securenet DVP portable radio	H((QX053H
1	Stentofon Master Intercom Station with power supply	BDN6415/BDN6424
2	" Desk mount substation	BDN6418
11	" Wall mount substation	BDN6416
Equipment Location:	Sabine County Sheriff's Department Sabine County Justice Center Hemphill, Texas 95948	

Initial Term: 60 Months Commencement Date: 12/15/90

Lease Payments of $ 4,012.07, plus Sales/Use Tax of $ 0.00 (total of $ 4,012.07), payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:
County of Sabine, Texas

By _____

LESSOR:
MOTOROLA
COMMUNICATIONS & ELECTRONICS, INC.

By _____

LESSOR COPY

STIC 405

EQUIPMENT USAGE

NAME OF LESSE: County of Sabine, Texas

Department for which equipment is purchased:
(Police, Fire, Library, School, ETC.): County Sheriff's Department

Is equipment new oreplacement?
The equipment is all new. However, it is being purchased to replace an existing system.

Additional Comments: The system will be accessed by other Police Departments in Sabine County. However, complete authority to maintain the integrety of the system will reamin in the hands of Sabine County Sheriff's Department and the County Commissioner's Court of Sabine County, Texas.

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

1. Debtor(s) Name and Mailing Address: **(Do not abbreviate)**
County of Sabine, Texas
Royce Smith, Sabine County Judge
Post Office Box 716
Hemphill, Texas 75948

Microfilm Index Number: **(Filing Officer's Use Only)**

2. Secured Party(ies) Name and Mailing Address:
Motorola, Inc.
1301 Algonquin Road
Schaumburg, Illinois 60196

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING:If collateral is crops, fixtures, timber or minerals, read instructions on back.)

One Motorola C99CX532C MSF 5000Digital Securenet Repeater
One Decibel Products 6 dB Omni VHF Antenna TDD6481
220 feet of Andrew Corp. LDF 7/8ths" Transmission line TDN6602-220
Four Motrola Vehicular Repeater Systems T04KEA3006AASPXX
One DVP Securenet Code Loader T3010X
One Motorola Dispatcher Console B1630
Four Syntor X9000 mobile radio package T99KX037W
Four Motorola DVP Securenet Encryption Module W794
Four HT 50 Portable Radio H44BEU7120-N
Four Saber Secureent DVP portable radio H((QXo53H
One Stentofon Master Intercom Station with power supply BDN6415/BDN6424
Two Stentofon Desk mount substation BDN6418
Eleven Stentofon Wall mount substation BDN6416

Check only if applicable
☐ Products of collateral are also covered.
☐ This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box
☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
☐ already subject to a financing statement filed in another county, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ as to which the filing has lapsed, or
☐ acquired after a change of name, identity or corporate structure of the debtor.

Use whichever signature line is applicable

County of Sabine, Texas

By Royce Smith
Signature(s) of Debtor(s)

By _____
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 850488, DALLAS, TEXAS 75385

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) • 1986 OFFICE OF THE SECRETARY OF STATE OF TEXA

11

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability, and property damage insurance for all equipment listed on Schedule A of lease #_____ will be maintained by the Lessee as stated in Section Thirteen (13) of the Equipment Lease Purchase Agreement. This insurance is provided by:

TEXAS ASSOC. OF COUNTIES
AUSTIN TEXAS

(Name of insurance carrier or name of entity if self-insured.)

Signed: Bruce Smith

Title: COUNTY JUDGE

SABINE COUNTY

HEMPHILL, TEXAS 75948

BLAN GREER
SHERIFF

P. O. BOX 848

August 27, 1990

TO: COMMISSIONERS COURT
SABINE COUNTY

Dear Sirs:

The last meeting we failed to get a response from the court concerning the new radio system for the County Sheriff's Dept. I cannot emphasize strongly enough, the seriousness of this situation. There have been several instances since the last meeting of this court that could have ended in tragedy and would have been the direct result of the current radio system.

The 1991 budget for the Sheriff's Dept. which begins October 1, 1990, includes $60,000.00 for a new radio system and $6,000.00 for a new inter com system. Bob Dearing with the State Jail Commission has indicated he will de-certify the jail if he doesn't see positive movement by 8/31/90 toward the repair or replacement of the current inoperative intercom system. This would result in increased cost of operation caused by housing and transporting prisoners to out of county jails.

Keith Denby with Motorola Corp. met with this court last week and explained that the procurement price of the radio system can be locked in with an order placed prior to September 1st, which would save the county about $3000.00 on the purchase. I spoke to Motorola concerning the intercom system and they are agreeable to installing a 15 station Stentofon Intercom system - which is state of the art equipment - with tamper-proof stations in the cells, which would meet Jail Commission requirements. The Stentofon equipment would be installed by East Texas Communications out of Jasper, the same technicians who would be installing the radio system which would result in future savings to the county on service work. Motorola further agrees to tie the cost of the interocm and installation to the lease purchase contract on the radio system and deferring payment until December '90. The installed price of the intercom will be $5,750.00. This would raise the total amount owed to Motorola on both systems to $65,750.00. The quarterly payemnts on lease purchase of the systems would be $ 4,012.07 .

I respectfully request that the Commissioners Court bring this entire matter to a vote and I sincerely hope the court has the good vision to have the equipment installed for the safety and welfare of all citizens served and protected by the Sabine County Sheriff's Dept.

Blan Greer

Blan Greer
Sheriff
Sabine County Sheriff's Dept.

PETITION FOR RE-DISTRICTING

We the Concerned Citizens of Sabine County Texas, having brought our grievances before the Commissioner's Court and asking them to work with us toward re-zoning so as we the minority can possibly elect persons of our own choosing to represent us in local government matters.

We are asking for one percinct with a minority majority make-up. We feel this will be fair and make for better relations throughout the county and area.

We are prepared to take every legal avenue available to us to achieve this goal.

Vellie Grace
Rev Ellis Kemper Jr
Henry Howard
Carl Garrett
[illegible]

I, NADINE GARY, County Clerk of Sabine County, Texas do hereby certify that the foregoing instrument was filed _____ 1990 at _____ O'Clock _____ M. and duly recorded Sept. 19 1990 at 9:00 O'Clock A M.

NADINE GARY _____ CLERK Janice McDaniel DEPUTY