

Monday, February 10, 1992, the Sabine County Commissioners' Court met in a regular session at 8:30 A. M., with the following members present:

Richard L. Smith	County Judge
Carlin McDaniel	Commissioner, Prct. # 1
Lynn Smith	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 Richard Smith. Brother Clarence Howell led opening prayer.

Minutes of the last meeting were approved as read.

Written reports were inspected and approved.

Jimmy Clark, J.P. #2, was present asking for reimbursement of \$200.00 he paid a substitute teacher while he attended J. P. School. He said he was docked \$50.00 per day while he was gone. No action was taken.

#4 - Off-road tax refund: Commissioner Lynn Smith had questions concerning off-road taxes on gas, and how to get a refund. Until October 1991, this gas tax was 15¢ per gallon. Now it is 20¢ per gallon. We have to pay this tax up front. We must file regularly in order to get the refund.

Commissioner Lynn Smith stated he has funds to pay his part on the County barn/^{roof}in Hemphill, and will budget for his share/^{of the original cost}next year.

Pat Friese, president of the local MADD Chapter, met with the Court concerning the purchase of a video system for the jail. They have \$5,027.07 left from their recent fund drive to use for this purchase. Of the bids they have received for this purchase, they recommended the bid of \$8,065.00 from Motorola. Lowest bid submitted was by Dixie Electronic Control. The third was from Sabel Commercial Electronics. Terry Vaughn, representing the Sheriff's department, stated they recommended Motorola's bid, although it is higher. The Court had questions concerning Motorola. After some discussion, Commissioner McDaniel made the motion to table this until we get a contract with Motorola. commissioner Conn seconded, and motion carried. This will be an agenda item February 24th.

#7 - Approve Performance Reward Budget: This is 100% State funded, with no local match. Commissioner Smith made the motion to accept budget presented. Commissioner McDaniel seconded, and motion carried.

#8 - Susan Alexander was present representing E.P.A. She explained the 1987 Clean Water Act. No action was taken.

W. C. Vickers of Plainview Community was present. Among other things he had questions concerning the debt service the court approved in 1991 without a bond election. Judge Smith explained a bond election was not necessary for this.

#10 - Pass order to participate in Solid Waste Agency: Sabine County is allowed 2 directors in the interlocal agreement. Court asked that the order and certificate be read for the record. Motion was made by Commissioner Cox, seconded by Commissioner McDaniel, to adopt order. Motion carried.

Appraisal on 5 acres of land the County owns near Pineland was presented by Commissioner Smith. The appraised value is

\$4,500.00. He suggested we make an even swap with Temple for land adjoining ours in Hemphill. Temple can cut the timber off theirs. "See attached."

#11 - Motion was made to pay accounts and salaries, but hold up on \$5,000.00 bill from Deep East Texas Regional Narcotic Trafficking Task Force until we receive the grant money.


Motion was made by Commissioner Conn to retain Judge Richard Smith as ~~ex-officio~~ Board member on Solid Waste Agency. Commissioner Smith seconded, and motion carried. One member is to be chosen from Hemphill and one from Pineland. Commissioner McDaniel made the motion to accept whoever the cities approve. Commissioner Conn seconded, and motion carried. (Only one is board member; the other is ex-officio member.)

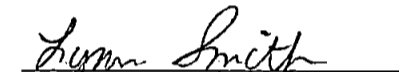
An agenda item February 24 will be approve installation of electric circuits.

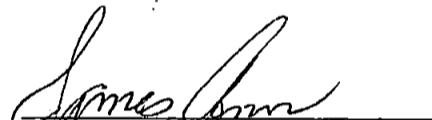
Commissioner Cox made the motion to pay accounts and salaries. Commissioner conn seconded, and motion carried.


Court adjourned.



COUNTY JUDGE


COMMISSIONER, PRCT. #1


COMMISSIONER, PRCT. # 2


COMMISSIONER, PRCT. # 3


COMMISSIONER, PRCT. # 4


COUNTY CLERK



In the event Sabine County is awarded Performance Reward Funds, the County intends to use the funds for the following purposes.

1. Purchase of a fully equipped patrol car for the Sabine County Sheriff's Department.
2. Salaries and fringe benefits for a deputy sheriff for the Sabine County Sheriff's Department.
3. Contract residential services for alcohol and drug abusers.
4. Purchase of a drug detecting dog.
5. Purchase of drug abuse and prevention equipment.
6. Continuation of participation in the regional drug task force.

Sabine County is a small rural county in East Texas. Enhancement of the Sheriff's department is important to increase public confidence in the criminal justice system. Citizens may be more receptive to the use of alternate sanctions when they feel the criminal justice system can protect them.

Contract residential services are important in the possible diversion of substance abusers before they enter the criminal justice system. By early intervention, possible subsequent law violations can be prevented.

The promotion and development of a comprehensive program for drug education, prevention, and interdiction is an important element in the overall goal of controlling illegal substances within the county. A trained drug dog and trained handler, will achieve multipurpose roles of education, prevention and interdiction of controlled substances. The dog used in conjunction with McGruff and other materials can be an effective tool for prevention of crime.

The above when used with the regional drug task force can make a significant impact on the overall use, abuse, and availability of illegal drugs. This entire package when viewed as a program will surely be an effective tool in the war against crime and drugs in our community.

Sabine County has demonstrated an outstanding record in diverting offenders from jail and prison. In Fiscal Year 1991 no probationers had their probation revoked. The County has actually used fewer prison beds than allocated by the Institutional Division. The proposed programs are certainly more efficient and economical than prosecution and incarceration.

Attached budges will propose that at least 25% of Performance Reward Funds will be used for substance abuse treatment or education.

Sabine County will provide the Texas Department of Criminal Justice and the Texas Department of Public Safety any criminal history records maintained by the county in the manner specified by those departments. Furthermore the county will cooperate with the Institutional Division in parole release efforts required by House Bill 93.

SABINE COUNTY

HEMPHILL TEXAS 75948

BLAN GREER
SHERIFF

P. O. BOX 848

TO WHOM IT MAY CONCERN:

Sabine County Sheriff's Dept., in its attempt to purchase video equipment for the Sabine County Jail Facility, has considered three bids. Following, is the findings of this department, along with our recommendation:

Dixie Electronic Controls - while submitting the lowest bid for the equipment, their reputation for service is horrible. We contacted Nacogdoches County Sheriff's Dept. and were told that they could not recommend this system, nor the company representing them. Nacogdoches County stated that the system had been in operation for 18 months and had been a problem from the very beginning, that in fact, it had NEVER operated right.

Sabel Commercial Electronics - the problem with this system is that no two pieces are produced by the same company! It is a menagerie of parts and equipment and the possibilities for problems down the road are endless. Additionally, the company is located in Houston, which could be very costly and time consuming when repairs are needed.

Motorola - We feel that this would be the better choice by far. First of all, the equipment is excellent. Additionally, Motorola has provided the radio equipment, and intercom system in the Sabine County Jail. They've both proven to be excellent equipment, and the maintenance performed by Eastex Communication has proved to be prompt, efficient and courteous.

Blan Greer
Blan Greer, Sheriff
Sabine County

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CERTIFICATE FOR ORDER

THE STATE OF TEXAS :
COUNTY OF SABINE :

We, the undersigned officers of said County (the "County"), hereby certify as follows:

1. The Commissioners' Court of the County convened in REGULAR MEETING ON THE 10th DAY OF Feb., 1992, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners' Court, to-wit:

Richard Smith, County Judge
Nadine Gary, County Clerk
C. Carlin McDaniel - Precinct 1
Lynn Smith - Precinct 2
James H. Conn - Precinct 3
Chester Cox, Sr. - Precinct 4

and all of said persons were present, except the following absentees: None, thus constituting a quorum. Whereupon, among other business the following was transacted at said Meeting: a written

ORDER

AUTHORIZING THE EXECUTION OF THE PINEY WOODS SOLID WASTE MANAGEMENT AGENCY INTERLOCAL AGREEMENT

was duly introduced for the consideration of said City and read in full. It was then duly moved and seconded that said Order be passed, and after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: 5

NOES: 0

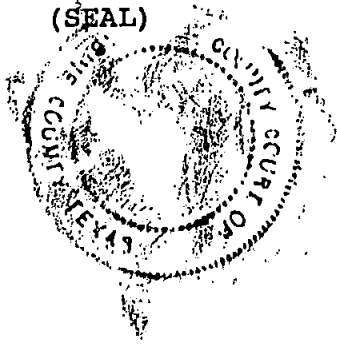
2. That a true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners' Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners' Court's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners' Court as indicated therein; that each of the officers and members of said Commissioners' Court was duly and sufficiently notified officially and personally, in advance, of the

time, place and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17, as amended.

SIGNED AND SEALED the 10th day of Feb, 1992.

Madeline Gray
County Clerk

Paul D. [Signature]
County Judge



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ORDER NO. 2-10-92

AN ORDER AUTHORIZING THE EXECUTION OF THE PINEY WOODS
SOLID WASTE MANAGEMENT AGENCY INTERLOCAL AGREEMENT

WHEREAS, WHEREAS, Section 363.002 of Chapter 363, Texas Health and Safety Code (the "Act") provides that it is the state's policy to safeguard the health, general welfare and physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste. Encouraging a cooperative effort among federal, state and local governments and private enterprise, to accomplish such purposes will further that policy; and

WHEREAS, Section 363.004 of the Act defines a "public agency" to mean a county or any combination of two or more counties acting under an interlocal agreement and having the authority under the Act or other law to own and operate a solid waste management system; and

WHEREAS, Sabine County (the "County") has expressed a desire to create a "public agency" pursuant to an interlocal agreement under the Act for the purpose of owning, operating and providing for the financing of a regional solid waste management system; and

WHEREAS, there has been presented to Commissioners' Court for the County at this meeting a "Piney Woods Solid Waste Management Agency Interlocal Agreement" (the "Agreement"), substantially in the form attached hereto as Exhibit A; and

WHEREAS, Commissioners' Court for the County desires to approve and authorize the execution of the Agreement;

WHEREAS, Commissioner's Court for the County by this order desires to approve the Agreement and to authorize the County Judge to execute and the County Clerk to attest the Agreement;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT OF SABINE COUNTY, TEXAS:

1. That the Agreement is hereby approved.
2. That the County Judge of the County is hereby authorized and directed to execute and the County Clerk is hereby authorized and directed to attest and affix the seal of the County to the Agreement substantially in the form attached hereto as Exhibit "A".
3. That this order shall be effective immediately.

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PINEY WOODS SOLID WASTE MANAGEMENT AGENCY
INTERLOCAL AGREEMENT

THE STATE OF TEXAS :
COUNTIES OF JASPER, NEWTON, SABINE, :
SAN AUGUSTINE AND TYLER :

RECITATIONS

WHEREAS, the Texas Legislature has enacted into law the Act;
and

WHEREAS, Section 363.002 of the Act provides that it is the state's policy to safeguard the health, general welfare and physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste. Encouraging a cooperative effort among federal, state and local governments and private enterprise, to accomplish such purposes will further that policy; and

WHEREAS, Section 363.004 of the Act defines a "public agency" to mean a county or any combination of two or more counties acting under an interlocal agreement and having the authority under the Act or other law to own and operate a solid waste management system; and

WHEREAS, Jasper, Newton, Sabine, San Augustine and Tyler each individually meets the definition of "public agency" under the Act;
and

WHEREAS, each of said Counties has expressed a desire to create a "public agency" by combining said Counties pursuant to an interlocal agreement under the Act for the purpose of owning, operating and providing for the financing of a regional solid waste management system; and

WHEREAS, the "public agency" created by this agreement (this "Agreement") shall, subject to the terms hereof, be empowered to exercise all the authority of a "public agency" under the Act; and

WHEREAS, the Counties do further declare their agreement to be bound by and abide by the terms of this Agreement.

Now therefore, Jasper, Newton, Sabine, San Augustine and Tyler do hereby create a public agency pursuant to the Act.

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ARTICLE I

NAME AND DEFINITIONS

NAME OF AGENCY

Section 1. The agency hereby created shall be known as the "Piney Woods Solid Waste Management Agency."

DEFINITIONS

Section 2. Wherever used herein, unless otherwise required by the context or specifically provided:

(1) "Act" refers to Chapter 363, Texas Health and Safety Code;

(2) "Agency" refers to the Piney Woods Solid Waste Management Agency;

(3) "Agreement" refers to this Piney Woods Solid Waste Management Agency Interlocal Agreement, as amended from time to time;

(4) "Board" refers to the Board of Directors of the Agency;

(5) "Bylaws" refers to the bylaws of the Agency, if any, as amended from time to time;

(6) "Counties" refers collectively to Jasper, Newton, Sabine, San Augustine and Tyler;

(7) "County" refers individually to Jasper, Newton, Sabine, San Augustine or Tyler;

(8) "Directors" refers to individual directors in their capacity as directors of the Agency, and their successor or successors for the time being in office as such directors;

(9) "Jasper" refers to the County of Jasper, Texas;

(10) "Newton" refers to the County of Newton, Texas;

(11) "Open Meetings Law" refers to Article 6252-17, Texas Revised Civil Statutes, as amended from time to time;

(12) "Open Records Act" refers to Article 6252-17a, Texas Revised Civil Statutes, as amended from time to time;

(13) "Sabine" refers to the County of Sabine, Texas;

(14) "San Augustine" refers to the County of San Augustine, Texas;

(15) "Supervisor" refers to the Solid Waste Management Supervisor of the Agency appointed by the Board pursuant to Article IV;

(16) "System" refers to the solid waste management system to be owned and operated by the Agency;

(17) "Tyler" refers to the County of Tyler, Texas.

References in the singular number in this Agreement shall be considered to include the plural, if and when appropriate, and vice-versa.

ARTICLE II

PURPOSES

Section 1. The Agency is created to operate on behalf of the Counties for all purposes of the Act, including, but not limited to, the following:

(1) acquiring, purchasing, constructing, improving, enlarging, repairing, financing and operating all or part of the System within the area encompassed by said Counties;

(2) adopting rules for regulating solid waste collection, handling, transportation, storage, processing and disposal;

(3) entering into contracts to enable it to furnish solid waste management services on the terms considered appropriate by the Agency;

(4) establishing, charging and collecting fees, rates, charges, rentals and other amounts for services or facilities of the Agency in amounts sufficient to provide for the acquisition and operation, by whatever legal means available, of the System, including payments required under any contracts relating thereto;

(5) applying to all appropriate federal, state and local agencies for such licenses, permits and other authorizations necessary with respect to the ownership and operation of the System and to such agencies and/or private entities as may be deemed appropriate in order to secure such grants or other monies or assistance which may be appropriate to the purposes of the Agency; and

(6) such other purposes as may be authorized by the Act and deemed appropriate by the Agency.

ARTICLE III

THE GOVERNING BODY

MANAGEMENT OF THE AGENCY

Section 1. The business and affairs of the Agency shall be managed by a governing body consisting of the Board, and they shall have all powers necessary and desirable to carry out that responsibility.

NUMBER OF DIRECTORS AND SELECTION

Section 2. The number of Directors shall be fourteen (14) excluding ex officio Directors) with each County making appointments to the Board in the following numbers:

Jasper	4	Newton	3	San Augustine	2
Tyler	3	Sabine	2		

Each Director appointed by a County (except for ex officio Directors) must be an elected or appointed official of the respective County or of a municipality within the County and must be formally ratified by all incorporated cities having a population greater than one thousand people within that County. The foregoing number of Directors from each County is based upon the current approximate population proportions of such Counties. Amendments to change the number and/or distribution by County of such Directors may be made in accordance with Section 7 hereof.

INITIAL BOARD OF DIRECTORS

Section 3. The initial Board shall be comprised of the following individuals:

<u>Jasper</u>	<u>Newton</u>	<u>San Augustine</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<u>Tyler</u>	<u>Sabine</u>	
_____	_____	
_____	_____	
_____	_____	

EX OFFICIO DIRECTORS

Section 4. The Directors may, by their majority vote, appoint one or more ex officio Director(s) to sit on the Board, with such powers and obligations as are set forth in the Bylaws of the Agency for such ex officio Directors; provided that no ex officio Director

shall vote as a Director, nor have any power or effect with respect to such votes; nor shall the presence or absence of such ex officio Director be considered for purposes of determining whether a quorum of Directors exists. The qualifications of persons to serve as ex officio Directors shall not be subject to the requirements of this Article III, but shall be in compliance with the Bylaws of the Agency.

TERM AND ELECTION

Section 5. Each Director shall serve for a term of two years (except for four of the initial Directors to be determined by lot amongst the nine initial Directors, which initial Directors' term shall be only one year) and until a successor has been appointed and has qualified to serve as a Director. The Commissioners Court of each County shall appoint the Director(s) to the Board provided for said County. The Commissioners Court of a County may remove any or all of its appointed Directors from office at any time by appropriate order provided to the Board.

EFFECT OF DEATH, RESIGNATION, ETC. OF A DIRECTOR

Section 6. The death, declination, resignation, retirement, removal, incapacity or inability of the Directors, or any one of them, shall not operate to annul the Agency or to revoke any existing agency created pursuant to the terms of this Agreement.

ARTICLE IV

POWERS OF DIRECTORS

POWERS

Section 1. The Board is authorized to do all things necessary to provide an adequate System and services for the citizens within the Agency, including, but not limited to:

(1) employing an experienced and qualified person to serve as the Supervisor to supervise the System and provide such person with necessary guidance to perform all assigned duties;

(2) employing such other workers as may be determined by the Supervisor and approved by the Board;

(3) purchasing, installing, operating and maintaining such land, buildings, equipment and other facilities as may be required and paying utility bills associated with the System;

(4) renting equipment and contracting for services with individuals, corporations, public entities or others who may be capable of providing the required equipment or services;

(5) furnishing all labor, tools and/or other equipment necessary to the proper operation of the sites of the System and the maintenance thereof;



(6) establishing a system of records and files, a system of collecting and disbursing funds, providing for the safe deposit, investment, accounting and auditing for all funds received by and disbursed under authority of the Board;

(7) keeping daily records of waste received which show origination, type, weight and volume in cubic yards revealing portions of landfill used as determined by cross section surveys;

(8) maintaining records of equipment maintenance, rental and other records;

(9) leasing of unused parcels of land at any landfill site for agriculture, grazing purposes and/or other purposes.

(10) the setting of a schedule of rates for haulers of solid waste for disposal within the System. The schedule shall include provision for charges to private citizens using their own vehicles, to commercial haulers based in and making pickups primarily in the Agency, and to other organizations or businesses based in and making pickups primarily in the Agency. A list of authorized commercial haulers, organizations and businesses shall be maintained by the Board and kept at each landfill site. Loads of solid waste in vehicles larger than pickup trucks or delivery van size will not be accepted at any landfill unless the driver can present a permit issued by the Agency;

(11) applying for, and holding in the name of the Agency, all permits, licenses and other authorizations necessary for the ownership and operation of the System;

(12) taking all actions necessary to meet all pertinent federal and state laws, including the rules and regulations of pertinent federal and state agencies, relating to the ownership and operation of the System and the disposal of solid waste thereby;

(13) doing all things provided for in the Bylaws of the Board;

(14) establishing and enforcing such operating and management procedures as may be necessary for the operation of the System or the Agency.

ACTION BY THE DIRECTORS

Section 2. The Directors shall act by vote of a majority of the Directors present at a meeting duly called and held in accordance with the Open Meetings Law, at which a quorum is present. Notice of any such meeting shall be posted in accordance with the Open Meetings Law. Subject to applicable law, (1) the Directors by majority vote may delegate to any one or more of their number their authority to approve particular matters or take particular actions on behalf of the Agency and (11) a Director may delegate to another person representing the entity represented by such Director, by written instrument signed by such Director, the

authority to approve particular matters or take particular action on behalf such Director.

OFFICERS

Section 3. The Directors shall appoint one of their number to be Chairman of the Board. The Chairman shall preside at all meetings of the Directors and shall be the Chief Executive Officer of the Agency. Other Officers may be appointed in accordance with, and shall have the duties prescribed by, the Bylaws.

ARTICLE V

LIMITATION OF LIABILITY AND INDEMNIFICATION

LIMITATION OF LIABILITY

Section 1. The Directors and officers of the Agency are governmental officials and shall enjoy the same immunities from liability and suit as are enjoyed by governmental officials of the Counties. Provided they have acted in good faith under the belief that their actions are in the best interest of the Agency, the Directors shall not be responsible for or liable in any event for neglect or wrongdoing by them or any officer, agent, employee or adviser of the Agency, but nothing contained herein shall protect any Director against any liability to which he would otherwise be subject by reason of fraud, willful misfeasance or bad faith.

INDEMNIFICATION

Section 2.

(a) Subject to the exceptions and limitations contained in Section (b) below:

(i) every person who is, or has been, a Director or officer of the Agency (hereinafter referred to as a "Covered Person"), whether or not such Covered Person has been alleged to have been negligent in the exercise of the duties of his office, shall be indemnified by the Agency to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a Director or officer and against amounts paid or incurred by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a Director or officer and against amounts paid or incurred by him in the settlement thereof;

(ii) the words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or other, including appeals), actual or threatened while in office or thereafter, and the

words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities.

(b) No indemnification shall be provided hereunder to a Covered Person:

(i) who shall have been adjudicated by a court or body before which the proceeding was brought to be liable to the Agency by reason of fraud, willful misfeasance or bad faith; or

(ii) in the event of a settlement, unless there has been a determination that such Director or officer did not engage in fraud, willful misfeasance or bad faith,

(A) by the court or other body approving the settlement;

(B) by at least a majority of those Directors who are not parties to the matter, based upon review of readily available facts (as opposed to full trial-type inquiry); or

(C) by written opinion of independent legal counsel based upon a review of readily available facts (as opposed to a full trial-type inquiry); provided, however, that any County may, by appropriate legal proceedings, challenge any such determination by the Directors, or by independent counsel.

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Agency, shall be severable, shall not be exclusive of or affect any other rights to which any Covered Person may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or officer and shall inure to the benefit of the heirs, executors and administrators of such Covered Person. Nothing contained herein shall affect any rights to indemnification to which Agency personnel, other than Directors and officers, and other persons may be entitled by contract or otherwise under law.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in paragraph (a) of this Section 2 may be paid as an expense of the operation of the System from time to time prior to final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person that such amount will be paid over by him to the agency if it is ultimately determined that he is not entitled to indemnification under this Section 2; provided, however, that either (a) such Covered Person shall have provided appropriate security for such undertaking, (b) the Agency is insured against losses arising out of any such advance payments or (c) either a majority of the Directors who are not parties to the matter, or independent legal counsel in a written opinion, shall have determined, based upon a review of

readily available facts (as opposed to a trial-type inquiry or full investigation), that there is reason to believe that such Covered Person will be found entitled to indemnification under this Section 2.

ARTICLE VI

MISCELLANEOUS

AGENCY NOT A PARTNERSHIP

Section 1. It is hereby expressly declared that a separate and distinct governmental agency and not a partnership is created hereby. No Director hereunder shall have any power to bind personally either the Agency's officers or any County. All persons providing services or property to, contracting with or having any claim against the Agency or the Directors shall look only to the assets of the Agency for payment thereof or thereunder; and neither the Counties nor the Directors, nor any of their agents, whether past, present or future, shall be personally liable therefor. Nothing in this Agreement shall protect a Director against any liability to which the Director would otherwise be subject by reason of fraud, willful misfeasance or bad faith in the conduct of the office of Director hereunder.

OWNERSHIP OF ASSETS OF THE AGENCY

Section 2. The assets of the Agency shall be held separate and apart from all other assets. Legal title to all of the assets of the Agency shall at all times be considered as vested in the Agency, but as custodian for the proportionate benefit of the respective Counties based upon the ratio that the population of each individual County bears to the total population of the Agency. No County shall be deemed to have a severable ownership in any individual asset of the Agency or any right of partition or possession thereof, but each County shall have a proportionate undivided beneficial interest in the assets of the Agency.

DIRECTOR'S GOOD FAITH ACTION, EXPERT ADVICE, NO BOND OR SURETY

Section 3. The exercise by the Directors of their powers and discretions hereunder in good faith shall be binding upon everyone interested. Subject to the provisions of Section 1 of this Article VI and to Article V, the Directors shall not be liable for errors of judgement or mistakes of fact or law. The Directors may take advice of counsel or other experts with respect to the meaning and operation of this Agreement, and subject to the provisions of Section 1 of this Article VI and to Article V, shall be under no liability for any act or omission in accordance with such advice or for failing to follow such advice. The Directors shall not be required to give any bond as such, nor any surety if a bond is obtained.

TERMINATION OF AGENCY

Section 4.

(a) The Agency shall continue for a period of _____ years or such longer period as may be necessary if the Agency continues to operate the System or has contractual obligations still outstanding, and then terminate. The provisions of this subsection (a) shall, however, be subject to subsections (b) and (c) of this Section 4.

(b) The Directors may at any time sell and convert, or cause to be sold and converted, into money all the assets of the Agency. Upon making provision for the payment of all outstanding obligations and unpaid expenses, accrued or contingent, of the Agency, the Directors may distribute the remaining assets of the Agency ratably among the Counties according to population percentages.

(c) Upon completion of the distribution of the remaining proceeds or the remaining assets as provided in subsection (b), the Agency shall terminate; and the Directors shall be discharged of any and all further liabilities and duties hereunder, and the right, title and interest of all parties shall be cancelled and discharged.

OPEN RECORDS ACT; REFERENCES, HEADINGS; PRINCIPAL OFFICE

Section 5.

(a) The original or a copy of this Agreement shall be kept at the office of the Agency where it may be inspected by any County. All records of the Agency will be maintained in accordance with the Open Records Act.

(b) Anyone dealing with the Agency may rely on a certificate by an officer or Director as to whether or not any supplements to this Agreement have been made and as to any matters in connection with the Agency hereunder, and with the same effect as if it were the original, may rely on a copy certified by an officer or Director to be a copy of this instrument or of any supplement. In this instrument or in any such supplement, references to this instrument, and all expressions like "herein," "hereof" and "hereunder," shall be deemed to refer to this instrument as amended or affected by any supplement to this Agreement. Headings are placed herein for convenience of reference only, and in case of any conflict, the text of this instrument, rather than the headings, shall control. This instrument may be executed in any number of counterparts each of which shall be deemed an original.

(c) The principal office of the Agency shall be located at _____, or such other office as the Directors may from time to time determine.

APPLICABLE LAW

Section 6. The agency set forth in this instrument is made in the State of Texas, and it is created under and, together with this Agreement, is to be governed by and construed and administered according to the laws of said State. The Agency shall be a "public agency" created pursuant to the Act, and without limiting the provisions hereof, the Agency may exercise all powers which are ordinarily exercised by such an agency. Venue for any actions arising under this Agreement shall be within the confines of _____ County, Texas.

AMENDMENTS

Section 7. This Agreement may be amended by a two-thirds vote of the Directors. Such amendments will take effect at a time to be fixed by the Directors, but in no event sooner than 60 days after notice of such amendment has been provided to each County. Such notice shall contain a description of the amendment and the date such amendment becomes effective.

FISCAL YEAR

Section 8. The fiscal year of the Agency shall land on a specified date as set forth in the Bylaws; provided that the Directors may, without County approval, change the fiscal year of the Agency.

DEFECT AS TO PROVISION

Section 9. The provisions of this Agreement, and if one or more of such provisions are found to be in conflict with applicable law, such provisions shall be deemed never to have constituted a part of this Agreement; provided, however, that such finding shall not affect or impair any of the remaining provisions of this Agreement, or render invalid or improper any action taken or omitted prior to such finding.

IN WITNESS WHEREOF, and duly authorized to do so by the actions of their respective governing bodies, the undersigned, being all of the Counties, have executed this instrument as of _____, 1992.



COUNTY OF JASPER

By: _____
County Judge

Attest: _____
County Clerk

SEAL

COUNTY OF NEWTON

By: _____
County Judge

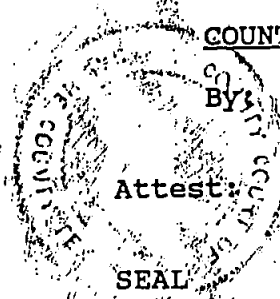
Attest: _____
County Clerk

SEAL

COUNTY OF SABINE

By: *[Signature]*
County Judge

Attest: *[Signature]*
County Clerk



SEAL

COUNTY OF SAN AUGUSTINE

By: _____
County Judge

Attest: _____
County Clerk

SEAL

COUNTY OF TYLER

By: _____
County Judge

Attest: _____
County Clerk

SEAL

=====

**APPRAISAL OF 5.00 ACRES OF LAND MORE OR LESS,
IN THE LARKIN GROSS SURVEY, A-19**

in

Sabine County, Texas.

=====

Prepared For

**SABINE COUNTY
ATTENTION: COMMISSIONER. LYNN SMITH
P. O. BOX 716
HEMPHILL, TEXAS 75948**

AS OF

February 7, 1992

File Number: APPL3160

BY

**JOHN F. IVY, MSA
NAMA Certification No. 6,791
HC 52, Box 553,
Hemphill, Texas. 75948**

=====

Vol 10 Pg 54

JOHN F. IVY, MSA
NAMA Certification No. 6,791
HC 52, Box 553,
Hemphill, Texas. 75948

(409) 579-3480

SABINE COUNTY
ATTENTION: COMMISSIONER. LYNN SMITH
P. O. BOX 716
HEMPHILL, TEXAS 75948

February 7, 1992

RE: APPRAISAL OF 5.00 ACRES OF LAND MORE OR LESS, IN THE JAMES GAINES SURVEY, A-16 IN SABINE COUNTY TEXAS.

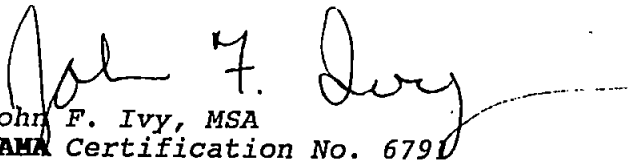
I have inspected and appraised the property near Pineland in Sabine County Texas in accordance with our conversations, and the UNIFORM STANDARDS OF APPRAISAL PRACTICE (USPAP). The purpose of this appraisal is to estimate the Market Value of this property on February 7, 1992, assuming Fee Simple Title.

The report that follows includes a full discussion of value, the approach to value used, my analysis, a discussion of the factors considered, and all pertinent data are included in the enclosed report.

Based on my inspection and research, it is my opinion that the Market Value of the subject property as of February 7, 1992 is:

FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500)

The estimate of value is subject to the Certification and Limitations that are part of the appraisal report. If you have any questions regarding this appraisal report, please call me. Thank you for giving me the opportunity to provide this service for Sabine County and you.


John F. Ivy, MSA
NAMA Certification No. 6791

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
01/28/92	Texas Dept. of Health	Pct. #1 - Permit #00889; Pct. #2 - Permit #01360 and Pct. #4 - Permit #00888	52193	General	\$ 402.26
01/31/92	Guardian Life Ins. Co.	February, 1991 Premium	52204	General	6,213.40
01/31/92	Dorothy Felts	Salary - 63 hrs. @ 6.08 hr. - Part Time	52209	General	319.38
01/31/92	Texas Dept. of Health	Pct. #3 - Permit #01667	52210	General	70.84
01/31/92	First State Bank	Social Security and Withholding for wages paid 01/31/92	52215	General	6,082.15
02/04/92	Francis R. AuClaire	Jury duty - 2 days - County Court	52216	General	12.00
02/04/92	Sarah F. Ener	Jury duty - 2 days - County Court	52217	General	12.00
02/04/92	Frank Priest	Jury duty - 1 day - County Court	52218	General	6.00
02/04/92	Denise A. Spencer	Jury duty - 1 day - County Court	52219	General	6.00
02/04/92	Vernia M. Pearson	Jury duty - 2 days - County Court	52220	General	12.00
02/04/92	Eula I. Champoux	Jury duty - 2 days - County Court	52221	General	12.00
02/04/92	John E. Ross	Jury duty - 2 days - County Court	52222	General	12.00
02/04/92	Neil R. Beall	Jury duty - 2 days - County Court	52223	General	12.00
02/04/92	Travis H. Elliott	Jury duty - 2 days - County Court	52224	General	12.00
02/04/92	Elizabeth a. Miller	Jury duty - 2 days - County Court	52225	General	12.00
02/04/92	Pat A. Jacks	Jury duty - 2 days - County Court	52226	General	12.00
02/04/92	Jeane G. Thomas	Jury duty - 2 days - County Court	52227	General	12.00
02/04/92	Ethulean Randolph	Jury duty - 2 days - County Court	52228	General	12.00
02/04/92	Joseph A. Hataway	Jury duty - 1 day - County Court	52229	General	6.00
02/04/92	Linda S. Worthy Rogers	Jury duty - 2 days - County Court	52230	General	12.00
02/04/92	James W. Conn	Jury duty - 2 days - County Court	52231	General	12.00
02/04/92	John W. Eastham	Jury duty - 1 day - County Court	52232	General	6.00
02/04/92	Anita J. Owers	Jury duty - 2 days - County Court	52233	General	12.00

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] - 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals

General
~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
 Total

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/04/92	James C. Ebarb	Jury duty - 2 days - County Court	52234	General	\$ 12.00
02/04/92	Jack M. Hooper	Jury duty - 2 days - County Court	52235	General	12.00
02/04/92	James B. Brewster	Jury duty - 2 days - County Court	52236	General	12.00
02/04/92	Gary L. Jackson	Jury duty - 2 days - County Court	52237	General	12.00
02/04/92	Marlin E. Covington	Jury duty - 2 days - County Court	52238	General	12.00
02/04/92	Martha Griffin	Jury duty - 1 day - County Court	52239	General	6.00
02/04/92	John H. Merrell	Jury duty - 1 day - County Court	52240	General	6.00
02/04/92	Wilma W. Scott	Jury duty - 1 day - County Court	52241	General	6.00
02/04/92	Neva J. Smith	Jury duty - 2 days - County Court	52242	General	12.00
02/04/92	Charles B. Sanders	Jury duty - 2 days - County Court	52243	General	12.00
02/04/92	John H. Woodall	Jury duty - 2 days - County Court	52244	General	12.00
02/04/92	Cindy K. Hyden	Jury duty - 1 day - County Court	52245	General	6.00
02/04/92	JoAnn Wright	Jury duty - 2 days - County Court	52246	General	12.00
02/04/92	Helen C. McMahon	Jury duty - 2 days - County Court	52247	General	12.00
02/04/92	Lorene Lewis	Jury duty - 2 days - County Court	52248	General	12.00
02/04/92	Joyce N. Brown	Jury duty - 2 days - County Court	52249	General	12.00
02/04/92	Pamela S. Mitchell	Jury duty - 2 days - County Court	52250	General	12.00
02/04/92	Clovis L. McLemore	Jury duty - 1 day - County Court	52251	General	6.00
02/04/92	Glenda J. Hendrix	Jury duty - 2 days - County Court	52252	General	12.00
02/04/92	Sharon A. Crowell	Jury duty - 1 day - County Court	52253	General	6.00
02/04/92	Gloria J. Harvey	Jury duty - 2 days - County Court	52254	General	12.00
02/04/92	Nora T. Bickham	Jury duty - 2 days - County Court	52255	General	12.00
02/05/92	Tex. County & Dist. Retire	January, 1992 Retirement Report	52257	General	4,945.08
02/06/92	William G. Brooks	Jury duty - 1 day - District Court	3057	General	6.00
02/06/92	Malcom Gary	Jury duty - 1 day - District Court	3058	General	6.00

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
 General
 R & B
 Fed. Rev. Sharing
 Total

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/06/92	Curtis J. McCauley	Jury duty - 1 day - District Court	3059	General	\$ 6.00
02/06/92	Barbara Williamson	Jury duty - 1 day - District Court	3060	General	6.00
02/06/92	Stella J. Rooth	Jury duty - 1 day - District Court	3061	General	6.00
02/06/92	Barbara E. Lott	Jury duty - 1 day - District Court	3062	General	6.00
02/06/92	Lonnie G. Lewis	Jury duty - 1 day - District Court	3063	General	6.00
02/06/92	William L. Lanier	Jury duty - 1 day - District Court	3064	General	6.00
02/06/92	Charlotte A. Terry	Jury duty - 1 day - District Court	3065	General	6.00
02/06/92	Rebecca Strickland	Jury duty - 1 day - District Court	3066	General	6.00
02/06/92	Paul W. Harvey	Jury duty - 1 day - District Court	3067	General	6.00
02/06/92	Mary C. Eddings	Jury duty - 1 day - District Court	3068	General	6.00
02/06/92	Benny R. Bragg	Jury duty - 1 day - District Court	3069	General	6.00
02/06/92	Robert E. Fridge	Jury duty - 1 day - District Court	3070	General	6.00
02/06/92	Mattie A. Nelson	Jury duty - 1 day - District Court	3071	General	6.00
02/06/92	Elvin Loggins	Jury duty - 1 day - District Court	3072	General	6.00
02/06/92	Donald M. Latham	Jury duty - 1 day - District Court	3073	General	6.00
02/06/92	Jewell McBride	Jury duty - 1 day - District Court	3074	General	6.00
02/06/92	Kenneth L. Fowler	Jury duty - 1 day - District Court	3075	General	6.00
02/06/92	Alton McClelland	Jury duty - 1 day - District Court	3076	General	6.00
02/06/92	Kenneth J. White	Jury duty - 1 day - District Court	3077	General	6.00
02/06/92	R. L. Ward	Jury duty - 1 day - District Court	3078	General	6.00
02/06/92	Susan J. Watson	Jury duty - 1 day - District Court	3079	General	6.00
02/06/92	Leroy Giles	Jury duty - 1 day - District Court	3080	General	6.00
02/06/92	Dan H. McClelland	Jury duty - 1 day - District Court	3081	General	6.00
02/06/92	Leroy Thomas	Jury duty - 1 day - District Court	3082	General	6.00
02/06/92	Robert G. Brothers	Jury duty - 1 day - District Court	3083	General	6.00
Grand Total					6.00

Approved: [Signature]
 County Judge
[Signature]
 Comm. Pct. 1

Attest: [Signature]
 Comm. Pct. 2

Attest: [Signature] - 2/13/92
 County Clerk
[Signature]
 Comm. Pct. 3
[Signature]
 Comm. Pct. 4

Fund Totals
 General
 XXXXXX
 XXXXXX
 Total

Sabine County, Texas
 Summary of claims to be approved February 10, 19 92

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/06/92	Edward L. Williams	Jury duty - 1 day - District Court	3084	General	\$ 6.00
02/06/92	Randle Giles	Jury duty - 1 day - District Court	3085	General	6.00
02/06/92	Charles H. Craddock	Jury duty - 1 day - District Court	2086	General	6.00
02/06/92	James C. Bragg	Jury duty - 1 day - District Court	2087	General	6.00
02/06/92	Floyd r. Newman	Jury duty - 1 day - District Court	2088	General	6.00
02/06/92	Bruce Martin	Jury duty - 1 day - District Court	2089	General	6.00
02/06/92	Wanda A. Hooper	Jury duty - 2 days - District Court	2090	General	12.00
02/06/92	Mark Brackin	Jury duty - 2 days - District Court	2091	General	12.00
02/06/92	Rafael Vasquez	Jury duty - 2 days - District Court	2092	General	12.00
02/06/92	Carole A. McGraw	Jury duty - 2 days - District Court	2093	General	12.00
02/06/92	Janice Gilley	Jury duty - 2 days - District Court	2094	General	12.00
02/06/92	Karen Coon	Jury duty - 2 days - District Court	2095	General	12.00
02/06/92	Juanita Berry	Jury duty - 2 days - District Court	2096	General	12.00
02/06/92	Frederick M. Davis	Jury duty - 2 days - District Court	2097	General	12.00
02/06/92	Susan Brand	Jury duty - 2 days - District Court	2098	General	12.00
02/06/92	Chester Williams	Jury duty - 2 days - District Court	2099	General	12.00
02/06/92	Betty L. Harden	Jury duty - 2 days - District Court	3100	General	12.00
02/06/92	Mary L. Carlton	Jury duty - 2 days - District Court	3101	General	12.00
02/06/92	Bonnie K. Stewart	Jury duty - 1 day - District Court	3102	General	6.00
02/07/92	Tina Crofford	Salary - 1/2 Month	52262	General	351.99
02/07/92	Lowell D. Fletcher	Salary - 1/2 Month	52263	General	381.17
02/07/92	Nadine Gary	Salary - 1/2 Month	52264	General	543.72
02/07/92	Diane Husband	Salary - 1/2 Month	52265	General	528.72
02/07/92	Dwight McDaniel	Salary - 1/2 Month	52266	General	572.47

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] - 2/13/92
 County Clerk

[Signature]
 Comm. Pct. 1

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 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Grand Totals
 General
~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
 Total

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/07/92	Janice McDaniel	Salary - 1/2 Month	52267	General	\$ 381.17
02/07/92	J. Michael Mills	Salary - 1/2 Month	52268	General	424.29
02/07/92	Freddie Moody	Salary - 1/2 Month	52269	General	380.55
02/07/92	Johnnie Lou Palmer	Salary - 1/2 Month	52270	General	395.55
02/07/92	Yvette Parks	Salary - 1/2 Month	52271	General	380.55
02/07/92	Tom Philips	Salary - 1/2 Month	52272	General	661.22
02/07/92	Tammy Sepulvado	Salary - 1/2 Month	52273	General	381.17
02/07/92	Richard Smith	Salary - 1/2 Month	52274	General	744.02
02/07/92	Ollie Faye Sparks	Salary - 1/2 Month	52275	General	503.72
02/07/92	James L. Thornton	Salary - 1/2 Month	52276	General	677.60
02/07/92	Terry Vaughn	Salary - 1/2 Month	52277	General	409.92
02/07/92	Tanya Walker	Salary - 1/2 Month	52278	General	543.72
02/07/92	Bruce White	Salary - 1/2 Month	52279	General	618.10
02/07/92	Rhonda Williams	Salary - 1/2 Month	52280	General	381.17
01/027/92	Deep East Texas Regional	Narcotic Trafficking Task Force		General	5,000.00
01/27/92	Clarice Clark	Mileage and meals for school in Jasper, Texas	52297	General	24.60
01/27/92	City of Hemphill	Invoice #0001886 - Gargage bags	52298	General	5.41
02/03/92	Lufkin Typewriter & Cash	Invoice #001980,002182 and 002225 - Office S.	52299	General	38.90
02/03/92	Butler Paper	Invoice #50731,50756 and 50989 - Supp.Ct.House	52300	General	233.18
02/03/92	Hill & Associates Report	Court Reporter's Fee - County Court	52301	General	240.00
02/03/92	Brookshire Bros.	Ticket #156897 and #157987 - Co. Judge	52302	General	12.19
02/03/92	Hemphill Motor Co., Inc.	Invoice #050355 - County car	52303	General	42.20
02/03/92	Terrill Petroleum Co., Inc	Invoice #19606,19612,19725 and #19845 -Gas	52304	General	41.21

Grand Total

Approved: [Signature]
 County Judge
[Signature]
 Comm. Pct. 1

Attest: [Signature]
 County Clerk
[Signature]
 Comm. Pct. 2

[Signature] 2/13/92
 County Clerk Date
[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
 General
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 XXXXX
 Total

Sabine County, Texas
 Summary of claims to be approved February 10, 19 92

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/03/92	Coast to Coast Home & Auto	Invoice #736723 - Tapes - County Clerk	52305	General	\$ 9.98
02/03/92	Sabine County Appraisal D.	February 1992 pro-rata cost of Appraisal Dist.	52306	General	1,623.50
02/03/92	Hart Forms & Service	Invoice #0565642 - Office Supplies - Co.Clk.	52307	General	152.64
02/03/92	Hemphill True Value Hdw.	Ticket #4281 - Tapes - County Clerk	52308	General	4.99
02/03/92	Scott-Merriman, Inc.	Invoice #86451 - Office Supplies; Dist.Clk.	52309	General	69.56
02/04/92	Edward B. Gripon, M.D., P.A.	Earl Carl Heiselbetz case	52311	General	1,800.00
02/05/92	Texas Micrographics	Invoice #8740 - Case Chem Pacs	52312	General	157.50
02/04/92	Lane's	Ticket 21 and 34 - Gas - County Judge	52313	General	20.75
02/05/92	N V L S P	Veteran's Benefits Manual	52314	General	50.00
02/05/92	Philipp Investigations, Inc.	On Earl Carl Heiselbetz case	52315	General	6,801.81
02/05/92	John S. Walker, P.C.	Attorney for Earl Carl Heiselbetz	52316	General	28,245.08
02/05/92	Allied Reporting Services	Court Reporter appearance on January 29, 1992	52317	General	242.20
02/05/92	A-Accurate Court Reporting	Court Reporter in County Court, January 28, 1992	52318	General	240.00
02/05/92	The Rambler/Reporter	Local Display and Legal Words; Acct. #3089	52319	General	127.33
02/05/92	Rogers Office Supply	Invoice #6669,6799,6903,7055,7062,7064 and 7071 - Office Supplies	52320	General	115.67
02/06/92	Blan Greer, Sheriff	Board bill for January, 1992	52321	General	1,011.40
02/06/92	L. D. Fletcher	Reimbursement for 76 miles @ 20¢ - Jasper	52322	General	15.20
02/06/92	Lawton Crain	Reimbursement for 100 miles @ 20¢ and lunch	52323	General	24.65
02/06/92	Brookshire Bros., Inc.	Board bill for Sheriff's Dept.	52324	General	84.05
02/06/92	Tom Philips	\$10.00 to pickup Willie James Owens	52325	General	10.00
02/06/92	K-C Drugs #2	Ticket #25136,25146 and 25336 - Sheriff's Dept.	52326	General	149.75
02/06/92	Jordan's Auto Supply	Invoice #18899,18860 and 18620 - Sheriff's Dept.	52327	General	25.45
02/06/92	Hemphill Motor Co., Inc.	Invoice #050505,050290 and 050282 - Sheriff's	52328	General	53.58

Grand Total

Approved: [Signature]
 County Judge

[Signature]
 Comm. Pct. 1

Attest: [Signature] 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals

General _____
 R & B _____
 Fed. Rev. Sharing _____
 Total _____

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/06/92	Memorex Telex	Account #75-85594 - Maint. Agreement	52329	General	\$ 55.00
02/06/92	Terrill Petroleum Co., Inc.	Invoice #19735 - Gas for Sheriff's Dept.	52330	General	624.00
02/06/92	Stamps Office Supply	Office Supplies for Sheriff's Dept.	52331	General	16.15
02/06/92	B and L Supply Company	Invoice #011464 and #011304 - Supp. Sheriff's	52332	General	64.74
02/06/92	Dixie USA, Inc.	Invoice #286169; Cust. #120449 - Sheriff's Dept.	52333	General	48.96
02/06/92	T. D. Fuller	Paint - Sheriff's Dept.	52334	General	8.96
02/06/92	Stelzig's	Invoice #058480 - Bulbs	52335	General	34.90
02/06/92	Perry Brothers, Inc. #95	Ticket #241907 - Sheriff's Dept.	52336	General	24.88
02/06/92	Grover C. Winslow, M.D.	ID No. 417-22-1436; Michael, Steven, Robert and Kurt - Sheriff's Dept.	52337	General	288.17
02/06/92	Lane's Grocery	Ticket #32 - Bread	52338	General	1.09
02/06/92	Reliable	Invoice #41033900 - Office Supplies; Sheriff's	52339	General	36.43
02/06/92	Xerox Corporation	Invoice #531920255 and Cust. #957240211	52340	General	69.74
02/07/92	Eastex Communications	Invoice #004987 - Repairs on radio; Constable #2	52341	General	130.00
02/07/92	Xerox Corporation	Invoice #031930023; Cust. #662767672	52342	General	206.15
02/07/92	B&W Hardware & Furniture	Ticket #27 and 46; Bulbs and keys	52343	General	81.75
02/07/92	Texas Dept. of Health	Pct. #1 - Permit #00889 - Sabinetown - 630.00			
		Pct. #2 - Permit #01360 - Green Acres - 675.00			
		Pct. #3 - Permit #01667 - Gravelhill - 318.75			
		Pct. #4 - Permit #00888 - Geneva - 500.61	52344	General	2,124.36
02/07/92	Rhonda Williams	Salary - Overtime 7 hrs. @ 8.67 hr.	52349	General	51.80
02/07/92	Tammy Sepulvado	Salary - Overtime 5 hrs. @ 8.67 hr.	52348	General	44.40
02/07/92	TAEX Acct. #20200	Registration fee - District Clerk-March 16-18	52345	General	55.00
02/07/92	Corley's Texaco Ser. Station	Account - County Judge	52346	General	18.50
02/10/92	Southwest Uniforms	Invoice #05042 - Badges	52347	General	198.38
Grand Total					

Approved: [Signature]
 County Judge

[Signature]
 Comm. Pct. 1

Attest: [Signature]
 Comm. Pct. 2

Attest: [Signature] 2/13/92
 County Clerk

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals

General
 XXXXX
 XXXXXXXXXX
 Total \$73,918.07

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
01/31/92	Guardian Life Ins. Co.	February 1991 Premium	52205	Road & Bridge #1	\$ 585.12
01/31/92	First State Bank	Social Security and Withholding for wages paid 01/27/92	52211	Road & Bridge #1	624.38
02/05/92	Tex.Co.& Dist.Retirement	January, 1992 Retirement Report	52258	Road & Bridge #1	668.26
02/03/92	Jordan's Auto Supply	Invoice #18701 - Parts	52354	Road & Bridge #1	70.95
02/03/92	Napa Auto Parts - Hemphill	Invoice #025481,025864,026010 and 026335	52355	Road & Bridge #1	80.48
02/10/92	Etox, Inc. of Jasper	Invoice #59282 - Supplies	52356	Road & Bridge #1	38.55
02/10/92	Keith Clark	Salary - 80 hrs. @ 7.08 hr.	52289	Road & Bridge #1	427.51
02/10/92	Jerry Miller	Salary - 80 hrs. @ 7.08 hr.	52290	Road & Bridge #1	470.63

Grand Total

Approved: *Ruth A. Daniel*
 County Judge

C. Carlin Daniel
 Comm. Pct. 1

Attest: *Madeline Hines* - 2/13/92
 County Clerk Date

Lynn Smith
 Comm. Pct. 2

James Brown
 Comm. Pct. 3

Charles D. Coulter
 Comm. Pct. 4

Fund Totals
~~XXXXXXXXXX~~
 R & B #1
~~XXXXXXXXXX~~
 Total \$2,965.88

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
01/31/92	Guardian Life Ins. Co.	February 1991 Premium	52206	Road & Bridge #2	\$ 585.12
01/31/92	First State Bank	Social Security and Withholding for wages paid 01/27/92	52212	Road & Bridge #2	668.07
02/05/92	Tex. County & Dist. Retire.	January 1992 Retirement Report	52259	Road & Bridge #2	458.46
02/03/92	Jasper Tire & Distributing	Invoice #45621 - Tire	52362	Road & Bridge #2	89.95
02/03/92	Big Tin Barn	Previous Balance	52363	Road & Bridge #2	10.72
02/03/92	Napa Auto Parts-Pineland	Invoice #408320,,408847 and 408094	52364	Road & Bridge #2	2,066.70
02/03/92	Calvin Sepulvado	Ticket #2 - Welding on backhoe	52310	Road & Bridge #2	50.00
02/03/92	Gulf Welding Supply Co.	Invoice #101842- 2 cylinders @ 4.00	52365	Road & Bridge #2	8.00
02/03/92	Hemphill Motor Company, Inc.	Invoice #050426 - State Inspection	52366	Road & Bridge #2	10.50
02/03/92	Terrill Petroleum Co., Inc.	Invoice #19696,19786 and 19828 - Diesel	52367	Road & Bridge #2	1,760.50
02/03/92	Napa Auto Parts-Hemphill	Invoice #025229,025699,025910 and #026285-Parts	52368	Road & Bridge #2	33.79
02/03/92	Interstate Billing Service	Invoice #J4050,J4068,J20461 and J4092-Parts & Labor	52369	Road & Bridge #2	967.55
02/03/92	East Texas Mill Supply	Invoice #7898 credit of 3.71; Invoice #7915, 7883,7796,7710,7691,7693,7529.7326 - Parts	52370	Road & Bridge #2	613.62
02/10/92	Robert Cunningham, Jr.	Salary - 80 hrs. @ 7.08 hr.	52288	Road & Bridge #2	426.88
02/10/92	Terry O'Brien	Salary - 80 hrs. @ 7.08 hr.	52287	Road & Bridge #2	441.88

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
~~General~~
 R & B #2
~~XXX~~
 Total \$8,191.74

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
01/31/92	Guardian Life Ins. Co.	February 1991 Premium	52207	Road & Bridge #3	\$ 585.12
01/31/92	First State Bank	Social Security and Withholding for wages paid 01/27/92			
02/05/92	Tex. County & Dist. Retire.	January, 1992 Retirement Report	52213	Road & Bridge #3	606.53
			52260	Road & Bridge #3	656.34
02/03/92	Griffin Feed Company, Inc.	Invoice #12586 - Culverts	52371	Road & Bridge #3	329.51
02/03/92	Gulf Welding Supply Co.	Invoice #101961 - 2 cylinders @ 4.00	52372	Road & Bridge #3	8.00
02/03/92	Terrill Petroleum Co., Inc.	Invoice #19608 and #19840 - Gas and diesel	52373	Road & Bridge #3	1,367.75
02/03/92	East Texas Mill Supply	Invoice #7744,7312 and #7346 - Parts	52374	Road & Bridge #3	87.49
02/07/92	D. J.'S Grocery	Supplies - Ice and paper towels	52375	Road & Bridge #3	9.87
02/10/92	Lonnie B. Harley	Salary - 80 hrs. @ 7.08 hr.	52285	Road & Bridge #3	441.88
02/10/92	Johnny Franklin	Salary - 80 hrs. @ 7.08 hr.	52284	Road & Bridge #3	441.88
02/10/92	Marvin Stroud	Salary - 5 days @ 51.10	52285	Road & Bridge #3	220.17
02/10/92	Jimmy Conn	Salary - 1/2 Month	52291	Road & Bridge #3	686.52

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
 XXXXXXXXXX
 R & B #3
 XXXXXXXXXX
 Fed. Rev. XXXXXXXXXX
 Total \$5,441.06

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
01/31/92	Guardian Life Ins. Co.	February 1991 Premium	52208	Road & Bridge #4	\$ 780.16
01/31/92	First State Bank	Social Security and Withholding for wages paid 01/27/92	52216	Road & Bridge #4	826.04
02/05/92	Tex. County & Dist. Retire.	January, 1992 Retirement Report	52261	Road & Bridge #4	854.44
01/27/92	Nichols Garage	Labor	52376	Road & Bridge #4	50.00
02/3/92	Mid Lake auto Repair	Invoice 0116015 - State Inspection	52377	Road & Bridge #4	10.50
02/03/92	Leslo Sales of Hemphill	Invoice #000587,000699 and #028490 - Supplies	52378	Road & Bridge #4	17.95
02/03/92	Terrill Petroleum Co., Inc.	Invoice #19645 and 19806 - Gas and diesel	52379	Road & Bridge #4	1,571.40
02/03/92	Napa Auto Parts	Invoice #025505,025720,025721 and 025862-Parts	52380	Road & Bridge #4	67.08
02/04/92	East Texas Asphalt Co.	Invoice #53039 - CPM	52381	Road & Bridge #4	270.60
02/05/92	Stewart Glass & Mirror, Inc.	Invoice #41674; 48x54 1/4 Lexan	52382	Road & Bridge #4	153.00
02/05/92	East Texas Mill Supply	Invoice #7474 - Parts	52383	Road & Bridge #4	72.94
02/05/92	Napa Auto Parts-Pineland	Invocie #408921 - Parts	52384	Road & Bridge #4	11.16
02/10/92	Troy Burch	Salary - 80 hrs. @ 7.08 hr.	52281	Road & Bridge #4	470.63
02/10/92	James Edwards	Salary - 80 hrs. @ 7.08 hr.	52282	Road & Bridge #4	483.42
02/10/92	A. R. Horton	Salary - 80 hrs. @ 7.08 hr.	52283	Road & Bridge #4	427.51

Grand Total

Approved: *Ruth [Signature]*
 County Judge
Charles W. Daniel
 Comm. Pct. 1

Lynn Smith
 Comm. Pct. 2

Attest: *Madeline [Signature]* 2/13/92
 County Clerk Date
James [Signature]
 Comm. Pct. 3

Charles H. [Signature]
 Comm. Pct. 4

Grand Totals
 XXXGeneralXXX
 R & B #4
 XXXDevXXXSharingXXX
 Total \$6,066.83

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/03/92	Capital City Leasing, Inc. IBM Corporation - DP7	Payment 6 - Lease #M-553	52385	Debt Service	\$ 715.33
02/03/92		Invoice #Q224416; IBM Acct. #7807439-00	52386	Debt Service	757.00

Grand Total

Approved: [Signature]
 County Judge

C. Carlisle Daniel
 Comm. Pct. 1

Attest: [Signature] 2/13/92
 County Clerk Date

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Funl Totals
 Debt Service
~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~
 Total \$1,472.33

Sabine County, Texas
 Summary of claims to be approved February 10, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
02/05/92	Tex. County & Dist. Retire.	Retirement Report for January, 1992	52256	Record Retentions	\$ 11.20

Grand Total

Approved: *Ralph [Signature]*
 County Judge

Attest: *Madeline Gray - 2/13/92*
 County Clerk Date

C. Carlos [Signature]
 Comm. Pct. 1

Lynn [Signature]
 Comm. Pct. 2

James [Signature]
 Comm. Pct. 3

Charles D. [Signature]
 Comm. Pct. 4

Fund Totals
 Record Retentions
~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~
 Total

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.



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SABINE GARY, COUNTY CLERK
by [Signature]
DEPUTY

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