

Tuesday, May 26, 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.

Monthly reports were presented and approved.

#2 - Motion was made by Commissioner Chester Cox to table bid opening for County Health Insurance until our meeting June 8. Commissioner Jimmy Conn seconded, and motion carried.

#3 - Frank Tatum Road: Commissioner Carlin McDaniel explained this has been a public road at least 52 years. This road goes into property owned by his brother. 7 Or 8 years ago Louisiana-Pacific Timber Company leased their property in this area to Pines Hunting Club. Pines Hunting Club put a gate across the road. Louisiana-Pacific will not give a permanent easement to his brother's property, but at this time he has a key to the gate. Motion was made by Commissioner McDaniel, seconded by Commissioner Cox, to open road and re-establish county maintenance of road. Motion carried.

#4 - Sabine County Firefighters Association - Tabled until June 8.




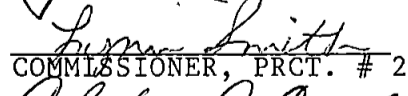
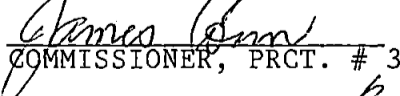

Recessed 15 minutes:

Eddie Ecenhower with Conley-Lott-Nichols informed the Court of a Municipal lease available on bo-mag with option of getting out at end of each year. One plan is 0 down, and payments of \$3,824.00 per month for 48 months. The other plan is \$10,500.00 down and \$3,609.00 per month for 48 months. 6 months full warranty is included. Locked in rate of interest is 7.1%. Commissioner Chester Cox made the motion to accept viable municipal lease of 0 down and \$3,824.00 per month for 48 months. Commissioner Conn seconded, and motion carried.

Commissioner Cox then made the motion to give Judge Smith the authority to do all paper work involved in this lease. Commissioner Conn seconded, and motion carried.

Motion was made by Commissioner Smith to pay bills except one pulled. Commissioner Conn seconded, and motion carried.

Meeting adjourned.

 COUNTY JUDGE	 COMMISSIONER, PRCT. # 2
 COMMISSIONER, PRCT. # 1	 COMMISSIONER, PRCT. # 4
 COMMISSIONER, PRCT. # 3	
 COUNTY CLERK	

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05-13-92	Carolyn M. Wych	(1) One day Jury Duty District Court	3206	General	6.00
05-13-92	Ruby D. Herrington	(1) One day Jury Duty District Court	3207	General	6.00
05-13-92	Elton B. McSwain	(1) One day Jury Duty District Court	3208	General	6.00
05-13-92	Mary S. Welch	(1) One day Jury Duty District Court	3209	General	6.00
05-13-92	Debra A. Garrett	(1) One day Jury Duty District Court	3210	General	6.00
05-13-92	Gary W. Adams	(1) One day Jury Duty District Court	3211	General	6.00
05-13-92	Patsy S. Vrooman	(1) One day Jury Duty District Court	3212	General	6.00
05-13-92	Clarence G. Campbell	(1) One day Jury Duty District Court	3213	General	6.00
05-13-92	VOID		3214	General	6.00
05-13-92	Evelyn M. Davenport	(1) One day Jury Duty District Court	3215	General	6.00
05-13-92	John M. Stewart	(1) One day Jury Duty District Court	3216	General	6.00
05-13-92	Kenneth L. Webb	(1) One day Jury Duty District Court	3217	General	6.00
05-13-92	Bertha HAWKINS	(1) One day Jury Duty District Court	3218	General	6.00
05-13-92	James E. Watterson	(1) ONE day Jury Duty District Court	3219	General	6.00
05-13-92	April M. Welch	(1) One day Jury DuTy District Court	3220	General	6.00
05-13-92	Donny C. Impson	(1) One day Jury Duty District Court	3221	General	6.00
05-13-92	Donna R. Nichols	(1) One day Jury Duty District Court	3222	General	6.00
05-13-92	VOID		3223	General	6.00
05-13-92	Rose Martin	(1) One day Jury Duty District Court	3224	General	6.00
05-13-92	Lee Hunt	(1) One day Jury Duty District Court	3225	General	6.00
05-13-92	James A. Hicks	(1) One day Jury Duty District Court	3226	General	6.00
05-13-92	Buford Blankenship	(1) One day Jury Duty District Court	3227	General	6.00
05-13-92	James L. Hardy Jr	(1) One day Jury Duty District Court	3228	General	6.00
05-13-92	Dianne Swarers	(1) One day Jury Duty District Court	3229	General	6.00
Grand Total					

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

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 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals	
General	
Rx&R	
F&M	XXXXXX
XXXXXX	XXXXXX
Total	

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Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05-13-92	Thomas Black	(1) day Jury Duty District Court			
05-13-92	Florence S. Freeman	One day Jury Duty District Court	3230	General	6.00
05-13-92	Rena L. Morgan	One day Jury Duty District Court	3231	General	6.00
05-13-92	Ellis Kemper	One day Jury Duty District Court	3232	General	6.00
05-13-92	Mary K. McKinney	One day Jury Duty District Court	3233	General	6.00
05-13-92	Patricia M. McBride	One day Jury Duty District Court	3234	General	6.00
05-13-92	Lillie J. Horton	One day Jury Duty District Court	3235	General	6.00
05-13-92	Cedell Garrett	One day Jury Duty District Court	3236	General	6.00
05-13-92	Sandra F. Easley	One day Jury Duty District Court	3237	General	6.00
05-13-92	Fred R. Dell	One day Jury Duty District Court	3238	General	6.00
05-13-92	Jesse L. Young	One day Jury Duty District Court	3239	General	6.00
05-13-92	Lon L. Hall	One day Jury Duty District Court	3240	General	6.00
05-13-92	George F. Worry	One day Jury Duty District Court	3241	General	6.00
05-13-92	Janice B. Chandler	One day Jury Duty District Court	3242	General	6.00
05-13-92	Sarah J. Austin	One day Jury Duty District Court	3243	General	6.00
05-13-92	Mary E. Stark	One day Jury Duty District Court	3244	General	6.00
05-13-92	Arnold R. Conn	One day Jury Duty District Court	3245	General	6.00
05-13-92	Bennie J. Simmons	One day Jury Duty District Court	3246	General	6.00
05-13-92	Rosemarie K. Rogers	One day Jury Duty District Court	3247	General	6.00
05-13-92	Mary M. Wall	One day Jury Duty District Court	3248	General	6.00
05-13-92	Barbara S. Kirk	One day Jury Duty District Court	3249	General	6.00
05-13-92	Kenneth R. Stroud	One day Jury Duty District Court	3250	General	6.00
05-13-92	Tawana L. Clark	One day Jury Duty District Court	3251	General	6.00
05-13-92	Allen D. Herdon	One day Jury Duty District Court	3252	General	6.00
			3253	General	6.00

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

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 Comm. Pct. 1

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 Comm. Pct. 2

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 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals
General
xxxx
xxxx
xxxx
xxxx
xxxx
Total

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05-13-92	Maurice M. Patterson	One day Jury Duty District Court	3254	General	6.00
05-13-92	Helen Mapier	One day Jury Duty District Court	3255	General	6.00
05-13-92	John L. Davis	Two day Jury Duty District Court	3256	General	12.00
05-13-92	Henry O. Reeves	Two day Jury Duty District Court	3257	General	12.00
05-13-92	Richard Bass	Two day Jury Duty District Court	3258	General	12.00
05-13-92	Ann Watson	Two day Jury Duty District Court	3259	General	12.00
05-13-92	Jo Ann Sanders	Two day Jury Duty District Court	3260	General	12.00
05-13-92	Thomas G. Whipple	Two day Jury Duty District Court	3261	General	12.00
05-13-92	Martha Odom	Two day Jury Duty District Court	3262	General	12.00
05-13-92	Doris S. Mason	Two day Jury Duty District Court	3263	General	12.00
05-13-92	Mary Thomas	Two day Jury Duty District Court	3264	General	12.00
05-13-92	Betty S. Fuller	Two day Jury Duty District Court	3265	General	12.00
05-13-92	Jo Anne Smith	Two day Jury Duty District Court	3266	General	12.00
05-13-92	Vera P. Kilcrease	Two day Jury Duty District Court	3267	General	12.00
05/15/92	Dorothy J. Felts	Salary - 50 hrs. @ 6.08 hr. - Part Time	1322	General	258.24
05/15/92	Tri-County Community Act.	County Pledge	52862	General	2,000.00
05/18/92	First State Bank	Social Security and Withholding for wages paid 05/11/92 and 05/15/92	52867	General	3,444.74
05/20/92	Naomi Louise Clark	Salary - 1/2 Month	1328	General	352.61
05/20/92	Gladys Nadine Gary	Salary - 1/2 Month	1329	General	393.72
05/20/92	Theresa Diane Husband	Salary - 1/2 Month	1328	General	528.72
05/20/92	Dwight P. McDaniel	Salary - 1/2 Month	1329	General	572.47
05/20/92	B. Janice McDaniel	Salary - 1/2 Month	1330	General	381.17
05/20/92	Johnnie Lou Palmer	Salary - 1/2 Month	1331	General	395.55

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

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 Comm. Pct. 1

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 Comm. Pct. 2

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 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals

General	
XXXX	
XXXXXX	Sharing
XXXXXX	Total

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/20/92	Yvette Louise Parks	Salary - 1/2 Month	1332	General	\$ 380.55
05/20/92	Thomas R. Philips	Salary - 1/2 Month	1333	General	661.22
05/20/92	Tammy Sepulvado	Salary - 1/2 Month	1334	General	381.17
05/20/92	Richard L. Smith	Salary - 1/2 Month	1335	General	719.02
05/20/92	Ollie Faye Sparks	Salary - 1/2 Month	1336	General	503.72
05/20/92	James L. Thornton	Salary - 1/2 Month	1337	General	677.60
05/20/92	Terry Lynn Vaughn	Salary - 1/2 Month	1338	General	409.92
05/20/92	Tanya Kim Walker	Salary - 1/2 Month	1339	General	543.72
05/20/92	Bruce W. White	Salary - 1/2 Month	1340	General	618.10
05/20/92	Rhonda S. Williams	Salary - 1/2 Month	1341	General	381.17
05/20/92	James Edgar Williams	Salary - 1/2 Month	1342	General	380.55
05/20/92	Jeanette Bryan	Salary	1343	General	70.19
05/20/92	Clarice C. Clark	Salary	1344	General	314.67
05/20/92	Jimmy S. Clark	Salary	1345	General	314.67
05/20/92	Paul D. Clark	Salary	1346	General	185.45
05/20/92	Jeffrey Lee Cox	Salary	1347	General	195.45
05/20/92	Lawton P. Crain	Salary	1348	General	702.34
05/20/92	Arthur Ellison	Salary	1349	General	539.05
05/20/92	Daniel R. Featherston	Salary	1350	General	606.16
05/20/92	Blan Greer	Salary	1351	General	1,430.55
05/20/92	Thomas J. Hamilton	Salary	1352	General	650.43
05/20/92	Millard R. Jordon	Salary	1353	General	195.45
05/20/92	Mary Lou Russell	Salary	1354	General	712.34
05/20/92	Barbara Roy Smith	Salary	1355	General	406.82

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

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 Comm. Pct. 1

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 Comm. Pct. 2

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 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals

General	XXXXXX
	XXXXXXXXXXXXXXXXXXXX
Total	=====

Sabine County, Texas
 Summary of claims to be approved May 26, 19 92

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/20/92	Billy Don Sparks	Salary	1356	General	\$1,265.69
05/20/92	Gene Walker	Salary	1357	General	513.57
05/20/92	Alvie Rayford Welch	Salary	1358	General	195.45
05/20/92	Jerry Dan Webb	Salary	1359	General	195.45
05/20/92	Bobby G. White	Salary	1360	General	314.67
05/20/92	Joe B. Golden	Salary	1325	General	64.42
05/20/92	Charles Mitchell	Expense	1361	General	42.00
05/20/92	J. L. Smith	Salary	1362	General	64.00
05/20/92	John Brendan Toner	Salary	1363	General	268.84
05/20/92	John Brendan Toner	Expense	1364	General	175.00
05/20/92	Butler Paper	Invoice # 052582-00 Supplies for Courthouse	52872	General	86.08
05/20/92	Rogers Office Supply	Invoice #8655;8657; 8662;8816; 8819;8827; 8833	52873	General	288.67
05/20/92	Jimmy Clark	Inquest: Jack Wilson	52874	General	25.00
05/20/92	John B. Toner	Tree Identification Book	52875	General	28.00
05/20/92	Stewart Glass & Mirror	Invoice #42648; 42671		General	85.52
05/20/92	C-M Water Supply Corp.	Account #1262		General	17.59
05/20/92	East Texas Ed. Office Supply	Invoice #0515-2 Ledger Binder JP Danial Featherston	52876	General	36.48
05/20/92	Blan Greer, Sheriff	Board Bill For Co. Jail April 1992	52877	General	364.80
05/20/92	Sabine Co. Hospital	Broyal J. Armstrong		General	1,112.05
05/21/92	Blan Greer	Reimburse: Postage paid; Narcotics TF Lunch	52878	General	22.40
05/21/92	Billy Don Sparks	Reimburse: Lunch Attending Drug School Jasper	52879	General	10.70

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

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 Comm. Pct. 2

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 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals

General	XXXXXXX
XXXXXXX	XXXXXXX
Total	XXXXXXX

Sabine County, Texas
 Summary of claims to be approved May 26, 19 92

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/22/92	Joe Bass	Mowing	52869	General	\$ 20.00
05/22/92	H R Enterprises	Invoice #137; Computer; Pringer & Cable	52880	General	2,354.25
05/26/92	W. L. Boone	Salary - 48 hrs. @ 5.00 - Part Time- Dump	1366	General	221.64
05/26/92	Teresa F. Moody	Salary - 54 hrs. @ 5.00 - Part Time - Dump	1367	General	211.94
05/26/92	Lula Jane Parks	Salary - 49 hrs. and 35 minutes - Part Time	1368	General	213.96
05/26/92	T. W. Thomas	Salary - 71½ hrs. @ 4.25 hr. - Part Time- Dump	1369	General	272.54
05/26/92	Jodie Douglas Welch	Salary - 64 hrs. @ 4.50 hr. - Part Time - Dump	1370	General	245.24
05/26/92	Sabine County Hospital	Paid ½ bill from Eastex Communications to Sabine County Hospital Comm.Ct. Approved 10/91	52893	General	321.75

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] - 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

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 Comm. Pct. 2

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 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals

General
~~XXXXXXXXXX~~
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 Total \$28,562.07

Sabine County, Texas
 Summary of claims to be approved May 26, 19 92

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/18/92	First State Bank	Social Security and Withholding for wages paid 05/11/92	52863	Road & Bridge #1	\$ 392.88
05/20/92	Clement C. McDaniel	Salary	1089	Road & Bridge #1	1,488.05
05/26/92	McBride Auto Salvage	Parts and labor	52881	Road & Bridge #1	544.00
05/26/92	Keith Clent Clark	Salary - 40 hrs. @ 7.08 hr.	1092	Road & Bridge #1	213.76
05/26/92	Dascome Davis Felts	Salary - 40 hrs. @ 7.08 hr.	1095	Road & Bridge #1	241.72
05/26/92	Jerry Ray Miller	Salary - 80 hrs. @ 7.08 hr.	1100	Road & Bridge #1	470.63
05/26/92	Terry D. O'Brien	Salary = 40 hrs. @ 7.08 hr.	1102	Road & Bridge #1	239.69

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
~~XXXXXX~~
 R & B #1
~~XXXXXX~~
 Total \$3,590.73

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/18/92	First State Bank	Social Security and Withholding for wages paid 05/11/92			
05/20/92	Sidney L. Smith	Salary	52864	Road & Bridge #2	\$ 212.43
05/20/92	Napa Auto Parts Hemphill	Invoice# 029491; 029907	1090	Road & Bridge #2	1,430.55
05/20/92	Conoco Hemphill	Clean Loader	52882	Road & Bridge #2	31.49
05/20/92	Leonard D. Shockey	Account No. 1307 Randy Lynn Phsical;	52883	Road & Bridge #2	10.00
05/11/92	G-M Water Supply Corp.	Account No. 1262 - Water Bill	52884	Road & Bridge #2	35.00
05/26/92	Stewart Glass & Mirror, Inc.	Invoice #42671 - 1 16x 40 Safety Plate	52885	Road & Bridge #2	17.59
05/26/92	Keith Clent Clark	Salary - 40 hrs. @ 7.08 hr.	52886	Road & Bridge #2	85.52
05/26/92	Randy Jarrell Lynn	Salary - 80 hrs. @ 7.08 hr.	1092	Road & Bridge #2	213.75
05/26/92	Freddie Mae Moody	Salary - 1/2 Month	1099	Road & Bridge #2	456.26
05/26/92	Kenneth R. Roach	Salary - 56 1/2 hrs. @ 7.08 hr.	1101	Road & Bridge #2	380.55
			1103	Road & Bridge #2	332.52

Grand Total

Approved: *Paul Smith*
 County Judge
C. Carlton Daniel
 Comm. Pct. 1

Lynn Smith
 Comm. Pct. 2

Attest: *Nedie Hays* 5/27/92
 County Clerk Date

James Brown
 Comm. Pct. 3

Chute D. Cash
 Comm. Pct. 4

Fund Totals
~~XXXXXX~~
 R & B #2
~~XXXXXX~~
 Total \$3,205.66

Sabine County; Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/18/92	First State Bank	Social Security and Withholding for wages paid 05/11/92	52864	Road & Bridge #3	\$ 671.53
05/20/92	D.J.'s Grocery	Receipt#170980;170764;170800;170806;170825 170825;171104;90015;90100;90060;90300;90482- 90217;90366;90407;90464. Supplies	52887	Road & Bridge #3	38.84
05/26/92	McBride Auto Salvage	Parts and labor	52888	Road & Bridge #3	426.15
05/26/92	Primrose Oil Company, Inc.	Ref. #98920; Cust. #77537 - A O F R	52889	Road & Bridge #3	35.20
05/26/92	James H. Conn	Salary - 1/2 Month	1093	Road & Bridge #3	686.52
05/26/92	Johnny L. Franklin	Salary - 80 hrs. @ 7.08 hr.	1096	Road & Bridge #3	441.88
05/26/92	Lonnie B. Harley	Salary - 80 hrs. @ 7.08 hr.	1097	Road & Bridge #3	441.88
05/26/92	Marvin Ottis Stroud	Salary - 80 hrs. @ 6.38 hr. plus 60¢	1104	Road & Bridge #3	417.86

Grand Total

Approved:

[Signature]
 County Judge

Attest:

[Signature] 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

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 Comm. Pct. 4

Fund Totals

XXXXXX
 R & B #3
 XXXXXXXXXX
 Total \$3,159.86

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/18/92	First State Bank	Social Security and Withholding for wages paid 05/11/92	52866	Road & Bridge #4	\$ 355.84
05/20/92	Chester D. Cox, Sr.	Salary	1088	Road & Bridge #4	1,373.05
05/13/92	Stewart Glass & Mirror, Inc	Invoice #42671; 1 16x40 Safety plate		Road & Bridge #4	85.52
05/26/92	TAC	Registration Fee for Chester D. Cox, Sr. School in Austin, Texas; May 27, 28 & 29, 1992	52870	Road & Bridge #4	175.00
05/26/92	Chester D. Cox, Sr.	School in Austin, Texas; Room 2 nights @ 50.00 = 100.00; Meals 3 days @ 25.00 = 75.00; 520 miles @ 20¢ = 104.00	52871	Road & Bridge #4	279.00
05/26/92	Troy Burch	Salary - 80 hrs. @ 7.08 hr.	1091	Road & Bridge #4	470.63
05/26/92	James K. Edwards	Salary - 80 hrs. @ 7.08 hr.	1094	Road & Bridge #4	456.26
05/26/92	Dascome Davis Felts	Salary - 16 hrs. @ 7.08 hr.	1095	Road & Bridge #4	96.68
06/26/92	Alva R. Horton	Salary - 80 hrs. @ 7.08 hr.	1098	Road & Bridge #4	427.51

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

C. Carlin vs Daniel
 Comm. Pct. 1

Lynn Smith
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
~~XXXXXX~~
 R & B #4
~~XXXXXX~~
 Total \$3,633.97

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/22/92	IBM Corporation - DP7	Invoice #Q419960; IBM Acct. #780439-00	52891	Debt Service	\$ 757.00

Grand Total

Approved: [Signature]
 County Judge

Attest: [Signature] 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 1

[Signature]
 Comm. Pct. 2

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
 Debt Service
 XXXXXXXX
 XXXXXXXX
 XXXXXXXX
 Total \$757.00

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/19/92	Jefferson County Council on Alcohol and Drug Abuse	Ronnie Pearson, Client	52892	Criminal Justice	\$300.00

Grand Total

Approved: [Signature]
 County Judge

C. Lebin McDaniel
 Comm. Pct. 1

Lynne Smith
 Comm. Pct. 2

Attest: [Signature] - 5/27/92
 County Clerk Date

[Signature]
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals
 Criminal Justice
 General XXXXXXXX
 XXXXXXXX
 XXXXXXXX
 Total \$300.00

Sabine County, Texas
 Summary of claims to be approved May 26, 1992

Date Received	Vendor Name	Brief Description	Check#	Account	Amount
05/22/92	John F. Ivy	Appraisal Service	52890	Right-of-way	\$ 750.00

Grand Total

Approved:

[Signature]
 County Judge

C. Carlin Daniel
 Comm. Pct. 1

Lynn Smith
 Comm. Pct. 2

Attest:

[Signature] - 5/27/92
 County Clerk Date

James Gunn
 Comm. Pct. 3

[Signature]
 Comm. Pct. 4

Fund Totals

Right-of-way

~~GENERAL~~ XXXX

~~XXXX~~ XXXX

~~Fed~~ XXX ~~Rev~~ XXX ~~Sh~~ XXX ~~Int~~ XXXX

Total \$750.00

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.



VOL. 10 PAGE 172
NADINE GARY, COUNTY CLERK
by Louis Clark
DEPUTY

Vol 10 Pg 186

Vrooman Insurance Placement Service

DRAWER 410
HEMPHILL, TEXAS 75948
(409) 787-3413

May 4, 1992

SABINE County Commissioners Court
ATT: RICHARD SMITH, County Judge
P.O. BOX 580
HEMPHILL, TX. 75948

RE: GROUP HEALTH INSURANCE BID

Dear Richard,

Please find enclosed Group Health bid from LAMAR LIFE, submitted by Bill Vrooman.

QUOTE COVERS: \$250. Deductible
80/20% Co-Insurance of \$5,000.
100% thereafter to \$1,000,000. of eligible charges

\$15,000. Life/AD&D (under age 65)
\$ 7,500. " " (ages 65-69)

COST PER EMPLOYEE: LIFE \$ 16.58
HEALTH 151.18
TOTAL \$167.76 (46 EMPLOYEES--per employee)

COST-ALL EMPLOYEES: LIFE \$ 762.61
HEALTH 6,954.26
TOTAL \$7,716.87

COMPANY DATA: LAMAR LIFE INSURANCE COMPANY
JACKSON, MISSISSIPPI
A.M. BEST RATING: A+ (SUPERIOR)
INSURANCE IN FORCE: 9.7 BILLION
ASSETS: 459.7 MILLION
BENEFITS PAID 1990: 64.2 MILLION

Respectfully submitted,

Bill Vrooman
BILL VROOMAN

accepted

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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NADINE GARY, COUNTY CLERK
by Louise Clark
DEPUTY



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May 13, 1992

MS JANICE MCDANIEL CHIEF DEPUTY CLERK
SABINE COUNTY
P. O. DRAWER 580
HEMPHILL, TEXAS 75948

RE: Group Plan G-261351-L-47

Dear Planholder:

In conducting the annual review of your plan we have recalculated the premium rates for your plan of insurance.

Your average life insurance premium rate has been redetermined based on the ages and amounts of coverage for your employees who are currently insured.

We have also examined the expenses associated with your major medical benefits, taking into account the age and sex of each employee, the number of dependents and the local cost of medical care. There are, of course, many societal factors that also influence our costs and your rates.

- o The cost of health care is growing at twice the pace of overall inflation. It is expected to rise even more rapidly in the next few years.
- o Americans seek care much more frequently than in the past.
- o As federal and state governments cut health care spending, costs are shifted to the private sector to make up the shortfall.

As a result your new monthly renewal rates, effective July 1, 1992 are:

	CURRENT RATES	RENEWAL RATES
Basic Life	\$.85 per \$1,000.00	\$.88 per \$1,000.00
Accidental Death	\$.05 per \$1,000.00	\$.05 per \$1,000.00
Major Medical	\$ 131.50 per employee	\$ 13.95 per employee
Employee	\$ 181.54 per employee	\$ 223.29 per employee

Texas insurance law requires that we offer optional benefits for "serious mental illness", as defined by the American Psychiatric Association. Benefits payable would be on the same basis as any other illness. What we pay is based upon all terms of the group plan.

The cost to include this benefit requires an additional 20% increase to your new renewal major medical rates.

Please complete and return the attached election form in the enclosed envelope, indicating your decision. All forms must be returned prior to the effective date of this renewal. If elected, coverage of this benefit will become effective with your plan's renewal.

Rejected

THE STATE OF TEXAS
COUNTY OF SABINE
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COUNTY, TEXAS.

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NADINE GARY, COUNTY CLERK
Louise Clark
DEPUTY



The Guardian
Life Insurance Company
of America • Est. 1860

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THE STATE OF TEXAS
County Of Sabine

P. O. BOX H
BRONSON, TEXAS 75930

BOBBY WHITE
JUSTICE OF THE PEACE, PCT. 4

May 29, 1992

I, Bobby White, am resigning
from Justice of the Peace
Precinct 4. Because of health
problems.

Bobby H. White

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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NADINE GARY, COUNTY CLERK
by Louise Clark
DEPUTY

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MUNICIPAL EQUIPMENT LEASE - PURCHASE AGREEMENT

Lessor: Commercial Equipment Leasing Company
Lessee: County of Sabine
Address: P. O. Box 716
Hemphill, Texas 75948
(409) 787-2210

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Exhibit A attached to this Municipal Equipment Lease - Purchase Agreement (the "Lease"), upon the following terms and conditions:

- 1. Delivery and Acceptance.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Lessee will accept the equipment as soon as it has been delivered and is operational, or in the event that the manufacturer or vendor allows a preacceptance test period, at the end of the test period but in no event more than thirty (30) days from the date of delivery. 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.
- 2. Term.** This Lease will become effective upon the execution of the Lease by Lessor. The term of this Lease will commence on the date of the lease and, unless it expires early as expressly provided for in this Lease, will continue until the Expiration Date set forth in Exhibit A attached hereto (hereinafter the "Lease Term").
- 3. Rent.** Lessee agrees to pay to Lessor or its assignee the Rent Payments (herein so called), including the interest portion, equal to the amounts specified in Exhibit B. The Rent 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 Payment Date as set forth in Exhibit A and continue on the same day of each successive Rental Period thereafter until fully paid unless the Lease expires early pursuant to Section 4 hereof. Any Rent Payments received later than ten (10) days from the due date will bear interest at the highest rate permitted by law, but not to exceed 18% per annum from the due date. Except as specifically provided in Section 4 hereof, the Rent Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever.

Lessee reasonably believes that funds can be obtained sufficient to make all Rent Payments during the Lease Term. Lessee has the right to terminate the lease at the end of each fiscal year. It is Lessee's intent to make the Rent Payments for the full Lease Term if funds are approved therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

- 4. Nonappropriation of Funds; Early Expiration.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Rent Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall expire on the last day of the fiscal period for which appropriations were received ("Early Expiration Date") without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent Payments for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such early expiration, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the Early Expiration Date, 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 if this lease expires early in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent equipment which performs the same function as, or functions taking the place of, those performed by the Equipment, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for the balance of the fiscal period in which such early expiration occurs or the next succeeding fiscal period thereafter, (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment.

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5. **Limitation on Warranties.** Lessee acknowledges and agrees that the Equipment is of a size, design, and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT.
- Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred and is continuing, all manufacturer's warranties, if any, express or implied with respect to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.
6. **Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision or agency of the State of the Equipment Location; (ii) 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; and (iii) this lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. Lessee agrees 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 bidding requirements 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.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of early expiration of this Lease pursuant to Section 4 hereof, (ii) upon 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.
8. **Security Interest.** 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 hereto, and 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.
9. **Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that Equipment or any part thereof may be or hereafter become in any manner physically affixed to or attached to real estate of any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.
10. **Use; Repairs.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for 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 its possession, use or maintenance. Except as maybe the responsibility of equipment warrantor. Lessee, at its expense, will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefore. If the Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
11. **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.
12. **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 reasonably 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.

13. **Liens and Taxes.** Lessee shall keep the equipment free and clear of all levies, liens and encumbrances except those created under this Agreement. 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 for which Lessee is responsible or liable under this Agreement, Lessee shall reimburse Lessor therefor.
14. **Risk of Loss; Damage; Destruction.** Lessee assumes all risk of loss of 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 Rent Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately replace 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 Rent Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Rent Payment due on such date; and (ii) an amount equal to the applicable Termination Payment set forth in Exhibit 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 pro-rata amount of the Rent Payment and the Termination Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.
15. **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, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Termination Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insured 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 interest 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 of 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.
16. **Indemnification.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery and possession, use, operation, rejection or return and the recovery of claims under insurance policies thereon.
17. **Purchase Option.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event or Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on the Rent Payment dates set forth in Exhibit B by paying to Lessor, on such date, the Rent Payment then due together with the Termination 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 Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.
18. **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 or Lessee's customers. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any other 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. No assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. DURING THE LEASE TERM, LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN A FORM NECESSARY TO COMPLY WITH UNITED STATES INTERNAL REVENUE CODE, SECTION 103(j), AND THE REGULATIONS, PROPOSED OR EXISTING, FROM TIME TO TIME PROMULGATED THEREUNDER. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. 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.

19. **Events of Default.** The term "event of default", as used herein, means the occurrence of any one or more of the following events:

- (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof;
- (b) 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 (10) days after written notice thereof by Lessor; or
- (c) The discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

20. **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 one or more of the following remedies:

- (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rent Payments due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable;
- (b) by written notice to the 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 4 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession and remove the same;
- (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Rent Payments and other payments due 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 amounts payable by Lessee hereunder; and
- (d) 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 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.

21. **Notices.** Any and all notices required to be given under this Lease by Lessee shall be made in writing and mailed by Certified Mail, Return Receipt Requested, to Lessor at the address set forth herein or at such address as Lessor may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

22. **Nature of Agreement.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessee neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the total Rent Payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each monthly Rent Payment constitutes principal and interest in accordance with the schedule of Rent Payments set forth in Exhibit B of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the Lease Term, and that upon the punctual payment of the Rent Payments and other amount due and prompt performance of all other obligations under this Lease, title to the Equipment shall vest permanently in the Lessee as provided in this Lease, free and clear of any lien or security of Lessor therein.

23. **Governing Law.** This Lease shall be governed by and construed in accordance with the Laws of the State of Texas.

24. **Further Assurances.** Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonably necessary with respect to the transaction contemplated by this Lease.

25. **Entire Agreement.** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute 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.
26. **Severability.** Any provision of this Lease found to be prohibited by Law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
27. **Waiver.** 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 hereof.

Dated this 5th day of June, 1992.

LESSOR: **COMMERCIAL EQUIPMENT LEASING COMPANY**

By: _____
Joe Anderson

Title: Credit Manager

LESSEE: **COUNTY OF SABINE**

By: Richard L. Smith
~~Royce C. Smith~~ Richard L. Smith

Title: County Judge

EXHIBIT A

Page 1 of 1

This Exhibit A is a part of the Municipal Lease - Purchase Agreement dated June 5, 1992, between COMMERCIAL EQUIPMENT LEASING COMPANY, AS LESSOR AND County of Sabine, as Lessee.

- A. EQUIPMENT LOCATION: Oak St. & Main, Hemphill, Texas 78948
- B. FIRST PAYMENT DATE: June 5, 1992 (Upon signing lease)
- C. EXPIRATION DATE: May 5, 1996
- D. ADVANCE RENT PAYMENTS: First Rental Payment shall be paid to Lessor at the time this Lease is signed. The total amount due in advance is \$3,824.05.
- E. RENTAL PERIOD: 48 Monthly installments of \$3,824.05, due on the 5th of each month until the lease is paid in full.
- F. EQUIPMENT DESCRIPTION

(1) 1991 Bomag, Model MPH100R hydrostatic travel drive, Hydrostatic rotor drive, w/automatic powered proportioning engine, recycling rotor w/replaceable end rings and 167 holders w/bullet teeth, and all standard equipment. S/N 85955

Date: 8 June, 1992

Lessee: COUNTY OF SABINE

By: Richard L. Smith
Richard L. Smith County Judge

Attest: _____ Title: _____

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EXHIBIT B
TERMINATION SCHEDULE

Lender: COMMERCIAL EQUIPMENT LEASING COMPANY
Customer: COUNTY OF SABINE

Per Mo/Yr	Payments			Net Balance	Termination Payment	
	Payment	Principal	Interest		Princ Balance	Accrued Int
0 6/92	3,824.05	3,824.05	0.00	156,175.95	156,175.95	0.00
1 7/92	3,824.05	2,862.65	961.40	153,312.30	153,312.30	0.00
2 8/92	3,824.05	2,882.68	941.37	150,430.63	150,430.63	0.00
3 9/92	3,824.05	2,902.70	921.35	147,527.92	147,527.92	0.00
4 10/92	3,824.05	2,922.73	901.32	144,605.19	144,605.19	0.00
5 11/92	3,824.05	2,942.76	881.29	141,662.43	141,662.43	0.00
6 12/92	3,824.05	2,962.79	861.26	138,699.64	138,699.64	0.00
1992 12/92	26,768.35	21,300.36	5,467.99			
7 1/93	3,824.05	2,982.82	841.23	135,716.81	135,716.81	0.00
8 2/93	3,824.05	3,002.85	821.20	132,713.96	132,713.96	0.00
9 3/93	3,824.05	3,022.88	801.17	129,691.07	129,691.07	0.00
10 4/93	3,824.05	3,042.91	781.14	126,648.17	126,648.17	0.00
11 5/93	3,824.05	3,062.94	761.11	123,585.24	123,585.24	0.00
12 6/93	3,824.05	3,082.97	741.08	120,502.27	120,502.27	0.00
13 7/93	3,824.05	3,102.60	721.05	117,399.27	117,399.27	0.00
14 8/93	3,824.05	3,123.03	701.02	114,276.25	114,276.25	0.00
15 9/93	3,824.05	3,143.06	680.99	111,133.19	111,133.19	0.00
16 10/93	3,824.05	3,163.08	660.97	107,970.11	107,970.11	0.00
17 11/93	3,824.05	3,183.11	640.94	104,786.99	104,786.99	0.00
18 12/93	3,824.05	3,203.14	620.91	101,583.85	101,583.85	0.00
1993 12/93	45,888.60	37,115.79	8,772.81			
19 1/94	3,824.05	3,223.17	600.88	98,360.68	98,360.68	0.00
20 2/94	3,824.05	3,243.20	580.35	95,117.47	95,117.47	0.00
21 3/94	3,824.05	3,263.23	560.82	91,854.24	91,854.24	0.00
22 4/94	3,824.05	3,283.26	540.79	88,570.98	88,570.98	0.00
23 5/94	3,824.05	3,303.29	520.76	85,267.69	85,267.69	0.00
24 6/94	3,824.05	3,323.32	500.73	81,944.37	81,944.37	0.00
25 7/94	3,824.05	3,343.35	480.70	78,601.03	78,601.03	0.00
26 8/94	3,824.05	3,363.38	460.67	75,237.65	75,237.65	0.00
27 9/94	3,824.05	3,383.41	440.64	71,854.24	71,854.24	0.00
28 10/94	3,824.05	3,403.44	420.61	68,450.81	68,450.81	0.00
29 11/94	3,824.05	3,423.46	400.59	65,027.34	65,027.34	0.00
30 12/94	3,824.05	3,443.49	380.56	61,583.85	61,583.85	0.00
1994 12/94	45,888.60	40,000.00	5,888.60			

Termination Schedule

Lender: COMMERCIAL EQUIPMENT LEASING COMPANY
 Customer: COUNTY OF SABINE

Per Mo/Yr	Payments			Termination Payment		
	Payment	Principal	Interest	Net Balance	Princ Balance	Accrued Int
31 1/95	3,824.05	3,463.52	360.53	58,120.32	58,120.32	0.00
32 2/95	3,824.05	3,483.55	340.50	54,636.77	54,636.77	0.00
33 3/95	3,824.05	3,503.58	320.47	51,133.19	51,133.19	0.00
34 4/95	3,824.05	3,523.61	300.44	47,609.58	47,609.58	0.00
35 5/95	3,824.05	3,543.64	280.41	44,065.94	44,065.94	0.00
36 6/95	3,824.05	3,563.67	260.38	40,502.27	40,502.27	0.00
37 7/95	3,824.05	3,583.70	240.35	36,918.57	36,918.57	0.00
38 8/95	3,824.05	3,603.73	220.32	33,314.84	33,314.84	0.00
39 9/95	3,824.05	3,623.76	200.29	29,691.08	29,691.08	0.00
40 10/95	3,824.05	3,643.79	180.26	26,047.29	26,047.29	0.00
41 11/95	3,824.05	3,663.82	160.23	22,383.48	22,383.48	0.00
42 12/95	3,824.05	3,683.85	140.20	18,699.64	18,699.64	0.00
1995 12/95	45,888.60	42,884.21	3,004.39			
43 1/96	3,824.05	3,703.87	120.18	14,995.76	14,995.76	0.00
44 2/96	3,824.05	3,723.90	100.15	11,271.86	11,271.86	0.00
45 3/96	3,824.05	3,743.93	80.12	7,527.92	7,527.92	0.00
46 4/96	3,824.05	3,763.96	60.09	3,763.96	3,763.96	0.00
47 5/96	3,824.05	3,783.99	40.06	-20.03	-20.03	0.00
48 6/96	0.00	0.00	0.00	0.00	-20.03	0.00
1996 6/96	19,120.25	18,719.66	400.59			
Totals	183,554.40	160,020.03	23,534.37			

Note: Interest is calculated using the Rule of 78's.

Lessee Initials:

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DELIVERY AND ACCEPTANCE

To: **COMMERCIAL EQUIPMENT LEASING COMPANY**
745 E. Mulberry, Suite 210
San Antonio, Texas 78212

The below listed items of equipment which you leased to us under Lease No. _____ have been delivered and any required installation completed.

EQUIPMENT DESCRIPTION:

- (1) Bomag, Model MPH100R Hydrostatic travel drive, hydrostatic rotor drive, w/automatic powered proportioning engine; recycling rotor w/replaceable end rings and 167 holders w/bullet teeth, and all standard equipment. S/N 85955

Equipment Cost: \$160,000.00

We have inspected the equipment and it fully complies with the terms of the Lease - Purchase Agreement. The equipment is in good condition and repair and we accept it.

We also authorize COMMERCIAL EQUIPMENT LEASING COMPANY to deduct from its payment to the vendor who is providing the equipment covered under the above referenced lease, the amount of the advance rentals due, up to the dollar amount of any deposit we have paid to the vendor.

If we have not paid a deposit to the vendor, or our deposit is less than the advance rentals required by COMMERCIAL EQUIPMENT LEASING COMPANY, we agree to pay the balance of the advance rentals upon acceptance of described leased equipment.

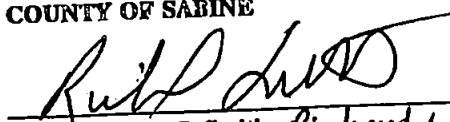
You have made no warranty or representation, express or implied, of merchantability, fitness, design, condition, workmanship, its year of manufacture or otherwise regarding the equipment. You will not be responsible for, any service contracts or other agreements with third parties.

DO NOT SIGN THIS LETTER UNTIL THE EQUIPMENT IS ACTUALLY RECEIVED IN GOOD ORDER AND CONDITION AND INSTALLED. THE VENDOR'S INVOICE WILL NOT BE PAID UNTIL THIS LETTER IS SIGNED AND RETURNED.

THE EQUIPMENT WAS DELIVERED AND ACCEPTED ON: _____, 19__.

LESSEE: COUNTY OF SABINE

By:


~~Royce G. Smith~~ Richard L. Smith

Title:

County Judge

Date:

8 June 92

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Essential Use/Source of Funds Letter
(Must be typed on Letterhead of Lessee)

Gentlemen:

Municipal Lease - Purchase Agreement
Dated 5 June, 19 92

This letter confirms that the equipment described in the above-referenced Municipal Lease - Purchase Agreement ("Lease") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such equipment, which need is not temporary or expected to diminish in the foreseeable future. Such equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such equipment was selected by us to be used as follows:

To crush rock for use as a road base
on county roads.

The estimated useful life of such equipment based upon manufacturer's representations and our projected needs is more

than five years
Our source of funds for payments of rent due under the Lease for the current fiscal year is ad valorem taxes
and special revenue.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: The county will continue to receive special
revenue and to levy ad valorem taxes for the
purpose of building and maintain in county roads.

Very truly yours,

Lessee: Sabine County

By: Richard Smith, County Judge

Date: 8 June 92

OPINION OF COUNSEL LETTER
(Must be typed on Attorney's Letterhead)

Gentlemen:

Municipal Lease - Purchase Agreement dated 5 June 92 ("Lease") between COMMERCIAL EQUIPMENT LEASING COMPANY ("Lessor") and Sabine County ("Lessee").

The undersigned has acted as counsel for the Lessee in connection with the above-described Lease. As counsel, I have examined executed originals of the Lease and the proceedings taken by Lessee to authorize and execute the Lease. Based upon my examination, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the state of Texas and has the power and authority to enter into the Lease and carry out its term.
2. The interest on obligations of Lessee is exempt from Federal Income Tax.
3. 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. All applicable bidding and budgeting requirements have been complied with.
4. The Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the Laws of the State of Texas.
5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best by my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine. I know that person to hold the office set forth below their name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on 30 Sept. 92; the next succeeding fiscal period of Lessee ends on 30 Sept. 93.

Very truly yours,

Counsel of Lessee

By: _____

CERTIFICATION OF RESOLUTIONS

I, Nadine Gary, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the Sabine Co. Commissioners Court, an agency duly organized and existing under the laws of the State of Texas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Sabine Co. Commissioners Court at a meeting duly and regularly held and convened in accordance with applicable law on the 25th day of May, 1992.

NOW THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Commercial Equipment Leasing Company (COMELCO) for a period of 48 months, and be it further

RESOLVED, that an official, Richard Smith, County Judge (Name & Title), of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

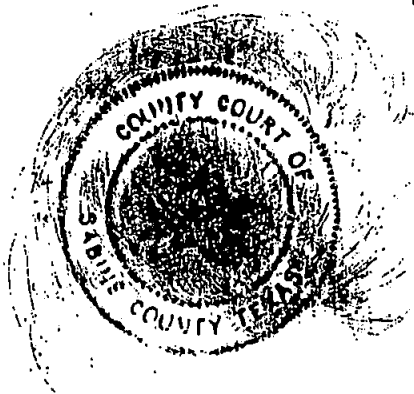
RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue code, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated a "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 8 day of June, 1992.

Lessee:

By: Nadine Gary
(Signature of Secretary/Clerk)

Nadine Gary
(Printed Name)



Rev. 10/91

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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NADINE GARY, COUNTY CLERK
by Louis Clark
DEPUTY

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