

Monday, February 8, 1993, the Sabine County Commissioners' Court met in a regular session at 8:30 A. M., with the following members present:

John L. Hyden	County Judge
Keith Clark	Commissioner, Prct. # 1
Lynn Smith	Commissioner, Prct. # 2
Kenneth White	Commissioner, Prct. # 3
Chester Cox, Sr.	Commissioner, Prct. # 4
Nadine Gary	County Clerk

Meeting called to order by Judge Hyden; Brother Clarence Howell led opening prayer.

Minutes of the last meeting were approved as read.

Monthly reports were accepted as submitted.

#9 - Richard Rudel explained our 1990-1991 audit report. He also gave comments and suggestions for improving our bookkeeping system. "See attached."

Judge Hyden gave report on things being done to meet changes recommended by auditors.

Commissioner Lynn Smith made motion to allow the auditing firm to help with corrections in Treasurer's office on an hourly basis. commissioner Keith Clark seconded, and motion carried. Due to complications with computer system the audit for 1992 cannot be completed until this is done.

#4 - Solid Waste - No action taken at this time.

#10 - County Record Storage - Motion was made by Judge Hyden, seconded by Commissioner Clark, to build a storage area at the new County barn by enclosing the existing porch. This is for permanent records of elected officials. commissioner Cox suggested we use one of the four offices already at the barn for this storage. Judge Hyden withdrew his motion to accept commissioner Cox's offer. All agreed.

#3 - Only one bid was received for County Depository; this was from First State Bank - Hemphill. Lee Dutton, Jr. President, presented their bid. The bank will charge an adjustable rate of National Prime as stated in the Wall Street Journal. The "demand deposits" will earn interest at an adjustable rate which will equal 2% below the prime rate. Motion made by Judge Hyden to accept this 2 year proposal. Commissioner Smith seconded, and motion carried, with all voting for.

#5 - Freddie Moody, County Attorney's secretary informed the Court they have received the update for Criminal Law Litigation Guide. The cost of this is \$607.82. She would like approval of the Commissioners for this update. Judge Hyden made the motion, which was seconded by Commissioner Cox to approve this expenditure. Motion carried. This will be charged to Law Library fund. The balance in Law Library after this expenditure is \$1790.18.

Judge Larry Hyden presented his certificates of continuing education from Texas College of Probate Judges in Dallas and The University of Texas at Austin to be approved as a matter of record. Also Commissioners Keith Clark and Kenneth White presented their certificates of continuing education for 16 hours from The University of Texas at Austin to be accepted as a matter of record. Motion

was made by commissioner Lynn Smith to approve these hours of credit. Commissioner Chester Cox seconded, and motion carried.

Judge Larry Hyden informed the court a Special Election has been called by Governor Richards to elect State Senator. No funds are budgeted for this. Commissioner Cox made the motion to consolidate polling places for this election only to one polling place per commissioner precinct. Commissioner Clark seconded, and motion carried. The voting place in Commissioner Precinct 1 is Hemphill-First Baptist Church, Precinct 2 is Yellowpine - Yellowpine Church, Precinct 3 - Bronson, Fire Hall, and Precinct 4, Milam - Bethany Baptist Church. Early voting will be conducted in the Court house.

Motion was made by Commissioner Clark to rescind all action taken regarding County printing and office supplies. commissioner white seconded, and all voted for.

Judge Hyden then made motion to go out for bids for printing and office supplies. commissioner Clark seconded, and motion carried. Bid opening will be March 22nd.

#15 - Motion made by Judge Hyden: The county will publish notification of bids for fuel/lubricants in local paper. Sealed bids to be submitted to County Clerk no later than March 19, 1993, with final award given March 22, 1993. Commissioner Smith seconded, and all voted for.

Judge Hyden submitted line-item transfer requests for consideration in his budget. Commissioner Smith made motion to approve both requests. Commissioner Clark seconded, and all voted for. "See attached".

7 - Commissioner Clark made motion to postpone bid opening for county barn until next meeting, due to changes made. Commissioner Cox seconded, and motion carried.

#6 - Utilities Crossing paved County roads: No action taken at this time.

Recessed 10 minutes - called back to order at 10:30.

#17 - Sonat-Needmore Peninsula - County Line Road:

Motion made by commissioner Kenneth White, to approve Sonat's letter requesting permission from Sabine county to use County Line Road during the construction of pipeline and to cross the road and County's easement where necessary, and authorize County Judge to sign on behalf of County. Commissioner Lynn Smith seconded, and all voted for. "See attached."

8 - Rosevine Polling Place:

Jerry Pickard, a resident in the Rosevine area, presented a petition of 160 names, requesting the re-establishment of the polling place there. The Rosevine box was consolidated with Bronson in the re-districting. Commissioner Chester Cox acted as Judge pro-tem during this discussion. Commissioner Kenneth White made motion to re-establish Rosevine's box. Motion failed for lack of a second.

#18 - Mr. & Mrs. Don Haney were present concerning a road easement in Piney Point Subdivision in Precinct 4. It was discussed as to this being a County road or public road. Commissioner Cox and County Attorney, Dwight McDaniel explained the road in question is a public road, and has not been County maintained. No action taken at this time, but will be re-submitted at our next meeting.




#19 - Grant - Department of Criminal Justice:


Judge Hyden explained the grant approved earlier in the year was reviewed under current rules and required revision in program/services funded. Revision made and grant application re-submitted. Grant was approved as revised, with no change in dollars. Judge then made motion that grant be approved. Commissioner Cox seconded and motion carried.

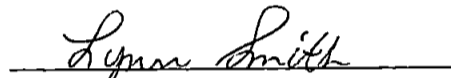
Motion was made by Judge Hyden to approve line-item transfers submitted for the sheriff department by Sheriff Bradberry. Commissioner Chester Cox seconded, and motion carried. These transfers were required to meet funding for Criminal Justice Grant.

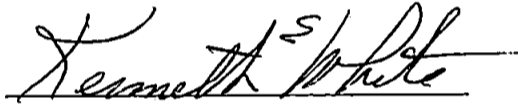
Motion made by Commissioner Smith, to pay bills. Motion carried.

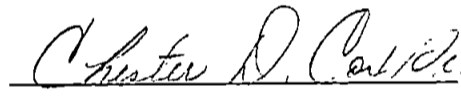
Meeting adjourned.


COUNTY JUDGE

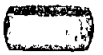

COMMISSIONER, PRCT. # 1


COMMISSIONER, PRCT. # 2


COMMISSIONER, PRCT. # 3


COMMISSIONER, PRCT. # 4


COUNTY CLERK



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Wilbur E. Alexander, CPA
Ted A. Lankford, CPA
Glenda J. Hiers, CPA
Melvin R. Todd, CPA
Richard A. Rudel, CPA
Betty Powell, CPA
Warren Stewart, CPA

AL&H ALEXANDER LANKFORD & HIERS, INC.

Certified Public Accountants, A Professional Corporation

4000 S. Medford Dr.
Lufkin, Texas 75901-7599
(409) 632-7771
FAX (409) 637-2448

September 18, 1992

County Judge and
Members of the Commissioners' Court
Sabine County, Texas
Hemphill, Texas

In planning and performing our audit of the financial statements of Sabine County, Texas (County) as of and for the year ended September 30, 1991, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure. However, we noted certain matters involving the internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. These matters were communicated in our report on the internal control structure in accordance with Government Auditing Standards included in the annual financial report for the year ended September 30, 1991. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgement, could adversely affect the County's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The management of the County is responsible for establishing and maintaining the internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of control procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the degree of compliance with procedures may deteriorate.

Vol W Pg 599

We offer the following comments and suggestions noted during our audit for the year ended September 30, 1991. These items were not considered to be reportable conditions as defined in the first paragraph.

Review Tracking of Fines Outstanding

The County should review the procedures for the tracking of fines outstanding. The fines and the payments are posted to the docket book. In order to improve the tracking of fines outstanding, we recommend that the County consider setting up a manual or computerized subledger for fines outstanding. A control total should be posted individually and in the aggregate. On a monthly basis, the detail fines outstanding should be reconciled with the control total. A similar system should be considered for cash bonds.

Review Financial Reporting

The County should review the adequacy of the County's financial reporting, and should consider revising the monthly financial reporting. The monthly financial statement should include beginning cash, receipts, disbursements and ending cash for each fund.

Compare Checks to Claims Approved

We recommend that the authorized check signers compare the vendor and amount on the check to the claim approved by Commissioners' Court. Payments should not be made for claims not approved by the Court. Presently, the County Treasurer reviews the checks but the second authorized check signer does not compare the checks to the claims approved.

Update W-4 Forms Annually

W-4 forms are not being updated on a regular basis. To ensure that the proper amount is withheld from an employee's pay, we recommend that employees update W-4 forms annually.

Create Personnel Files

Personnel files are not maintained by the County which contain all of the pertinent data for each employee (i.e. W-4 form, job application, pay rate changes, etc.). We recommend that such files be created for each employee so that all relevant information could be maintained in a central location.

Vol W Pg 600



Sabine County, Texas
September 18, 1992
Page 3

Establish Written Policies and Procedures Manual

The County does not have a policies and procedures manual which clearly establishes the duties and responsibilities of administrative and financial personnel. The creation of such a manual would aid in the productivity of the County by decreasing the likelihood of overlapping job functions and would also aid in reducing the difficulties associated with employee turnover.

This report is intended solely for the information and use of management.

We appreciate the courtesy and cooperation extended to us by the staff of Sabine County during the audit engagement. We will be happy to discuss the above comments and suggestions with you at your convenience.

Alexander, Lankford & Hiers, Inc.

ALEXANDER, LANKFORD & HIERS, INC.
Certified Public Accountants

Lufkin, Texas
September 18, 1992

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act [Article 4413(32c) V.T.C.S.] by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and The County of Sabine, hereinafter referred to as the local government having its principal place of business at County Courthouse, P.O. Box 716, Hemphill, Texas 75948

WITNESSETH

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391, Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 25th day of January, 1993 and

WHEREAS, the local government registers its desire to purchase certain governmental administrative functions, goods, or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement; and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and binds the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this agreement cannot be modified without written consent of the parties.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for balance of the fiscal year of the local government which began October 1, 1992 and ends September 30, 1993. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5: SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the H-GAC Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

(Continued on reverse side)

Vol W Pg 602



ARTICLE 5: SCOPE OF SERVICES (continued)

The materials and services shall be procured in accordance with procedures governing competitive bids and competitive proposals by H-GAC, and at the unit prices and administrative fees as indicated in the current H-GAC Order Forms and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6: PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7: CHANGES AND AMENDMENTS

Any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

THIS INSTRUMENT, IN DUPLICATE ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

County of Sabine
Name of Local Government
P. O. Box 716
Mailing Address
Hemphill, Texas 75948
City State ZIP
By: [Signature]
John L. Hyden, County Judge 1-22-93
Typed Name & Title of Signatory Date

HOUSTON-GALVESTON AREA COUNCIL
By: [Signature] Date: 4/4/93
S. Deidre Schueler, Public Services Mgr.
By: [Signature] Date: 2/5/93
[Signature], Executive Director

Printed 5/92

Vol W Pg 103

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. W PAGE 599
NADINE GARY, COUNTY CLERK
by Louise Clark
DEPUTY

Vol W Pg 604

