On Monday, July 11, 1994, the Commissioners' Court of Sabine County met in a regular meeting. The following members were present:

John L. Hyden	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Carolyn White	Commissioner Pct. #3
Chester Cox, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Meeting was called to order by Judge Hyden. Bro. Clarence Howell led the opening prayer.

Agenda item #9- Consideration and Action on an Order Authorizing the Issuance of Sabine County, Tx. Anticipation Notes, Series 1994, Levying a Continuing Ad Valorem Tax, Establishing a Sinking Fund and other Matters Related Thereto-

Tim Merriweather, financial advisor for Sabine County, met with the Court in regards to the private placement memorandum and order approving same. Commissioner Clark made a motion that the order be adopted for issuance of the anticipation notes. Judge Hyden seconded the motion. All voted for. Motion carried. This has to be approved by the Attorney General. The notes are to be in the amount of \$450,000.00. First State Bank, Hemphill and Pineland State Bank have agreed to purchase the bonds. See attached exhibits.

Judge Hyden made the motion that First State Bank be appointed and authorized by the Court as the paying agent registrar for Sabine County anticipation notes 1994. Commissioner Clark seconded. All voted for. Motion carried.

Court recessed at 9:00 A.M.

Court reconvended at 9:55 A.M.

Agenda item #11- Consideration and Declaration Recognizing "Nine Mile Road" as a Public Road-

Mr. Milton Evans and Vicki Rogers met with the Court in regards to the Forest Service involvement in the "Nine Mile Road". Commissioner Cox made the motion to reaffirm any and all prior action taken in Commissioners' Court regarding the "Nine Mile Road" and further affirm Sabine County Commissioners' Court recognizes said road as a County Road. Southern end beginning at the North end of FM 276 preceeding in a Northerly direction to Forest Service road 121A. Sabine County reserves the right to Right of Way not to exceed forty feet in width at any and all points. Judge Hyden seconded. All voted for. Motion carried.

Agenda item #10- Consideration and Approval of Lease Purchase Documents-Rock Grinding Equipment-

Commissioner Smith made the motion to approve the lease purchase agreement with Capital City Leasing Company at 6.06 percent interest for a period of five years and to allow our County Judge to sign in the Courts behalf. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #12- Consider Amending R&B Budget to Authorize Establishing a R&B Special #3-

Judge Hyden made a motion to amend the budget to establish a R&B Special #3 account and that each Commissioners Pct. transfer \$5000.00 from their operating account to the R&B Special #3 account. Commissioner Smith seconded. All voted for. Motion carried.

Agenda #8- Tammy Reeves Consideration of Bids: Tax Foreclosures on Property and Reguired Action-

Mrs. Reeves, Tax Assessor/Collector, recommended that the bid from Wayne Marshburn in the amount of \$2100.00 for lots # 15 through 20, block # 110, City of Bronson be accepted. Commissioner White made the motion to accept the bid from Wayne Marshburn in the amount of \$2100.00 for lots # 15 through 20, Block 110, City of Bronson, tax account #29040-0123-00. Commissioner Cox seconded. After some discussion, Commissioner White withdrew her motion and Commissioner Cox withdrew his second. Judge Hyden made the motion

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that Sabine County give public notice of properties available for sale through biding process to the general public by publishing a listing of such property from time to time as may be required in the Sabine County Reporter and/or other newspapers of general circulation as well as posting in the Sabine County Courthouse. Court recognizes approval from the other governing entities is required prior to final dispensation and that bids will be opened at the appropriate Commissioners' Court meeting following receipt of bids and proper lapse of time. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #2- Approve 911-B Approval of Road names This is to be placed on the July 25th Commissioners' Court agenda. Commissioner Cox informed the Court that the state has okayed the remainder of the \$84,000.00 grant money. Judge Hyden made the motion that Commissioner Cox be authorized by the Court to effect the purchase of a computer for 911 in an amount not to exceed that budgeted in the 911 budget that has been approved. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #5- Thomas Johnson Voting Box-

Commissioner Cox informed the Court that the agreement is in the community to move the voting box to the Thomas Johnson Church of Christ. Judge Hyden stated that the Court needsa letter from the Church authorizing the use of the Church and offering this to the Court. Commissioner Cox stated that they are working on that now.

Agenda #6- Justice Department Approval for New Voting Boxes. Rosevine Vol. Fire Department and Bethel Chapel Church Pct. #9-

Judge Hyden made the motion to recognize the receipt of the letter from Bethel Chapel Baptist Church and signed by Pat Bradberry authorizing their facility to be used as a voting box. Commissioner White seconded. All voted for. Motion carried. See attached exhibits. Also, the County Clerk informed the Court that approval from the Justice Department was received on adding the two new boting boxes and their location. See attached exhibit.

Agenda item #7- Appointment of Mitchell Jeton to MHMR Board-Commissioner White made a motion to retain Mitchell Jeton as board member on MHMR representing Sabine County. Commissioner Cox seconded. All voted for. Motion carried. See attached exhibit.

Agenda item #13- Open RFP's- Integrated Computer System-There will be no discussion except just to note receipt of these bids. First quote is from Capital Graphics.

Second quote is from Court Specialists, Inc.

No action taken at this time.

Agenda item #3- Open Bids - M100 Allis Chalmers Motor Grader-Commissioner Smith made the motion to extend the opening of these bids to the next regular Commissioner Court date which is July 25. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #4- Consider Inter-local Agreement - Newton County Commissioner Smith made the motion to offer Newton County on an inter-local agreement, the opportunity for Newton County to purchase a power screening aggregate separator and to receive the amount of their investment in crushed rock. Commissioner Clark seconded. After discussion, Commissioners Cox and White voted against. Commissioners Smith and Clark voted for. Judge Hyden voted for. Motion carried.

Agenda item #14-John Toner's Report-

Commissioner Smith made the motion to accept the report from County Extension Agent, John Toner. Commissioner Clark seconded. All voted for. Motion carried.

Under General Business-

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Minutes of the June 27, 1994 Commissioners' Court were approved as read. Notice of the Public Hearing for Petition Regarding Gravel hill Road is moved to July 19, 1994 at 9:00 A.M.





Sheriff Bradberry gave his report and there was a discussion about the overcrowding of the jail.

Agenda item #15- Pay Accounts and Salaries

Commissioner Clark made a motion to pay accounts and salaries. Commissioner Smith seconded. All voted for. Motion carried.

Commissioner Clark made a motion to adjourn. Commissioner Smith seconded. Meeting adjourned.

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		SABINE C ACCOUN	OUNTY GENER ITS PAYABLE 07-08-94	AL FUND LEDGER			070894 Page 1
Entry	Date	Description	Account R	Documen	t Stat	Due	Amount
		A-ACCURATE 4 COURT REPORTING SER			, 0 <sub>2</sub> ,	0	240.00
Te	otal						\$240.00
98 0)	7-07-94 7-08-94 otal	BEALL'S F AIR CONDITIONER DRYER FILTER	URNITURE & 6614.4090 6450.5600	44068		-1 0	529.95 7.95
	UCAL						\$537.90
137       07         138       07         139       07         140       07         141       07         142       07         143       07         144       07         145       07         146       07         147       07         148       07         150       07         151       07         152       07         153       07         155       07         156       07         158       07         159       07         160       07	-02-94 -08-94	BROOKSH STYRO CUPS/NAPKINS COFFEE MATE/SUGAR GROCERIES BREAD AND TEA JANITORIAL SUPPLIES GROCERIES JANITORIAL SUPPLIES BREAD AND LUNCH MEAT JANITORIAL SUPPLIES GROCERIES PAPER TOWELS LUNCH MEAT GROCERIES JANITORIAL SUPPLIES BAG OF ICE GROCERIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES GROCERIES JANITORIAL SUPPLIES GROCERIES GROCERIES JANITORIAL SUPPLIES	6542.5600 6542.5600 6313.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6542.5600 6313.5600 6313.5600 6313.5600	296056 290899 291390 291397 290862 290862			8.32 14.23 34.02 4.56 5.31 40.72 37.31 11.75 11.33 10.78 32.59 26.76 4.72 22.43 24.04 50.96 10.81 0.99 19.95 7.98 37.26 10.35 17.46 60.72 39.99 9.74
(BUTP)							
31 07- 32 07- 33 07-	-07-94 -07-94 -07-94	CASE ROLL TOWELS ALL PURPOSE CLEANER HERITAGE CAN LINERS CLAIRE AEROSOLS (12) DISCOUNT	TLER PAPER 6310.4080 6310.4080 6310.4080 6310.4080 6310.4080	06762700 06762700 06762700 06762700 06762700		-1 -1 -1 -1 -1	26.16 56.10 23.39 40.92 -1.47
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		SABINE CO ACCOUN	OUNTY GENER TS PAYABLE 07-08-94	AL FUND LEDGER		070 . Pag		
Ent	ry Date	Description	Account R	Document	Stat Du	10	Amount	
	<b>T</b> . ( )	B	JTLER PAPER	(CONTINUE	D) .			
	Total					, ,	\$145.10 	
(BW) 11 45 125 126	07-07-94 07-07-94 07-08-94	SCREWDRIVER	RDWARE & FU 6310.4030 6106.4350 6450.5600 66450.5600	100-91 0 100-96		-1 -1 0 0	1.45 15.95 3.20 1.60	
•.	Total					یون وی دی اور	\$22.20	
. (CCL 36 119 120	07-07-94 07-08-94 07-08-94	CAPITAL ( PAYMENT COUPON R35 PAYMENT R10 OF 36 PAYMENT R7 OF 36	CITY LEASING 6613.4090 6504.5600 6504.5600	M-553 M307AA		1 0 0	715.33 827.27 877.28	
	Total			, ,	ł :	\$2	,419.88	
( CHC 51 52 53 60 71 72	07-07-94 07-07-94 07-07-94 07-07-94 07-07-94	CHRISTIAN PRINTER RIBBON ADDING MACHING PAPER CASE COMPUTER PAPER 2 BOXES RUBBER BANDS CASE LETTER COPY PAP CASE LEGAL COPY PAP	6310.4970 6310.4990 6310.4030	0 6060 6060 6062	-	1	14.25 7.08 16.50 2.42 49.00 45.00	
( CTS 94 95 96 97	07-08-94 07-08-94 07-08-94	CORLEY'S TE OIL, FILTER & GREASE OIL, FILTER & GREASE TIRE,WASTE FEE,LABOR TIRE,WASTE FEE,LABOR	6335.5600 6335.5600 6451 5600	E STATIO UNIT 65 UNIT 65 UNIT 65 UNIT 66	,	0 0 0 	23.25 22.25 136.88 104.82	
( DET 133 134 135 136	C) 07-08-94 07-08-94 07-08-94	DEEP EAST TI MEMBERSHIP DUES BOARD LUNCHES BOARD LUNCHES BOARD LUNCHES	EXAS COUNCI 6611.4090 6611.4090 6611.4090 6611.4090 6611.4090	JULY 94 APRIL 94			287.20 729.30 18.00 32.00 12.00	
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		ACCOUN	OUNTY GENERA TS PAYABLE L 07-08-94	L FUND EDGER	· .	070894 Page 3.
Entry	Date	Description		Document Sta	t Due	Àmount
DGCW) 34 35	07-08-94		WINSLOW, M. 6543.5600 6543.5600	D.,P.A. 5799 5799	0	45.00 160.23
	Total	,	-3		· · · · -	\$205.23
EDGA ) 88	07-08-94	ED GASOLINE OIL, FILTERS, GREAS	GAR'S CONOCO 6335.5600 6451.5600	JUNE ACT	· · · · · ·	المعربين (مر) بر 88 ي 95 -
	Total Urin	e 164		per an regione de		52.95   ארץרארי   141.90 ( ארץ-
(ESSS) 35	)	FAST SAR	THE SENTOR	SERVICE <sup>lunot</sup>	• •	⊭ π-JJ PlM+%/    +D ) T-DO(34
		UTILITY CONTRIBUTIO	N 6614.4090	0	-1	100.00
	Total			en)e se test	4 ~ 1* · [`]	\$100.00
EUPR )		EU	GENE PROCELL		· · · ·	:
	07-07-94	FLAT	6480.6690	0	-1	2.50
	Total				, , , , , , , , , , , , , , , , , , , ,	\$2.50
FOKE) 70		KEN CHECK AIR CONDITION	NETH L. FOWL 6500.0000	-ER 1602	- <b>1</b>	35.00
	Total					\$35.00
(GALL) B6		TWO RAINCOATS	GALL'S INC. 6543.5600	5880131	۱ ¦. ٥	35.48
	Total				-	\$35.48
(GTEM) 83		G MOBILE PHONE BILL	TE MOBILNET 6420.5600	635~2325	ò	124.13
	Total			· · · · · · · · · · · · · · · · · · ·	- با ۱۰ ۲۰ (۲۰۱۰	\$124.13
(GUNS) 132		10 WIN. RANGER 9MM	GUNSLINGER 6500.5600	0547	0	23010-1010-30 2221-20
	Total					223.30
	_				4 4	\$223.30
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		ACCOUN	OUNTY GENER TS PAYABLE 1 07-08-94			070894 Page 4
Entry	/ Date	Description	Account R	Document S	tat Due	Amount
(HMC) 99 100 101 102 103 104 105	07-08-94 07-08-94 07-08-94 07-08-94 07-08-94 07-08-94 07-08-94	<ul> <li>REPLACE AIR FILTER</li> <li>INSTALL BRAKE PADS</li> <li>TURN ROTORS</li> <li>PARTS</li> <li>STATE INSPECTION</li> <li>LABOR</li> </ul>	6451.5600 6451.5600 6451.5600	55884 55960 55960 55960 55933 55933	0 0 0 0 0 0	15.35 73.50 40.00 173.40 10.50 87.50 222.94
	Total					\$623.19
( INPR 130	8) 07-08-94 Total	INTERN PKG. WARNING LABELS	ATIONAL PRIN 6325.5600	NTERS 40652	°	75.00 - \$75.00
( JDWE 43	) 07-07-94 Total	ĴEł REIMBURSEMENT∕GAS	RRY DAN WEBE 6335.4090		-1	106.18 \$106.18
( JOLK 13 14 15	07-07-94 07-07-94 07-07-94	JÖHNN BRAILLE SIGN (MEN) BRAILLE SIGN (WOMEN) TWO SIGNS	NY'S LOCK & 6450.4080 6450.4080 6450.4080	0 0	-1 -1 -1	28.18 28.18 50.72
	Total					\$107.08
(JTDC 78 79 80 81 82	07-08-94 07-08-94 07-08-94 07-08-94 07-08-94	JASPER TIRE 4 P225/70R15 XP2000 TIRE RECYCLE FEE COMPUTER BALANCE MOUNT/DISMOUNT VALVE STEAM	6451 5600	10679 10679 10679		200.40 8.00 26.00 16.00 6.00
	Total					\$256.40
( KCDR 128 129	07-08-94	K- DOXYCYCLINE/EASLEY SILVADENE/W. HENRY	C DRUGS R2 6543.5600 6543.5600	38557 38738	0 0 	16.40 15.20
						\$31.60
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		ACCOUNT:	UNTY GENERA S PAYABLE L 07-08-94	L FUND EDGER			070894 Page 5
Entry	Date	Description	Account R	Document	Stat	Due	Amount
(KISU 61	·	KIM SUTTON, REGISTRATION FEE	ELECTIONS 6470.4990	DIVISION O		-1	60.00
	Total					<b>.</b>	
							\$60,00
(LOCL 5	•	NAOMI 4 DAYS MEALS @ \$25	LOUISE CLA			i	-
6	07-07-94	3 NIGHTS MOTEL @ \$63	6470.4030 6470.4030	0		-1	100.00
7	07-07-94	610 MILES @ .28 MILE	6470.4030	õ	•	-1 -1	189.00 170.80
	Total		L	,			\$459.80
					· ·	•	Ψ <del>4</del> 57.60
(LSLO		LESLO S	ALES OF HEM	PHILL			
16 17	07-07-94	BOX 942 CEILING TILE		04394		-1	27.78
18	07-07-94		6450.4080	06685		1	67.40
19	07-07-94	GAL RUS KILL	6450.4080	07138		-1	18,99 -
20	07~07-94	RAPID ENTRY	6450.4080	07138		-1	16,99
21	07-07-94	(2) GAL NAMALAC MAG	6450.4080	07138		-1	14.99
22	07-07-94	TWO LIGHT FIXTURES	6450.4080	09013		-1	, <b>37.9</b> 8
23	07-07-94	LOCK SET	6450.4080 6450.4080	09013		-1	109,98
26	07-07-94	REFUND	6450.4080	09013		-1	14.49
27	07-07-94	PAINT THINNER	6450.4080	09278 09276		-1	-37,33
28	07-07-94	1X11X14 PPR2	6450.4080	09276		-1	1.29
29	07-07-94	1X12X8 PPR2	6450.4080	-09276		-1 -1	34.84
107	07-08-94	GAL 1416-30	6450.5600	09120		0	9,95
108	07-08-94	TWO GAL 50-83 SPEED	6450.5600	09120		ŏ	19.99 31.78
109	07-08-94	4 GAL B.S. GRAY	6450.5600	08952		ŏ	63,56
110 111	07-08-94	6 GAL 1416-5	6450.5600	08952		ŏ	119,94
112	07-08-94	4 ROLLS COPER	6450.5600	08952		0	8.72
112	07-08-94	OT. NAMALEC GLOSS BL		08952		O,	5.59
114	07-08-94	8 GAL EXT. GLOSS 4 GAL NAMALAC	6450.5600	08149		0	159,92
115	07-08-94	TWO SCRAP	6450.5600	08149		0	75.96
116	07-08-94	BRUSH & ROLLER COVER	6450.5600	08149		Q	10.38
117	07-08-94	SCRAPPER BLADES	6450.5600 6450.5600	08149		0	31.86
118	07-08-94	PAINT PAN & POLY 3X1	6450.5600	08149 08149		0	7.56 9.11
	Total				,		\$861.72
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(MARI	)	MARRIOT	T AT THE CA	PITO			

(MARI 55	) 07-07-94	3	NIGHTS	MARRIO MOTEL	TT AT THE C 6470.4990	APITOL 81091220
	Total					t i

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Entry	Date	Description	Account R	Document	Stat .[	Due	Amount
(MCII 57		MCI	TELECOMMUNICAT				
57		TELEPHONE BILL	6420.4990	61581547		-1	25.09
	Total						\$25.09
	)		MEMOREX TELEX	<			
127	07-08-94	TELETYPE	6502.5600			۰	55.00
	Total						\$55.00
(MHMR	<u>۱</u>		DETRMHMR				
		COUNTY PLEDGE	6317.4090	0		-1	2,838.00
	Total					-	\$2,838.00
	) 07-07-94	PINT BOTTLE EZ-SE	PITNEY BOWES IN Eal 6612,4090	C. 881804		-1	74.37
	Total						\$74.37
(PRES 87	) 07-08-94 Total	PF	RESCRIPTION CEN ESTS 6543.5600	TER R38		° _	19.75 \$19.75
(RARE		' THE	E RAMBLER/REPOR	TER			
44 106	07-07-94 07-08-94	ADVERTISING 145 WORD LEGAL AD	6455.4090			-1 0	320.30 20.30
	Total			0072		· -	
							\$340.60
( RAWA 46		SIX BAGS OF ICE	RAY WALDROP	•			
47	07-07-94	REPAIR ON CHAINSA		0. 0		-1 -1	6.60 45.43
48 49		CHAINSAW OIL QUART OF OIL	6106.4350 6106.4350	0 0		-1 -1	2.38 1.79
	Total				·	-	\$56.20
(RELI 131		BIC MED PT STICK	RELIABLE PEN 6325.5600	27193100		0	9.53
	Total					-	\$9.53
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				CCOUNTS	JNTY GENERA 5 PAYABLE L 07-08-94			·	070894 Page <sub>.</sub> 7
	Entry	Date	Déscription		Account R	Document	Stat	Due	Amount
	9 10 62	07-07-94 07-07-94 07-07-94 07-07-94	GREEN BINDER DOZEN ERASERS LETTER OPENER WHITE LEGAL PA DOZEN BLACK PE	DS	OFFICE SUP 6310.4030 6310.4030 6310.4030 6310.6650 6310.6650	6576 6576 6576 6575		-1 -1 -1 -1 -1	5.40 1.20 2.65 4.59 8.40
		Total							\$22.24
		07-07-94	SABIN JULY 1994 PRO-	E COUNI RATA	TY APPRAISA 6542.4990		·	-1	. 2,169.75
		Total							\$2,169.75
			S RECEIPT BOOK	COTT -	MERRIMAN, 6310.4970			-1	280.50 \$280.50
	122 123 124	07-08-94 07-08-94 07-08-94		URSED S	1 BRADBERRY 6315.5600 6335.5600 6310.5600 6425.5600	PETTY PETTY PETTY		0 0 0	5.04 39.00 3.34 31.22
		local							\$78.60
	( TARE ) 58 59	07-07-94 07-07-94	4 DAYS MEALS @ 610 MILES @ .2	\$25	MMY REEVES 6470.4990 6470.4990	0 0	•	-1 -1	100.00 170.80
		Total			,				\$270.80
	(TCPJ) 3 4 50	07-07-94 07-07-94 07-07~94	TEXAS REGISTRATION F REGISTRATION F REGISTRATION F	EE	GE OF PROBA 6470.4000 6470.4030 6470.4750	TE JUDGE 0 0 0		-1 -1 -1	200.00 200.00 200.00
		Total							\$600.00
	(TDFU) 12	07-07-94	FLY BAIT	т	.D. FULLER 6310.4080	0		-1	6.98
		Total							\$6.98
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	- ACCOUNT	)UNTY GENERA S PAYABLE L 07-08-94	L FUND EDGER	·	070894 Page 8	
Entry Date	Description	Account R	Document Stat	. Due	Amount	
66         07-07-94           67         07-07-94           68         07-07-94           69         07-07-94           74         07-08-94           75         07-08-94           76         07-08-94	TERRILL P UNLEADED GASOLINE UNLEADED GASOLINE UNLEADED GASOLINE UNLEADED GASOLINE UNLEADED GASOLINE SUPER UNLEADED SUPER UNLEADED SUPER UNLEADED	ETROLEUM CO 6480.6690 6480.6690 6480.6690 6480.6690 6480.6690 6335.4090 6335.5600 6335.5600 6335.5600	28740 28782 28890 28965	$ \begin{array}{c} -1 \\ -1 \\ -1 \\ -1 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0$	9.60 14.49 12.58 13.39 11.80 76.13 432.67 646.00 712.31 \$1,928.97	
(WALM)		T STORE ROL	001		¥1,720.77	
90         07-08-94           91         07-08-94           92         07-08-94           93         07-08-94	CASSETTE VIDEO TAPES CASSETTE VIDEO TAPES STORABE BOX THEME BOOK	6310.5600 6310.5600	-021 6875602 7256537 7256537 7256537		39.85 16.11 12.96 1.67	
Total				i	\$70.59	
39 07-07-94	XERO TWO BLACK DRY INK XEROX LEASE PAYMENT TWO CARTRIDGES	X CORPORATIO 6500.4090 6500.4090 6500.4090	DN 15289443 56401795 15285342	-1 -1 -1	198.00 182.43 558.00	
Total				;	\$938.43	
	Total of Ledger				\$18,741.82	
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SIGN HERÉ FOR PAYMENT APPHOVAL John L. Hyden County Judge

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SIGN HERE FOR PAYMENT APPROVAL Kuit C.C. tu

Keith C. Clark Precinct 1 Commissioner

SIGN HERE FOR PAYMENT APPROVAL arale 0 05

Carolyn White Precinct 3 Commissioner

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

SIGN HERE FOR PAYMENT APPROVAL Zip Smith

Lynn Smith Precinct 2 Commissioner

SIGN BERE FOR PAYMENT ABPROVAL k.

Chester D. Cox Sr. Precinct 4 Commissioner

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT ON JULY 11, 1994.

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	ACCOUNT	ÚNTY ROAD & S PAYABLE L 07-08-94	& BRIDGE EDGER		070894 Page 1	
	Description	Account R	Document Stat	Due	Amount	
(3WAY) 35 07-08-94 36 07-08-94 37 07-08-94 38 07-08-94 39 07-08-94 40 07-08-94	GASOLINE GASOLINE GASOLINE QUART OF OIL GASOLINE	E WAY STAT) 6335.6030 6335.6030 6335.6030 6340.6030 6335.6030 6335.6030	FEB 94 MARCH 94 APRIL 94 APRIL 94	0 0 0 0 0	37.49 147.88 197.20 2.19 156.86 186.13	*.
Total				     .	\$727.75	
· 28 07-08-94 29 07-08-94	BIO 42 CYDS ROAD BASE 213 CYDS ROAD BASE 241 CYDS ROAD BASE 48 CYDS ROAD BASE	G "4", INC. 6373.6030 6373.6030 6373.6030 6373.6030 6373.6040		0 0 0	242.00 1,225.00 1,386.00 276.00	
Total					\$3,129.00	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	12"X20' CORR CULVERT 1LB 3/4 GALV. STAPLE 12"X20' CORR CULVERT WEED SLINGER 5LB 6" LANDSCAPE TIM SAUCHO BARB WIRE 6 1/2 HEAVY T POST LARGE LANDSCAPE TIMB NEO WASHER SCREW	6657.6030 6370.6030 6657.6030 6657.6030 6657.6030 6657.6030 6657.6030 6657.6030	ENTER 246385 246973 247461 248021 247553 249771 249874 249874 249874 250000 250163	000000000000000000000000000000000000000	115.00 0.99 115.00 10.49 5.71 23.00 18.90 17.52 5.95 39.75 115.00	
Total		,			\$467.31	
(BKFI) 16 07-08-94 M		KYLE FINL		۴		
16 07-08-94 ⊦ Total	IAIL BOX	6657.6010	0	0 ;	6.99	
(BWHF)	B & W HARD	WARE & FURI	NITURE		\$6.99	
Total	HAINSAW FILE 1/4"	6657.6010	100-92	0	2.25	
10041		,			\$2.25	
				1		
		Vol	/ <u>P0</u>			
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		SABINE CO ACCOUN	OUNTY ROAD & TS PAYABLE L 07-08-94	A BRIDGE EDGER		070894 Page 2	
Intry	Date	Description	Account R	Dooumont			
CANE)		c		Document	Stat Due	Amount	
		OPERATING SUPPLIES	6657.6040	R38	0	40.40	
Т	otal	•				\$40.40	
CCLI)		CAD TT -					
Ō	7-08-94		ITY LEASING 6653,6010	M401AC		1 044	
-		PAYMENT R12 OF 60	6653.6040	M309AD	- <sup>·</sup> õ	1,841.88 1,413.55	
I	otal			· ·		\$3,255.43	
TMS)		EAST TE	XAS MILL SU		;		
30	7-08-94	HEX HEAD BOLT & MUT	6015 1000		0	: 12.51	· ·
•	/ 00 /4	PARTS FILTER & SHOP TOWEL	6967 /000		0	19.26 115.59	· .
, v	7-08-94 7-08-94	SIUD, NUL SHAL FLUTD	6657.6030	30687	· 0	17.56	
з ŏ	7-08-94	TWO NUTS	6657.6030. 6657.6030	30693	0	37.95 9.10 🔅	ş., (;
	7-08-94	BATTERIES GEAR OIL-5 GALLON	6357.6030	30750	0 0	1.20 63.00	
0	7-08-94	GEAR OIL-5 GALLON GEAR OIL-5 GALLON	6340.6030 6340.6030	31030	0	15.97 15.97	
s 0.	/-08-94	NUT, WASHER ROD	6657.6030 6657.6030	31030	0	15.97	
5 0	7-08-94	NPA PRO FILE 7/32 LEATHER WORK GLOVES	6657.6030	31114	. 0	3.54 1.25	
	otal				0	5.00	
						\$333.87	
т <u>ох)</u> о7	7-08-94 1	ETOX, RENTAL INVOICE	INC. OF JASE	ER			
	otal		6657.601 <sup>0</sup>	06940229	·0	4.25	
	-			•	1	\$4.25	
EOB) 07		GEO, F	D. BANE, INC		1		
		TUBE ASSORTMENT	6355.6030	C77487	.0	55.19	
To	otal	•				\$55.19	
1WS)		G-M LIATE	ER SUPPLY CO		2		
2 07	-08-94 h	ATER BILL	6440.6020	кР. 1262	0	17.59	
To	tal				-		
						\$17.59	
			Va	v k	Pg 205		
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SABINE COUNTY ROAD & BRIDGE ACCOUNTS PAYABLE LEDGER 07-08-94

07089	94
Page	з

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			07-08-94				
Entry	/ Date	Description	Account R	Document	Stat	Due	Amount
(GWSC	.)					<i></i>	- 
22		RENTAL INVOICE	ELDING SUPPI				
72	07-08-94	FINANCE CHARGE	6657.6020			0	8.00
73	07-08-94	RENTAL INVOICE	6657.6030			0	0.75
74	07-08-94	RENTAL INVUICE	6657.6030			0	8.00
/ 4	07-08-94	RENTAL INVOICE	6657.6030	118711		0	4.00
	Total						
	TOLAT						\$20.75
(HGBY	· `	•	•				1. S.
9		H. G.	. BYLEY & SC	DNS			
24	07-08-94	318 YARDS BACK RUN		7895		0	1,908.00
	07-08-94	388 YARDS BACK RUN	6373.6020	7894		ō	2,328.00
101	07-08-94	159 YARDS BACK RUN	6373.6040	7901		ō	954.00
	<b>.</b>					-	
•	Total						\$5,190.00
(11070					,		
(HPTS		HEMPH	ILL TIRE ST	ORE			
12	07-08-94	FLAT	6366.6010	0040056		0	16.00
30	07-08-94	FLAT	6365.6030	0040012		ŏ	
31	07-08-94	SERVICE CALL	6366.6030	0040109		ŏ	15.00
32	07-08-94	FLAT	6366.6030	0040109		ŏ	30.00
33	07-08-94	1300/24 TUBE	6366 6030	0040109		-	25.00
34	07-08-94	SERVICE CALL & FLAT	6366.6030			0	24.20
84	07-08-94	FLAT	6365.6040	0040201		0	35.00
85 <sup>°</sup>	07-08-94	900/20 R TUBE		0039991		0	15.00
86	07-08-94	750R16 TUBE	6365.6040	0039991		0	13.40
87	07-08-94	TUBE 750-16	6365.6040			0	10.95
		1002 / 30 18	6365.6040	0040104		o	7.95
	Total					-	
	····			•			\$192.50
(LESH)	)						.0
		5 PAIR OF GLOVES	ALES OF HEMI				
4	07-08-94		6657.6010	05712		0	7.25
	07-09-04	CARTON 8" SPIKES	6375.6010	05756		0	34.69
6	07-08-94	ONE BOX 8" SPIKES	6375.6010	05906		Ō	34.69
7	07-08-94	12X20 CULVERT	6370 6010	07754		ō	105.85
	07-08-94	THREE 12X20 CULVERTS	6370.6010	07842		ŏ	297.00
0	07-08-94	15X24 CULVERT	6370.6010	08085		ŏ	
68	07-08-94	40 8" SPIKES	6657.6030	07520		ŏ	159.97
69	07-08-94	CARTON 8" SPIKES	6657.6030	07730		õ	· 7.20
70	07-08-94	ONE PRUNER	6657 6030	07730		õ	34.69
92	07-08-94	NUTS, BOLTS, WASHERS	6657.6040	08214		ő	16.19
93	0/-08-94	ROLL DUCT TAPE	6657.6040	08516			16.32
94	07-08-94	40 AMP BREAKER	6657 6040	08648		0	2.29
				00040		0	29.95
	Total					-	
							\$746.09

206 Vol Pg



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			SABINE ACCOU	COUNTY ROAD & NTS PAYABLE L 07-08-94	BRIDGE EDGER	1	070894 Page 4	
	Entry	Date	Description	Account R	Document	Stat Due	Amount	
	(NAPH		NAPA AU	TO PARTS - HE	MPHTU	and the second sec		
	10 11	07-08-94	MUFFLER	6355.6010	065440	0	5.69	
	23	07-08-94	OIL AND OIL FILTER FIVE FUSES		065689	ō	15.35	
	95	07-08-94	BRAKE FLUID	6355,6020 6657,6040	065483	0	2.45	
	96	07-08-94	SOCKET AND TAPE	6657,6040	065154 065352	0	13.77	
	97	07-08-94	SHOP-TOW	6657.6040	065790	0	3.08	
	98 99	07-08-94	FORMAGSK TERMINAL	6657.6040	065793	ŏ	22.30 3.49	
		07-08-94	IERMINAL ,	6657.6040	066134	· 0	22.05	•
		Total						
							\$88.18	
	(PWTI	`				•		
	88		PINEY WOOD TWO WR HOSE	DS TRACTOR &				
ł	89	07-08-94	FERRULE	6356.6040	IV51257	0	3.68	•
	90	07-08-94	STEMS	6356,6040 6356,6040	IV51257	0	2.26	۰.
	91	07-08-94	ADAPTER	6356.6040	IV51257 IV51257	0	3,35	
		<b>.</b>			1,01,207	° .	1,24	
		Total				1 -	\$10.53	
						. ;	+10,00	
	(TPCI		TEF	RRILL PETROLE	м	, , , , , , , , , , , , , , , , , , ,		
	26	07-08-94	DIESEL	6336.6020	28783	0		:•
	66	07-08-94	DIESEL FUEL	6336,6030	28747	0	725.13 369.35	
	67 75	07-08-94	DIESEL FUEL Rondo 68	6336,6030	28924	ŏ	978.35	
	76	07-08-94	UNLEADED GASOLINE	6342.6040	28752	ō	35.50	
	77	07-08-94	DIESEL FUEL	6335.6040	28842	0	48.02	
	78	07-08-94	UNLEADED GASOLINE	6336.6040 6335.6040	28855 28932	0	20.07	
	79	07-08-94	TEXACO TPH	6342.6040	28932	0 0	44.20	• •
	80 81	07-08-94	UNLEADED GASOLINE	6335.6040	29007	0	49.00 41.12	
	01	07-08-94	DIESEL FUEL	6336.6040	28846	õ	348.75	
		Total				<b></b>		÷ •,
					,		\$2,659.49	•
	(					-		• •
	(TRUE) 15		WESTERN	AUTO ASSOCIAT	STORE	- I (		
	15	07-08-94	WHEEL AND TUBE	/	<b>R</b> 7	0	11.95	•
		Total				· -		1
						Ι.	\$11.95	. • •. •
	1					1		
	(TURF) 14		TURF	& TREE EQUIPM	1ÉNT			2.00
	<u>-</u>	V/-V8-94	20X2.125 TP TIRE	6366.6010	09082	0	10.92	
		Total						
							\$10.92	

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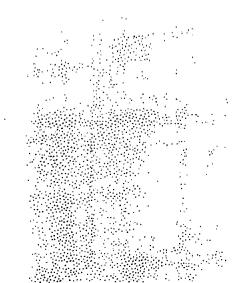
. ۰.. SABINE COUNTY ROAD & BRIDGE 070894 . ACCOUNTS PAYABLE LEDGER 07-08-94 Page 5 ٠. Account R Document Stat Due Entry Date Description Amount . (WALM) WAL-MART STORE R214 07-08-94 THREE GALLON SPRAYER 6657.6020 07-08-94 W/D SHOP VAC 6657.6020 17 18 6875603 0 21.96 6875706 0 89.83 6657.6020 6657.6020 07-08-94 MULCH BLADE 19 8093927 0 4.97 20 07-08-94 THROTTLE 8093927 0 4.46 21 07-08-94 BATH TISSUE 6657.6020 8093927 0 3.28 Total \$124.50 Total of Ledger \$17,094.94 -----SIGN HERE FOR PAYMENT APPROVAL SIGN MERE FOR TAYMENT APPROVAL Janice McDan Jelew (1) hyde John L. Hyden County Judge Janice McDaniel County Clerk SIGN HERE FOR PAYMENT APPROVAL SIGN HERE FOR PAYMENT APPROVAL Kuith C.C Lyp Keith C. Clark Precinct 1 Commissioner Lynn Smith Precinct 2 Commissioner SIGN HERE FOR PAYMENT APPROVAL SIGN THERE FOR PAYMENT APPROVAL araly allete hesting N. Calta ter for Chester D. Cox Sr. Carolyn White Precinct 4 Commissioner Precinct 3 Commissioner

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APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JULY 11, 1994.

208 Vol Pg



÷. . . ..... والأمر والمتحد والأمراك 1 - -SABINE CO.NEW CRIMINAL JUSTICE ACCOUNTS PAYABLE LEDGER 07-08-94 070894 Page 1 Entry Date Description Account & Document Stat Due Amount (RACH) RACH VETERINARY CLINIC 07-08-94 BATH AND DIP/CHICO 668.6105 114 1 668.6105 114-25 668.6105 114-25 668.6105 276-27 668.6105 0 07-08-94 DOG FOOD & SUPPLIES 07-08-94 BATH AND DIP/CHICO 0 10.00 2 0 58.35 з 0 07-08-94 EXAMINATION/CHICO 10.00 4 ٥ 23.50 \_\_\_\_ Total \$101.85 -Total of Ledger \$101.85 \_\_\_\_\_\_ SIGN HERE FOR PARMENT APPROVAL SIGN HERE FOR PAYMENT APPROVAL anice Mc Daniel John L Hyden County Judge Janice McDániel County Clerk SIGN HERE FOR PAYMENT APPROVAL SIGN HERE FOR PAYMENT APPROVAL Korth C. Clark Smith -Keith C. Clark Precinct 1 Commissioner nter tits a . Lynn Smith SIGN HERE FOR PAYMENT APPROVAL SIGN HERE FOR PAYMENT APPROVAL Carolyn White Chester D. Cox Sr. Precinct 4 Commissioner Precinct 3 Commissioner 1 APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT ON JULY 11, 1994. a mana and a second . THE STATE OF TELAS COUNTY OF SABIRE I REPLATIFY THAT THESE DOCUMENTS VERE FILED AND DULY RECOUDED IN THE COMMISSIONERS COURT MINUTES OF SABIRE COUNTY, TELAS. Jandce Dellaniel. County Clerk ¥:F 15 - 1° - 1°

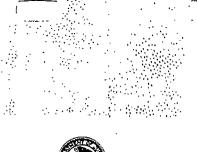
· .				
	COUNTY R & B SPECIAL UNTS PAYABLE LEDGER 07~08-94		070894 Page 1	
Entry Date Description		: Stat _Due	Amount	
(ETMS) EAST 2 07-07-94 3/8"CHAIN-SELF CO 3 07-07-94 3/8 CLEVIS GRAB H Total	TEXAS MILL SUPPLY LOR 605.6355 31010 OOK 605.6355 31010	-1 -1	14.70 6.38 \$21.08	
(HPTS) HE 8 07-07-94 FLAT 9 07-07-94 FLAT & SERVICE CA Total	MPHILL TIRE STORE 605.6365 0039994 LL 605.6365 0040203	-1 -1	20.00 50.00 \$70.00	
(HWEC) HI 5 07-07-94 G3WD FILTER KIT 6 07-07-94 BELT 7 07-07-94 FREIGHT Total	-WAY EQUIPMENT CO 605.6355 99057 605.6355 99057 605.6355 99057	-1 -1 -1	77.43 25.68 4.17 \$107.28	
4 07-07-94 HOSE AND HOSE END Total		-1	123.97 \$123.97	
(TPCI) TERRIL 1 07-07-94 HYDRAULIC OIL Total	L PETROLEUM CO. INC. 605.6336 29071	-1	165.00 \$165.00	
Total of Ledger	. ·		\$487.33	
	<b>T</b> O <b>N</b>	Pa a	<u>10</u>	
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John L. Hyden County Judge	SIGN-HERE FOR PAYMENT APPROVAL		
	Janice McDaniel County Clerk	· ·	
SIGN HERE FOR PAYMENT APPROMAL	SIGN HERE FOR PAYMENT APPROVAL		
Keith C. Clark Precinct 1 Commissioner	Lynn Smith Precinct 2 Commissioner		
SIGN HERE FOR PAYMENT APPROVAL	SIGN HERE FOR PAYMENT APPROVAL		
Carolyn White Precinct 3 Commissioner	Chester D. Cox Sr. Precinct 4 Commissioner	· · · ·	
PPROVED FOR PAYMENT, BY SABINE COUNTY COM	MISSIONERS COURT ON JULY 11, 1994		
	· · · · · · · · · · · · · · · · · · ·		
	**************************************		
THE STATE OF TELAS COUNTY OF SAGINE I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABIRE COUNTY, TELAS.			
(	Clerk		
	Val Pg2//		
(multiulestan)			

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DLP:DLK:EDW:lrj DJ 166-012-3 94-1999

U.S. Department of Justice

Civil Rights Division

Voting Section P.O. Box 66128 Bushington, D.C. 20035-6128

June 24, 1994

Ms. Janice McDaniel Sabine County Clerk P. O. Drawer 580 Hemphill, Texas 75948-0580

Dear Ms. McDaniel:

This refers to the creation of two additional voting precincts and the establishment of polling places therefor in Sabine County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973c. We received your submission on April 28, 1994; supplemental information was received on June 9, 1994.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.41).

Sincerely,

Deval L. Patrick Assistant Attorney General Civil Rights Division

By: Jen Veller J.

Steven H. Rosenbaum Chief, Voting Section

Court, Sabine County BY. DEPUTY

FILED FOR RECORD AT/0:25 O'CLOCK A.M.

UL 0 5 1994

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

DEPUTY

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Jarice McDaniel County Clerk

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212 Pa ٧d

ADM 2, 6 Reprint — 2-81

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled \_\_\_\_\_892

D-843

6/6-8/94 -	Activities since last report	
	Horsemanship Clinic. 33 participated, 54 adults, agent assisted with program and demonstrations.	
6/11/94-	6/8- Leaders meeting, 14 attended, discussed rules and playday changes Sabine County 4-H series playday, 56 part.	3
6/11/94-	Sabine County Vegetable show, program on insect and disease control Dr. James Robinson, Dr. George Philley presented programs. 14 attended.	
6/16/94-	Poultry growers meeting, 54 artended discoursed and	
6/17-18/94	industry in County and prospective growers. -District Horse show, 8 county participants.	
6/22/94	Continuing Education program, Braddus, 16 participants, presented	
	Weed control in fruit orchard and external parasite control in the cow herd,	
6/15-22-29	THE PART PLACTICE SPESSIONS AN DESCRIPTION AND THE	
5/29/94-	THE FOR CARE AND A CAR	
	in District ands State Horse show. One county member going to state	
radio pro	OFTAMS 4 Deve articles 162 / W	

<u>4</u> radio programs. <u>4</u> news articles, <u>163</u> 4-H news letters, <u>214</u> Horticulture Newsle <u>97</u> Beef & Forage newsletters. <u>47</u> phone calls, <u>32</u> office visits, <u>18</u> farm visits.

7/2/94- County Canning Show 7/6/94- Gold Star Banquet planning meeting Nacogdoches 7/9/94- Herd Health Clinic 7/16/94 Series Playday 7/21/94-Record Book Judging (District) Longview 7/29/94 Forage Tour

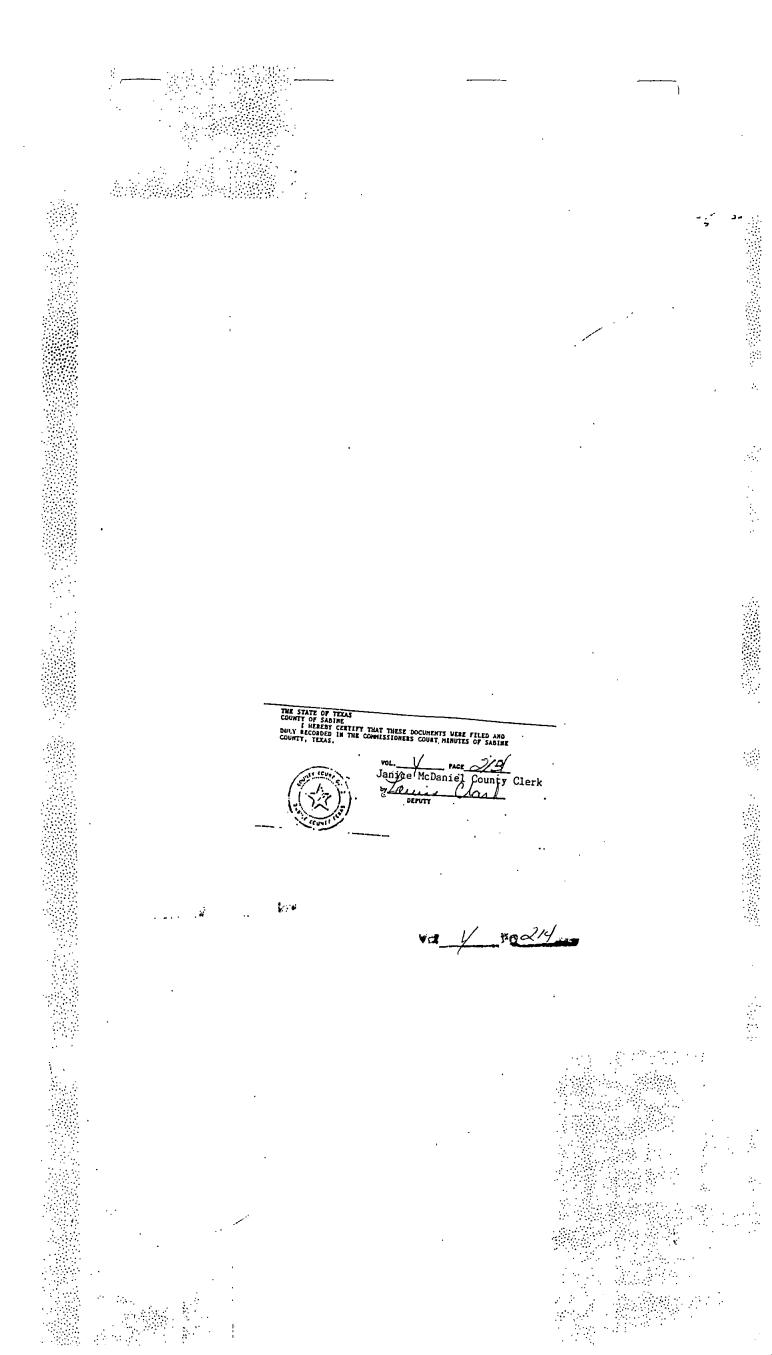
Major plans for next month

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Date (Month-Year)



# TEXAS AGRICULTURAL EXTENSION SERVICE The Texas A&M University System MONTHLY SCHEDULE OF TRAVEL

	Sabine Month June			, <u>19 94</u>
Date	Scope and description of official travel	Miles traveled	No. an	d amount
6/6	Horsemanship clipic		Meals	Lodging
6/7	Horsemanship clinic	22	-	
	Horsemanship clinic	36		
6/8	norsemanship clinic	28		
6/9	F. Priest tomato /garden prob.	26		
6/9	Jimmy Welsh forage demonstration			
6/11	County Vegerable chem	28	·	
6/13		22	-+	<u></u>
6/14	Jimmy Welsh forage demonstration	28		
	Jay Chance hay meadow	5		
5/15	Horse club practice	22		
/17	District Horse show Lufkin			
/18	District Horse Show	124	12.00	
/20	Watson garden fruit tree problem	124	12.00	—
	J.C. Wall ahy meadow	4	╞──┼	
	f. White poultry meting	14	┫━━━┫┥	
		. 19	<u> </u>	
	Poultry growers meeting District Leaders meeting Macaada	22		
	District Leaders meeting Nacogdoches Pesticide continuing Education training Braddus	124 70	7.00	
/22 1	orse club practice	22		
/23 ]	onny Williams garden			
28 M	rs Paul Ford blueberry analy	28		
		24		
	orse club leaders meeting ob Jenkins lawn, trees and garden	20		

Other expenses in field (list)

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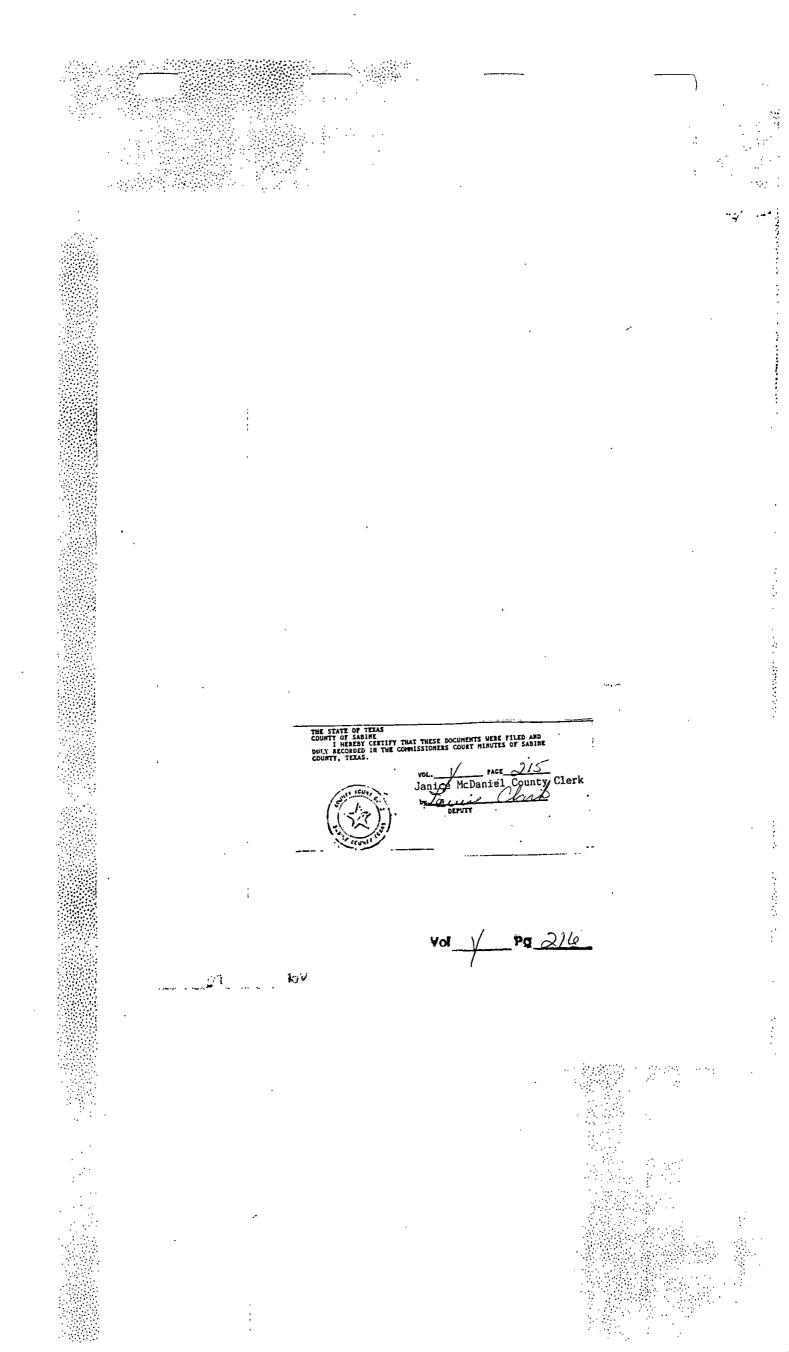
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Wall Parales under the portunation of my official

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D-360



June 15, 1994

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#### ROSEVINE V. F. D.

To The Commissioner's Court:

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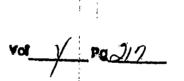
We the Members of the Rosevine Volunteer Fire Department give the Commissioner's Court approval to hold county and state elections in our facility located at the intersection of Hwy 103 and FM 1592. This was voted on, approved and recorded in the monthly stated meeting, June 14, 1994 at 7:00 p.m.

Pi den/ Jerry Presi

Cyndi Pickard Secretary

OF TEXAS SABINE BEBY CERTIN BOED IN TH TH THAT THESE DOCUMENTS WERE FILL DIMISSIONERS COURT MINUTES OF Clerk nn

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#### BETHEL CHAPEL BAPTIST CHURCH P.O. BOX 450 PINELAND, TEXAS 75968

June 8, 1994

#### TO THE COMMISSIONERS COURT OF SABINE COUNTY

Subject: Voting Boxes

The members of Bethel Chapel Baptist Church voted by unanimous vote to let the fellowship hall of our church be used for a voting location for the people of our community.

This decision was reached in response to a request by commissioner Carolyn White.

Thank You,

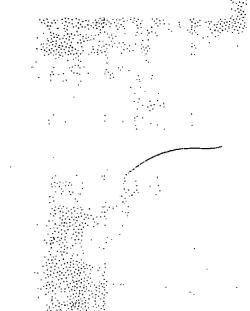
Pat Bradberry- Clerk Ben Gibbs- Pastor

Voling Precinct #9 54 bine County

STATE OF TERAS TTY OF SABINE 1 HEREBY CERTIFY DULY Clerk Ic Dan: ň

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Pa 218 Vol





Working Together To-Improve Lives

Deep East Texas Regional Mental Health Mental Retardation Services

June 29, 1994

Honorable John L. Hyden County Judge, Sabine County P.O. Box 716 75948 Hemphill, Texas

Dear Judge Hyden:

As you know, Mitchell Jetton has served as a member of our Board of Trustees representing Sabine County since 1990. Mr. Jetton is extremely valuable to us and has been one of the major reasons that MHMR has developed into a successful program over the past years. He has represented Sabine County very well and has been a true leader.

Mr. Jetton's present term expires August 31, 1994. I would appreciate your having the Commissioners Court consider reappointing him to our Board for another two-year term before the end of August. Our auditors require that we have a copy of the Minutes of the meeting reflecting this action. 3

If you have any questions concerning this matter, please feel free to call me at your convenience. Mr. Je How Attimmed by MAjor: Ly Voke of the Court 1

Sincerely,

Jelee I as Poo Allen Sturrock, Chairman

MHMR Board of Trustees

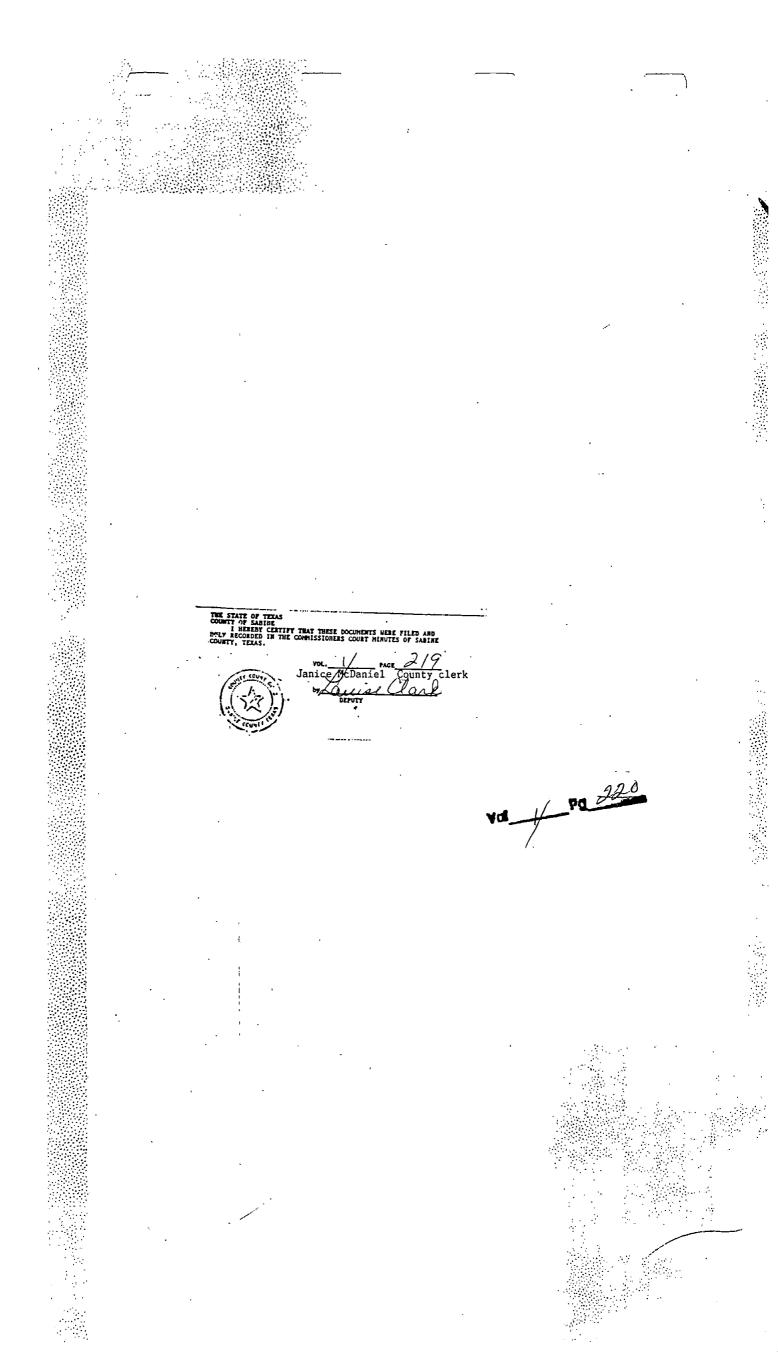
Susan Ludlam Rushing Chief Executive Officer

AS/SR:sv

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cc: Mitchell Jetton

4101 South Medford Drive, Lufkin, Texas 75901-5699 Phone 409/639-1141 • Fax 409/634-8601



# ORDER AUTHORIZING THE ISSUANCE OF ANTICIPATION NOTES AND MATTERS RELATED THERETO

WHEREAS, Sabine County has outgrown the space in the County Courthouse to conduct various operations of several departments; and

WHEREAS, Sabine County needs to renovate and equip its existing courthouse; and

WHEREAS, Sabine County needs to acquire, renovate and equip a building to be used as a courthouse annex; and

WHEREAS, Sabine County needs to renovate and expand its county jail; and

WHEREAS, Sabine County needs to acquire an additional road grader; and

WHEREAS, the Commissioners Court has determined to purchase a building located in Hemphill, Texas to be used as a courthouse annex and to make the necessary renovations to the courthouse and courthouse and to equip the courthouse and courthouse annex;

WHEREAS, the Commissioners Court has determined that \$125,000 will be necessary to expand, renovate and equip the county jail;

WHEREAS, the Commissioners Court finds that the acquisition of a road grader is necessary and that the cost of the road grader will be \$90,000; and

WHEREAS, the Commissioners Court has restricted the total costs of issuance to \$10,000; and

WHEREAS, Article 717w, Vernon's Texas Civil Statutes (the "Act"), authorizes counties to issue anticipation notes the proceeds of which may be used to (1) pay a contractual obligation incurred or to be incurred for the construction of any public work; (2) pay a contractual obligation incurred or to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for an issuer's authorized needs; (3) pay a contractual obligation incurred or to be incurred for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, mapmakers, auditors, financial advisors, and fiscal agents; (4) pay operating expenses or current expenses; or (5) fund the issuer's cumulative cash flow deficit; and

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WHEREAS, the County Judge as the Budget Officer of the County has recommended that the Commissioners Court issue anticipation notes in connection with (1) the acquisition, renovation and equipping of a building for a county courthouse annex, (2) the renovation, expansion and equipping of the county jail, (3) the acquisition of a road grader and (4) costs of issuance; and

WHEREAS, the Commissioners Court previously adopted two separate declarations of intent to reimburse the County's general fund for certain expenditures from the proceeds of the Notes to be used \$25,000 for renovation of the restrooms in the courthouse and \$150,000 for the purchase of the building to be used for the courthouse annex and for renovating and equipping the courthouse and courthouse annex, and has expended \$175,000 for those purposes; and

WHEREAS, the Commissioners Court intends to use \$175,000 of the proceeds from the sale of Notes to reimburse its general fund for the purchase of the building, the initial renovation work on the courthouse and courthouse annex; and

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WHEREAS, on the 11th day of July, 1994, the Commissioners Court of Sabine County, Texas, convened at 8:30 a.m. and considered passage of an Order authorizing the issuance of said anticipation notes; and

WHEREAS, the Commissioners Court has determined that the anticipation notes should be sold for cash in accordance with the provisions of Tex. Rev. CIV. STAT. ANN. art. 717w, § 8; and

WHEREAS, this Commissioners Court hereby finds and determines that anticipation notes in the par amount of \$450,000 should be issued at this time; and

WHEREAS, the Commissioners Court of Sabine County, Texas (the "Issuer") desires to issue notes under the Act the proceeds of which are to be used for the purposes described below;

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF SABINE COUNTY, TEXAS THAT:

Section 1.01. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Commissioners Court" means the Commissioners Court of the County.

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"Construction Fund" means the construction fund established by Section 8 of this Order.

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"County" means Sabine County, Texas.

"Initial Notes" means the initial notes described in Section 17 of this Order.

"Initial Purchasers" means the First State Bank, Hemphill, Texas and the Pineland State Bank, Pineland, Texas, the initial purchasers of the Notes described in Sections 4 and 6 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 7 of this Order.

"Interest Payment Date" means the date or dates upon which interest on each Note is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1 of each year, commencing March 1, 1995.

"Note" or "Notes" means the Notes authorized to be issued by Section 2 of this Order and designated as "Sabine County, Texas Anticipation Notes, Series 1994," in the aggregate principal amount of \$450,000, and includes all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant to this Order.

"Paying Agent/Registrar" means initially First State Bank, Hemphill, Texas, or any successor thereto as provided in this Order.

"Record Date" means the close of business on the fifteenth (15th) day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 5 of this Order.

"Registered Owner" means the person who is the registered owner of a Note or Notes, as shown in the Register.

Section 2. AUTHORIZATION, AMOUNT AND PURPOSE OF NOTES. The Issuer's Anticipation Notes (the "Notes") are hereby authorized to be issued in the aggregate principal amount of \$450,000 for the purpose of paying contractual obligations incurred (i) in the acquisition of a building to be used for a county courthouse annex; (ii) in the construction of a public work, the renovation and equipping of the building to be used as a county courthouse annex; (iii) in the construction of a public work, the renovation and equipping of the building to be used as a county courthouse annex; (iii) in the construction of a public work, the renovation and equipping of the county courthouse; (iv) in the construction of a public work, the expansion, renovation and equipping of the county

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jail; for the acquisition of a road grader; and (iv) professional services related to the issuance of the Notes and the renovation of the courthouse, courthouse annex and county jail.

Section 3. DESIGNATION. The Notes shall be designated as the "Sabine County, Texas Anticipation Notes, Series 1994."

Section 4. DATE, DENOMINATIONS, NUMBERS, MATURITIES, OPTIONAL REDEMPTION AND INTEREST RATES OF NOTES. (a) <u>Dates</u>, <u>Denominations</u>, <u>Maturities and Interest Rates</u>. There shall be issued, sold, and delivered registered Notes, without interest coupons, dated as of July 15, 1994, in the respective denominations and principal amounts hereinafter stated, numbered separately from R-1 upward, payable to the respective Registered Owners thereof, except the Initial Notes which shall be numbered I-1 and I-2 and registered in the name of the initial Purchasers (as designated in Section 17 hereof), or to the registered assignee or assignees of said Notes or any portion or portions thereof (in each case, the "Registered Owner"), and the Notes shall mature serially and be payable on March 1 in each of the years and in the respective amounts as set forth below and the Notes shall bear interest from the date to the delivery to the Initial Purchasers to their respective dates of maturity at the following rates per annum based upon a 360-day year of 12 thirty-day months:

Maturity Date	Principal Amounts	Interest Rates
1995 1996 1997 1998 1999 2000 2001	\$55,000 60,000 65,000 65,000 70,000 75,000	4.60% 4.85% 5.10% 5.30% 5.50% 5.60% 5.70%
	.5,000	ມຸ./ປາເ

## (b) Optional Redemption.

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, 19 17 - 10 (1) The County reserves the option to redeem Notes maturing on and after March 1, 2000, in whole or in part, before their respective scheduled maturity dates, on March 1, 1999, or on any Interest Payment Date thereafter (such redemption date or dates to be fixed by the County) at a price equal to the principal amount of the Notes called for redemption plus accrued interest to the date fixed for redemption.

(2) The County, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and the amounts thereof to be redeemed.

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(c) Partial Redemption.

(1) If less than all of the Notes are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Notes, or portions thereof, within such maturity to be redeemed.

(2) A portion of a single Note of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Note is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Note as though it were a single Note for purposes of selection for redemption.

(3) Upon surrender of any Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 5 of this Order, shall authenticate and deliver an exchange Note or Notes in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge, notwithstanding any provision of Section 5 to the contrary.

(4) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Note as to which only a portion thereof is to be redeemed.

(d) Notice of Redemption to Owners.

(1) The Paying Agent/Registrar shall give notice of any redemption of Notes by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Note (or part thereof) to be redeemed, at the address shown on the Register.

(2) The notice shall state the redemption date, the redemption price, the place at which the Note are to be surrendered for payment, and, if less than all the Notes outstanding are to be redeemed, an identification of the Notes or portions thereof to be redeemed.

(3) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(e) Payment Upon Redemption.

(1) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Notes to be redeemed on such date by setting aside and holding

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in trust such amounts received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Notes being redeemed. (2) Upon presentation and surrender of any Note called for redemption at the principal corporate trust office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Notes to the date of redemption from the money set aside for such purpose.

## (f) Effect of Redemption.

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(1) Notice of redemption having been given as provided in Section 4(d) of this Order, the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes are presented and surrendered for payment on such date.

(2) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until paid or until due provision is made for the payment of same by the County.

#### (g) Lapse of Payment.

(1) Money set aside for the redemption of Notes and remaining unclaimed by the Owners of such Notes after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(2) Amounts held by the Paying Agent, which represent principal of and interest on the Notes remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 5. CHARACTERISTICS OF THE NOTES. (a) <u>Registration</u>, <u>Transfer</u>, <u>Conversion</u>, <u>and Exchange</u>; <u>Authentication</u>. The Issuer shall keep or cause to be kept at the principal corporate trust office of First State Bank, Hemphill, Texas (the "Paying Agent/

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Registrar") books or records for the registration of the transfer, conversion, and exchange of the Notes (the "Register"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and the Paying Agent/ Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the Issuer and the Paying Agent/ Registrar which is hereby approved in substantially final form, and the County Judge and County Clerk of the Issuer are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

(b) <u>Payment of Notes and Interest</u>. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/ Registrar with respect to the Notes.

(c) In General. The Notes.
(c) In General. The Notes (i) shall be issued in the principal amount of \$5,000 or any integral multiple thereof, (ii) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (iii) may be redeemed prior to the reduced maturities, (iv) may be transferred and 'assigned, (v) may be converted and exchanged for other Notes, (vi) shall have the characteristics, (vii) shall be signed, sealed, executed, and interest, and (ix) shall be payable as to the principal and interest, and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and elivered pursuant to this Order (on which is printed or to which Notes is attached the Registration Certificate of the Comptroller of Public Accounts) are not required to be, and shall not be, Note issued in conversion of and exchange for any Note or Notes is under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM of Note.

(d) <u>Substitute Paying Agent/Registrar</u>. The Issuer covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/ Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The issuer reserves the right

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to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/ Registrar, to be effective not later than 60 days prior to the next principal or Interest Payment Date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificate, by United States mail, firstclass postage prepaid, which notice also shall give the address of the new Paying/Agent Registrar. By accepting the position and performing as such, each Paying Agent/Registrar, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 6. FORMS. (a) Forms Generally. The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Section, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Notes, as evidenced by their execution thereof.

(b) <u>Placement of Text</u>. Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

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(c) <u>Definitive Notes</u>. The Notes shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

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(d) <u>Initial Notes</u>. The Initial Notes submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) Form of the Notes. The form of the Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Order.

#### FORM OF NOTE

### United States of America State of Texas

NUMBER R-\_\_\_\_\_ REGISTERED

> SABINE COUNTY, TEXAS ANTICIPATION NOTE SERIES 1994

INTEREST RATE MATURITY DATE: ISSUE DATE: July 15, 1994 CUSIP:

DENOMINATION

REGISTERED

DATE OF DELIVERY TO INITIAL PURCHASER:

REGISTERED OWNER:

### PRINCIPAL AMOUNT:

SABINE COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or registered assigns thereof (the "Registered Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Note at the principal corporate trust office of First State Bank, Hemphill, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above (or so much thereof as shall not have been paid upon prior redemption), in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the date of delivery to the initial purchaser, or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable

by check on March 1, 1995, and on each September 1 and March 1 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the fifteenth day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

THIS NOTE is one of a series of Notes (the "Notes") dated as of July 15, 1994, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Order adopted by the Commissioners Court on July 11, 1994 (the "Order"), in the original aggregate principal amount of \$450,000 for the purpose of paying contractual obligations incurred (i) in the acquisition of a building to be used for a county courthouse annex; (ii) in the construction of a public work, the renovation and equipping of the building to be used as a county courthouse annex; (iii) in the construction of a public work, the renovation and equipping of the county courthouse; (iv) in the construction of a public work, the expansion, renovation and equipping of the county jail; for the acquisition of a road grader; and (v) professional services related to the issuance of the Notes and the renovation of the laws of the State of Texas, including particularly Article 717w, Vernon's Texas Civil Statutes, as amended.

THE NOTES are issued pursuant to the Order whereunder the Commissioners Court of the County has levied a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Notes are considered outstanding under the provisions of the Order, in sufficient amount to pay interest on each Note as it becomes due, to provide a sinking fund for the payment of the principal of the Notes when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner. By acceptance of this Note, the Registered Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE COUNTY HAS RESERVED THE OPTION TO REDEEM the Notes maturing on or after March 1, 2000, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on March 1, 1999, or on any Interest Payment Date thereafter, at a price equal to the principal amount of the Notes so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Notes are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Notes or portions thereof, within such maturity to be redeemed.

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NOTICE OF SUCH REDEMPTION or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each of the Notes to be redeemed in whole or in part. Notice having been so given, the Notes or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Notes or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Notes or portions thereof shall cease to accrue.

THIS NOTE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the principal corporate office of the Paying Agent/Registrar. If this Note is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Note is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Registered Owner of this Note shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Note to the extent of such payment, and the County and the Paying Agent/ Registrar shall not be affected by any notice to the contrary.

ANY ACCRUED INTEREST DUE at maturity of this Note or upon redemption thereof prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, Interest Payment Date, and accrued Interest Payment Date for this Note it will make available to the Paying Agent/ Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

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IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner, or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee, or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee, or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/ Registerar may be used to evidence the assignment of this Note or any portion or portions hereof is the registered Owner. The person requesting such transfer and exchanges shall pay the Faying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Note or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the forsgoing notwithstanding, in the case of the exchange of an assigned and transferred Note or Notes or any portion or portions thereof, such fore

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IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date and for 30 days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Registered Owner appearing on the Register of

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the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Notes in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Notes by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the County, within the limit prescribed by law; and that issuance of the Notes does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Note and the Order constitute a contract between each Registered Owner and the County.

IN WITNESS WHEREOF this Note has been signed with the manual or facsimile signature of the County Judge of the County, countersigned with the manual or facsimile signature of the County Clerk of the County, and registered by the County Treasurer of the County, and the official seal of the Commissioners Court of the County has been duly impressed, or placed in facsimile, on this Note

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County

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SABINE COUNTY, TEXAS

Judge Sabine County,

COUNTERSIGNED:

County Clerk Sabine County, Texas

REGISTERED:

County Treasurer Sabine County, Texas

(COMMISSIONERS COURT SEAL)

Texas

# FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS\*

\*Print on or attach to Initial Note only

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.\_\_\_\_\_

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I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Note has been issued in conformity with the laws of the State of Texas and is a valid and binding obligation of Sabine County, Texas, and further that this Note has been registered this day by me.

WITNESS my signature and seal of office this .

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts of the State of Texas

# FORM OF AUTHENTICATION CERTIFICATE\*\*

# \*\*Print on Definitive Notes only

### AUTHENTICATION CERTIFICATE

This Note is one of the Notes described in and delivered pursuant to the within-mentioned Order, and this Note has been issued in conversion of and exchanged for, or replacement of, a Note, Notes, or a portion of a Note or Notes, which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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Registration Date:\_\_\_\_\_

By: \_\_\_\_\_\_Authorized Signature

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## FORM OF ASSIGNMENT

#### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and

Dated:\_\_\_\_

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Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

> TEN COM - as tenants in common TEN ENT - as tenants by the entireties JT TEN - as joint tenants with right of survivorship and not as tenants in common UNIF GIFT MIN ACT -\_\_\_\_\_ Custodian\_\_\_\_\_ (Cust) (Minor) under Uniform Gifts to Minors Act\_\_\_\_\_

(State)

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Additional abbreviations may also be used though not in the list above.

(f) Form of Initial Notes. There shall be two Initial Notes, numbered I-1 and I-2, which shall be in the form set forth in subsection (e) of this Section, except the following shall replace the heading and the first paragraph:

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(i) Initial Note I-1

NO. I-1

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\$225,000

United States of America State of Texas SABINE COUNTY, TEXAS ANTICIPATION NOTE, SERIES 1994

Issue Date: July 15, 1994

Date of delivery to Initial Purchaser:

Registered Owner: FIRST STATE BANK, HEMPHILL, TEXAS

Principal Amount: TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS

SABINE COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Registered Owner"), on March 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF	PRINCIPAL	INTEREST
STATED MATURITIES	INSTALLMENTS	<u>RATES</u>
1995	\$25,000	4.60%
1996	30,000	4.85%
1997	30,000	5.10%
1998	35,000	5.30%
1999	35,000	5.50%
2000	35,000	5.60%
2001	35,000	5.60%

upon presentation and surrender of this Note at the principal corporate trust office of First State Bank, Hemphill, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the date of delivery to the initial purchaser, or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable by check on March 1, 1995, and on each September 1 and March 1 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the fifteenth day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

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(ii) Initial Note I-2

\$225,000

United States of America State of Texas SABINE COUNTY, TEXAS ANTICIPATION NOTE, SERIES 1994 .

Issue Date:

NO. I-2

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ate: July 15, 1994

Date of delivery to Initial Purchaser:

Registered Owner: PINELAND STATE BANK, PINELAND, TEXAS

Principal Amount: TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS

SABINE COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Registered Owner"), on March 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF	PRINCIPAL	INTEREST
STATED MATURITIES	INSTALLMENTS	RATES
1995 1996 1997 1998 1999 2000 2001	\$30,000 30,000 30,000 30,000 30,000 35,000 40,000	4.60% 4.85% 5.10% 5.30% 5.50% 5.60%

upon presentation and surrender of this Note at the principal corporate trust office of First State Bank, Hemphill, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the date of delivery to the initial purchaser, or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable by check on March 1, 1995, and on each September 1 and March 1 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the fifteenth day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

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Section 7. INTEREST AND SINKING FUND. The "Sabine County, Texas Anticipation Notes, Series 1994 Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby authorized and shall be established and maintained in a depository bank of the Issuer, so long as the Notes, or interest thereon, are outstanding and unpaid.

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Section 8. CONSTRUCTION FUND. (a) <u>Establishment of</u> <u>Construction Fund</u>. A special fund or account, to be designated the Sabine County, Texas Anticipation Notes, Series 1994 Construction Fund (the "1994 Construction Fund") is hereby created and shall be established and maintained by the County at the official County depository. The 1994 Construction Fund shall be kept separate and apart from all other funds and accounts of the County. The proceeds from the sale of the Notes shall be deposited in the 1994 Construction Fund and payments therefrom shall be made as provided below.

(b) <u>Payments from Construction Fund</u>. Payments from the 1994 Construction Fund shall be used solely for the purpose of paying contractual obligations to be incurred for (i) the acquisition of a building to be used for a county courthouse annex; (ii) the construction of a public work, the renovation and equipping of the building to be used as a county courthouse annex; (iii) the construction of a public work, the renovation and equipping of the building to be used as a county courthouse annex; (iii) the construction of a public work, the renovation and equipping of the county courthouse; (iv) in the construction of a public work, the expansion, renovation and equipping of the county jail; (v) for the acquisition of a road grader; and (vi) professional services related to the issuance of the Notes and the renovation of the courthouse, courthouse annex and county jail.

(c) <u>Surplus Construction Funds</u>. Any moneys remaining in the 1994 Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the 1994 Interest and Sinking Fund.

Section 9. TAX LEVY. During each year while any of the Notes are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of Sabine County, Texas (the "County"), with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Notes are outstanding and unpaid; and said tax shall be assessed and collected each such year and

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deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limit prescribed by law.

Section 10. SECURITY FOR FUNDS. All Funds created by this Order shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Order.

Section 11. DEFEASANCE OF NOTES. (a) Any Note and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Note") within the meaning of this Order, except to the extent provided in subsection (d) of this Section 11, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations (hereinafter defined) which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/ Registrar for the payment of its services until all Defeased Notes shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Government. Obligations.

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(b) Any money so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government-Obligations received by the Paying Agent/Registrar which is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer.

(c) The term "Government Obligations" as used in this Section 11, shall mean direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

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(d) Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defcased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order. .

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Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) <u>Replacement Notes</u>. In the event any outstanding Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new contractual obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) <u>Application for Replacement Notes</u>. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/ Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement contractual obligation shall furnish to the Issuer and to the Paying Agent/ Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Issuer, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) <u>No Default Occurred</u>. Notwithstanding the foregoing provisions of this Section 12, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on this Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement contractual obligation, provided security or indemnity is furnished as above provided in this Section 12.

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(d) <u>Charge for Issuing Replacement Notes</u>. Prior to the issuance of any replacement contractual obligation, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement contractual obligation issued pursuant to the provisions of this Section 12 by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute an obligation of the Issuer whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and

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proportionately with any and all other Notes duly issued under this Order.

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(e) Authority for Issuing Replacement Notes. In accordance with section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section 12 of this Order shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/ Registrar shall authenticate and deliver such notes in the form and manner and with the effect, as provided in Section 5(a) of this Order for Notes issued in conversion and exchange of other Notes.

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL OPINION, CUSIP NUMBERS. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The legal opinion of the Issuer's Bond Counsel, and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Notes issued and delivered under this order, but none of such opinion, statement, or number shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes.

Section 14. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal or interest on any of the Notes when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance of performance of any other of the contracts, covenants, conditions, or obligations set forth in this Order or in the Notes, the following remedies shall be available:

(a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations, or conditions prescribed in this Order; and

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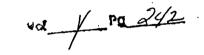
(b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. Section 15. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES. The Issuer covenants to take any action or refrain from any action which would adversely affect the treatment of the Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10% of the proceeds of the Notes (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds are so used, that amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in sub-section (a) hereof exceeds 5% of the proceeds of the Notes (less amounts deposited to a reserve fund, if any) then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5% of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;



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(e) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

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(f) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with--

(1) proceeds of the Notes invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Notes are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10% of the proceeds of the Notes;

(g) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(i) to maintain such records as will enable the Issuer to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Notes.

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It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promutgated by the U.S. Department of the Treasury pursuant thereto. In furtherance of such intention, the Issuer hereby authorizes and directs the County Judge to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes. In the event that regulations or rulings are hereafter promutgated which modify, or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationallyrecognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code.

Section 16. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Issuer hereby designates the Notes as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants, and warrants the following: (a) during the calendar year in which the Notes are issued, the Issuer (including any subordinate entities) has not designated nor will designate bonds or other obligations, which when aggregated with the Notes, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Notes are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as necessary in order that the Notes will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 17. SALE OF NOTES. The Notes are hereby sold and shall be delivered to the First State Bank, Hemphill, Texas and the Pineland State Bank, Pineland, Texas (the "Initial Purchasers") for the purchase price equal to \$450,000 (par). The Notes initially shall be registered in the name of the Initial Purchasers, Initial Note I-1 in the name of the First State Bank, Hemphill, Texas in the amount of \$225,000 and Initial Note I-2 in the name of Pineland State Bank, Pineland, Texas in the amount of \$225,000 as specified in Section 6(f). The County Judge is authorized to execute the acceptance of each Purchaser's investment letter contract with the Initial Purchasers. It is further officially found and declared

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that the Initial Purchasors have purchased the Initial Notes at a price which is the price most reasonably obtainable by the County.

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Section 18. USE OF PROCEEDS. The County hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

Section 19. APPROVAL OF PRIVATE PLACEMENT MEMORANDUM. The form and substance of the Private Placement Memorandum for the Notes and any addenda, supplement, or amendment thereto presented to; and considered at this meeting is hereby in all respects approved and adopted. The County clerk is hereby authorized to include and maintain a copy of the Private Placement Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 20. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS. The County Judge, County Clerk, and County Treasurer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name, and under the seal of the Commissioners Court and on behalf of the Issuer all such instruments, whether or not herein the terms and provisions of this Order, the Notes, the Private Placement Memorandum, and the Paying Agent/Registrar Agreement.

Section 21. INCORPORATION OF RECITALS. The Issuer hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Issuer hereby incorporates such recitals as a part of this Order.

Section 22. EFFECTIVE DATE. This Order shall take effect and be in full force and effect upon and after its passage.

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100 PASSED AND APPROVED this 11th day of July, 1994. County Judge Sabine County, Texas ATTEST: County Clerk Sabine County, Texas (SEAL) vol\_\_\_\_Pa 24/6\_\_\_ -26-

Exhibit А Form of Paying Agent/Registrar Agreement FILED AND