

On September 14, 1994, the Sabine County Commissioners' Court met in an emergency called 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 D. Cox, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Hyden called the meeting to order at 10:22 A.M.

Tracy Lane led the Court in prayer.

Agenda item #1-Consider Model Subdivision Rules EDAP

Judge Hyden made the motion that the Model Subdivision Rules as set forth by the Texas Water Development Board be approved and made effective for Sabine County. Commissioner Clark seconded. After a conference call between the Court and Jonathan Steinberg, a staff attorney with the Water Development Board, all voted for. Motion carried.

Agenda item #2-Consider Resolution-City of Pineland

Judge Hyden made the motion that the Commissioners' Court enter the Resolution in support of the City of Pineland's application to the Texas Water Development Board for the evaluation of the two "Colonias" to provide wastewater treatment and sewer facilities.

Commissioner Smith seconded. All voted for. Motion carried. See attached exhibit.

Agenda item #3-Set Fees for Sheriff and Constables

Judge Hyden made the motion to continue the fees at the current rate of \$45.00.

Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #5-Constable Pct. #2-Radar

Commissioner White made the motion that the Court authorize and request, upon removal of radar equipment from DPS car driven by Tom Maddox, that it be placed in Constable Pct. 2 car. Commissioner Clark seconded. All voted for. Motion carried.

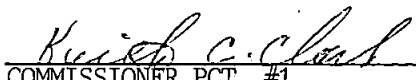
Agenda item #4-Voting Machine

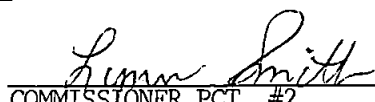
Commissioner Smith made the motion to reject the bid received from Hart Forms.

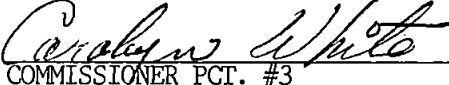
Commissioner Clark seconded. After a long discussion, it was decided that the Court would at a later date go to an optical scan counting system. At this time other updating operating equipment for some of the offices in the Courthouse is in greater need. This is going to be an expense to the County, but will better serve the County at this time than the optical scan counting system. Judge Hyden, Commissioner Clark, Commissioner Smith and Commissioner White voted for. Commissioner Cox abstained. Motion carried. See attached exhibit.

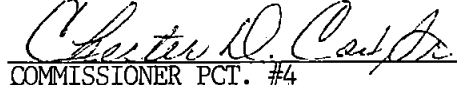
Judge Hyden made the motion to adjourn. Commissioner Smith seconded. Meeting adjourned.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3


COMMISSIONER PCT. #4


COUNTY CLERK

RESOLUTION
SABINE COUNTY, TEXAS

A resolution endorsing the Application of the City of Pineland, Texas, (City) for Facility Planning funding for Water and Wastewater Facilities to serve the "Colonias" within the Delta Heights Subdivision and Highway 96 Area near the City of Pineland, Texas.

WHEREAS, the City wishes to investigate alternatives available to provide water and wastewater service to the previously described areas outside the City;

WHEREAS, the City would like to determine the feasibility of expanding its service in these areas to include water and wastewater systems;

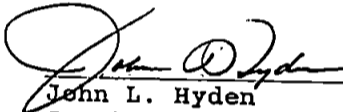
WHEREAS, the City, if determined to be feasible and necessary, is willing to apply for a Certificate of Convenience and Necessity to provide water and wastewater services to the areas provided in this resolution;


WHEREAS, The Texas Water Development Board has identified two (2) Colonias within the areas provided in this resolution;

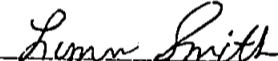
WHEREAS, The Texas Water Development Board will provide 75% funding, and the City will provide matching funds of 12-1/2% to match the City's 12-1/2% local in-kind services;

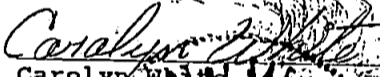
NOW, THEREFORE, be it resolved by the Sabine County Commissioners' Court on the day of September 14, 1994, that,

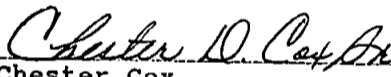
The Sabine County Commissioners' Court concurs and endorses the City's application to The Texas Water Development Board for a Facilities Planning under the Economically Distressed Areas Program.


John L. Hyden
County Judge


Keith Clark
Commissioner, Pct. #1


Lynn Smith
Commissioner, Pct. #2


Carolyn White
Commissioner, Pct. #3


Chester Cox
Commissioner, Pct. #4


A. J. ...
Clk.

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AIS AMERICAN INFORMATION SYSTEMS, INC.

11208 John Galt Blvd., Omaha, Nebraska 68137, (402) 593-0101

Rejected

EQUIPMENT PURCHASE

THIS EQUIPMENT PURCHASE AGREEMENT ("Agreement") made this 12th day of September 1994 by and between AMERICAN INFORMATION SYSTEMS, INC., a Delaware corporation, having its principal office at 11208 John Galt Blvd., Omaha, Nebraska 68137 (hereinafter referred to as "AIS") and Sabine County Commissioners Court

(hereinafter referred to as "Buyer").

EQUIPMENT

Quan.	Model	Description	Unit Price	Total
1	AIS-150	Optical Scan Ballot Tabulation System	\$ 21,595.00	\$ 21,595.00
	Includes:	Scanner		
		Delivery and Installation		
		Table and Cover		
		Start-Up Kit		
		Two Year Warranty		
		On-Site Training		
		Site-Support for First Election		
13		Ballot Boxes (3 Early Voting) (regular price \$60.00 each)	45.00	585.00
Total Price/All Equipment				\$ 22,180.00
State and Local Taxes				\$
Destination Charge (Subject to Change)				\$
Less Advance Payment Received				\$ ()
NET AMOUNT				\$ 22,180.00

TERMS AND CONDITIONS

Buyer agrees to purchase from AIS, and AIS by its acceptance of this Agreement at its principal office set forth above, agrees to sell, subject to the following terms and conditions, the equipment described above. AIS will, (1) sell the equipment to the Buyer and (2) provide warranty service, per the following terms and conditions and future written agreements between AIS and Buyer. Buyer agrees to accept the equipment and warranty service pursuant to the following terms and conditions and any future written agreements between the parties. Acceptance of this Agreement by AIS is expressly contingent upon the absence of any mathematical error or deviation from AIS' current prices with regard to the above price quotations.

PRICES AND TAXES.

- Prices for AIS equipment sold hereunder will be as stated in the standard AIS price list in effect at the time AIS accepts this Agreement at its principal office.
- Prices in the standard AIS price list are exclusive of any and all sales, use or other excise taxes, and therefore are subject to an increase in an amount equal to any taxes which AIS may be required to collect or pay which arise out of, or result from, the sale or delivery of the equipment. Buyer expressly agrees to indemnify and hold AIS harmless against any such taxes arising out of, or resulting from, the sale or delivery of the equipment pursuant to this Agreement.

2. DELIVERY/TITLE TO EQUIPMENT

- Except as otherwise provided in paragraph 12 herein, sale of equipment hereunder shall be FOB Point of Destination. Title to the equipment shall pass to Buyer upon delivery of the equipment.
- Buyer hereby expressly grants to AIS a security interest in and to all the equipment purchased by Buyer hereunder and any proceeds from said equipment. This security interest shall remain in full force and effect until Buyer shall make full payment to AIS for all of said equipment. Buyer agrees to execute financing statements or other documentation as may be reasonably requested by AIS to perfect and protect the security interest granted hereby.
- AIS will not be liable for damages of any kind or nature arising out of, or resulting from, the delay in the delivery of the equipment or for the failure to give notice of delay in delivery of the equipment, when such delay is due to conditions beyond AIS' control.

3. TERMS OF PAYMENT

- Except as may be provided in Paragraph 12 herein, terms are net cash on or prior to delivery of the equipment to the Buyer.
- Invoices not paid within thirty (30) days of the invoice date will include a finance charge at the maximum rate allowed by law against the unpaid balance from the date of invoice until the date of payment.

4. DOCUMENTATION

AIS will supply all normal documentation applicable to the equipment ordered and supplied at no charge. The purchase price of each AIS system will entitle Buyer to a complete set of operator's manuals for the system.

5. WARRANTY

Scanning equipment purchased under this Agreement from AIS will conform to the performance specifications stated in AIS documentation and operator's manuals and are warranted to be free from manufacturing and material defects for the applicable period as follows:

Equipment	Period of Warranty
(i) AIS 115 Optical Mark Reader	Two (2) years
(ii) AIS 315 Optical Mark Reader	Five (5) years
(iii) AIS 350 Accumulator	Five (5) years

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Any scanning equipment purchased from AIS which becomes defective during the warranty period will, at AIS' sole and absolute discretion, be repaired or replaced at Buyer's site, or AIS' plant. Buyer agrees to obtain a return authorization number from AIS prior to returning any scanning equipment to AIS under this warranty.

THIS WARRANTY IS CONTINGENT UPON, AND SUBJECT TO, THE PROPER USE OF THE EQUIPMENT BY BUYER AND DOES NOT COVER EQUIPMENT:

- (a) WHICH HAS BEEN MODIFIED IN ANY MANNER WITHOUT AIS' PRIOR WRITTEN CONSENT AND APPROVAL;
- (b) WHICH HAS BEEN USED IN CONJUNCTION WITH ANY OTHER EQUIPMENT, DEVICE, SOFTWARE, PAPER PRODUCT, OR DATA WHICH HAS NOT BEEN APPROVED OR SUPPLIED BY AIS;
- (c) WHICH HAS BEEN SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS;
- (d) WHICH HAS BEEN USED IN ANY MANNER OTHER THAN FOR ORDINARY USE; OR
- (e) WHICH HAS HAD THE ORIGINAL IDENTIFICATION MARKS REMOVED OR ALTERED IN ANY MANNER.

6. LIMITATION OF LIABILITY

(a) THE WARRANTY CONTAINED IN PARAGRAPH 5 ABOVE IS THE ONLY WARRANTY MADE BY AIS TO BUYER. THERE ARE NO OTHER EXPRESS WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES.

(b) AIS SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH, THIS AGREEMENT OR ANY EQUIPMENT OR OTHER ITEMS SOLD HEREUNDER.

7. ACCEPTANCE The criteria for acceptance of AIS equipment by Buyer is a successful operation of the equipment using AIS' standard test procedures and diagnostic test programs applicable to the equipment.

8. PROPRIETARY PROPERTY RIGHTS Buyer acknowledges and understands that the design and specifications of equipment sold hereunder, the AIS system, and any and all names, documents, logos, information and materials used therewith is proprietary property of AIS. Buyer further acknowledges and understands that AIS's sale of any equipment or other accompanying items hereunder does not grant to or invest in Buyer any right, title or interest in and to any said proprietary property. All patents or trademarks, whether now owned or hereafter acquired by AIS, are the sole and absolute property of AIS and no interest thereto is being vested in Buyer by the sale of the equipment or the AIS system. Buyer shall have no authority or right to copy, modify, license, or otherwise transfer any rights in and to any proprietary property of AIS, as outlined in this paragraph or otherwise, without the prior express written consent of AIS.

9. SUBSTITUTIONS AND MODIFICATIONS AIS reserves the right, in its sole and absolute discretion, to make substitutions and modifications in the specifications of equipment or other items designed or provided by AIS to Buyer provided that such substitutions or modifications will not materially and adversely affect the performance of the equipment or other items.

10. GENERAL

(a) A valid contract binding upon AIS will not come into being until the formal written acceptance of this Agreement by AIS at its principal office. A duly authorized agent of AIS will notify Buyer upon said acceptance.

(b) This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the State of Nebraska.

(c) This Agreement is nonassignable by Buyer without the prior written consent of a duly authorized agent of AIS, and any attempt to assign any rights, duties or obligations under this Agreement by Buyer shall be null and void without said consent.

(d) All rights and remedies to which AIS may be entitled shall be cumulative and may be exercised by AIS either individually or concurrently. If either party fails to perform any term of this Agreement, and the other party does not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. MODIFICATION OF THIS AGREEMENT This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by a duly authorized agent of AIS and Buyer.

12. ADDITIONAL TERMS AND CONDITIONS

Sabine County has option to select a 3, 5 or 7 year payout with first payment due one-year in arrears from date of installation. This quotation doesn't include ballot boxes.

3 YEARS	5 YEARS	7 YEARS
\$ 8,213.78	\$ 5,302.12	\$ 4,077.14
6.9%	7.25%	7.50%

interest does accrue beginning at time of installation.

(Buyer)

Date: _____ By _____
(Signature)

(Printed Name and Title)

The above and foregoing Equipment Purchase Agreement is accepted by American Information Systems, Inc. ("AIS") at its principal office in Omaha, Nebraska, this _____ day of _____, 19____.

AMERICAN INFORMATION SYSTEMS, INC.

By _____
(Signature)


(Printed Name and Title)

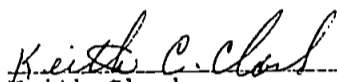
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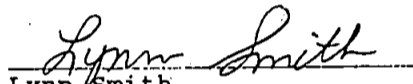
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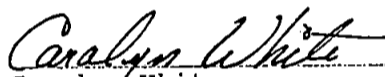
RESOLUTION

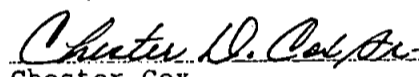
BE IT RESOLVED, that the Commissioners Court of Sabine County, Texas on September 14, 1994, approved the "Model Subdivision Rules", as prepared by the TWDB as the official subdivision rules of Sabine County, Texas.


John L. Hyden
County Judge

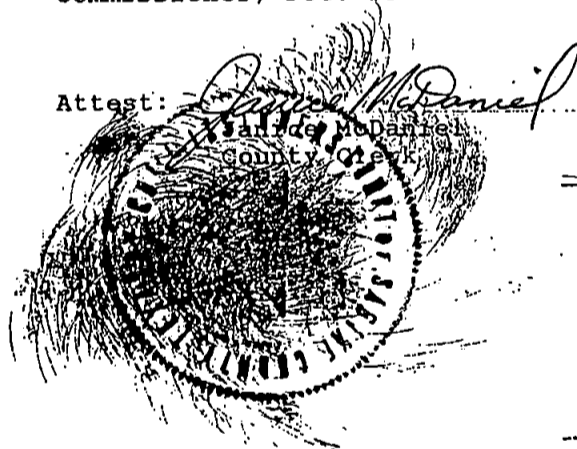

Keith Clark
Commissioner, Pct. #1


Lynn Smith
Commissioner, Pct. #2


Carolyn White
Commissioner, Pct. #3


Chester Cox
Commissioner, Pct. #4

Attest:



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



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Janice McDaniel, County Clerk
by Louise Clark
DEPUTY

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