

June 12, 1995, the Sabine County Commissioners' Court met in a regular session. The following members were present:

John L. Hyden	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Charles Ellison	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Hyden called the meeting to order at 8:34 A.M. and stated for the record to reflect that proper notice was given.

Agenda item #3- Off Road Bridges

This item was amended from "Off Road Bridges" to "Off System Bridges". No objection was stated.

It was noted that three public participation forms were completed and turned into the Clerk before the session began. They are as follows: Bill Turner-agenda item #11; Marjorie Williams-agenda item #11; Edward M. Ferrell-agenda item #16.

The record reflects that the Court finds no other problems with the agenda.

Bro. Clarence Howell led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes of the May 22nd regular Court meeting as read. Commissioner Ellison seconded. All voted for. Motion carried.

Judge Hyden moved to accept the report of JP #2. Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Lynn Smith moved to approve the report of the County Extension Agent. Commissioner Clark seconded. All voted for. Motion carried.

General business is left open at this time.

Agenda item #2-Open Bids on Loader

One bid was received. The bid of \$60,000.00 plus \$750.00 freight was received from Concrete Crushing Company of Houston, Tx..

Commissioner Lynn Smith moved to table this until later in the meeting. After discussion, Commissioner Lynn Smith withdrew his motion.

Commissioner Lynn Smith moved to accept the bid in the amount of \$60,000.00 and rejected the additional charge of \$750.00 for freight, contingent upon financing from a leasing company and contingent upon acceptance from the bidder, Concrete Crushing Company. Commissioner Will Smith seconded. Commissioners Lynn Smith and Will Smith and Judge Hyden voted for. Commissioners Clark and Ellison voted against. Motion carried. See attached copy of bid.

Agenda item #3- Off System Bridges

Commissioner Clark moved to enter into agreement with the state highway department for

the off system bridges for as many as can be afforded. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Commissioner Will Smith moved to authorize Commissioner Clark to oversee and sign on behalf of the County to enter into contract. Commissioner Ellison seconded. Commissioner Will Smith withdrew his motion. Commissioner Ellison withdrew his second.

Commissioner Will Smith moved to authorize the County Judge to sign on behalf of the County. Commissioner Ellison seconded. All voted for. Motion carried.

Agenda item #4-Plants Outside Annex

Judge moved to allow not to exceed \$200.00 for plants. Commissioner Clark seconded. After discussion, Commissioner Will Smith moved to table. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Agenda item #5-Approve Professional Engineer Contract/Hogan Corporation EDAP

This item is delayed until after the 11:00 emergency meeting.

Agenda item #6-Broadway-Piney Point

Commissioner Will Smith moved to place this on the next regular agenda meeting. Commissioner Ellison seconded. All voted for. Motion carried.

Agenda item #7-Adopt a Road Name-Thomas Johnson Community

Commissioner Will Smith moved to place this on the next regular agenda meeting. Judge Hyden seconded. After discussion, Commissioner Will Smith withdrew his motion. Judge Hyden withdrew his second. No further action was taken on this item.

Agenda item #8-Open Bids on 1989 Ford LTD

Two bids were received. They are as follows: Bid #1-Ronny Hobbs in the amount of \$734.00; Bid #2-Alton Conner in the amount of \$1001.00.

Commissioner Clark moved to accept the bid of \$1001.00 from Alton Conner. Commissioner Lynn Smith seconded. All voted for. Motion carried. See attached copy of bids.

Agenda item #9-Hearing CRE Development

Judge Hyden moved that this agenda item be removed from the agenda pending proper application. Commissioner Will Smith seconded. All voted for. Motion carried.

Agenda item #10-Solicit Bids-Dump Truck -Pct. #4

Commissioner Will Smith moved to solicit bids for a 1986 or newer dump truck. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of bid notice. Record reflects that this request for bids should be sealed and presented to the County Clerk no later than 8:30 A.M., July 10th 1995. Bids are to be opened July 10th 1995 in the regular session of Court.

Court recessed at 9:30 A.M.

Court reconvened at 9:39 A.M.

Agenda item #11-Reconsider Closing Courthouse

The Court recognized Mrs. Marjorie Williams at this time.

Mrs. Williams said that she is strongly against opening the Courthouse on weekends. If the offices are vandalized during this time, they are not covered by insurance. Tradition is fine. Her Mother and Father did not lock their doors, but she locks her doors now. This is 1995 and morals are different from what they were back in the 50's, 60's or 70's. The taxpayers are the ones that will

Vol 7 Pg 368

have to pay if anything happens. She objects to putting 99% of the taxpayers in jeopardy like this.

At this time the Court recognizes Mr. Bill Turner.

Mr. Turner said that the Court has to evaluate who is speaking. What are their interest and why are they motivated in this. Our churches were open in our younger days but society has forced us to this point. He urges that the doors be locked. If left open, the taxpayers are at risk. His main concern is the property in the Courthouse.

Judge Hyden moved that the Courthouse doors be closed except during business hours 8:00 A.M. until 4:00 P.M., Monday through Friday and closed on weekends. Commissioner Lynn Smith seconded. In discussion, Commissioner Ellison stated that he is not for closing. He thinks that the Court should stay with their decision to leave the Courthouse open on Saturday and Sunday from 8:00 A.M. until 5:00 P.M. for 2 months to allow for a solution to be found.

Commissioner Will Smith stated that he voted for the Courthouse to stay open for the 2 months to find a solution. But, he had not done any homework on the matter at that time. Since then he has had a survey done on several surrounding Courthouses, has spoken to constitutes and taken into consideration the letter from the insurance company. The Court needs to make a decision based upon facts that convinces them that it is the right thing to do. Based on the information he has received, he is going to vote in favor of closing the Courthouse and he believes he is doing the right thing.

Judge Hyden stated that the Court had voted to keep the Courthouse open from 8:00 A.M. until 5:00 P.M., Saturdays and Sundays. He came to the Courthouse Monday morning at 7:15 A.M. and the Courthouse doors on the bottom floor were open, the door to the Commissioners' office was open, but the gate to the stairway was locked. The elevator was operable. He knows for a fact that they locked the office of Friday afternoon. He checked the Courthouse and did not find anything disturbed or damaged and he is glad of that.

Judge Hyden told the visitors that the Courthouse had an unexpected visitor Monday, June 5th from our insurance carrier. Mr. Garcia from the Texas Associations of Counties stressed again that the insurance company would not cover any vandalism done during hours that the Courthouse is open and unattended by county officials or employees. Also in a positive note, he commended the county on the improvements in the walks, the inside of the Courthouse and the electrical being addressed in proper fashion. This will impact the cost of insurance in future years.

Commissioners Will Smith and Lynn Smith and Judge Hyden voted for the motion. Commissioners Clark and Ellison voted against. Motion carried. See attached exhibit.

Judge Hyden moved that the Courthouse upon vote of the Court be opened for special occasions such as Mayfest of something like that so long as there is either a member of this Court present at all times or someone that they have designated to watch it at all times and at that point, it only be opened on the first floor. And in each of those incidents, it is to come before the Court for approval. Commissioner Will Smith seconded. All voted for. Motion carried.

Agenda item #12-Approve City to get Office Furniture

Judge Hyden moved that the used office furniture that the County has, that the Court allow and permit the giving of that to the City of Hemphill at no cost on those items that they choose that has not already been previously identified by another department within this County. Commissioner

Lynn Smith seconded. All voted for. Motion carried.

Agenda item #13-Receive Bids on Used/Surplus Equipment

One bid was received. A bid of \$6,575.00 was received for a 1986 John Deere Track Loader for Pct. #2 from Don's Auto Salvage.

Commissioner Lynn Smith moved to reject this bid. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of bid.

Agenda item #20-Earl Harrison--Drive Way

Commissioner Lynn Smith stated that at the last regular meeting of the Court that Mrs. Helen Clemmer made allegations and accusations against himself and her neighbor, Mr. Earl Harrison. Stating that Mr. Harrison had taken County gravel and done his entire driveway with his permission. This was totally shocking to him because there is no one that has worked harder the last 4 years to stop graft. Since that time, Commissioner Smith has discovered what really happened. Pct. #2 did install a new culvert for Mr. Harrison, which he paid for himself, furnished gravel to put over the new culvert after it was installed. About 2 or 3 feet. Immediately after this time, Mr. Harrison contacted one of the local truckers and bought a 16 year load of rock and finished his entire driveway. Commissioner Lynn Smith just wanted to set the record straight.

Agenda it, #17-Hank Tankersly-Sabine County Image

Mr. Tankersly told the Court that he and his wife have lived in Sabine County for 14 months. He is a Christian and he doesn't belong to any religious denomination or any organization. He believes that Sabine County is not putting its best foot forward and he would like to help correct this. He wants to be an asset to the County. Not to run anything, but to help it run.

Agenda item #18-Pct. #4-Grants for Roads

Commissioner Will Smith has spoken to Mr. David Waxman about paving 2 roads in his pct. One is "Telephone Road" off of highway 87N and "Cedar Grove Road" that runs off of telephone road toward Pendleton Harbor. He just wants to make it a public record that he is working toward obtaining financial help somewhere to get these 2 roads topped. Mr. Waxman told him that roads are not priority now but to get them on the list so that they will be there when roads comes around again. They are heavy traveled roads.

Agenda item #19-Pct. #4-Waterline Geneva Community

Commissioner Will Smith stated that he has got about 15 people on the Q. C. Canton road that are without water that he is trying to work with. He is going to contact David Waxman on this also to try to find some way to get water out there. He just wants the Court to be aware of this.

Judge Hyden told Commissioner Will Smith that they needed to try to get this community for waterlines on the list under the grant from the Texas Water Development Board.

Agenda item #16-Bill Turner--County Rock Operation

Record reflects again that a citizens participation form has been completed by Edward Ferrell on this agenda item and properly submitted and the Court recognizes Mr. Ferrell.

Mr. Ferrell ask Judge Hyden if it were not proper procedure that the pro side of an issue precedes the con and was there a reason why that was not being followed today.

Judge Hyden told Mr. Ferrell that he did not indicate whether he was pro or con and the order in which people are taken in this Court is solely at his discretion.

Mr. Ferrell stated that from past experience he thought the Court would know how he stood on this matter. He feels that all discussions the Court has had on this subject so far have been on appeals to emotion without any factual bearings. It has become self evident that a budget for this operation was not done. No one did a cost analysis for this operation. There has been different cost amounts quoted for a yard of road base. Mr. Ferrell ask if anyone on this Commissioners' Court could tell him exactly what the people of Sabine County spent to harvest 1 yard of road base from the County rock pit. There was no reply .

At this time Mr. Bill Turner was recognized.

Mr. Turner stated that in his opinion, the Court has received a one sided view of the taxpayers response of the rock pit. He stated that from viewing the County's financial statement as of June 6th on the rock pit, everything looks great. The Court is doing a good job and he would like to see them continue.

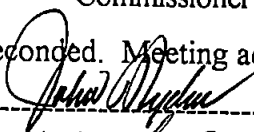
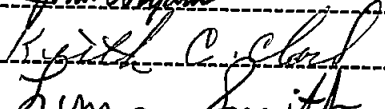
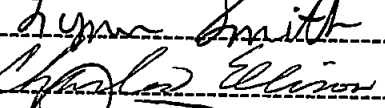
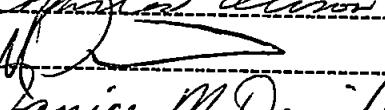
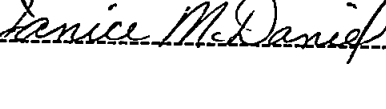
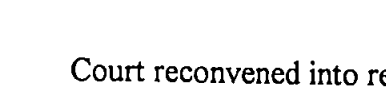
Court recessed at 11:08 A.M. from the regular Court session.

Court was called into order by Judge Hyden at 11:09 A.M., June 12, 1995 in the emergency meeting of the Commissioners' Court. Judge Hyden, Commissioners Keith Clark, Lynn Smith, Charles Ellison and Will Smith, Sr. and County Clerk, Janice McDaniel were present.

Agenda item #1-Approve Contract TWDB/Re:Facility Engineering Plan EDAP Grant

Judge Hyden moved that the Court approve the contract with the Texas Water Development Board and the Court gives the County Judge the authorization to enter into that said contract. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Commissioner Lynn Smith moved to adjourn the emergency meeting. Commissioner Ellison seconded. Meeting adjourned.

  
----- COUNTY JUDGE  
  
----- COMMISSIONER PCT. #1  
  
----- COMMISSIONER PCT. #2  
  
----- COMMISSIONER PCT. #3  
  
----- COMMISSIONER PCT. #4  
  
----- COUNTY CLERK

Court reconvened into regular session at 11:15 A.M., June 12, 1995.

Agenda item #5-Approve Professional Engineer Contract-Hogan Corporation EDAP

Judge Hyden moved that the Commissioners' Court approve the contract between Sabine County and Hogan Corporation-again particular in instance only to the EDAP Grant and authorize the County Judge to sign the contract on behalf of the County. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Court recessed at 11:20 A.M.

Court reconvened at 11:25 A.M.

Agenda item #14-Receive Bids - Gravel/Rock Separation Equipment

One bid was received. The bid is from Powerscreen Texas, Inc.. This bid consisted of 2 bids:

Bid A is for \$72,000.00 less \$7,000.00 rental paid for a balance of \$65,000.00.

Bid B is for \$62,000.00 less \$7,000.00 rental paid for a balance of \$55,000.00. See attached copy of bid.

Commissioner Lynn Smith moved to accept bid B in the amount of \$55,000.00 contingent upon financing from leasing company. Commissioner Will Smith seconded. Commissioners Will Smith and Lynn Smith and Judge Hyden voted for. Commissioners Clark and Ellison voted against. Motion carried.

Agenda item #16-Bill Turner-County Rock Operation

Commissioner Lynn Smith moved to reopen agenda item #16 for discussion. Commissioner Will Smith seconded. All voted for. Motion carried.

This was discussion only.

Agenda item #21-Pay Accounts and Salaries

Commissioner Clark moved to pay accounts and salaries. Commissioner Ellison seconded. All voted for. Motion carried.

Agenda item #15-Texas DPS-Consider and take Action on Request for Sharing Cost: Secretarial/Clerical

Judge Hyden moved that the request of \$200.00 a month contribution toward a secretary from the DPS be approved. Commissioner Clark seconded. All voted for. Motion carried. This is to begin in August 1995.

Commissioner Clark moved to adjourn. Commissioner Ellison seconded. Meeting adjourned.

*Judge Hyden* COUNTY JUDGE  
*Richard C. Clark* COMMISSIONER PCT. #1  
*Lynn Smith* COMMISSIONER PCT. #2  
*Charles Ellison* COMMISSIONER PCT. #3  
*Will Smith* COMMISSIONER PCT. #4  
*Janice McDaniel* COUNTY CLERK

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(ACRS) A-ACCURATE COURT REPORTING SER</b>							
27	05-23-95	COURT REPORTING SERV	6534.4260	95MD118		-16	240.00
Total							\$240.00
<b>(ALAH) ALEXANDER LANKFORD &amp; HIERS, INC</b>							
26	05-31-95	CYMA SYSTEM SUPPORT	6614.4090	44512		-9	44.00
Total							\$44.00
<b>(AUMC) AUSTIN MCELROY</b>							
115	04-03-95	RADIATOR REPAIR	6451.5600	007302		-66	80.00
Total							\$80.00
<b>(BRAD) WILLIAM G. BRADBERRY SR.,</b>							
119	06-09-95	POSTAGE	6315.5600	PETTY		0	13.06
120	06-09-95	GASOLINE	6335.5600	PETTY		0	29.46
121	06-09-95	MEALS	6425.5600	PETTY		0	85.72
122	06-09-95	FILM	6425.5600	PETTY		0	24.94
Total							\$153.18
<b>(BROK) BROOKSHIRE BROTHERS, INC</b>							
5	05-01-95	TISSUE, PLEDGE	6310.4080	332148		-38	7.18
6	05-25-95	SOS PADS, BRITE	6310.4080	522222		-14	6.29
123	05-01-95	CLOROX, TISSUE, TOWELS	6313.5600	332146		-38	9.50
124	05-01-95	GROCERIES	6542.5600	332146		-38	57.36
125	05-04-95	LYSOL, CLOROX, TR BAGS	6313.5600	522916		-35	15.63
126	05-04-95	GROCERIES	6542.5600	522916		-35	18.18
127	05-05-95	GROCERIES	6542.5600	522926		-34	40.91
128	05-06-95	GROCERIES	6542.5600	522931		-33	6.98
129	05-06-95	LAWN BAGS	6313.5600	522931		-33	4.76
130	05-08-95	TOWELS, CLOROX, AMMONA	6313.5600	522938		-31	25.24
131	05-08-95	GROCERIES	6542.5600	522938		-31	35.89
132	05-08-95	FILM	6500.5600	522941		-31	5.97
133	05-10-95	GROCERIES	6542.5600	522254		-29	34.12
134	05-12-95	KOOLAIID, MEAT, BREAD	6542.5600	522264		-27	27.48
135	05-12-95	STRO CUP	6542.5600	522263		-27	6.95
136	05-14-95	GROCERIES	6542.5600	522273		-25	29.55
137	05-14-95	COFFEE	6542.5600	522271		-25	3.39
138	05-18-95	GROCERIES	6542.5600	522297		-21	40.72
139	05-21-95	GROCERIES	6542.5600	522201		-18	43.14
140	05-21-95	COFFEE	6542.5600	522202		-18	3.39
141	05-24-95	BREAD, MILK, KOOLAIID	6542.5600	522220		-15	25.49
142	05-23-95	COFFEE	6542.5600	522210		-16	6.69

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 2

Entry	Date	Description	Account R	Document	Stat	Due	Amount
BROOKSHIRE BROTHERS, INC (CONTINUED)							
Total							\$454.81
(BUTP) UNISOURCE WORLDWIDE, INC.							
7	05-26-95	CASE JUMBO TISSUE	6310.4080	36131510		-13	30.00
8	05-26-95	CASE TUF CAN LINERS	6310.4080	36131510		-13	23.39
9	05-26-95	TWO DUST MOP HEADS	6310.4080	36131510		-13	23.68
Total							\$77.07
(CCLI) CAPITAL CITY LEASING, INC.							
14	06-08-95	PAYMENT NUMBER 46	6613.4090	M-553		-1	715.33
64	06-08-95	PAYMENT R21 OF 36	6504.5600	M307AA		-1	827.27
65	06-08-95	PAYMENT R18 OF 36	6504.5600	M312AA		-1	877.28
Total							\$2,419.88
(CTCH) COAST TO COAST HOME & AUTO							
31	05-05-95	4 HOMELITE OIL MIX	6106.4350	1081670		-34	4.36
32	05-05-95	.80 LINE	6106.4350	1081670		-34	1.99
33	05-15-95	WOOL PADS, GLOVES	6106.4350	1081682		-24	6.37
90	05-04-95	2 SIERRA ANTIFREEZE	6451.5600	1081668		-35	13.98
91	05-08-95	OIL, CAR WASH	6451.5600	1081673		-31	7.05
92	05-11-95	BULBS	6451.5600	1081495		-28	2.69
93	05-15-95	WINDSHIELD WASH	6451.5600	1081681		-24	3.38
94	05-15-95	ARMOR ALL	6451.5600	1081681		-24	5.39
95	05-15-95	HEDGE SHEARS	6451.5600	1081683		-24	13.49
Total							\$58.70
(DAFE) DANIEL FEATHERSTON							
25	06-05-95	ROLL POSTAGE STAMPS	6315.4090	0		-4	32.00
48	05-26-95	CHECKS FOR ACCOUNT	6310.4570	0		-13	55.72
Total							\$87.72
(DGCW) GROVER C. WINSLOW, M.D.,P.A.							
72	05-25-95	PRESCRIPTION/JASON	6543.5600	5799		-14	5.00
Total							\$5.00

Vol 2 Pg 374



SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 3

Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(EARL)</b>							
			R. EARL LORD				
29	05-16-95	DELLA BURLESON	6531.4350	NO 5447		-23	450.00
Total							<u>450.00</u>
<b>(EDGA)</b>							
			EDGAR'S CONOCO				
104	05-30-95	FILTER & GREASE	6335.5600	2424183		-9	26.00
105	05-30-95	FILTER & GREASE	6335.5600	2424175		-9	26.00
Total							<u>\$52.00</u>
<b>(ESSS)</b>							
			EAST SABINE SENIOR SERVICE				
13	06-08-95	UTILITY CONTRIBUTION	6614.4090	JUNE 95		-1	100.00
Total							<u>\$100.00</u>
<b>(ETEX)</b>							
			EASTEX COMMUNICATIONS				
108	05-04-95	REPROGRAMMED CODES	6505.5600	018392		-35	55.00
109	05-04-95	TRAVEL	6505.5600	018392		-35	90.00
Total							<u>\$145.00</u>
<b>(EUPR)</b>							
			EUGENE PROCELLA				
30	05-26-95	OIL, FILTER, GREASE	6106.4350	0		-13	29.75
Total							<u>\$29.75</u>
<b>(GALL)</b>							
			GALL'S INC.				
98	05-24-95	6 9-VOLT REC BATTERY	6500.5600	5014876		-15	40.74
99	05-24-95	SHIPPING	6500.5600	5014876		-15	4.95
Total							<u>\$45.69</u>
<b>(GTEM)</b>							
			GTE MOBILNET				
102	06-01-95	MOBILE PHONE BILL	6420.5600	635-2325		-8	286.21
Total							<u>\$286.21</u>
<b>(HART)</b>							
			HART INFORMATION SERVICES				
34	05-22-95	CASEBINDERS-CIVIL	6310.4500	691218		-17	102.00
35	05-22-95	CASEBINDERS-CRIMINAL	6310.4500	691218		-17	61.00
36	05-22-95	CASEBINDERS-DIVORCE	6310.4500	691218		-17	61.00
37	05-22-95	SHIPPING & HANDLING	6310.4500	691218		-17	13.47

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 4

Entry	Date	Description	Account R	Document	Stat	Due	Amount
HART INFORMATION SERVICES (CONTINUED)							
Total							\$237.47
(HOSP)		SABINE COUNTY HOSPITAL					
96	04-25-95	JASON C. WILLIAMS	6543.5600	032722		-44	216.45
Total							\$216.45
(KCDR)		K-C DRUGS R2					
74	05-16-95	JUSTIN SMITH	6543.5600	42782		-23	105.15
75	05-05-95	DELLA BURLISON	6543.5600	42664		-34	19.05
76	05-02-95	JASON WILLIAMS	6543.5600	42585		-37	12.15
77	05-09-95	JIM HALSELL	6543.5600	42710		-30	23.25
78	05-15-95	JIM HALSELL	6543.5600	42761		-24	23.25
Total							\$182.85
(LSLO)		LESLO SALES OF HEMPHILL					
10	05-25-95	4 BAGS ELLIOTTS	6614.4090	54130		-14	8.00
11	05-25-95	4 BAGS BARK MULCH	6614.4090	54130		-14	13.96
Total							\$21.96
(LUTY)		LUFKIN TYPEWRITER & CASH REG.					
46	05-15-95	3 BLACK CORR RIBBONS	6310.4550	50998		-24	16.80
47	05-15-95	6 LIFT OFF TAPES	6310.4550	50998		-24	11.10
Total							\$27.90
(MEMO)		MEMOREX TELEX					
114	06-08-95	TELETYPE	6501.5600	0729471		-1	55.00
Total							\$55.00
(MOCC)		MOTOROLA CREDIT CORPORATION					
112	05-22-95	RADIO COMM LEASE	6502.5600	20000012		-17	4,012.07
Total							\$4,012.07

Vd 2 Pg 376

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 5

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(MPHI) MPHI INDUSTRIES, INC.							
73	04-20-95	EQUIPMENT/RADAR UNIT	6505.5600	528830		-49	1,950.00
Total							\$1,950.00
(NAPH) NAPA AUTO PARTS - HEMPHILL							
100	05-24-95	STAT ASY, C MODULE	6451.5600	084417		-15	143.67
101	05-01-95	SPONGE, ARMOR ALL	6451.5600	081793		-38	4.78
Total							\$148.45
(PERY) PERRY BROTHERS							
86	05-25-95	FRAME, POSTER BOARD	6310.5600	420		-14	4.46
116	05-13-95	SPRAY PAINT	6106.4350	535		-26	1.00
117	05-12-95	15 CANS SPRAY PAINT	6106.4350	2591		-27	15.00
118	05-15-95	10 CANS SPRAY PAINT	6106.4350	8075		-24	10.00
Total							\$30.46
(POST) POSTMASTER							
71	06-06-95	ROLL OF STAMPS	6315.5600	0		-3	32.00
Total							\$32.00
(PRAB) PRITCHARD & ABBOTT, INC.							
53	05-19-95	CONS. DELIQ. TAXROLL	6325.4990	009572		-20	99.44
54	05-19-95	DELIQ TAX STATEMENTS	6325.4990	009572		-20	366.40
Total							\$465.84
(PRPR) PRAISES & PROMISES							
12	04-24-95	FILE FOLDERS	6614.4090	17001E		-45	1.50
51	05-25-95	BOX COMPUTER PAPER	6310.4970	17045E		-14	27.99
58	06-05-95	TWO MARKERS	6310.6650	39470F		-4	4.98
79	05-16-95	LIFT OFF TAPES	6310.5600	17034E		-23	12.90
80	05-26-95	TWO LETTER SIZE BXS	6310.5600	17050E		-13	23.00
81	05-26-95	BOX CLASP ENVELOPES	6310.5600	17050E		-13	7.99
82	04-25-95	CASE COPY PAPER	6310.5600	17003E		-44	39.99
83	12-04-94	3 BXS FILE FOLDERS	6310.5600	32839		-185	34.50
84	12-04-94	2 BXS PAPER CLIPS	6310.5600	32839		-185	1.78
85	12-04-94	3 POST-IT NOTES	6310.5600	32839		-185	2.67
Total							\$157.30

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 6

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(QUAS)		QUADE'S AUTO SUPPLY					
143	05-26-95	FLAT FILE	6106.4350	07396		-13	4.55
144	05-25-95	BAR OIL	6106.4350	07244		-14	2.50
145	05-25-95	AIR FILTER	6106.4350	07244		-14	1.93
146	05-25-95	BAR FLUID	6106.4350	07244		-14	0.99
147	05-25-95	MOTOR OIL	6106.4350	07244		-14	1.40
148	05-25-95	HAND CLEANER	6106.4350	07244		-14	1.75
149	05-25-95	PLIERS	6106.4350	07244		-14	8.00
Total							\$21.12

(ROSU)		ROGERS OFFICE SUPPLY					
38	05-19-95	2 BXS R10 REG ENVEL	6310.4500	11617		-20	61.50
39	05-18-95	BOX STAPLES	6310.4500	11714		-21	3.00
40	05-18-95	FOUR ROLLS TAPE	6310.4500	11714		-21	12.52
41	05-18-95	CTN R1 GEM CLIPS	6310.4500	11714		-21	1.40
42	05-18-95	BOX STANDARD STAPLES	6310.4500	11714		-21	0.70
52	06-01-95	INK ROLLER	6310.4970	11861		-8	3.50
56	06-01-95	DOZ ADDER PAPER	6310.4990	11867		-8	7.99
57	06-01-95	DZ POST-IT NOTES	6310.4990	11867		-8	6.07
Total							\$96.68

(SACL)		SAM'S CLUB					
111	06-08-95	MEMBERSHIPS	6313.5600	31799897		-1	75.00
Total							\$75.00

(SAMC)		SAM'S CLUB DIRECT					
1	05-13-95	TAPE,PENS,FILTERS,BK	6310.4000	004422		-26	29.26
2	04-28-95	SUGAR, COFFEE, CUPS	6310.4000	003334		-41	67.16
3	05-13-95	PENS, POST-IT NOTES	6310.4030	004421		-26	24.89
4	05-13-95	TISSUE,COLOROX,WINDEX	6310.4080	004423		-26	48.62
59	05-13-95	JANITORIAL SUPPLIES	6313.5600	004424		-26	218.16
60	05-13-95	OFFICE SUPPLIES	6310.5600	004424		-26	50.17
61	05-13-95	GROCERIES	6542.5600	004424		-26	79.75
62	05-13-95	TUMS, ACETAMINOPHEN	6543.5600	004424		-26	13.44
63	05-13-95	BATTERIES	6500.5600	004424		-26	8.94
Total							\$540.39

(SAOT)		SHERIFF ASSOCIATION OF TEXAS					
113	06-08-95	MEMBERSHIP/RENEWAL	6470.5600	0		-1	25.00
Total							\$25.00

Vol 2 Pg 378

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 7

Entry	Date	Description	Account R	Document	Stat	Due	Amount	
(SASO)		THE SARGENT-SOWELL CO.						
87	05-18-95	HI-GLO BADE - TWO	6540.5600	3997620		-21	121.00	
88	05-18-95	BADGE CENTERS - TWO	6540.5600	3997620		-21	10.00	
89	05-18-95	SHIPPING	6540.5600	3997620		-21	3.90	
Total							\$134.90	
(SCAD)		SABINE COUNTY APPRAISAL DISTR.						
55	06-07-95	PRO-RATA COST	6542.4990	JUNE 95		-2	2,123.42	
Total							\$2,123.42	
(SLNW)		SPEEDY LUBE & WASH						
110	05-30-95	TRANS FILTER & FLUID	6451.5600	UNIT R66		-9	49.95	
Total							\$49.95	
(TAWA)		TANYA WALKER						
43	06-07-95	HOTEL ROOM 4 NIGHTS	6470.4500	0		-2	236.00	
44	06-07-95	MEALS/FOUR DAYS	6470.4500	0		-2	100.00	
45	06-07-95	1000 MILES @ .28 MI	6470.4500	0		-2	280.00	
Total							\$616.00	
(TDCA)		TEXAS DIST. & CO. ATTORNEY ASSO						
49	05-19-95	300 CASE FILE FOLDER	6310.4750	22943		-20	105.00	
50	05-19-95	POSTAGE	6310.4750	22943		-20	8.50	
Total							\$113.50	
(THLJ)		TONAHILL, HILE, LEISTER, & JAC						
28	05-25-95	CLARENCE MORRIS COLE	6531.4260	RE 94027		-14	508.75	
Total							\$508.75	
(TPCI)		TERRILL PETROLEUM CO. INC.						
24	05-03-95	232.50 GALLONS GAS	6335.4090	32084		-36	235.50	
66	05-03-95	387.50 GALLONS GAS	6335.5600	32084		-36	392.50	
67	05-25-95	415 GALLONS GAS	6335.5600	32316		-14	432.06	
68	05-16-95	715 GALLONS GAS	6335.5600	32235		-23	754.54	
Total							\$1,814.60	

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 8

Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(TRIA)</b>							
97	05-23-95	4 IBM CORR RIBBONS	6310.5600	00026307		-16	30.80
Total							\$30.80
<b>(TSDI)</b>							
TEXAS STATE DISTRIBUTORS INC.							
69	03-07-95	2 NIK TEST COCAINE	6541.5600	0030975		-92	34.10
70	03-07-95	NIK TEST	6541.5600	0030975		-92	17.05
Total							\$51.15
<b>(WALM)</b>							
WAL-MART STORE R01-021							
103	02-08-95	BATTERY,CAMERA,CASE	6500.5600	01683		-121	172.84
Total							\$172.84
<b>(XROX)</b>							
XEROX CORPORATION							
15	06-01-95	MONTHLY RENTAL FEE	6500.4090	46710521		-8	129.50
16	06-01-95	6598 COPIES	6500.4090	46710521		-8	65.98
17	06-01-95	MAINTENANCE CHARGE	6500.4090	46710520		-8	52.50
18	05-17-95	MONTHLY RENTAL FEE	6500.4090	46590896		-22	129.50
19	06-01-95	MONTHLY RENTAL FEE	6500.4090	46710522		-8	129.50
20	06-01-95	4034 COPIES	6500.4090	46710522		-8	40.34
21	06-02-95	MONTHLY RENTAL FEE	6500.4090	46790014		-7	129.50
22	06-02-95	1229 COPIES	6500.4090	46790014		-7	12.29
23	06-01-95	LEASE AGREEMENT	6500.4090	56816852		-8	182.43
Total							\$871.54
Total of Ledger							\$19,512.40

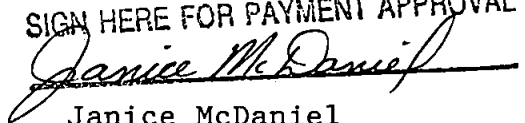
Vol 2 Pg 380

SIGN HERE FOR PAYMENT APPROVAL



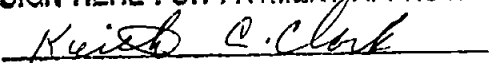
John L. Hyden  
County Judge

SIGN HERE FOR PAYMENT APPROVAL



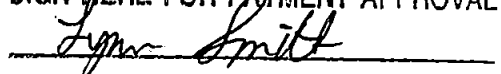
Janice McDaniel  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL



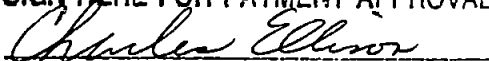
Keith C. Clark  
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL



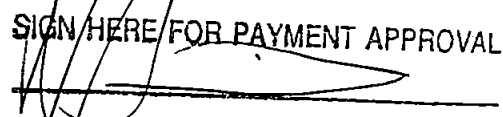
Lynn Smith  
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL



Charles Ellison  
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL



Will Smith Sr.  
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.

SABINE CO. ANTICIPATION NOTES  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95


060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
		BIG TIN BARN, INC.					
(BIGT)							
2	05-26-95	SUPPLIES FOR RENOVAT	6300.6000	ACCT 898		-13	547.36
Total							\$547.36
		COAST TO COAST HOME & AUTO					
(CTCH)							
1	05-10-95	PICTURE HANGERS	6300.6000	1081494		-29	1.50
Total							\$1.50
		LESLO SALES OF HEMPHILL					
(LESH)							
3	04-26-95	3 MINIWAX WOOD FINIS	6300.6000	51227		-43	22.47
4	04-27-95	DRILL BIT	6300.6000	51280		-42	11.49
5	04-28-95	SANDPAPER	6300.6000	51454		-41	2.17
6	05-09-95	6 1X8X8R1	6300.6000	53154		-30	38.46
7	05-13-95	4 SHEETROCK CORNERHE	6300.6000	53745		-26	4.76
8	05-19-95	2 EYE HOOKS	6300.6000	54858		-20	1.50
9	05-25-95	4 16' WALL MOLDING	6300.6000	55778		-14	8.00
Total							\$88.85
		MCCOY'S BUILDING SUPPLY CENTER					
(MCCO)							
10	05-22-95	OUTLETS	6300.6000	65000026		-17	2.20
11	05-22-95	PLATES	6300.6000	65000026		-17	2.20
12	05-22-95	DUPLEX OUTLETS	6300.6000	65000026		-17	4.39
13	05-22-95	SWITCHES	6300.6000	65000026		-17	6.49
14	05-22-95	MISC ELEC SUPPLIES	6300.6000	65000026		-17	9.66
15	05-22-95	18 1/2 SHEETROCK	6300.6000	65000026		-17	75.42
16	05-22-95	2X6X10 SP	6300.6000	65000026		-17	8.78
Total							\$109.14
Total of Ledger							\$746.85

Vol 2 Pg 382

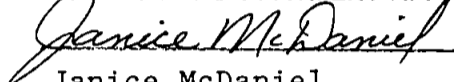


SIGN HERE FOR PAYMENT APPROVAL



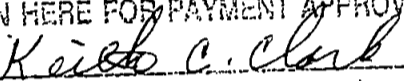
John L. Hyden  
County Judge

SIGN HERE FOR PAYMENT APPROVAL



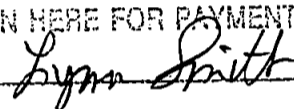
Janice McDaniel  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL



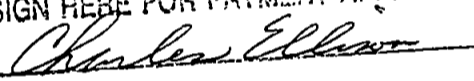
Keith C. Clark  
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL



Lynn Smith  
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL



Charles Ellison  
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL



Will Smith Sr.  
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.

HOTEL/MOTEL TAX  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ANGL)		ANGLER'S PRINTING & PUBLISHING					
2	06-07-95	250 HOTEL/MOTEL FORM	6100.5800	0		-2	41.70
Total							\$41.70
(KERO)		KEN ROGERS & ASSOCIATES					
1	05-31-95	HOTEL/MOTEL TX AUDIT	6100.5800	0		-9	1,400.00
Total							\$1,400.00
Total of Ledger							\$1,441.70

SIGN HERE FOR PAYMENT APPROVAL

John L. Hyden  
 John L. Hyden  
 County Judge

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark  
 Keith C. Clark  
 Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Charles Ellison  
 Charles Ellison  
 Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel  
 Janice McDaniel  
 County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith  
 Lynn Smith  
 Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.  
 Will Smith Sr.  
 Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.

Vol 2 Pg 384

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(BIGT)</b>							
							BIG TIN BARN HOME CENTER
51	05-03-95	1/2 GALV CAP	6657.6030	20859		-36	1.99
Total							<u>1.99</u>
<b>(CANE)</b>							
							C. A. NETHERY
97	06-01-95	FLUID, TOWEL, BROOM	6657.6040	R3		-8	26.00
Total							<u>\$26.00</u>
<b>(CCLI)</b>							
							CAPITAL CITY LEASING, INC.
18	06-07-95	PAYMENT R18 OF 60	6653.6010	M401AC		-2	1,841.88
29	06-07-95	PAYMENT R9 OF 37	6653.6020	M410AB		-2	2,193.42
69	06-07-95	PAYMENT R23 OF 60	6653.6040	M309AD		-2	1,413.55
Total							<u>\$5,448.85</u>
<b>(CIDH)</b>							
							COMM I.D. HENDERSON, TREASURER
133	06-09-95	ANNUAL MEMBERSHIP	6654.6040	0		0	100.00
Total							<u>\$100.00</u>
<b>(COOK)</b>							
							COOK TIRE & SERVICE CENTER
1	05-08-95	TWO TRUCK TIRES	6365.6010	110599		-31	406.48
2	05-08-95	TIRE RECYCLING FEE	6365.6010	110599		-31	7.00
3	05-08-95	TWO TIRE CHANGES	6365.6010	110599		-31	35.00
Total							<u>\$448.48</u>
<b>(DAED)</b>							
							DAVID EDDINGS
118	05-22-95	INSTALL HITCH	6355.6040	48450		-17	31.97
119	05-22-95	8 BOLTS & NUTS	6355.6040	48450		-17	23.05
120	05-22-95	1R KALYN 6N 2 5/16	6355.6040	48450		-17	8.00
121	05-22-95	LABOR	6344.6040	48450		-17	120.00
Total							<u>\$183.02</u>
<b>(DONS)</b>							
							DON'S AUTO SALVAGE NO. 1
135	05-12-95	A/C HOSE, FREON	6355.6030	7547		-27	47.50
136	05-12-95	LABOR	6344.6030	7547		-27	12.50
Total							<u>\$60.00</u>

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 2

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(EDBR)							
117	06-05-95	TRIMMING TREES	ED BROCK 6346.6040	0911		-4	160.00
Total							\$160.00
(EDGA)							
122	05-11-95	REPAIR EXHAUST	EDGAR'S CONOCO STATION 6344.6040	4424488		-28	25.00
Total							\$25.00
(EPSS)							
129	05-31-95	FLAT	EUGENE PROCELL SERVICE STATION 6365.6040	0		-9	12.50
130	05-12-95	CHANGE THREE FLATS	6365.6040	0		-27	42.50
131	05-09-95	FLAT	6365.6040	0		-30	12.50
132	05-09-95	OIL, GREASE, FILTER	6340.6040	0		-30	21.00
Total							\$88.50
(ETAC)							
13	05-20-95	5.93 UNITS HOT MIX	EAST TEXAS ASPHALT CO. 6378.6010	71135		-19	118.60
Total							\$118.60
(ETCO)							
57	04-10-95	REPAIRS ON RADIO	EASTEX COMMUNICATIONS 6652.6030	018026		-59	204.35
Total							\$204.35
(ETMS)							
19	05-11-95	SPRING LEAF	EAST TEXAS MILL SUPPLY 6355.6020	40592		-28	78.82
20	05-15-95	LOCK WASHERS, HEX NUT	6355.6020	40678		-24	2.12
21	05-15-95	RED THREADLOCK	6342.6020	40678		-24	4.28
22	05-15-95	DRILL BITS, 1/4 PUNCH	6657.6020	40678		-24	10.24
23	05-25-95	10 NYLON LOCK NUTS	6355.6020	41062		-14	4.20
24	05-25-95	10 LOCK WASHERS	6355.6020	41062		-14	1.60
34	05-19-95	DEXRON II/5 GALLON	6343.6030	40842		-20	26.94
35	05-19-95	2 SHOP TOWEL ROLLS	6657.6030	40842		-20	4.26
36	05-24-95	FILTER	6357.6030	41036		-15	8.40
98	05-04-95	24.5 STEEL WHEEL	6365.6040	40348		-35	65.00
99	05-04-95	VALVE STEM	6365.6040	40348		-35	2.69
100	05-10-95	SPRING, BOLTS, WASHERS	6355.6040	40553		-29	376.02
101	05-11-95	TWO 24.5 STEEL WHEEL	6365.6040	40593		-28	130.00
102	05-11-95	11 FILTERS	6355.6040	40593		-28	73.39
103	05-11-95	TWO FILTERS	6356.6040	40593		-28	29.26
104	05-12-95	FIVE FILTERS	6355.6040	40622		-27	20.94

Vol 2 Pg 386

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 3

Entry	Date	Description	Account R	Document	Stat	Due	Amount
EAST TEXAS MILL SUPPLY (CONTINUED)							
105	05-12-95	321 GEAR PUMP	6341.6040	40622	-27		33.10
106	05-12-95	TWO HAND TOWELS	6657.6040	40622	-27		5.60
107	05-30-95	DRILL BIT,TOWEL,FUSE	6657.6040	41187	-9		27.88
Total							\$904.74
(ETOX) ETOX, INC. OF JASPER							
4	05-16-95	RENTAL FEE	6657.6010	05950236	-23		4.75
Total							\$4.75
(FEWO) FED WOODS							
27	05-28-95	REPAIR DUMP BED	6344.6020	027159	-11		120.00
123	06-08-95	WELDING/DUMP TRUCK	6344.6010	027163	-1		40.00
Total							\$160.00
(GMWS) G-M WATER SUPPLY CORP.							
86	06-01-95	WATER BILL	6440.6040	2251	-8		17.59
Total							\$17.59
(GTEM) GTE MOBILNET							
68	06-04-95	MOBILE PHONE BILL	6420.6040	382-2006	-5		132.32
134	06-07-95	MOBILE PHONE BILL	6420.6010	383-9937	-2		5.42
Total							\$137.74
(GWSC) GULF WELDING SUPPLY CO.							
31	05-26-95	RENTAL INVOICE	6657.6020	157103	-13		8.00
Total							\$8.00
(HPTS) HEMPHILL TIRE STORE							
25	05-20-95	FLAT	6365.6020	0043645	-19		15.00
26	05-15-95	6 MOUNTS	6365.6020	0043513	-24		90.00
60	04-21-95	TWO SWAPS	6365.6030	0043173	-48		10.00
61	04-10-95	ROAD SERVICE, FLAT	6366.6030	0043015	-59		97.93
62	04-05-95	TWO MOUNTS	6365.6030	0042962	-64		30.00
63	05-20-95	ROAD SERVICE, FLAT	6366.6030	0043542	-19		59.50
64	05-22-95	TWO SWAPS	6365.6030	0043574	-17		15.00
65	05-04-95	FOUR SWAPS	6365.6030	0043375	-35		20.00
66	05-15-95	TWO MOUNTS	6365.6030	0043478	-24		30.00

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 4

Entry	Date	Description	Account R	Document	Stat	Due	Amount
HEMPHILL TIRE STORE (CONTINUED)							
67	05-14-95	ROAD SERVICE, FLAT	6366.6030	0043603		-25	76.20
Total							\$443.63

(JTDC)		JASPER TIRE & DISTRIBUTING CO.					
14	04-28-95	2 GATEWAY HWY TIRES	6365.6010	18006		-41	287.64
15	04-28-95	TIRE RECYCLE FEE	6365.6010	18006		-41	7.00
16	04-28-95	TWO TRUCK TUBES	6365.6010	18006		-41	33.90
17	04-28-95	MOUNT/DISMOUNT	6365.6010	18006		-41	25.00
32	05-16-95	6 11R24.5 TRUCK TIRE	6365.6020	18414		-23	1,069.68
33	05-16-95	TIRE RECYCLING FEE	6365.6020	18414		-23	21.00
58	05-12-95	2 11R24.5 TRUCK TIRE	6365.6030	18342		-27	356.56
59	05-12-95	TIRE RECYCLING FEE	6365.6030	18342		-27	7.00
88	05-22-95	1300X24 GEN GRADER	6366.6040	18594		-17	283.25
89	05-09-95	2 11R24.5 TRUCK TIRE	6365.6040	18254		-30	356.56
90	05-09-95	TIRE RECYCLING FEE	6365.6040	18254		-30	7.00
Total							\$2,454.59

(KECL)		KEITH CLARK					
124	06-06-95	LUNCH	6655.6010	4831		-3	5.41
125	06-07-95	LUNCH	6655.6010	35445		-2	5.94
Total							\$11.35

(LESH)		LESLO SALES OF HEMPHILL					
5	05-25-95	18X20 CULVERT	6370.6010	55709		-14	159.95
6	05-18-95	15X30 CULVERT	6370.6010	54739		-21	200.97
7	04-27-95	15X24 CULVERT	6370.6010	29204		-42	151.95
52	04-28-95	36X20 CULVERT	6370.6030	51358		-41	302.00
53	05-08-95	12X24 CULVERT	6370.6030	52965		-31	126.95
54	05-08-95	15X24 CULVERT	6370.6030	52965		-31	159.95
55	05-08-95	18X24 CULVERT	6370.6030	52965		-31	191.95
56	05-08-95	DISCOUNT	6370.6030	52965		-31	-23.94
91	04-26-95	36X20 CULVERT	6370.6040	51224		-43	317.89
92	04-26-95	DISCOUNT	6370.6040	51224		-43	-15.89
93	05-16-95	TWO 15X24 CULVERTS	6370.6040	54426		-23	319.90
94	05-16-95	15X30 CULVERT	6370.6040	54426		-23	200.97
95	05-16-95	DISCOUNT	6370.6040	54426		-23	-26.04
96	05-17-95	18X30 CULVERT	6370.6040	54679		-22	239.99
Total							\$2,306.60

Vol 2 Pg 388

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 5

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(NAPH)		NAPA AUTO PARTS - HEMPHILL					
10	05-19-95	12 QUARTS OF OIL	6340.6010	084206		-20	21.60
11	05-19-95	OIL FILTER	6340.6010	084206		-20	4.59
12	05-19-95	OIL FILTER	6340.6010	084206		-20	4.60
30	05-16-95	FITTINGS, GUN-COUP	6355.6020	082592		-23	6.55
44	05-04-95	3 OIL FILTERS	6355.6030	081973		-35	22.65
45	05-08-95	SPRING	6355.6030	082147		-31	3.45
46	05-17-95	FAN, OIL FILTER	6355.6030	082652		-22	19.04
47	05-18-95	BATTERY	6366.6030	084139		-21	106.95
48	05-18-95	CORE DEPOSIT	6366.6030	084139		-21	8.00
49	05-18-95	BATTERY	6366.6030	084139		-21	4.00
50	05-23-95	2 TIE RODS, TERM AST	6355.6030	084321		-16	92.13
108	05-04-95	AIR FILTER, FITTING	6356.6040	081977		-35	39.39
109	05-04-95	HAND CLEANER	6657.6040	081977		-35	7.99
110	05-04-95	FITTINGS/CREDIT	6356.6040	081997		-35	-6.45
111	05-04-95	TWO FITTINGS	6356.6040	081997		-35	1.38
112	05-12-95	TWO OIL FILTERS	6355.6040	082410		-27	8.70
113	05-17-95	T C PLUG	6357.6040	082659		-22	16.28
114	05-23-95	PINSTRIP, LAMP, WIRE	6355.6040	084350		-16	37.67
115	05-30-95	FORMAGSK,NUT,WASHER	6355.6040	084656		-9	5.85
116	05-30-95	STOPLITE,BEARING,DRI	6355.6040	084662		-9	70.98
Total							\$475.35
(NEDC)		NEWTON ECONOMIC DEVELOPMENT					
126	06-09-95	LUNCH AT SEMINAR	6654.6010	0		0	6.00
127	06-09-95	LUNCH AT SEMINAR	6654.6030	0		0	6.00
Total							\$12.00
(NIGA)		NICHOLS GARAGE					
87	05-23-95	WELD SEAT/WHITE DUMP	6344.6040	0		-16	8.00
Total							\$8.00
(TPCI)		TERRILL PETROLEUM					
8	05-08-95	DEXTRON II TRANS FLU	6343.6010	32137		-31	14.00
9	05-12-95	1615 GALLONS DIESEL	6336.6010	32183		-27	1,311.38
28	05-10-95	985 GALLONS DIESEL	6336.6020	32172		-29	795.58
37	05-04-95	3 URSA 30 6/1	6341.6030	32100		-35	93.00
38	05-12-95	19 GALLONS UNLEADED	6335.6030	32185		-27	18.13
39	05-12-95	20 GALLONS DIESEL	6336.6030	32185		-27	16.09
40	05-15-95	13 GALLONS UNLEADED	6335.6030	32208		-24	12.43
41	05-22-95	MFMPR2 10/14	6340.6030	32269		-17	9.50
42	05-08-95	800 GALLONS DIESEL	6336.6030	32133		-31	666.88
43	05-16-95	495 GALLONS UNLEADED	6335.6030	32227		-23	482.38
70	05-01-95	19.8 GALLONS GAS	6335.6040	32055		-38	18.73

SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 6

Entry	Date	Description	Account R	Document	Stat	Due	Amount
TERRILL PETROLEUM (CONTINUED)							
71	05-03-95	16.9 GALLONS GAS	6335.6040	32089		-36	15.52
72	05-03-95	12/12 STARTER FLUID	6335.6040	32089		-36	11.60
73	05-04-95	MFMPR2 10/14	6340.6040	32101		-35	9.50
74	05-04-95	14.8 GALLONS GAS	6335.6040	32106		-35	13.93
75	05-05-95	12 GALLONS GAS	6335.6040	32128		-34	11.18
76	05-10-95	21.5 GALLONS GAS	6335.6040	32166		-29	20.08
77	05-11-95	10.1 GALLONS GAS	6335.6040	32179		-28	9.57
78	05-12-95	13.5 GALLONS GAS	6335.6040	32186		-27	12.88
79	05-15-95	22.7 GALLONS GAS	6335.6040	32215		-24	21.71
80	05-17-95	21.2 GALLONS GAS	6335.6040	32245		-22	20.97
81	05-19-95	365 GALLONS DIESEL	6336.6040	32252		-20	300.69
82	05-22-95	21.8 GALLONS GAS	6335.6040	32284		-17	21.13
83	05-22-95	18 GALLONS GAS	6335.6040	32289		-17	17.45
84	05-26-95	23.5 GALLONS GAS	6335.6040	32328		-13	22.11
85	05-03-95	495 GALLONS DIESEL	6336.6040	32092		-36	408.38
Total							----- \$4,354.80
 (WISM)							
128	06-06-95	LUNCH AT LUBY'S	WILL SMITH SR. 6655.6040	0		-3	9.24
Total							----- \$9.24
Total of Ledger							----- \$18,173.17 =====

Vol 2 Pg 390



SIGN HERE FOR PAYMENT APPROVAL

John L. Hyden

John L. Hyden  
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

Janice McDaniel  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark

Keith C. Clark  
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

Lynn Smith  
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Charles Ellison

Charles Ellison  
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.

Will Smith Sr.  
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.

SABINE COUNTY R & B SPECIAL  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ETMS)		EAST TEXAS MILL SUPPLY					
3	05-09-95	DIAPHTAGM 9	605.6355	40503		-30	2.76
4	05-09-95	CREDIT/DIAPHRAGM 9	605.6355	40505		-30	-2.76
5	05-09-95	DIAPHRAGM 16	605.6355	40505		-30	2.93
6	05-09-95	HAND CLEANER	605.6355	40505		-30	8.32
Total							\$11.25
(NAPH)		NAPA AUTO PARTS HEMPHILL					
1	05-09-95	WIRE SET	605.6355	082241		-30	39.03
2	05-09-95	WATER PUMP	605.6355	082241		-30	19.80
Total							\$58.83
Total of Ledger							\$70.08

SIGN HERE FOR PAYMENT APPROVAL

John L. Hyden  
 John L. Hyden  
 County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel  
 Janice McDaniel  
 County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark  
 Keith C. Clark  
 Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith  
 Lynn Smith  
 Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Charles Ellison  
 Charles Ellison  
 Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.  
 Will Smith Sr.  
 Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.

Vol 2 Pg 392

SABINE COUNTY R&B SPECIAL III  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ETMS)		EAST TEXAS MILL SUPPLY					
3	05-02-95	38 4-WIRE HOSE	607.6357	40269		-37	27.36
4	05-02-95	HOSE ENDS	607.6357	40269		-37	47.46
5	05-16-95	1-1/8 COMB WRENCH	607.6357	40731		-23	26.49
6	05-16-95	6 UNIV BAT TERM LD	607.6357	40731		-23	10.94
7	05-17-95	BOLTS, WASHERS, NUTS	607.6357	40747		-22	10.39
8	05-17-95	MISCELLANEOUS MERCH	607.6357	40747		-22	13.42
9	05-17-95	BATTERY	607.6357	40747		-22	124.50
10	05-17-95	BATTERY FEE	607.6357	40747		-22	3.00
22	05-22-95	BATTERY & DEPOSIT	607.6357	40942		-17	127.50
23	05-19-95	6 ADAPTER FITTINGS	607.6357	117913		-20	27.52
24	05-19-95	PERMATEX PRODUCTS-NI	607.6357	117913		-20	8.95
25	05-23-95	BATTERIES & DEPOSIT	607.6357	40990		-16	65.01
26	05-23-95	20 LOCK WASHERS	607.6357	40990		-16	2.80
Total							\$495.34
(FEWO)		FED WOODS					
27	05-31-95	8.5 HOURS WELDING	607.6346	027160		-9	170.00
28	06-05-95	4 HOURS WELDING	607.6346	027161		-4	80.00
29	06-08-95	4 HOURS WELDING	607.6346	27162		-1	80.00
Total							\$330.00
(HPTS)		HEMPHILL TIRE STORE					
14	05-13-95	FLAT & SERVICE CALL	607.6365	0043467		-26	50.00
15	05-02-95	TUBE, FLAT, SERVICE	607.6365	0043334		-37	103.45
Total							\$153.45
(KENN)		KENNAMETAL, INC.					
16	05-22-95	KENNAMETAL CUTTERBIT	607.6357	B91254		-17	736.00
17	05-22-95	FREIGHT CHARGES	607.6357	B91254		-17	75.08
Total							\$811.08
(LESH)		LESLO SALES					
1	05-01-95	4" CLEAN OUT DWV	607.6357	52102		-38	3.79
2	05-01-95	4" CAP DWV	607.6357	52102		-38	4.89
Total							\$8.68


SABINE COUNTY R&B SPECIAL III  
 ACCOUNTS PAYABLE LEDGER  
 06-09-95

060995  
 Page 2

Entry	Date	Description	Account R	Document	Stat	Due	Amount	
<b>(MUTE)</b>								
30	06-06-95	5G.30W TRAN	607.6341	C441491		-3	32.25	
Total							----- \$32.25	
<b>(PWTI)</b>								
			PINEY WOODS TRACTOR & IMP, INC					
18	05-18-95	FREIGHT	607.6357	IV57025		-21	6.00	
19	05-18-95	TWP PINS	607.6357	IV57025		-21	427.10	
20	05-18-95	2 BUSHINGS	607.6357	IV57025		-21	40.00	
21	05-19-95	CREDIT/TWO PINS	607.6357	CI02900		-20	-427.10	
Total							----- \$46.00	
<b>(TPCI)</b>								
			TERRILL PETROLEUM CO., INC.					
11	05-22-95	995 GALLONS DIESEL	607.6336	32272		-17	821.67	
12	05-05-95	915 GALLONS DIESEL	607.6336	32124		-34	753.14	
13	05-15-95	2 5/1 AW32	607.6341	32198		-24	31.00	
Total							----- \$1,605.81	
Total of Ledger							----- \$3,482.61 =====	

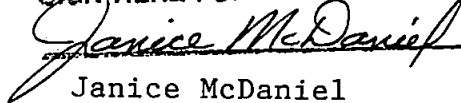
Vol 2 Pg 394

SIGN HERE FOR PAYMENT APPROVAL



John L. Hyden  
County Judge

SIGN HERE FOR PAYMENT APPROVAL



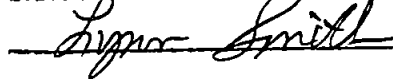
Janice McDaniel  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL



Keith C. Clark  
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL



Lynn Smith  
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL



Charles Ellison  
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL



Will Smith Sr.  
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT JUNE 12, 1995.



THE STATE OF TEXAS  
**County of Sabine**  
P.O. Box 720  
Hemphill, Texas 75948

John L. Hyden, County Judge  
Commissioners  
Keith Clark      Precinct #1  
Lynn Smith      Precinct #2  
Kenneth White    Precinct #3  
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: ~~XXXXXXXX~~ ~~WXXXXXXXX~~ Marjorie Williams

HOME ADDRESS: P.B. Box 337, Pineland, Texas

HOME TELEPHONE: \_\_\_\_\_

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT TELEPHONE: \_\_\_\_\_

Do you represent any particular group or organization? No

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? \_\_\_\_\_

Having the court house open on week ends.

In general, are you for or against such agenda item (or items)?

against

Signature: Marjorie Williams

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

2 396



THE STATE OF TEXAS  
**County of Sabine**  
 P.O. Box 720  
 Hemphill, Texas 75948.

John L Hyden, County Judge  
 Commissioners  
 Keith Clark      Precinct #1  
 Lynn Smith      Precinct #2  
 Kenneth White    Precinct #3  
 Chester Cox, Sr.   Precinct #4

**SABINE COUNTY COMMISSIONERS' COURT**

**Public Participation Form**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: EDWARD M. FARRELL  
 HOME ADDRESS: P.O. Box 762  
Hemphill, Texas  
 HOME TELEPHONE: 787-4653  
 PLACE OF EMPLOYMENT: -Self-  
 EMPLOYMENT TELEPHONE: as above

Do you represent any particular group or organization? \_\_\_\_\_

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? \_\_\_\_\_

ROCK PIT MINING VENTURE

In general, are you for or against such agenda item (or items)? \_\_\_\_\_

Signature: [Handwritten Signature]

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS  
County of Sabine  
P.O. Box 720  
Hemphill, Texas 75948.

John L Hyden, County Judge  
Commissioners  
Keith Clark Precinct #1  
Lynn Smith Precinct #2  
Kenneth White Precinct #3  
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: W.L. (Bill) Turner

HOME ADDRESS: RT. 1 Box 1205  
Hemphill, TX. 75948

HOME TELEPHONE: 625 4586

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT TELEPHONE: ---

Do you represent any particular group or organization? ---

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? ---

Closing Court House on Week-ends

In general, are you for or against such agenda item (or items)?

For closing

Signature: W.L. Turner

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

Vol 2 Pg 398



Concrete Crushing Co.  
15838 Kimberlee Lane  
Houston, Texas 77049  
Phone: 713-672-8323

Sabine County Commissioners Court  
County Clerk Office  
Attn: Mr. Lynn Smith  
P.O. Box 716  
Hemphill, Texas 75948

June 5, 1995

Subject: LOADER BID TO BE OPENED 8:30AM ON JUNE 12, 1995

Dear Mr. Smith,

Please accept our bid on Cat Loader Listed below:

1 - Used Cat 980C (1979) Rubber Tire Loader	\$60,000.00
Serial Number 63X1938	
Freight From Houston to Plant Site	<u>750.00</u>
Total	\$60,750.00

*Accepted*  
*Rejected*  
*total 60,000*  
*Accepted*  
*JK*

Thank you for the opportunity to bid on your equipment needs.

We will look forward to hearing from you.

Sincerely yours,

*Keith Keene*

Keith Keene  
dba/ Concrete Crushing Co.

6-8-95

Rejected  
6/12/95  
JDD

Bid 1989 Crown Victoria Ford  
Sheriff's Dept. Unit  
#734 <sup>02</sup>

Weatherford Auto Auction

Permieville

409-987-3232 - 817-596-5001

~~Vol 2 p 401~~

DeLyman (top) 787-2804

Alton Cornel

4 dl Sedan ----- \$100.00  
Mrs Sheward on check and 7/100 -  
Paid on 1989 Ford F150

Accepted  
6/12/95  
llb

**Request For Bids**

**Sabine County is requesting bids for one, (1), used/rebuilt diesel truck to be used for the transport of rock/gravel and equipped with a 14 yard dump bed. Other specifications required are:**

- 38,000 lb. rear axle**
- 12,000 lb. front axle**
- 11.00 24.5 Budd Wheels and Tires**
- 44,000 lb. rear springs**
- Double frame**
- 187" wheel base**
- 1986 model or newer**
- Rear axle ratio 4:42**

**All bids should be sealed and clearly marked "Truck - Pct. #4 - 1995" and presented to the County Clerk of Sabine County no later than 8:30 a.m., July 10, 1995. All bids will be opened during the regular meeting of the Commissioners Court, July 10, 1995.**

**Sabine County reserves the right to refuse any or all bids. Further information may be obtained from Will Smith, Sabine County Commissioner, Pct. #4.**

May 25, 1995

Honorable Will Smith  
Commissioner Precinct #4  
Sabine County, Texas  
County Courthouse  
Hemphill, Texas 75948

Re: Survey of East Texas  
County Courthouse

Dear Commissioner Smith:

At your request I contacted the below listed counties and determined that none of those contacted open their Courthouse at any time except during normal business hours.


I asked each county their reason for closing except during non business hours and they each related stories of abuse/vandalism and said they were not willing to place the liability for same upon the county.

San Augustine County said they would open only the door next to the Sheriff's Office for special occasions only. They have four doors but would only open this one because the Sheriff's Office is within 50 ft. and they could monitor everyone who went in and came out.

A total of eleven counties were polled and are as follows:

- . Angelina
- . Hardin
- . Houston
- . Jasper
- . Nacogdoches
- . Polk
- . San Augustine
- . Shelby
- . Trinity
- . Tyler
- . Newton

Sincerely,

  
Cyndi Pickard

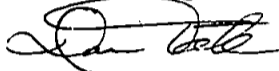
Don's Auto Salvage  
Box 803  
Pineland, Texas 75968

*Rejected  
6/12/95  
DOD*

June 7, 1995

A bid of \$6,575.00 is offered for the 1986 John Deere Track Loader, Model 555-B,  
VIN #TO555EX717832.

Don Tate



VOL 2 PG 404



THE STATE OF TEXAS  
**County of Sabine**  
P.O. Box 720  
Hemphill, Texas 75948

John L. Hyden, County Judge  
Commissioners

Keith Clark	Precinct #1
Lynn Smith	Precinct #2
Charles Ellison	Precinct #3
Will Smith, Sr.	Precinct #4

June 1, 1995

Mr. David Waxman  
Planning Consultant  
Post Office Box 900  
Jasper, Texas 75951

Dear Mr. Waxman:

Per our prior conversation concerning applying for a Grant to black top two (2) roads in Sabine County, Precinct #4, I am furnishing you with the following for your information about each road.

1. Telephone Road (Hwy 87 to 276) - 2.8 miles to be topped.
2. Cedar Grove Road (Off Telephone Road) - 5.5 miles to be topped.

By copy of this letter I am requesting all necessary information needed to apply for a Grant. If you have any further questions please let me know.

Sincerely,

  
Will Smith, Sr.

WS/cp

Vol 2 PG 405

THE STATE OF TEXAS  
**County of Sabine**  
P.O. Box 716  
Hemphill, Texas 75948



John L. Hyden  
County Judge

June 12, 1995

Mr. Fernando Escarcega  
Project Director  
Economically Distressed Areas Program  
Texas Water Development Board  
Post Office Box 13231  
Austin, Texas 78711-3231

Re: Contract between Sabine County and  
TWDB - Facility Engineering Plan,  
Sabine County, EDAP

Dear Mr. Escarcega:

Enclosed are three (3) duplicate originals of the subject contract, which I have signed and dated.

The contract was approved by the Commissioners Court of Sabine County today during regular session and is a part of the record.

Thank you for your assistance. You just can't imagine how beneficial this is to our County.

Sincerely,

A handwritten signature in cursive script, appearing to read "John L. Hyden", is written over a horizontal line.

John L. Hyden

cc: Ms. O. Sparks, Treasurer, Sabine County  
R. E. Hogan, President, Hogan Corp.

Vol 2 PC 406

409/787-3543

Fax 409/787-2044



STATE OF TEXAS

TWDB CONTRACT NO. \_\_\_\_\_

COUNTY OF TRAVIS

TEXAS WATER DEVELOPMENT BOARD  
and  
SABINE COUNTY

Under the authority granted and subject to the provisions of the Texas Water Code, and any amendments made thereto and that may from time to time hereinafter be made, and subject to 31 Texas Administrative Code ("TAC") Sections 355.70 through 355.76, and any amendments made thereto and that may from time to time hereinafter be made, this contract and agreement (hereinafter "this Agreement") is entered into by and between the Texas Water Development Board, an agency of the State of Texas, (hereinafter the "BOARD"), and Sabine County, a political subdivision of the State of Texas, (hereinafter "COUNTY"). Pursuant to the authority granted by and in compliance with the provisions of Texas Water Code Annotated Sections 6.190 (Vernon 1988), and the rules and resolutions of the BOARD, the Executive Administrator of the BOARD has been authorized to enter into this Agreement by and on behalf of the BOARD:

#### ARTICLE I. COUNTY RESPONSIBILITIES

In consideration of the performance of the mutual agreements set forth in this Agreement, the COUNTY, by and through its designated and authorized representatives or employees, agrees as follows:

A. Facility Engineering Plan. The COUNTY shall cause to be prepared, and may assist in the preparation to the extent provided herein, a facility engineering plan for the geographic area described and depicted in Attachment A, which is attached hereto and incorporated in this Agreement as if fully set forth herein, hereinafter referred to as the economically distressed area. The facility engineering plan shall be prepared in accordance with the requirements set forth in 31 TAC § 355.73 and shall specifically include the following data and information:

1. an analysis and explanation of the problems and needs within the economically distressed area including:
  - (a) a description of the efforts that residents have taken to provide necessary adequate water and wastewater facilities;
  - (b) existing and projected population;
  - (c) existing water and wastewater facilities;
  - (d) existing and projected water supply and water demand;
  - (e) wastewater characterization;
  - (f) infiltration inflow analysis, if applicable; and
  - (g) ability of the dwellings to utilize future water and wastewater facilities;
  - (h) household and per capita income; and
  - (i) average household size and average appraisal values;

Vol 2 Pg 407

2. the identification, selection, and evaluation of alternatives, including preparation of a cost-effectiveness analysis of the alternatives for providing adequate water and wastewater facilities. For wastewater, alternatives include septic tanks and other on-site systems; regional and non-regional systems; conventional treatment technologies; nonconventional treatment technologies, such as rock reed, root zone, ponding, irrigation, or other technologies that may have been developed by NASA and the Tennessee Valley Authority; and revenue generating alternatives. The alternative evaluation will also consider facilities which will allow for greatest utilization of local labor during facility construction, operation, and maintenance;
3. environmental data and analysis in accordance with 31 TAC §363.14 or 31 TAC §375.35, as determined by the Executive Administrator, by and through the Coordinations Meetings hereinafter provided for, to be applicable to potential funding;
4. a water conservation and emergency water shortage plan for the COUNTY and an explanation of how water conservation will be incorporated into the provision of adequate water and wastewater facilities both to and in dwellings in the economically distressed area;
5. documentation of consultation with residents of the economically distressed area to determine the most economical solution in coordination with social or environmental factors, evidence of individual user commitment to utilize the facilities, and documentation of public consent for the construction of water and wastewater facilities to serve the economically distressed area;
6. documentation of the number of dwellings occupied on June 1, 1989, and number of dwellings to be served by the project within the facility engineering area and the economically distressed area;
7. a description of the proposed facilities, including an identification of any existing facilities to be acquired, replaced, enlarged, or improved;
8. preliminary engineering design data;
9. detailed construction cost estimates for each segment of construction, estimates of the operation and maintenance costs for the recommended facilities, and a separate calculation of both construction and operation and maintenance costs on a per dwelling basis. Separate costs for the dwelling rehabilitation needed to allow use of the water and wastewater facilities shall also be provided;
10. an analysis and explanation of the effect on the existing system capacity including estimated water usage and wastewater flows for the project area, percentage of total existing water and/or sewer capacity that will be used to serve the economically distressed areas and non-economically distressed areas; and the historical cost to construct the system capacity, by source of funds;
11. a detailed implementation schedule for designing, permitting, financing, and constructing the facilities, and for any other major milestones. If the project is to be phased,

major milestones, costs and descriptions for each component and segment of the project shall be provided;

12. details or drafts of any proposed interlocal agreement or other agreements or contracts needed to implement the project;

13. a determination of the amount of funds available from federal, state, local, and private organizations for plans and specifications, project construction, and operation of the recommended facilities;

14. a user charge system, including the analysis of a distressed areas water financing fee;

15. a determination of the feasibility of financing water or wastewater services by creating a conservation and reclamation district.

**B. Preparation and Payment for Facility Engineering Plan.** Attached hereto as Attachment B and incorporated as if fully set forth herein is a list of the anticipated cost for performance of each of the fifteen tasks enumerated in this subsection. The PARTIES understand and agree that the total cost of the preparation of the facility engineering plan shall not exceed the total cost set forth on Attachment B; and further, the PARTIES agree that the total cost of the preparation and performance of each enumerated task in this Article I, Section A, shall not exceed the cost associated and identified on Attachment B by the paragraph number from Article I, Section A.

1. Contractor selection. The COUNTY shall hire and employ a qualified independent contractor to perform all the facility engineering tasks identified in Article I, Section A of this Agreement; provided, however, the COUNTY may perform, as limited by the terms of this Agreement, certain facility engineering tasks as part of the contribution of the COUNTY to the costs of the performance of the facility engineering plan under this Agreement. Selection of the contractor by the COUNTY shall be carried out pursuant to the Professional Services Procurement Act, Texas Government Code Annotated, Section 2254.001 Et. Seq. (Vernon Supp. 1994). The BOARD shall review any contract of the COUNTY for which the COUNTY may seek reimbursement under this Agreement prior to execution. The BOARD may request, and the COUNTY shall include, if so requested any revisions the BOARD deems necessary to such subcontract.

2. Contractor payment. The COUNTY shall be solely responsible for all payments made to, as well as the terms and conditions of the contract with, the contractor employed by the COUNTY for the performance of the facility engineering plan tasks, subject to the following:

a. The COUNTY understands and agrees that the BOARD shall reimburse the COUNTY, subject to the provisions of Article 2 of this Agreement, for up to 87.5% of all actual cash and in-kind services expended by the COUNTY to prepare or have prepared the facility engineering plan as identified in Article I Section A of this Agreement; provided, however, that in no event shall the contribution of the BOARD exceed the amount of \$312,475.00.

b. The COUNTY shall contribute, in either direct cash payments or in the performance of in-kind services, 12.5% of all actual cash and in-kind services up to \$357,114.00 expended by the COUNTY preparation of the facility engineering plan as identified in Article I, Section A of this Agreement and 100% of all costs for the preparation of the facility engineering plan above \$357,114.00; provided, however, that the COUNTY is required to contribute in cash an amount to be determined by the COUNTY but that shall in no event be less than 0% of the total expense of the performance of the facility engineering tasks required by this Agreement.

All contract payments shall be made in accordance with the Texas Government Code Annotated, Section 2251.001 Et. Seq. (Vernon Supp. 1994).

C. Reports and Meetings

1. Monthly Reports. The COUNTY shall deliver to the BOARD monthly reports which shall be in letter form and contain, at a minimum, the following information:

- a. A brief description of the overall progress since the last report, including each task performed and the percentage of total completion of each and every task;
- b. Total expenditure to date of each and every task and total reimbursement of each task to date by the BOARD;
- c. Total value by task of in-kind service to date claimed by the COUNTY;
- d. A description of any problems that have been encountered during the reporting period that may affect the facility engineering plan or may inhibit the completion of or cause a change in any objectives, products, or costs of the facility engineering plan;
- e. A description of actions, if any, the contractor intends or proposes to take to correct all problems identified in subparagraph d above;
- f. Any perceived or anticipated changes in the schedule, product, objective, or cost identified or stated in this Agreement.

2. Coordination Meetings. A coordination meeting will be held two months after the initial work is started under this contract, and at other appropriate times as requested by either party hereto, to discuss the status of the plan. The COUNTY shall confer with the BOARD on all significant decisions related to determining the task in drafting the facility engineering plan as set forth herein. The COUNTY and the BOARD will jointly make decisions on identification of alternatives, selection of a recommended alternative, and the method and timing of implementation.

3. Final Report. The COUNTY shall prepare a comprehensive report that incorporates all facility engineering tasks outlined above. A minimum of five draft copies of this report shall be delivered to the BOARD not later than April 30, 1996. The BOARD shall return the draft report, together with review comments, not later than May 31, 1996. The COUNTY shall incorporate all changes requested by the BOARD and submit such final report, being the final facility engineering plan, to the BOARD by June 30, 1996. Twelve copies of such final report shall be delivered to the BOARD prior to June 30, 1996. This deadline may be extended only in writing by the Executive Administrator of the BOARD. The COUNTY, and any contractors shall be available for brief presentations of results as set forth in the final report as required by the Executive Administrator of the BOARD.

D. Records. The COUNTY, and any of its contractors or subcontractors, shall maintain financial accounting documents and records that are acceptable to the BOARD. All books, documents, papers, and records of the COUNTY that are directly pertinent to this Agreement shall be made available for audit, examination, excerpt, and/or transcription by the staff of the BOARD. Accounting by the COUNTY, its contractors, or subcontractors shall be in a manner consistent with generally accepted accounting procedures. All records will be retained for a minimum period of three (3) years, and records shall be retained beyond the three (3) years if litigation, a claim, or an audit is in process or if audit findings are not resolved. The three-year period shall begin upon final completion of the release of the funds retained by the BOARD pursuant to Article II, Paragraph C.3.

## ARTICLE II. BOARD OBLIGATIONS

In consideration of the performance of the mutual agreements set forth in this Agreement, the BOARD, by and through its designated and authorized representatives or employees, agrees as follows:

A. Compensation. The BOARD shall reimburse the COUNTY, in accordance of the terms of this Agreement, for 87.5% of all actual cash and in-kind services expended by the COUNTY in performance of the facility engineering tasks identified in Article I Section A of this Agreement, provided however that in no event shall the contribution of the BOARD exceed the amount of \$312,475.00.

B. Definitions. For the purpose of this article, the definitions of the following terms used herein shall be as follows:

1. *Labor Cost* is defined as the cost of wages of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to the project.

2. *Fringe Costs* are defined to include social security contributions, unemployment excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

3. *Overhead Costs* are defined as those costs incurred by the prime contractor and subcontractors in maintaining a place of business and performing professional services similar to those specified in this Agreement. These expenses shall be limited to the following:

- a. Indirect labor cost, including that portion of the labor cost of principals and executives that is allocable to general supervision;
- b. Indirect labor fringe benefits;
- c. Accounting and legal services related to normal management and business operations;
- d. Travel costs incurred in the normal course of overall administration of the business;
- e. Equipment rental;
- f. Depreciation of furniture, fixtures, equipment, and vehicles;
- g. Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations
- h. Other insurance;
- i. Rent and utilities; and
- j. Repairs and maintenance of furniture, fixtures, and equipment.

4. *Travel and Subsistence Expenses* are defined as those costs associated with travel actually paid by the COUNTY and which shall be identified by the name of the employees engaged in the travel, date(s) of travel, work location traveled to, time period at work location, copies of tickets and other receipts, and itemization of subsistence expenses of each person, limited, however, to the amounts of travel expense authorized for state employees by General Appropriations Act, 1993 Texas Session Laws, Ch. 1051, Art. IV, Sections 13 and 14, or as may hereinafter be amended or superseded.

C. Method of Payment. Before the BOARD is obligated to reimburse the COUNTY for any expense incurred by the COUNTY pursuant to the terms of this Agreement, the COUNTY shall submit a Request for Payment, no more frequently than once in a thirty day period, to the BOARD. Each Request for Payment shall include

1. An Invoice which shall include the following information:

a. The amount of reimbursement requested for services performed by the independent contractor. The Invoice shall identify the facility engineering task from Article I, Section A, of this Agreement by paragraph number together with a brief description of the work performed, the percentage of completion for each such task, the amount of time taken to perform such work per task, the names of individuals performing the task and amount of time worked by each individual, a total cost figure for each expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction; the amount charged the COUNTY by the contractor for each task, the total amount of compensation requested by the contractor for work performed during the Invoice period, and the total amount paid by the COUNTY for the work performed. Attached to the invoice submitted by the COUNTY shall be the invoice submitted by the contractor to the COUNTY and evidence of actual payment, satisfactory to the Executive Administrator of the BOARD, by the COUNTY to the contractor.

b. The amount of in-kind services claimed by the COUNTY for the period covered by the Invoice. For all in-kind service claimed by the COUNTY, the Invoice shall identify the facility engineering task from Article I, Section A, of this Agreement by paragraph number together with a brief description of the work performed, the percentage of completion for each such task, the amount of time taken to perform such work per task, the names of individuals performing the task and amount of time worked by each individual, a total cost figure for each direct expense category including labor, fringe, overhead, travel, communication and postage, technical and computer services, expendable supplies, printing and reproduction; the value claimed as in-kind service by the COUNTY for each task, and the total value claimed by the COUNTY for the work performed.

2. A Progress Report which shall contain all the information contained in the monthly report required pursuant to Article I, Section C, paragraph 1. For any given calendar month in which a Request for Payment is submitted accompanied by a Progress Report, no monthly report is required; and

3. A State Purchase Voucher, forms of which shall be provided by the BOARD, which shall identify the amount of reimbursement that is required of the BOARD pursuant to the terms of this paragraph and which shall reference and be accompanied by an Invoice. The amount that the BOARD shall pay shall equal the total amount identified by the Invoice less the amount claimed by the COUNTY for in-kind services, if any, and less the required local cash contribution. The required local cash contribution shall be determined by the COUNTY but in no event shall the local cash contribution be less than 12.5% of the total invoice amount. The PARTIES agree and understand that the BOARD shall retain 5% of the amount due from the BOARD as identified in each and every Request for Payment until the BOARD notifies the COUNTY of the acceptance by the BOARD of a final report submitted and approved as provided by this Agreement. Upon acceptance of the final report by the BOARD, the BOARD shall remit all sums retained pursuant to this provision to the COUNTY. All contract payments shall be made in accordance with the Professional Services Procurement Act, Texas Government Code Annotated, Section 2254.001 Et. Seq. (Vernon Supp. 1994).

### ARTICLE III. - GENERAL PROVISIONS

A. Notices. All notices or requests required or permitted to be given under this Agreement shall be in writing and addressed as set forth below (or to such other address as either party may designate by like notice), and shall be given by personal delivery, transmitted by facsimile, or by United States mail, postage prepaid, to the addresses of the parties shown below. Notice shall be effective when received by the party to be notified.

Texas Water Development Board	Honorable John L. Hyden
Attn: Fernando Escarcega	Sabine County
1700 North Congress	P.O. Box 716
Austin, Texas 78704	Sabine, Texas 75968
Ph (512) 475-2068	Ph (409) 787-3543
Fax No. (512) 475-2053	

B. Insurance, License, and Permits. For the purpose of this Agreement, the COUNTY shall be considered an independent contractor and, therefore, solely responsible for liability resulting from negligent acts or omissions. The COUNTY shall obtain necessary insurance in the judgement of the COUNTY to protect itself, the BOARD, and employees and officials of the BOARD from liability arising out of the Agreement. The COUNTY shall indemnify and hold the BOARD and the State of Texas harmless, to the extent that the COUNTY may do so in accordance with State law, from any and all losses, damages, liability or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the COUNTY, its agents, employees, servants, or representative arising out of activities under this Agreement. The COUNTY shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the COUNTY to perform the subject work.

C. Modification and Waiver. This Agreement constitutes the entire agreement between the BOARD and the COUNTY and no prior written or prior or contemporaneous oral promises or representations shall be binding as to either party. No modification of any provision of this Agreement shall be effective unless such modification is in writing and signed by authorized

representatives of each party and is expressly stated to be a modification of this Agreement. The failure of either party to insist upon the strict performance of any of the terms, provisions or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term, provision or condition or any other term, provision, or condition.

D. Extensions. The parties agree that upon sixty (60) days notice, the COUNTY may request an extension of any of the time periods set pursuant to the terms of this Agreement. The parties further agree that the Executive Administrator of the BOARD, in his sole discretion can grant or deny such requested extensions.

E. Titles. The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of this Agreement are intended strictly for the convenience of the PARTIES and shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself.

F. Patents, Copyright, and Publications. The COUNTY may apply for patents or copyrights on any material, data, or discoveries made through the any work performed pursuant to the terms of this Agreement. If the COUNTY does not wish to make the application, the BOARD may request and receive title to said material, data, or discovery. If the COUNTY or any contractor, performing any tasks of this Contract on behalf of the COUNTY, receives a patent or copyright, the State of Texas and its political subdivisions shall be entitled to an irrevocable, non-exclusive, royalty-free license to use the material, data, or discovery for governmental proposes. The State of Texas and its political subdivisions reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the copyright in any work developed under this Contract and any rights of copyright to which the COUNTY purchases ownership with money provided under this Contract. The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services to the BOARD under this Agreement.

G. Non-Performance. In the event that the COUNTY fails to complete the preparation of the facility engineering plan according to the work task budget, other than for lack of funding from the BOARD as provided herein or force majeure, or upon the failure to complete any other terms or conditions of this Agreement, the BOARD shall notify the COUNTY of the identified deficiency. The COUNTY shall complete said facility plan or notify the BOARD of the method by which the COUNTY shall complete said facility plan or notify the BOARD of the method by which the COUNTY shall complete the term or condition as notified by the BOARD within thirty (30) days of the notice from the BOARD. If the BOARD, in its sole discretion, determines that the actions of the COUNTY are inadequate to complete the facility plan or otherwise complete the terms or conditions as notified, the COUNTY shall repay to the BOARD all funds provided to the COUNTY by the BOARD pursuant to the terms of this Agreement.

H. Termination. This Agreement may be terminated at any time by the BOARD said termination to be effective thirty (30) days after the delivery of notice of the intent to terminate to the COUNTY. Upon receipt of such notice, the COUNTY shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Agreement. The COUNTY shall submit a statement showing in detail the work performed and any payments made by the COUNTY to any contractor pursuant to the terms



of this Agreement prior to the date of termination. The BOARD shall then pay to COUNTY promptly that portion of the prescribed fee which applied to the work actually performed and paid for by the COUNTY under this Agreement, less all payments that have previously been made by the BOARD. Thereupon, copies of all completed work accomplished under this Agreement shall be delivered to the BOARD.

The BOARD may issue a Stop Work Order to the COUNTY at any time. Upon receipt of such order, the COUNTY is to discontinue all work under this Agreement and cancel all orders pursuant to the Agreement, unless the order directs otherwise. If the BOARD does not issue a Restart Order within sixty (60) days after receipt by the COUNTY of the Stop Work Order, the COUNTY shall regard this Agreement terminated in accordance with the foregoing provisions.

I. Law. The validity, operation and performance of this Agreement shall be governed and controlled by the law of the State of Texas, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the law of said State. Venue for any proceeding brought for any breach of this Agreement involving the BOARD shall be in Travis County, Texas.

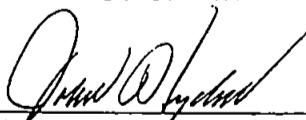
J. No Debt Created. Each party agrees and understands that the State of Texas by this Agreement is not lending its credit to any entity nor in any other manner creating a debt on behalf of the State of Texas.

K. Severance. Should any one or more provisions of this Agreement be held to be null, void, voidable, or for any reasons whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement which shall remain of full force and effect.

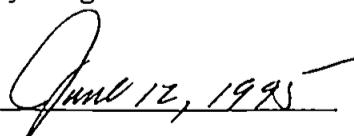
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed. The term of this Agreement shall begin on April 20, 1995.

COUNTY OF SABINE

TEXAS WATER DEVELOPMENT BOARD

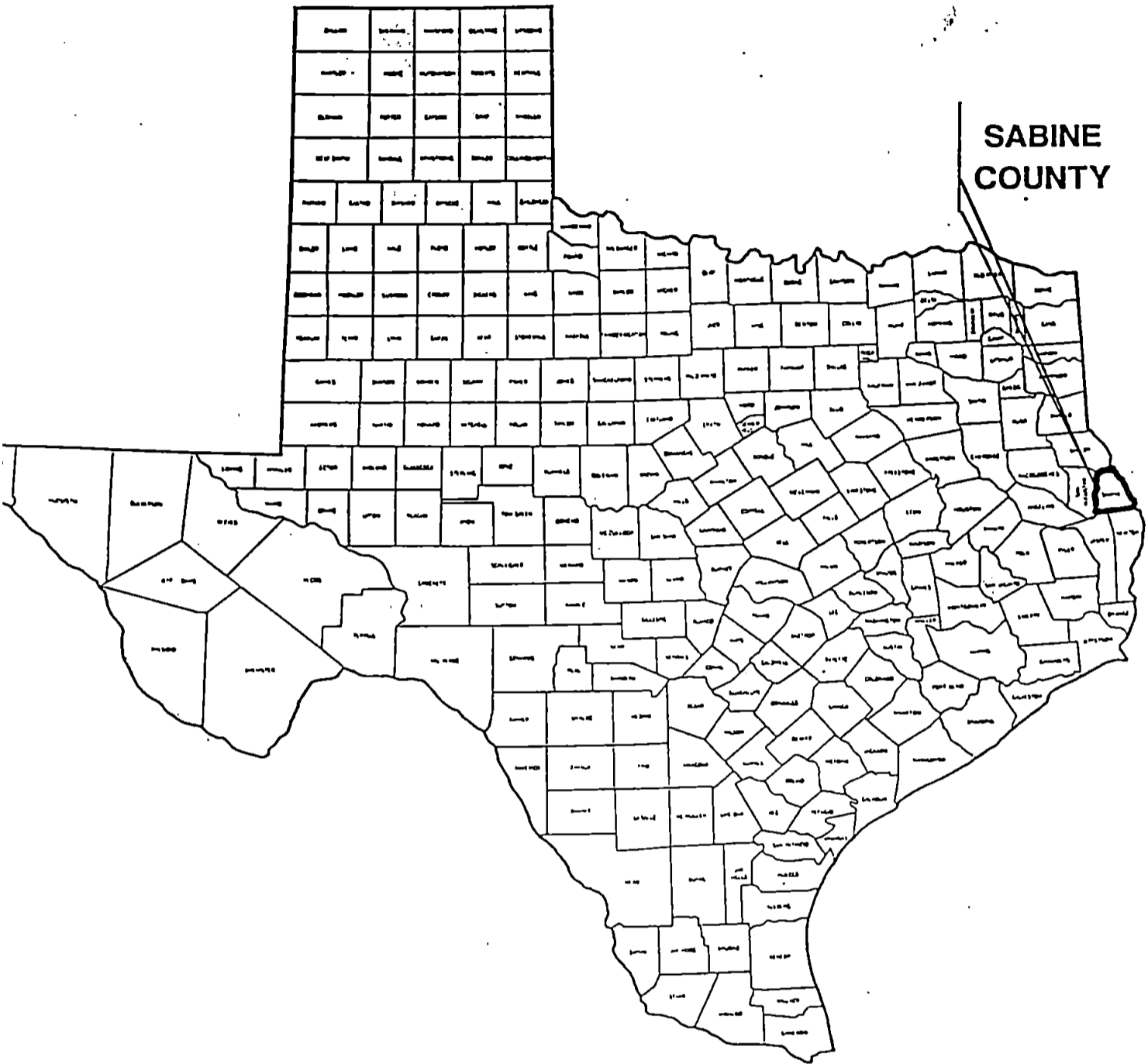
By   
John L. Hyden  
County Judge

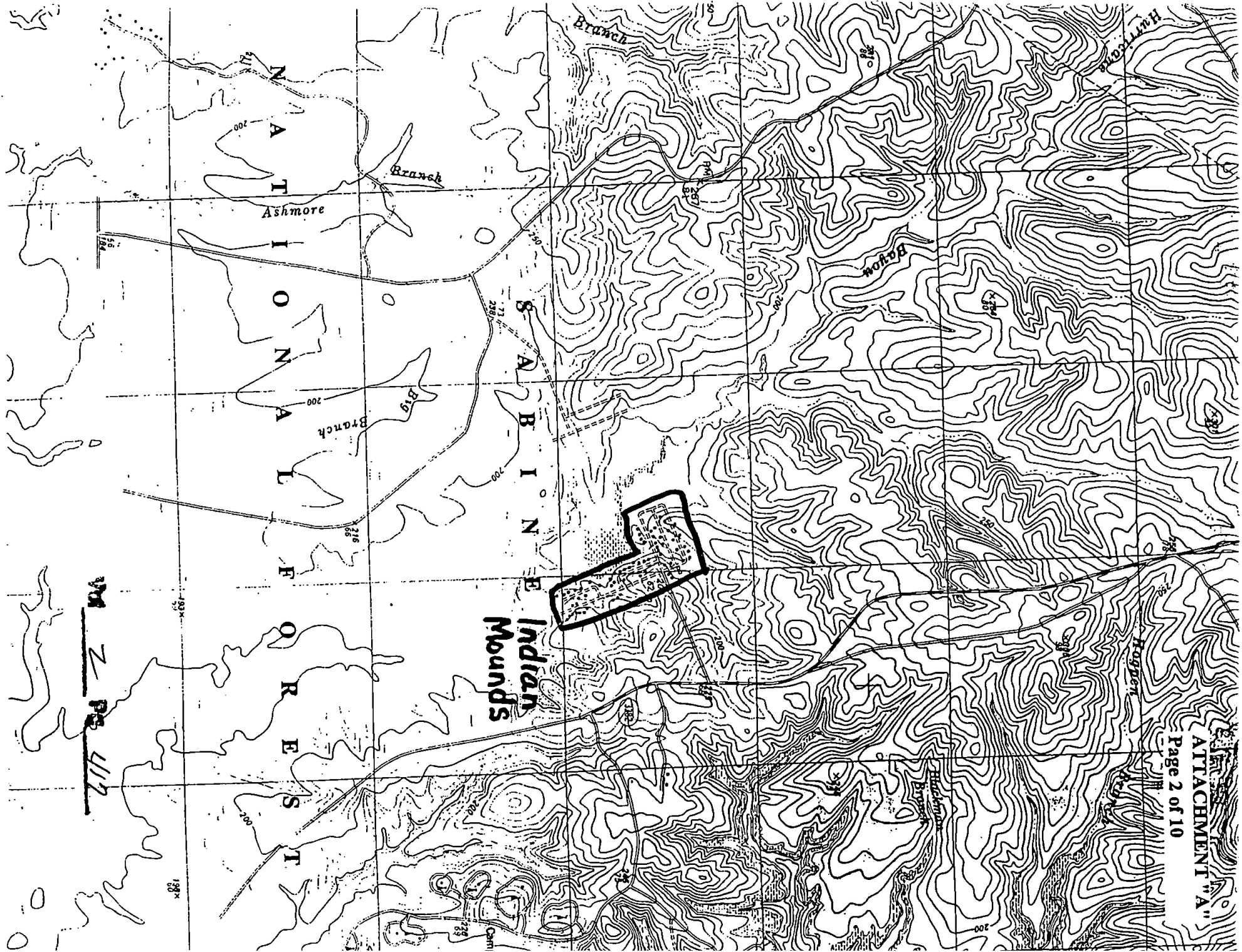
By \_\_\_\_\_  
Craig D. Pedersen  
Executive Administrator

Date: 

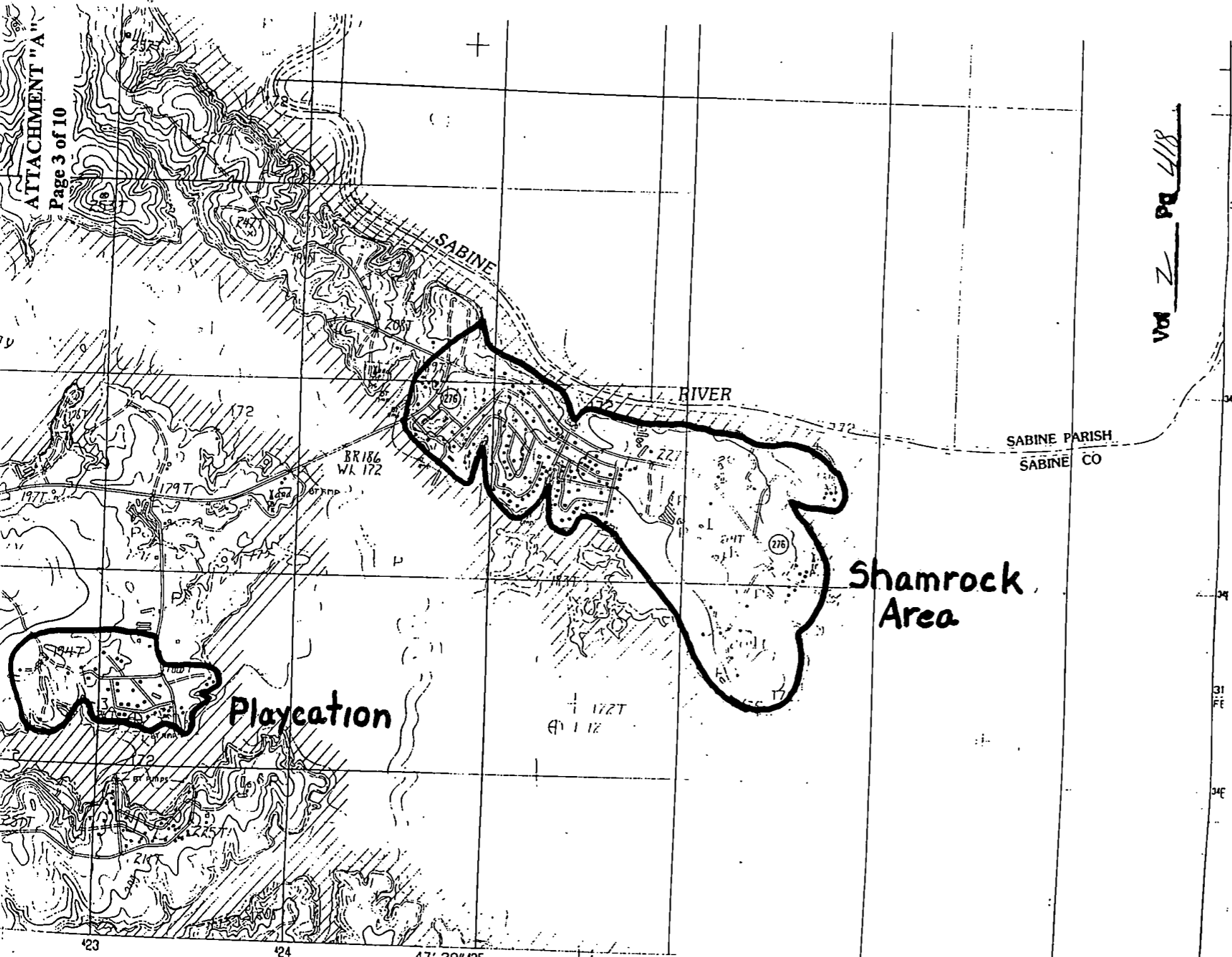
Date: \_\_\_\_\_

Vol. 2 Pg. 415





ATTACHMENT "A"  
Page 2 of 10



Vol 2 PA 118

Playeation

Shamrock Area

SABINE PARISH  
SABINE CO

SABINE

RIVER

BR 186  
WK 172

179T

276

172T  
172

423

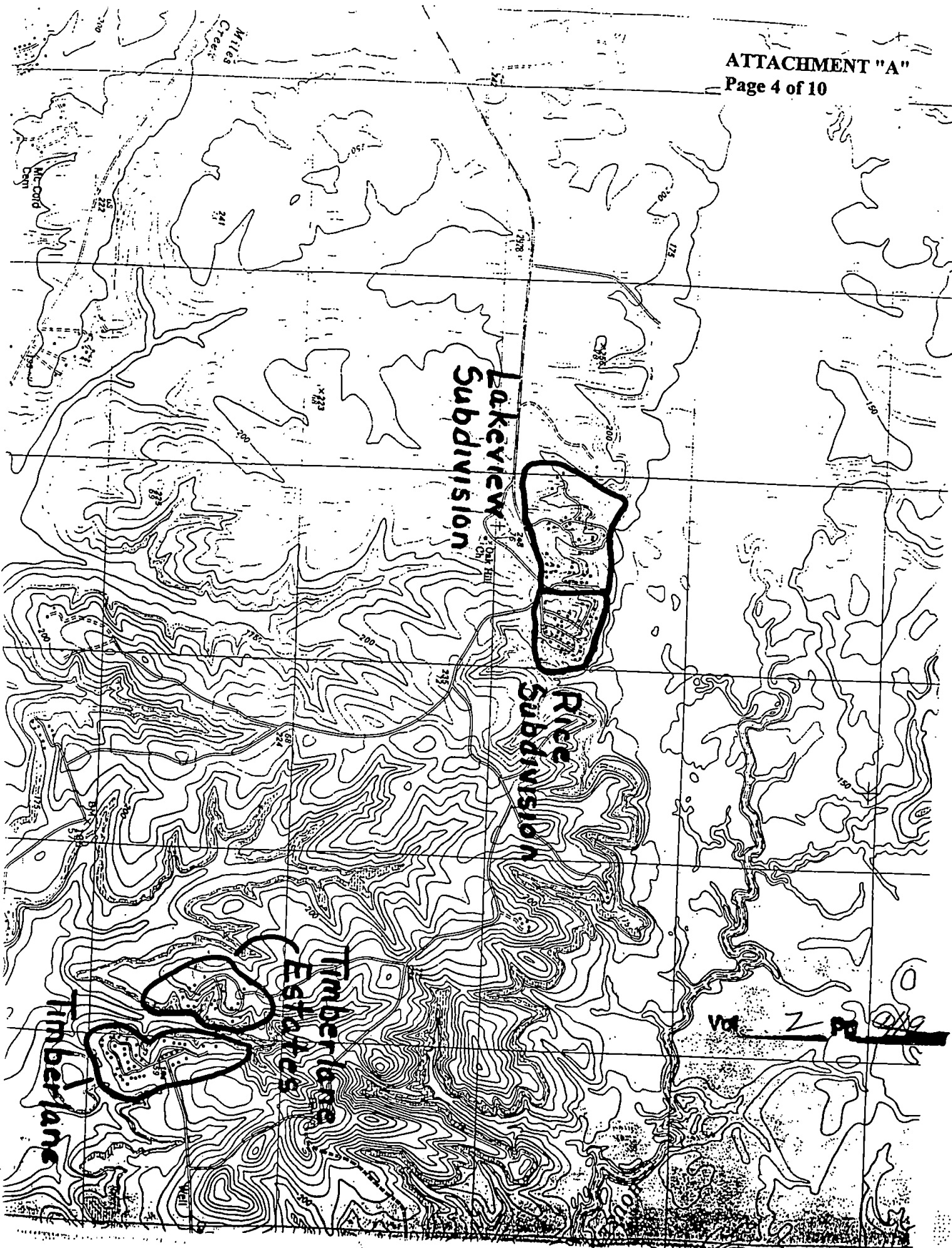
424

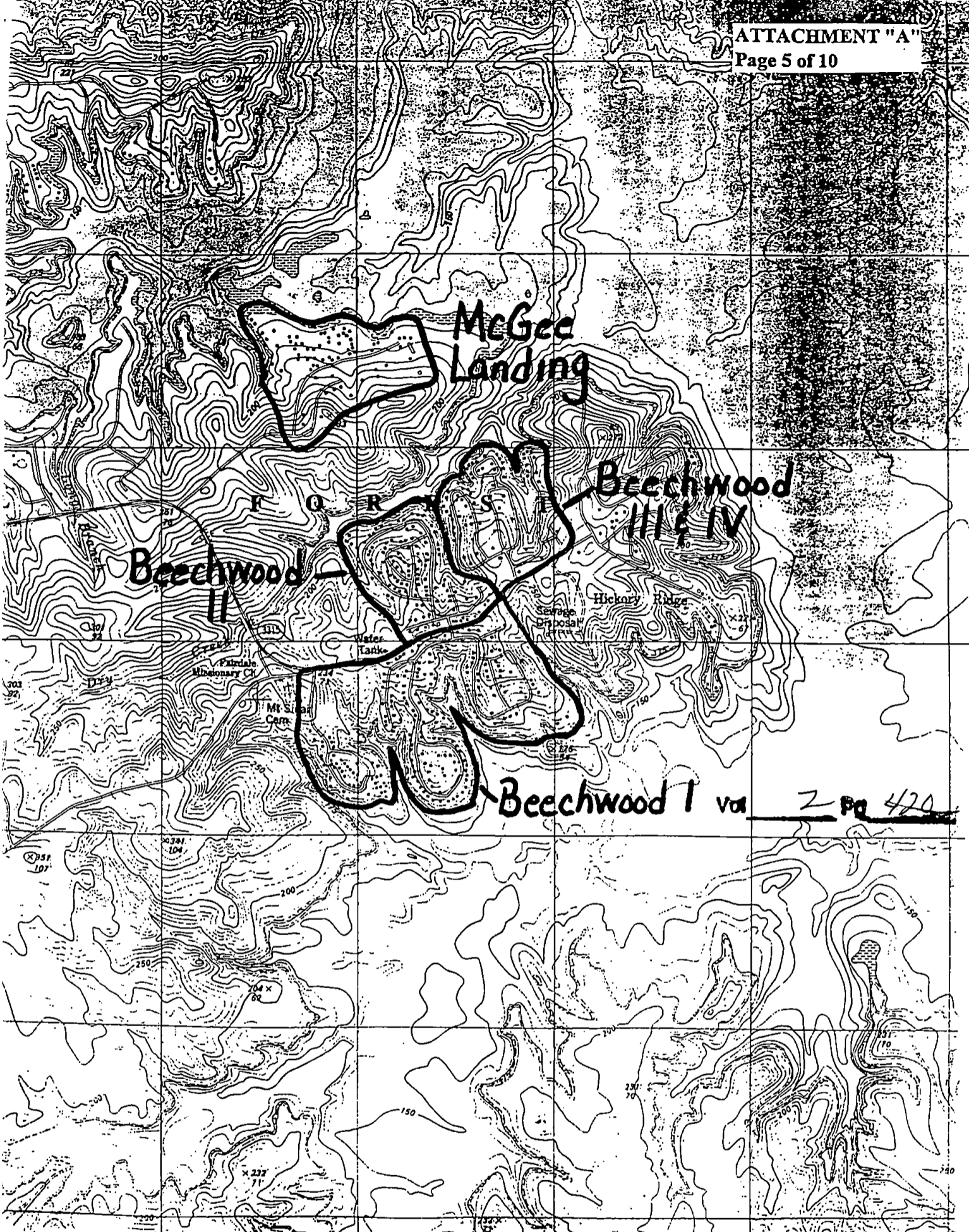
425

426

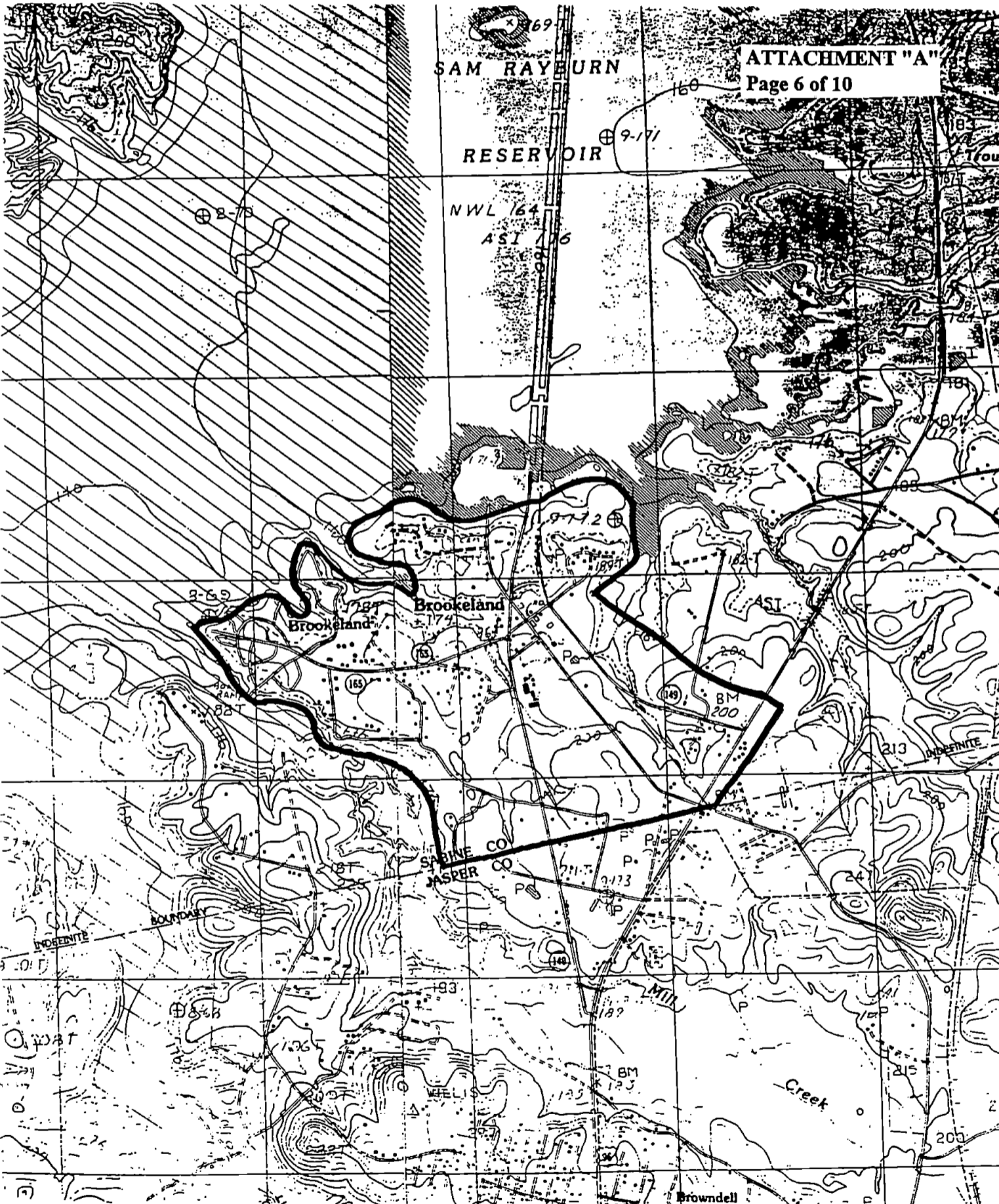
31  
FE

34





Beechwood I via 2 Pg 420



SAM RAYBURN  
RESERVOIR

ATTACHMENT "A"  
Page 6 of 10

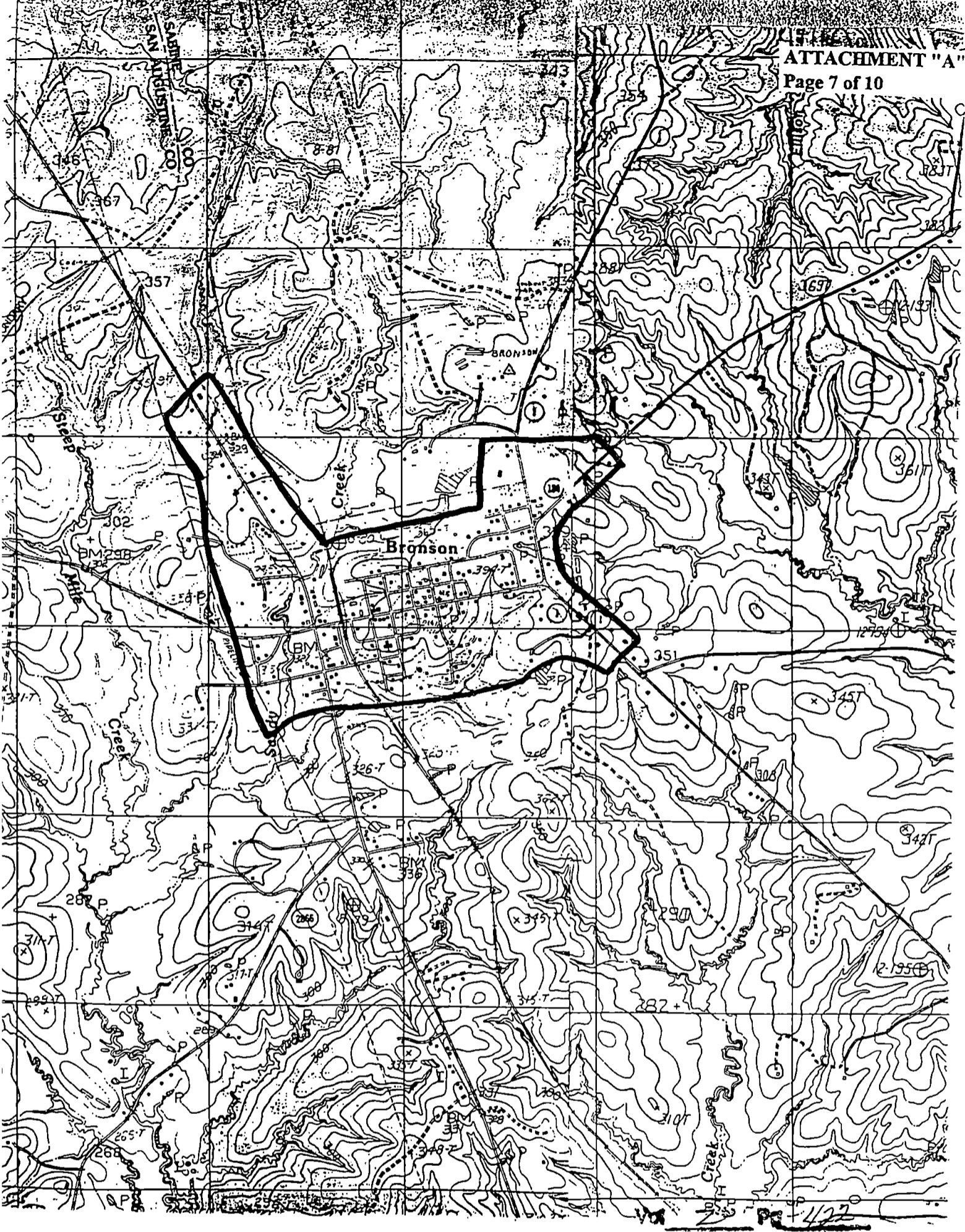
NWL 64  
ASI 76

Brookeland

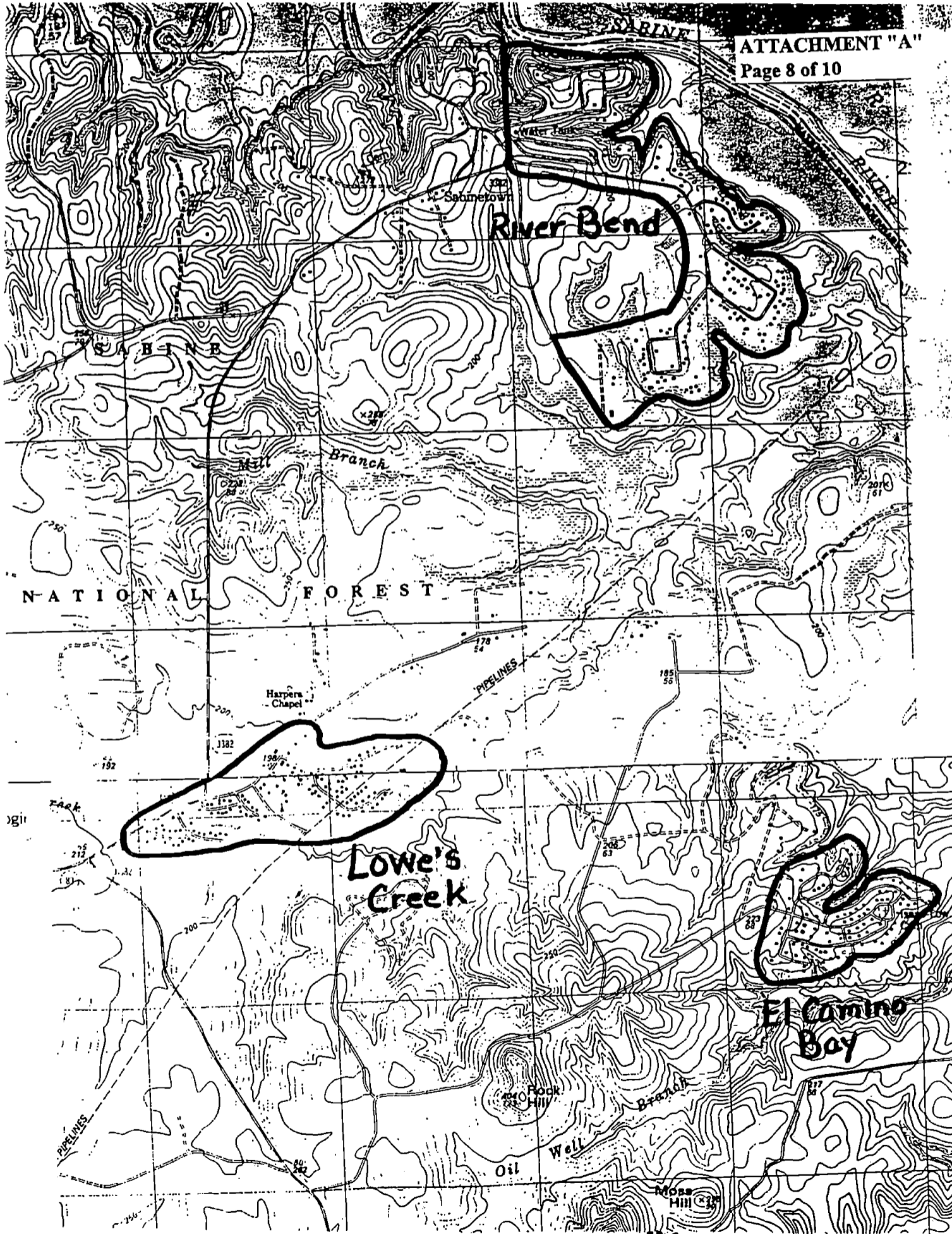
SPRING CO  
JASPER CO

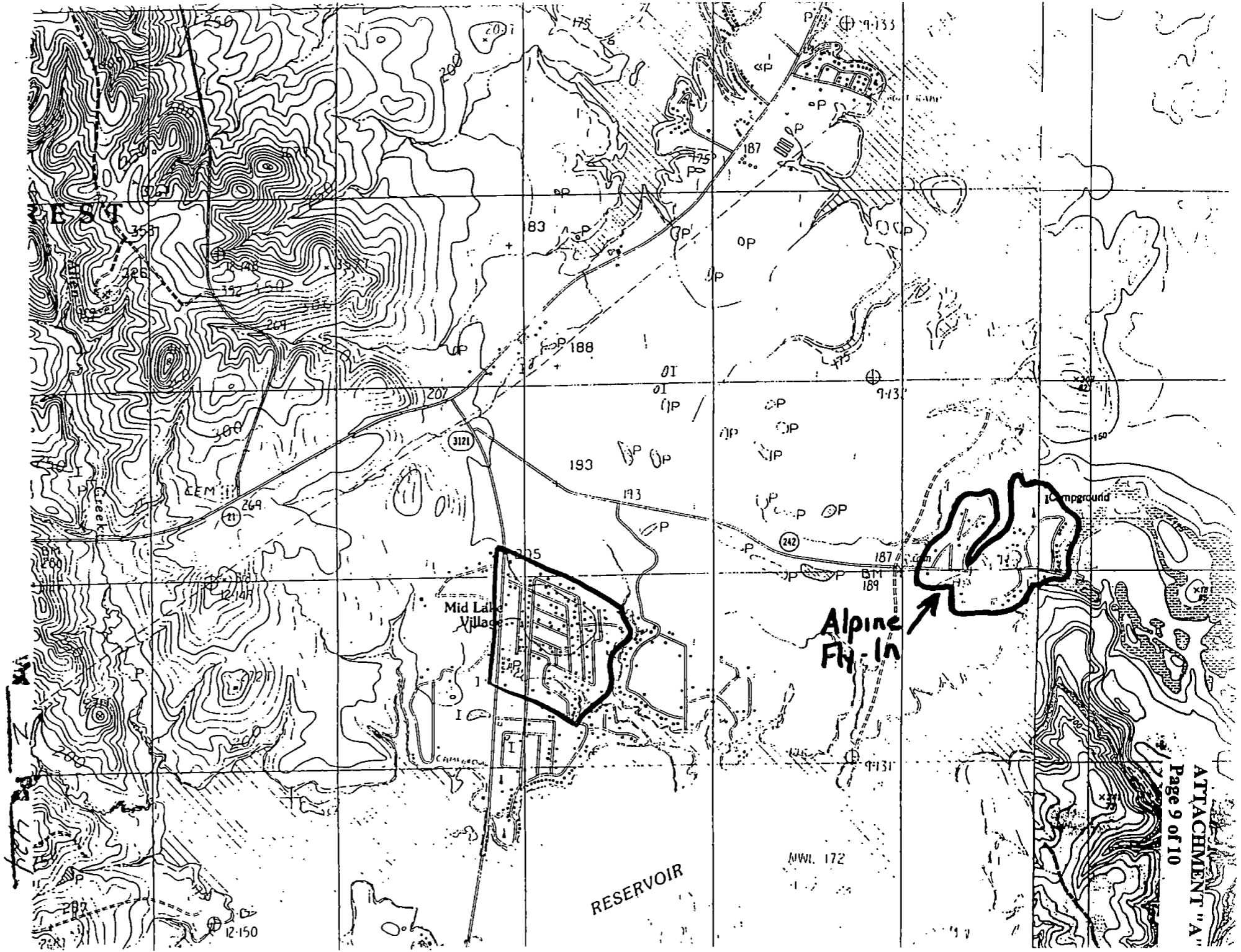
Creek

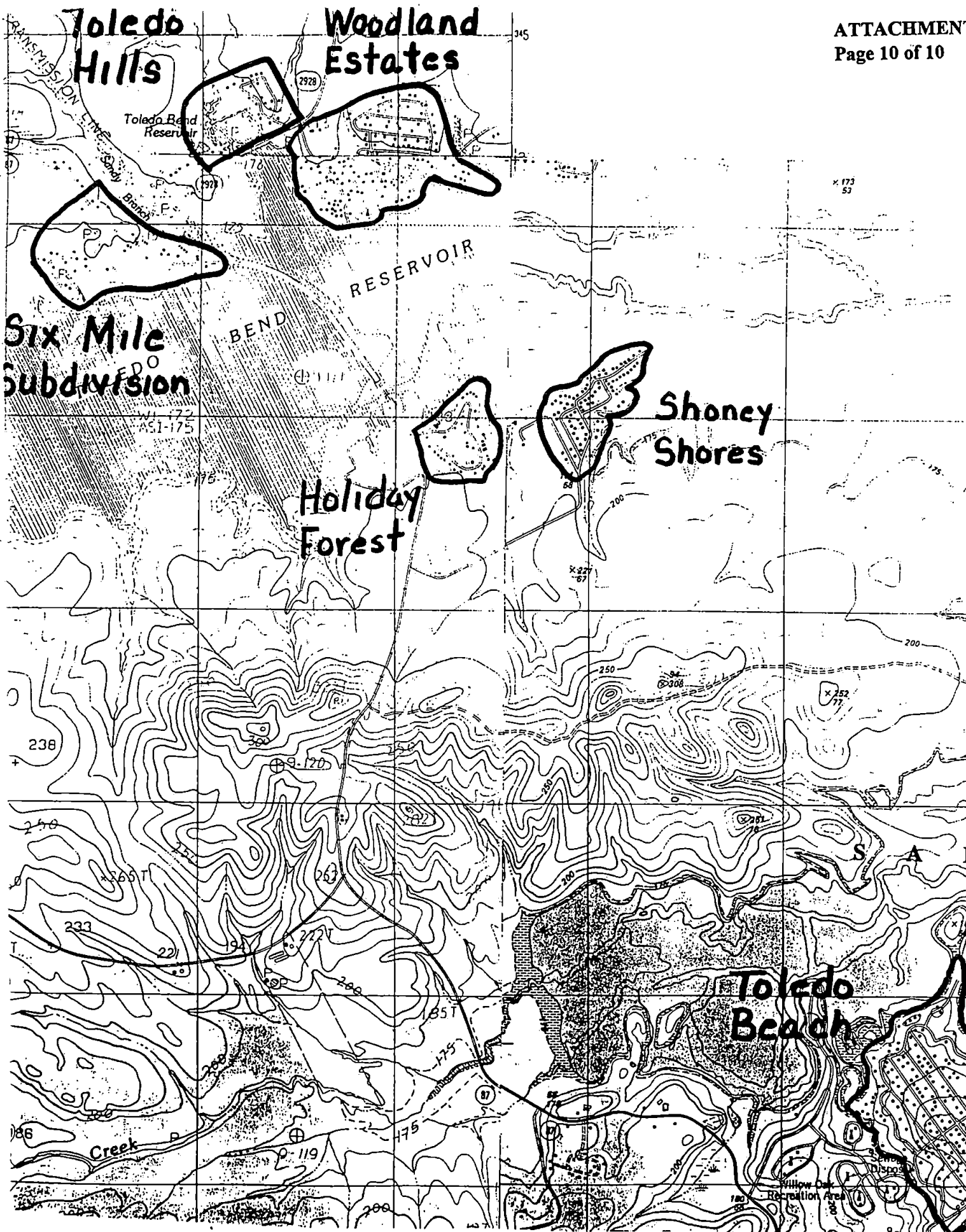
Browndell











**ATTACHMENT B**

**WORK TASK BUDGET**  
**PROJECT: Sabine County**

TASK	DESCRIPTION	LOCAL MATCH	ENGINEERING CONTRACT	TOTAL
1.	Analyze Problem	\$5,272.00	\$55,693.00	\$60,965.00
2.	Analyze Alternatives	\$2,000.00	\$70,990.00	\$72,990.00
3.	Environmental	\$5,000.00	\$52,500.00	\$57,500.00
4.	Water Conservation Plan	\$2,000.00	\$11,500.00	\$13,500.00
5.	Consult with Residents	\$8,917.00	\$1,640.00	\$10,557.00
6.	Housing Occupancy	\$13,617.00	\$0.00	\$13,617.00
7.	System Description		\$25,877.00	\$25,877.00
8.	Design Data	\$500.00	\$24,500.00	\$25,000.00
9.	Cost Estimates	\$707.00	\$18,575.00	\$19,282.00
10.	System Capacity Data	\$400.00	\$26,300.00	\$26,700.00
11.	Project Schedule		\$6,500.00	\$6,500.00
12.	Alternative Funds		\$4,700.00	\$4,700.00
13.	User Charge System	\$2,500.00	\$6,000.00	\$8,500.00
14.	Interlocal Agreement	\$3,000.00	\$5,000.00	\$8,000.00
15.	208 Coordination	\$726.00	\$2,700.00	\$3,426.00
		\$44,639.00	\$312,475.00	\$357,114.00

Total Project Budget	\$357,114.00
Less In-Kind (12.5%)	\$44,639.00
Engineering Subcontract	\$312,475.00
Less Cash Match	\$0.00
TWDB Grant (87.5%)	\$312,475.00

**EXPENSE BUDGET**  
**PROJECT: Sabine County**

<b>ENGINEERING SUBCONTRACT</b>	
Salaries and Wages	\$117,933.00
Fringe Benefits	\$33,130.00
Travel	\$21,073.00
Expendable Supplies	\$5,905.00
Technical Data	\$4,473.00
Communications	\$4,528.00
Reproduction/Supplies	\$7,500.00
Overhead/Indirect Cost	\$117,933.00
<b>TOTAL ENGINEERING SUBCONTRACT</b>	<b>\$312,475.00</b>

VMS 2 PG 4/26

ATTACHMENT D

STATE OF TEXAS  
COUNTY OF SABINE

PROFESSIONAL ENGINEER SERVICES CONTRACT

This is a Contract between the County of Sabine, Texas (COUNTY), acting through its County Judge, and The Hogan Corporation (ENGINEER), acting herein by Robert E. Hogan, P.E., President.

WHEREAS, the COUNTY desires to engage ENGINEER to render certain technical and professional services necessary to perform facility planning to provide water and wastewater services to the following areas:

BRONSON, BROOKELAND, AND TOLEDO BEND

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Work

ENGINEER agrees to perform the technical and professional services described in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional work orders.

2. Compensation

The COUNTY will pay ENGINEER for the technical services described in Exhibit "A", as outlined in Exhibit "A". ENGINEER agrees and understands that, notwithstanding any provision in this Contract to the contrary, payment of the compensation to ENGINEER by the COUNTY shall be dependent upon the COUNTY's receipt of funds from the Texas Water Development Board (TWDB) sufficient to pay all or a portion of the compensation required by this Contract from funds designated to be used to compensate ENGINEER. The COUNTY shall not be obligated to pay or be liable for the payment of any compensation until the COUNTY receives sufficient funds designated to be used to compensate ENGINEER under this Contract.

3. Method of Payment

- A. Compensation for work described in Exhibit "A" shall be based on the direct salary cost of ENGINEER'S personnel and subcontractors, plus reimbursement of all direct non-labor expenses. COUNTY shall pay ENGINEER its fees and expense based on the presentation by ENGINEER to COUNTY of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation confirming and verifying the accuracy of the fees and expenses. COUNTY shall then pay ENGINEER its fees and expenses within ten (10) days after the approval and payment of each monthly amount by the COUNTY, but in no event later than forty (40) days after presentation of the monthly statement by ENGINEER to COUNTY. COUNTY shall have sole discretion in the approval or disapproval of any compensation to ENGINEER. All personnel costs shall be calculated on an hourly basis. The hourly rates are described in Exhibit "A".
- B. ENGINEER shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included with the Scope of Services described in Exhibit "A". All such records shall be kept in the offices of the ENGINEER for a period of not less than five (5) years and shall be made available to the COUNTY for inspection or copying upon reasonable request.

4. ENGINEER'S Warranty

ENGINEER warrants that it shall provide professional engineering services under this contract in accordance with prudent professional engineering practices for the project of which this contract applies and shall give professional engineering consultations and advice to the COUNTY during the performance of the services under this contract.

5. Ownership of Documents

As part of the total compensation which the COUNTY has agreed to pay the ENGINEER for the professional services to be rendered under this Contract, ENGINEER agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by ENGINEER are and will remain the property of the COUNTY, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project, except as base material for possible future projects. The ENGINEER may retain reproducible copies of such documents. The COUNTY shall hold the ENGINEER harmless from any liability for the reuse of such plans and documents.

~~WA 2~~ 428

ATTACHMENT D

6. Insurance

- a. ENGINEER agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the COUNTY under this Contract in the following amounts:

Workmen's Compensation - Statutory

- b. ENGINEER also agrees to maintain Comprehensive General Liability, Comprehensive Automobile Liability Insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Comprehensive General Liability:

Personal injury and property damage - \$300,000 combined single each occurrence and \$300,000 aggregate

Comprehensive Automobile Liability for all vehicles: Bodily injury and property damage - \$300,000 combined single limits each occurrence

Umbrella Liability:

\$1,000,000

- c. ENGINEER shall add the COUNTY as additional insured on all required insurance policies. The Comprehensive General Liability and Umbrella Liability Policy shall be of an "occurrence" type policy. The Comprehensive General Liability shall include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to ensure contractual liability assumed by ENGINEER under Section 7, entitled Indemnification, and Completed Operations Liability Coverage for two (2) years after the last payment by COUNTY.
- d. ENGINEER shall furnish the COUNTY with an Insurance Certificate on the date this Contract is executed and accepted by the COUNTY which confirms that all required insurance policies are in full force and effect.

7. Indemnification

ENGINEER shall comply with the requirements of all applicable laws, rules, and regulation in connection with the services of ENGINEER and shall exonerate, indemnify and hold harmless the COUNTY, its officers, board members, commissioners, agents and

ATTACHMENT D

all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations. Without limitations, ENGINEER shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation and Income Tax Laws with respect to ENGINEER'S employees. ENGINEER shall indemnify and save harmless the COUNTY and the Project Areas and their officers, board members, commissioners, agents and employees, for the death of or injury to persons or for damage to property caused, or allegedly caused, by any willful acts, negligence, nuisance, or breach of any terms, warranty, or conditions of the Contract in connection with work performed or to be performed by the ENGINEER, its agents, servants, subcontractors, or employees, pursuant to this Contract or as a result of ENGINEER'S failure to use and employ reasonable skill and care befitting on the part of the COUNTY and the Project Areas. It is the expressed intention of ENGINEER that the indemnity in this paragraph is an indemnity to protect and indemnify the Project Areas and the COUNTY, its officers, board members, commissioners, employees and agents, from the consequences of their own negligence regardless of whether their respective negligence is the sole or concurring cause of the injury, damage or death.

8. Addresses for Notices and Communications

COUNTY

John L. Hyden  
County Judge  
P.O. Box 716  
Hemphill, Texas 75948  
Phone: (409) 787-3543

ENGINEER

Robert E. Hogan, P.E.  
President  
The Hogan Corporation  
12900 Preston Road, Suite 620  
Dallas, Texas 75230  
Phone: (214) 392-4600

All notices and communications under this Contract shall be mailed or delivered to the COUNTY and ENGINEER at the above addresses.



ATTACHMENT D

9. Successors and Assignments

The COUNTY and the ENGINEER each binds itself and its successors, executors, administration and assigned to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this paragraph, neither the COUNTY nor the ENGINEER shall assign, sublet or transfer its interest in the Contract without the written consent of the others. Nothing herein shall be construed as creating any personal liability on the part of any officers, board members, commissioner, employee or agent of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, ENGINEER shall fail to fulfill in timely and proper manner his obligations under this Contract, or if ENGINEER shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to ENGINEER of such termination and specifying the date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, survey, drawings, specifications, field notes, maps, models, photographs, and reports prepared by ENGINEER under this Contract shall become the property of the COUNTY, and ENGINEER shall be entitled to receive just equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by the COUNTY in its sole discretion. The method of compensation herein shall be as provided in Section 3.A. of this Contract.

Notwithstanding the above, ENGINEER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any intentional and/or negligent act or omission or any breach of the Contract by ENGINEER, and the COUNTY may withhold any payments to ENGINEER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from ENGINEER is determined.

ENGINEER agrees that the COUNTY shall have all rights and remedies afforded to them at law to recover any damages sustained by the COUNTY in connection with the work performed or to be performed by ENGINEER under the Contract. In the alternative, the COUNTY shall also have all rights and remedies afforded to them in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

The ENGINEER and COUNTY may terminate this Contract at any time by giving at least thirty (30) days notice in writing to each other. If the Contract is terminated by the COUNTY and/or ENGINEER as provided, the ENGINEER shall be compensated for time and expenses incurred up to the termination date if such compensation is approved by the COUNTY in its sole discretion. If this Contract is terminated due to the fault of ENGINEER, Section 10. hereof relative to termination shall apply. All finished and unfinished documents, data, studies, survey, drawings, specifications, field notes, map, models, photographs, and reports prepared by ENGINEER under this Contract shall become the property of the COUNTY, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by the COUNTY in its sole discretion. The method of compensation herein shall be as provided in Section 3.A. of this Contract.

Notwithstanding the above, ENGINEER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any intentional and/or negligent act or omission or any breach of the Contract by ENGINEER, and the COUNTY may withhold any payments to ENGINEER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from ENGINEER is determined.

ENGINEER agrees that the COUNTY shall have all rights and remedies afforded to them at law to recover any damages sustained by the COUNTY in connection with the work performed or to be performed by ENGINEER under the Contract. In the alternative, the COUNTY shall also have all rights and remedies afforded to them in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy of any other right or remedy allowed at law or in equity.

12. Changes

The COUNTY may, from time to time, request changes in the scope of services of ENGINEER to be performed hereunder. Such changes, including any increase in the amount of ENGINEER'S compensation, which are mutually agreed upon by and between the COUNTY and ENGINEER, shall be incorporated in written amendments to this Contract.

13. Reports and Information

ENGINEER, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as the COUNTY may request pertaining to the work

## ATTACHMENT D

or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Under Article 6252-16 of the Revised Civil Statutes of Texas, no person shall, on the grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the ENGINEER and the COUNTY.

15. Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein, and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application by either party.

16. Entire Agreement

This Contract constitutes the entire agreement and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Contract shall not be deemed a waiver of, or in any way affect, that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof of any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representatives, conditions and warranties made by ENGINEER under this Contract are of the essence of this and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the

ATTACHMENT D

COUNTY, whether delivered at the time of the execution or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event the COUNTY shall be prevented from completing performance of its obligations under this Contract by an Act of God or other occurrence whatsoever which is beyond the control of the COUNTY, then the COUNTY shall be excused from any further performance of their respective obligations and undertakings.

21. Governing Law

This Contract is governed by the laws of the State of Texas, and all obligations of the parties under this Contract are performable in Sabine County, Texas.

22. Time for Performance

ENGINEER'S services described in Exhibit "A" shall be completed as outlined in Exhibit "A".

23. Attorney's Fees

If it is necessary for any party herein to file a cause of action at law or in equity against any other party due to: (a) a breach of this Contract by any other party and/or (b) any intentional and/or negligent act or omission by any other party arising out of this Contract, the non-defaulting party shall be entitled to reasonable attorney's fees and costs and any necessary disbursements in addition to any other relief to which it is entitled.

24. Cumulative Remedies

In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Agreement is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right of question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

ATTACHMENT D

EXECUTED in triplicate originals on this 12<sup>th</sup> day of June, 1995.

THE HOGAN CORPORATION

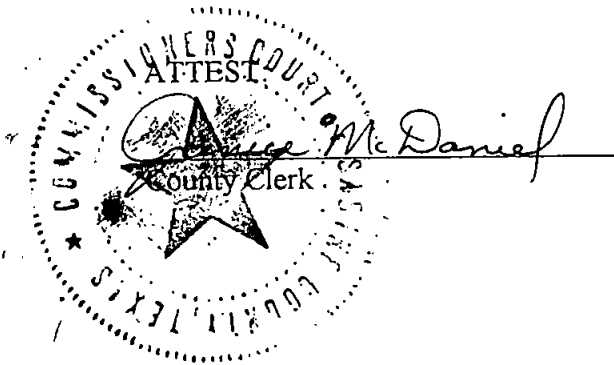
ATTEST:

Patricia Hogan  
Secretary

By: Robert E. Hogan, P.E.  
Robert E. Hogan, P.E.  
President

EXECUTED in triplicate originals on this 12<sup>th</sup> day of June, <sup>1995</sup>~~1994~~.

COUNTY OF SABINE, TEXAS



By: John L. Hyden  
John L. Hyden  
County Judge

COUNTY OF SABINE, TEXAS  
TOLEDO BEND AREA, PRECINCT NO. 1  
IN THE  
COUNTY OF SABINE, TEXAS

## Facility Plan

Task	Scope of Work	Engineering Fee
1.	Analyze Problems	\$14,000
2.	Analyze Alternatives	16,000
3.	Environmental	11,314
4.	Water Conservation Plan	2,640
5.	Consult w/Residents	1,207
6.	Housing Occupancy	2,263
7.	System Description	4,851
8.	Design Data	3,770
9.	Cost Projections	1,885
10.	System Capacity Data	3,395
11.	Project Schedule	1,131
12.	Alternative Funds	754
13.	User Charge System	1,885
14.	Interlocal Agreements	1,885
15.	208 Coordination	400
	Total Engineering Fee	\$67,380

Vol 2 Pg 436

EXHIBIT "A-2"

COUNTY OF SABINE, TEXAS  
TOLEDO BEND AREA, PRECINCT NO. 2  
IN THE  
COUNTY OF SABINE, TEXAS

Facility Plan

Task	Scope of Work	Engineering Fee
1.	Analyze Problems	\$25,178
2.	Analyze Alternatives	33,000
3.	Environmental	22,000
4.	Water Conservation Plan	3,000
5.	Consult w/Residents	0
6.	Housing Occupancy	0
7.	System Description	11,377
8.	Design Data	10,000
9.	Cost Projections	9,000
10.	System Capacity Data	13,700
11.	Project Schedule	2,000
12.	Alternative Funds	1,700
13.	User Charge System	1,500
14.	Interlocal Agreements	2,000
15.	208 Coordination	1,500
	Total Engineering Fee	\$135,955

COUNTY OF SABINE, TEXAS  
 BRONSON AND BROOKELAND AREAS, PRECINCT NO. 3  
 IN THE  
 COUNTY OF SABINE, TEXAS

Facility Plan

Task	Scope of Work	Engineering Fee
1.	Analyze Problems	\$6,000
2.	Analyze Alternatives	8,500
3.	Environmental	10,000
4.	Water Conservation Plan	3,500
5.	Consult w/Residents	0
6.	Housing Occupancy	0
7.	System Description	5,000
8.	Design Data	4,500
9.	Cost Projections	2,500
10.	System Capacity Data	3,000
11.	Project Schedule	1,500
12.	Alternative Funds	1,000
13.	User Charge System	1,500
14.	Interlocal Agreements	1,000
15.	208 Coordination	4,500
Total Engineering Fee		\$52,500

~~2~~ 438

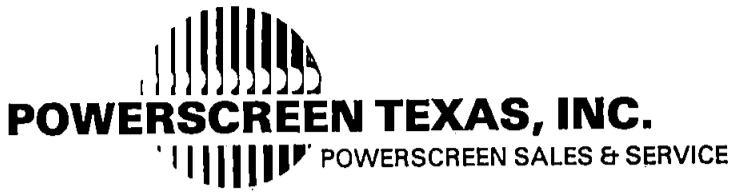


EXHIBIT "A-4"

COUNTY OF SABINE, TEXAS  
TOLEDO BEND AREA, PRECINCT NO. 4  
IN THE  
COUNTY OF SABINE, TEXAS

Facility Plan

Task	Scope of Work	Engineering Fee
1.	Analyze Problems	\$9,525
2.	Analyze Alternatives	12,500
3.	Environmental	10,500
4.	Water Conservation Plan	2,500
5.	Consult w/Residents	1,640
6.	Housing Occupancy	0
7.	System Description	3,500
8.	Design Data	5,000
9.	Cost Projections	2,075
10.	System Capacity Data	4,000
11.	Project Schedule	1,500
12.	Alternative Funds	1,000
13.	User Charge System	1,500
14.	Interlocal Agreements	1,000
15.	208 Coordination	400
Total Engineering Fee		\$56,640



Sabine County Bid Date: 9:00 A.M. June 12, 1995

Bid A:

Equipment presently being rented by Sabine County  
 1994 Models with 12 Month Warranty  
 1 Powerscreen Mark II & 2 Powerscreen M60 Conveyors

Total Price	\$72,000.00
Less Rental Paid	<u>7,000.00</u>
Balance	\$65,000.00

*Rejected  
6/12/95  
[Signature]*

Bid B:

1 1990 Model Powerscreen Mark II Reconditioned  
 2 1994 Model Powerscreen M60 Conveyors  
 Above Equipment will carry a 12 month warranty.

Total Price	\$62,000.00
Less Rental Paid	<u>7,000.00</u>
Balance	\$55,000.00

*Accepted  
6/12/95  
[Signature]*

\*Powerscreen Texas, Inc. will not accept the Reed Screen All as a trade-in.

*[Signature]*  
 J. Barry Edgar  
 President  
 Powerscreen Texas, Inc.

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



VOL. 2 PAGE 373  
 Janice McDaniel, County Clerk  
 by [Signature]  
 DEPUTY

Vol 2 Pg 440