

July 24, 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 stated that due notice was posted and ask that a motion to approve agenda be made.

Commissioner Clark moved to approve the agenda. Commissioner Ellison seconded. All voted for. Motion carried.

Judge Hyden called the meeting to order at 8:32 A.M. and Bro. Clarence Howell led the Court in prayer.

Agenda item #1-General Business

Minutes of the July 10th regular Court meeting, July 12th emergency meeting and July 17th emergency meeting were read by the County Clerk.

Commissioner Lynn Smith moved to approve the minutes as read. Commissioner Ellison seconded. All voted for. Motion carried.

Agenda item #1 is left open at this time.

Agenda item #2-Cont. Education Certificates--John Toner

John Toner, County Extension Agent, met with the Court to present certificates for continuing education for the District Clerk, Tanya Walker-14 hours; County Clerk, Janice McDaniel-14 hours; Treasurer, Ollie Faye Sparks-20 hours. See attached exhibits.

Agenda item #8-Reports

Commissioner Lynn Smith moved to approve the report of the Tax Assessor/Collector. Commissioner Clark seconded. All voted for. Motion carried.

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

Judge Hyden moved to accept the report of the County Attorney. Commissioner Clark seconded. All voted for. Motion carried.

Judge Hyden moved to accept the quarterly report of the County Treasurer. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Judge Hyden moved to accept the report of the County Clerk. Commissioner Clark seconded. All voted for. Motion carried.

Reports may be viewed in each respective office.

Agenda item #4-Walter Diggles -- DETCOG

Walter Diggles with Deep East Texas Council of Governments, met with the Court to give an overall view of what they are doing for Sabine County. He stated that Sabine County is ranked number 11 in population size. Our East Sabine Seniors center has an excellent proformance level. He appreciates the effort of Commissioner Clark and management on this project. Also, Judge

Hyden and Commissioner Lynn Smith have served on the board for years. He ask that the Court and others inform people of all the services available at the center.

Wayne DuBose and Rusty Phillips were present with Mr. Diggles. Agenda item #5-George Hanks --Neely Whitehead Road

Judge Hyden stated that the Court recognizes Mr. George Hanks at this time.

Mr. Hanks told the Court that last time no action was taken when he met with the Court, that they wanted to give Ray Meleton time to work something out with him. Mr. Hanks stated that Mr. Meleton has now put a cable across the road blocking entrance to his property. Mr. Hanks stated that he has been pushed as far as he is going to be pushed. He said that Norman Dew and Ray Meleton are the ones behind this.

Mr. Hanks ask Commissioner Lynn Smith if he proposed a County pound pen several years ago and what happened to that.

Commissioner Lynn Smith told Mr. Hanks that he had not proposed the pen, that it had been proposed to the Court and that one has been built out by precinct one barn.

Mr. Hanks ask if a man was being paid \$600.00 a month to catch cows for the County.

Commissioner Lynn Smith's reply was no, that there is a man that the Sheriff uses when needed but there is not a monthly salary.

Mr. Hanks said that he thinks he has lost a sell because of the cable across the road. He said that Ray Meleton told the Judge that he would give Mr. Hanks a key or combination and that he has not heard from Mr. Meleton.

What Mr. Hanks is asking the Court to do is order the cable taken down and open the road.

Commissioner Ellison said that he met with Ray Meleton Thursday for a long time. Mr. Meleton told him that Norman Dew and others leased the property for a hunting club. That he had told Mr. Dew that Mr. Hanks used the road and he had to be accommodated. Mr. Meleton said that the reason Mr. Hanks had not gotten a key was that Mr. Hanks had not gotten in touch with him.

Mr. Hanks said that on May 27, 1995, he saw one of Commissioner Ellison's employees grading the private road going to Kenneth Smith's home.

Commissioner Ellison said that to his knowledge, the road had not been graded by his employee.

Judge Hyden informed Mr. Hanks that he is on the agenda to speak about the Neely Whitehead road, not to speak about a pond pen or any roads that are being graded or anything else. He told Mr. Hanks that he would hold him in contempt if he spoke on anything else.

Mr. Hanks said that he had no other comment.

Commissioner Ellison said that for the record, he has not been

on Kenneth Smith's private drive and that Ray Meleton told him Thursday that they would work with Mr. Hanks any way they could to get him access to his property.

Agenda item #3-Receive Bids-Used Surplus/Office Equipment

Two bids were received.

Bid number one is from Marjorie Williams in the amount of \$50.00 for 25 of the flourscent light fixtures that came from the annex when it was redone.

Bid number two is from Ben Wilkerson in the amount of \$25.00 for an AC unit located at precinct four worksite.

Commissioner Lynn Smith ask if the AC had been listed on the bid notice put in the paper.

Judge Hyden said that they had been advertised as used surplus office equipment not as items.

Court recessed at 9:45 A.M.

Court reconvened at 9:58 A.M.

Judge Hyden said that there is a question if the AC was property marked. He stated that he can not honestly say one way or another. It is the descression of the Court to accept or reject either or both of the bids.

Commissioner Will Smith moved to accept the two bids submitted. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of bids.

Commissioner Clark moved to go out for bids on the used desks and chairs. Commissioner Will Smith seconded. All voted for. Motion carried. See attached copy of bid. The bids will be opened August 14th in the regular Court session.

Agenda item #6-Approve Lease Agreement/CCL

Judge Hyden read the resolution to the Court.

Judge Hyden moved to adopt the Resolution. Commissioner Will Smith seconded. All voted for. Motion carried. See attached copy of resolution.

Agenda item #7-Appoint Election Judges and Alternates pct. #9 and #10

Commissioner Ellison recommended Nettie Maxey as Judge and Audrey Boyett as alternate for voting precinct #9, Pineland.

Commissioner Ellison recommended Mildred Toner as Judge and Ollie Hall as alternate for voting precinct #10, Rosevine.

Commissioner Ellison moved that Nettie Maxey be appointed Election Judge and Audrey Boyett as alternate for voting precinct #9, Pineland and Mildred Toner be appointed Election Judge and Ollie Hall as alternate for voting precinct #10, Rosevine for the November General Election. Judge Hyden seconded. All voted for. Motion carried.

Agenda item #9-Pay Accounts and Salaries

Judge Hyden moved to approve the accounts and salaries. Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Clark moved to adjourn. Commissioner Will Smith

seconded. Meeting adjourned.

Jim Dyke COUNTY JUDGE
Keith C. Clark COMMISSIONER PCT. #1
Lynn Smith COMMISSIONER PCT. #2
Charles Ellison COMMISSIONER PCT. #3
W. J. [unclear] COMMISSIONER PCT. #4
Janice McDaniel COUNTY CLERK

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| (ANGL) ANGLER'S PRINTING & PUBLISHING | | | | | | | |
| 18 | 07-10-95 | 500 BUSINESS CARDS | 6325.5600 | 0 | | -11 | 17.50 |
| 72 | 07-20-95 | LETTERHEADS & ENVELO | 6310.4000 | 0 | | -1 | 56.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$73.50 |
| (BDPC) BARCHEERS COMMUNICATIONS | | | | | | | |
| 74 | 07-20-95 | 2 WALKIE TALKIES | 6500.5600 | 3870 | | -1 | 1,050.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$1,050.00 |
| (BRAD) WILLIAM G. BRADBERRY SR. | | | | | | | |
| 21 | 07-11-95 | MEAL/TRIP TO HOUSTON | 6425.5600 | PETTY | | -10 | 7.70 |
| 22 | 07-11-95 | GAS/TRIP TO HOUSTON | 6335.5600 | PETTY | | -10 | 5.00 |
| 23 | 07-13-95 | ORGANIZER | 6310.5600 | PETTY | | -8 | 9.71 |
| 24 | 07-11-95 | MEAL/TRIP TO HOUSTON | 6425.5600 | PETTY | | -10 | 2.31 |
| 25 | 06-15-95 | GAS/SHERIFF | 6335.5600 | PETTY | | -36 | 20.00 |
| 26 | 06-24-95 | GAS/SHERIFF | 6335.5600 | PETTY | | -27 | 19.00 |
| 27 | 06-10-95 | GAS/SHERIFF | 6335.5600 | PETTY | | -41 | 20.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$83.72 |
| (BURK) BURKE CENTER | | | | | | | |
| 52 | 07-10-95 | COUNTY PLEDGE | 6317.4090 | 0 | | -11 | 2,838.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$2,838.00 |
| (BUTP) UNISOURCE WORLDWIDE, INC. | | | | | | | |
| 48 | 07-13-95 | CASE CORONET TOWELS | 6310.4080 | 36135951 | | -8 | 28.00 |
| 49 | 07-13-95 | TOILET TISSUE JUNIOR | 6310.4080 | 36136530 | | -8 | 48.50 |
| | | | | | | | ----- |
| Total | | | | | | | \$76.50 |
| (CAGR) CAPITAL GRAPHICS, INC. | | | | | | | |
| 31 | 06-29-95 | OKIDATA WIDE RIBBON | 6310.4030 | 9500765 | | -22 | 12.50 |
| 32 | 06-29-95 | 4 RECEIPT RIBBONS | 6310.4030 | 9500765 | | -22 | 40.80 |
| 33 | 06-29-95 | SHIPPING CHARGES | 6310.4030 | 9500765 | | -22 | 3.62 |
| 34 | 06-30-95 | SHIPPING CHARGES | 6311.4030 | 9500783 | | -21 | 18.38 |
| 35 | 06-30-95 | 7 RECORDING PAPER | 6311.4030 | 9500783 | | -21 | 294.00 |
| 36 | 07-08-95 | 5 RECORDING PAPER | 6310.4030 | 9500818 | | -13 | 215.00 |
| 37 | 07-08-95 | 3 RECORD BINDERS | 6310.4030 | 9500818 | | -13 | 126.00 |
| 38 | 07-08-95 | SHIPPING CHARGES | 6310.4030 | 9500818 | | -13 | 18.59 |
| 66 | 06-29-95 | 3 RECORDING PAPER | 6310.4500 | 9500779 | | -22 | 137.17 |
| | | | | | | | ----- |
| Total | | | | | | | \$866.06 |

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| (CLPA) | | | | | | | |
| CLARK PSYCHOLOGICAL ASSOCIAT | | | | | | | |
| 6 | 06-28-95 | CPT TEST/JOSH NEAL | 6543.5600 | 3330/01 | | -23 | 150.00 |
| 7 | 06-28-95 | CPT TEST/REBA COOPER | 6543.5600 | 3311/01 | | -23 | 150.00 |
| Total | | | | | | | \$300.00 |
| (COFE) | | | | | | | |
| COMMUNITY COFFEE, INC | | | | | | | |
| 19 | 06-22-95 | COFFEE AND CUPS | 6542.5600 | 72251730 | | -29 | 102.79 |
| Total | | | | | | | \$102.79 |
| (CONN) | | | | | | | |
| CONN'S PEST CONTROL | | | | | | | |
| 50 | 07-13-95 | GENERAL PEST CONTROL | 6450.4080 | 0 | | -8 | 150.00 |
| Total | | | | | | | \$150.00 |
| (CTCH) | | | | | | | |
| COAST TO COAST HOME & AUTO | | | | | | | |
| 16 | 06-20-95 | WD40 | 6451.5600 | 1081777 | | -31 | 1.39 |
| 17 | 06-19-95 | 2 NIGHT LIGHT BULBS | 6451.5600 | 1081775 | | -32 | 2.38 |
| Total | | | | | | | \$3.77 |
| (DADE) | | | | | | | |
| TRAVIS COUNTY CLERK | | | | | | | |
| 60 | 07-05-95 | CARMEN SHINDLE | 6535.4260 | NO 27559 | | -16 | 233.00 |
| 61 | 07-06-95 | CARMEN SHINDLE | 6535.4260 | NO 27559 | | -15 | 233.00 |
| Total | | | | | | | \$466.00 |
| (DGCW) | | | | | | | |
| GROVER C. WINSLOW, M.D., P.A. | | | | | | | |
| 11 | 07-11-95 | DRUG SCREEN/REBA | 6543.5600 | 5799 | | -10 | 45.00 |
| Total | | | | | | | \$45.00 |
| (EARL) | | | | | | | |
| R. EARL LORD | | | | | | | |
| 64 | 07-10-95 | EDWARD HUNT JR. | 6531.4350 | NO 5530 | | -11 | 125.00 |
| 65 | 06-23-95 | BILLY JOE PEREZ | 6531.4350 | NO. 011 | | -28 | 250.00 |
| Total | | | | | | | \$375.00 |
| (EPSS) | | | | | | | |
| EUGENE PROCELLA SERVICE STA. | | | | | | | |
| 75 | 06-20-95 | FILTER, OIL, GREASE | 6335.5600 | R64 | | -31 | 24.20 |
| Total | | | | | | | \$24.20 |

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| (ERBO) | | ERICSON BOOKS | | | | | |
| 45 | 05-31-95 | SABINE MARRIAGES | 6310.4030 | 422 | | -51 | 12.50 |
| 46 | 05-31-95 | 1870 SABINE CO. TX | 6310.4030 | 422 | | -51 | 10.95 |
| 47 | 05-31-95 | SHIPPING | 6310.4030 | 422 | | -51 | 3.50 |
| Total | | | | | | | \$26.95 |
| (FAFR) | | FAT FRED'S | | | | | |
| 62 | 06-24-95 | ICE AND CUPS | 6106.4350 | R19 | | -27 | 2.95 |
| 63 | 07-08-95 | ICE AND CUPS | 6106.4350 | R20 | | -13 | 3.05 |
| Total | | | | | | | \$6.00 |
| (FNBC) | | FIRST NATIONAL BANK IN CAMERON | | | | | |
| 58 | 07-20-95 | PAYMENT R10 OF 60 | 6613.4090 | M410AA | | -1 | 621.30 |
| Total | | | | | | | \$621.30 |
| (GTEM) | | GTE MOBILNET | | | | | |
| 8 | 07-01-95 | MOBILE PHONE BILL | 6420.5600 | 635-2325 | | -20 | 94.09 |
| 73 | 07-16-95 | MOBILE PHONE BILL | 6420.6650 | 275-6330 | | -5 | 9.55 |
| Total | | | | | | | \$103.64 |
| (GWSC) | | GREAT WESTERN SUPPLY COMPANY | | | | | |
| 9 | 03-28-95 | 350 BIC CLIC STIC | 6500.5600 | 00555692 | | -113 | 346.50 |
| 10 | 03-28-95 | SHIPPING & HANDLING | 6500.5600 | 00555692 | | -113 | 4.34 |
| Total | | | | | | | \$350.84 |
| (IBMC) | | IBM CORPORATION - DP7 | | | | | |
| 55 | 07-01-95 | DOT BAND PRINTER | 6613.4090 | 75C4064 | | -20 | 95.00 |
| 56 | 06-01-95 | DOT BAND PRINTER | 6613.4090 | 65B1439 | | -50 | 95.00 |
| Total | | | | | | | \$190.00 |
| (JEFF) | | JEFF COULTER | | | | | |
| 20 | 07-13-95 | BOX WIN. RANGER SXT | 6500.5600 | 0 | | -8 | 28.03 |
| Total | | | | | | | \$28.03 |

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| (MCJA) JANICE MCDANIEL | | | | | | | |
| 39 | 07-14-95 | 3 NIGHTS MOTEL ROOM | 6470.4030 | 0 | | -7 | 315.00 |
| 40 | 07-14-95 | 3 DAYS MEALS @ \$25 | 6470.4030 | 0 | | -7 | 75.00 |
| 41 | 07-14-95 | 610 MILES @ .28 MILE | 6470.4030 | 0 | | -7 | 170.80 |
| | | | | | | | ----- |
| Total | | | | | | | \$560.80 |
| (NAPH) NAPA AUTO PARTS - HEMPHILL | | | | | | | |
| 4 | 06-05-95 | HEADLAMP | 6451.5600 | 085005 | | -46 | 7.16 |
| 5 | 06-08-95 | BARS LEAK | 6451.5600 | 085179 | | -43 | 3.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$10.16 |
| (PITB) PITNEY BOWES | | | | | | | |
| 57 | 07-14-95 | MAILING EQUIPMENT | 6612.4090 | 3464138 | | -7 | 130.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$130.00 |
| (POBP) POSTAGE BY PHONE | | | | | | | |
| 53 | 07-18-95 | POSTAGE FOR METER | 6315.4090 | 0 | | -3 | 1,000.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$1,000.00 |
| (POST) POSTMASTER | | | | | | | |
| 1 | 07-20-95 | ROLL OF STAMPS | 6315.5600 | 0 | | -1 | 32.00 |
| 51 | 07-11-95 | ROLL OF STAMPS | 6315.4090 | 0 | | -10 | 32.00 |
| 54 | 07-20-95 | BOX RENTAL FEE | 6315.4090 | BOX 720 | | -1 | 13.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$77.00 |
| (PRPR) PRAISES & PROMISES | | | | | | | |
| 43 | 07-20-95 | 3 PACKAGES DIVIDERS | 6310.4030 | 39358H | | -1 | 10.14 |
| 44 | 07-19-95 | BINDER | 6310.4030 | 39353H | | -2 | 5.40 |
| | | | | | | | ----- |
| Total | | | | | | | \$15.54 |
| (RACH) RACH VETERINARY CLINIC | | | | | | | |
| 12 | 06-27-95 | BATH & DIP/CHICO | 6541.5600 | R30 | | -24 | 10.00 |
| 13 | 06-27-95 | SHOT/CHICO | 6541.5600 | R30 | | -24 | 10.00 |
| 14 | 07-05-95 | BATH & DIP/CHICO | 6541.5600 | R21 | | -16 | 10.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$30.00 |

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| (REBA) | | REBA COOPER | | | | | |
| 28 | 07-18-95 | 5 DAYS MEALS | 6470.5600 | 0 | | -3 | 125.00 |
| 29 | 07-18-95 | FOUR NIGHTS MOTEL | 6470.5600 | 0 | | -3 | 300.00 |
| Total | | | | | | | \$425.00 |
| (ROSU) | | ROGERS OFFICE SUPPLY | | | | | |
| 68 | 07-13-95 | TWO RIBBONS | 6310.4570 | 12502 | | -8 | 9.90 |
| 69 | 06-08-95 | TWO RIBBONS | 6310.4570 | 11950 | | -43 | 10.50 |
| 70 | 07-06-95 | BOX FILE FOLDERS | 6310.4570 | 12415 | | -15 | 12.50 |
| 71 | 07-13-95 | DOZEN ADDER PAPER | 6310.4990 | 12499 | | -8 | 8.20 |
| Total | | | | | | | \$41.10 |
| (SMAU) | | SMITH'S AUTO SUPPLY | | | | | |
| 15 | 07-05-95 | HOSE & LABOR | 6451.5600 | 0 | | -16 | 18.70 |
| Total | | | | | | | \$18.70 |
| (TACC) | | TAC | | | | | |
| 42 | 07-14-95 | REGISTRATION FEE | 6470.4030 | 0 | | -7 | 150.00 |
| Total | | | | | | | \$150.00 |
| (TPCI) | | TERRILL PETROLEUM CO. INC. | | | | | |
| 2 | 06-22-95 | 500 GALLONS GASOLINE | 6335.5600 | 32617 | | -29 | 468.65 |
| 3 | 06-12-95 | 503.5 GALLONS GAS | 6335.5600 | 32500 | | -39 | 538.75 |
| 59 | 06-12-95 | 126.50 GALLONS GAS | 6335.4090 | 32500 | | -39 | 135.35 |
| Total | | | | | | | \$1,142.75 |
| (WEPC) | | WEST PUBLISHING CORPORATION | | | | | |
| 30 | 06-27-95 | TX FAMILY CODE 1994 | 6524.4030 | 59841 | | -24 | 17.00 |
| Total | | | | | | | \$17.00 |
| (WEST) | | WEST PUBLISHING CORPORATION | | | | | |
| 67 | 07-21-95 | TX PR V6 95PP | 6524.4500 | 79337123 | | 0 | 9.50 |
| Total | | | | | | | \$9.50 |

Total of Ledger

\$11,408.85

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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 JULY 24, 1995.

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| (BEES) | | BECKCOM'S ENGINE SERVICE | | | | | |
| 1 | 07-18-95 | PULLEY | 6357.6010 | 0 | | -3 | 12.49 |
| 36 | 07-15-95 | PARTS FOR LAWN MOWER | 6357.6040 | 0 | | -6 | 38.13 |
| 37 | 07-15-95 | LABOR & REPAIR | 6346.6040 | 0 | | -6 | 62.50 |
| 38 | 07-15-95 | OIL | 6341.6040 | 0 | | -6 | 1.75 |
| Total | | | | | | | \$114.87 |
| (CCLI) | | CAPITAL CITY LEASING, INC. | | | | | |
| 26 | 07-20-95 | PAYMENT R5 OF 60 | 6653.6030 | M503AB | | -1 | 739.17 |
| Total | | | | | | | \$739.17 |
| (DACO) | | DAVID COOK TRUCKS & EQUIPMENT | | | | | |
| 27 | 07-06-95 | LABOR & REPAIR | 6344.6030 | 1453 | | -15 | 375.00 |
| 28 | 07-06-95 | TOTAL PARTS | 6355.6030 | 1453 | | -15 | 392.00 |
| Total | | | | | | | \$767.00 |
| (DONS) | | DON'S AUTO SALVAGE NO. 1 | | | | | |
| 7 | 06-23-95 | WRECKER FEE | 6346.6010 | 7957 | | -28 | 75.00 |
| 21 | 06-08-95 | WRECKER FEE | 6345.6030 | 7726 | | -43 | 75.00 |
| 22 | 06-19-95 | REPAIRS/MACK TRUCK | 6344.6030 | 7991 | | -32 | 25.00 |
| Total | | | | | | | \$175.00 |
| (ERSM) | | ERNEST SMITH | | | | | |
| 48 | 07-19-95 | MOWING PCT. R4 YARD | 6346.6040 | R45 | | -2 | 35.00 |
| Total | | | | | | | \$35.00 |
| (ETAC) | | EAST TEXAS ASPHALT CO. | | | | | |
| 42 | 07-15-95 | 9.06 UNITS HMCL | 6378.6040 | 72250 | | -6 | 276.33 |
| 43 | 07-15-95 | 8.72 UNITS HMCL | 6378.6040 | 72250 | | -6 | 265.96 |
| Total | | | | | | | \$542.29 |
| (FEWO) | | FED WOODS | | | | | |
| 44 | 07-20-95 | WELDING ON RED MACK | 6344.6020 | 027170 | | -1 | 35.00 |
| 45 | 07-20-95 | WELDING ON BLADES | 6346.6020 | 027171 | | -1 | 50.00 |
| 47 | 07-18-95 | FLOORING TRAILER | 6346.6010 | 027169 | | -3 | 760.00 |
| Total | | | | | | | \$845.00 |

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| (GEOB) GEO. P. BANE, INC. | | | | | | | |
| 18 | 07-17-95 | WORM GEAR, FREIGHT | 6356.6030 | 01001564 | | -4 | 1,140.85 |
| Total | | | | | | | \$1,140.85 |
| (GMWS) G-M WATER SUPPLY CORP. | | | | | | | |
| 16 | 07-10-95 | WATER BILL | 6440.6020 | 1262 | | -11 | 17.59 |
| Total | | | | | | | \$17.59 |
| (GTEM) GTE MOBILNET | | | | | | | |
| 6 | 07-07-95 | MOBILE PHONE BILL | 6420.6010 | 383-9937 | | -14 | 4.27 |
| Total | | | | | | | \$4.27 |
| (HALL) HALL SIGNS, INC. | | | | | | | |
| 3 | 07-14-95 | NO DUMPING SIGN | 6657.6010 | 360420 | | -7 | 8.73 |
| 4 | 07-14-95 | FREIGHT | 6657.6010 | 360420 | | -7 | 4.55 |
| 33 | 07-14-95 | SPEED LIMITS SIGNS-4 | 6657.6040 | 360420 | | -7 | 64.68 |
| 34 | 07-14-95 | FREIGHT | 6657.6040 | 360420 | | -7 | 4.55 |
| Total | | | | | | | \$82.51 |
| (HPTS) HEMPHILL TIRE STORE | | | | | | | |
| 8 | 06-15-95 | FLAT REPAIRED | 6365.6010 | 0043898 | | -36 | 15.00 |
| 9 | 06-23-95 | FLAT | 6365.6010 | 0044033 | | -28 | 5.00 |
| 29 | 07-20-95 | GRADER FLAT, SERVICE | 6356.6030 | 0043251 | | -1 | 50.00 |
| 30 | 06-06-95 | GRADER TIRE, O-RING | 6356.6030 | 0043758 | | -45 | 268.50 |
| 31 | 06-01-95 | FLAT & SERVICE CALL | 6355.6030 | 0043699 | | -50 | 50.00 |
| Total | | | | | | | \$388.50 |
| (ISBS) INTERSTATE BILLING SERVICE | | | | | | | |
| 5 | 06-12-95 | HOSE | 6355.6010 | J41398 | | -39 | 31.06 |
| 12 | 06-16-95 | REPLACED SWITCH | 6344.6020 | J9823 | | -35 | 91.20 |
| 13 | 06-16-95 | BULB,FLASHER,SWITCH | 6355.6020 | J9823 | | -35 | 63.07 |
| 14 | 06-01-95 | STUDS,BOLTS,FREIGHT | 6355.6020 | J41166 | | -50 | 46.20 |
| 23 | 05-24-95 | TEN STUDS & BOLTS | 6355.6030 | J41017 | | -57 | 37.90 |
| 24 | 05-26-95 | CREDIT/5 BOLTS | 6355.6030 | J41057 | | -55 | -3.75 |
| 25 | 05-26-95 | CREDIT/10 STUDS | 6355.6030 | J41057 | | -55 | -30.40 |
| Total | | | | | | | \$235.28 |

Vol 2 Pg 558

SABINE COUNTY ROAD & BRIDGE
ACCOUNTS PAYABLE LEDGER
07-21-95

072195
Page 3

| Entry | Date | Description | Account R | Document | Stat | Due | Amount |
|--------|----------|--------------------------------|-----------|----------|------|-----|----------|
| (JADI) | | JASPER DIESEL | | | | | |
| 17 | 07-14-95 | SWAP HOUSINGS ON PTO | 6344.6020 | 0001324 | | -7 | 38.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$38.00 |
| (JTGR) | | J.T. GREENE TRUCK & EQUIPMENT | | | | | |
| 2 | 07-17-95 | REPAIR BOOM MOWER | 6346.6010 | 0642 | | -4 | 75.00 |
| 10 | 07-18-95 | DRILL BROKE AXLE | 6346.6020 | 0644 | | -3 | 45.00 |
| 19 | 07-10-95 | REMOVE GEAR MOTOR | 6346.6030 | 0635 | | -11 | 60.00 |
| 20 | 07-11-95 | REPLACE GEAR MOTOR | 6346.6030 | 0638 | | -10 | 60.00 |
| 32 | 07-18-95 | BROKEN AXLE STUDS | 6344.6040 | 0643 | | -3 | 30.00 |
| 41 | 07-19-95 | ADJUST CLUTCH | 6344.6040 | 0645 | | -2 | 30.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$300.00 |
| (JTPI) | | JASPER TRUCK PARTS INC. | | | | | |
| 11 | 07-14-95 | P.T.O. HOUSING | 6355.6020 | 00008257 | | -7 | 115.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$115.00 |
| (MCCI) | | MATHEWS CONSTRUCTION CO., INC. | | | | | |
| 15 | 07-14-95 | 18.85 TONS HOT SAND | 6378.6020 | 12513 | | -7 | 374.17 |
| | | | | | | | ----- |
| Total | | | | | | | \$374.17 |
| (MOLS) | | MORRIS LAND SURVEYING | | | | | |
| 39 | 06-27-95 | SURVEYING STATEMENT | 6657.6040 | 0 | | -24 | 450.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$450.00 |
| (PACE) | | PACE CREEK ENTERPRISES | | | | | |
| 46 | 07-20-95 | 16' PIPE | 6657.6010 | 113104 | | -1 | 30.00 |
| | | | | | | | ----- |
| Total | | | | | | | \$30.00 |
| (PRPR) | | PRAISES & PROMISES | | | | | |
| 35 | 07-14-95 | LEGAL SIZE EXPANDING | 6650.6040 | 39449G | | -7 | 8.30 |
| 49 | 07-19-95 | CARD HOLDER | 6650.6040 | 39357H | | -2 | 4.39 |
| 50 | 07-19-95 | NOTEBOOK | 6650.6040 | 39357H | | -2 | 1.09 |
| | | | | | | | ----- |
| Total | | | | | | | \$13.78 |

SABINE COUNTY ROAD & BRIDGE
ACCOUNTS PAYABLE LEDGER
07-21-95

072195
Page 4

| Entry | Date | Description | Account R | Document | Stat | Due | Amount |
|--------|----------|--------------|----------------|----------|------|-----|---------|
| (SMCC) | | | | | | | |
| | | | SMITH CAR CARE | | | | |
| 51 | 07-08-95 | WASH SERVICE | 6344.6040 | 48497 | | -13 | 17.00 |
| 52 | 07-20-95 | WASH SERVICE | 6344.6040 | 48497 | | -1 | 17.00 |
| Total | | | | | | | \$34.00 |

| | | | | | | | |
|--------|----------|----------------------|--------------------------------|------|--|-----|----------|
| (SOSU) | | | | | | | |
| | | | SOUTHWEST SUPPLY & ENVIRONMENT | | | | |
| 40 | 06-06-95 | THREE FIRST AID KITS | 6657.6040 | 2709 | | -45 | 115.90 |
| Total | | | | | | | \$115.90 |

Total of Ledger

\$6,558.18
=====

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 JULY 24, 1995.

Vol 2 Pg 560

SABINE COUNTY R&B SPECIAL III
ACCOUNTS PAYABLE LEDGER
07-21-95

072195
Page 1

| Entry | Date | Description | Account R | Document | Stat | Due | Amount |
|--------|----------|---------------------|--------------------------------|----------|------|-----|------------|
| (FEWO) | | | FED WOODS | | | | |
| 5 | 07-07-95 | WELDING ON DUMP BED | 607.6346 | 027168 | | -14 | 20.00 |
| | | Total | | | | | \$20.00 |
| (FNBC) | | | FIRST NATIONAL BANK IN CAMERON | | | | |
| 3 | 07-20-95 | PAYMENT R2 OF 60 | 607.6653 | M506AB | | -1 | 1,168.82 |
| 4 | 07-20-95 | PAYMENT R2 OF 60 | 607.6653 | M506AC | | -1 | 1,071.42 |
| | | Total | | | | | \$2,240.24 |
| (NICO) | | | THE NICHOLS COMPANIES | | | | |
| 6 | 07-21-95 | 16 HOLDERS | 607.6357 | 000979 | | 0 | 232.80 |
| | | Total | | | | | \$232.80 |
| (THTR) | | | THACKER'S TRANSMISSION & AUTO | | | | |
| 1 | 07-05-95 | REPAIR LIFT TRACT | 607.6346 | 0010638 | | -16 | 415.84 |
| | | Total | | | | | \$415.84 |
| (TXNB) | | | TEXAS NATIONAL BANK | | | | |
| 2 | 07-20-95 | PAYMENT R12 | 607.6653 | 07703056 | | -1 | 5,518.83 |
| | | Total | | | | | \$5,518.83 |
| | | Total of Ledger | | | | | \$8,427.71 |

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 JULY 24, 1995.

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RECORD RETENTION FUND
ACCOUNTS PAYABLE LEDGER
07-21-95

072195
Page 1

| Entry | Date | Description | Account R | Document | Stat | Due | Amount |
|-----------------|----------|--------------------------------|-----------|----------|------|-----|------------|
| (CAGR) | | CAPITAL GRAPHICS, INC. | | | | | |
| 1 | 06-13-95 | CONVERSION/VITAL STA | 775.6450 | 9500714 | | -38 | 2,000.00 |
| 2 | 06-13-95 | CONVERSION/INST REC | 775.6450 | 9500714 | | -38 | 2,500.00 |
| Total | | | | | | | \$4,500.00 |
| (FNBC) | | FIRST NATIONAL BANK IN CAMERON | | | | | |
| 3 | 07-20-95 | PAYMENT R10 OF 60 | 775.6450 | M410AA | | -1 | 1,000.00 |
| Total | | | | | | | \$1,000.00 |
| Total of Ledger | | | | | | | \$5,500.00 |

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 JULY 24, 1995.

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Texas Agricultural Extension Service
The Texas A&M University System

V.G. Young Institute of County Government

certifies that

Ollie Faye Sparks

has completed with honor and distinction the

23rd Annual Seminar for County Treasurers

sponsored in cooperation with

The County Treasurers Association of Texas, The Texas Association of Counties
and the Office of Continuing Education, Texas A&M University

College Station, Texas

April 17-20, 1995

and is therefore a

Certified County Treasurer

William A. Robinson
Conference Chairman

David D. Seale
Executive Director
Texas Association of Counties

John L. Carpenter
Director, Texas Agricultural
Extension Service

Robert W. Long
Extension Specialist

Phyllis G. Smith
Coordinator, Office of Continuing Education

Stephen L. Kinner
President, County Treasurers
Association of Texas

Texas A&M University

Office of Continuing Education

certifies that

OLLIE FAYE SPARKS

has earned 2.0 Continuing Education Unit(s)

for satisfactory completion of 20 hours

of organized instruction in

23RD ANNUAL COUNTY TREASURERS SEMINAR

Course Title

APRIL 17 - 20, 1995

Date of Program

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT
COUNTY TREASURERS ASSOCIATION OF TEXAS

Sponsor

John A. Ailmarion

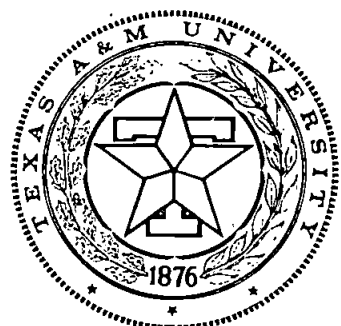
Activity Director

Nary P. Shutes

Office of Continuing Education

JULY 11, 1995

Date





Texas Agricultural Extension Service
The Texas A&M University System

V. G. Young Institute of County Government
certifies that

Tanya Walker

has completed with honor and distinction the

23rd Annual Seminar for County and District Clerks

sponsored in cooperation with
The County and District Clerks Association of Texas, The Texas Association of Counties
and the Office of Continuing Education, Texas A&M University
College Station, Texas
March 27-29, 1995

Wilma K. Harrison
Conference Chairman
V.G. Young Institute

[Signature]
Extension Specialist
V.G. Young Institute

[Signature]
Executive Director
Texas Association of Counties

[Signature]
Coordinator
Office of Continuing Education

[Signature]
Director, Texas Agricultural
Extension Service

[Signature]
President, County and District Clerks
Association of Texas

Texas A&M University

Office of Continuing Education

certifies that

TANYA WALKER

has earned 1.4 Continuing Education Unit(s)

for satisfactory completion of 14 hours

of organized instruction in

23RD ANNUAL COUNTY AND DISTRICT CLERKS'
CONTINUING EDUCATION SEMINAR

Course Title

MARCH 27 - 29, 1995

Date of Program V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT
TEXAS ASSOCIATION OF COUNTIES
COUNTY AND DISTRICT CLERKS ASSOCIATION

Sponsor

Wm W. Admation

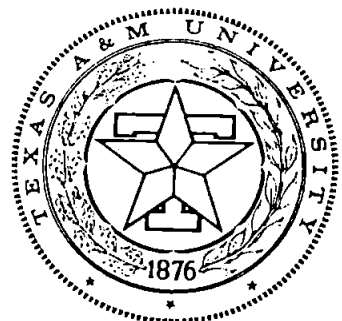
Activity Director

Harry O. Shutes

Office of Continuing Education

MAY 31, 1995

Date





Texas Agricultural Extension Service
The Texas A&M University System

V. G. Young Institute of County Government
certifies that

Janice McDaniel

has completed with honor and distinction the

23rd Annual Seminar for County and District Clerks

sponsored in cooperation with
The County and District Clerks Association of Texas, The Texas Association of Counties
and the Office of Continuing Education, Texas A&M University
College Station, Texas
March 27-29, 1995

Wm A. Ailmartin
Conference Chairman
V.G. Young Institute

David P. Seale
Executive Director
Texas Association of Counties

Jerle L. Carpenter
Director, Texas Agricultural
Extension Service

Rick O. May
Extension Specialist
V.G. Young Institute

Mary O. Skates
Coordinator
Office of Continuing Education

Jimmy H. Hinton
President, County and District Clerks
Association of Texas

Vol 2 Pg 568

Texas A&M University

Office of Continuing Education

certifies that

JANICE MCDANIEL

has earned 1.4 Continuing Education Unit(s)

for satisfactory completion of 14 hours

of organized instruction in

23RD ANNUAL COUNTY AND DISTRICT CLERKS'
CONTINUING EDUCATION SEMINAR

Course Title

MARCH 27 - 29, 1995

Date of Program

V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT
TEXAS ASSOCIATION OF COUNTIES
COUNTY AND DISTRICT CLERKS ASSOCIATION

Sponsor

Walter A. Adkins

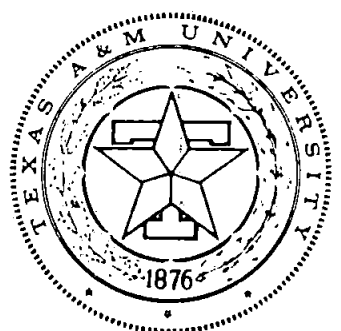
Activity Director

Mary O. Shutes

Office of Continuing Education

MAY 31, 1995

Date



TREASURERS' QUARTERLY REPORT

APRIL, MAY AND JUNE, 1995

| FUND | BALANCE 03/31/95 | RECEIPTS | DISBURSEMENTS | BALANCE 06/30/95 |
|--|---------------------|------------|---------------|---------------------|
| GENERAL | 463,148.14 | 255,122.98 | 413,291.05 | 304,980.07 |
| HOUSE BILL #841 | 1,507.50 | 1,405.00 | 1,648.00 | 1,264.50 |
| HOSUE BILL #451 | 414.45 | 345.00 | 448.95 | 310.50 |
| HOUSE BILL # 21 | 4,396.50 | 4,320.00 | 4,828.50 | 3,888.00 |
| HOUSE BILL # 11 | 679.50 | 565.00 | 736.00 | 508.50 |
| ARREST FEES | 2,770.00 | 2,550.00 | 2,770.00 | 2,550.00 |
| JUDICIAL COURT AND PERSONNEL TRAINING | 276.30 | 229.00 | 299.20 | 206.10 |
| FAILURE TO MAINTAIN FINANCIAL RESPONS. | 135.00 | 150.00 | 150.00 | 135.00 |
| COMPREHENSIVE REHABILITATION | 153.00 | 160.00 | 169.00 | 144.00 |
| BREATH ALCOHOL TESTING | 120.00 | 270.00 | 120.00 | 270.00 |
| RECORD RETENTIONS | 4,842.26 | 4,739.00 | 3,000.00 | 6,581.26 |
| NEW CRIMINAL JUSTICE | .09 | -0- | .09 | -0- |
| COURTHOUSE SECURITY | 7,840.00 | 1,660.00 | -0- | 9,500.00 |
| RECORD MANAGEMENT FEE | 2,825.00 | 810.00 | -0- | 3,635.00 |
| DEBT SERVICE | 7,600.98 | 4,420.03 | -0- | 12,021.01 |
| ANTICIPATION NOTES | 320,939.73 | 5,448.03 | 17,220.49 | 309,167.27 |
| HOTEL/MOTEL TAX | 33,934.64 | 8,918.48 | 14,228.95 | 28,624.17 |
| PR BOND GRANT II | 7,457.45 | 8,382.79 | 8,569.71 | 7,270.53 |
| COMMUNITY DEVELOPMENT PROGRAM (SEWER) | 500.00 | 12,000.00 | 12,000.00 | 500.00 |
| URGENT NEED GRANT WATER - 944 | -0- | 14,143.58 | 14,115.00 | 28.58 |
| EDAP GRANT WATER AND WASTEWATER BRONSON, BROOKELAND AND TOLEDO BEND | -0- | 6,689.66 | 6,683.25 | 6.41 |
| ROAD & BRIDGE #1 | 138,656.87 | 60,020.03 | 47,954.79 | 150,722.11 |
| ROAD & BRIDGE #2 | 111,864.06 | 60,726.93 | 51,063.91 | 121,527.08 |
| ROAD & BRIDGE #3 | 43,459.51 | 101,742.39 | 43,077.27 | 102,124.63 |
| ROAD & BRIDGE #4 | 117,363.09 | 66,456.14 | 64,389.22 | 119,430.01 |
| ROAD & BRIDGE SPECIAL I | 3,631.20 | -0- | 2,011.92 | 1,619.28 |
| ROAD & BRIDGE SPECIAL III | (18,673.86) | 41,555.60 | 57,043.15 | (34,161.41) |

 VIX 2 Pg 570

STATE OF TEXAS Ø

COUTNY OF SABINE Ø

I, OLLIE FAYE SPARKS, County Treasurer of said County, do solemnly swear that the above Quarterly Report is true and correct.

Ollie Faye Sparks

A F F I D A V I T

We, the County Judge and County Commissioners of Sabine County Texas, do hereby certify that Art. 1636 had been in all things complied within the July term, 1995 Commissioners' Court and that we have counted the money held by the County Treasurer as reported to us by said Treasurers' Quarterly Report, and that we find the following accounts in each fund to-wit:

| | |
|--|--------------|
| GENERAL | 304,980.07 |
| HOUSE BILL #841 | 1,264.50 |
| HOUSE BILL #451 | 310.50 |
| HOUSE BILL # 21 | 3,888.00 |
| HOUSE BILL # 11 | 508.50 |
| ARREST FEES | 2,550.00 |
| JUDICIAL COURT AND PERSONNEL TRAINING | 206.10 |
| FAILURE TO MAINTAIN FINANCIAL RESPONS. | 135.00 |
| COMPREHENSIVE REHABILITATION | 144.00 |
| BREATH ALCOHOL TESTING | 270.00 |
| RECORD RETENTIONS | 6,581.26 |
| NEW CRIMINAL JUSTICE | -0- |
| COURTHOUSE SECURITY | 9,500.00 |
| RECORD MANAGEMENT FEE | 3,635.00 |
| DEBT SERVICE | 12,021.01 |
| ANTICIPATION NOTES | 309,167.27 |
| HOTEL/MOTEL TAX | 28,624.17 |
| PR BOND GRANT II | 7,270.53 |
| COMMUNITY DEVELOPMENT PROGRAM (SEWER) | 500.00 |
| URGENT NEED GRANT (WATER - 944) | 28.58 |
| EDAP GRANT (WATER AND WASTEWATER BRONSON, BROOKELAND AND TOLEDO BEND) | 6.41 |
| ROAD & BRIDGE #1 | 150,722.11 |
| ROAD & BRIDGE #2 | 121,527.08 |
| ROAD & BRIDGE #3 | 102,124.63 |
| ROAD & BRIDGE #4 | 119,430.01 |
| ROAD & BRIDGE SPECIAL I | 1,619.28 |
| ROAD & BRIDGE SPECIAL III | (34,161.41) |

James D. [Signature]
COUNTY JUDGE

K. [Signature]
COMMISSIONER, PRECINCT #1

Charles [Signature]
COMMISSIONER, PRECINCT #3

Janice McDaniel
COUNTY CLERK

Lynn Smith
COMMISSIONER, PRECINCT #2

[Signature]
COMMISSIONER, PRECINCT #4

Vol 2 Pg 572

PUBLIC NOTICE

Sabine County is accepting sealed bids for used/surplus office equipment.

All items have been numbered and may be seen at the County Courthouse.

All bids should be identified as "1995 USED/SURPLUS OFFICE EQUIPMENT". A number of the particular item as marked together with a description of the item and the dollar amount of bid offered must be reflected.

All bids should be sealed, plainly marked, as "1995 USED/SURPLUS EQUIPMENT" and submitted to the County Clerk prior to the beginning of Court.

All bids will be opened during the regular session of Commissioners Court August 14, 1995, beginning at 8:30 a.m. County Court Room, Sabine County Courthouse.

Sabine County reserves the right to refuse any or all bids.
(7/26/8/2/2tc)

Marjorie Williams
P.O. Box 337
Pineland, Texas 75968

Accepted
7/24/95
[Signature]

July 20, 1995

To: Sabine County,

I am placing this official bid of \$50.00 for 25 fluorescent light fixtures.

Marjorie Williams

Vol 2 Pg 572A

Accepted
7/24/95
[Signature]

July 23, 1995

1995 USED/SURPLUS OFFICE EQUIPMENT
COMMISSIONERS COURT
SABINE COUNTY

TO WHOM IT MAY CONCERN:

I, BEN WILKERSON, AM OFFERING A BID
OF \$25.00 FOR AN AIR CONDITIONING UNIT
AT THE SABINE COUNTY, PCT 4, WORK SITE IN
MILAM, TEXAS.

RESPECTFULLY,
Ben Wilkerson

**EXHIBIT E to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

CERTIFICATE OF RESOLUTIONS

I, Janice McDaniel, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the County of Sabine, an agency/subdivision duly organized and existing under the laws of the State of Texas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Commissioners' Court at a meeting duly and regularly held and convened in accordance with applicable law on the 24 day of July, 1995.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated _____, 19____, with Capital City Leasing, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

WHEREAS, the source of funds in the current fiscal year's budget is sufficient for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: the countys' ability to

levy and collect ad valorem taxes.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of 48 months, and be it further

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

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows _____

transportation of gravel for precinct #4.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 24 day of July, 1995.

(Seal)

Lessee: County of Sabine

(Municipal Entity)

By:

Janice McDaniel

(Signature of Secretary/Clerk)

Janice McDaniel

(Printed Name)

Vol 2 Pg 5 of 14



CAPITAL CITY LEASING, INC.
4901 SPICEWOOD SPRINGS ROAD, AUSTIN, TEXAS 78759

LEASE M507AA

GOVERNMENTAL
LEASE/PURCHASE AGREEMENT (INSTALLMENT SALE AGREEMENT)

DEFINITIONS:

- (a) Lease purchase agreement means installment sales agreement. (b) Lessor means secured party.
(c) Lessee means debtor. (d) Lease means installment sales agreement.

This Governmental Lease/Purchase Agreement (the "Lease") is made and entered into on this, the _____ day of _____, 19____, by and between Capital City Leasing, Inc., with offices at 4901 Spicewood Springs Road, Austin, Texas 78759 (herein called the "Lessor"), and _____ County of Sabine _____ with its principal address at P.O. Box 716 _____ Hemphill, Texas 75948 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, a copy of which is attached hereto and incorporated herein, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").

2. **DELIVERY AND ACCEPTANCE.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to supply the Equipment. The Equipment to be delivered at the location specified in Exhibit A ("Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Unless Lessee notifies Lessor of a problem with the Equipment, Lessee's acceptance shall be deemed effective no later than thirty (30) days following delivery of the Equipment. Lessee shall evidence its acceptance of the Equipment by executing and returning to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"); notwithstanding the foregoing, in no event shall Lessee's failure to evidence its acceptance affect the validity of this Lease. Lessee hereby authorizes Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.

3. **TERM.** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").

4. **PAYMENTS.** Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22 below) the payments for the Equipment as set forth in Exhibit C (the "Payments"). A portion of each Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Payments shall be payable on the same date of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or five percent (5%) of such overdue amount (as a service and handling fee). EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that, subject to the good faith and fair dealing provisions of Paragraph 27, (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE CERTIFICATION.** Lessee warrants and covenants that (i) it is a governmental entity, agency, or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder, (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a governmental entity, agency, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, shall not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity; and (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

7. **APPROPRIATIONS AND ESSENTIAL USE.** Lessee reasonably believes that sufficient funds will be available to make all Payments during the Lease Term. Lessee intends to make the Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that: (a) the use

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of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee has considered that this agreement contemplates a term of several fiscal periods and that newer improved equipment for Lessee's purpose may become available for purchase, lease, or use. Notwithstanding, the above, and to the extent permitted by law, Lessee commits not to replace said equipment in the event Lessee terminates this Lease.

8. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated, budgeted or otherwise available for the lease of the Equipment for any subsequent fiscal period in which the Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. This Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period which appropriations were made without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the Payments therein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in taking possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (a) that if this Lease is terminated in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter; and (b) that it shall not, during the Lease Term, give priority in the application of funds to any other functionally similar equipment. Lessee understands and agrees that Lessee's termination of this Lease shall not release Lessee of any obligation, representation or covenant arising or made prior to the termination date. In the event it is determined that the provisions of this paragraph conflict or contradict any other provision of the Lease such that the meaning or intent is unclear or ambiguous, then, in that event, the provisions of this paragraph will control over the provisions of any other paragraph herein.

9. LIMITATION ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor at its option, may provide in its purchase order that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. TITLE; SECURITY AGREEMENT. Title to the Equipment is deemed to be with the Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or thereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and any Assignee of Lessor.

11. PERSONAL PROPERTY. The Equipment is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment.

12. USE; REPAIRS. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

14. LOCATION; INSPECTION. The Equipment shall not be removed from, or if the equipment consists of rolling stock, its permanent base shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

15. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale,

purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation to pay said charges and taxes and seek reimbursement from Lessee, on demand therefor.

16. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor shall: (a) replace the same with like equipment in good repair; or (b) include with the next Payment (i) all amounts owed by Lessee under this Lease, and (ii) an amount not less than the balance of the Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Payment and the balance of the Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. INSURANCE. Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate of evidence of such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. INDEMNIFICATION. In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by state law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignee, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. EVENTS OF DEFAULT. The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five (5) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment of sublease it for the account of Lessee, holding Lessee liable for (i) all Payments (and other amounts) due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. EARLY PURCHASE OPTION. Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. ASSIGNMENT. Without Lessor's prior written consent, Lessee shall not: (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's agents or employees. Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment, and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part, to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessee receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate

original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in a form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested. LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS LEASE.

23. NATURE OF AGREEMENT. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each installment constitutes principal and interest, in accordance with the schedule of payments set forth in Exhibit C of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee, free and clear of any lien or security of Lessor therein.

24. AMENDMENTS. This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Payments to be made hereunder without the consent of Lessor, or its Assignee.

25. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

26. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

27. GOVERNING LAW. This Lease is to be performed in Travis County, Texas, and shall be governed by the provisions hereof and by the laws of the State of Texas. Each party agrees to deal fairly with the other party and to act in good faith regarding the representation and provision contained herein and in the performance of this Lease.

28. FURTHER ASSURANCES. Lessee shall deliver to Lessor: (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonable necessary with respect to the transaction contemplated by this Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its Assign's interest in the Equipment or this agreement.

29. ENTIRE AGREEMENT. This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

30. SEVERABILITY. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Lease, or the application thereto to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

31. WAIVER. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach hereof.

32. DESIGNATION. In compliance with Section 149(a) of the Code, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accepts its duties as agent, hereunder.

LESSOR: Capital City Leasing, Inc.

LESSEE: County of Sabine
(Entity)

BY: _____

Signature

BY: _____

Signature

Printed Name and Title

Printed Name and Title

Date

Date

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CAPITAL CITY LEASING, INC.

**EXHIBIT E to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

CERTIFICATE OF RESOLUTIONS

I, Janice McDaniel, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the County of Sabine, an agency/subdivision duly organized and existing under the laws of the State of Texas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Commissioners' Court at a meeting duly and regularly held and convened in accordance with applicable law on the 24 day of July, 1995

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated _____, 19____, with Capital City Leasing, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

WHEREAS, the source of funds in the current fiscal year's budget is sufficient for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: the countys' ability to
levy and collect ad valorem taxes.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of 48 months, and be it further

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

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows _____

transportation of gravel for precinct #4.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 24 day of July, 1995.

(Seal)

Lessee: County of Sabine

(Municipal Entity)

By: Janice McDaniel

(Signature of Secretary/Clerk)

Janice McDaniel

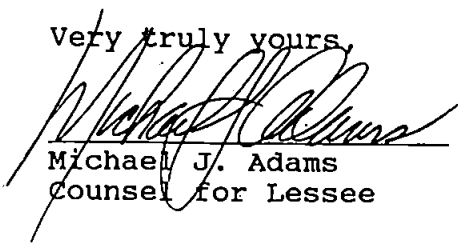
(Printed Name)

FAX (409) 275-2305

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4. The Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of Texas. In the event Lessor obtains judgment against Lessee for money damages in connection with the Lease, Lessee will be obligated to pay such judgment.
5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him to hold the office set forth below his name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on _____; the next succeeding fiscal period of Lessee ends on _____.

Very truly yours,


Michael J. Adams
Counsel for Lessee



CAPITAL CITY LEASING, INC.

July 12, 1995

Judge John Larry Hyden, County Judge
County of Sabine
P.O. Box 716
Hemphill, Texas 75948

RE: Lease/Purchase M507AA for the County of Sabine

Dear Judge Hyden:

Enclosed for your review is the lease documentation surrounding the County of Sabine dump truck lease. Included are the following documents: 1) Lease/purchase agreement; 2) Exhibits "A", "B", "C", "D", "E" and "F"; 3) Insurance information form; 4) Form 8038-GC; 5) UCC-1 financing statement and 6) Invoice.

Please complete the forms by filling out all the empty blanks marked by yellow dots with the information requested. We need a signature for the County in spaces marked by the blue dots. In addition, please have an attorney for the County fill in the Exhibit "D", Opinion of Counsel. **Please note that it is a requirement that the final version of the opinion must be printed on the letterhead of an attorney or outside counsel for the municipality.**

When the forms are completed, please return all originals, **except for Exhibit B (which should be signed, dated, and returned upon delivery and acceptance of the truck)**, to our office at the address below, along with a check in the amount of \$888.17 for the first payment. We thank you for your attention to these matters.

If you have any questions, or if the County would rather a sixty month lease (which will be at a higher rate), please call me.

Sincerely

Shelly Wilcox
Director of Government Leasing

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CAPITAL CITY LEASING, INC.

**EXHIBIT A to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

DESCRIPTION OF EQUIPMENT

| <u>Quantity and Description of Leased Equipment (Make, Model No., Serial No., Any Other Pertinent Identification)</u> |
|---|
| One (1) Refurbished 1987 Mack Dump Truck with 12-14 yard dump VIN: |

LOCATION OF EQUIPMENT

ADDRESS: Post Office Box 720, Hemphill, Texas 75948 (Precinct #4)
CITY: Hemphill COUNTY: Sabine
STATE: Texas ZIP: 75948

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above and any additional addendums constitutes an accurate account of the Equipment as referred to in the Lease. The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Lessee: County of Sabine
(Municipal Entity)

By: 
(Authorized Signature)

John L. Hyden, County Judge
(Printed Name and Title)

Date: July 24, 1995

CAPITAL CITY LEASING, INC.

**EXHIBIT B to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

DELIVERY AND ACCEPTANCE CERTIFICATE

To: Capital City Leasing, Inc.

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned ("Lessee"), and Capital City Leasing, Inc. ("Lessor"), dated _____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Cyndi Rickard
(Witness)

Lessee: County of Sabine
(Municipal Entity)
By: John L. Hyden
(Authorized Signature)
John L. Hyden, County Judge
(Printed Name and Title)

Date: July 24, 1995

EXHIBIT C

LEASE # M507AA

PAYMENT SCHEDULE
MULTI-YEAR ADJUSTABLE PERIOD

PAGE 1 OF 2

INTEREST RATE: 7.08% * AMOUNT: \$37,250.00
 DOWN PAYMENT: \$888.17 PAYMENT PERIODS: 48
 DAYS UNTIL REG. PAYMENT: 30 PAYMENTS/YEAR: 12
 REGULAR PAYMENT AMOUNT: \$888.17 FUNDING DATE: 00/00/00

| PAYMENT DATE | PAYMENT AMOUNT | INTEREST PAID | PRINCIPAL PAID | OPTION TO PURCHASE |
|-----------------|-------------------|------------------|-------------------|-----------------------|
| 1 0 / 0 / 0 | \$888.17 | \$0.00 | \$888.17 | \$37,787.82 |
| 2 / / | \$888.17 | \$214.58 | \$673.58 | \$37,108.86 |
| 3 / / | \$888.17 | \$210.61 | \$677.56 | \$36,375.32✓ |
| 4 / / | \$888.17 | \$206.61 | \$681.56 | \$35,638.71 |
| 5 / / | \$888.17 | \$202.59 | \$685.58 | \$34,899.04 |
| 6 / / | \$888.17 | \$198.54 | \$689.63 | \$34,156.29 |
| 7 / / | \$888.17 | \$194.47 | \$693.70 | \$33,410.44 |
| 8 / / | \$888.17 | \$190.38 | \$697.79 | \$32,661.48 |
| 9 / / | \$888.17 | \$186.26 | \$701.91 | \$31,909.40 |
| 10 / / | \$888.17 | \$182.12 | \$706.05 | \$31,154.19 |
| 11 / / | \$888.17 | \$177.95 | \$710.22 | \$30,395.83 |
| 12 / / | \$888.17 | \$173.76 | \$714.41 | \$29,634.32 |
| 13 / / | \$888.17 | \$169.54 | \$718.62 | \$28,869.63 |
| 14 / / | \$888.17 | \$165.30 | \$722.86 | \$28,101.75 |
| 15 / / | \$888.17 | \$161.04 | \$727.13 | \$27,330.67 |
| 16 / / | \$888.17 | \$156.75 | \$731.42 | \$26,556.38 |
| 17 / / | \$888.17 | \$152.43 | \$735.74 | \$25,778.87 |
| 18 / / | \$888.17 | \$148.09 | \$740.08 | \$24,998.11 |
| 19 / / | \$888.17 | \$143.72 | \$744.45 | \$24,214.11 |
| 20 / / | \$888.17 | \$139.33 | \$748.84 | \$23,426.83 |
| 21 / / | \$888.17 | \$134.91 | \$753.26 | \$22,636.27 |
| 22 / / | \$888.17 | \$130.46 | \$757.70 | \$21,842.43 |
| 23 / / | \$888.17 | \$125.99 | \$762.18 | \$21,045.27 |
| 24 / / | \$888.17 | \$121.49 | \$766.67 | \$20,244.79 |
| 25 / / | \$888.17 | \$116.97 | \$771.20 | \$19,440.98 |
| 26 / / | \$888.17 | \$112.42 | \$775.75 | \$18,633.81 |
| 27 / / | \$888.17 | \$107.84 | \$780.33 | \$17,823.29 |
| 28 / / | \$888.17 | \$103.24 | \$784.93 | \$17,009.38 |
| 29 / / | \$888.17 | \$98.60 | \$789.56 | \$16,192.09 |
| 30 / / | \$888.17 | \$93.94 | \$794.22 | \$15,371.39 |
| 31 / / | \$888.17 | \$89.26 | \$798.91 | \$14,547.27 |
| 32 / / | \$888.17 | \$84.54 | \$803.62 | \$13,719.72 |
| 33 / / | \$888.17 | \$79.80 | \$808.37 | \$12,888.71 |
| 34 / / | \$888.17 | \$75.03 | \$813.14 | \$12,054.25 |
| 35 / / | \$888.17 | \$70.23 | \$817.94 | \$11,216.31 |
| 36 / / | \$888.17 | \$65.40 | \$822.76 | \$10,374.88 |
| 37 / / | \$888.17 | \$60.54 | \$827.61 | \$9,529.49 |
| 38 / / | \$888.17 | \$55.65 | \$832.48 | \$8,689.64 |
| 39 / / | \$888.17 | \$50.73 | \$837.37 | \$7,844.93 |
| 40 / / | \$888.17 | \$45.78 | \$842.28 | \$6,995.00 |
| 41 / / | \$888.17 | \$40.80 | \$847.22 | \$6,149.59 |
| 42 / / | \$888.17 | \$35.79 | \$852.18 | \$5,297.44 |
| 43 / / | \$888.17 | \$30.75 | \$857.16 | \$4,438.30 |
| 44 / / | \$888.17 | \$25.68 | \$862.16 | \$3,572.02 |
| 45 / / | \$888.17 | \$20.58 | \$867.18 | \$2,698.56 |
| 46 / / | \$888.17 | \$15.44 | \$872.22 | \$1,817.78 |
| 47 / / | \$888.17 | \$10.27 | \$877.28 | \$929.54 |
| 48 / / | \$888.17 | \$5.07 | \$882.36 | \$43.50 |
| \$37,250.00 | | \$4,984.71 | \$32,265.29 | |

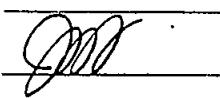
EXHIBIT C

PAGE 2 OF 2

| PAYMENT DATE | PAYMENT AMOUNT | INTEREST PAID | PRINCIPAL PAID | OPTION TO PURCHASE |
|-----------------|-------------------|------------------|-------------------|-----------------------|
| 37 / / | \$888.17 | \$60.55 | \$827.62 | \$9,529.94 |
| 38 / / | \$888.17 | \$55.66 | \$832.50 | \$8,681.48 |
| 39 / / | \$888.17 | \$50.75 | \$837.42 | \$7,829.49 |
| 40 / / | \$888.17 | \$45.81 | \$842.36 | \$6,973.94 |
| 41 / / | \$888.17 | \$40.84 | \$847.33 | \$6,114.83 |
| 42 / / | \$888.17 | \$35.84 | \$852.33 | \$5,252.14 |
| 43 / / | \$888.17 | \$30.81 | \$857.36 | \$4,385.86 |
| 44 / / | \$888.17 | \$25.75 | \$862.42 | \$3,515.97 |
| 45 / / | \$888.17 | \$20.66 | \$867.51 | \$2,642.45 |
| 46 / / | \$888.17 | \$15.54 | \$872.63 | \$1,765.29 |
| 47 / / | \$888.17 | \$10.39 | \$877.78 | \$884.48 |
| 48 / / | \$888.17 | \$5.21 | \$882.96 | \$0.00 |
| | \$10,658.00 | \$397.81 | \$10,260.19 | |

Lessor:

Lessee:



| | | | |
|-------------|-------------|------------|-------------|
| GRAND TOTAL | \$42,632.02 | \$5,382.02 | \$37,250.00 |
|-------------|-------------|------------|-------------|

*Interest Rate is conditioned upon the approval of credit by receipt of the last two years' annual financial statements and the signing of and return of all documents (including the Delivery & Acceptance Certificate) to our office by August 25, 1995.

* Dates will be filled in upon receipt of the Delivery & Acceptance Certificate at our office. A copy will be sent to the County thereafter.

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CAPITAL CITY LEASING, INC.

**EXHIBIT D to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

OPINION OF COUNSEL

****[TO BE ON LETTERHEAD OF LESSEE OR ITS OUTSIDE COUNSEL]****

RE: State and Municipal Lease/Purchase Agreement dated _____ ("Lease") between Capital City Leasing, Inc. ("Lessor") and _____ ("Lessee")

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Lease and the proceedings taken by the Lessee to authorize and execute said Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of _____ ("State") and has the power and authority to enter into the Lease and carry out the terms thereof.
2. The interest component of the Rental Payments as set forth in Exhibit C to the Lease qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
3. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee. All applicable bidding and budgeting requirements have been complied with. I have attached to my opinion copies of any resolutions adopted by the Lessee relating to the Lease.
4. The Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of _____. In the event Lessor obtains judgment against Lessee for money damages in connection with the Lease, Lessee will be obligated to pay such judgment.
5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him/her to hold the office set forth below his/her name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on _____; the next succeeding fiscal period of Lessee ends on _____.

Very truly yours,

Counsel for Lessee

By: _____

EXHIBIT F -VEHICLE ADDENDUM

BETWEEN CAPITAL CITY LEASING, INC. (LESSOR) AND County of Sabine (LESSEE)
DATED , 19

Title - During the term of this Lease, and so long as Lessee is not in default, legal title to each Vehicle and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. In the event of termination, full and unencumbered legal title to the Vehicle(s) with respect to which Lessee's obligation is terminated shall pass to Lessor, and Lessee shall have no further interest therein. Upon termination of the Lease for any reason specified, full and unencumbered legal title to all Vehicles then subject to this Lease shall pass to Lessor. In such event Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence passage of legal title to each Vehicle to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of each Vehicle to Lessor.

Security Interest - Lessor shall have and retain a security interest in each Vehicle subject to this Lease, the proceeds thereof, and all repairs, replacements, substitutions and modifications thereto or thereof, in order to secure Lessee's payment of all Payments due during the Term of the Lease with respect thereto, and the performance of all other obligations required to be performed by Lessee.

Lessor shall have authority, upon filing of the Manufacturer's Certificate of Origin for each Vehicle with the State Department of Motor Vehicles, to require the department to note Lessor's security interest on its records and the Certificate of Title for the Vehicle, Lessee will join with Lessor in executing such financing statements and other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Vehicle. If requested by Lessor, Lessee shall conspicuously mark each Vehicle with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease with respect thereto, so as to clearly disclose Lessor's security interest in the Vehicle.

Upon full payments of all amounts due hereunder, Lessor or its assigns shall deliver to Lessee all documents necessary to release any and all security interests and liens of any nature caused by Lessor or at its direction.

Use of Vehicle(s) - Lessee agrees to use the Vehicle(s) in an appropriate manner and agrees to comply with all applicable laws, ordinances and regulations relating to the use or possession of the Vehicle(s).

Maintenance and Repairs - Lessee shall effect and bear the expense of all routine and major maintenance, repair and replacement.

Insurance - See Insurance Information form.

Return of Property -If for any reason (including but not limited to, Lessee's default, or Lessee's termination) Lessor is entitled to possession of the Vehicle(s). Lessee shall deliver the Vehicle(s) to Lessor, at Lessee's expense, in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear excepted. Lessee shall be liable for and continue to make periodic payments for the use of the Vehicle(s) during the period between the event giving rise to Lessor's right of possession and the delivery.

Drivers - Lessee shall furnish and permit only qualified, trained, safe, licensed drivers whom it duly authorizes to operate the Vehicle(s), all such drivers being the agents of Lessee and not the agents, employees, or representatives of Lessor.

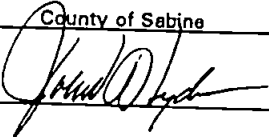
Fuel - Lessee shall provide and pay for all fuel necessary to operate the Vehicle(s).

Licensing - Lessee shall cause the Vehicle(s) to be duly licensed as required by any state in which it is operated and further, it shall cause the Vehicle(s) to be duly certified for operation including but not limited to any emission and/or registration requirement.

Inspection - Lessee shall cause each Vehicle to be inspected as required by law in any state in which the Vehicle is operated.

Interpretation - Regardless of any terminology used herein, this Agreement is for the sole purpose of enabling Lessee to acquire the Vehicle(s) provided for hereunder. Lessor is providing funds for said acquisition and is not a manufacturer, seller or distributor of any Vehicle(s) provided for hereunder.

Lessee: County of Sabine

By: 

Title: County Judge

Date: July 24, 1995, 19

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Lease No. M507AA

INSURANCE INFORMATION

LESSEE: County of Sabine

1. In accordance with Section 17 of the Governmental Lease/Purchase Agreement ("Agreement"), we have instructed the insurance agent named below, (please fill in name, address, fax, and telephone number),

Agency: Texas Association of Counties

Agent's Name: Beth Bergen

Address: P.O. Box 2131

Austin, Texas 78768

Phone Number: 512/478-8753

Fax: 512/478-1426

to issue the following:

- a. Evidence of All Risk Physical Damage Insurance on the leased equipment and Long Form Loss Payable Clause naming Capital City Leasing, Inc. ("Lessor") and/or its assigns as Loss Payee.
- b. Evidence of Public Liability Insurance naming Lessor and/or its assigns as an Additional Insured.

MINIMUM COVERAGE REQUIRED:

\$100,000.00 Bodily Injury Liability per person

\$300,000.00 Bodily Injury Liability per occurrence

\$100,000.00 Property Damage Liability per occurrence

OR,

☐ Self-Insured

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided to you prior to the time that the equipment is delivered to us.

Lessee: County of Sabine

By: 
Authorized Official

Date: July 24, 1995

(Rev. May 1995)

Department of the Treasury
Internal Revenue ServiceInformation Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e) For calendar year ending 1995

OMB No. 1545-0720

(Use Form 8038-G if the issue price of the issue is \$100,000 or more.)

Part I Reporting Authority

Check box if Amended Return ☐

| | |
|--|---|
| 1 Issuer's name County of Sabine | 2 Issuer's employer identification number 75 6001136 |
| 3 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 716 | Room/suite |
| 4 City, town, or post office, state, and ZIP code Hemphill, Texas 75948 | |

Part II Description of Obligations

| | | |
|--|----|-------------|
| 5 Issue price of small tax-exempt governmental obligations reported on this form. | 5 | \$37,250.00 |
| 6 Check the box that most nearly approximates the weighted average maturity of the obligation(s): a <input checked="" type="checkbox"/> Less than 5 years b <input type="checkbox"/> From 5 to 10 years c <input type="checkbox"/> More than 10 years | | |
| 7 Check the box that most nearly approximates the weighted average interest rate on the obligation(s): a <input type="checkbox"/> Less than 5% b <input checked="" type="checkbox"/> From 5% to 10% c <input type="checkbox"/> More than 10% | | |
| 8 Total issue price of the obligation(s) reported on line 5 that is/are: | | |
| a Obligation(s) issued in the form of a lease or installment sale | | |
| b Obligation(s) designated by the issuer under section 265(b)(3)(B)(i)(III) | 8b | \$37,250.00 |
| c Obligation(s) issued to refund prior issues | 8c | |
| d Loans made from the proceeds of another tax-exempt obligation | 8d | |
| 9 Check box if issuer has elected to pay a penalty in lieu of arbitrage rebate <input type="checkbox"/> | | |

Please
Sign
Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative

July 24, 1995

Date

John L. Hyden, County Judge

Type or print name and title

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 1 hr., 46 min.
Preparing the form 2 hr., 50 min.
Copying, assembling, and sending the form to the IRS 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Attention: Tax Forms Committee, PC:FP, Washington, DC 20224. DO NOT send the form to this address. Instead, see Where To File on page 2.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return.—Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with

an issue price of less than \$100,000. Each such separate return should specify the calendar year in which the issue was issued.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see line 9 instructions).

Filing a consolidated return.—For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

THIS FINANCING STATEMENT IS PRESENTED
TO A FILING OFFICER FOR FILING PURSUANT
TO THE UNIFORM COMMERCIAL CODE

M507AA

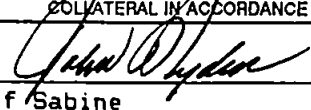
11. ☐ CHECK TO REQUEST SAME DEBTOR
SEARCH CERTIFICATE (INSTRUCTION B.11)

| | | | | |
|--|------------------------------------|------|-----------------------|------------|
| 1. DEBTOR (IF PERSONAL) LAST NAME County of Sabine | FIRST NAME | M.I. | 1A. PREFIX | 1B. SUFFIX |
| 1C. MAILING ADDRESS P.O. Box 716 | 1D. CITY, STATE Hemphill, Texas | | 1E. ZIP CODE 79548 | |
| 2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME | FIRST NAME | M.I. | 2A. PREFIX | 2B. SUFFIX |
| 2C. MAILING ADDRESS | 2D. CITY, STATE | | 2E. ZIP CODE | |
| 3. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME | FIRST NAME | M.I. | 3A. PREFIX | 3B. SUFFIX |
| 3C. MAILING ADDRESS | 3D. CITY, STATE | | 3E. ZIP CODE | |
| 4. SECURED PARTY (IF PERSONAL) LAST NAME Capital City Leasing, Inc. | FIRST NAME | M.I. | | |
| 4A. MAILING ADDRESS 4901 Spicewood Springs Road | 4B. CITY, STATE Austin, Texas | | 4C. ZIP CODE 78759 | |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY) | | | | |
| 5A. MAILING ADDRESS | 5B. CITY, STATE | | 5C. ZIP CODE | |

6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B: 6-7.)

ONE (1) Refurbished 1987 Mack Dump Truck with 12-14 yard dump

VIN:

| | | | |
|--|--|---|--|
| 7. CHECK ONLY IF APPLICABLE | 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input type="checkbox"/> | 7B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. <input type="checkbox"/> | NUMBER OF ADDITIONAL SHEETS PRESENTED |
| 8. CHECK APPROPRIATE BOX | 8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 8 ITEM: | | <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) |
| 9. SIGNATURE(S) OF DEBTOR(S)  County of Sabine | | | THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER) |
| SIGNATURE(S) OF SECURED PARTY(IES) Capital City Leasing, Inc. | | | |
| 10. Return copy to: NAME ADDRESS CITY STATE ZIP Capital City Leasing, Inc. 4901 Spicewood Springs Road Austin, Texas 78759 | | | |

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CAPITAL CITY LEASING, INC.
 4901 SPICEWOOD SPRINGS RD.
 AUSTIN, TEXAS 78759
 (512) 346-9393


INVOICE

INVOICE NO. M507AA

SOLD TO

SHIPPED TO

Judge John Larry Hyden
 County of Sabine
 P.O. Box 716
 Hemphill, Texas 75948

| DATE | ORDER NO. | SALESMAN | TERMS | SHIPPED VIA | PPD. | COLL. |
|----------|---|----------|------------------|-------------|-------|----------|
| 7/12/98 | | | Due Upon Receipt | | | |
| QUANTITY | DESCRIPTION | | | | PRICE | AMOUNT |
| | Due for first (1st) monthly payment out of forty-eight(48): | | | | | \$888.17 |
| | PLEASE MAKE CHECK PAYABLE TO CAPITAL CITY LEASING, INC. AT THE ABOVE ADDRESS. | | | | | |
| |  | | | | | |

ITEM NO. PK103U-3

AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • DEER PARK, N.Y. • ANAHEIM, CALIF.

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. Z PAGE 551
 Janice McDaniel County Cle
 by Louise Clark
 DEPUTY

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