

Monday, February 24, 1997, the Sabine County Commissioners' Court met in regular session. The following members were not present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order and Bro. Howell led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve as written the minutes for the February 10, 1997 regular Commissioners' Court meeting. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #2-Reports

Commissioner Lynn Smith moved to approve the two reports from the Treasurer and one report from the Tax Assessor. Commissioner Will Smith seconded. All voted for. Motion carried.

Agenda item #3-ISTEA -- Courthouse Renovation

Judge Leath gave an update report to the Court. He said that the thing that is causing the most problems is the fact that the original application for the grant said that we were going to restore the Courthouse to its 1910 appearance. Anything that we do that deviates from that creates problems with the Texas Historical Commission. The terminology needs changed from restoration to rehabilitation. Judge Leath said that we all would like to get back as close as we can to the 1910 appearance with the available finances. There are some things that are of higher priority to us, such as a hip roof, than things such as the dome.

Agenda item #4-Toledo Bend Amateur Radio

Bob Earhart presented a draft copy of the plan for the local government RACES (Radio Amateur Civil Emergency Service) operation to the Court.

Judge Leath said that Cookie had received a phone call from someone that did not give their name, but said that we needed to do a lot more checking before we did anything in connection with this. He said this person was invited to be in Court today. Judge Leath asks the visitors present if anyone has anything to say about this agenda item and the answer was no.

The Court decided that they needed more time to go over the draft. This item is to be placed on the agenda for the next regular Court meeting.

Agenda item #5-RFP - All Insurance Except Health Ins.

Commissioner Dickerson moved to request RFP's for all insurance except health insurance. Commissioner Clark seconded.

All voted for. Motion carried.

Agenda item #6-Sheriff -- Estray Contract

This will be a contract with the Sheriff's department.

Commissioner Lynn Smith moved to advertise for bids for Estray Animal contract with the Sheriff's department and bids will be opened at 8:30 a.m., Monday, March 17, 1997 at a special meeting of the Commissioner's Court. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #7-Line Item Transfers

Sheriff Philips request the following line item transfers:

From:	Travel & Lodging	\$1000.00
	School Registration	\$1000.00
To:	Radio Maintenance	\$2000.00

From:	Drug Education	\$2000.00
To:	ATM Account at First State Bank for Drug Operation	\$2000.00

From:	Drug Education	\$1000.00
To:	Equipment (For a PC)	\$1000.00

Commissioner Lynn Smith moved to approve the line item transfers as listed above. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #8-Executive Session

This item is deleted.

Agenda item #9-Speed Limit Sign/Rocky Hill Road Pct. #3

Commissioner Dickerson moved to place a 25-mph speed limit sign on the Rocky Hill road. Commissioner Will Smith seconded. All voted for. Motion carried.

Agenda item #1-General Business

Judge Leath told the Court that he was contacted by Karen Aaron requesting a County facility to conduct defensive driving classes. He said that he feels that if the County allows a For Profit Organization to use a County facility, this would be opening the door that would be hard to close. What was done for one would have to be done for all. If the Court does not object, this will be his answer to her.

No objection was stated.

Court recessed at 9:30 a.m.

Court reconvened at 9:50 a.m.

Agenda item #10-Pay Accounts and Salaries

Commissioner Lynn Smith moved to pay accounts and salaries except a bill from H&H Construction for \$35.00, consultation fee.

In discussion, Commissioner Will Smith ask Lynn if Mr. Halbert informed him that he was charging him a consultation fee. Lynn said no he did not.

Commissioner Clark seconded the motion. All voted for. Motion carried.

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Commissioner Dickerson moved to adjourn. Commissioner Will  
Smith seconded. Meeting adjourned.

Jack Leath COUNTY JUDGE  
Keith Clay COMMISSIONER PCT. #1  
Lynn Smith COMMISSIONER PCT. #2  
Dayle Dickerson COMMISSIONER PCT. #3  
W.D. COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 02-21-97

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(ALEL) ALLIED ELEVEATOR OF BEAUMONT</b>							
49	02-12-97	BALANCE DUE/ELEVATOR	6445.4080	2512		-9	16,557.25
Total							\$16,557.25
<b>(ANGL) ANGLER'S PRINTING &amp; PUBLISHING</b>							
3	02-13-97	500 BUSINESS CARDS	6325.4030	0		-8	22.50
67	02-10-97	500 BUSINESS CARDS	6310.5600	0		-11	22.50
68	02-13-97	1000 SHEET PROTECTOR	6310.5600	0		-8	171.20
Total							\$216.20
<b>(BEFA) BEALL'S FURNITURE &amp; APPLIANCE</b>							
56	02-11-97	REFRIGERATOR	6500.5600	06675		-10	175.00
Total							\$175.00
<b>(BOSA) BOGEL SALES, INC.</b>							
46	02-20-97	CASE TRASH LINERS	6310.4080	119268		-1	19.50
47	02-20-97	CASE TOILET TISSUE	6310.4080	119268		-1	43.50
48	02-20-97	COTTON MOPHEAD	6310.4080	119268		-1	3.50
Total							\$66.50
<b>(BRKI) BRENDA KILGORE</b>							
27	02-17-97	300 MILES @ .28 MILE	6470.4570	0		-4	84.00
28	02-17-97	TWO NIGHTS ROOM	6470.4570	0		-4	79.10
29	02-17-97	MEALS	6470.4570	0		-4	26.16
30	02-17-97	JPCA MEMBERSHIP DUES	6470.4570	0		-4	15.00
Total							\$204.26
<b>(BROK) BROOKSHIRE BROTHERS, INC.</b>							
85	01-11-97	GROCERIES	6542.5600	660469		-40	45.33
86	01-12-97	FILM	6500.5600	660473		-39	13.99
87	12-29-96	BREAD AND MILK	6542.5600	660156		-52	10.57
88	01-29-97	CHEESE, HAM, BREAD, CER	6542.5600	675462		-22	39.20
89	01-30-97	VIDEO SALES	6500.5600	675483		-21	17.66
90	01-30-97	PINE O PINE, BLEACH	6313.5600	675482		-21	3.38
91	01-30-97	MILK, BREAD, MEAT	6542.5600	675482		-21	17.45
92	01-31-97	SALAD DRESSING	6542.5600	675484		-21	3.27
93	02-02-97	CHEESE, HAM, CEREAL	6542.5600	675488		-19	61.15
94	02-02-97	AA BATTERIES	6500.5600	675487		-19	6.69
95	02-05-97	NIGHT LITE BULBS	6542.5600	676851		-16	2.97
96	02-06-97	CEREAL, HAM, MILK	6542.5600	676859		-15	40.81

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SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
BROOKSHIRE BROTHERS, INC. (CONTINUED)							
Total							\$262.47
(CAGR) CAPITAL GRAPHICS, INC.							
4	02-11-97	CONTINUOUS RECEIPTS	6325.4030	9700145		-10	348.21
5	02-11-97	SHIPPING CHARGES	6325.4030	9700145		-10	14.62
53	02-18-97	TONER CARTRIDGE	6310.4030	9700206		-3	125.00
Total							\$487.83
(CCLI) CAPITAL CITY LEASING, INC.							
20	02-20-97	PAYMENT R15 OF 60	6502.4500	M511AD		-1	661.83
25	02-20-97	PAYMENT R15 OF 60	6502.4550	M511AD		-1	397.10
26	02-20-97	PAYMENT R15 OF 60	6502.4570	M511AD		-1	397.10
41	02-20-97	PAYMENT R15 OF 60	6502.5600	M511AD		-1	1,191.30
Total							\$2,647.33
(CJEF) COUNTY JUDGES EDUCATION FUND							
2	02-20-97	REGISTRATION FEE	6470.4000	0		-1	125.00
Total							\$125.00
(COFE) COMMUNITY COFFEE, INC							
73	01-10-97	COFFEE	6542.5600	72270101		-41	42.00
Total							\$42.00
(CTSS) CORLEY'S SERVICE STATION							
75	02-17-97	FIX FLAT	6451.5600	UNIT R60		-4	8.00
Total							\$8.00
(DICT) DICTAPHONE							
70	02-04-97	MAINTENANCE CONTRACT	6480.5600	P547042		-17	1,196.00
Total							\$1,196.00
(DONS) DON'S SALVAGE & OILFIELD SERV							
80	02-03-97	HEADLIGHT	6451.5600	1599		-18	10.73
81	02-03-97	OIL FILTER	6451.5600	1599		-18	9.28
82	02-03-97	NEW WIPER MOTOR	6451.5600	1599		-18	71.65

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SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
DON'S SALVAGE & OILFIELD SERV (CONTINUED)							
83	02-03-97	5 QUARTS ENGINE OIL	6451.5600	1599		-18	9.25
84	02-03-97	LABOR AND REPAIR	6451.5600	1599		-18	45.00
Total							\$145.91
(ETCO)		EASTEX COMMUNICATIONS					
59	01-31-97	CHARGER	6480.5600	024997		-21	87.50
60	01-31-97	BATTERY	6480.5600	024997		-21	59.75
61	01-31-97	BATTERY	6480.5600	024997		-21	56.00
62	01-31-97	BATTERY	6480.5600	024997		-21	70.00
63	01-31-97	ALIGNED RADIOS	6480.5600	024997		-21	60.00
64	01-31-97	10 AMP FUSE	6480.5600	025003		-21	1.25
65	01-31-97	CHECK REPEATER	6480.5600	025003		-21	60.00
66	01-31-97	TRAVEL	6480.5600	025003		-21	87.50
Total							\$482.00
(FAFR)		FAT FREDS					
17	01-25-97	ICE AND CUPS	6106.4350	13433		-26	2.95
18	02-01-97	ICE AND CUPS	6106.4350	14325		-20	2.95
19	02-06-97	ICE	6106.4350	13703		-15	1.00
Total							\$6.90
(FNBC)		FIRST NATIONAL BANK IN CAMERON					
16	02-20-97	PAYMENT R29 OF 60	6613.4090	M410AA		-1	621.30
Total							\$621.30
(GINA)		GINA WHITE					
54	02-21-97	300 MILES @ .28 MILE	6470.4550	0		0	84.00
55	02-21-97	MEALS	6470.4550	0		0	43.82
Total							\$127.82
(HART)		HART INFORMATION SERVICES					
51	02-18-97	50 CITIATION IN PROB	6310.4030	741204		-3	20.00
52	02-18-97	SHIPPING & HANDLING	6310.4030	741204		-3	2.89
Total							\$22.89

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SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
 02-21-97

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(HEDC)		HEMPHILL DRUG COMPANY					
97	01-31-97	TOMMY PADDIE	6543.5600	1-031386		-21	10.35
98	02-13-97	BATTERY FOR CAMERA	6500.5600	1-032249		-8	1.47
Total							\$11.82
(HOCL)		HOYLE'S CLEANERS					
69	01-21-97	2 LAUNDRY & PATCHES	6540.5600	0		-30	16.70
Total							\$16.70
(HOIN)		HOLIDAY INN - LUBBOCK PLAZA					
1	02-20-97	JACK LEATH	6427.4000	R6076927		-1	248.60
Total							\$248.60
(IBMC)		IBM CORPORATION - DP7					
15	02-01-97	DOT BAND PRINTER	6613.4090	2756750		-20	95.00
Total							\$95.00
(JBTO)		JOHN BRENDAN TONER					
38	02-14-97	TWO NIGHTS HOTEL	6470.6650	0		-7	102.46
39	02-14-97	GATEPASS/PARKING	6470.6650	0		-7	25.00
40	02-14-97	THREE DAYS MEALS	6470.6650	0		-7	75.00
Total							\$202.46
(KENR)		KEN ROGERS & ASSOCIATES, LTD					
12	01-31-97	SPECIAL WORK/SHERIFF	6616.4090	0		-21	1,050.00
13	01-31-97	WORK DONE ON AUDIT	6616.4090	0		-21	3,000.00
Total							\$4,050.00
(LUTY)		LUFKIN TYPEWRITER & CASH REG.					
22	02-04-97	TWO SWINTEC RIBBONS	6310.4500	57079		-17	11.00
23	02-04-97	TWO CORRECTION RIBB	6310.4500	57079		-17	12.00
Total							\$23.00

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SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(PITB)</b>							
50	02-14-97	MAILING EQUIPMENT	PITNEY BOWES 6612.4090	3464138		-7	130.00
Total							\$130.00
<b>(POST)</b>							
14	02-20-97	BOX RENTAL FEE	POSTMASTER 6315.4090	BOX 580		-1	13.00
Total							\$13.00
<b>(QUCO)</b>							
QUILL CORPORATION							
36	02-12-97	6 IBM PROPRINTER RIB	6310.4990	2050687		-9	34.14
37	02-12-97	FREIGHT	6310.4990	2050687		-9	3.00
Total							\$37.14
<b>(RELI)</b>							
RELIABLE							
35	01-30-97	IMAGING REFILL	6310.4990	QH030301		-21	40.99
Total							\$40.99
<b>(ROSU)</b>							
ROGERS OFFICE SUPPLY							
7	02-07-97	6 MONITOR COVERS	6310.4030	6526		-14	47.70
8	02-07-97	COVER	6310.4030	6526		-14	9.45
9	02-07-97	COVER	6310.4030	6526		-14	4.45
10	02-06-97	WRIST REST	6310.4030	6502		-15	7.95
24	02-13-97	POLAROID FILTER	6310.4550	6627		-8	44.95
31	02-10-97	FOUR RECEIPT BOOKS	6310.4970	6128		-11	146.40
32	02-07-97	3 BTLs LIQUID PAPER	6310.4970	6512		-14	3.57
33	02-13-97	DOZEN ADDER PAPER	6310.4970	6617		-8	13.50
34	02-13-97	BOX RIBBONS	6310.4970	6617		-8	18.90
Total							\$296.87
<b>(SASO)</b>							
THE SARGENT-SOWELL CO.							
76	02-04-97	3 GOLD ELECTROPLATE	6540.5600	4973440		-17	148.50
77	02-04-97	3 BADGE CENTERS	6540.5600	4973440		-17	15.00
78	02-04-97	SHIPPING	6540.5600	4973440		-17	5.85
Total							\$169.35

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SABINE COUNTY GENERAL FUND  
 ACCOUNTS PAYABLE LEDGER  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
<b>(SCSD) SABINE COUNTY SHERIFF'S DEPT.</b>							
42	02-20-97	PHONE BILL REIMBURSE	6420.5600	PETTY		-1	24.08
43	02-20-97	UPS SHIPPING	6315.5600	PETTY		-1	10.27
44	02-20-97	REIMURSE FOR CANDY	6542.5600	PETTY		-1	1.62
45	02-18-97	REIMBURSE NSF CHECK	4000.5600	0		-3	40.00
Total							\$75.97
<b>(SMIT) SMITH'S TV SALES &amp; SERVICE</b>							
74	01-31-97	25 FT. PHONE CORD	6313.5600	7064		-21	6.95
Total							\$6.95
<b>(SYSC) SYSCO FOOD SERVICE - BEAUMONT</b>							
71	02-07-97	JANITORIAL SUPPLIES	6313.5600	70207007		-14	322.34
72	02-07-97	COFFEE, SUGAR, CREAM	6542.5600	70207007		-14	81.88
Total							\$404.22
<b>(TDCA) TEXAS DIST &amp; CO ATTORNEY ASSOC</b>							
57	02-18-97	1995 LIVESTOCK LAWS	6310.5600	24375		-3	10.00
58	02-18-97	POSTAGE	6310.5600	24375		-3	3.25
Total							\$13.25
<b>(TDLR) TX DEPT OF LICENSING &amp; REGULAT</b>							
11	02-17-97	ELEVATOR INSPECTION	6450.4080	0		-4	25.00
Total							\$25.00
<b>(TRIA) TRIAD</b>							
79	01-31-97	COMPUTER LABOR	6450.5600	00043821		-21	75.00
Total							\$75.00
<b>(WALM) WAL-MART R214</b>							
6	01-25-97	6 MICROCASSETTES	6310.4030	804		-26	44.82
Total							\$44.82

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SABINE COUNTY GENERAL FUND  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(WEST) 21	01-24-97	TX ST-CONST 1-18 3BK 6524.4500		89920575		-27	99.00
Total							\$99.00
Total of Ledger							\$29,473.80

SIGN HERE FOR PAYMENT APPROVAL

*Jack Leath*  
 Jack Leath  
 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

*Doyle Dickerson*  
 Doyle Dickerson  
 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 FEBRUARY 24, 1997.

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SABINE CO. ANTICIPATION NOTES  
 ACCOUNTS PAYABLE LEDGER  
 02-21-97

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(HMC0)		H&H CONSTRUCTION					
13	02-03-97	CONSULTING FEES	6300.6000	0		-18	35.00
Total							\$35.00
(MCCO)		MCCOY'S BUILDING SUPPLY CENTER					
1	02-10-97	7 BOXES CEILING TILE	6300.6000	65000214		-11	180.60
2	02-10-97	24 12' MAIN RUNNER	6300.6000	65000214		-11	78.96
3	02-10-97	44 4' RUNNER	6300.6000	65000214		-11	52.36
4	02-10-97	8 K LIGHT FIXTURES	6300.6000	65000214		-11	423.60
5	02-10-97	10 10' SIDE MOLDING	6300.6000	65000214		-11	17.90
6	02-10-97	12' MAIN RUNNER	6300.6000	65000214		-11	3.29
7	02-10-97	15 DUPLEX OUTLETS	6300.6000	65000215		-11	7.35
8	02-10-97	5 SWITCHES	6300.6000	65000215		-11	3.45
9	02-13-97	30 COOL WHITE DELUXE	6300.6000	65000216		-8	74.70
10	02-13-97	3 EMT PACKING COMPRE	6300.6000	65000216		-8	4.77
11	02-13-97	WING NUT PACK (15)	6300.6000	65000216		-8	2.89
12	02-13-97	50 4' TEES	6300.6000	65000217		-8	59.50
Total							\$909.37
Total of Ledger							\$944.37

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SIGN HERE FOR PAYMENT APPROVAL

Jack Leath  
Jack Leath  
County Judge

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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

Doyle Dickerson  
Doyle Dickerson  
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 FEBRUARY 24, 1997.

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SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
 02-21-97

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ANGL)		ANGLER'S PRINTING					
1	02-10-97	100 HAULING PERMITS	6650.6010	0		-11	5.63
4	02-10-97	100 HAULING PERMITS	6650.6020	0		-11	5.63
8	02-10-97	100 HAULING PERMITS	6650.6030	0		-11	5.62
11	02-10-97	100 HAULING PERMITS	6650.6040	0		-11	5.62
Total							\$22.50
(BACO)		BARCHEERS COMMUNICATIONS					
9	12-20-96	CELLULAR ANTENNA	6357.6040	0		-61	25.00
10	12-20-96	CELL ANTENNA	6357.6040	0		-61	18.15
Total							\$43.15
(BIG4)		BIG "4", INC.					
18	02-18-97	41 YARDS ROAD BASE	6662.6040	00315693		-3	246.00
19	02-18-97	165 YDS ROAD BASE	6662.6040	00315692		-3	990.00
21	02-18-97	552 YDS ROAD BASE	6662.6030	00315696		-3	3,312.00
Total							\$4,548.00
(BOAZ)		BOAZ AUTO REPAIR					
6	02-01-97	13 HOURS LABOR	6344.6030	243888		-20	156.00
Total							\$156.00
(ETAC)		EAST TEXAS ASPHALT CO.					
15	02-08-97	13.09 TONS SCALPINGS	6378.6040	6717		-13	261.80
16	02-12-97	15.11 TONS SCALPINGS	6378.6040	6891		-9	234.20
17	02-12-97	14.46 TONS SCALPINGS	6378.6040	6891		-9	224.13
Total							\$720.13
(GMWS)		G-M WATER SUPPLY CORP.					
3	02-20-97	WATER BILL	6440.6020	1262		-1	20.10
Total							\$20.10
(LCRE)		L.C. REED					
12	02-05-97	FIVE HOURS LABOR	6346.6040	0		-16	100.00
Total							\$100.00

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SABINE COUNTY ROAD & BRIDGE  
 ACCOUNTS PAYABLE LEDGER  
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
		SABINE COUNTY REPORTER					
(SCRE)							
20	01-08-97	CHRISTMAS COLOR BOOK	6650.6040	3355		-43	25.00
							-----
Total							\$25.00
		WELSH ROCK, INC.					
(WERO)							
2	02-11-97	161 TONS R1 ROADBASE	6662.6010	9038		-10	644.00
5	02-11-97	287.14 TONS ROADBASE	6662.6020	9039		-10	1,148.56
7	02-11-97	29.5 TONS R4 IRONORE	6662.6030	9040		-10	44.25
13	02-11-97	177.43 TONS ROADBASE	6662.6040	9041		-10	709.72
14	02-11-97	12.86 TONS R5 2"-4"	6662.6040	9041		-10	57.87
							-----
Total							\$2,604.40
Total of Ledger							-----
							\$8,239.28
							=====

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SIGN HERE FOR PAYMENT APPROVAL

Jack Leath  
Jack Leath  
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

Doyle Dickerson  
Doyle Dickerson  
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 FEBRUARY 24, 1997.

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SABINE COUNTY DEBT SERVICE  
 ACCOUNTS PAYABLE LEDGER  
 02-21-97

022197  
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(FSTB)			FIRST STATE BANK				
1	02-20-97	PRINCIPAL	661.0000	0		-1	60,000.00
2	02-20-97	INTEREST	662.0000	0		-1	9,137.50
Total							\$69,137.50

Total of Ledger

\$69,137.50

SIGN HERE FOR PAYMENT APPROVAL

*Jack Leath*  
 Jack Leath  
 County Judge

SIGN HERE FOR PAYMENT APPROVAL

*Janice McDaniel*  
 Janice McDaniel  
 County Clerk

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 Keith C. Clark  
 Commissioner, Pct. #3

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 Lynn Smith  
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 Doyle Dickerson  
 Commissioner, Pct. #3

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

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT FEBRUARY 24, 1997.

Vol BB Pg 686



RECORD RETENTION FUND  
ACCOUNTS PAYABLE LEDGER  
02-21-97

022197  
Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(FNBC)		FIRST NATIONAL BANK IN CAMERON					
1	02-20-97	PAYMENT R29 OF 60	775.6450	M410AA		-1	1,000.00
Total							\$1,000.00

Total of Ledger

-----  
\$1,000.00  
=====

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath  
Jack Leath  
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel  
Janice McDaniel  
County Clerk

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Keith C. Clark  
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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 FEBRUARY 24, 1997.

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FINANCIAL REPORT  
FEBRUARY 21, 1997

FUND	BALANCE 01/24/97	RECEIPTS	DISBURSEMENT	BALANCE 02/21/97
ROAD & BRIDGE #1	74,937.22	20,942.43	13,727.54	82,152.11
ROAD & BRIDGE #2	88,380.43	20,974.59	12,477.73	96,877.29
ROAD & BRIDGE #3	56,027.88	21,860.41	22,126.36	55,761.93
ROAD & BRIDGE #4	59,530.17	23,368.31	22,779.82	60,118.66
ROAD & BRIDGE SPECIAL I	1,624.26	6,000.00	1,739.66	5,884.60
ROAD & BRIDGE SPECIAL III	(31,063.03)	1,063.03	-0-	(30,000.00)
LITTER CONTROL	( 1,952.88)	-0-	724.50	( 2,677.38)
BALANCE AS OF 02/21/97				268,117.21

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FINANCIAL REPORT

FEBRUARY 21, 1997

FUND	BALANCE 01/24/97	RECEIPTS	DISBURSEMENTS	BALANCE 02/21/97
GENERAL	515,927.22	357,446.39	163,822.39	709,551.22
CRIMINAL JUSTICE PLANNING	1,778.71	814.55	1,891.47	701.79
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	324.69	149.93	347.24	127.38
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	653.46	295.84	698.57	250.73
LAW ENFORCEMENT MANAGE- MENT INSTITUTE	163.84	74.42	175.10	63.16
COMPENSATION TO VICTIMS OF CRIME	5,610.09	2,408.71	5,948.39	2,070.41
GENERAL REVENUE	816.91	369.75	873.28	313.38
ARREST FEES	2,518.70	1,125.16	2,666.46	977.40
JUDICIAL AND COURT PERSONNEL TRAINING	323.77	149.94	346.32	127.39
OPERATOR'S AND CHAUFFEUR'S LICENSE	374.91	127.35	379.82	122.44
COMPREHENSIVE REHABILITATION	418.37	223.01	423.37	218.01
BREATH ALCOHOL TESTING	270.00	80.00	270.00	80.00
RECORD MANAGEMENT FEE	7,470.00	230.00	-0-	7,700.00
COURTHOUSE SECURITY FEE	16,709.30	469.00	-0-	17,178.30
CHURCH ARSON PREVENTION PROGRAM	-0-	4,600.00	1,182.16	3,417.84
BALANCE AS OF 02/21/97				742,899.45

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FINANCIAL REPORT  
FEBRUARY 21, 1997

FUND	BALANCE 01/24/97	RECEIPTS	DISBURSEMENTS	BALANCE 02/21/97
DEBT SERVICE	65,082.37	19,022.11	-0-	84,104.48
ANTICIPATION NOTES	235,531.35	1,251.37	17,084.35	219,698.37
RECORD RETENTIONS	7,943.96	1,353.22	1,000.00	8,297.18
URGENT NEED GRANT WATER - 944	3.06	-0-	3.06	-0-
COMMUNITY DEVELOPMENT PROGRAM GRANT THOMAS JOHNSON SEWER	500.00	-0-	-0-	-0-
HOTEL/MOTEL TAX	48,716.47	556.88	4,064.00	45,209.35
ECONOMICALLY DISTRESSED AREA PROGRAM-TEXAS WATER DEVELOPMENT BOARD GRANT	271.85	1.44	-0-	273.29
PR BOND PROGRAM GRANT III-SALARIES	6,294.37	-0-	1,544.58	4,749.79
PR BOND PROGRAM GRANT III-CONTRACT RESIDENTIAL TREATMENT	3,864.00	-0-	-0-	3,864.00

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FEEES COLLECTED IN JANUARY, 1997

THOMAS J. HAMILTON, JUSTICE OF THE PEACE PRECINCT 1, PLACE 1 (2 Months)	\$ 2,846.04
DANIEL FEATHERSTON, JUSTICE OF THE PEACE PRECINCT 2, PLACE 1	4,094.83
TANYA WALKER, DISTRICT CLERK	968.39
JANICE MCDANIEL, COUNTY CLERK	7,332.95
TOTAL	\$15,242.21

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TREASURER'S QUARTERLY REPORT  
OCTOBER, NOVEMBER AND DECEMBER, 1996

FUND	BALANCE 09/30/96	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/96
GENERAL	194,505.72	830,175.17	564,236.22	460,444.67
CJP	1,548.39	1,664.03	2,078.28	1,134.14
LEOCE	875.42	615.60	1,073.35	461.67
LEOA	-0-	305.75	96.94	208.81
LEMI	-0-	154.44	49.54	104.90
CVC	4,190.53	5,337.06	5,846.13	3,681.46
GR	636.94	769.55	884.38	522.11
ARREST FEES	1,966.59	2,313.72	2,521.48	1,758.83
JCPT	256.55	304.75	353.39	207.91
OCL	202.50	299.99	264.03	238.46
CR	372.38	392.49	557.25	207.62
BAT	180.00	255.00	225.00	210.00
COURTHOUSE SECURITY	14,988.30	1,301.00	-0-	16,289.30
RECORD MANAGEMENT FEE	6,820.00	500.00	-0-	7,320.00
RECORD RETENTION	6,912.03	4,248.93	3,577.00	7,583.96
DEBT SERVICE	19,001.87	39,838.18	-0-	58,840.05
ANTICIPATION NOTES	254,489.82	3,885.81	22,120.57	236,255.06
HOTEL/MOTEL TAX	47,256.56	8,693.22	13,756.75	42,193.03
PR BOND GRANT III	-0-	8,516.00	1,661.45	6,854.55
PR BOND GRANT III, CONTRACT RESIDENTIAL TREATMENT	-0-	7,494.00	3,630.00	3,864.00
COMMUNITY DEVELOPMENT PROGRAM (SEWER)	500.00	-0-	-0-	500.00
URGENT NEED GRANT WATER - 944	326.80	3,503.06	3,826.80	3.06
EDAP GRANT-WATER AND WASTEWATER BRONSON, BROOKELAND AND TOLEDO BEND	219.71	40,351.14	40,299.00	271.85
ROAD & BRIDGE #1	58,009.45	58,383.09	37,879.96	78,512.58
ROAD & BRIDGE #2	56,965.11	59,226.28	29,869.80	86,321.59
ROAD & BRIDGE #3	34,493.61	60,557.74	34,556.00	60,495.35
ROAD & BRIDGE #4	59,611.77	67,692.01	61,410.25	65,893.53
ROAD & BRIDGE SPECIAL I	3,745.57	-0-	2,121.31	1,624.26
ROAD & BRIDGE SPECIAL III	( 32,822.78)	3,250.00	2,141.25	( 31,714.03)

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STATE OF TEXAS        ¶

COUNTY OF SABINE     ¶

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

*Ollie Faye Sparks*  
SABINE COUNTY TREASURER

A F F I D A V I T

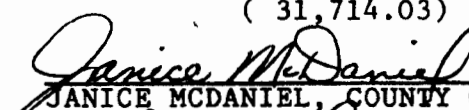
We, the County Judge and County Commissioners of Sabine County, Texas, do hereby certify that Art. 1636 has been in all things complied within the February term, 1997 Commissioners' Court and that we have counted the money held by the County Treasurer as reported to us by said Treasurers' Quarterly Report, and that we find the following accounts in each fund to-wit:

GENERAL	460,444.67
CJP	1,134.14
LEOCE	461.67
LEOA	208.81
LEMI	104.90
CVC	3,681.46
GR	522.11
ARREST FEES	1,758.83
JCPT	207.91
OCL	238.46
CR	207.62
BAT	210.00
COURTHOUSE SECURITY	16,289.30
RECORD MANAGEMENT FEE	7,320.00
RECORD RETENTION	7,583.96
DEBT SERVICE	58,840.05
ANTICIPATION NOTES	236,255.06
HOTEL/MOTEL TAX	42,193.03
PR BOND GRANT III	6,854.55
PR BOND GRANT III, CONTRACT RESIDENTIAL TREATMENT	3,864.00
COMMUNITY DEVELOPMENT PROGRAM (SEWER)	500.00
URGENT NEED GRANT WATER - 944	3.06
EDAP GRANT-WATER AND WASTEWATER BRONSON, BROOKELAND AND TOLEDO BEND	271.85
ROAD & BRIDGE #1	78,512.58
ROAD & BRIDGE #2	86,321.59
ROAD & BRIDGE #3	60,495.35
ROAD & BRIDGE #4	65,893.53
ROAD & BRIDGE SPECIAL I	1,624.26
ROAD & BRIDGE SPECIAL III	( 31,714.03)


  
 JACK LEATH, COUNTY JUDGE

  
 KEITH C. CLARK, COMMISSIONER, PCT. #1

  
 DOYLE DICKERSON, COMMISSIONER, PCT. #3

  
 JANICE MCDANIEL, COUNTY CLERK

  
 LYNN SMITH, COMMISSIONER, PCT. #2

  
 WILL SMITH, SR., COMMISSIONER, PCT. #4



**Tammy Reeves**  
**Tax Assessor & Collector**  
 P.O. Drawer 310  
 Hemphill Texas 75948-0310  
 (409) 787-2257  
 Fax (409) 787-2044 4753

SABINE COUNTY TAX OFFICE  
 MONTHLY REPORT OF  
 SABINE COUNTY TAX COLLECTIONS  
 January '97

	<u>MONTHLY</u>	<u>YEAR-TO-DATE</u>	<u>BALANCE DUE</u>
<b>1996 COLLECTIONS:</b>			
COUNTY TAX LEVY		1,059,540.02	418,140.14
+ Supplements	229.60	35,961.19	418,369.74
- Adjustments	(415.90)	(40,183.66)	417,953.84
Early Pmt. Disc.	(119.12)	(16,489.05)	417,834.72
Current Del.			
Penalty & Interest		31.94	
Collections	(263,535.00)	(884,576.30)	154,299.72
Refunds		15.58	

PERCENTAGE OF 1996 TAXES COLLECTED: 85.38%

**DELINQUENT COLLECTIONS:**

BALANCE DUE		215,820.20	195,991.51
+ Supplements	173.22	3,598.63	196,164.73
- Adjustments	(222.61)	(7,644.26)	195,942.12
Del. Collections	(2,308.54)	(18,140.99)	193,633.58
Penalty & Interest	1,083.88	7,540.54	
15% ADDITIONAL PEN.	508.93	3,846.11	

NOTE: The 1996 year-to-date totals are cumulative from Oct.1, 1996. The beginning balance of delinquents is the base tax only. It does not reflect penalty & interest, therefore the ending balance is base tax only.

I hereby certify with my official seal of office that the above figures are true and correct records of collections and adjustments made through the Sabine County Tax Office

Tammy Reeves  
 TAMMY REEVES, SABINE COUNTY TAX A/C

2/12/97  
 DATE

Vol BB Pg 695

**Tammy Reeves**  
**Tax Assessor & Collector**  
P.O. Drawer 310  
Hemphill Texas 75948-0310  
(409) 787-2257  
Fax (409) 787-2044

SABINE COUNTY TAX OFFICE  
MONTHLY REPORT OF  
SABINE COUNTY DEL. STATE TAXES

January '97

<u>DEL. STATE TAXES:</u>	<u>MONTHLY</u>	<u>YEAR-TO-DATE</u>	<u>BALANCE DUE</u>
Balance Due		2,384.41	2,306.42
+ Supplements		87.96	
- Adjustments		(147.98)	
Del. Collections	(6.27)	(24.24)	2,300.15
Penalty & Interest	12.89	51.21	
15% ADDITIONAL PENALTY	2.88	11.35	

\* Note: The beginning balance of delinquents is the base tax only.  
It does not reflect penalty & interest, therefore the ending  
balance is base tax only.

I hereby certify with my official seal of office that the above figures  
are true and correct records of collections and adjustments made through  
the Sabine County Tax Office.

Tammy Reeves  
TAMMY REEVES, SABINE COUNTY TAX A/C

2/12/97  
DATE

Vol BB Pg 696

**Tammy Reeves**  
**Tax Assessor & Collector**  
P.O. Drawer 310  
Hemphill, Texas 75948-0310  
(409) 787-2257  
Fax (409) 787-2044

Monthly Report of Fees Collected by Tammy Reeves, Tax Assessor & Collector  
for Sabine County, Sabine County Hospital District, City of Pineland,  
West Sabine I.S.D. & Hemphill I.S.D.

January '97

	<u>RECEIPTS</u>	<u>DISBURSEMENTS TO COUNTY</u>	<u>DISBURSEMENTS TO OTHER AG.</u>
<b>COUNTY FEES:</b>			
County Ad Valorem..	263,535.00	263,535.00	
Del. Ad Valorem....	2,314.81	2,314.81	
Penalties & Interest	1,608.58	1,096.77	511.81
Hospital.....	71,759.91	717.60	71,042.31
Del. Hospital.....	771.39	7.71	763.68
Hospital P & I.....	609.53	4.30	605.23
West Sabine I.S.D..	456,275.58		456,275.58
Del. West Sabine...	498.13		498.13
West Sabine P & I..	503.75		503.75
West Sabine Del. CED	77.44		77.44
West Sabine CED P & I	73.76		93.48
HEMPHILL I.S.D.....	356,983.56	3,569.84	353,413.72
Del. H.I.S.D.....	6,476.66	44.70	6,431.96
H.I.S.D. P & I.....	4,315.23	29.08	4,286.15
H.I.S.D. Del CED...	659.16	6.60	652.56
H.I.S.D. CED P & I.	583.38	4.21	579.17
City of Pineland...	53,375.18		52,823.58
Del. City-Pineland.	8.11		8.11
Pineland City P & I	6.82		6.82
Tax Certificates...	1,230.00	615.00	615.00
Copies.....	10.00	10.00	
Phone Verification.			
Boat & Motor Reg...	1,315.00	131.50	1,183.50
County Other.....	107.00	28.49	343.91
County Interest....	904.30	904.30	
County Alcohol NSF Fee	100.00		
<b>TOTALS.....</b>	<b>1,224,102.28</b>	<b>273,019.91</b>	<b>950,715.89</b>
<b>DEALER TAXES:</b>			
Special Dealer Inv.	318.37		
Interest on Acct...	24.93		
<b>TOTALS.....</b>	<b>343.30</b>		
<b>SALES TAX FEES:</b>			
Boat & Mtr. Sales Tax	3,327.36	166.37	3,160.99
Motor Veh. Sales Tax.	10,358.78		10,358.78
<b>TOTALS.....</b>	<b>13,686.14</b>	<b>166.37</b>	<b>13,519.77</b>
<b>STATE FEES:</b>			
Registration.....	31,537.79	31,081.24	456.55
Road & Bridge Fees..	7,190.00	6,974.30	215.70
Title Applications..	1,300.00	500.00	800.00
Young Farmers.....	235.00		235.00
State Interest.....	50.22	50.22	
State Alcohol.....			
<b>TOTALS.....</b>	<b>40,313.01</b>	<b>38,605.76</b>	<b>1,707.25</b>
<b>COMPLETE TOTALS..</b>	<b>1,278,444.73</b>	<b>311,792.04</b>	<b>965,942.91</b>

## EQUIPMENT PURCHASE/SOFTWARE LICENSE AGREEMENT

This Agreement is made and entered into by and between American Information Systems, Inc., a Delaware corporation, having its principal office at 112118 John Galt Blvd., Omaha, Nebraska 68137 (hereinafter referred to as "AIS") and Saline County Texas (hereinafter referred to as "Buyer" or "Licensee").

In consideration of the mutual promises and agreements set forth in this Agreement, AIS and Buyer agree as follows:

### I. PURCHASE OF EQUIPMENT

1. Sale: AIS agrees to sell, and Buyer agrees to purchase, the equipment described below (the "Equipment"), subject to the terms and conditions set forth in this Agreement:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		<b>AIS Model 150 OMR Ballot Tabulation and Reporting System</b>		<b>\$23,995.00</b>
		<i>Includes One AIS Model 150 OMR Scanner with Two Year Warranty</i>		
		<b>One AIS 150 Scanner Table and Cover</b>		
		<b>One AIS 150 Start up kit</b>		
		<b>One Ballot Jigger</b>		
		<b>Delivery and Installation</b>		
		<b>Technical Preparation</b>		
		<b>On Site Training</b>		
		<b>Pre Election Consultation</b>		
		<b>On Site Election Support for November 97 Amendment Election</b>		
		<b>Post Election Consultation</b>		
10		<b>AIS ELECTION DAY BALLOT BOXES</b>	40.00	400.00
1		<b>AIS EARLY VOTING BALLOT BOX</b>	40.00	40.00
		<b>LESS SPECIAL OFFER DISCOUNT</b>		<b>(\$1,900.00)</b>
		<b>SEE ADDITIONAL TERMS AND CONDITIONS</b>		

Total Price for Equipment and Software	\$ 23435.00
Initial Software License Fee	\$ .00
State and Local Taxes	\$ .00
<b>NET AMOUNT DUE AIS</b>	<b>\$ 23435.00</b>

2. Specific Terms and Conditions: The purchase of the Equipment is subject to the following specific terms and conditions:

3. Payment of Purchase Price: The Total Purchase Price for the Equipment, as stated above, including applicable sales or use taxes, if any, shall be due upon delivery of the Equipment to Buyer. In the event the Total Purchase Price is not paid in full within thirty (30) days after delivery of the Equipment, AIS reserves the right to charge Buyer interest on the unpaid balance, until the unpaid balance is paid in full.

4. Delivery, Installation and Training: AIS will cause the Equipment to be delivered to a carrier for delivery to Buyer's premises on a date mutually convenient to AIS and Buyer. An AIS representative will install the Equipment on a mutually agreed upon date. A delivery and installation charge shall be paid by Buyer as set forth in 1. above. AIS will provide operational training to Buyer and on-site support at the first election for which the Equipment is used. AIS will supply at no additional charge all normal documentation and operator's manuals applicable to the Equipment purchased under this Agreement.

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5. Warranty and Remedies.

(a) AIS Scanning Equipment. AIS warrants that any AIS scanning equipment purchased under this Agreement will conform to the performance specifications stated in the AIS documentation and operator's manuals for such scanning equipment and that such scanning equipment will be free from manufacturing and material defects for the applicable periods as follows: AIS 150 Optical Mark Reader - two (2) years; AIS 550 Optical Mark Reader - five (5) years. Any AIS scanning equipment purchased under this Agreement which becomes defective during the applicable warranty period for such equipment will, at AIS' sole and absolute discretion, be repaired or replaced at Buyer's site or AIS' plant at AIS' expense. Buyer acknowledges and agrees that the warranty provided by this Paragraph 4(a) for AIS scanning equipment purchased under this Agreement is contingent upon, and subject to, Buyer's proper use of the AIS scanning equipment and the requirement that Buyer use only ballot code stock provided or approved by AIS in the AIS scanning equipment. Buyer further acknowledges and agrees that the warranty for AIS scanning equipment does not cover AIS scanning equipment:

- (1) which has been modified in any manner without AIS' prior written consent and approval;
- (2) which has been used in conjunction with any other equipment, device, software, paper product, or data which has not been approved or supplied by AIS;
- (3) which has been subjected to unusual physical or electrical stress;
- (4) which has been used in any manner other than for ordinary use; or
- (5) which has had the original identification marks and/or numbers removed or altered in any manner.

(b) All Other Equipment. Buyer acknowledges and agrees that, except for the warranty provided in subparagraph (a) above for AIS scanning equipment, AIS does not provide any other warranties on the Equipment and that the Equipment is supplied to Buyer on an as-is basis as between AIS and Buyer. AIS shall assign to Buyer the warranties and indemnities, if any, provided by the manufacturer(s) of the Equipment (other than AIS scanning equipment), to the extent they are assignable by AIS; provided, however, Buyer's sole and exclusive remedy for the breach of any such warranty or indemnity shall be against the person offering the warranty or indemnity and not against AIS.

(c) Limitations. Buyer represents that it accepts sole responsibility for the selection of the Equipment to achieve Buyer's intended results. (OTHER THAN AS PROVIDED IN THIS SECTION 5, THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Title, Security Interest, Risk of Loss and Default. Buyer shall acquire title to the Equipment upon the later of delivery of the Equipment to Buyer or acceptance of this Agreement by Buyer. AIS shall retain a security interest in the Equipment until the Total Purchase Price is paid in full, and Buyer agrees to execute any documents that may be necessary or appropriate to perfect AIS' security interest in the Equipment. Buyer appoints AIS as its attorney-in-fact to prepare, sign and file of record for Buyer, in Buyer's name, any such documents. AIS or its insurers shall bear the risk of loss of, or damage to, the Equipment only until such time as the Equipment is delivered to Buyer. After delivery of the Equipment to Buyer, all risk of loss of, or damage to, the Equipment shall be borne exclusively by Buyer.

3. Proprietary Rights. Buyer acknowledges and agrees that the design specifications for the AIS scanning equipment, the AIS system, and any and all names, documents, logos, information and materials used therewith is proprietary property of AIS. Buyer further acknowledges and agrees that AIS' sale of any Equipment or other accompanying items hereunder does not grant to or invest in Buyer any right, title or interest in and to said proprietary property. All patents or trademarks, whether now owned or hereafter acquired by AIS with respect to the AIS scanning equipment are the sole and absolute property of AIS and no interest therein is being vested in Buyer by the execution of this Agreement or by the sale of the Equipment or the AIS system to Buyer. Buyer shall have no authority or right to copy, modify, license or otherwise transfer any rights in and to any proprietary property of AIS as outlined in this section of the Agreement, without the prior express written consent of AIS. The provisions of this section shall survive the termination of this Agreement.

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## II. SOFTWARE LICENSE

1. Grant of License. AIS hereby grants to Buyer (referred to in this Section II as "Licensee") and Licensee hereby accepts from AIS, a personal, nonexclusive and nontransferable license ("License") to use the AIS software, including any new releases, enhancements and modifications ("Software"). Buyer acknowledges and agrees that the Software may only be used in the networking environment. If Licensee desires to use the Software on additional computers beyond the networked proposal, an additional license must be obtained from AIS or a multi-use license secured from AIS. The License herein granted to Licensee shall be effective on the date the Software is first installed on Licensee's computer equipment and shall remain in force for the term of the License unless earlier terminated in accordance with this Agreement.

2. License Fee. The initial fee for the License herein granted to Licensee ("License Fee") is N/A Dollars (\$ N/A), plus applicable sales or use taxes if any. An annual License Fee of N/A Dollars (\$ N/A) will be charged for each renewal term of the License. AIS will invoice Licensee for the annual License Fee not less than thirty (30) days prior to the renewal anniversary date. The annual License Fee shall be due and payable on or prior to such date.

3. Term of License. The term of the License shall be for a period of one year. The License shall automatically renew for additional one-year terms on each anniversary date of this Agreement until the earlier to occur of (i) a breach of this Agreement which has not been cured by the breaching party after thirty (30) days written notice from the nonbreaching party (except a breach as provided in (iii) below which will require no notice), (ii) any anniversary date of this Agreement where written notice of nonrenewal has been given thirty (30) days in advance of any such one-year renewal date by either party to the other party, or (iii) Licensee's failure to pay the annual License Fee within sixty (60) days of the date of the annual License Fee invoice. Upon termination of the License, Licensee shall immediately return to AIS the Software (including any and all copies of it), together with all related documentation. Termination of the License pursuant to this provision is in addition to any other remedies available to AIS at law or in equity.

4. Delivery, Training and Documentation. AIS will deliver the Software and related equipment described in Section I.1. above on a date mutually convenient to AIS and Licensee. The Software shall be deemed accepted upon delivery of the Software and related equipment. AIS will provide user-level documentation for the Software and operational training prior to the first election for which the Software will be used. Charges for additional training or support services shall be invoiced to Licensee at AIS' then-current hourly rates, plus travel, communications and other expenses.

5. Use and Protection of Software. The Software shall be used only with AIS authorized computer system(s). The Software may only be used by Licensee and its authorized employees, including consultants under contract to Licensee working solely for the benefit of Licensee who agree in writing to be bound by the terms of this Agreement. The Software shall be used only for processing the Licensee's own data and Licensee shall not permit or provide the transfer of the Software or any portion thereof, to any other party or to any other computer, by physical or electronic means, unless specifically authorized by AIS in an addendum hereto. Licensee shall not make or allow others to make copies or reproductions of the Software or related documentation in any form without the prior written consent of AIS. Distribution or disclosure of the Software or related documentation, including derivative works, modifications or adaptations, without AIS' prior written consent is expressly prohibited. Except as expressly stated herein or in an addendum hereto, Licensee may not alter, modify or adapt the Software or related documentation including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works, and it may not take any other steps intended to produce a source language statement of the Software or any part thereof without AIS' prior express written consent.

6. Warranty and Remedies. AIS warrants that the Software will perform substantially in accordance with the then-current operating documentation for the Software during the term of the License, provided that: (a) the Software is not modified, changed or altered by anyone other than AIS, unless authorized by AIS in writing; (b) there is no change by anyone other than AIS in the computer equipment (including operating system software) on which AIS installed the Software; (c) the computer equipment is in good operating order and is installed in a suitable operating environment; (d) the error or defect is not caused by Licensee, its agents, servants, employees, or contractors, or any third party; (e) Licensee promptly notifies AIS of the error or defect after it is discovered; and (f) all fees due to AIS under this Agreement have been paid in full. **THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ANY SERVICES PROVIDED BY AIS TO LICENSEE IN CONNECTION WITH THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Licensee represents that it accepts sole responsibility for (a) the selection of the Software to achieve Licensee's intended results; (b) its use; and (c) the results obtained from the Software. Licensee's **SOLE AND EXCLUSIVE REMEDY** and AIS' only obligation under this warranty is to use commercially reasonable efforts to cause the Software to operate substantially in accordance with the then-current operating documentation for the Software.

7. Proprietary Rights. Licensee acknowledges and agrees that: (i) the Software, together with any related documentation supplied by AIS to Licensee pursuant to this Agreement, is the property of AIS and remains so even after delivery to Licensee; (ii) the Software and any related documentation supplied by AIS to Licensee, in machine readable form or otherwise, are confidential and proprietary trade secrets of AIS, protected by law, and of substantial value to AIS, and their use and disclosure must be carefully and continuously controlled; and (iii) the Software is protected by the Copyright Laws of the United States. Licensee agrees to keep all property of AIS free and clear of all claims, liens and encumbrances. The Software licensed under this Agreement shall be used by Licensee only to process its own data and shall not be used for, or on behalf of, others. The Software may not be installed or used on more than one central processing unit and its associated peripheral units located on Licensee's premises. Licensee shall not, directly or indirectly permit others to: copy, duplicate or furnish to others any physical or magnetic version of the Software; remove any copyright or other notice contained or included in any material provided by AIS; create or attempt to create the source computer programs or any part of them from the operational object program licensed under this Agreement; change or modify the Software or create derivative works from them; or reverse engineer or attempt to reverse engineer the Software. Licensee shall notify AIS immediately of the unauthorized possession, use or knowledge of any item supplied to Licensee pursuant to this Agreement. Licensee agrees not to challenge AIS' rights in and to the Software, including, but not limited to, the copyrights in it. In the event Licensee breaches or attempts to breach any of the provisions of this paragraph, AIS shall have the right, in addition to such other remedies that may be available to it, to injunctive relief adjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this paragraph shall survive the termination of this Agreement.

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III. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be binding upon or enforceable against AIS until this Agreement is accepted and executed by a duly authorized agent of AIS at AIS' principal office. If this Agreement is accepted and executed by a duly authorized agent of AIS before the Agreement is accepted and executed by Buyer, AIS' acceptance shall terminate and this Agreement shall become null and void without any further notice to either party if the Agreement is not accepted and executed by Buyer and returned to AIS' principal office within forty-five (45) days after the day the Agreement was accepted and executed by AIS. Once this Agreement is accepted and executed by both parties, this Agreement shall be binding upon both parties and their respective successors and assigns. Acceptance of this Agreement by AIS is expressly contingent upon the absence of any mathematical error or deviation from AIS' current prices with regard to the price quotation in Section I.1. above.

2. If AIS is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including delays caused by the manufacturer(s) of the Equipment, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. Notwithstanding anything to the contrary contained in this Agreement, AIS shall not be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever sustained as a result of any breach of warranty or of this Agreement, the delivery, performance, installation, or maintenance of the Equipment and/or Software, or any delay relating to any of the foregoing. Under no circumstances shall AIS be liable for loss, cost, expense or damage to Buyer in an amount exceeding payments actually made under this Agreement for the particular unit of Equipment or the Software at issue. Any action by buyer for breach of this Agreement shall be commenced within one (1) year after the cause of action has accrued.

4. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any or all other prior agreements and understandings between the parties dealing with the subject matter hereof. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by a duly authorized agent of both parties to this Agreement.

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

6. All rights and remedies to which AIS may be entitled under this Agreement shall be cumulative and may be exercised by AIS either individually or concurrently. No consent or waiver, express or implied, by either party to or of any violation or breach of any term, covenant or condition of this Agreement shall be construed as a consent to or waiver of any subsequent violation or breach of any term, covenant or condition of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

The above and foregoing Agreement is accepted by AIS at its principal office in Omaha, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Additional Terms and conditions: SABINE COUNTY WILL HAVE THE OPTION TO CHOOSE THE LEASE IN ARREARS PROGRAM AS DETAILED IN THE ATTACHMENT. THEY HAVE OPTED TO FINANCE THE ACQUISITION FOR FIVE YEARS. THE COUNTY WILL ALSO ISSUE A \$2,000.00 DOWN PAYMENT. BALANCE AFTER DOWN PAYMENT IS \$ 21,435.00.

The above and foregoing Agreement is accepted by Buyer this 24th day of February, 1997.

Sabine County Government

(Buyer)

By:

Jack Leath  
(Signature)

Jack Leath - Sabine County Judge

(Printed Name and Title)

AMERICAN INFORMATION SYSTEMS, INC.

By:

Don Blakely  
(Signature)

DON BLAKELY SOUTHWEST REGIONAL MANAGER

(Printed Name and Title)

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FINANCIAL REPORT

JANUARY 24, 1997

FUND	BALANCE 12/20/96	RECEIPTS	DISBURSEMENT	BALANCE 01/24/97
ROAD & BRIDGE #1	80,031.36	7,730.52	12,824.66	74,937.22
ROAD & BRIDGE #2	87,608.73	7,958.21	7,186.51	88,380.43
ROAD & BRIDGE #3	62,386.85	8,037.45	14,396.42	56,027.88
ROAD & BRIDGE #4	67,086.67	8,876.63	16,433.13	59,530.17
ROAD & BRIDGE SPECIAL I	1,624.26	-0-	-0-	1,624.26
ROAD & BRIDGE SPECIAL III	(31,714.03)	875.00	224.00	(31,063.03)
LITTER CONTROL	-0-	-0-	1,952.88	( 1,952.88)
BALANCE AS OF 01/24/97				247,484.05

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FINANCIAL REPORT

JANUARY 24, 1997

FUND	BALANCE 12/20/96	RECEIPTS	DISBURSEMENTS	BALANCE 01/24/97
GENERAL	506,173.03	132,210.56	122,456.37	515,927.22
CRIMINAL JUSTICE PLANNING	1,198.12	644.57	63.98	1,778.71
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	221.11	115.88	12.30	324.69
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	442.26	235.79	24.59	653.46
LAW ENFORCEMENT MANAGE- MENT INSTITUTE	111.05	58.94	6.15	163.84
COMPENSATION TO VICTIMS OF CRIME	3,889.40	1,928.63	207.94	5,610.09
GENERAL REVENUE	552.85	294.80	30.74	816.91
ARREST FEES	1,758.83	759.87	-0-	2,518.70
JUDICIAL AND COURT PERSONNEL TRAINING	220.21	115.86	12.30	323.77
OPERATOR'S AND CHAUFFEUR'S LICENSE	246.45	136.45	7.99	374.91
COMPREHENSIVE REHABILITATION	219.05	210.75	11.43	418.37
BREATH ALCOHOL TESTING	210.00	60.00	-0-	270.00
RECORD MANAGEMENT FEE	7,320.00	150.00	-0-	7,470.00
COURTHOUSE SECURITY FEE	16,289.30	420.00	-0-	16,709.30
BALANCE AS OF 01/24/97				553,359.97

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FINANCIAL REPORT

JANUARY 24, 1997

FUND	BALANCE 12/20/96	RECEIPTS	DISBURSEMENTS	BALANCE 01/24/97
DEBT SERVICE	58,537.57	6,544.80	-0-	65,082.37
ANTICIPATION NOTES	239,469.94	1,280.82	5,219.41	235,531.35
RECORD RETENTIONS	8,539.64	1,049.32	1,645.00	7,943.96
URGENT NEED GRANT WATER - 944	3.04	.02	-0-	3.06
COMMUNITY DEVELOPMENT PROGRAM GRANT THOMAS JOHNSON SEWER	500.00	-0-	-0-	500.00
HOTEL/MOTEL TAX	42,260.21	9,420.26	4,217.20	47,463.27
ECONOMICALLY DISTRESSED AREA PROGRAM-TEXAS WATER DEVELOPMENT BOARD GRANT	270.42	1.43	-0-	271.85
PR BOND PROGRAM GRANT III-SALARIES	6,854.55	-0-	560.18	6,294.37
PR BOND PROGRAM GRANT III-CONTRACT RESIDENTIAL TREATMENT	5,514.00	-0-	1,650.00	3,864.00

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FEEES COLLECTED IN DECEMBER, 1996

THOMAS J. HAMILTON, JUSTICE OF THE PEACE PRECINCT 1, PLACE 1 (2 Months)	\$ 7,380.11
DANIEL FEATHERSTON, JUSTICE OF THE PEACE PRECINCT 2, PLACE 1	2,351.00
TANYA WALKER, DISTRICT CLERK	1,908.00
JANICE MCDANIEL, COUNTY CLERK	7,170.20
TOTAL	\$18,809.31

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**Tammy Reeves**  
**Tax Assessor & Collector**  
 P.O. Drawer 310  
 Hemphill, Texas 75848-0310  
 (409) 787-2257  
 Fax (409) 787-2344 4753

SABINE COUNTY TAX OFFICE  
 MONTHLY REPORT OF  
 SABINE COUNTY TAX COLLECTIONS

DECEMBER 1996

	<u>MONTHLY</u>	<u>YEAR-TO-DATE</u>	<u>BALANCE DUE</u>
<b>1996 COLLECTIONS:</b>			
COUNTY TAX LEVY		1,059,540.02	501,571.25
+ Supplements	350.04	35,731.59	501,921.29
- Adjustments	(623.50)	(39,767.76)	501,297.79
Early Pmt. Disc.	(914.42)	(16,369.93)	500,383.37
Current Del.			
Penalty & Interest	31.94	31.94	500,415.31
Collections	(82,290.75)	(621,041.30)	418,124.56
Refunds	15.58	15.58	418,140.14
PERCENTAGE OF 1996 TAXES COLLECTED: 60.38%			
<b>DELINQUENT COLLECTIONS:</b>			
BALANCE DUE		215,820.20	204,022.82
+ Supplements	2,312.87	3,425.41	206,335.69
- Adjustments	(5,525.93)	(7,421.65)	200,809.76
Del. Collections	(4,818.25)	(15,832.45)	195,991.51
Penalty & Interest	2,073.43	6,456.66	
15% ADDITIONAL PENALTY	1,027.45	3,337.18	

NOTE: The 1996 year-to-date totals are cumulative from Oct.1, 1996. The beginning balance of delinquents is the base tax only. It does not reflect penalty & interest, therefore the ending balance is base tax only.

I hereby certify with my official seal of office that the above figures are true and correct records of collections and adjustments made through the Sabine County Tax Office

TAMMY REEVES, SABINE COUNTY TAX A/C

1/9/97  
DATE

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**Tammy Reeves**  
**Tax Assessor & Collector**  
 P.O. Drawer 310  
 Hemphill, Texas 76948-0310  
 (409) 787-2257  
 Fax (409) 787-2044

SABINE COUNTY TAX OFFICE  
 MONTHLY REPORT OF  
 SABINE COUNTY DEL. STATE TAXES

December '96

<u>DEL. STATE TAXES:</u>	<u>MONTHLY</u>	<u>YEAR-TO-DATE</u>	<u>BALANCE DUE</u>
Balance Due		2,384.41	2,328.63
+ Supplements	53.43	87.96	2,382.06
- Adjustments	(72.66)	(147.98)	2,309.40
Del. Collections	(2.98)	(17.97)	2,306.42
Penalty & Interest	6.27	38.32	
15% ADDITIONAL PENALTY	1.39	8.47	

\* Note: The beginning balance of delinquents is the base tax only. It does not reflect penalty & interest, therefore the ending balance is base tax only.

I hereby certify with my official seal of office that the above figures are true and correct records of collections and adjustments made through the Sabine County Tax Office.

Tammy Reeves  
 TAMMY REEVES, SABINE COUNTY TAX A/C

1/9/97  
 DATE

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# Sabine County Appraisal District

*Refund*

## CHANGE AUTHORIZATION

# 41182  
2/11/96  
JR

Notify Districts: Sabine County & West Sabine ISD

Property Desc. Abst. \_\_\_\_\_ Survey \_\_\_\_\_ Year 1996

Lot \_\_\_\_\_ Subdivision Mobile Home only on Charlotte King Land Acres \_\_\_\_\_

Account Number 20000145100

Name Kevin & Sheila Woods

Address P. O. Bx 402

City/State/Zip Bronson, Tx 75930

Assessable Value	Old Tax	New Tax	Int. Pd.	Refund Amt.
Co - 21,700	8049.94	96.07	-	15.58
1081SD - 16,360	20279.33	45321.02	-	18.23
HOSP - 21,700	26.65	26.65	25.85	-0-
				<b>TOTAL Refund 13381</b>

Change Value From 21,700 To \_\_\_\_\_

Remarks Signed late for under 65 homestead 12/16/96. Called 12/17/96 and requested homestead given for 1996. Copy of signed exemption attached.

*A. Walker*

Appraisal Dist. Authorization

12/17/96

Date

Requesting District

Date

Check exemptions that apply to you	<input type="checkbox"/> was your residence homestead on January 1, 1996, or on any other property.	
	<input type="checkbox"/> <b>OVER-65 EXEMPTION:</b> You qualify for this exemption if you were 65 years of age or older on January 1. You don't qualify for this year if you turned 65 after January 1. This exemption also includes a school tax freeze. You can't claim a disability exemption if you claim this exemption. Enter your date of birth _____	
	<input type="checkbox"/> <b>DISABILITY EXEMPTION:</b> You qualify for this exemption if you qualify for the general homestead exemption and on January 1 you were under a disability for the purposes of payment of disability benefits under the federal Old Age, Survivor's and Disability Insurance Act OR you met the definition of disabled in that act. You can't claim an over-65 exemption if you claim this exemption. This exemption does NOT include a school tax freeze.	
Step 4: Check for late filed homestead exemption	<input checked="" type="checkbox"/> Application for homestead exemption for prior tax year, 19 <u>96</u> . <span style="float: right;">vol <u>BB</u> pg <u>208</u></span>	
	Step 5: Sign and date the application By signing this application, you state that you are qualified for the exemptions checked above. If the chief appraiser grants your application, you do not have to reapply annually. However, you must reapply if the chief appraiser requires you to do so or if you want the exemption to apply to property not listed in this application. You must notify the chief appraiser if and when your right to this exemption ends.	
sign here	Authorized signature <i>Kevin Woods</i>	Date <u>12-16-96</u>
Under Texas Penal Code, Section 37.10, if you make a false statement on this application you could receive a jail term of up to 1 year and a fine of up to \$2,000, or a prison term of 2 to 10 years and a fine of up to \$5,000.		

**Tammy Reeves**  
**Tax Assessor & Collector**  
P.O. Box 310  
Hemphill, Texas 75948-0310  
(409) 787-2257  
Fax (409) 787-2044

Monthly Report of Fees Collected by Tammy Reeves, Tax Assessor & Collector  
for Sabine County, Sabine County Hospital District, City of Pineland,  
West Sabine I.S.D. & Hemphill I.S.D.

December '96

	<u>RECEIPTS</u>	<u>DISBURSEMENTS TO COUNTY</u>	<u>DISBURSEMENTS TO OTHER AG.</u>
<b>COUNTY FEES:</b>			
County Ad Valorem..	82,290.75	82,275.17	15.58
Del. Ad Valorem....	4,821.23	4,821.23	-0-
Penalties & Interest	3,108.54	2,079.70	1,028.84
Hospital.....	23,451.07	234.51	23,216.56
Del. Hospital.....	1,435.71	14.36	1,421.35
Hospital P & I.....	967.52	6.56	960.96
West Sabine I.S.D..	24,957.26	-0-	24,957.26
Del. West Sabine...	1,033.54	-0-	1,033.54
West Sabine P & I..	540.19	-0-	540.19
West Sabine Del. CED	5.53	-0-	5.53
West Sabine CED P & I	4.58	-0-	4.58
HEMPHILL I.S.D.....	221,620.17	2,216.21	219,403.96
Del. H.I.S.D.....	10,209.14	102.10	10,107.04
H.I.S.D. P & I.....	5,295.09	32.91	5,262.18
H.I.S.D. Del CED...	1,230.68	-0-	1,230.68
H.I.S.D. CED P & I..	1,049.39	-0-	1,049.39
City of Pineland...	846.67	-0-	1,398.27
Del. City-Pineland.	105.64	-0-	105.64
Pineland City P & I	82.53	-0-	82.53
Tax Certificates...	10.00	5.00	5.00
Copies.....	11.00	11.00	-0-
Phone Verification.	-0-	-0-	-0-
Boat & Motor Reg....	505.00	50.50	454.50
County Other.....	165.48	-0-	110.86
County Interest....	974.62	974.62	-0-
County Alcohol.....	-0-	-0-	-0-
<b>TOTALS.....</b>	<b>384,721.33</b>	<b>92,823.87</b>	<b>292,394.44</b>
<b>DEALER TAXES:</b>			
Special Dealer Inv.	343.08	-0-	-0-
Interest on Acct...	23.05	-0-	-0-
<b>TOTALS.....</b>	<b>366.13</b>	<b>-0-</b>	<b>-0-</b>
<b>SALES TAX FEES:</b>			
Boat & Mtr. Sales Tax	1,233.76	61.69	1,172.07
Motor Veh. Sales Tax.	28,279.39	-0-	28,279.39
<b>TOTALS.....</b>	<b>29,513.15</b>	<b>61.69</b>	<b>29,451.46</b>
<b>STATE FEES:</b>			
Registration.....	32,344.16	16,697.43	15,646.73
Road & Bridge Fees..	7,080.00	6,867.60	212.40
Title Applications..	1,573.00	605.00	968.00
Young Farmers.....	290.00	-0-	290.00
State Interest.....	60.62	60.62	-0-
State Alcohol.....	-0-	-0-	-0-
<b>TOTALS.....</b>	<b>41,347.78</b>	<b>24,230.65</b>	<b>17,117.13</b>
<b>COMPLETE TOTALS..</b>	<b>455,948.39</b>	<b>117,116.21</b>	<b>338,963.03</b>

**INDEMNITY RESOLUTION**

WHEREAS, Sabine County, Texas, is implementing a "9-1-1" Emergency Telephone service and has requested the assistance of GM Water Supply, Inc. in assimilating information relative thereto such as customers' addresses, locations, and telephone numbers; and

WHEREAS, GM Water Supply, Inc. is agreeable with providing such information to Sabine County, conditioned upon an express agreement by Sabine County that such information shall only be used to facilitate such "911" Emergency Telephone Service for such customers and citizens of Sabine County, and further conditioned upon an express agreement by Sabine County to indemnify and hold harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damages, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by GM Water Supply, Inc., and further conditional upon an express understanding by Sabine County that GM Water Supply, Inc. makes absolutely no representation, promise or warranty as to whether such information or such customers or citizens is complete or correct or accurate; and

WHEREAS, Sabine County is agreeable to obtaining such information from GM Water Supply, Inc., upon the conditions aforesaid; NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES:

BE IT RESOLVED that as to any information received by Sabine County, Texas, from GM Water Supply, Inc., concerning customers or citizens, Sabine County shall use such information only to facilitate the "9-1-1" Emergency Telephone Service for such customers or citizens of Sabine County, Texas, and for no other purpose; and Sabine County, Texas, shall indemnify and hold GM Water Supply, Inc., harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damage, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by GM Water Supply, Inc., and Sabine County, Texas, in receiving such information from GM Water Supply, Inc., understands that there is absolutely no representation, promise or warranty as to whether such information on such customers or citizens is complete or correct or accurate.

PRESENTED, PASSED AND RESOLVED at a regular meeting of the Comissioner's Court of Sabine County, Texas on January 27, 1997.

Jack Leath  
Jack Leath, County Judge, Sabine County, Texas

Attest: Janice McDaniel  
Janice McDaniel, County Clerk, Sabine County, Texas



**INDEMNITY RESOLUTION**

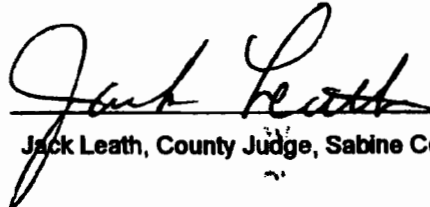
WHEREAS, Sabine County, Texas, is implementing a "9-1-1" Emergency Telephone service and has requested the assistance of The Incorporated City of Pineland in assimilating information relative thereto such as customers' addresses, locations, and telephone numbers; and

WHEREAS, The Incorporated City of Pineland is agreeable with providing such information to Sabine County, conditioned upon an express agreement by Sabine County that such information shall only be used to facilitate such "911" Emergency Telephone Service for such customers and citizens of Sabine County, and further conditioned upon an express agreement by Sabine County to indemnify and hold The Incorporated City of Pineland harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damages, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by The Incorporated City of Pineland, and further conditional upon an express understanding by Sabine County that The Incorporated City of Pineland makes absolutely no representation, promise or warranty as to whether such information or such customers or citizens is complete or correct or accurate; and

WHEREAS, Sabine County is agreeable to obtaining such information from The Incorporated City of Pineland, upon the conditions aforesaid; NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES:

BE IT RESOLVED that as to any information received by Sabine County, Texas, from The Incorporated City of Pineland, concerning customers or citizens, Sabine County shall use such information only to facilitate the "9-1-1" Emergency Telephone Service for such customers or citizens of Sabine County, Texas, and for no other purpose; and Sabine County, Texas, shall indemnify and hold The Incorporated City of Pineland, harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damage, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by The Incorporated City of Pineland, and Sabine County, Texas, in receiving such information from The Incorporated City of Pineland, understands that there is absolutely no representation, promise or warranty as to whether such information on such customers or citizens is complete or correct or accurate.

PRESENTED, PASSED AND RESOLVED at a regular meeting of the Commissioner's Court of Sabine County, Texas on January 27, 1997.

  
\_\_\_\_\_  
Jack Leath, County Judge, Sabine County, Texas

Attest:   
\_\_\_\_\_  
Janice McDaniel, County Clerk, Sabine County, Texas

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## INDEMNITY RESOLUTION

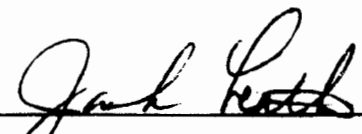
WHEREAS, Sabine County, Texas, is implementing a "9-1-1" Emergency Telephone service and has requested the assistance of The Incorporated City of Hemphill in assimilating information relative thereto such as customers' addresses, locations, and telephone numbers; and


WHEREAS, The Incorporated City of Hemphill is agreeable with providing such information to Sabine County, conditioned upon an express agreement by Sabine County that such information shall only be used to facilitate such "911" Emergency Telephone Service for such customers and citizens of Sabine County, and further conditioned upon an express agreement by Sabine County to indemnify and hold The Incorporated City of Hemphill harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damages, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by The Incorporated City of Hemphill, and further conditional upon an express understanding by Sabine County that The Incorporated City of Hemphill makes absolutely no representation, promise or warranty as to whether such information or such customers or citizens is complete or correct or accurate; and

WHEREAS, Sabine County is agreeable to obtaining such information from The Incorporated City of Hemphill, upon the conditions aforesaid; NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES:

BE IT RESOLVED that as to any information received by Sabine County, Texas, from The Incorporated City of Hemphill, concerning customers or citizens, Sabine County shall use such information only to facilitate the "9-1-1" Emergency Telephone Service for such customers or citizens of Sabine County, Texas, and for no other purpose; and Sabine County, Texas, shall indemnify and hold The Incorporated City of Hemphill, harmless for any and all claims by or on behalf of any such customers or citizens for injury or property damage, whether tangible or intangible, personal or business, in tort or in contract, resulting in whole or in part from the information provided by The Incorporated City of Hemphill, and Sabine County, Texas, in receiving such information from The Incorporated City of Hemphill, understands that there is absolutely no representation, promise or warranty as to whether such information on such customers or citizens is complete or correct or accurate.

PRESENTED, PASSED AND RESOLVED at a regular meeting of the Comissioner's Court of Sabine County, Texas on January 27, 1997.

  
\_\_\_\_\_  
Jack Leath, County Judge, Sabine County, Texas

Attest:   
\_\_\_\_\_  
Janice McDaniel, County Clerk, Sabine County, Texas

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OFFICIAL PROCLAMATION

BY

SABINE, COUNTY JUDGE  
SABINE, COUNTY  
HEMPHILL, TEXAS

Greetings:

The Texas Farm Bureau, with more than 300,000 member families, is influential in both state and national affairs on behalf of agriculture.

Farm Bureau is a grass-roots organization. Its foundation is the county unit. There are 211 organized county Farm Bureaus in the state, including the SABINE County farm Bureau, which has 690 member families.

Because agriculture is important to our county, state and nation, and because the Farm Bureau is an important voice of agriculture, I, JACK LEATH, County Judge of SABINE County, do hereby designate February 3-7 as **FARM BUREAU MEMBERSHIP WEEK** in SABINE County, and urge our citizens to give due recognition to its worthy efforts.

In official recognition thereof, I hereby affix my signature this 24TH day of JANUARY, 1997.

Signed *Jack Leath*  
SABINE County Judge

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### Sabine County Bid Specifications

Sabine County is advertising for bids for a Centralized Optical Scan Ballot Tabulation System. The following specifications must be met to assure that the County is obtaining the very finest in technology.

1. The technology must be certified by the Texas Secretary of State and classified as a central count system. Date of certification is required.
2. The technology must have FEC approval as qualified by an Independent testing Authority.
3. The technology must have NASED (National Association of State Election Directors) Approval.
4. The proposal must include an existing Texas customer list.
5. The proposal must include at a minimum ten letters of recommendation from existing Texas customers utilizing proposed optical scan technology in a central count configuration.
6. Ballots must be produced by a reputable printer who is registered with the Secretary of State.
7. Ballot must be easy for the voter to understand and vote.
8. System hardware must not be dependent upon a personal computer for its commands. System source document shall be legal in size (8 1/2x14), individually encoded which will permit hardware to read any type or style of ballot, from any precinct, in any sequence, without pre-sorting or special program instructions during tabulation.
9. System must have ability to store data onto floppy diskettes for retrieval of information in the event of a power failure.
10. Proposal must include warranty, training and all pertinent information relative to the successful installation of system proposed. Hardware warranty period should be a minimum of one year.

Bids are to be sealed and clearly marked "Ballot Tabulation System". All bids are to be delivered to Janice McDaniel, Sabine County Clerk, P.O. Drawer 580, Hemphill, Tx. 75948, no later than 4:00 P.M., February 21, 1997. Bids will be opened during the regular session of the Commissioners' Court, February 24, 1997. Vol BB Pg 714  
Sabine County reserves the right to reject any or all bids.

THE STATE OF TEXAS  
County Of Sabine

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

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JANICE MEDANIEL COUNTY CLERK

BY Louise Clash  
Deputy



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