

Monday, March 13, 2000, the Sabine County Commissioners' Court met in regular session. The following members were present:

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

Judge Leath called the meeting to order at 8:30 a.m. Commissioner Nethery led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the February 28<sup>th</sup> regular session of Court. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #3-Take Action on Bids for Telescopic Boom Excavator

Commissioner Clark moved to table this item to the next meeting. Commissioner Smith seconded. All voted for. Motion carried. A special meeting is scheduled for March 23<sup>rd</sup> at 8:30 a.m.

Agenda item #4-Take Action on Resolution Endorsing Fair Housing

Judge Leath read the letter from David J. Waxman, Inc. requesting the Court to adopt this resolution.

Judge Leath moved to adopt this Resolution Endorsing Fair Housing. Commissioner Clark seconded. All voted for. Motion carried. See attached copy.

Agenda item #5-Take Action to Transfer Funds to Special II

This account is for the side boom mower for precincts 1, 3 and 4.

Commissioner Dickerson moved to transfer \$1000.00 from precincts 1, 3 and 4 into the Special II account. Commissioner Nethery seconded. All voted for. Motion carried.

Agenda item #6-Take Action on the Request for Statement of Qualifications for Grant Management Services & Engineering Service

This is in connection with Texas Community Development Grant Program.

Judge Leath said we would not read these at this time but the Court would accept the ones received and put into record who they are from. They are as follows:

1. David J. Waxman, Inc.
2. Arceneaux & Gates Consulting Engineers, Inc.
3. d. p. Consulting Engineers, Inc.
4. Goodwin-Lasiter, Inc.
5. Carroll & Blackman
6. Schaumburg & Polk, Inc.

Commissioner Clark moved to table action on this item to the next session of Court. Commissioner Nethery seconded. All voted for. Motion carried.

Agenda item #7-Discuss and Possible Take Action on Sales Tax Holiday

Judge Leath said at the last election, the State gave a sales tax holiday for one weekend on back to school items and clothing. This year cities and counties have the option to not participate. The State sales tax exemption will continue and will be the first weekend in August. No action is required if we plan to participate and he recommended that we do.

Commissioner Dickerson moved that the Court not take any action.

Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #8-Take action on Engineering Contract for Water Supply District

Judge Leath said the terminology in the termination part of the contract is not clear as to what our responsibility will be if we terminate the contract. The contract states that we will pay them whatever profit they have coming and we want it to read that we will pay them whatever profit they had earned to that point. We also wanted an increase in the insurance that they provide. Our County Attorney is in contact with their Attorney and is in the process of making these changes.

Judge Leath moved that the Court accept the contract as agreed to after the changes are made in the negotiations between our County Attorney and their Attorney. Commissioner Nethery seconded. All voted for. Motion carried.

Agenda item #9-Take action on Draft of UP-dated ON-site Sewage Facility Order for Sabine county

Judge Leath said he has studied this and it is now exactly as the State requires. This is just adopting the rules for Sabine County for On-site Sewage Facilities. Jerry Johnson wrote this for us. He is required to go out and inspect the site if the TNRCC calls him about a complaint.

Judge Leath moved to adopt the On-site Sewage System Rules and contract with Brookeland Fresh Water Supply District to do the inspections. Commissioner Nethery seconded. All voted for. Motion carried.

Agenda item #10-Take Action on County's Automobile Liability Coverage  
County Clerk, Janice McDaniel, said she has not received any communication from TAC about if there will be a rate increase if we continue with them.

Judge Leath said TAC has not contacted him either. Our time is getting close and we are going to have to do something.

Commissioner Nethery asked Judge Leath if we could go ahead and renew with TAC and if they significantly raise the rate on us, could we go out for RFP's and then cancel the policy with TAC.

Judge Leath said he thought so if we pass it on a contingency basis.

Commissioner Smith moved to renew our contract with TAC contingent upon a 5 percent or less increase. Commissioner Dickerson seconded. All voted for. Motion carried.

This is for all County insurance except health and life.

Agenda item #11-Discuss A/C Unit for Sheriffs Office

Sheriff's Philips said excess heat is being pumped into the dispatch and booking offices because of the addition of computers and equipment for the enhancement of 911. To get the temperature down to where it is comfortable in the dispatch office, the prisoners have icicles hanging off them in the back. He said he has talked to Anderson/Horn and they gave him a price on installing a unit. A 2 ½ ton York cooling system with installation is \$2,643.70. He told the Court that he has the money in his budget.

Commissioner Nethery moved to give the Sheriff approval. Commissioner Dickerson seconded. All voted for. Motion carried.

Commissioner Smith said he would suggest the Sheriff get a second opinion. He said that Don, one of his precinct workers, could look at it.

Sheriff Philips said he has to use someone that is licensed.

Judge Leath said last weekend fishermen were parking on the side of the road at the boat ramp at the Six-Mile Bridge on highway 87S. They have done this for years, but someone complained about it to the TXDOT in Austin. Austin in turn sent word to the local District in San Augustine to put up "No Parking" signs and for it to be enforced. He said he talked to Clark Slacum about this and asked

that he ease up on it. Clark Slacum said he could not because it came directly from Austin. The signs were installed and the Sheriff's department gave warning tickets out to violators. The business people in the area were calling complaining about the tickets. This is a large portion of the economy in this area.

Sheriff Philips said the problem is going to be even worse this next weekend with the fishing tournaments. He said that if he doesn't enforce the law and someone gets hurt in an accident, the County would be liable.

Judge Leath said he would call the SRA and DOT to try to get some help.

Commissioner Smith said he is working on getting use of the land adjacent to the boat ramp. The property would have to have some work done before it could be used for parking.

Agenda item #12-Discuss and Possible Take Action on Hiring Persons to Complete EDAP Surveys

Judge Leath said this is part of the water district. He said he has been encouraged by Keith Kendle to get this done as quickly as possible. What he would like for the Court to do is to give him the authority to hire 2 or 3 people to complete these surveys. We will charge it to our in-kind service.

Commissioner Smith moved to give the Judge this authority and to use his own discretion to hire the people needed to complete these surveys. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #13-Review Contract with Texas Dept. of Housing and Community Affairs

Commissioner Smith said this is on the STEP program and he has read contract and does not see a problem with it.

Commissioner Smith moved to approve the contract. Commissioner Clark seconded. All voted for. Motion carried. See attached copy.

Court recessed at 9:30 a.m.

Court reconvened at 9:50 a.m.

Agenda item #2-Reports

David Runnels with 911 gave a report to the Court. He said he would like for the Court to adopt the road names at the April 24<sup>th</sup> regular session of Court.

Commissioner Smith moved to accept the reports from the lady Extension Agent, the County Clerk, JP#2, Historical Commission, the Tax Assessor and the 911 Coordinator. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #14-Pay Accounts and Salaries

Commissioner Smith moved to pay the accounts and salaries.

Commissioner Nethery seconded. All voted for. Motion carried.

Judge Leath told the Court that he has reached an agreement with the Hospital District for money paid for inmates that did not meet the indigent requirements. It is about \$1,500.00.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

Jud Leath COUNTY JUDGE

Keith Clark COMMISSIONER PCT. #1

Lynn Smith COMMISSIONER PCT. #2

Douglas Dickerson COMMISSIONER PCT. #3

R. G. Gattney COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number Pd	Check No	Description Reg Account	Due	Stat	Terms	Amount
(ALDA )					(830) 868-7537				
1480	03-01-00				MAINTENANCE FEES			A	2400.00
		ALDA SYSTEMS			6450.45	-9			
		SABDIST							
Vendor Total									<u>\$2400.00</u>
(ANGL )					ANGLER'S PRINTING & PUBLISHING				
1416	03-06-00				REGULAR ENVELOPES			A	82.50
					6325.403	-4			
1484	03-06-00		000630		2000 ENVELOPES			A	110.00
					6310.497	-4			
Vendor Total									<u>\$192.50</u>
(BADS )					BASKINS DEPARTMENT STORE				
1516	02-22-00				3 PAIR OF PANTS			A	75.55
		589506 SAM BRISTER			6540.56	-17			
1517	02-22-00				2 PAIR OF PANTS			A	51.70
		589506 MIKE BEAUCHAMP			6540.56	-17			
Vendor Total									<u>\$127.25</u>
(FIN )					BEARD'S INTERNET				
.1	03-08-00				INTERNET SERVICE			A	19.95
		S013			6310.4	-2			
Vendor Total									<u>\$19.95</u>
(BOSA )					(800) 535-2704				
1427	03-02-00				3 - DUST MOP HEADS			A	23.40
		BOGEL SALES, INC.			6310.408	-8			
1428	03-02-00				3 - COTTON MOPHEADS			A	10.50
		174317			6310.408	-8			
1429	03-02-00				CITRA POUR CLEANER			A	10.00
		174317			6310.408	-8			
1430	03-02-00				LASSO BLEACH			A	7.50
		174317			6310.408	-8			
1431	03-02-00				WIRE BOWL BRUSH			A	2.35
		174317			6310.408	-8			
Vendor Total									<u>\$53.75</u>

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number Pd	Description Check No	Reg	Account	Due	Stat	Terms	Amount
(CAGR )		CAPITAL GRAPHICS, INC.				(800)769-2030				
1481	02-23-00	0000145		LASERJET CARTRIDGE		6310.45	-16		A	125.00
1482	02-23-00	0000145		SHIPPING		6310.45	-16		A	5.48
1549	03-07-00	0000202	000603	12 REAMS PAPER		6310.403	-3		A	492.00
1550	03-07-00	0000202	000603	SHIPPING		6310.403	-3		A	40.28
Vendor Total										<u>\$662.76</u>
(CDCS )		28TH CO./DIST. CLERK'S SEMINAR				(409)845-7692				
1420	03-08-00			MCDANIEL, JANICE		6470.403	-2		A	75.00
Vendor Total										<u>\$75.00</u>
(CHCO )		LAVERNE LUSK, CHEROKEE CO CLERK								
1443	02-24-00	24087		CATINA BRADY		6535.426	-15		A	238.00
Vendor Total										<u>\$238.00</u>
(CJCA )		COUNTY JUDGES & COMM ASSOC. TX								
1432	03-02-00	2000		ANNUAL DUES		6611.409	-8		A	475.00
Vendor Total										<u>\$475.00</u>
(CONO )		CONOCO INC.								
1544	02-22-00	0007505		16.8 GALLONS GASOLINE		6335.56	-17		A	23.00
1545	02-22-00	0007505		EXEMPTED TAXES		6335.56	-17		A	-3.09
Vendor Total										<u>\$19.91</u>
(CSHI )		COLLEGE STATION HILTON								
1417	03-06-00		000629	MCDANIEL, JANICE		6470.403	-4		A	167.90

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number Pd	Description Check No Reg Account	Due	Stat	Terms	Amount
Vendor Total								\$167.90
(CTCH )		HEMPHILL	TRUE VALUE	HARDWARE				
1426	03-01-00	3052		60 WT. BULBS			A	
				6310.408	-9			2.99
1444	03-03-00	3060		GLOVES			A	
				6106.435	-7			5.98
1445	03-03-00	3058		LINE			A	
				6106.435	-7			4.39
1446	03-03-00	3057		SHOP TOWELS			A	
				6106.435	-7			3.19
1447	03-03-00	3057		2 - BOLTS			A	
				6106.435	-7			0.20
1448	03-03-00	3057		2 - WASHERS			A	
				6106.435	-7			0.10
1449	03-03-00	3057		2 - NUTS			A	
				6106.435	-7			0.20
1450	03-03-00	3057		GREASE LIGHTNING			A	
				6106.435	-7			5.99
1451	02-24-00	1597		SPRINKLERS			A	
				6106.435	-15			15.38
1452	02-10-00	3399		EXTENSION			A	
				6106.435	-29			6.19
1453	02-18-00	1568		GLOVES			A	
				6106.435	-21			5.07
1454	02-18-00	1569		1 - KEY			A	
				6106.435	-21			1.00
1455	02-18-00	1570		TOWELS			A	
				6106.435	-21			3.19
1456	02-25-00	1598		TRIMMER LINE			A	
				6106.435	-14			6.99
1457	02-25-00	1596		FOAM FILTER			A	
				6106.435	-14			2.20
1458	02-25-00	1596		2 - AIR FILTERS			A	
				6106.435	-14			11.20
1459	02-26-00	1653		EXIDE BATTERY			A	
				6106.435	-13			24.99
1460	02-26-00	1653		RECYCLE FEE			A	
				6106.435	-13			3.00
1461	02-26-00	1654		FILTER			A	
				6106.435	-13			13.50
1462	02-26-00	1654		PRE-CLEANER			A	
				6106.435	-13			1.65
1495	02-09-00	3394		PRUNER			A	
				6310.665	-30			10.99
1511	02-16-00	1556		3 PKGS NIGHT LIGHT BULBS			A	
				6500.56	-23			6.57
1512	02-16-00	1557		4 BULBS			A	
				6500.56	-23			13.14

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number	Description	Due	Stat	Terms	Amount
(CTCH )		HEMPHILL	TRUE VALUE HARDWARE	(Continued)				
1513	02-17-00	1565		POWER STRIP			A	
				6500.56	-22			7.99
1514	02-03-00	3383		SURGE PROTECTOR			A	
				6500.56	-36			12.99
1515	02-08-00	3396		GOJO ORANGE HAND CLEANER			A	
				6313.56	-31			8.99
				Vendor Total				<u>\$178.07</u>
(DECJ )		DEEP EAST TX CO COMM/CO	JUDGE (409)384-5704					
1440	03-08-00		2000 MEMBERSHIP DUES				A	
			6611.409	-2				125.00
				Vendor Total				<u>\$125.00</u>
(DOBU )		DONNA MARIE BUFFALOW						
1507	03-07-00		4 HRS @ 7.00				A	
			6107.499	-3				28.00
				Vendor Total				<u>\$28.00</u>
(DFO )		DONNECE FOSTER	(409)787-2355					
1500	01-19-00	5776/90	MCCAULEY, STEVEN				A	
			6531.435	-51				2869.74
				Vendor Total				<u>\$2869.74</u>
(DOGE )		DOLLAR GENERAL						
1540	03-02-00	159440	POSTER BOARD				A	
			6314.56	-8				5.00
1541	03-02-00	159440	HIGHLIGHTER				A	
			6314.56	-8				0.50
				Vendor Total				<u>\$5.50</u>
(EPSS )		EUGENE PROCELLA SERVICE STA.						
1551	02-11-00		TIRE CHANGE				A	
			6451.56	-28				5.00
				Vendor Total				<u>\$5.00</u>

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number Pd Check No	Description Reg Account	Due	Stat	Terms	Amount
(ETCO )		EASTEX COMMUNICATIONS		(409)384-6646				
1520	03-01-00	42504		SERVICE MAINTENANCE 6452.56	-9		A	160.00
Vendor Total								<u>\$160.00</u>
(FAFR )		FAT FREDS						
1464	02-11-00	60537		CUPS 6106.435	-28		A	1.65
1465	02-11-00	59961		ICE 6106.435	-28		A	1.00
1466	02-17-00	61135		ICE 6106.435	-22		A	1.00
1467	02-24-00	59273		ICE 6106.435	-15		A	1.00
Vendor Total								<u>\$4.65</u>
(GALL )		GALL'S INC.						
1542	02-18-00	53832023		NAMETAG/KENNETH WALTON 6540.56	-21		A	6.99
1543	02-18-00	53832023		SHIPPING & HANDLING 6540.56	-21		A	4.99
Vendor Total								<u>\$11.98</u>
(GLBU )		GLENDA BURWOOD						
1441	03-08-00			TEEN COURT COORDINATOR 6101.415	-2		A	75.00
Vendor Total								<u>\$75.00</u>
(HEWA )		HEATHER WATTS						
1471	03-08-00	2753		SETTERS & BURCH 6531.435	-2		A	150.00
1472	03-08-00	10375		BEARD 6531.435	-2		A	150.00
Vendor Total								<u>\$300.00</u>
(HILL )		HILL & ASSOC. REPORTING AGENCY		(409)564-9247				
1442	02-25-00	DW9450		GUARDIANSHIP 6534.426	-14		A	134.20

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No	Description Reg Account	Due	Stat	Terms	Amount
Vendor Total								\$134.20
(HOLI )		HOLIDAY INN - NACOGDOCHES		(409)569-8100				
1410	03-07-00	000632		JACK LEATH 6427.4	-3		A	145.00
Vendor Total								\$145.00
(HOSP )		SABINE COUNTY HOSPITAL						
1531	03-02-00	FEB. 00		889 MEALS @ \$3 PER MEAL 6542.56	-8		A	2667.00
Vendor Total								\$2667.00
(INUN )		INTERNET UNLIMITED						
1418	02-25-00	5915		INTERNET SERVICE 6310.403	-14		A	155.40
1488	02-25-00	5882		INTERNET SERVICES 6420.499	-14		A	155.40
Vendor Total								\$310.80
(CK )		JACK LEATH						
1414	02-25-00	000624		596 MILES @ .28 6427.4	-14		A	333.76
1415	02-25-00	000625		4 DAYS MEALS 6427.4	-14		A	100.00
Vendor Total								\$433.76
(JAMC )		JANICE MCDANIEL						
1419	03-06-00			3 DAYS MEALS 6470.403	-4		A	75.00
1499	03-09-00			PUSH PINS/BOX TAGS 6310.403	-1		A	11.21
Vendor Total								\$86.21
(KCDR )		K-C DRUGS #2						
1508	02-10-00	9459		LINDA BALDWIN 6543.56	-29		A	12.35
1509	12-17-99	8741		TIM WHITTINGTON 6543.56	-84		A	100.70

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No	Description Reg Account	Due	Stat	Terms	Amount
Vendor Total								<u>\$113.05</u>
(KIMC )		KIMCO SERVICES, INC.		(800)460-7222				
1537	03-02-00	5746		FLOW TEST			A	
				6500.56	-8			35.00
1538	03-02-00	5746		HYDRO TEST AND REFILL			A	
				6500.56	-8			25.00
1539	03-02-00	5746		SHIPPING			A	
				6500.56	-8			7.50
Vendor Total								<u>\$67.50</u>
(NAPH )		NAPA AUTO PARTS - HEMPHILL						
1473	02-04-00	194876		FUEL FILTERS			A	
				6106.435	-35			3.57
1474	02-04-00	194908		FUEL PUMP			A	
				6106.435	-35			11.99
1475	02-18-00	196055		QT HD30			A	
				6106.435	-21			1.24
1476	02-18-00	196055		FUEL PUMP			A	
				6106.435	-21			11.99
1477	02-18-00	196079		CREDIT			A	
				6106.435	-21			-11.99
1478	02-26-00	108165		V-BELT			A	
				6106.435	-13			8.31
1479	02-26-00	108165		BOLTS			A	
				6106.435	-13			1.00
1530	02-01-00	194663		HEADLAMP			A	
				6451.56	-38			7.00
Vendor Total								<u>\$33.11</u>
(NETC )		N&E TX CO JUDGES & COMM ASSOC.		(972)398-4331				
1409	03-08-00	000638		JACK LEATH			A	
				6470.4	-2			100.00
Vendor Total								<u>\$100.00</u>
(PABH )		PATTILLO, BROWN, HILL, L.L.P.		(254)772-4901				
1438	02-29-00	1-14952		AUDIT FEE			A	
				6616.409	-10			9000.00
Vendor Total								<u>\$9000.00</u>

SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No Reg	Description Account	Due	Stat	Terms	Amount
<b>(PAGE ) PAGING NETWORK</b>								
1437	03-01-00	01134587		PAGER FEE 6614.409	-9		A	17.21
Vendor Total								<u>\$17.21</u>
<b>(PAGE ) PANCHO PEREZ</b>								
1422	03-07-00	561591		CALL OUT 6450.408	-3		A	20.00
1423	03-07-00	561591		LABOR 6450.408	-3		A	35.00
1424	03-07-00	561591		LABOR 6450.408	-3		A	40.00
1425	03-07-00	561591		PARTS 6450.408	-3		A	26.91
Vendor Total								<u>\$121.91</u>
<b>(QUCO ) QUILL CORPORATION</b>								
1486	03-02-00	7054088		SELF INKING STAMP 6310.499	-8		A	32.98
1487	03-02-00	7054088		FREIGHT 6310.499	-8		A	3.40
1489	02-24-00	6960804		HI-LITER SET 6310.499	-15		A	2.29
1490	02-24-00	6960804		1" BINDER 6310.499	-15		A	7.90
1491	02-24-00	6960804		10X13 ENVELOPES 6310.499	-15		A	16.58
1492	02-24-00	6960804		CLASP ENVELOPES 6310.499	-15		A	7.96
1493	02-24-00	6960804		SELF INKING STAMP 6310.499	-15		A	10.58
1532	02-18-00	6878391		2 DOZEN RULED PADS 6310.56	-21		A	19.92
1533	02-18-00	6878391		3 MESSAGE BOOKS 6310.56	-21		A	8.31
1534	02-18-00	6878391		2 DOZEN JUMBO BALL PENS 6310.56	-21		A	13.76
1535	02-18-00	6878391		12 DOZEN PAPERMATE PENS 6310.56	-21		A	9.48
1536	02-18-00	6878391		4 BOXES FILE FOLDERS 6310.56	-21		A	13.16
Vendor Total								<u>\$146.32</u>

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number Pd	Description	Due	Stat	Terms	Amount
(REAU )				REYNOLDS & WRIGHT PAINT & BODY (409)787-2081				
1521	02-23-00	0001329		REPLACE QUARTER GLASS	6451.56	-16	A	425.00
1522	02-23-00	0001329		LABOR 1.2 HOURS @ \$34	6451.56	-16	A	40.80
Vendor Total								<u>\$465.80</u>
(RITT )				RITTER LUMBER CO.				
1546	02-17-00	60012170		2 EXTENSION CORDS	6500.56	-22	A	33.58
Vendor Total								<u>\$33.58</u>
(ROSU )				ROGERS OFFICE SUPPLY (409)569-7416				
1412	02-22-00	3054		RIBBON	6310.4	-17	A	9.50
1413	02-22-00	3054		CORRECTION TAPE	6310.4	-17	A	5.25
1421	03-01-00	3184		2 - INK ROLLERS	6310.403	-9	A	7.70
1496	02-22-00	3051		WHITE BOND PAPER	6310.665	-17	A	12.95
Vendor Total								<u>\$35.40</u>
(SCAD )				SABINE COUNTY APPRAISAL DIST.				
1494	03-08-00			PRO-RATA COST	6542.499	-2	A	3063.83
Vendor Total								<u>\$3063.83</u>
(SCRE )				SABINE COUNTY REPORTER				
1439	02-25-00	3089		LEGAL NOTICES	6455.409	-14	A	63.58
1523	02-16-00	ACT 3092		74 WORD LEGAL	6500.56	-23	A	12.58
1524	02-23-00	ACT 3092		74 WORD LEGAL	6500.56	-16	A	12.58
Vendor Total								<u>\$88.74</u>

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	Invoice Pd	PO Number	Check No	Description	Reg	Account	Due	Stat	Terms	Amount
(SPLW )		SPEEDY LUBE, TIRE & MUFFLER (409) 787-2382										
1518	02-07-00	23621				OIL AND LUBE		6335.56	-32		A	23.95
1519	02-07-00	23621				WIPER BLADES		6451.56	-32		A	8.95
Vendor Total											<u>\$32.90</u>	
(STHO )		STEVEN M. HOLLIS, ATTORNEY										
1468	02-28-00	5776/90				MCCAULEY, STEVEN		6531.435	-11		A	750.00
Vendor Total											<u>\$750.00</u>	
(STSE )		STEVE SEALE, ATTORNEY										
1463	02-28-00	10616				DENTON, THRESA		6531.435	-11		A	712.50
Vendor Total											<u>\$712.50</u>	
(TARE )		TAMMY REEVES										
1505	03-07-00					320 MILES @ .28		6441.499	-3		A	89.60
1506	03-07-00					LAMINATING FEE		6310.499	-3		A	1.50
1552	03-10-00					3 DAYS MEALS		6470.499	0		A	75.00
1553	03-10-00					324 MILES @ .28		6470.499	0		A	90.72
Vendor Total											<u>\$256.82</u>	
(THHA )		THOMAS J. HAMILTON										
1497	02-07-00					INQUESTS 2/4-2/7		6614.409	-32		A	100.00
1498	02-07-00					INQUESTS 2/11-2/14		6614.409	-32		A	100.00
Vendor Total											<u>\$200.00</u>	
(TODD )		MELVIN R. TODD, CPA										
1485	03-01-00	3592				2.50 HOURS SUPPORT		6545.497	-9		A	182.00

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SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No	Description Reg Account	Due	Stat	Terms	Amount
Vendor Total								<u>\$182.00</u>
(TOMA )			TOM MADDOX					
1483	03-08-00			COUNTY FIRE MARSHALL			A	
				6100.46	-2			100.00
Vendor Total								<u>\$100.00</u>
(TPCI )			TERRILL PETROLEUM CO., INC.					
1500	02-18-00	53037		46.4 GALLONS UNLEADED			A	
				6106.435	-21			44.12
1501	02-18-00	53037		STATE TAX			A	
				6106.435	-21			9.28
1502	02-18-00	53022		13.9 GALLONS UNLEADED			A	
				6614.409	-21			13.22
1503	02-18-00	53022		STATE TAX			A	
				6614.409	-21			2.78
1525	02-17-00	53008		600 GALLONS GASOLINE			A	
				6335.56	-22			634.20
1526	02-17-00	53008		EXCISE TAX			A	
				6335.56	-22			120.00
1527	02-04-00	52871		620 GALLONS GASOLINE			A	
				6335.56	-35			611.20
1528	02-04-00	52871		EXCISE TAX			A	
				6335.56	-35			124.00
Vendor Total								<u>\$1558.80</u>
(TSGI )			THE SOFTWARE GROUP, INC.					
1547	02-23-00	22293		(214) 424-1579			A	
				SUPPORT/TRAINING HOURS				680.00
1548	02-23-00	22293		SITE VISIT ON 2/4/00			A	
				6500.56	-16			275.00
Vendor Total								<u>\$955.00</u>
(WAGA )			WALLER'S GARAGE					
1529	02-25-00	1768		(409) 787-3386			A	
				WIPER BLADES				14.83
				6451.56	-14			
Vendor Total								<u>\$14.83</u>

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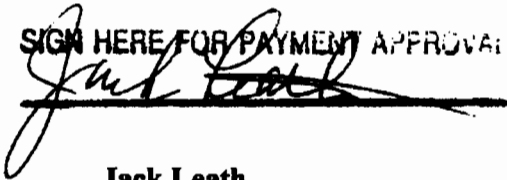


SABINE COUNTY GENERAL FUND  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number	Description	Due	Stat	Terms	Amount
(WEME )				(800)365-0979				
1510	02-28-00	133476		2 BXS SAFETY GLOVES	6543.56	-11	A	90.40
Vendor Total								<u>\$90.40</u>
(XROX )								
1433	03-02-00	58677245		PERIODIC PAYMENT	6500.409	-8	A	55.70
1434	03-02-00	58677255		PERIODIC PAYMENT	6500.409	-8	A	55.70
1435	03-02-00	58677235		PERIODIC PAYMENT	6500.409	-8	A	55.70
1436	03-02-00	58677249		PERIODIC PAYMENT	6500.409	-8	A	55.70
1504	03-01-00	07372418		BASE CHARGE	6500.409	-9	A	66.00
Vendor Total								<u>\$288.80</u>
Total Debits								30415.51
Total Credits								-15.08
Total Of Ledger								<u>\$30400.43</u>
								=====

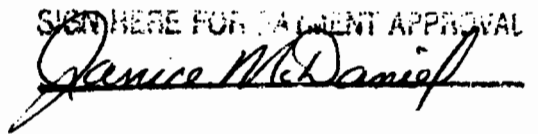
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SIGN HERE FOR PAYMENT APPROVAL



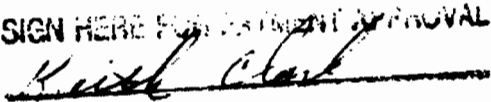
**Jack Leath**  
County Judge

SIGN HERE FOR PAYMENT APPROVAL



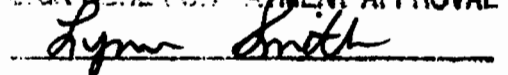
**Janice McDaniel**  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL



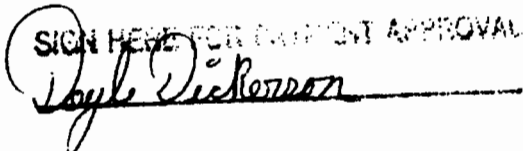
**Keith Clark**  
Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL



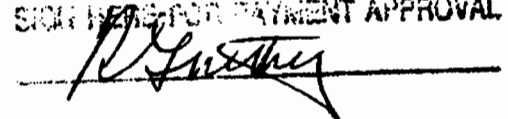
**Lynn Smith**  
Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL



**Doyle Dickerson**  
Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL



**Gene Nethery**  
Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court  
March 13, 2000.

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No Reg	Description Account	Due	Stat	Terms	Amount
<b>(BIG4 )</b>								
700	02-24-00	00318960	000475	BIG "4", INC. 102 YDS ROAD BASE 6377.604	-15		A	612.00
701	02-28-00	00318969	000475	12 YDS ROAD BASE 6377.604	-11		A	72.00
Vendor Total								<u>\$684.00</u>
<b>(COBS )</b>								
702	02-02-00	J84399		COMMERCIAL BILLING SERVICE FILTER KIT 6355.603	-37		A	42.40
Vendor Total								<u>\$42.40</u>
<b>(DESC )</b>								
590	02-22-00	144064	000622	DIAMOND ELECTRIC SUPPLY CO. (318)256-9206 125' WIRE 6657.602	-17		A	102.50
591	02-22-00	144064	000622	1 - Q0240 6657.602	-17		A	12.00
592	02-22-00	144064	000622	1 - Q02-4L705 6657.602	-17		A	17.40
593	02-22-00	144064	000622	CONDUCTORS 6657.602	-17		A	3.94
Vendor Total								<u>\$135.84</u>
<b>(DORO )</b>								
704	03-10-00			DONALD ROACH 2 - FREEONS 6355.602	0		A	40.00
Vendor Total								<u>\$40.00</u>
<b>(DOUB )</b>								
575	02-29-00	8946	000461/000577	DOUBLE R ROCK, INC. 214.76 LOADS ROAD BASE 6377.602	-10		A	816.09
576	02-29-00	9139	000461/000577	34.95 LOADS ROAD BASE 6377.602	-10		A	132.81
577	02-29-00	9289	000461/000577	163.36 LOADS ROAD BASE 6377.602	-10		A	620.77
Vendor Total								<u>\$1569.67</u>

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date Pd	PO Number Check No	Description Reg Account	Due	Stat	Terms	Amount
(EPSS ) 703	02-21-00	EUGENE PROCELLA SERVICE STAT.	(409)787-3701	FLAT - BACKHOE 6365.601	-18		A	3.00
Vendor Total								<u>\$3.00</u>
(ETMS ) 561	02-15-00	EAST TEXAS MILL SUPPLY 93171	(409)384-8274	2 - LIGHTS 6356.601	-24		A	12.80
623	02-03-00	247756		1- MACK CAP 6355.602	-36		A	6.82
636	02-17-00	93249		21 - 4-WIRE HOSE 6356.603	-22		A	14.28
637	02-17-00	93249		2 HOSE ENDS 6356.603	-22		A	21.34
Vendor Total								<u>\$55.24</u>
(FNBC ) 631	03-09-00	FIRST NATIONAL BANK IN CAMERON M606AC		PAYMENT 46 OF 60 6653.603	-1		A	1910.08
Vendor Total								<u>\$1910.08</u>
(FSSI ) 609	02-25-00	FORESTRY SUPPLY SERVICE, INC. 47471		H/D DEGREASER 6657.602	-14		A	37.50
Vendor Total								<u>\$37.50</u>
(FSTB ) 643	03-09-00	FIRST STATE BANK 23334		PAYMENT #12 6653.604	-1		A	2621.23
Vendor Total								<u>\$2621.23</u>
(GMWS ) 646	02-18-00	G-M WATER SUPPLY CORP. 2251		WATER BILL 6440.604	-21		A	20.10
Vendor Total								<u>\$20.10</u>

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number	Description	Due	Stat	Terms	Amount
(GWSC )				GULF WELDING SUPPLY CO.	(409)384-4308			
562	02-29-00	090309		RENTAL FEE	6657.601	-10	A	8.00
610	02-29-00	090085		RENTAL FEE	6657.602	-10	A	8.00
Vendor Total								\$16.00
(HALL )				HALL SIGNS, INC.	(800)284-7446			
638	02-22-00	89001		2 - NO DUMPING SIGNS	6657.603	-17	A	17.16
639	02-22-00	89001		FREIGHT	6657.603	-17	A	7.23
Vendor Total								\$24.39
(HFSB )				HEMPHILL FEED & STOCK BARN	(409)787-2801			
698	02-23-00	72178		10 FT CHAIN	6657.604	-16	A	12.90
699	02-23-00	72178		3 - BOLTS	6657.604	-16	A	1.23
Vendor Total								\$14.13
(HGBY )				H. G. BYLEY & SONS				
613	03-01-00	12717	000461	403 YDS ROAD BASE @ 5.75	6377.602	-9	A	2317.25
614	03-01-00	12717	000461	52 YDS ROAD BASE @ 1.40	6377.602	-9	A	72.80
697	03-01-00	12716	000578	182 YDS. ROAD BASE	6377.604	-9	A	1046.50
Vendor Total								\$3436.55
(HOLI )				HOLIDAY INN - NACOGODOCHES	(936)569-8100			
564	03-08-00	62364392	000640	KEITH CLARK	6655.601	-2	A	217.00
589	03-07-00	60720351	000637	LYNN SMITH	6655.602	-3	A	217.00
644	03-07-00	60798908	000636	GENE NETHERY	6655.604	-3	A	72.00
Vendor Total								\$506.00

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No	Description Reg Account	Due	Stat	Terms	Amount
<b>(JCAU ) JC'S AUTO SUPPLY</b>								
607	02-10-00	10109		SEALS			A	
				6357.602	-29			3.96
608	02-10-00	10109		B-12 POUR			A	
				6657.602	-29			3.30
Vendor Total								<u>\$7.26</u>
<b>(LYNN ) LYNN SMITH</b>								
612	03-08-00	127263		IGNITOR			A	
				6357.602	-2			119.97
Vendor Total								<u>\$119.97</u>
<b>(MCRE ) MCBRIDE REPAIR SERVICE</b>								
640	12-13-99	537225		GRADER REPAIRS			A	
				6345.603	-88			55.00
Vendor Total								<u>\$55.00</u>
<b>(NAPH ) NAPA AUTO PARTS - HEMPHILL (409)787-3118</b>								
559	02-10-00	195347		TRANSMISSION FILTER			A	
				6356.601	-29			5.80
	02-16-00	195841		BEL CONNECTOR			A	
				6356.601	-23			1.90
624	02-01-00	194597		V-BELT			A	
				6355.602	-38			8.03
625	02-01-00	194645		HITCH PIN			A	
				6657.602	-38			1.98
626	02-08-00	195147		ANTENNA			A	
				6355.602	-31			7.99
627	02-09-00	195216		GASSHOCK			A	
				6355.602	-30			34.64
628	02-11-00	195412		GASSHOCK			A	
				6355.602	-28			31.20
629	02-11-00	195412		GASKET			A	
				6355.602	-28			0.43
630	02-18-00	196021		ARMOR ALL			A	
				6657.602	-21			21.99
647	02-04-00	194865		BROOM			A	
				6657.604	-35			5.99
648	02-04-00	194865		BRUSH			A	
				6657.604	-35			6.49
649	02-04-00	194865		ARMOR ALL			A	
				6657.604	-35			3.99
650	02-04-00	194865		WASHER FLUID			A	
				6657.604	-35			1.99

SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number Pd	Description	PO Number Reg	Stat	Terms	Amount
(NAPH )				NAPA AUTO PARTS - HEMPHILL	(409)787-3118		(Continued)	
651	02-04-00	194865		TOWELS		A		
				6657.604	-35			6.58
652	02-28-00	108243		HOSE		A		
				6357.604	-11			46.08
653	02-28-00	108243		HOSE END		A		
				6357.604	-11			12.15
654	02-28-00	108243		HOSE END		A		
				6357.604	-11			3.75
655	02-28-00	108243		F SWIVEL		A		
				6357.604	-11			19.42
Vendor Total								\$220.40

(NETC )				N&E TX CO JUDGES & COMM ASSOC.				
563	03-08-00	000639		CLARK/REGISTRATION		A		
				6654.601	-2			100.00
588	03-07-00		000633	SMITH/REGISTRATION		A		
				6654.602	-3			100.00
645	03-07-00			NETHERY/REGISTRATION		A		
				6654.604	-3			100.00
Vendor Total								\$300.00

(LU )				RITTER LUMBER COMPANY	(409)787-2485			
594	02-22-00	60012284		3/8X8 GALV NIPPLE		A		
				6657.602	-17			1.99
595	02-22-00	60012284		3/8 GALV CAP		A		
				6657.602	-17			0.98
596	02-22-00	60012284		1/2X3/8 GALV REDUCER		A		
				6657.602	-17			0.69
597	02-22-00	60012294		1 1/2 ONE HOLE EMT STRAP		A		
				6657.602	-17			1.14
598	02-22-00	60012294		ACE 8PCS RING TERMINAL		A		
				6657.602	-17			1.29
599	02-22-00	60012294		SCREWS		A		
				6657.602	-17			0.91
600	02-22-00	60012294		2PK D BATTERY		A		
				6657.602	-17			2.89
601	02-25-00	60012386		MED DUTY TOGGLE SWITCH		A		
				6657.602	-14			50.49
602	02-25-00	60012386		RAYOVAC FLASHLIGHT		A		
				6657.602	-14			5.49
603	02-25-00	60012406		3/4 PVC MALE ADAPTER		A		
				6657.602	-14			0.25
604	02-25-00	60012406		2X3/4 PVC BUSHING		A		
				6657.602	-14			1.19

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date Pd	PO Number Check No Reg	Description Account	Due	Stat	Terms	Amount
(RILU )			RITTER LUMBER COMPANY	(409)787-2485			(Continued)	
605	02-25-00	60012406		2 PVC 90ELL			A	
				6657.602	-14			1.25
606	02-25-00	60012387		CREDIT			A	
				6657.602	-14			-45.90
656	02-03-00	60011734		KEY BLANK			A	
				6657.604	-36			2.58
657	02-04-00	60011764		SCREWS			A	
				6657.604	-35			29.40
658	02-04-00	60011764		SCREWS			A	
				6657.604	-35			24.50
659	02-04-00	60011764		3/8 FLAT WASHER			A	
				6657.604	-35			3.99
660	02-04-00	60011764		3/8 NUT			A	
				6657.604	-35			3.89
661	02-04-00	60011764		3/8 FINDER WASHER			A	
				6657.604	-35			6.09
662	02-04-00	60011764		3/8 LOCK NUT			A	
				6657.604	-35			2.69
663	02-04-00	60011764		3/8 FLAT WOOD BIT			A	
				6657.604	-35			2.19
664	02-04-00	60011764		7/16 FLAT WOOD BIT			A	
				6657.604	-35			1.99
665	02-04-00	60011764		1/2" CHUCK KEY			A	
				6657.604	-35			2.99
666	02-04-00	60011791		1/2" CHUCK KEY			A	
				6657.604	-35			-2.99
667	02-04-00	60011791		2/8"+1/2" CHUCK KEY			A	
				6657.604	-35			2.15
668	02-08-00	60011858		3/8 CONTRACTOR BIT			A	
				6657.604	-31			6.82
669	02-08-00	60011858		1/4" NUTSETTER BIT			A	
				6657.604	-31			2.90
670	02-08-00	60011858		SCREWS			A	
				6657.604	-31			16.50
671	02-08-00	60011866		3/8 CONTRACTOR BIT			A	
				6657.604	-31			-6.82
672	02-08-00	60011866		SCREWS			A	
				6657.604	-31			-16.50
673	02-08-00	60011866		3/8X12" HSS SPLIT POINT			A	
				6657.604	-31			16.49
674	02-08-00	60011866		SCREWS			A	
				6657.604	-31			12.60
675	02-10-00	60011945		J-B WELD BONDING COMPOUND			A	
				6657.604	-29			3.99
676	02-10-00	60011945		KEY BLANK			A	
				6657.604	-29			1.29

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number Pd	Check No	Description Reg	Due	Stat	Terms	Amount
(RILU )		RITTER LUMBER COMPANY			(409)787-2485 (Continued)				
					Vendor Total				\$139.40
(RITI )		RICHARD TILLERY							
611	02-29-00		000627		7 HP ELECTRIC MOTOR			A	100.00
					6357.602 -10				
					Vendor Total				\$100.00
(TPCI )		TERRILL PETROLEUM			(409)787-3376				
565	01-31-00	52809	000602		URSA 15W40			A	
					6341.601 -39				225.00
566	01-31-00	52815	000602		450 GAL. UNLEADED+			A	
					6335.601 -39				390.74
567	01-31-00	52815	000602		STATE TAX			A	
					6335.601 -39				90.00
568	01-31-00	52815	000602		365 GAL. DIESEL			A	
					6336.601 -39				315.25
569	01-31-00	52815	000602		STATE TAX			A	
					6336.601 -39				73.00
570	02-10-00	52937			1 CARTON GREASE			A	
					6342.601 -29				13.40
	02-24-00	53076	000626		495 GAL UNLEADED+			A	
					6335.601 -15				489.80
572	02-24-00	53076	000626		STATE TAX			A	
					6335.601 -15				99.00
573	02-25-00	53090			22.6 GAL UNLEADED			A	
					6335.601 -14				21.18
574	02-25-00	53090			STATE TAX			A	
					6335.601 -14				4.52
578	02-01-00	52826			12 GALLONS UNLEADED			A	
					6335.602 -38				10.16
579	02-01-00	52826			STATE TAX			A	
					6335.602 -38				2.40
580	02-09-00	52926			25 GALLONS DIESEL			A	
					6336.602 -30				21.37
581	02-09-00	52926			STATE TAX			A	
					6336.602 -30				5.00
582	02-09-00	52929			10 GALLONS UNLEADED			A	
					6335.602 -30				8.81
583	02-09-00	52929			STATE TAX			A	
					6335.602 -30				2.00
584	02-17-00	53007			19.4 GALLONS UNLEADED			A	
					6335.602 -22				18.18
585	02-17-00	53007			STATE TAX			A	
					6335.602 -22				3.88

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number Pd Check No	Description Reg Account	Due	Stat	Terms	Amount
(TPCI )								
				TERRILL PETROLEUM				
				(409)787-3376 (Continued)				
586	02-29-00	53121		25 GALLONS DIESEL			A	
				6336.602	-10			23.46
587	02-29-00	53121		STATE TAX			A	
				6336.602	-10			5.00
632	02-21-00	53045	000621	415 GALLONS UNLEADED			A	
				6335.603	-18			386.82
633	02-21-00	53045	000621	STATE TAX			A	
				6335.603	-18			83.00
634	02-21-00	53045	000621	495 GALLONS DIESEL			A	
				6336.603	-18			436.79
635	02-21-00	53045	000621	STATE TAX			A	
				6336.603	-18			99.00
677	02-01-00	52828	000604	950 GALLONS DIESEL			A	
				6336.604	-38			826.41
678	02-01-00	52828	000604	STATE TAX			A	
				6336.604	-38			190.00
679	01-31-00	52821		21.4 GALLONS UNLEADED			A	
				6335.604	-39			17.94
680	01-31-00	52821		STATE TAX			A	
				6335.604	-39			4.28
681	02-09-00	52915		28.2 GALLONS UNLEADED			A	
				6335.604	-30			28.12
682	02-09-00	52915		STATE TAX			A	
				6335.604	-30			5.64
	02-10-00	52931		70 GALLONS UNLEADED			A	
				6335.604	-29			63.49
684	02-10-00	52931		STATE TAX			A	
				6335.604	-29			14.00
685	02-15-00	52989		47.7 GALLONS UNLEADED			A	
				6335.604	-24			44.69
686	02-15-00	52989		STATE TAX			A	
				6335.604	-24			9.54
687	02-18-00	53023		27.6 GALLONS UNLEADED			A	
				6335.604	-21			26.24
688	02-18-00	53023		STATE TAX			A	
				6335.604	-21			5.52
689	02-23-00	53058		22 GALLONS UNLEADED			A	
				6335.604	-16			20.92
690	02-23-00	53058		STATE TAX			A	
				6335.604	-16			4.40
691	02-24-00	53071		8 GALLONS UNLEADED			A	
				6335.604	-15			7.50
692	02-24-00	53071		STATE TAX			A	
				6335.604	-15			1.60
693	02-15-00	52983		23.9 GALLONS UNLEADED			A	
				6335.604	-24			22.39
694	02-15-00	52983		STATE TAX			A	
				6335.604	-24			4.78

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SABINE COUNTY ROAD & BRIDGE  
Accounts Payable Ledger  
03-10-00

Party	Date	Invoice Date	PO Number	Description	Due	Stat	Terms	Amount
(TPCI )				(409)787-3376 (Continued)				
695	02-25-00	53086		80 GALLONS UNLEADED			A	74.96
				6335.604	-14			
696	02-25-00	53086		STATE TAX			A	16.00
				6335.604	-14			
Vendor Total								<u>\$4216.18</u>
(WERO )				(409)275-5460				
641	02-29-00	10775	000613	204 YDS. ROAD BASE			A	1224.00
				6377.603	-10			
Vendor Total								<u>\$1224.00</u>
(WICI )				(903)764-5605				
615	02-23-00	31411	000615	5- 18X20 16G			A	595.00
				6371.602	-16			
616	02-23-00	31411	000615	3- 18X30 16G			A	535.50
				6371.602	-16			
617	02-23-00	31411	000615	2- 18X40 16G			A	476.00
				6371.602	-16			
618	02-23-00	31411	000615	1- 24X36 16G			A	285.12
				6371.602	-16			
619	02-23-00	31411	000615	1- 30X30 16G			A	297.30
				6371.602	-16			
620	02-23-00	31411	000615	12" BAND			A	11.94
				6371.602	-16			
621	02-23-00	31411	000615	15" BAND			A	22.38
				6371.602	-16			
622	02-23-00	31411	000615	24X24 16G			A	190.08
				6371.602	-16			
Vendor Total								<u>\$2413.32</u>
(WILP )								
642	01-20-00	75858		25 GALLONS PROPANE			A	27.50
				6440.603	-50			
Vendor Total								<u>\$27.50</u>
Total Debits								20011.37
Total Credits								-72.21
Total Of Ledger								<u>\$19939.16</u>
								=====

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*Jack Leath*

**Jack Leath  
County Judge**

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*Janice McDaniel*

**Janice McDaniel  
County Clerk**

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*Keith Clark*

**Keith Clark  
Commissioner Pct. 1**

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*Lynn Smith*

**Lynn Smith  
Commissioner Pct. 2**

SIGN HERE FOR PAYMENT APPROVAL

*Doyle Dickerson*

**Doyle Dickerson  
Commissioner Pct. 3**

SIGN HERE FOR PAYMENT APPROVAL

*Gene Nethery*

**Gene Nethery  
Commissioner Pct. 4**

**Approved for payment by Sabine County Commissioner's Court  
March 13, 2000.**

**Vol GG Pg 396**

SABINE COUNTY R & B SPECIAL  
Accounts Payable Ledger  
03-10-00

Entry	Date	Invoice Date	PO Number Pd	Description	Check No	Reg	Account	Due	Stat	Terms	Amount
<b>(ETMS ) EAST TEXAS MILL SUPPLY</b>											
81	02-25-00	93515		2-WIRE HYD HOSE			605.6355	-14		A	16.80
82	02-25-00	93515		O-RING			605.6355	-14		A	0.24
83	02-25-00	93514		2-WIRE HYD HOSE			605.6355	-14		A	30.66
84	02-25-00	93514		HOSE END			605.6355	-14		A	27.46
85	02-24-00	93486		GREASE GUN			605.6355	-15		A	25.41
86	02-24-00	93486		HI TEMP GREASE			605.6337	-15		A	1.92
87	02-24-00	93486		SHOP TOWEL			605.6355	-15		A	2.12
Vendor Total											<u>\$104.61</u>
<b>(FAFR ) FAT FRED'S (409) 787-2827</b>											
73	02-02-00	58784		ICE			605.6355	-37		A	1.00
74	02-07-00	59332		ICE			605.6355	-32		A	1.00
75	02-10-00	59849		ICE			605.6355	-29		A	1.00
	02-14-00	60122		ICE			605.6355	-25		A	1.00
77	02-16-00	61146		ICE			605.6355	-23		A	1.00
78	02-21-00	61250		ICE			605.6355	-18		A	1.00
79	02-23-00	59229		ICE			605.6355	-16		A	1.00
80	02-25-00	59943		ICE			605.6355	-14		A	1.00
Vendor Total											<u>\$8.00</u>
<b>(NAPH ) NAPA AUTO PARTS HEMPHILL (409) 787-3118</b>											
72	02-10-00	195353		SCREWDRIVERS			605.6355	-29		A	11.99
Vendor Total											<u>\$11.99</u>

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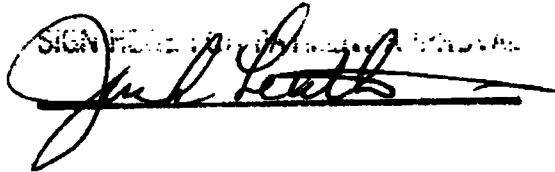
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SABINE COUNTY R & B SPECIAL  
Accounts Payable Ledger  
03-10-00

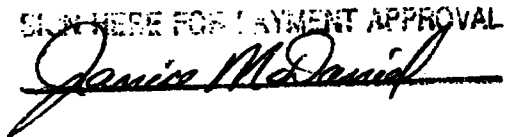
031000  
Page 2

Entry	Date	Invoice Date	PO Number Pd	Description Check No	Reg	Account	Due	Stat	Terms	Amount
									Total Debits	124.60
									Total Credits	0.00
									Total Of Ledger	\$124.60
=====										

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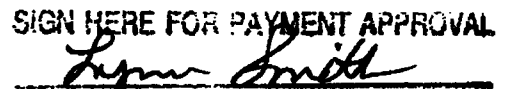
**Jack Leath**  
County Judge

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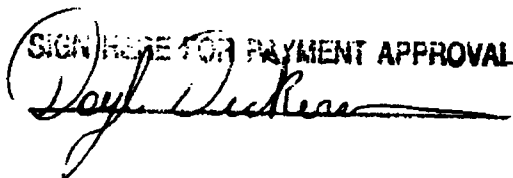
**Janice McDaniel**  
County Clerk

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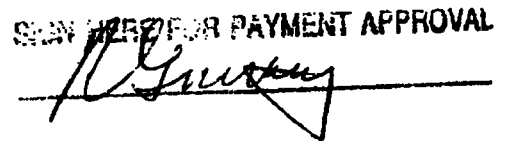

**Keith Clark**  
Commissioner Pct. 1

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**Lynn Smith**  
Commissioner Pct. 2

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**Doyle Dickerson**  
Commissioner Pct. 3

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**Gene Nethery**  
Commissioner Pct. 4

**Approved for payment by Sabine County Commissioner's Court  
March 13, 2000.**

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Entry	Date	Invoice Date Pd	PO Number Check No Reg	Description Account	Due	Stat	Terms	Amount
(HYCS )				HYDRO CLEANING SYSTEMS	(800)850-8448			
9	01-21-00	14541		55 GAL SOAP	6357.606	-49	A	180.00
10	01-21-00	14536		COIL	6357.606	-49	A	550.00
11	01-21-00	14536		INSULATION	6357.606	-49	A	35.00
12	01-21-00	14536		ST 261 UNLOAD	6357.606	-49	A	89.95
13	01-21-00	14536		FUEL COIL	6357.606	-49	A	29.95
14	01-21-00	14536		PRESSURE GAUGE	6357.606	-49	A	44.50
15	01-21-00	14536		FUEL LINE	6357.606	-49	A	1.50
16	01-21-00	14536		LABOR	6346.606	-49	A	50.00
Vendor Total								\$980.90
Total Debits								980.90
Total Credits								0.00
Total Of Ledger								\$980.90
								=====

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*Jack Leath*

**Jack Leath  
County Judge**

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*Janice McDaniel*

**Janice McDaniel  
County Clerk**

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**Doyle Dickerson  
Commissioner Pct. 3**

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*Gene Nethery*

**Gene Nethery  
Commissioner Pct. 4**

**Approved for payment by Sabine County Commissioner's Court  
March 13, 2000.**

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031000  
13:20

SABINE COUNTY DEBT SERVICE  
Accounts Payable Ledger  
03-10-00

031000  
Page 1

ry	Date	Invoice Date Pd	PO Number Check No	Reg	Description Account	Due	Stat	Terms	Amount
(FSTB ) 3	03-10-00		FIRST STATE BANK		PRINCIPAL PAYMENT 661.	0		A	41026.49
					Vendor Total				<u>\$41026.49</u>
					Total Debits				41026.49
					Total Credits				0.00
					Total Of Ledger				<u>\$41026.49</u> =====

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*Jack Leath*

**Jack Leath**  
County Judge

SIGN HERE FOR PAYMENT APPROVAL  
*Janice McDaniel*

**Janice McDaniel**  
County Clerk

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*Doyle Dickerson*

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Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL  
*Gene Nethery*

**Gene Nethery**  
Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court  
March 13, 2000.

Vol GG Pg 403

**RESOLUTION  
A RESOLUTION ENDORSING AND SUPPORTING THE PRINCIPLE  
OF FAIR AND OPEN HOUSING AS SET FORTH IN TITLE VIII OF  
THE CIVIL RIGHTS ACT OF 1968**

**WHEREAS**, adequate housing is a necessary ingredient to the maintenance of the standard of living in this country; and

**WHEREAS**, it is important that every human being have access to adequate housing of his choice and economic means; and

**WHEREAS**, it is beneficial to the social and economic welfare of the entire country that every person have access to adequate housing; and

**WHEREAS**, the law of the land is that no citizen can be denied access to housing of his choice because of race, color, religion, or national origin; now therefore,

**BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS:**

SECTION 1. That this Commissioners Court endorses and supports the principle of fair and open housing; as set forth in Title VIII of the Civil Rights Act of 1968, and the right of every person to have access to adequate housing of his own choice without regard to race, color, religion, or national origin; and

SECTION 2. That this Commissioners Court encourages all citizens to respect and support the law of the land in regard to the right of every person to have access to adequate housing of his own choice; and

SECTION 3. That this Commissioners Court encourages all citizens to undertake voluntary actions to foster racial harmony, including individual and group decisions to promote fair and open housing, and individual commitment to avoid discrimination in all sale, all rental of property; and

SECTION 4. That this Commissioners Court will encourage local newspapers and owners of housing to comply with HUD Advertising Guidelines, and

SECTION 5. That this Commissioners Court will maintain cooperation with fair housing groups, human relations bodies and other social, civil and religious groups interested in facilitating open communities.

PASSED AND APPROVED THIS THE 13 DAY OF March, 2000.

  
\_\_\_\_\_  
JACK H. LEATH, COUNTY JUDGE

ATTEST:

  
\_\_\_\_\_  
C:\WordPerfect.doc\Fair Housing\Fair Housing Resolution.wpd

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# COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528  
AUSTIN, TX 78711-3528

March 3, 2000

Dear Fellow Texan:

I am writing to inquire about your taxing entity's decision to participate in the August 2000 sales tax holiday. As you are aware, Senate Bill 441—the measure that authorized the tax holiday—allows local entities to decide whether they want to continue participation in providing this tax break to Texas families in the year 2000 and beyond.

Cutting taxes is one of the ten principles that I have laid out for Texas in the 21<sup>st</sup> Century. I was pleased that Texas taxpayers saved over \$32 million during our state's first sales tax holiday in August 1999. Texans saved over \$25 million in state sales taxes and \$7 million in local sales taxes while purchasing more than \$400 million in tax-exempt clothing and footwear during this much-deserved tax holiday. Even with these savings, I was still able to return \$3.5 billion to local taxing entities in 1999 (a 7.1 percent increase from 1998), which set a new one-year record for sales tax revenue.

These numbers confirm the message that I delivered throughout 1999, and that I will deliver throughout this year—the Texas economy is robust, consumer confidence is high, and economic growth is promoting paychecks and jobs for Texans. Furthermore, cutting taxes truly generates a period of economic growth, even when that tax cut is in effect for only a short amount of time.

This year, however, cities, counties and other local taxing entities have the opportunity to opt out of the tax holiday and not offer the exemption to Texas taxpayers. While the state sales tax exemption will continue during the first weekend in August, all other taxing entities must inform my office by certified or registered mail no later than March 31, 2000, if their decision is not to participate in this year's sales tax holiday.

If your decision is to repeal the local tax exemption, you must provide my office with a copy of the order or ordinance that your governing body adopts to effect the repeal. A majority of the governing body must vote to approve the repeal, and must hold a public hearing before taking such a vote. This process is provided in greater detail at Section 326.003 of the Texas Tax Code.

I hope that you will join the state in providing much needed tax relief to Texas families. If you have any questions about this matter, please call my Local Government Assistance staff at 1-800-531-5441, extension 3-5541. Thanks for all that you do for Texas.

Sincerely,

Carole Keeton Rylander  
Comptroller of Public Accounts

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT FOR

COMMUNITY DEVELOPMENT PROGRAMS

STATE OF TEXAS ]

COUNTY OF TRAVIS ]

SECTION 1 PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and the Sabine County, hereinafter referred to as "Contractor". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on February 7, 2000, and shall terminate on February 6, 2002, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

Contractor shall conduct, in a satisfactory manner as determined by Department, a community development program, hereinafter sometimes referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), hereinafter referred to as the Act. Contractor shall perform all activities in accordance with the terms of the Performance Statement, hereinafter referred to as Exhibit A; the Budget, hereinafter referred to as Exhibit B; the Project Implementation Schedule, hereinafter referred to as Exhibit C; the Applicable Laws and Regulations, hereinafter referred to as Exhibit D; the Certifications, hereinafter referred to as Exhibit E; the assurances, certifications, and all other statements made by Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period for performances rendered under this contract by Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties hereto that Department's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Contractor in writing within a reasonable time after such fact is determined. Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

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Department shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by Department of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, Contractor shall not be relieved of any liability to Department for damages due to Department by virtue of any breach of this contract by Contractor. Department may withhold payments to Contractor until such time as the exact amount of damages due to Department from Contractor is agreed upon or is otherwise determined.

**SECTION 19.           AUDIT**

A. Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Contractors expending \$300,000 or more in Federal financial assistance for any fiscal year ending on or after June 30, 1997, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7507, and OMB Circular No. 133 - Revised June 30, 1997, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 19, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Notwithstanding Section 4(a)(5) and Section 4(a)(6), Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Contractor;

3. Contractor shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report or 13 months after the end of the audit period. Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by Department or its authorized representative;

B. Notwithstanding Subsection A of this Section 19, Department reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this contract. Contractor agrees to permit Department or its authorized representative to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. Contractor understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

D. Contractor shall take such action to facilitate the performance of such audits conducted pursuant to this Section 19 as Department may require of Contractor.

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... contract are amended by the provisions of the TCDP Project Implementation Manual and any amendments thereto and may further be amended in the following manner: Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Director of the TCDP in the form of TCDP issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Contractor, as if written herein, provided however that said policy directives and any amendments to said Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 4 of this contract to reimburse costs incurred by Contractor prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring Department's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than five percent (5%) of the total amount of this contract as specified in Section 4 (C) herein;
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. Contractor submits a budget revision report to Department, on a form specified by Department, simultaneously with the submission of Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

#### SECTION 17. SUSPENSION

Notwithstanding the provisions of TEX. GOVT. CODE ANN. Chapter 2251, in the event Contractor fails to comply with any term of this contract, Department may, upon written notification to Contractor, suspend this contract in whole or in part and withhold further payments to Contractor, and prohibit Contractor from incurring additional obligations of funds under this contract.

#### SECTION 18. TERMINATION

A. Department shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever Department determines that Contractor has failed to comply with any term of this contract. Department shall notify Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder.



D. Contractor shall include the substance of this section in all subcontracts.

**SECTION 13. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

A. Contractor shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this contract.

B. None of the performances rendered by Contractor under this contract shall involve, and no portion of the funds received by Contractor under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship. Contractor shall comply with regulations promulgated by the U.S. Department of Housing and Urban Development at 24 C.F.R. Sec. 570.200(j).

**SECTION 14. LEGAL AUTHORITY**

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services Contractor has obligated itself to perform hereunder.

B. The person or persons signing and executing this contract on behalf of Contractor, or representing themselves as signing and executing this contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances, and provisions herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Contractor is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has suspended or terminated this contract for reasons enumerated in this Section 14.

**SECTION 15. LITIGATION AND CLAIMS**

Contractor shall give Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance of any subcontract hereunder; and 2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by Department. Except as otherwise directed by Department, Contractor shall furnish immediately to Department copies of all pertinent papers received by Contractor with respect to such action or claim.

**SECTION 16. CHANGES AND AMENDMENTS**

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with the Act, the Regulations, the assurances and certifications made to Department by Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the Texas Community Development Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto

incident to, arising out of, or in connection with the services to be performed by Contractor under this contract.

**SECTION 11. SUBCONTRACTS**

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining Department's prior written approval. Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after Contractor has submitted a Subcontractor Eligibility form, as specified by Department, for each such proposed subcontract, and Contractor has obtained Department's prior written approval, based on the information submitted, of Contractor's intent to enter into such proposed subcontract. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Contractor obtain Department's prior written approval of a subcontractor's eligibility, be construed as relieving Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Contractor. Department's approval under Section 11 does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance hereunder. Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

C. Contractor shall comply with Attachment O of OMB Circular No. A-102, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. Department shall maintain an escrow retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

**SECTION 12. CONFLICT OF INTEREST**

A. Contractor shall ensure that no employee, officer, or agent of Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Contractor shall comply with Chapter 171, Local Government Code.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Contractor or of a subcontractor of Contractor.

B. Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, and Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Law.

C. Contractor shall include the substance of this Section 7 in all subcontracts.

#### SECTION 8. REPORTING REQUIREMENTS

A. Contractor shall submit to Department such reports on the operation and performance of this contract as may be required by Department including but not limited to the reports specified in this Section 8.

B. Contractor shall submit to Department no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by Department and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. Contractor shall submit a Certificate of Completion to Department no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by Department. The Certificate of Completion shall be in a format prescribed by Department and shall include a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Contractor fails to submit to Department in a timely and satisfactory manner any report required by this contract, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor hereunder. If Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

#### SECTION 9. MONITORING

Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports notes deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

#### SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Department is contracting with Contractor as an Independent Contractor, and that Contractor, as such, agrees to hold Department harmless and to indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties hereto that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME**

A. Except as specifically modified by law or the provisions of this contract, Contractor shall comply with the Regulations and, for matters not addressed therein, with Office of Management and Budget (OMB) Circular A-102, as revised January 1981, in performing this contract. The allowability of costs incurred for performances rendered hereunder shall be determined in accordance with OMB Circular A-87, as supplemented by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act of 1981 (TEX. GOV'T. CODE ANN. Chapter 783), and this contract.

B. Contractor shall comply with the requirements set forth in Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and Contractor shall provide reports of program income to Department with each form submitted by Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by Contractor during the period of this contract shall be retained by Contractor and utilized by Contractor to fund performances specified in this contract, in the manner specified hereunder, prior to requesting additional funds from Department.

3. At least sixty (60) days prior to the termination of this contract, Contractor shall submit a plan to Department for its approval which specifies the manner in which Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified hereunder. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by Contractor must be returned to Department. In the event Department does not approve the plan submitted by Contractor, Contractor shall return such program income to Department within thirty (30) working days after receipt of Department's notification of disapproval.

**SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS**

A. Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. Contractor shall retain such records, and any supporting documentation, for the greater of three years from closeout of this contract or the period required by other applicable laws and regulations as described in the Regulations.

2. Department shall not be liable to Contractor for any costs incurred by Contractor, or any portion thereof, which has been paid to Contractor or is subject to payment to Contractor, or has been reimbursed to Contractor or is subject to reimbursement to Contractor by any source other than Department or Contractor.
3. Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.
4. Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.
5. Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been billed to Department by Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Completion referred to in Section 8 (C) of this contract.
6. Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract, except as may be specifically set forth in Exhibit B, Budget, of this contract.
7. Department shall not be liable for costs incurred and reserved on the Certificate of Completion if such costs are not billed to Department within ninety days after the contract's termination date. Audit funds reserved on the Certificate of Completion eligible for reimbursement under the provisions of Section 19 of this contract shall be billed to the Department within twelve months after the end of Contractor's fiscal year that follows the termination date of this contract. Department shall deobligate all reserved funds not requested under this subsection.

#### **B. Excess Payments**

Contractor shall refund to Department any sum of money which has been paid to Contractor by Department, which Department determines has resulted in overpayment to Contractor, or which Department determines has not been spent by Contractor strictly in accordance with the terms of this contract. Such refund shall be made by Contractor to Department within thirty (30) working days after such refund is requested by Department.

#### **C. Limit of Liability**

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of One Hundred Thirty-two Thousand and No/100 Dollars (\$132,000).

### **SECTION 5. METHOD OF PAYMENT**

A. Contractor shall submit to Department at its offices in Travis County, Texas, a properly completed Request for Advance or Reimbursement Form 270, as specified by Department, as often as actually needed. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such Request.

B. Contractor's requests for advance shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

E. Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

## **SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

A. Contractor understands and agrees that by the execution of this contract Contractor shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to Department under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, Contractor further understands and agrees that Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

C. Contractor shall prepare a written Environmental Assessment of its activities in accordance with 24 C.F.R. Part 58, Subpart E, and the TCDP Project Implementation Manual. Contractor must then follow the steps specified in this subsection to ensure compliance with the National Environmental Policy Act (NEPA). When the Environmental Assessment is completed, Contractor must follow one of the following two (2) procedures. The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, Contractor must then prepare an Environmental Impact Statement in accordance with Subpart F or Subpart G of 24 C.F.R. Part 58. The second and more common procedure must be followed for all projects not requiring an Environmental Impact Statement. Contractor in this instance must publish, in the manner prescribed in 24 C.F.R. Sections 58.43 and 58.45, a combined legal notice in a single publication: A Finding of No Significant Impact (FONSI), and a Notice of Intent to Request Release of Funds (NOI/RROF). In the first part of this notice, Contractor certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. Contractor shall then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless exceptional circumstances exist as specified in 24 C.F.R. Section 58.46. If no unresolved problems occur, Contractor must then concurrently submit to Department the following documents:

1. a Publisher's Affidavit and Certification form, for the combined legal notice; and
2. a Request for Release of Funds form.

Upon receipt of such documents, Department must allow a fifteen (15) calendar days comments period to expire before it can formally release any project funds which are subject to the environmental review regulations. Contractor must comply with all other applicable environmental requirements as

specified in Exhibit D of this contract. Contractor shall document its compliance with such other requirements in its environmental review file.

**SECTION 21. CITIZEN PARTICIPATION REQUIREMENTS**

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract;

B. Contract shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changes, as determined by the Department, from the activities specified in Exhibit A, Performance Statement, of this contract;

C. Prior to the termination of this contract, Contractor shall hold a public hearing to review its performance under this contract;

D. For each public hearing scheduled and conducted by Contractor under this section, Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with TEX. GOVT. CODE ANN. Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the requirements of the Texas Community Development Program Complaint System, 10 TAC Sec. 1.11 - 1.13. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

**SECTION 22. SPECIAL CONDITIONS**

A. Department shall not release any funds for any costs incurred by Contractor under this contract until Department has received a copy of Contractor's previous fiscal year audit report or certification from Contractor that its fiscal control and fund accounting procedures are adequate to assure the

proper disbursement of and accounting for funds provided under this contract. Department shall specify the content and form of such certification.

B. Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Department receives a properly completed Depository/Authorized Signators Form, as specified by Department, from Contractor.

C. Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until Contractor has received the applicable prevailing wage rates from Department.

D. In accordance with Section 18 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities funded under this contract have begun by such date.

E. Prior to Department's release of funds for the construction of the water system improvements described in Exhibit A, Performance Statement, of this contract, Contractor shall provide certification to Department that plans, specifications, and related documents for its water system improvements have been prepared by a registered professional engineer and that the review of such plans, specifications, and related documents meet the applicable Texas Natural Resource Conservation Commission review requirements described in Title 30 of the Texas Administrative Code, Chapter 290 (30 TAC 290.39).

**SECTION 23. DEBARMENT**

By signing this contract, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Contractor shall receive the certification provided by the Department from each proposed subcontractor under this contract and its principals.

**SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED**

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

**SECTION 25. ORAL AND WRITTEN AGREEMENTS**

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Contractor in accordance with Section 3 of this contract:

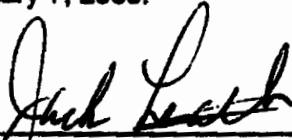


1. Exhibit A, Performance Statement, 1 Page
2. Exhibit B, Budget, 2 Pages
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 3 Pages
5. Exhibit E, Certifications, 2 Pages

**SECTION 26.        VENUE**

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

WITNESS OUR HANDS EFFECTIVE February 7, 2000.

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

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.

\_\_\_\_\_  
Daisy A. Stiner, Executive Director  
Texas Department of Housing and Community Affairs

This contract is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or by the Executive Director's authorized designee.

**EXHIBIT A**  
**PERFORMANCE STATEMENT**  
**SABINE COUNTY**

Contractor shall utilize 1999 Texas STEP funds to carry out the following activities in the target area identified on the map in its 1999 Texas Small Towns Environment Program (STEP) application. The term "contract funds" means funds provided by Department to Contractor under this contract. Project activities using contract funds shall be undertaken by Contractor using Texas STEP self-help methods approved by Department. Contractor shall ensure that the amount of funds expended for each activity described herein does not exceed the amount specified for such activity in Exhibit B, Budget.

Water Facilities

Contractor shall provide first-time public water service to eight (8) households in the Clark Town Road area and three (3) households in the Forest Road 144 area of the County. Construction shall consist of the installation of approximately two hundred linear feet (200 l.f.) of four-inch (4") raw water line, ten thousand three hundred linear feet (10,300 l.f.) of three-inch (3") water line, twelve thousand three hundred linear feet (12,300 l.f.) of two-inch (2") water line, steel casing by boring, tapping sleeves, gate valves, air relief valves, blow-off valves, flush valves, and related appurtenances. In addition Contractor shall provide water plant improvements consisting of the installation of one (1) booster station, one (1) five thousand gallon (5,000 gal.) ground storage tank, one (1) five hundred gallon (500 gal.) pressure tank, one (1) pump house enclosure, one (1) master meter, booster pumps and piping, plant electrical and controls, chlorination equipment, plant sitework, gravel driveway, and associated pavement repairs.

These activities shall benefit twenty (20) persons, of which seventeen (17) or eighty-five percent (85%) are of low to moderate income.

Rehabilitation of Private Properties (Water Service)

Contractor shall provide first-time water service to eleven (11) households, seven (7) of which are of low to moderate income. Construction shall consist of the installation of approximately one thousand eight hundred linear feet (1,800 l.f.) of one-inch (1") water service line and eleven (11) service taps, meter boxes and house tie-ins.

These activities shall benefit twenty (20) persons, of which seventeen (17) or eighty-five percent (85%) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

**EXHIBIT B**  
**BUDGET**  
**SABINE COUNTY**

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$103,178	\$ - 0 -	\$103,178

**EXHIBIT B**  
**BUDGET**  
**SABINE COUNTY**

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$103,178	\$ - 0 -	\$103,178
1b. Sewer Facilities	\$	\$	\$
2. Solid Waste Disposal Facilities	\$	\$	\$
3. Other Public Utilities (Gas)	\$	\$	\$
4. Street Improvements	\$	\$	\$
5. Flood and Drainage Facilities	\$	\$	\$
6. Neighborhood Facilities/ Community Centers	\$	\$	\$
7. Senior Centers	\$	\$	\$
8. Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9. Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10. Fire Protection Facilities and Equipment	\$	\$	\$
11. Parking Facilities	\$	\$	\$
12. Pedestrian Malls and Walkways	\$	\$	\$
13. Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14. Specially Authorized Public Facilities and Improvements	\$	\$	\$
15. Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16. Interim Assistance	\$	\$	\$

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17. Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a. Rehabilitation of Private Properties (Water Service)	\$ 1,222	\$ 6,600	\$ 7,822
17b. Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
18. Rehabilitation of Public Residential Structures	\$	\$	\$
19. Public Housing Modernization	\$	\$	\$
20. Clearance Demolition Activities	\$	\$	\$
21. Historic Preservation	\$	\$	\$
22. Removal of Architectural Barriers	\$	\$	\$
23. Code Enforcement	\$	\$	\$
24. Acquisition	\$	\$	\$
25. Relocation Payments & Assistance	\$	\$	\$
26. Economic Development Loan	\$	\$	\$
27. Economic Devel. Interest Subsidy	\$	\$	\$
28. Economic Devel. Loan Guarantee	\$	\$	\$
29. Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$ 27,600	\$ - 0 -	\$ 27,600
31. Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
32. General Administration	\$	\$	\$
<b>TOTALS</b>	<u>\$132,000</u>	<u>\$ 6,600</u>	<u>\$138,600</u>

**EXHIBIT C  
PROJECT IMPLEMENTATION SCHEDULE**

**Sabine County**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<b>Water Facilities</b>																								
<b>Procurement of Professional Services</b>	X	X																						
<b>Environmental Review</b>			X	X																				
<b>Plans &amp; Specifications</b>			X	X	X	X																		
<b>Clearance of Special Conditions</b>						X	X	X	X	X														
<b>Wage Rate Request/Decision/10-Day Call</b>								X	X	X														
<b>Bid Advertisement/Contract Award</b>											X	X												
<b>Construction</b>													X	X	X	X	X	X	X	X	X	X	X	X
<b>Interim &amp; Final Inspections</b>														X	X	X	X	X	X	X	X	X	X	X
<b>General Administration</b>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Audit &amp; Close-out</b>																						X	X	X

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CONTRACT START DATE

February 7, 2000

CONTRACT ENDING DATE

February 6, 2002

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circulars specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et.seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this contract, Contractor understands and agrees that the activities funded herein shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et. seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et.seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Department thereunder.

## V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

### (a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et. seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).
- (3) Federal historic preservation regulations as follows:
  - (i) 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG) and
  - (ii) 36 CFR part 801 with respect to UDAG.
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et. seq.*), particularly section 3 (16 U.S.C. 469a-1).

### (b) Floodplain management and wetland protection

- (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

### (c) Coastal Zone Management

- (1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et. seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

### (d) Sole source aquifers

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et. seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)).
- (2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)

(e) Endangered species

- (1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

- (1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

- (1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).
- (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

- (1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).
- (2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

- (1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3))
- (2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

- (1) Executive Order 12898 of February 11, 1994 — Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.



**EXHIBIT E**  
**CERTIFICATIONS**

I, Jack Leath, County Judge, Sabine County

CERTIFY WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE Sabine County, THAT:

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY DEPARTMENT;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY DEPARTMENT;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

Jack Leath  
Name

3/13/00  
Date

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED Sabine County

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

SIGNED:

Jack Leach  
NAME

DATE:

3/13/00

Sabine County Judge  
TITLE (MAYOR/JUDGE)

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SABINE COUNTY CLERK'S OFFICE  
 REPORT TO TREASURER FOR MONTH OF February, 2000

RECORDING FEES.....	\$ 1668.00
COPY FEES.....	1156.75
FINANCE STATEMENTS.....	535.00
MARRIAGE LICENSE.....	159.50
PROBATE FEES.....	332.00
ASSUMED NAME.....	24.00
CIVIL FEES.....	0.00
BRANDS.....	0.00
APPLICATION FOR BEER LICENSE.....	0.00
CRIMINAL FEES.....	<u>5,035.81</u>
<b>subtotal</b>	<b>8,911.06</b>

RECORD RETENTION FEES.....	1280.00
COURTHOUSE SECURITY FEES.....	315.00
RECORDS MANAGEMENT FEES.....	195.00
LAW LIBRARY...05 cases at 20.00 each.....	100.00
ARREST FEES...14 cases at 5.00 each.....	70.00
COUNTY CLERK SURCHARGE. (birth cert.)12@ .20 ..	2.40
COUNTY CLERK SURCHARGE. (State cert.)14@ .17....	2.38
TRIALFEES.....	10.00
INTEREST.....	<u>170.02</u>
<b>Subtotal</b>	<b>11,055.86</b>

STATE FEES.....	<u>1,080.00</u>
<b>TOTAL</b>	<b>12,135.86</b>

DESCRIPTION OF STATE FEES

CLSI.....05cases at 5.00 ea.....	25.00
BAT.....00 cases at 30.00 ea.....	0.00
BAT.....partial payments.....	0.00
JCPT.....06 cases at 1.00 ea.....	6.00
JCPT.....07 cases at 2.00 ea.....	14.00
LEMI.....partial.....	0.00
LEOSE AND LEMI.01 cases at 1.50 ea.....	1.50
LEOSE AND LEMI.02 cases at 2.50 ea.....	5.00
CJP.....03 cases at 10.00 ea.....	30.00
CVC.....12 cases at 35.00 ea.....	420.00
CVC.....01 cases at 15.00 ea.....	15.00
CVC.....partial payments.....	0.00
GR.....03 cases at 2.50 ea.....	7.50
LEOA.....02 cases at 1.00 ea.....	2.00
CSF.....02 cases at 2.00 ea.....	4.00
CR2.....00 cases at 25.00 ea.....	0.00
FA.....10 cases at 5.00 ea.....	50.00
CCC.....10 cases at 40.00 ea.....	400.00
CCC.....partial payments.....	0.00
JCD.....10 cases at .25 ea.....	2.50
TP.....07 cases at 12.50 ea.....	87.50
TP.....partial payments.....	0.00
CT.....05 cases at 2.00.....	<u>10.00</u>
<b>TOTAL</b>	<b>1,080.00</b>

I, Janice McDaniel, County Clerk of Sabine County, Texas, do hereby certify that the above is a true and correct account of fees received in the office of the County Clerk of Sabine County for the month ending February, 2000.

*Janice McDaniel*  
 DATED Mar. 07, 2000

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This page being held for  
Resolution for on-site Sewage Facility Order

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101 68



BY *Janice McDaniel*  
Janice McDaniel County Clerk

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

The State Of Texas  
County Of Sabine

CLERK

2007

RECORDED  
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RECORDED