

Monday, October 23, 2006, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Louise Clark	Chief Deputy County Clerk

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

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the October 9<sup>th</sup> regular session of Court. Commissioner Dickerson seconded. All voted for. Motion carried.

Also under general business, Judge Leath moved to accept the resignations from Fran Payne and Pat Freise from the Child Protective Services Board. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #2-Line Item Transfers

No transfers were submitted.

Agenda item #4-Consideration and/or Selection of Grant Management Project Delivery Services for the 2006 TXCDBG Disaster Recovery Project for Sabine County

Leslie Waxman met with the Court to discuss the plan from the David Waxman Company for this project.

Judge Leath moved to accept the plans. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #5-Tammy Reeves to Recognize Donna Barrera for RTC Certification

Tammy Reeves presented Donna Barrera with her RTC certification. Ms. Reeves said this is not easy to achieve this certification and congratulates Donna on her accomplishment.

Ms. Reeves also told the Court that on her recommendation, the sub station in Pineland will close on October 31<sup>st</sup>. She said there is not enough business there to warrant keeping a person there.

Agenda item #6-Discuss and Take Action on County Funding Bridge at Willow Oak Park

Judge Leath said that he and Commissioner Smith attended a meeting with the Forest Service and the SRA concerning Willow Oak Park. He said the Forest Service has agreed to let the SRA engineer the project and the estimated cost is \$189,000.00. The proposal is for the Forest Service, SRA and Sabine County to split the cost. This park has one of the better boat ramps in the County.

Judge Leath moved that we pay one-third (\$63,000.00) of the cost to reopen Willow Oak Park and to use Title Three US Forest Service Funds to pay for it. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #7-Gordon EMC to Address Court about Radio Communications

Gordon Thibodeaux met with the Court to explain how the radio communications can be improved across the entire County. He is requesting \$5,000.00 to fund these improvements.

Judge Leath moved to approve this request and to put \$5,000.00 into the fire departments budget out of the Title 3 money. Commissioner Smith seconded. All voted for. Motion carried.

Each fire station will have to furnish their own computer.

Agenda item #8-Discuss Bear Creek Bridge, Pct. #3

Commissioner Dickerson said this bridge washed farther down the creek during the flash flooding. He has put up barricades. This bridge was on the list to be replaced at a later date but we are checking to see if it can be now. The estimated cost to the County for our matching funds is \$13,000.00.

Judge Leath moved for a resolution to include Bear Creek Bridge in the present setup. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #3-Reports

Commissioner Clark moved to accept the reports from the Treasurer. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #9-Pay Accounts and Salaries

Commissioner Clark moved to pay the accounts and salaries.

Commissioner Smith seconded. All voted for. Motion carried.

Commissioner Warner moved to adjourn. Commissioner Dickerson seconded. All voted for. Meeting adjourned.

Jack Leath JACK LEATH

Keith Clark KEITH CLARK

Lynn Smith LYNN SMITH

Doyle Dickerson DOYLE DICKERSON

Fayne Warner FAYNE WARNER

ATTEST: CHIEF DEPUTY COUNTY CLERK

Louise Clark LOUISE CLARK

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv. Date	Trms. Date Account	Due. Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>BROOKSHIRE BROTHERS LTD TOTALS:</b>				<b>\$863.70</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$863.70</b>
<b>ANI CAMERON NICHOLS</b>										
102006 2- MEALS FOR NICHOLS & RAY @ SCHOOL	10/20/06	10/20/06 6425.560	12/04/06	\$30.00						\$30.00
<b>INVOICE 102006 TOTALS:</b>				<b>\$30.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$30.00</b>
<b>CAMERON NICHOLS TOTALS:</b>				<b>\$30.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$30.00</b>
<b>NG CINGULAR WIRELESS</b>										
102006 ACC# 311370493; 936-275-7891	10/20/06	10/20/06 6420.560	12/04/06	\$75.32						\$75.32
<b>INVOICE 102006 TOTALS:</b>				<b>\$75.32</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$75.32</b>
<b>CINGULAR WIRELESS TOTALS:</b>				<b>\$75.32</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$75.32</b>
<b>OSE CONCEPT SEATING, INC.</b>										
9962 4- CASES TUFF PADS	10/20/06	10/20/06 6450.560	12/04/06	\$120.00						\$120.00
<b>INVOICE 9962 TOTALS:</b>				<b>\$120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$120.00</b>
<b>CONCEPT SEATING, INC. TOTALS:</b>				<b>\$120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$120.00</b>
<b>WOOD CHARLES WOODARD</b>										
310389 LABOR TO REPAIR WATER LEAK SERVICE CALL PARTS	10/20/06	10/20/06 6450.408 6450.408 6450.408	12/04/06	\$50.00 \$45.00 \$17.64						\$50.00 \$45.00 \$17.64
<b>INVOICE 310389 TOTALS:</b>				<b>\$112.64</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$112.64</b>
<b>CHARLES WOODARD TOTALS:</b>				<b>\$112.64</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$112.64</b>
<b>AN DEAN'S MEAT SERVICE</b>										
310957 2- CASES COFFEE FILTER POUCH	10/20/06	10/20/06 6542.560	12/04/06	\$40.80						\$40.80
<b>INVOICE 310957 TOTALS:</b>				<b>\$40.80</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$40.80</b>

VOIDED CHECK ENTRIES

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>DEAN'S MEAT SERVICE TOTALS:</b>				<b>\$40.80</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$40.80</b>
DEMC DEBBIE MCCROSKEY										
10206	10/20/06	10/20/06	12/04/06							
40- MILES TO SUBSTATION (2- DAYS)		6441.499		\$16.00						\$16.00
<b>INVOICE 10206 TOTALS:</b>				<b>\$16.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$16.00</b>
<b>DEBBIE MCCROSKEY TOTALS:</b>				<b>\$16.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$16.00</b>
DIPA DIXIE PAPER COMPANY										
924911	10/20/06	10/20/06	12/04/06							
1- CASE 2-PLY KITCHEN ROLL TOWEL		6313.560		\$25.25						\$25.25
1- CASE LIQUID BLEACH		6313.560		\$12.75						\$12.75
1- 50# PAIL STARBRIGHT LAUNDRY DETERGENT		6313.560		\$37.89						\$37.89
1- CASE CLN/FRSH SCENT SPARTAN AEROSOL		6313.560		\$46.75						\$46.75
1- CASE SPARTAN HI-SOLID FINISH		6313.560		\$47.99						\$47.99
1- CASE 12 OZ. WHITE FOAM CUP		6313.560		\$21.01						\$21.01
1- 24 OZ. RAYON SADDLE MOP		6313.560		\$4.85						\$4.85
<b>INVOICE 924911 TOTALS:</b>				<b>\$196.49</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$196.49</b>
926896	10/20/06	10/20/06	12/04/06							
1- CASE 38 X 58 WHITE LINERS		6313.560		\$31.08						\$31.08
1- CASE ANGEL SOFT 2PLY TISSUE		6313.560		\$52.72						\$52.72
<b>INVOICE 926896 TOTALS:</b>				<b>\$83.80</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$83.80</b>
926897	10/20/06	10/20/06	12/04/06							
1- CASE CLEAN QUAT PINE CLEANER		6313.560		\$22.48						\$22.48
<b>INVOICE 926897 TOTALS:</b>				<b>\$22.48</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$22.48</b>
<b>DIXIE PAPER COMPANY TOTALS:</b>				<b>\$302.77</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$302.77</b>
DOBA DONNA LEE BARRERA										
102006	10/20/06	10/20/06	12/04/06							
20 MILES TO SUBSTATION		6441.499		\$8.00						\$8.00
<b>INVOICE 102006 TOTALS:</b>				<b>\$8.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$8.00</b>
<b>DONNA LEE BARRERA TOTALS:</b>				<b>\$8.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$8.00</b>

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GENERAL FUND

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>DOBU DONNA MARIE BUFFALOW</b>										
102006	10/20/06	10/20/06	12/04/06							
20- MILES TO SUBSTATION		6441.499		\$8.00						\$8.00
INVOICE 102006 TOTALS:				\$8.00	\$0.00	\$0.00				\$8.00
<b>DONNA MARIE BUFFALOW TOTALS:</b>				<b>\$8.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$8.00</b>
<b>DOPD DONOVAN PAUL DUDINSKY</b>										
CAUSE#6248	10/20/06	10/20/06	12/04/06							
CAUSE NO. 6248; CLIFTON BROOKS JR.		6531.435		\$350.00						\$350.00
INVOICE CAUSE#6248 TOTALS:				\$350.00	\$0.00	\$0.00				\$350.00
<b>DONOVAN PAUL DUDINSKY TOTALS:</b>				<b>\$350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$350.00</b>
<b>ELEL ELLIOTT ELECTRIC SUPPLY</b>										
32-14846-01	10/20/06	10/20/06	12/04/06							
2- 175WATT MH MULTI-TAP WALL PA		6450.560		\$310.44						\$310.44
INVOICE 32-14846-01 TOTALS:				\$310.44	\$0.00	\$0.00				\$310.44
<b>32-14847-01</b>										
1- NEMA 3R SERVICE COVER BOX	10/20/06	10/20/06	12/04/06							
		6450.560		\$26.36						\$26.36
INVOICE 32-14847-01 TOTALS:				\$26.36	\$0.00	\$0.00				\$26.36
<b>ELLIOTT ELECTRIC SUPPLY TOTALS:</b>				<b>\$336.80</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$336.80</b>
<b>ELSY ELECTION SYSTEMS &amp; SOFTWARE</b>										
611973	10/20/06	10/20/06	12/04/06							
6275- OFFICIAL ELECTION BALLOTS; NOV		6522.403		\$1,757.00						\$1,757.00
7, 2006 ELECTION										
SHIPPING		6522.403		\$44.62						\$44.62
INVOICE 611973 TOTALS:				\$1,801.62	\$0.00	\$0.00				\$1,801.62
<b>ELECTION SYSTEMS &amp; SOFTWARE TOTALS:</b>				<b>\$1,801.62</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,801.62</b>
<b>EXXO EXXONMOBIL</b>										
A6S3954	10/20/06	10/20/06	12/04/06							
13.1 GAL UNLEADED		6335.560		\$28.79						\$28.79
INVOICE A6S3954 TOTALS:				\$28.79	\$0.00	\$0.00				\$28.79

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**GENERAL FUND**

**AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)**

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>A6S4368</b> 11.5 GAL UNLEADED	10/20/06	10/20/06 6335.560	12/04/06	\$25.34						\$25.34
INVOICE A6S4368 TOTALS:				\$25.34	\$0.00	\$0.00				\$25.34
<b>F1N1805</b> 13.2 GAL UNLEADED	10/20/06	10/20/06 6335.560	12/04/06	\$29.00						\$29.00
INVOICE F1N1805 TOTALS:				\$29.00	\$0.00	\$0.00				\$29.00
<b>HBS8721</b> 15.2 GAL UNLEADED	10/20/06	10/20/06 6335.560	12/04/06	\$34.00						\$34.00
INVOICE HBS8721 TOTALS:				\$34.00	\$0.00	\$0.00				\$34.00
<b>EXXONMOBIL TOTALS:</b>				<b>\$117.13</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$117.13</b>
<b>FIUB</b> <b>CARDMEMBER SERVICE</b>										
<b>102006</b> ACC# 4246311431117990; CREDIT CARD FEES	10/20/06	10/20/06 6614.409	12/04/06	\$3.04						\$3.04
INVOICE 102006 TOTALS:				\$3.04	\$0.00	\$0.00				\$3.04
<b>CARDMEMBER SERVICE TOTALS:</b>				<b>\$3.04</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3.04</b>
<b>GALL</b> <b>GALL'S INC.</b>										
<b>5854860500011</b> 3- STINGER FLASHLIGHT BATTERY PACK SHIPPING	10/20/06	10/20/06 6500.560 6500.560	12/04/06	\$83.97 \$10.99						\$83.97 \$10.99
INVOICE 5854860500011 TOTALS:				\$94.96	\$0.00	\$0.00				\$94.96
<b>GALL'S INC. TOTALS:</b>				<b>\$94.96</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$94.96</b>
<b>GOTH</b> <b>GORDON THIBODEAUX</b>										
<b>102006</b> 810 MILES TO AUSTIN FOR VETERANS SCHOOL 10/16-10/20 5- DAYS MEALS	10/20/06	10/20/06 6470.405 6470.405	12/04/06	\$244.00 \$200.00						\$244.00 \$200.00
INVOICE 102006 TOTALS:				\$444.00	\$0.00	\$0.00				\$444.00
<b>GORDON THIBODEAUX TOTALS:</b>				<b>\$444.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$444.00</b>

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>GRWI DR. GROVER C. WINSLOW</b>										
102006	10/20/06	10/20/06	12/04/06							
PRE-EMPLOYMENT PHYSICAL; NATALIE HIGHTOWER		6543.560		\$50.00						\$50.00
PRE-EMPLOYMENT PHYSICAL; JAMES TINER		6543.560		\$59.00						\$59.00
INVOICE 102006 TOTALS:				\$109.00	\$0.00	\$0.00				\$109.00
DR. GROVER C. WINSLOW TOTALS:				\$109.00	\$0.00	\$0.00				\$109.00
<b>HART HART INTERCIVIC, INC.</b>										
014486	10/20/06	10/20/06	12/04/06							
100- NON RESIDENT VIOLATOR COMPACTS FREIGHT		6310.455		\$60.00						\$60.00
		6310.455		\$6.65						\$6.65
INVOICE 014486 TOTALS:				\$66.65	\$0.00	\$0.00				\$66.65
HART INTERCIVIC, INC. TOTALS:				\$66.65	\$0.00	\$0.00				\$66.65
<b>LEXN LEXISNEXIS</b>										
0609167580	10/20/06	10/20/06	12/04/06							
ONLINE CHARGES		6524.403		\$69.00						\$69.00
INVOICE 0609167580 TOTALS:				\$69.00	\$0.00	\$0.00				\$69.00
LEXISNEXIS TOTALS:				\$69.00	\$0.00	\$0.00				\$69.00
<b>MTRI MED-TECH RESOURCE, INC.</b>										
22037	10/20/06	10/20/06	12/04/06							
3- STREAMLIGHT BATTERIES		6500.560		\$40.50						\$40.50
3- FOX PEPPER SPRAY 2 OZ. COP TOP HEAVY SHIPPING		6500.560		\$47.91						\$47.91
		6500.560		\$16.29						\$16.29
INVOICE 22037 TOTALS:				\$104.70	\$0.00	\$0.00				\$104.70
MED-TECH RESOURCE, INC. TOTALS:				\$104.70	\$0.00	\$0.00				\$104.70
<b>OMNB OMNIBASE SERVICES OF TEXAS</b>										
OBS630001052	10/20/06	10/20/06	12/04/06							
27 OFFENSES 3RD QUARTER OF 2006		2354.000		\$149.17						\$149.17
INVOICE OBS630001052 TOTALS:				\$149.17	\$0.00	\$0.00				\$149.17

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>OMNIBASE SERVICES OF TEXAS TOTALS:</b>				<b>\$149.17</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$149.17</b>
<b>PIBO PITNEY BOWES</b>										
3105047-SP06 ACC# 3105047; POSTAGE RENTAL	10/20/06	10/20/06 6612.409	12/04/06	\$701.22						\$701.22
<b>INVOICE 3105047-SP06 TOTALS:</b>				<b>\$701.22</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$701.22</b>
<b>PITNEY BOWES TOTALS:</b>				<b>\$701.22</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$701.22</b>
<b>PRAB PRITCHARD &amp; ABBOTT, INC.</b>										
025152 PC COLLECTION CONTRACT NOVEMBER INSTALLMENT	10/20/06	10/20/06 6543.499	12/04/06	\$6,715.00						\$6,715.00
<b>INVOICE 025152 TOTALS:</b>				<b>\$6,715.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$6,715.00</b>
<b>PRITCHARD &amp; ABBOTT, INC. TOTALS:</b>				<b>\$6,715.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$6,715.00</b>
<b>QUCO QUILL CORPORATION</b>										
1146671 1- RIGHT EXECUTIVE L DESK FREIGHT	10/20/06	10/20/06 6500.497 6500.497	12/04/06	\$1,249.99 \$223.70						\$1,249.99 \$223.70
<b>INVOICE 1146671 TOTALS:</b>				<b>\$1,473.69</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,473.69</b>
1237512 150- LEGAL SIZE REPORT COVERS	10/20/06	10/20/06 6614.409	12/04/06	\$568.50						\$568.50
<b>INVOICE 1237512 TOTALS:</b>				<b>\$568.50</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$568.50</b>
1308323 3- HP 92 BLK PRINT CARTRIDGES 1- HP LASER CARTRIDGE F/ LASERJET 4200	10/20/06	10/20/06 6310.499 6310.499	12/04/06	\$44.97 \$154.99						\$44.97 \$154.99
<b>INVOICE 1308323 TOTALS:</b>				<b>\$199.96</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$199.96</b>
345069 200- REAMS 8 1/2" X 11" COPY PAPER	10/20/06	10/20/06 6500.409	12/04/06	\$598.00						\$598.00
<b>INVOICE 1345069 TOTALS:</b>				<b>\$598.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$598.00</b>
1373899 1-PK CORRECTION TAPE	10/20/06	10/20/06 6310.455	12/04/06	\$3.79						\$3.79

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
1- HP LASERJET SMART PRINT CARTRIDGE BLK		6310.455		\$71.99						\$71.99
1- BOX 1/8" X 3 1/2" RUBBER BANDS		6310.455		\$4.69						\$4.69
1- PK ASSORTED POST-IT SUPER STICKY 3 X 3		6310.455		\$13.49						\$13.49
INVOICE 1373899 TOTALS:				\$93.96	\$0.00	\$0.00				\$93.96
QUILL CORPORATION TOTALS:				\$2,934.11	\$0.00	\$0.00				\$2,934.11
SACD SAM'S CLUB										
001172	10/20/06	10/20/06	12/04/06							
1- FILTER PACK		6313.560		\$11.07						\$11.07
INVOICE 001172 TOTALS:				\$11.07	\$0.00	\$0.00				\$11.07
009575	10/20/06	10/20/06	12/04/06							
2- SWEET & LOW		6542.560		\$21.16						\$21.16
2- MUSTARD PACKETS		6542.560		\$10.64						\$10.64
2- MAYO PACKETS		6542.560		\$29.28						\$29.28
6- FRUIT COCKTAIL		6542.560		\$26.28						\$26.28
6- SLICED PEACHES		6542.560		\$22.68						\$22.68
8- HONEY NUT CHEERIOS		6542.560		\$58.24						\$58.24
4- PEPPER PACKETS		6542.560		\$10.88						\$10.88
10- HONEY BUNS		6542.560		\$28.80						\$28.80
12- CHOCOLATE & VANILLA PUDDING		6542.560		\$38.04						\$38.04
5- TWINKIES		6542.560		\$25.85						\$25.85
6- RICE KRISPIES TREATS		6542.560		\$45.48						\$45.48
2- BUTTER PORTIONS		6542.560		\$15.74						\$15.74
8- OATS 'N HONEY		6542.560		\$67.36						\$67.36
2- TYLENOL		6543.560		\$27.26						\$27.26
6- CHEERIOS		6542.560		\$33.24						\$33.24
4- CLOROX DISINFECT WIPES		6313.560		\$37.88						\$37.88
6- FAMOS AMOS COOKIES		6542.560		\$47.28						\$47.28
2- IBUPROFEN		6543.560		\$17.72						\$17.72
18- CHIPS		6542.560		\$174.24						\$174.24
5- KEEBLER VIAIETY PACKS		6542.560		\$24.05						\$24.05
6- DRESS SHIRTS		6540.560		\$74.64						\$74.64
8- BUDDY BARS		6542.560		\$19.76						\$19.76
4- OATMEAL CREAM FILLED PIES		6542.560		\$9.88						\$9.88
2- CUTLERY SPOON MED		6542.560		\$17.36						\$17.36
INVOICE 009575 TOTALS:				\$883.74	\$0.00	\$0.00				\$883.74

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\*V - Denotes Voided Check Entries

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>SAM'S CLUB TOTALS:</b>				<b>\$894.81</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$894.81</b>
<b>SCOS SABINE COUNTY SHERIFF DEPT.</b>										
102006	10/20/06	10/20/06	12/04/06							
FILMS DEVELOPED		6325.560		\$3.96						\$3.96
BATTERIES		6310.560		\$24.10						\$24.10
POSTAGE TO DPS LAB		6315.560		\$1.72						\$1.72
FOOD FOR BLACKWELL & RAY ON TRANSPORT		6425.560		\$16.60						\$16.60
<b>INVOICE 102006 TOTALS:</b>				<b>\$46.38</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$46.38</b>
<b>SABINE COUNTY SHERIFF DEPT. TOTALS:</b>				<b>\$46.38</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$46.38</b>
<b>SCOT SCOTT - MERRIMAN, INC.</b>										
033410	10/20/06	10/20/06	12/04/06							
15- OFFICIAL PUBLIC RECORD BINDERS #258		6326.403		\$720.00						\$720.00
1- CRIMINAL MINUTES #18 BINDER		6326.403		\$48.00						\$48.00
SHIPPING		6326.403		\$39.44						\$39.44
<b>INVOICE 033410 TOTALS:</b>				<b>\$807.44</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$807.44</b>
<b>033421</b>										
033421	10/20/06	10/20/06	12/04/06							
4- DIVORCE BINDERS #1, 2, 3, 4 REPLACEMENTS		6326.450		\$240.00						\$240.00
SHIPPING		6326.450		\$17.64						\$17.64
<b>INVOICE 033421 TOTALS:</b>				<b>\$257.64</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$257.64</b>
<b>SCOTT - MERRIMAN, INC. TOTALS:</b>				<b>\$1,065.08</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,065.08</b>
<b>SCSD SABINE COUNTY SHERIFF'S DEPT.</b>										
102006	10/20/06	10/20/06	12/04/06							
FLAG POLE PAINTED		6450.560		\$99.00						\$99.00
<b>INVOICE 102006 TOTALS:</b>				<b>\$99.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$99.00</b>
<b>SABINE COUNTY SHERIFF'S DEPT. TOTALS:</b>				<b>\$99.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$99.00</b>
<b>SHIG SHI GOVERNMENT SOLUTIONS, INC.</b>										
#1C086	10/20/06	10/20/06	12/04/06							
SOFTWARE LICENSE		6502.560		\$3,284.00						\$3,284.00

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\*V - Denotes Voided Check Entries

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GENERAL FUND

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE #1C0B6 TOTALS:				\$3,284.00	\$0.00	\$0.00				\$3,284.00
1C0B6	10/20/06	10/20/06	12/04/06							
LICENSE AGREEMENT FOR SOFTWARE		6503.457		\$300.00						\$300.00
INVOICE 1C0B6 TOTALS:				\$300.00	\$0.00	\$0.00				\$300.00
1C0B6/JP#2	10/20/06	10/20/06	12/04/06							
LICENSE AGREEMENT FOR SOFTWARE		6503.455		\$300.00						\$300.00
INVOICE 1C0B6/JP#2 TOTALS:				\$300.00	\$0.00	\$0.00				\$300.00
SHI GOVERNMENT SOLUTIONS, INC. TOTALS:				\$3,884.00	\$0.00	\$0.00				\$3,884.00
STEM	STEVE MILLER									
102006	10/20/06	10/20/06	12/04/06							
349 MILES FOR 9/18/06 THRU 10/16/06		6441.457		\$139.60						\$139.60
INVOICE 102006 TOTALS:				\$139.60	\$0.00	\$0.00				\$139.60
STEVE MILLER TOTALS:				\$139.60	\$0.00	\$0.00				\$139.60
STOR	STORY-WRIGHT OFFICE SUPPLY									
096689	10/20/06	10/20/06	12/04/06							
10- REAMS COPY PAPER LEGAL WHITE		6614.409		\$39.27						\$39.27
INVOICE 096689 TOTALS:				\$39.27	\$0.00	\$0.00				\$39.27
096827	10/20/06	10/20/06	12/04/06							
30- REAMS COPY PAPER LEGAL WHITE		6614.409		\$117.81						\$117.81
INVOICE 096827 TOTALS:				\$117.81	\$0.00	\$0.00				\$117.81
096840	10/20/06	10/20/06	12/04/06							
2- PK 3 X 4 LABELS		6310.450		\$13.78						\$13.78
1- 2" DIAMETER GOLD SEALS		6310.450		\$3.99						\$3.99
INVOICE 096840 TOTALS:				\$17.77	\$0.00	\$0.00				\$17.77
096842	10/20/06	10/20/06	12/04/06							
1- STAPLE REMOVER		6310.497		\$0.51						\$0.51
INVOICE 096842 TOTALS:				\$0.51	\$0.00	\$0.00				\$0.51
096843	10/20/06	10/20/06	12/04/06							
1- WEEKLY APPT. BOOK 8.5 X 11"		6310.403		\$19.69						\$19.69

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 096843 TOTALS:				\$19.69	\$0.00	\$0.00				\$19.69
096854 2- SORTKWIK MOISTENER	10/20/06	10/20/06 6310.497	12/04/06	\$2.38						\$2.38
INVOICE 096854 TOTALS:				\$2.38	\$0.00	\$0.00				\$2.38
096915 3- 3.5 X 6" CALENDAR REFILLS	10/20/06	10/20/06 6310.403	12/04/06	\$5.97						\$5.97
INVOICE 096915 TOTALS:				\$5.97	\$0.00	\$0.00				\$5.97
097030 1PK 11 X 14" 12 COLUMN GREEN PAPER	10/20/06	10/20/06 6310.403	12/04/06	\$44.19						\$44.19
INVOICE 097030 TOTALS:				\$44.19	\$0.00	\$0.00				\$44.19
STORY-WRIGHT OFFICE SUPPLY TOTALS:				\$247.59	\$0.00	\$0.00				\$247.59
SWMH 165 MENTAL HEALTH EXAMINATION; ROYCE WARR	10/20/06	10/20/06 6543.560	12/04/06	\$75.00						\$75.00
INVOICE 165 TOTALS:				\$75.00	\$0.00	\$0.00				\$75.00
SW MENTAL HEALTH TESTING TOTALS:				\$75.00	\$0.00	\$0.00				\$75.00
TAAO 102006 TAAO MEMBERSHIP RENEWAL 2006-2007	10/20/06	10/20/06 6310.499	12/04/06	\$90.00						\$90.00
INVOICE 102006 TOTALS:				\$90.00	\$0.00	\$0.00				\$90.00
TAAO TOTALS:				\$90.00	\$0.00	\$0.00				\$90.00
TAAS 102006 24th ANNUAL CO TAX A/C CONTINUING ED. SEMINAR 11/13-11/15	10/20/06	10/20/06 6470.499	12/04/06	\$115.00						\$115.00
INVOICE 102006 TOTALS:				\$115.00	\$0.00	\$0.00				\$115.00
24TH ANNUAL CO TAX A/C'S SEMIN TOTALS:				\$115.00	\$0.00	\$0.00				\$115.00

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**GENERAL FUND**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>102006</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>12/04/06</b>							
420 MILES TO COLLEGE STATION FOR CONTINUING EDUCATION		6470.499		\$168.00						\$168.00
1- DAYS MEAL		6470.499		\$15.00						\$15.00
3- DAYS MEAL		6470.499		\$120.00						\$120.00
INVOICE 102006 TOTALS:				\$303.00	\$0.00	\$0.00				\$303.00
TAMMY REEVES TOTALS:				\$303.00	\$0.00	\$0.00				\$303.00
<b>TAMR</b>	<b>TAMMY REEVES</b>									
<b>102006</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>12/04/06</b>							
1- WIRED KEYBOARD & MOUSE		6310.499		\$29.99						\$29.99
INVOICE 102006 TOTALS:				\$29.99	\$0.00	\$0.00				\$29.99
TAMMY REEVES TOTALS:				\$29.99	\$0.00	\$0.00				\$29.99
<b>TECE</b>	<b>TEXAS COOPERATIVE EXTENSION</b>									
<b>A024968</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>12/04/06</b>							
PUBLICATION B-1648, PRIVATE APPLICATOR: GENERAL MANUAL		6310.665		\$100.00						\$100.00
INVOICE A024968 TOTALS:				\$100.00	\$0.00	\$0.00				\$100.00
TEXAS COOPERATIVE EXTENSION TOTALS:				\$100.00	\$0.00	\$0.00				\$100.00
<b>TPHA</b>	<b>TEXAS PUBLIC HEALTH ASSOC.</b>									
<b>102006</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>12/04/06</b>							
52nd ANNUAL TX VITAL STATISTICS CONF 12/3-12/5 IN AUSTIN		6450.403		\$110.00						\$110.00
INVOICE 102006 TOTALS:				\$110.00	\$0.00	\$0.00				\$110.00
TEXAS PUBLIC HEALTH ASSOC. TOTALS:				\$110.00	\$0.00	\$0.00				\$110.00
<b>IPRC</b>	<b>THE PRODUCTIVITY CENTER</b>									
<b>SCSD8100506</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>12/04/06</b>							
TCLEDDS RENEWAL 2006-2007		6500.560		\$600.00						\$600.00
INVOICE SCSD8100506 TOTALS:				\$600.00	\$0.00	\$0.00				\$600.00
THE PRODUCTIVITY CENTER TOTALS:				\$600.00	\$0.00	\$0.00				\$600.00

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>TXHS TEXAS HOMELAND SEC. CONFERENCE</b>										
102006	10/20/06	10/20/06	12/04/06							
TX HOMELAND SEC CONFERENCE 11/27-12/1/06		6614.409		\$70.00						\$70.00
INVOICE 102006 TOTALS:				\$70.00	\$0.00	\$0.00				\$70.00
TEXAS HOMELAND SEC. CONFERENCE TOTALS:				\$70.00	\$0.00	\$0.00				\$70.00
<b>TXSU TX STATE UNIVERSITY/SAN MARCOS</b>										
102006	10/20/06	10/20/06	12/04/06							
REGISTRATION FEE; EXPERIENCE COURT PERSONNEL SEMINAR IN AUSTIN 4/11-4/13, 2007		6470.455		\$25.00						\$25.00
INVOICE 102006 TOTALS:				\$25.00	\$0.00	\$0.00				\$25.00
TX STATE UNIVERSITY/SAN MARCOS TOTALS:				\$25.00	\$0.00	\$0.00				\$25.00
<b>WEST WEST PAYMENT CENTER</b>										
812211852	10/20/06	10/20/06	12/04/06							
1- TX PENAL CODE ANNO 2006-2007 PAMPHLET		6524.450		\$92.00						\$92.00
TX VERN STATE CRIM V2A, 2B, V3A, 3B		6524.450		\$298.00						\$298.00
INVOICE 812211852 TOTALS:				\$390.00	\$0.00	\$0.00				\$390.00
WEST PAYMENT CENTER TOTALS:				\$390.00	\$0.00	\$0.00				\$390.00
LEDGER TOTALS:				\$25,251.44	\$0.00	\$0.00				\$25,251.44

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SIGN HERE FOR PAYMENT APPROVAL

*Jack Leath*  
Jack Leath  
County Judge

SIGN HERE FOR PAYMENT APPROVAL

*Janice McDaniel*  
Janice McDaniel  
County Clerk

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SIGN HERE FOR PAYMENT APPROVAL

*Keith Clark*  
Keith Clark  
Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL

*Lynn Smith*  
Lynn Smith  
Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

*Doyle Dickerson*  
Doyle Dickerson  
Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

*Fayne Warner*  
Fayne Warner  
Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court on October 23, 2006.



**ROAD AND BRIDGES**

**AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)**

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>AZTS CHARLES WILLIAMSSON</b>										
414581	10/19/06	10/19/06	10/19/06							
LABOR; CUT DOWN ONE LARGE WHITE OAK & CUT UP		6657.602		\$400.00						\$400.00
				<b>INVOICE 414581 TOTALS:</b>	\$400.00	\$0.00				\$400.00
				<b>CHARLES WILLIAMSSON TOTALS:</b>	\$400.00	\$0.00				\$400.00
<b>BIG4 BIG "4", INC.</b>										
00329145	10/19/06	10/19/06	10/19/06							
72 YRDS ROAD BASE		6377.601		\$504.00						\$504.00
				<b>INVOICE 00329145 TOTALS:</b>	\$504.00	\$0.00				\$504.00
00329156	10/19/06	10/19/06	10/19/06							
84 YRDS ROAD BASE		6377.601		\$588.00						\$588.00
				<b>INVOICE 00329156 TOTALS:</b>	\$588.00	\$0.00				\$588.00
00329158	10/19/06	10/19/06	10/19/06							
84 YRDS ROAD BASE		6377.603		\$588.00						\$588.00
				<b>INVOICE 00329158 TOTALS:</b>	\$588.00	\$0.00				\$588.00
00329194	10/19/06	10/19/06	10/19/06							
168 YRDS ROAD BASE		6377.603		\$1,176.00						\$1,176.00
				<b>INVOICE 00329194 TOTALS:</b>	\$1,176.00	\$0.00				\$1,176.00
00329200	10/19/06	10/19/06	10/19/06							
24 YRDS ROAD BASE		6377.601		\$168.00						\$168.00
				<b>INVOICE 00329200 TOTALS:</b>	\$168.00	\$0.00				\$168.00
00329157	10/20/06	10/20/06	10/20/06							
86 YRDS ROAD BASE		6377.604		\$602.00						\$602.00
				<b>INVOICE 00329157 TOTALS:</b>	\$602.00	\$0.00				\$602.00
				<b>BIG "4", INC. TOTALS:</b>	\$3,626.00	\$0.00				\$3,626.00
<b>JONS DON'S AUTO SALVAGE &amp; OILFIELD</b>										
15261	10/20/06	10/20/06	10/20/06							
SERVICE CALL		6366.603		\$75.00						\$75.00
TUBE		6366.603		\$30.95						\$30.95

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**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 15281 TOTALS:				\$105.95	\$0.00	\$0.00				\$105.95
15290	10/20/06	10/20/06	10/20/06							
SERVICE CALL		6366.603		\$75.00						\$75.00
BOOT		6366.603		\$7.50						\$7.50
TRANSMISSION FLUID		6366.603		\$3.00						\$3.00
INVOICE 15290 TOTALS:				\$85.50	\$0.00	\$0.00				\$85.50
15342	10/20/06	10/20/06	10/20/06							
SERVICE CALL		6366.603		\$75.00						\$75.00
INVOICE 15342 TOTALS:				\$75.00	\$0.00	\$0.00				\$75.00
15346	10/20/06	10/20/06	10/20/06							
SERVICE CALL		6366.603		\$75.00						\$75.00
INVOICE 15346 TOTALS:				\$75.00	\$0.00	\$0.00				\$75.00
<b>DON'S AUTO SALVAGE &amp; OILFIELD TOTALS:</b>				<b>\$341.45</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$341.45</b>
ETMS	ETMS, INC.									
155538	10/19/06	10/19/06	10/19/06							
2- SWIVEL FEMALE ORING		6357.601		\$17.52						\$17.52
185"- 2 WIRE BRAIDED HOSE		6357.601		\$56.58						\$56.58
INVOICE 155538 TOTALS:				\$74.10	\$0.00	\$0.00				\$74.10
<b>ETMS, INC. TOTALS:</b>				<b>\$74.10</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$74.10</b>
GMWS	G-M WATER SUPPLY CORP.									
101906	10/19/06	10/19/06	10/19/06							
ACC# 1262; WATER BILL		6440.602		\$33.66						\$33.66
INVOICE 101906 TOTALS:				\$33.66	\$0.00	\$0.00				\$33.66
<b>G-M WATER SUPPLY CORP. TOTALS:</b>				<b>\$33.66</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$33.66</b>
GRIM	GRIMCO INC.									
3559564-01	10/19/06	10/19/06	10/19/06							
1- 18 X 12 NO LITTERING BLK/WHITE		6657.603		\$8.35						\$8.35
SHIPPING		6657.603		\$7.84						\$7.84
INVOICE 3559564-01 TOTALS:				\$16.19	\$0.00	\$0.00				\$16.19

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**ROAD AND BRIDGES**

**AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)**

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>3566919-01</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
10- 12 X 18 SPEED LIMIT SIGNS BLK/WHITE SHIPPING		6657.602		\$105.50						\$105.50
		6657.802		\$10.70						\$10.70
INVOICE 3566919-01 TOTALS:				\$116.20	\$0.00	\$0.00				\$116.20
<b>3467365</b>	<b>10/20/06</b>	<b>10/20/06</b>	<b>10/20/06</b>							
1- 12 X 18 NO DUMPING RED ON WHITE SHIPPING		6657.604		\$8.35						\$8.35
		6657.604		\$7.84						\$7.84
INVOICE 3467365 TOTALS:				\$16.19	\$0.00	\$0.00				\$16.19
GRIMCO INC. TOTALS:				\$148.58	\$0.00	\$0.00				\$148.58
<b>JTGR</b>	<b>J.T. GREENE TRUCK &amp; EQUIPMENT</b>									
<b>4395</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
1- 13.14 X 24 TUBE		6366.602		\$49.95						\$49.95
1- 6 X 6 BOOT		6366.602		\$30.00						\$30.00
1- HR LABOR TO REPAIR TIRE		6336.602		\$50.00						\$50.00
INVOICE 4395 TOTALS:				\$129.95	\$0.00	\$0.00				\$129.95
J.T. GREENE TRUCK & EQUIPMENT TOTALS:				\$129.95	\$0.00	\$0.00				\$129.95
<b>LETC</b>	<b>LETCO - GROUP</b>									
<b>9125997</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
21.74 TONS ROAD BASE		6377.602		\$347.84						\$347.84
INVOICE 9125997 TOTALS:				\$347.84	\$0.00	\$0.00				\$347.84
<b>9126793</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
21.02 TONS ROAD BASE		6377.602		\$336.32						\$336.32
INVOICE 9126793 TOTALS:				\$336.32	\$0.00	\$0.00				\$336.32
<b>9126800</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
21.67 TONS ROAD BASE		6377.602		\$346.72						\$346.72
INVOICE 9126800 TOTALS:				\$346.72	\$0.00	\$0.00				\$346.72
<b>128348</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							
21.43 TONS ROAD BASE		6377.603		\$342.88						\$342.88
INVOICE 9128348 TOTALS:				\$342.88	\$0.00	\$0.00				\$342.88
<b>9128706</b>	<b>10/19/06</b>	<b>10/19/06</b>	<b>10/19/06</b>							

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\*V - Denotes Voided Check Entries

10/20/06

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ROAD AND BRIDGES

Page: 4

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
21.06 TONS ROAD BASE		6377.603		\$336.96						\$336.96
				<u>\$336.96</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$336.96</u>
9129074	10/19/06	10/19/06	10/19/06							
20.52 TONS ROAD BASE		6377.603		\$328.32						\$328.32
				<u>\$328.32</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$328.32</u>
9129670	10/19/06	10/19/06	10/19/06							
20.51 TONS ROAD BASE		6377.602		\$328.16						\$328.16
				<u>\$328.16</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$328.16</u>
				<u>\$2,367.20</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$2,367.20</u>
TACP										
TAC PROPERTY/CASUALTY FUND										
10190/PCT#1	10/19/06	10/19/06	10/19/06							
06 JOHN DEERE TRACTOR		6639.601		\$184.00						\$184.00
L06415A474606 W/BOOM TRB050C;										
MOWERTB-5918										
				<u>\$184.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$184.00</u>
				<u>\$184.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$184.00</u>
				<u>\$7,304.94</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$7,304.94</u>

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SIGN HERE FOR PAYMENT APPROVAL

Jack Leath  
Jack Leath  
County Judge

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Janice McDaniel  
Janice McDaniel  
County Clerk

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Keith Clark  
Keith Clark  
Commissioner Pct. 1

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Lynn Smith  
Lynn Smith  
Commissioner Pct. 2

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Doyle Dickerson  
Doyle Dickerson  
Commissioner Pct. 3

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Fayne Warner  
Fayne Warner  
Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court on October 23, 2006.

10/20/06

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**RECORD RETENTION FUND**

Page: 1

**AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)**

Ledger as of : 10/20/2006

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>SCOT</b>										
<b>SCOTT-MERRIMAN, INC.</b>										
033409	10/19/06	10/19/06	10/19/06							
25- REAMS RECORDING PAPER #28		6310.775		\$1,200.00						\$1,200.00
SHIPPING		6310.775		\$91.43						\$91.43
INVOICE 033409 TOTALS:				\$1,291.43	\$0.00	\$0.00				\$1,291.43
SCOTT-MERRIMAN, INC. TOTALS:				\$1,291.43	\$0.00	\$0.00				\$1,291.43
LEDGER TOTALS:				\$1,291.43	\$0.00	\$0.00				\$1,291.43

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SIGN HERE FOR PAYMENT APPROVAL

Jack Leath  
Jack Leath  
County Judge

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Janice McDaniel  
Janice McDaniel  
County Clerk

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Keith Clark  
Keith Clark  
Commissioner Pct. 1

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Lynn Smith  
Lynn Smith  
Commissioner Pct. 2

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Doyle Dickerson  
Commissioner Pct. 3

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Fayne Warner  
Fayne Warner  
Commissioner Pct. 4

VOL. 11 PG. 026

Approved for payment by Sabine County Commissioner's Court on October 23, 2006.

# THE STATE OF TEXAS



## BOARD OF TAX PROFESSIONAL EXAMINERS

*Donna Lee Barrera*  
is hereby designated

## Registered Texas Collector

Certificate of Professional Achievement

No. 70892

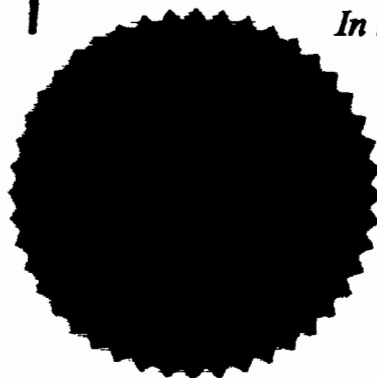
*In recognition of the fact that this person has fulfilled all the necessary requirements heretofore established as a prerequisite to such designation.*

*In witness thereof we have hereunder set our hand this the 18th day*

*of August, 2006.*

  
EXECUTIVE DIRECTOR

  
CHAIRPERSON



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on agenda item #4

TABLE 1

A. ACTIVITY NUMBER	B. ACTIVITY NAME	C. NATIONAL OBJECTIVE SELECTED	D. NUMBER OF PERSONS TO BENEFIT	E. NUMBER OF LOWMOD PERSONS TO BENEFIT	F. PERCENT LOWMOD BENEFIT	G. CDBG FUNDS	H. OTHER FUNDS (SHOW SOURCE)	I. TOTAL FUNDS
1a	Water Facilities	3	10,469	4,600	43.9%	\$299,000.00	0.00	\$299,000.00
10	Fire Protection	3	10,469	4,600	43.9%	\$116,140.00	0.00	\$116,140.00
30	ENGINEERING/ARCHITECTURAL SERVICES		N/A	N/A	N/A			
	BASIC SERVICES					\$15,000.00	0.00	\$15,000.00
	SPECIAL SERVICES					\$10,000.00	0.00	\$10,000.00
32	*PROJECT DELIVERY COSTS		N/A	N/A	N/A	\$33,000.00	0.00	\$33,000.00
	TOTALS	N/A	10,469.00	4,600.00	N/A	\$473,140.00	0.00	\$473,140.00

\* Project delivery costs cannot exceed 10% of the combined Disaster Recovery Program funds for construction, acquisition, relocation, or any other proposed eligible activities.  
National Program Objective: LMI = 1 Skilled/Right = 2 Urgent Need = 3

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**TABLE 2 - BUDGET JUSTIFICATION**

A. ACTIVITY	B. LABOR OR UNIT PRICE	C. MATERIALS OR NUMBER OF UNITS	D. TOTAL CONSTRUCTION COSTS	E. ACQUISITION COSTS	F. ENGINEERING ARCHITECTURAL COSTS	G. TOTAL ACTIVITY COSTS	H. ANNUAL PROJECT O & M COSTS
1a Water Facilities						\$299,000.00	
A. GM Water Supply							
1. Midlake, Hwy 184	l.s.	80 KW	\$55,000.00				
TEBO Plants		diesel generator					
2. Kings/Jim McKay	l.s.	2 - 60 KW	\$80,000.00				
Payne Curve		diesel generators					
3. Hwy 876	l.s.	1- 60 KW gas generator	\$24,000.00				
B. South Sabine	l.s.	100 KW diesel electric	\$87,000.00				
		480V Splitz with concrete					
		pad, automatic transfer					
		switch. Disconnect					
C. Frontier Park	l.s.	15 KW generator	\$8,000.00				
D. Midlake Corp.	l.s.	15 KW generator	\$8,000.00				
E. Bassilwood	l.s.	80 KW generator	\$27,000.00				
F. El Camino	l.s.	80 KW generator	\$27,000.00				
*G. Mulberry	l.s.	15 KW generator	\$8,000.00				
*H. Shawnee Shores	l.s.	30 KW generator	\$15,000.00				
10. Fire Protection	l.s.	9-46KW generators for the	\$116,140.00				
		Volunteer Fire					
		Departments					
32. Engineering	l.s.						
Basic							
Special					\$15,000.00		
					\$10,000.00		

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Signature of Registered Professional Architect Larry M. Overland

DATE 8-10-06 PHONE No. 409-383-0000

\*Brookland Project Supply

In the space provided below please provide a description of the proposed activities to be completed with Disaster Recovery Program funds. Provide a detailed and accurate description of the proposed facilities or activities with specific information such as the number of units, types of materials, standards of performance, locations, and proposed acquisition (if any) for each activity included in Table 1. Attach a map of the location for each activity.

**1a Water Facilities**

The County of Sabine shall utilize \$288,000.00 of Disaster Recovery Funds to assist the water systems in Sabine County which experienced a loss of function during Hurricane Rita due to electrical outages. The County shall provide the following generators:

- A. GM Water Supply Corporation: one 80KW generator, two 60 KW generators, and one 60KW natural gas generator to provide emergency power to this water well and water plant facility in the system that serves approximately one half of the County.
- B. South Sabine Water Corporation: one 100 KW diesel electric 480V/3phase generator with concrete pad, automatic transfers switch and disconnect.
- C. Frontier Park Water: one - 15KW generator for water plant
- D. Middlelake Water: one - 15KW generator for water plant #1
- E. Beachwood Water: one - 80 KW generator for water plant
- F. El Camino: one - 80KW generator for water plant
- G. Mulberry Water: one - 15KW generator for water plant
- H. Shawnee Shores Water: one - 30KW generator for water plant

This activity shall benefit ten thousand four hundred sixty nine (10,469) persons of which four thousand six hundred (4,600) or forty three percent (43%) are low to moderate income.

**10 Fire Protection Facilities and Equipment**

The County of Sabine shall utilize \$116,140.00 of Disaster Recovery Funds to provide one - 45 KW generator to each of the nine (9) Volunteer Fire Departments which suffered loss of function during Hurricane Rita.

This activity shall benefit ten thousand four hundred sixty nine (10,469) persons of which four thousand six hundred (4,600) or forty three percent (43%) are low to moderate income.

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- 30. **Engineering Services:** The County shall ensure that the amount of the CDBG expended for all eligible projects-related engineering services, including preliminary and final design plans and specification, bid procedure, all interim and final inspections, and all special services does not exceed the amount specified for Engineering Table 1.
  
- 33. **Planning/Project Delivery Services:** The proposed project will require budgeted CDBG funds for administration and project implementation services. County shall ensure that the amount of the CDBG funds expended for all eligible project-related administration/project delivery services, including the required annual program compliance and fiscal amount does not exceed the amount specified in Table 1.

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FEES COLLECTED IN SEPTEMBER, 2006

JEFF COX, JUSTICE OF THE PEACE, PRECINCT #1, PLACE #1	5,414.40
STEVE MILLER, JUSTICE OF THE PEACE PRECINCT #2, PLACE #1	4,624.65
TANYA WALKER, DISTRICT CLERK	2,966.14
JANICE MCDANIEL, COUNTY CLERK	18,091.28

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**FINANCIAL REPORT**  
**October 20, 2006**

FUND	BALANCE 9/22/06	RECEIPTS	DISBURSEMENTS	BALANCE 10/20/06
GENERAL	787,215.13	159,012.19	251,811.49	694,415.83
COMPENSATION TO VICTIMS OF CRIME	0.00	0.00	0.00	0.00
ARREST FEES	2,411.57	995.45	0.00	3,407.02
CIVIL LEGAL SERVICES INDIGENT	89.00	27.00	1.60	114.40
TIME PAYMENT	457.50	225.00	0.00	682.50
CHILD SAFETY SEAT VIOLATIONS	348.50	50.50	0.00	399.00
BAIL BOND FEE	564.00	210.00	10.50	763.50
STATE TRAFFIC FEE	4,850.39	1,724.28	115.46	6,459.21
LICENSE AND WEIGHT FINES	486.50	0.00	0.00	486.50
DISTRICT CLERK STATE FEES	1,565.00	715.00	0.00	2,280.00
CCC 01/01/04 FORWARD	10,575.02	4,633.58	525.09	14,683.51
CCC 09/01/01 THRU 12/31/03	285.40	173.00	17.20	441.20
CCC 08/31/99 THRU 08/31/01	39.25	39.25	3.93	74.57
CCC 09/01/97 THRU 08/30/99	0.00	0.00	0.00	0.00
CCC 09/01/95 THRU 09/01/97	0.00	102.00	0.00	102.00
CCC 09/01/91 THRU 08/31/95	0.00	0.00	0.00	0.00
EMS TRAUMA FUND	305.20	200.00	10.00	495.20
DNA TESTING	0.00	0.00	0.00	0.00
FAILURE TO APPEAR	364.05	193.16	0.00	557.21
OMNI FEE	164.22	57.95	0.00	222.17
JURY REIMBURSEMENT FEE	884.19	380.58	43.50	1,221.27
JUDICIAL SUPPORT - CRIMINAL	1,373.47	372.58	0.00	1,746.05
JUDICIAL SUPPORT - CIVIL	1,591.00	629.00	0.00	2,220.00
FAMILY PROTECTION FEE	50.00	4.00	0.00	54.00
RECORD MANAGEMENT FEE	5,047.18	607.00	0.00	5,654.18

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FINANCIAL REPORT  
October 20, 2006

FUND	BALANCE 9/22/06	RECEIPTS	DISBURSEMENTS	BALANCE 10/20/06
COURTHOUSE SECURITY	45,538.82	637.97	380.00	45,796.79
COURTHOUSE SECURITY - JP's	757.12	81.32	0.00	838.44
LIBRARY	22,501.93	480.00	288.50	22,693.43
JUSTICE COURT TECH FUND	7,852.26	320.58	0.00	8,172.84
STATE SCHOOL MONEY (SHERIFF)	2,808.33	0.00	0.00	2,808.33
BALANCE AS OF 10/20/06				816,789.13

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**FINANCIAL REPORT**  
October 20, 2006

FUND	BALANCE 9/22/06	RECEIPTS	DISBURSEMENTS	BALANCE 10/20/06
ROAD & BRIDGE #1	337,452.52	50,372.59	94,635.94	293,189.17
ROAD & BRIDGE #2	416,307.32	12,702.60	15,875.18	413,134.74
ROAD & BRIDGE #3	308,896.43	12,671.58	22,647.00	298,921.01
ROAD & BRIDGE #4	410,662.93	16,074.41	20,255.34	406,482.00
ROAD & BRIDGE SPECIAL #1	1,936.54	0.00	778.84	1,157.70
ROAD & BRIDGE SPECIAL #2	982.53	0.00	308.93	673.60
BALANCE AS OF 10/20/06				1,413,558.22

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FINANCIAL REPORT  
October 20, 2006

FUND	BALANCE 09/22/06	RECEIPTS	DISBURSEMENTS	BALANCE 10/20/06
TexSTAR - Pct. #1	351,640.69	962.58	0.00	352,603.27
TexSTAR - Pct. #2	351,640.69	962.58	0.00	352,603.27
TexSTAR - Pct. #3	351,640.70	962.58	0.00	352,603.28
TexSTAR - Pct. #4	351,640.71	962.59	0.00	352,603.30
BALANCE AS OF 10/20/06				1,410,413.12

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FINANCIAL REPORT  
October 20, 2006

FUND	BALANCE 9/22/06	RECEIPTS	DISBURSEMENTS	BALANCE 10/20/06
RECORD RETENTIONS	48,927.94	1,424.86	0.00	48,352.80
HOTEL/MOTEL TAX	28,424.76	108.24	0.00	28,533.00
SABINE COUNTY FSM SPECIAL PROJECTS	141,731.03	0.00	10,535.25	131,195.78
DISTRICT CLERK SPECIAL REVENUE	5,462.72	190.36	0.00	5,653.08
SABINE COUNTY CONVENTION AND VISITORS BUREAU	0.00	0.00	0.00	0.00
SABINE COUNTY CONVENTION CENTER BUILDING FUND	150,358.66	589.72	0.00	150,928.38
SABINE COUNTY CLERK RECORDS ARCHIVE FEE	22,537.44	1,282.96	615.00	23,185.40
DISASTER RELIEF UNMET NEEDS GRANT	0.00	0.00	0.00	0.00

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TREASURER'S QUARTERLY REPORT  
 JULY, AUGUST, AND SEPTEMBER 2006

FUND	BALANCE 06/30/06	RECEIPTS	DISBURSEMENTS	BALANCE 09/30/06
GENERAL	874,229.54	1,870,930.37	2,062,518.11	682,641.80
CVC	0.00	0.00	0.00	0.00
ARREST FEES	2,498.28	3,528.32	3,815.03	2,411.57
CLSI	83.60	159.00	155.20	87.40
TIME PAYMENT	520.50	580.20	643.20	457.50
CHILD SAFETY SEAT VIOL.	288.00	60.50	0.00	348.50
BAIL BOND FEE	459.00	615.00	520.50	553.50
STATE TRAFFIC FEE	4,525.45	7,896.81	7,677.33	4,734.93
LICENSE AND WEIGHT FINES	179.00	685.50	358.00	486.50
DISTRICT CLERK STATE FEES	2,050.00	2,145.00	2,630.00	1,565.00
CCC 01/01/04 FORWARD	9,953.72	16,896.39	16,800.18	10,049.93
CCC 09/01/01 THRU 12/31/03	272.74	336.52	341.06	268.20
CCC 08/31/99 THRU 08/31/01	34.43	88.50	87.81	35.32
CCC 09/01/97 THRU 08/30/99	0.00	0.00	0.00	0.00
CCC 09/01/95 THRU 08/31/97	0.00	0.00	0.00	0.00
CCC 09/01/91 THRU 08/31/95	0.00	0.00	0.00	0.00
EMS TRAUMA FUND	282.60	428.00	415.40	295.20
DNA TESTING	0.00	0.00	0.00	0.00
FAILURE TO APPEAR	398.27	509.13	543.35	364.05
OMNI FEE	168.48	152.75	157.01	164.22
JURY REIMBURSEMENT FEE	820.19	1,443.73	1,423.23	840.69
JUDICIAL SUPPORT FEE CR	1,082.36	1,456.08	1,164.97	1,373.47
JUDICIAL SUPPORT FEE CV	1,628.00	2,146.00	2,183.00	1,591.00
FAMILY PROTECTION FEE	31.00	19.00	0.00	50.00
COURTHOUSE SECURITY	44,119.72	2,329.10	910.00	45,538.82
COURTHOUSE SECURITY JP	412.75	344.37	0.00	757.12
RECORD MANAGEMENT	3,782.18	1,265.00	0.00	5,047.18
LIBRARY	21,836.93	1,830.00	1,453.50	22,213.43
SHERIFF- SCHOOL FUNDS	2,808.33	220.00	220.00	2,808.33
DISASTER RELIEF GRANT	4,490.00	0.00	4,490.00	0.00
RECORD RETENTION	42,743.33	5,014.42	654.95	47,102.80
JUSTICE COURT TECH FUND	6,520.67	1,331.59	0.00	7,852.26
SCDC SPECIAL REVENUE	5,149.11	334.23	0.00	5,483.34
HOTEL/MOTEL TAX	37,119.78	398.78	10,985.56	26,533.00
CONVENTION/VISITORS BUR.	0.00	0.00	0.00	0.00
BUILDING FUND/CONV CENT	149,192.28	1,736.10	0.00	150,928.38
FSM SPECIAL PROJECTS	147,242.09	0.00	14,636.31	132,605.78
RECORDS ARCHIVE FEE	19,861.45	4,328.45	1,860.00	22,327.90
ROAD & BRIDGE #1	291,014.24	431,085.39	427,072.62	295,037.01
ROAD & BRIDGE #2	380,185.25	393,339.61	380,131.72	413,393.14
ROAD & BRIDGE #3	270,574.21	392,942.63	362,064.94	301,451.90
ROAD & BRIDGE #4	362,596.96	515,834.13	473,364.18	405,066.91
ROAD & BRIDGE SPECIAL #1	4,268.75	0.00	2,612.21	1,656.54
ROAD & BRIDGE SPECIAL #2	1,535.78	0.00	678.20	857.58

STATE OF TEXAS

COUNTY OF SABINE

I, TRICIA JACKS, COUNTY TREASURER OF SAID COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE  
 QUARTERLY REPORT IS TRUE AND CORRECT.

*Tricia Jacks*  
 TRICIA JACKS - COUNTY TREASURER

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THE STATE OF TEXAS §

COUNTY OF SABINE § KNOW ALL MEN BY THESE PRESENT

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES**

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE COUNTY OF SABINE, TEXAS hereinafter called the "Client", and DAVID J. WAJMAN, INC., P. O. Drawer 900, Jasper, Texas 75051, referred to herein as the "Consultant", for the following Project:

A DISASTER RECOVERY FUND CONTRACT funded by the U. S. Department of Housing and Urban Development, under the Defense Appropriations Act, 2006, for the purpose of assisting in the recovery of the most impacted and distressed areas related to Hurricane Rita; awarded to said Client by the Office of Rural Community Affairs.

The Client and the Consultant agree as follows:

**SECTION ONE: SCOPE AND EFFECT:**

1.1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement.

1.2 This Agreement becomes of full force and effect on the 23 day of Oct, 2006 and shall continue through the program period of the Grant.

**SECTION TWO: PROFESSIONAL SERVICES FEE:**

2.1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of \$33,000.00 as per Attachment B.

2.2 Payment hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the U.S. Department of Housing and Urban Development or the local match fund as provided in the TCDP Grant Agreement.

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**SECTION THREE: MATERIAL CHANGE IN SCOPE OF PROJECT:**

3.1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the U.S. Department of Housing and Urban Development without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.

**SECTION FOUR: PROFESSIONAL SERVICES - ADMINISTRATION:**

**4.1 ENVIRONMENTAL ASSESSMENT:**

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required.
- 2) The Consultant shall prepare and maintain the environmental review record.
- 3) The Consultant shall prepare addenda to the environmental assessment where needed.

**4.2 ADMINISTRATIVE SERVICES:**

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Urban Development in the administration of the Grant and provide such controls as are necessary to ensure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations.
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development.
- 3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
- 4) The Consultant shall prepare for the Client the required Performance Reports.
- 5) The Consultant shall aid the Client in responding to government audit findings, should they occur.
- 6) The Consultant shall maintain liaison with the U.S. Department of Housing and Urban Development on matters pertaining to the CDBG process.
- 7) The Consultant shall aid the Client in the scheduling of projects.

8) The Consultant shall aid the Client in the selection of other professionals where needed.

9) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals.

10) The Consultant shall design and monitor the Community Development Grant Program.

11) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed.

12) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program.

13) The Consultant shall assist in implementation of Citizens Participation as required.

14) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed.

15) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant.

16) Prepare construction contracts which comply with Federal regulations. Examples are Conflict of Interest, Access to Records, Copeland and Anti-kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6600.3), OMB Circular A-102, Attachment O, Section 3, Section 100, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, etc.

17) Obtain contractor and subcontractor clearance from the State.

18) Check weekly payrolls to ensure compliance with Wage Decisions. Conduct on-site interviews and compare the results with appropriate payrolls.

19) Monitor construction to ensure compliance with Equal Opportunity and Labor Standards Provisions.

**4.3 TECHNICAL ASSISTANCE AND TRAINING:**

- 1) Records
- 2) Laws and Regulations
- 3) Environmental

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- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

**SECTION FIVE: RESPONSIBILITIES OF THE OWNER:**

- 5.1 The Client shall cooperate in implementing the Citizens' Participation Plan.
- 5.2 The Chief Executive Officer shall execute all required certifications.
- 5.3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process.
- 5.4 The Client shall act timely on all resolutions so as not to delay project completion.
- 5.5 The Client shall be responsible for local zoning regulations.

**SECTION SIX: PAYMENTS TO THE CONSULTANT:**

6.1 Payment to the Consultant for services in 4.1, 4.2 and 4.3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the U.S. Department of Housing and Urban Development and shall be made as follows:

- (a) Payments - Upon receipt of authorization of the Grant from the U.S. Department of Housing and Urban Development, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of \$20,000.00 (See Attachment B).
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors.
- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such

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suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation.

**SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS:**

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

**SECTION EIGHT - TERMINATION OF AGREEMENT:**

8.1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8.2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8.3 Termination Expenses are defined as those expenses directly attributable to termination.

**SECTION NINE: OWNERSHIP OF DOCUMENTS:**

9.1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Client whether the project for which they are made is executed or not.

**SECTION TEN: SUCCESSION AND ASSIGNS:**

10.1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.



**SECTION ELEVEN: ARBITRATION:**

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consultation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION TWELVE: EXTENT OF AGREEMENT:**

12.1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**SECTION THIRTEEN: GOVERNING LAW:**

13.1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

**SECTION FOURTEEN: EQUAL EMPLOYMENT OPPORTUNITY:**

14.1 During the performance of this Agreement:

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- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment;

upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; raise of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- (b) The Consultant will, in all solicitations or advertisement for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION FIFTEEN: SPECIAL PROVISIONS ATTACHMENT A:**

15.1 Attachment A appended to this Contract is hereby made a part of said contract.

15.2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

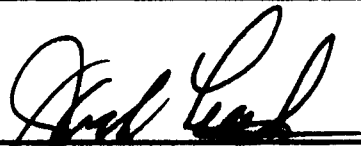
SIGNED AND ENTERED INTO THIS THE 1 DAY OF Nov, 2006.


CLIENT:

CONSULTANT:

COUNTY OF SABINE, TEXAS

DAVID J. WAXMAN, INC.

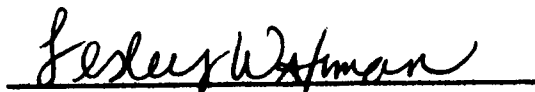
  
\_\_\_\_\_  
JACK H. LEATH,  
COUNTY JUDGE

  
\_\_\_\_\_  
DAVID J. WAXMAN  
PRESIDENT

ATTEST:

ATTEST:

  
\_\_\_\_\_  
JANICE MCDANIEL

  
\_\_\_\_\_  
LESELY WAXMAN

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PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her/his obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.
2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expense incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to such provision of this Contract.
5. Liability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or reversion), without the prior written consent of the City/County thereto. Provided, however, that advice for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Records and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audit. The Firm shall insure that the City/County maintains local records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-47, Section 678.400 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender demographics of persons who are employed by, participate in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting

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documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 225, and all applicable rules and orders of the Office issued thereunder prior to the execution of this Contract. The

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parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection

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with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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**ATTACHMENT B**  
**COUNTY OF SABINE**  
**DISASTER RECOVERY FUND PROJECT**

The COUNTY OF SABINE shall reimburse DAVID J. WAXMAN, INC. for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of \$33,000.00. Payments shall be based on the percentage of work item completed.

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	15%
2) Environmental Assessment and Clearance	25%
3) Bid/Contract Award Process/Start of Construction Notice	25%
4) Labor Standards Compliance Activities/ Construction Activities	30%
5) Project Close-Out Requirements/Letter of Closeout	5%
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$33,000.00</b>

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**Cost and Price Detail THE COUNTY OF SABINE**

Name of Consultant David J. Waxman, Inc.		Date of Proposal 10/06/2006	
Street Address P.O. Box 900		Federal ID Number 74-1800744	
City, State, Zip Jasper, Texas 75951		Total Price \$33,000.00	
<b>A. Direct Labor (specify personnel by name)</b> Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<b>Est. No. of Days</b>	<b>Daily Rate</b>	<b>Est. Cost</b>
1. David J. Waxman	8	\$600.00	\$4,800.00
2. Randy Blanks	9	\$500.00	\$4,500.00
3. Beth Waxman	8	\$500.00	\$4,000.00
4. Lealey Waxman/Lisa Duplantier	30	\$350.00	\$10,500.00
5. Shelly McMillian	2	\$200.00	\$400.00
6. Total Direct Labor			\$24,200.00
<b>B. Overhead/Indirect Costs</b>	<b>Rate</b>	<b>Base</b>	<b>Est. Cost</b>
	.35	\$24,000.00	\$8,470.00
<b>C. Other Direct Costs</b>			<b>Est. Cost</b>
1. Transportation	# of on site visits		\$
2. Per Diem	# of days @ \$ ___/day		\$
3. Reproduction	1,160 # of pages @ \$ .25 /page		\$ 290.00
4. Other (specify)			\$
a. Books (4)	@\$10.00 each		\$ 40.00
b.			\$
c.			\$
d.			\$
5. Total Other Direct Costs			\$
<b>D. Subcontracts</b>			
	<b>Name of Subcontractor(s)</b>	<b># of days of effort</b>	<b>Est. Cost</b>
1.			\$
2.			\$
3. Total Subcontractor Cost			\$
<b>Total Estimated Costs (Line A5+B+C5+D3)</b>			\$ 33,000.00
<b>Profit</b>			\$
<b>Total Price</b>			\$ 33,000.00

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**CERTIFICATIONS**

**Contractor**

A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months?  X  YES   NO


If yes, give name, address, and telephone number of the reviewing office:

The County of Sabine, P.O. Box 716, Hemphill, Texas 75948

B. This summary conforms with the applicable cost principals.

C. This proposal is submitted for use in connection with and in response to  Sabine County . This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of  10/06/2006  and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.


10/06/2006   
Date of Execution

  
Signature and Title of Proposer

**Grantee Reviewer**

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.

11-1-06   
Date of Execution

  
Signature and Title of Reviewer

**Additional Reviewer, if needed**

Date of Execution

Signature and Title of Reviewer



# County of Sabine

P.O. Box 720  
Hemphill, Texas 75948

Jack H. Leath, County Judge

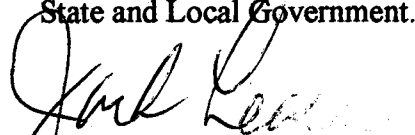
Commissioners

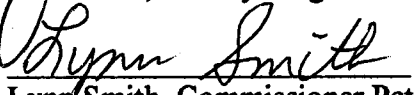
Keith Clark	Precinct #1
Lynn Smith	Precinct #2
Doyle Dickerson	Precinct #3
Fayne Warner	Precinct #4

THEREFORE, BE IT RESOLVED that the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:


BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55 (d); such conditions that include but are not restricted to the following:

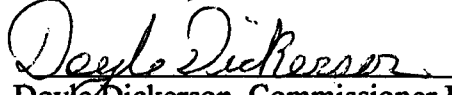
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulation, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the complying requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, and appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

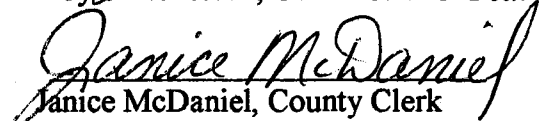
  
Jack Leath, County Judge

  
Lynn Smith, Commissioner Pct.2

  
Fayne Warner, Commissioner Pct.4

  
Keith Clark, Commissioner Pct.1

  
Doyle Dickerson, Commissioner Pct.3

  
Janice McDaniel, County Clerk

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The State Of Texas  
County Of Sabine

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



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JANICE McDANIEL COUNTY CLERK  
BY Pam Cavender  
Deputy

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