Monday, January 28, 2008, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

| Keith Clark | Judge Pro-tem <br> Commissioner Pct. \#1 |
| :--- | :--- |
| Jimmy McDaniel | Commissioner Pct. \#2 |
| Doyle Dickerson | Commissioner Pct. \#3 |
| Fayne Warner | Commissioner Pct. \#4 |
| Janice McDaniel | County Clerk |

Judge Watson is in Austin and not present in Court today.
Judge Pro-tem Clark called the meeting to order and Commissioner Dickerson led the Court in prayer.
Agenda item \#1-General Business
Commissioner Dickerson moved to approve the minutes as written for the January $14^{\text {th }}$ regular, January $14^{\text {th }}$ special and January $22^{\text {nd }}$ special sessions of Court. Commissioner McDaniel seconded. All voted for. Motion carried.

Agenda item \#6-Discuss and Possible Action on Computers for JP \#1 and JP \#2 Offices

A representative for Net Data gave the Court a brief overview of their Company and how their system works.

JP \#1, Jeff Cox, said he would like to go with Net Data.
Commissioner McDaniel moved to go with Net Data. Commissioner Warner seconded. All voted for. Motion carried.

Agenda item \#10-Discuss and Take Action on TXDOT Concerning Agreement for Trash Collection

Commissioner Dickerson moved to enter into the agreement with TXDOT. Commissioner Warner seconded. All voted for. Motion carried. See attached copy.

Agenda item \#4-Discuss and Take Action on 2006 TCPD Disaster Recovery Project Generator

David Waxman met with the Court concerning the bids received at the last regular Commissioners' Court. He said the Engineers had gone over the two bids received and the bid from Waukesha-Pearce was their recommendation.

Commissioner McDaniel moved to go with Waukesha-Pearce. Commissioner Dickerson seconded. All voted for. Motion carried. (Bids are filed with David Waxman).
Agenda item \#5-Discuss and Take Action on Copy Machine for History Center

Commissioner Clark said he has talked with Weldon and he should have some prices on cheaper copy machines by today. Commissioner Clark recommended that we return the copy machine and discontinue the lease.

Commissioner Dickerson moved to return the copier and discontinue the lease. Commissioner Warner seconded. All voted for. Motion carried. Agenda item \#8-Discuss \& Take Action on Hazard Mitigation Plan to Approve Ordinance

Commissioner McDaniel moved to approve the plan and ordinance. Commissioner Dickerson seconded. All voted for. Motion carried. Agenda item \#11-Discuss and Possible Action on Brookeland ISD

Commissioner Dickerson said the plans were sent to the County concerning the electrical to the new building at Brookeland ISD.

Commissioner Dickerson moved for Court approval. Commissioner Warner seconded. All voted for. Motion carried.
Agenda item \#7-Ingrid Davidson \& Jimmy Nethery to Address Court \& Request Possible Action on County Wide Taxes for Matching Donations for FD

Ingrid Davidson and Jimmy Nethery were not present in Court today. Ms. Davidson called and said she has the flu and will reschedule.

No action was taken.
Agenda item \#3-Reports
Commissioner Warner moved to approve the quarterly and monthly reports from the Treasurer. Commissioner Dickerson seconded. All voted for. Motion carried.
Agenda item \#2-Line Item Transfers
Commissioner McDaniel moved to approve the line item transfers. Commissioner Warner seconded. All voted for. Motion carried. See attached copies.

Agenda item \#9-Budget Amendments


Commissioner Warner moved to approve the budget amendments. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copies.

Agenda item \#12-Pay Accounts and Salaries
Commissioner Warner moved to pay the accounts and salaries. Commissioner Dickerson seconded. All voted for. Motion carried.

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

NOT PRESENT CHARLES WATSON
 KEITH CLARK


## ATTEST: COUNTY CLERK



JANICE MCDANIEL

|  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| Invoice Number <br> Description$\quad$ Inv.Date | Trns.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number Bank | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | GEORGE GRIFFITH TOTALS: | \$95.00 | \$0.00 | \$0.00 |  | \$95.00 |
| GTDI GT DISTRIBUTORS, INC. <br> 210545 $01 / 08108$ | 01/24/08 02/22/08 |  |  |  | C |  |
| 4 TASER 15' AIR CARTRIDGE | 6500.560 | \$71.88 |  |  |  | \$71.88 |
| 5 TASER-X26 EXTRA PENETRATING CARTRIDGE ${ }^{5} 5^{\prime}$ | 6500.560 | \$114.85 |  |  | $\cdots$ | \$114.85 |
| FREIGHT | 6500.560 | \$13.95 |  |  |  | \$13.95 |
|  | INVOICE 210545 TOTALS: | \$200.68 | \$0.00 | \$0.00 | $\underline{0}$ | \$200.68 |
|  | GT DISTRIBUTORS, INC. TOTALS: | \$200.68 | \$0.00 | \$0.00 |  | \$200.68 |
| HAIS HARTINTERCIVIC |  |  |  |  |  |  |
| 026513 01/07/08 | 01/24/08 02/21/08 |  |  |  |  |  |
| 50 CASEBINDER-CIVIL MANILA | 6310.450 | \$77.00 |  |  |  | \$77.00 |
| FREIGHT | 6310.450 | \$8.94 |  |  | 3 | \$8.94 |
|  | INVOICE 026513 TOTALS: | \$85.94 | \$0.00 | \$0.00 | 2 | \$85.94 |
| 026570 01/09/08 | 01/24/08 02/23/08 |  |  |  |  |  |
| VR LASER SHELLS AND CARDS 10,000 | 6544.499 | \$436.00 |  |  |  | \$436.00 |
| FREIGHT | 6544.499 | \$39.12 |  |  |  | \$39.12 |
|  | INVOICE 026570 TOTALS: | \$475.12 | \$0.00 | \$0.00 |  | \$475.12 |
|  | HART INTERCIVIC TOTALS: | \$561.06 | \$0.00 | \$0.00 |  | \$561.06 |
| HATR HANZEL'S TRANSMISSION | SERVICE |  |  |  |  |  |
| 012408 01/10/08 | 01/24/08 02/24/08 |  |  |  |  |  |
| SERVICE TRANSMISSION UNIT \#1 | 6451.560 | \$60.00 |  |  |  | \$60.00 |
|  | INVOICE 012408 TOTALS: | \$60.00 | \$0.00 | \$0.00 |  | \$60.00 |
| HAN | IZEL'S TRANSMISSION SERVICE TOTALS: | \$60.00 | \$0.00 | \$0.00 |  | \$60.00 |
| JACT JASPER COUNTY TREASUR | RER |  |  |  |  |  |
| 123107 12/31/07 | 01/24/08 02144/08 |  |  |  |  |  |
| 4TH QUARTER EMA PARTICIPATION FY07 | 2100.000 | \$1,802.13 |  |  |  | \$1,802.13 |
|  | INVOICE 123107 TOTALS: | \$1,802.13 | \$0.00 | \$0.00 |  | \$1,802.13 |

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[^3]| Invoice Number Description | Inv. Date | Tms.Date Due.Date Account | Amount | Discount | Amount Paid |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SSTR STEPHEN STROUD |  |  |  |  |  |
| 012408 | 01/17/08 | 01/24/08 03/02/08 |  |  |  |
| SUNDAY $2 / 3$ MEALS |  | 6425.560 | \$15.00 |  |  |
| MONDAY 214 MEALS |  | 6425.560 | 540.00 |  |  |
| TUESDAY 215 MEALS |  | 6425.560 | \$40.00 |  |  |
|  |  | INVOICE 012408 TOTALS: | \$95.00 | \$0.00 | \$0.00 |
|  |  | STEPHEN STROUD TOTALS: | \$95.00 | \$0.00 | \$0.00 |


| STOR STORY-WRIGHT OFFICE SUPPLY |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 146942 01/09/08 | 01/24/08 | 02223/08 |  |  |  |
| FASTENER, ADHES, $2^{\prime \prime}$ CAP | 6310.450 |  | \$8.99 |  |  |
|  | INVOICE 146942 TOTALS: |  | \$8.99 | \$0.00 | \$0.00 |
|  | STORY-WR | ht Office supply totals: | \$8.99 | \$0.00 | \$0.00 |

## STSE STEVESEALE

012408 01/1/1/08 0 024/08 0 025/08
CASE NO. 105 - JUVENILE 6531.435

| SWMH SW MENTAL HEALTH TESTING |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 243 01/18/08 | 01/24/08 | 03/03/08 |  |  |  |
| BOBBY WALKER III MENTAL HEALTH | 6543.560 |  | \$75.00 |  |  |
|  | INVOICE 243 TOTALS: |  | \$75.00 | \$0.00 | \$0.00 |
|  | SW Men | AL HEALTH TESTING TOTALS: | \$75.00 | \$0.00 | \$0.00 |


| $\$ 350.00$ |
| ---: |
| $\$ 350.00$ |
| $\$ 350.00$ |
|  |
| $\$ 75.00$ |
| $\$ 75.00$ |
| $\$ 75.00$ |


| USPS | UNITED STATES POSTAL SERVICE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 012508 | 01/25/08 | 01/25/08 | 03/10/08 |  |  |  |
| POSTAGE | 6315.409 |  |  | \$5,000.00 |  |  |
|  |  |  | INVOICE 012508 TOTALS: | \$5,000.00 | \$0.00 | \$0.00 |


| Ledger as of : 1/28/2008 |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice Number <br> Description Inv.Date | Trns.Date Acco | Due.Date nt | Amount | Discount | Amount Paid | Check Date | Check Number | Bank | Balance |
| WEST WEST PAYMENT CENTER |  |  |  |  |  |  |  |  |  |
| 814910126 12130/07 01 | 01/24/08 | 02/13/08 |  |  |  |  |  |  |  |
| TX PRACITCE V6 CRIMINAL LAW 2D 07-08 | 082100 |  | \$36.00 |  |  |  |  |  | \$36.00 |
| TX PROPERTY CODE 2008 PAMPHLET | 2100 |  | \$36.50 |  |  |  |  |  | \$36.50 |
| TX PRACTICE V40-43B CRIMINAL | 2100 |  | \$158.00 |  |  |  |  |  | \$158.00 |
| TX LOCAL GOVERNMENT CODE 2008 | 2100 |  | \$127.50 |  |  |  |  |  | \$127.50 |
|  |  | INVOICE 814910126 TOTALS: | \$358.00 | \$0.00 | \$0.00 |  |  |  | \$358.00 |
|  | WE | T PAYMENT CENTER TOTALS: | \$358.00 | \$0.00 | \$0.00 |  |  |  | \$358.00 |
|  |  | LEDGER TOTALS: | \$26,504.06 | \$0.00 | \$0.00 |  |  |  | \$26,504.06 |

SIGN HERE FOR PAYMENT APPROVAL
$\qquad$

Charles Watson
County Judge
SIGN HERE FOR PAYMENT APPROVAL


Keith Clark
Commissioner Pct. 1 SIGN HERE FOR PAYMENT APPROVAL


Doyle Dickerson
Commissioner Pct. 3

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Janice McDaniel County Clerk

SIGN HERE FOR PAYMENT APYROVA.


Jimmy McDaniel
Commissioner Pct. 2
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Fayne Warner
Commissioner Pct. 4


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## Ledger as of : 1/28/2008




52473
-18"X20' CULVERTS

52653
2-12"X24' CULVERTS

- 52705
$12^{2 \prime} \times 20^{\prime}$ CULVERT 18*ㅈ30' CULVERT

| $\$ 529.80$ |
| ---: | | $\$ 529.80$ |
| ---: | | $\$ 223.68$ |
| ---: |

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Charles Watson
County Judge
County Judge
SIGN HERE FOR PAYMENT APPROVAL


Keith Clark
Commissioner Pct. 1

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Doyle Dickerson
Commissioner Pct. 3

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Jimmy McDaniel
Commissioner Pct. 2
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Fayne Warner
Commissioner Pct. 4


NAPH NAPA AUTO PARTS HEMPHILL
$\begin{array}{llll}\text { NAPH } & \text { NAPA AUTO PARTS HEMPHILL } \\ \text { 376885 } & \text { 12/19/07 } & 01 / 24 / 08 & 12 / 19 / 07 \\ \text { FLEX HOSE } & & 2100.0000\end{array}$
INVOICE 376885 TOTALS: $\frac{\$ 11.49}{} \mathbf{\$ 1 1 . 4 9} \longrightarrow \$ 0.00$
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Charles Watson
County Judge
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Keith Clark
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Doyle Dickerson
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Janice McDaniel
County Clerk
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Jimmy McDaniel
Commissioner Pct. 2
SIGN HERE FOR PAYMENT APPROYA:


Fayne Warner
Commissioner Pct. 4

Tms.Date Due.Date SCCC SABINE CO. CHANBER OF COMMERCE
012304 01/24/08 01/24/08 01/24/08
USED GATEWAY COMPUTER OFFICE SUPPLIES MILEAGE TO LUFKIN PAPERPRO LONG REACH STAPLER


SIGN HERE FOR PAYMENT APPROVAL
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Charles Watson
County Judge
SIGN HERE FOR PAYMENT APPROVAL.


Keith Clark
Commissioner Pct. 1 SIGN HERE FOR PAYMENT APPROVAL


Doyle Dickerson
Commissioner Pct. 3

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Janice McDaniel County Clerk


Commissioner Pct. 2
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Fane Warner
Commissioner Pct. 4


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## SIGN HERE FOR PAYMENT APPROVAL

County Judge
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Keith Clark
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Jimmy McDaniel
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Charles Watson
County Judge
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Keith Clark
Commissioner Pct. 1 SIGN HERE FOR PAYMENT APPROVAL Doybe Decherem

Doyle Dickerson
Commissioner Pct. 3

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Janice McDaniel County Clerk
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Jimmy McDaniel
Commissioner Pct. 2
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Fayne Warner
Commissioner Pct. 4


## FEES COLLECTED IN DECEMBER, 2007

JEFF COX, JUSTICE OF THE PEACE, PRECINCT \#1, PLACE \#1 ..... 1,303.00
JACK LEATH, JUSTICE OF THE PEACE PRECINCT \#2, PLACE \#1 ..... 1,425.55
TANYA WALKER, DISTRICT CLERK ..... 3,380.62
JANICE MCDANIEL, COUNTY CLERK ..... 26,893.11

| FUND | BALANCE 12/29/07 | RECEIPTS | DISBURSEMENTS | $\begin{aligned} & \text { BALANCE } \\ & 1 / 25 / 08 \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| GENERAL | 1,179,519.99 | 403,616.83 | 161,533.39 | 1,421,603.43 |
| COMPENSATION TO |  |  |  |  |
| VICTIMS OF CRIME | 0.00 | 0.00 | 0.00 | 0.00 |
| ARREST FEES | 1,780.12 | 829.24 | 141.25 | 2,468.11 |
| CIVIL LEGAL SERVICES INDIGENT | 94.75 | 48.00 | 140.35 | 2.40 |
| TIME PAYMENT | 151.50 | 230.50 | 191.00 | 191.00 |
| CHILD SAFETY SEAT VIOLATIONS | 979.25 | 0.00 | 0.00 | 979.25 |
| BAIL BOND FEE | 762.00 | 120.00 | 792.00 | 90.00 |
| STATE TRAFFIC FEE | 2,204.60 | 876.32 | 3,037.11 | 43.81 |
| LICENSE AND WEIGHT FINES | 642.00 | 659.50 | 1,301.50 | 0.00 |
| DISTRICT CLERK STATE FEES | 1,431.43 | 330.00 | 1,746.68 | 14.75 |
| CCC 01/01/04 FORWARD | 5,271.70 | 3,352.66 | 8,289.10 | 335.26 |
| CCC 09/01/01 THRU 12/31/03 | 277.00 | 120.00 | 385.00 | 12.00 |
| CCC 08/31/99 THRU 08/31/01 | 35.33 | 0.00 | 35.33 | 0.00 |
| 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 | 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 | 200.00 | 100.00 | 290.00 | 10.00 |
| DNA TESTING | 0.00 | 0.00 | 0.00 | 0.00 |
| FAILURE TO APPEAR | 628.40 | 140.00 | 768.40 | 0.00 |
| JURY REIMBURSEMENT FEE | 452.26 | 265.25 | 690.99 | 26.52 |
| JUDICIAL SUPPORT - CRIMINAL ST. | 425.11 | 226.31 | 651.42 | 0.00 |
| JUDICIAL SUPPORT - CIVIL | 1,332.00 | 333.00 | 1,665.00 | 0.00 |
| FAMILY PROTECTION FEE | 136.00 | 3.00 | 0.00 | 139.00 |
| NONDISCLOSURE FEE | 0.00 | 0.00 | 0.00 | 0.00 |
| DRUG COURT PROGRAM | 95.00 |  | $\text { PGG } \begin{array}{r} 140.00 \\ \hline \end{array}$ | 5.00 |


|  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
| FINANCIAL REPORT |  |  |  |  |
| January 25, 2008 |  |  |  |  |

voi VVPG 394

FINANCIAL REPORT
January 25, 2008

| FUND | BALANCE <br> $12 / 29 / 07$ | RECEIPTS | DISBURSEMENTS | BALANCE <br> $1 / 25 / 08$ |
| :--- | ---: | ---: | ---: | ---: |
| ROAD \& BRIDGE \#1 | $222,134.84$ | $10,031.78$ |  |  |
| ROAD \& BRIDGE \#2 | $187,459.12$ | $9,673.69$ | $10,666.03$ | $222,500.59$ |
| ROAD \& BRIDGE \#3 | $206,195.15$ | $9,673.67$ | $10,197.55$ | $205,671.27$ |
| ROAD \& BRIDGE \#4 | $187,852.49$ | $11,153.89$ | $11,899.06$ | $187,107.32$ |
| ROAD \& BRIDGE SPECIAL \#1 | $6,604.16$ | 0.00 | 23.72 | $6,580.44$ |
| BALANCE AS OF 01/25/08 |  |  |  |  |

vot VVpg 395


## FINANCIAL REPORT

January 25, 2008

FUND | BALANCE |
| :---: |
| $12 / 29 / 07$ |
| RECEIPTS |

| RECORD RETENTIONS | $64,868.64$ | $1,429.72$ | 0.00 | $66,298.36$ |
| :--- | :---: | :---: | :---: | :---: | :---: |
| HOTELMOTEL TAX | $12,707.14$ | 46.64 | 0.00 | $12,753.78$ |
| SABINE COUNTY FSM <br> SPECIAL PROJECTS | $88,568.32$ | $6,031.14$ | $5,404.11$ | $89,195.35$ |
| DISTRICT CLERK <br> SPECIAL REVENUE | $4,765.23$ | 71.90 | 0.00 | $4,837.13$ |
| SABINE COUNTY CONVENTION <br> CENTER BUILDING FUND | $158,725.36$ | 581.02 | 0.00 | $159,306.38$ |
| SABINE COUNTY CLERK <br> RECORD ARCHIVE FEE | $\mathbf{3 0 , 4 6 9 . 3 0}$ | $1,227.32$ |  |  |
| SABINE COUNTY <br> TCDP \# 726571 | 0.00 | 0.00 | 310.00 | $31,386.62$ |
| SABINE COUNTY DIASTER <br> RECOVERY GRANT DRS 060076 | $3,750.00$ | 0.00 | 0.00 | 0.00 |

vot VV PG 396

|  | FINANCIAL REPORT <br> January 25, 2008 |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
|  | BALANCE |  |  |  |
| FUND | RECEIPTS | DISBURSEMENTS | BALANCE <br> 01/25/08 |  |
|  |  |  |  |  |
| TexSTAR - Pct. \#1 | $374,627.42$ | $1,445.48$ | 0.00 | $376,072.90$ |
| TexSTAR - Pct. \#2 | $374,627.42$ | $1,445.48$ | 0.00 | $376,072.90$ |
| TexSTAR - Pct. \#3 | $374,627.43$ | $1,445.48$ | 0.00 | $376,072.91$ |
| TexSTAR - Pct. \#4 | $374,627.46$ | $1,445.47$ | 0.00 | $376,072.93$ |
| BALANCE AS OF 01/25/08 |  |  |  | $1,504,291.64$ |

vot VV PG 397

COUNTY OF SABINE
FY 2006 TXCDBG DISASTER REOVERY PROJECT - HURRICANE RTA
CONTRACT NO. DRS 080076
ACCOUNT NO. 0401588
CONTRACT DATES: 11/29/06-11/28/08

## REPORT DATE:

1/25/2008

PROJECT ACTIMTY
1a. Water Facilitios
10. Fire Protection
30. Englneering
33. Planning / Project Activity


## CONTRACTS:

Planning/Project Delivery: David J. Waxman, Inc. Engineering: Goodwin-Lasiter, Inc.
Construction: Waukesha -Pearce (Generators)
Water

Fire Districts
$\$ 33,000.00$ $\$ 25,000.00$ $\$ 25,000.00$ 350,343.00 229,023.00 $\$ 121,320.00$

January 14, 2008

## Sabine County

201 Main Street
Hemphill, Texas 75948
Attn: Judge Watson

## Re: 2006 TCDP Disaster Recovery Project DRS 060076 Stand By Generators

Dear Judge and Commissioners:
The County received bids on the above referenced project during the Commissioners Court Meeting on Monday January 14, 2008. This project provides emergency generators to 21 rural water suppliers and volunteer fire departments in Sabine County.

Two bids were received for this project. One from Waukesha Pearce Industries, Inc - Houston, TX, and the other from Morrison Supply - Lufkin, TX.

As I stated during the bid opening, the bid from Morrison Supply included quotes on a model of Generac generator that does not meet the specification included in the contract documents. Therefore, we do not recommend the bid from Morrison Supply be considered for contract award.

The following bids were received:

| Contractor / Supplier | Package A | Additive <br> Alternates 1-3 <br> Package A | Total Bid |
| :--- | :--- | :--- | :--- |
| Morrison Supply | $\$ 252,439.41$ | $\$ 25,403.25$ | $\$ 277,842.66$ |
| W aukesha-Pearce Industries, Inc. | $\$ 310,551.00$ | $\$ 39,792.00$ | $\$ 350,343.00$ |

Attached are a tabulation of the bids, and a copy of the bid forms.
The ORCA budgeted construction amount for this project is $\$ 415,140$. Goodwin-Lasiter, Inc. recommends that Sabine County award the Package A contract, including the alternates, to Waukesha-Pearce Industries, Inc in the amount of $\$ 350,343.00$.

Please include consideration of this contract award on the Commissioners meeting agenda for the January 28, 2008 meeting. Please call us if you have any questions.


Enclosures: Copy of Bid Forms, Bid Tabulation
Cc: David Taxman, David J. Waxman and Associates (Via Kail)
1609 S. CHESTNUT • SUITE 202 LLUFKIN, TEXAS • 75901 • adm@@goodwinasiter.com

BID TABULATION
DATE: January 14, 2008
G-L NO: 381013
TIME: 8:30 A.M.


## AGREEMENT FOR USE OF COUNTY INMATES <br> FOR HIGHWAY MAINTENANCE

## THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §
THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and the Sabine County Sheriff's Department, hereinafter called the Sheriff's Department.

## WITNESSETH

WHEREAS, Title 6, Subtitle A, Texas Transportation Code, authorizes the State to lay out, construct, maintain, and operate a system of highways designated as the State Highway System; and,

WHEREAS, Section 223.044 Texas Transportation Code authorizes the State to contract for inmate labor for a state highway system improvement project with a sheriff's department operating a county farm or workhouse established under Article 43.10, Code of Criminal Procedure; or a county correctional center established under Section 351.181, Local Government Code.

WHEREAS, said improvements include maintenance of state highways and appurtenant facilities; and,

WHEREAS, the Sheriff's Department proposes to use inmate labor to perform highway maintenance consisting of Litter Pick-up Maintenance activities on state highways located within Sabine County; and,

WHEREAS, the Sheriff's Department shall perform all work at no cost to the State; and
WHEREAS, the State and the Sheriff's Department mutually agree and understand that this agreement is for the sole purpose of defining the responsibilities of both parties for highway maintenance work specified on the highway routes or portions thereof described in Exhibit A, "Maintenance of State Highways," and this Agreement shall in no way be considered to cover any present or past obligation either real or anticipated concerning such state routes; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the State and the Sheriff's Department do agree as follows.

## AGREEMENT

## Article 1. Contract Period

This contract becomes effective on the date when signed by the last party whose signing makes the agreement fully executed, and it shall end three years from that date unless an amendment is executed or the agreement is terminated as hereinafter provided.

## Article 2. Scope of Work

The Sheriff's Department shall perform maintenance on the state highway routes or portions thereof included in Exhibit A, "Maintenance of State Highways." Exhibit A may be changed at any time during this agreement when agreed to in writing by the State and the Sheriff's Department.

The Sheriff's Department shall undertake, perform, and complete all work as herein authorized:

1. Notify the State a minimum of 24 hours before beginning work, giving the location where the work will be performed.
2. Provide Traffic Control in accordance with the Texas Manual for Uniform Traffic Control Devices.
3. Coordinate with the local TxDOT maintenance office during regular business hours for the delivery or pickup of any materials or equipment furnished by the State for the project.

The State shall be responsible for the following:

1. Furnish all materials at mutually agreed locations for each project.
2. Set up Traffic Control in accordance with the Texas Manual for Uniform Traffic Control Devices.


## Article 3. Liability

Each party acknowledges that it is not an agent, servant or employee of the other party, and is responsible for its own acts and deeds and for those of its agents or employees during the term of this contract.

## Article 4. Termination

This agreement may be terminated before the completion date established in Article 1, Contract Period, by any of the following conditions:
A. By mutual consent and agreement of both parties hereto.
B. By the State, by notice in writing to the Sheriff's Department as a consequence of failure by the Sheriff's Department to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Sheriff's Department.
C. By the State or the Sheriff's Department, for reasons of its own and not subject to mutual consent of the other, upon not less than thirty days written notice one to the other.

## Article 5. Observation of Work

The State shall have the right at all reasonable times to observe or otherwise inspect the work performed or being performed and the premises in which it is being performed. This observation shall in no way constitute supervision of the Sheriff's Department performance by the State but shall be performed for safety, aesthetic, and planning purposes.

IN WITNESS WHEREOF, the State and the Sheriff's Department have signed duplicate counterparts.

## THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By Dennis R. Cooley, P.E. District Engineer, Lufkin District

Sabine COUNTY SHERIFF'S DEPARTMENT


For the purpose of this agreement, the following addresses shall be used to mail all correspondence:

For the Sheriff's Department:
Sabine County Sheriff's Office
PO Box 848
Hemphill TX 75948
Attn: Tom Maddox

For the State:
TxDOT
1805 N Timberland Dr
Lufkin TX 75901
Attn: Judy Carrell

EXHIBIT A

## scope OF work and location of state highways

Trustees from Sabine County Jail will pick up litter along state right-of-way. All Trustees will wear safety vests, furnished by TxDOT and bag litter in state furnished bags. Bagged litter will be left on right-of-way and TxDOT will pickup for proper disposal TxDOT will furnish signs for traffic control. Roadways will be assigned by Sabine County Maintenance Supervisor, Kendall Raymond, 5 days prior to pickup. Sabine County Jailer will be responsible for daily entries in diary, stating the roadway and date of pickup and placing and removing traffic control signs daily

## 를르ㄹㅡㅡㄹ

# Cost Summary for Sabine County Justice of the Peace Case Management 



## NET

January 25, 2008

## Cost Summary

- Justice of the Peace Case Management Application $\mathbf{\$ 1 3 , 5 0 0}$
- Onsite Training (60 Hours) \$ 6,000
- Annual Maintenance \& Support ~J.P. Case
\$ 4,000
- Data Conversion
\$ 3,000
- IBM Series Server (including installation)
\$ 22,358*
Discount
\$(1,624)
*See Attachment


## TOTAL COST:

\$47,234

Many of our customers choose to finance technology for various reasons. Based on planning rates supplied by Government Capital, LLC, the above hardware and software solution could be lease purchased through Government Capital, LLC for the following. This DOES NOT include annual maintenance, since that is an annual agreement. The planning rates can change based on credit ratings and the market.

## 60 month Lease Purchase <br> $\mathbf{\$ 8 3 3}$ /month

All pricing and costs included are valid for 90 days from proposal date unless extended in writing by NET Data.

P.O. Box 422

Sulphur Springs, TX 75483
(800) 465-5127
www.netdatacorp.net

## County of Sabine

P.O. Box 716

Hemphill, Texas 75948
Charles E. Watson


## A COURT ORDER ADOPTING THE COUNTY OF SABINE HAZARD MITIGATION ACTION PLAN.

## STATE OF TEXAS

## COUNTY OF SABINE

WHEREAS, the County of Sabine has developed a Hazard Mitigation Action Plan to serve as a guiding document for local officials.

WHEREAS, the Hazard Mitigation Action Plan will be utilized by elected officials, county staff and community members to ensure continuity of future mitigation programs and policies.

NOW, THEREFORE BE IT ORDAINED by the Commissioner's Court of the County of Sabine, Texas, that the Hazard Mitigation Action Plan is hereby adopted.

PASSED AND APPROVED this the $\qquad$ day of January 2008.

ATTEST:



Date: January 28, 2008

Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following line-item transfers:

|  | FUND | DEPT. | ACCOUNT | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
| FROM: | General | Non-Departmental | Capital Reserve | $\$ 6,551.00$ |
| TO: | General | Tax Assessor/Collector | Tax Appraisal District | $\$ 6,551.00$ |



VoL VV PG 410

## LINE-ITEM TRANSFERS

Date: January 28, 2008

Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following line-item transfers:

|  | FUND | DEPT. | ACCOUNT | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
| FROM: | Convention Center | Convention Center | Building Expense | $\$ 20,000.00$ |
| TO: | Convention Center | Convention Center | Transfers to Hotel/Motel | $\$ 20,000.00$ |


vol VV PG 411

## BUDGET AMENDMENT

Date: January 28, 2008

Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following budget amendments:

|  | FUND | DEPT. | ACCOUNT | AMOUNT |
| :--- | :--- | :--- | :--- | :--- |
| TO: | General | District Clerk | Judiciary Reimbursement | $\$ 400.00$ |
|  |  |  |  |  |
| TO: | General | District Clerk | School | $\$ 400.00$ |

This budget amendment is to allow my reimbursements from school expenses to be put back into my 2008 operating budget.

vo VV PG 412

## BUDGET AMENDMENT

Date: January 28, 2008

## Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following budget amendments:


This budget amendment is to allow for the collection of the Hotel/Motel tax being put back into place for collection beginning January 1, 2008


Date: January 28, 2008

Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following budget amendments:

|  | FUND | DEPT. | ACCOUNT |
| :---: | :---: | :---: | :---: | AMOUNT

This budget amendment is to reduce my carryover funds to reflect the actual amount carried over from prior year. The actual carryover was lower than the amount budgeted.

vol VVPG414

## BUDGET AMENDMENT

Date: January 28, 2008

Honorable Commissioners Court of Sabine County:

I submit to you for your consideration the following budget amendments:

|  | FUND | DEPT. | ACCOUNT |
| :--- | :---: | :---: | :---: | AMOUNT

This budget amendment is to reduce my carryover funds to reflect the actual amount carried over from prior year. The actual carryover was lower than the amount budgeted

vo r VV PG 415

## THE STATE OF TEXAS

## COUNTY OF SABINE

For good and valuable consideration and to serve a public purpose, the receipt of which is hereby acknowledged, Sabine County, Texas quitclaims unto Deep East Texas Electric Cooperative, Inc. P.O. Box 736, San Augustine, Texas and to its successors or assigns, the right to enter upon the below described property situated in Sabine County, Texas and generally described as follows:

A thirty (30) foot electrical power line easement to cross Flees St, at the N.E. comer of Brookeland I.S.D. property. (will cross sixty ( 60 ) foot fight of way for Sherman Ave. for town of Brookeland) Electrical line to serve Brookeland I.S.D.

And to place, construct, operate, repair, maintain, relocate and replace thereon and in, or upon all streets, roads or highways abutting the above described lands, an electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electrical line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Sabine County, Texas does not covenant or warrant that it is the owner of the land or that the land is free and clear of encumbrances, liens, or rights of others and this quitclaim easement is conditioned and contingent on Sabine County, Texas owning the above described property or having the right to convey this easement.

The undersigned agrees) that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this the $31^{\rho f}$ day of avery, 2008


THE STATE OF TEXAS,


COUNTY OF SABINE



[^0]:    *V - Denotes Voided Check Entries

[^1]:    *V - Denotes Voided Check Entries

[^2]:    V - Denotes Voided Check Entries

[^3]:    V - Denotes Voided Check Entries

[^4]:    v - Denotes Voided Check Entries

[^5]:    V - Denotes Voided Check Entries

