

Monday, September 14, 2009, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

Charles Watson	County Judge
Keith Clark	Commissioner Pct. #1
Jimmy McDaniel	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Watson called the meeting to order and Commissioner Dickerson led the Court in prayer.

#### Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the August 24<sup>th</sup> regular, August 26<sup>th</sup> public hearing and August 31<sup>st</sup> public hearing sessions of Court. Commissioner McDaniel seconded. All voted for. Motion carried.

#### Agenda item #2-Reports

Commissioner Clark moved to accept the reports from the County Clerk, Treasurer and both Extension Agents. Commissioner McDaniel seconded. All voted for. Motion carried.

#### Agenda item #3-Budget Amendments

No budget amendments were submitted.

#### Agenda item #14-Discuss with Possible Action Relating to the Creation of a District Court Records Technology Fund

District Clerk, Tanya Walker, presented the Court with a request for Court's approval of a \$5.00 District Court Archive fee under SB 1685. She presented that the fee would be used for metal shelving and imaging systems.

Commissioner Dickerson moved for Court approval. Commissioner Warner seconded. All voted for. Motion carried. See attached copy.

#### Agenda item #9-Discuss with Possible Action on Rural Waiver Request to Department of Aging and Disability Services

Commissioner Clark moved to approve the request. Commissioner Warner seconded. All voted for. Motion carried.

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Judge Watson said it is his understanding that each Commissioner has polled his precinct to get input from their local residents and they have not received any negative reactions.

Judge Watson requested that Bartholdi Enterprises address a letter of surety to this Court saying that they will make sure that our local contractors are included in the bidding process. They are in agreement to this.

Agenda item #16-Discuss with Possible Action on Dept. of Agriculture Grant for East Sabine Nutrition Center

Maurice Patterson and others connected with the East Sabine Senior Citizens Center met with the Court to request support financially by passing a Resolution. See attached copy of Resolution.

Judge Watson moved to approve the Resolution. Commissioner Warner seconded. Commissioners McDaniel, Dickerson, Warner and Judge Watson voted for. Commissioner Clark abstained because he is on the Board. Motion carried. See attached copy.

Agenda item #15-Discuss with Possible Action on Future Development and Historic Designation for Downtown Square

Weldon McDaniel, representing Sabine County Historical Commission, met with the Court concerning activities to have certain buildings declared as historical landmarks in the downtown-square and surrounding area.

The Court thanked Mr. McDaniel for his efforts in recognizing and preserving Sabine County history.

No action was taken.

Agenda item #6-Discuss with Possible Action on Letter of Endorsement for Film Industry in Sabine County

Laurie Durisoe, Executive Director of East Texas Film Commission, met with the Court to give information concerning the film industry and the possibilities that Sabine County holds. She asked for a letter of endorsement from the Court.

Commissioner Clark moved to give a letter of endorsement.

Commissioner McDaniel seconded. All voted for. Motion carried.

Agenda item #4-Discuss with Possible Action on Tuttle Road, Pct. #3

Commissioner Dickerson said he has a bridge that is in bad shape on this road. He said TXDOT inspected the bridge this year and Nancy said it would probably be the last of October before we hear from Austin. Tommy

Burkes has given us permission to use a road around this bridge but he would like to have the Court's permission to use this road also.

Commissioner Dickerson moved to use this temporary road around this bridge as long as necessary. Commissioner Warner seconded. All voted for. Motion carried.

Agenda item #5-Discuss with Possible Action on Requested Name Change for Lickskillet Road Back to Cooper Road-Arlon Cooper

Mr. Cooper said on behalf of the petition with over 100 names, he request that the Court right the wrong that was done in naming "Cooper Road" "Lickskillet Road." This was done without folks on this petition not knowing about it. He said he and his family would pay the cost of changing the road name.

Commissioner Clark asked why it has taken so long to come to Court to ask for it to be changed.

Mr. Cooper said he did not know it had been changed. He said he has been up there and there has not been a sign.

Commissioner Warner said that is a problem with having road names instead of numbers. The signs frequently get stolen. He said this road was named before he became Commissioner. He said he has had request before on roads where people have moved and new owners come in and want the road changed to their name. It is quite expensive to change road names. It has been the Court's unwritten policy not to change road names because of the expense and constant request to change names.

The 911 Coordinator said that it is not just changing a road sign. It would mean people changing their 911 addresses, post office addresses, state road maps etc.

Commissioner Warner moved to not change the road name from "Lickskillet" to "Cooper Road." Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #7-Set and Adopt County Holidays Schedule for 2010

Commissioner Clark moved to approve the holiday schedule for 2010. Commissioner McDaniel seconded. All voted for. Motion carried. See attached copy of schedule.

Agenda item #8-Discuss with Possible Action to Reschedule the Commissioners' Court Meeting from Oct. 12, 2009 to Oct. 13, 2009

Commissioner Clark moved to reschedule the Commissioners' Court meeting from October 12, 2009 to October 13, 2009. Commissioner Warner seconded. All voted for. Motion carried.

Agenda item #10-Discuss with Possible Action on Correction to Interest Rate for Item #18 in July 13, 2009 Minutes

Commissioner Warner said the rate of interest for the side boom mower should have been 3.25 percent instead of 2.5.

Commissioner Clark moved to correct the rate of interest to 3.25. Commissioner Warner seconded. All voted for. Motion carried.

Agenda item #11-Discuss with Possible Action on Revised Model Subdivision Rules

Judge Watson said this was run through the County Attorney and only 2 or 3 changes needed to be made. The changes are on page 2 to change TNRCC to TCEQ and section 3.2 changes professional engineer to licensed engineer.

Commissioner Dickerson moved to accept these changes. Commissioner Clark seconded. All voted for. Motion carried. Agenda item #12-Discuss with Possible Action on Robins Circle in Pct. #4

Commissioner Warner said this road has never been named. It is located in Well's Subdivision.

Commissioner Warner moved to name this road "Robins Circle." Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #13-Discuss with Possible Action on Winn Lane in Pct. #4

Commissioner Warner said this is another road that was never named. It is located in the Thomas Johnson Community.

Commissioner Warner moved to name this unnamed road "Winn Lane." Commissioner McDaniel seconded. All voted for. Motion carried.

Agenda item #17-Discuss with Possible Action on Model Ordinance for Outside Sewer System Facilities

Judge Watson said Gordon was to address this issue but he and the Sheriff are attending a Homeland Security meeting.

Commissioner Clark moved to table this agenda item to the September 28<sup>th</sup> meeting. Commissioner McDaniel seconded. All voted for. Motion carried.

Agenda item #18-Recognize County Clerk for Continuing Education Hours

The Court recognized the County Clerk for completing 14 hours of continuing education at the Secretary of State Election Law Seminar.

Agenda item #19-Pay Accounts and Salaries

Commissioner Clark moved to pay the accounts and salaries. Commissioner McDaniel seconded. All voted for. Motion carried.

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

Charles E. Watson CHARLES WATSON

Keith Clark KEITH CLARK

Jimmy McDaniel JIMMY MCDANIEL

Doyle Dickerson DOYLE DICKERSON

Fayne Warner FAYNE WARNER

ATTEST: COUNTY CLERK

Janice McDaniel JANICE MCDANIEL

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>BOBB BOB BARKER COMPANY, INC.</b>										
UT1000130627	08/27/09	09/11/09	10/11/09							
2- SOAP, DEOD.WRPD 1.25 OZ 500EA		6313.560		\$111.90						\$111.90
FREIGHT		6313.560		\$48.65						\$48.65
INVOICE UT1000130627 TOTALS:				\$160.55	\$0.00	\$0.00				\$160.55
BOB BARKER COMPANY, INC. TOTALS:				\$160.55	\$0.00	\$0.00				\$160.55
<b>BRBR BROOKSHIRE BROS. FOOD/PHARMCY</b>										
081709	08/17/09	09/11/09	10/01/09							
OVER THE COUNTER DRUGS		6543.560		\$18.79						\$18.79
INVOICE 081709 TOTALS:				\$18.79	\$0.00	\$0.00				\$18.79
<b>1124343</b>										
RX 1124343; JOHN RENFROE	08/20/09	09/11/09	10/04/09							
		6543.560		\$16.99						\$16.99
INVOICE 1124343 TOTALS:				\$16.99	\$0.00	\$0.00				\$16.99
BROOKSHIRE BROS. FOOD/PHARMCY TOTALS:				\$35.78	\$0.00	\$0.00				\$35.78
<b>BROK BROOKSHIRE BROS FOOD/PHARMACY</b>										
75688	07/27/09	09/11/09	09/10/09							
11 BREAKFAST		6542.560		\$32.89						\$32.89
BREAD, MILK & JUICE		6542.560		\$19.78						\$19.78
CHEESE & LUNCH MEAT		6542.560		\$27.46						\$27.46
EGGS		6542.560		\$2.03						\$2.03
COOKIES		6542.560		\$5.64						\$5.64
COFFEE		6542.560		\$27.12						\$27.12
MAYO, TABASCO, PEPPER SAUCE		6542.560		\$8.64						\$8.64
COOKING SPRAY		6542.560		\$1.77						\$1.77
PAPER TOWELS		6313.560		\$7.79						\$7.79
INVOICE 75688 TOTALS:				\$133.12	\$0.00	\$0.00				\$133.12
<b>75695</b>										
10 BREAKFAST	07/29/09	09/11/09	09/12/09							
		6542.560		\$29.90						\$29.90
BREAD, MILK & JUICE		6542.560		\$17.82						\$17.82
LUNCH MEAT		6542.560		\$19.96						\$19.96
CHILI		6542.560		\$2.05						\$2.05
CEREAL & MALT O MEAL		6542.560		\$12.46						\$12.46
MARGARINE		6542.560		\$1.99						\$1.99

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
PUREX DETERGENT		6313.560		\$3.69						\$3.69
BOWL BRUSH		6313.560		\$6.38						\$6.38
INVOICE 75695 TOTALS:				\$94.25	\$0.00	\$0.00				\$94.25
<b>74602</b>	<b>07/30/09</b>	<b>09/11/09</b>	<b>09/13/09</b>							
CHILI		6542.560		\$1.34						\$1.34
ONIONS		6542.560		\$1.02						\$1.02
SMOKED HOCKS		6542.560		\$5.14						\$5.14
INVOICE 74602 TOTALS:				\$7.50	\$0.00	\$0.00				\$7.50
<b>74603</b>	<b>07/31/09</b>	<b>09/11/09</b>	<b>09/14/09</b>							
11 BREAKFAST		6542.560		\$32.89						\$32.89
BREAD, MILK & JUICE		6542.560		\$17.00						\$17.00
COOKIES		6542.560		\$10.35						\$10.35
MALT O MEAL		6542.560		\$8.27						\$8.27
SALT/PEPPER SHAKER		6542.560		\$1.59						\$1.59
INVOICE 74603 TOTALS:				\$70.10	\$0.00	\$0.00				\$70.10
<b>74609</b>	<b>08/03/09</b>	<b>09/11/09</b>	<b>09/17/09</b>							
13 BREAKFAST		6542.560		\$38.87						\$38.87
BREAD, MILK & JUICE		6542.560		\$18.32						\$18.32
MALT O MEAL		6542.560		\$9.18						\$9.18
PEPPER SAUCE		6542.560		\$3.38						\$3.38
LUNCH MEAT		6542.560		\$11.52						\$11.52
INVOICE 74609 TOTALS:				\$81.27	\$0.00	\$0.00				\$81.27
<b>74616</b>	<b>08/05/09</b>	<b>09/11/09</b>	<b>09/19/09</b>							
10 BREAKFAST		6542.560		\$29.90						\$29.90
BREAD, MILK & JUICE		6542.560		\$19.50						\$19.50
CHEESE & LUNCH MEAT		6542.560		\$47.40						\$47.40
SAUSAGE		6542.560		\$3.99						\$3.99
FOLGERS		6542.560		\$27.12						\$27.12
BOWLS & PLATES		6542.560		\$5.12						\$5.12
BATTERIES		6500.560		\$17.87						\$17.87
INVOICE 74616 TOTALS:				\$150.90	\$0.00	\$0.00				\$150.90
<b>74625</b>	<b>08/07/09</b>	<b>09/11/09</b>	<b>09/21/09</b>							
9 BREAKFAST		6542.560		\$26.91						\$26.91
MILK, JUICE, BUNS & BREAD		6542.560		\$17.98						\$17.98
CEREAL		6542.560		\$4.00						\$4.00

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

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Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
CHILI		6542.560		\$3.78						\$3.78
OIL		6542.560		\$2.49						\$2.49
MAYO		6542.560		\$2.69						\$2.69
WEINERS & LUNCH MEAT		6542.560		\$18.95						\$18.95
BOWL DEODORIZER		6313.560		\$4.44						\$4.44
CASCADE		6313.560		\$4.69						\$4.69
INVOICE 74625 TOTALS:				\$85.93	\$0.00	\$0.00				\$85.93
<b>74631</b>	<b>08/10/09</b>	<b>09/11/09</b>	<b>09/24/09</b>							
10 BREAKFAST		6542.560		\$29.90						\$29.90
BREAD, BUNS, MILK & JUICE		6542.560		\$13.21						\$13.21
COFFEE		6542.560		\$13.56						\$13.56
WEINERS & LUNCH MEAT		6542.560		\$18.95						\$18.95
EGGS		6542.560		\$2.10						\$2.10
COOKIES		6542.560		\$8.28						\$8.28
CHEESE		6542.560		\$4.58						\$4.58
CHILI		6542.560		\$1.59						\$1.59
MALT O MEAL		6542.560		\$7.48						\$7.48
INVOICE 74631 TOTALS:				\$99.65	\$0.00	\$0.00				\$99.65
<b>74629</b>	<b>08/12/09</b>	<b>09/11/09</b>	<b>09/26/09</b>							
12 BREAKFAST		6542.560		\$29.88						\$29.88
BREAD, MILK & JUICE		6542.560		\$12.83						\$12.83
MAYO & MUSTARD		6542.560		\$6.36						\$6.36
SUGAR		6542.560		\$4.59						\$4.59
LUNCH MEAT		6542.560		\$7.98						\$7.98
PEPPER SAUCE		6542.560		\$1.69						\$1.69
HVR ORIGINAL		6542.560		\$4.47						\$4.47
INVOICE 74629 TOTALS:				\$67.80	\$0.00	\$0.00				\$67.80
<b>74637</b>	<b>08/14/09</b>	<b>09/11/09</b>	<b>09/28/09</b>							
14 BREAKFAST		6542.560		\$34.86						\$34.86
MILK, JUICE, BUNS & BREAD		6542.560		\$19.59						\$19.59
JALAPENO PEPPERS & ONIONS		6542.560		\$3.30						\$3.30
WEINERS & LUNCH MEAT		6542.560		\$10.97						\$10.97
CHEESE		6542.560		\$14.97						\$14.97
FOIL		6542.560		\$0.97						\$0.97
INVOICE 74637 TOTALS:				\$84.66	\$0.00	\$0.00				\$84.66
<b>74638</b>	<b>08/15/09</b>	<b>09/11/09</b>	<b>09/29/09</b>							

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GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
MILK & JUICE		6542.560		\$7.68						\$7.68
BREAD		6542.560		\$5.88						\$5.88
CHILI		6542.560		\$4.10						\$4.10
LUNCH MEAT		6542.560		\$7.98						\$7.98
INVOICE 74638 TOTALS:				\$25.64	\$0.00	\$0.00				\$25.64
<b>74641</b>	<b>08/17/09</b>	<b>09/11/09</b>	<b>10/01/09</b>							
13 BREAKFAST		6542.560		\$32.37						\$32.37
BREAD, MILK, JUICE & BUNS		6542.560		\$15.90						\$15.90
CHEESE, LUNCH MEAT & WEINERS		6542.560		\$21.24						\$21.24
COOKIES		6542.560		\$14.33						\$14.33
BOTTLE BRUSH		6313.560		\$3.29						\$3.29
INVOICE 74641 TOTALS:				\$87.13	\$0.00	\$0.00				\$87.13
<b>73049</b>	<b>08/19/09</b>	<b>09/11/09</b>	<b>10/03/09</b>							
13 BREAKFAST		6542.560		\$38.87						\$38.87
BREAD, MILK, BUNS & JUICE		6542.560		\$25.06						\$25.06
WEINERS & LUNCH MEAT		6542.560		\$18.95						\$18.95
CHILI		6542.560		\$2.05						\$2.05
PEPPER SAUCE		6542.560		\$1.69						\$1.69
INVOICE 73049 TOTALS:				\$86.62	\$0.00	\$0.00				\$86.62
<b>73010</b>	<b>08/21/09</b>	<b>09/11/09</b>	<b>10/05/09</b>							
12 BREAKFAST		6542.560		\$35.88						\$35.88
BREAD, JUICE & MILK		6542.560		\$12.63						\$12.63
EGGS		6542.560		\$2.10						\$2.10
CHIPS & COOKIES		6542.560		\$24.49						\$24.49
CHEESE		6542.560		\$12.39						\$12.39
INVOICE 73010 TOTALS:				\$87.49	\$0.00	\$0.00				\$87.49
BROOKSHIRE BROS FOOD/PHARMACY TOTALS:				\$1,162.06	\$0.00	\$0.00				\$1,162.06
<b>BURK</b>	<b>BURKE CENTER</b>									
<b>091009</b>	<b>09/02/09</b>	<b>09/10/09</b>	<b>10/17/09</b>							
ANNUAL CONTRIBUTION		6317.409		\$9,602.00						\$9,602.00
INVOICE 091009 TOTALS:				\$9,602.00	\$0.00	\$0.00				\$9,602.00
BURKE CENTER TOTALS:				\$9,602.00	\$0.00	\$0.00				\$9,602.00

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>DEMC DEBBIE MCCROSKEY</b>										
091109	09/08/09	09/11/09	10/23/09							
60 MILES R/T TO JASPER TXDOT MEETING		6470.499		\$30.00						\$30.00
INVOICE 091109 TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00
DEBBIE MCCROSKEY TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00
<b>DEOS DEDICATED OFFICE SERVICES</b>										
0195	08/27/09	09/11/09	10/11/09							
INCREASE TO 1 GIG		6450.475		\$70.00						\$70.00
SERVICE CHARGE		6450.475		\$87.50						\$87.50
INVOICE 0195 TOTALS:				\$157.50	\$0.00	\$0.00				\$157.50
DEDICATED OFFICE SERVICES TOTALS:				\$157.50	\$0.00	\$0.00				\$157.50
<b>DIPA DIXIE PAPER COMPANY</b>										
84716	08/18/09	09/11/09	10/02/09							
8 OZ WHITE FOAM CUP 1000		6542.560		\$42.64						\$42.64
12 OZ WHITE FOAM CUP 1000		6542.560		\$46.02						\$46.02
INVOICE 84716 TOTALS:				\$88.66	\$0.00	\$0.00				\$88.66
84717	08/18/09	09/11/09	10/02/09							
ANGEL SOFT 2PLY TISSUE 450/80		6313.560		\$69.59						\$69.59
INVOICE 84717 TOTALS:				\$69.59	\$0.00	\$0.00				\$69.59
84718	08/18/09	09/11/09	10/02/09							
2PLY KITCHEN TOWEL 30RL		6313.560		\$30.84						\$30.84
INVOICE 84718 TOTALS:				\$30.84	\$0.00	\$0.00				\$30.84
DIXIE PAPER COMPANY TOTALS:				\$189.09	\$0.00	\$0.00				\$189.09
<b>DONS DON'S AUTO SALVAGE &amp; OILFIELD</b>										
19905	08/15/09	09/11/09	09/29/09							
STATE INSPECTION ON SHERIFF F150		6451.560		\$14.50						\$14.50
INVOICE 19905 TOTALS:				\$14.50	\$0.00	\$0.00				\$14.50
DON'S AUTO SALVAGE & OILFIELD TOTALS:				\$14.50	\$0.00	\$0.00				\$14.50

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>DOPD DONOVAN PAUL DUDINSKY</b>										
6378	08/14/09	09/10/09	09/28/09							
CAUSE # CR-6378; MIKE CONNER		6531.435		\$350.00						\$350.00
										\$350.00
				INVOICE 6378 TOTALS:	\$350.00	\$0.00				\$0.00
6528	08/28/09	09/10/09	10/12/09							
CAUSE # 6528; THOMAS STILWELL		6531.435		\$350.00						\$350.00
										\$350.00
				INVOICE 6528 TOTALS:	\$350.00	\$0.00				\$0.00
				DONOVAN PAUL DUDINSKY TOTALS:	\$700.00	\$0.00				\$0.00
<b>ELEL ELLIOTT ELECTRIC SUPPLY</b>										
22-06863-01	08/14/09	09/11/09	09/28/09							
30- T2.5 120V MINI BAYONET BA		6450.560		\$69.00						\$69.00
										\$69.00
				INVOICE 22-06863-01 TOTALS:	\$69.00	\$0.00				\$0.00
				ELLIOTT ELECTRIC SUPPLY TOTALS:	\$69.00	\$0.00				\$0.00
<b>EPSS EUGENE PROCELLA SERVICE STA.</b>										
091009	08/21/09	09/10/09	10/05/09							
21.4 GALLONS GASOLINE		6106.435		\$59.00						\$59.00
										\$59.00
				INVOICE 091009 TOTALS:	\$59.00	\$0.00				\$0.00
091009-2	09/04/09	09/10/09	10/19/09							
15.2 GALLONS GASOLINE		6106.435		\$42.00						\$42.00
										\$42.00
				INVOICE 091009-2 TOTALS:	\$42.00	\$0.00				\$0.00
				EUGENE PROCELLA SERVICE STA. TOTALS:	\$101.00	\$0.00				\$0.00
<b>EXRA EXCEL REPORTING &amp; ASSOCIATES</b>										
17622	05/11/09	09/10/09	06/25/09							
1/2 DAY OF COURT ON 4/29/09		6534.435		\$150.00						\$150.00
110 MILES		6534.435		\$49.50						\$49.50
										\$199.50
				INVOICE 17622 TOTALS:	\$199.50	\$0.00				\$0.00
				EXCEL REPORTING & ASSOCIATES TOTALS:	\$199.50	\$0.00				\$0.00
<b>GOTH GORDON THIBODEAUX</b>										

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>1703</b> ANNUALLY UPDATED BOOK	<b>08/31/09</b>	<b>09/10/09</b> 6310.405	<b>10/15/09</b>	\$20.00						\$20.00
INVOICE 1703 TOTALS:				\$20.00	\$0.00	\$0.00				\$20.00
GORDON THIBODEAUX TOTALS:				\$20.00	\$0.00	\$0.00				\$20.00
<b>GTDI</b> <b>GT DISTRIBUTORS, INC.</b>										
<b>0278749</b> 2- TASER BLADE TECH HOLSTER X26 LH FREIGHT	<b>08/14/09</b>	<b>09/11/09</b> 6500.560 6500.560	<b>09/28/09</b>	\$99.90 \$10.95						\$99.90 \$10.95
INVOICE 0278749 TOTALS:				\$110.85	\$0.00	\$0.00				\$110.85
GT DISTRIBUTORS, INC. TOTALS:				\$110.85	\$0.00	\$0.00				\$110.85
<b>JAMC</b> <b>JANICE MCDANIEL</b>										
<b>06936</b> REIMBURSE FOR COMM. COURT TAPES	<b>09/03/09</b>	<b>09/10/09</b> 6310.403	<b>10/18/09</b>	\$20.09						\$20.09
INVOICE 06936 TOTALS:				\$20.09	\$0.00	\$0.00				\$20.09
JANICE MCDANIEL TOTALS:				\$20.09	\$0.00	\$0.00				\$20.09
<b>JAPC</b> <b>JASPER PRINTING COMPANY</b>										
<b>4710</b> BUSINESS CARDS 1000- TOM MADDOX	<b>08/17/09</b>	<b>09/11/09</b> 6325.560	<b>10/01/09</b>	\$89.95						\$89.95
INVOICE 4710 TOTALS:				\$89.95	\$0.00	\$0.00				\$89.95
JASPER PRINTING COMPANY TOTALS:				\$89.95	\$0.00	\$0.00				\$89.95
<b>JCOX</b> <b>JEFF COX</b>										
<b>091109</b> 300 MILES R/T TO SCHOOL IN AUGUST 543 MILES FROM APRIL - AUGUST	<b>09/11/09</b>	<b>09/11/09</b> 6470.455 6441.455	<b>10/26/09</b>	\$150.00 \$271.50						\$150.00 \$271.50
INVOICE 091109 TOTALS:				\$421.50	\$0.00	\$0.00				\$421.50
JEFF COX TOTALS:				\$421.50	\$0.00	\$0.00				\$421.50
<b>JECM</b> <b>SOUTHEAST TX FORENSIC CENTER</b>										
<b>09-0854</b>	<b>08/20/09</b>	<b>09/10/09</b> 10/04/09								

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
AUTOPSY- 09-0854; SHIRLEY ISGITT		6610.409		\$1,500.00						\$1,500.00
				<u>\$1,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,500.00</u>
				INVOICE 09-0854 TOTALS:						
09-0864	08/26/09	09/10/09	10/10/09							
AUTOPSY- 09-0864; CHRISTOPHER GREER		6610.409		\$1,500.00						\$1,500.00
				<u>\$1,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,500.00</u>
				INVOICE 09-0864 TOTALS:						
				<u>\$3,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$3,000.00</u>
				SOUTHEAST TX FORENSIC CENTER TOTALS:						
JOLK										
JOHNNY'S LOCK & KEY										
2125	08/25/09	09/10/09	10/09/09							
5 KEYS		6450.408		\$9.25						\$9.25
				<u>\$9.25</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$9.25</u>
				INVOICE 2125 TOTALS:						
				<u>\$9.25</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$9.25</u>
				JOHNNY'S LOCK & KEY TOTALS:						
				<u>\$9.25</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$9.25</u>
KCDR										
K-C DRUGS #2										
54427	08/01/09	09/11/09	09/15/09							
RX 550878; LARANDA ALEXANDER		6543.560		\$8.20						\$8.20
RX 550879; LARANDA ALEXANDER		6543.560		\$114.55						\$114.55
				<u>\$122.75</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$122.75</u>
				INVOICE 54427 TOTALS:						
				<u>\$122.75</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$122.75</u>
54593	08/17/09	09/11/09	10/01/09							
UPS SHIPPING		6315.560		\$17.17						\$17.17
				<u>\$17.17</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$17.17</u>
				INVOICE 54593 TOTALS:						
				<u>\$17.17</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$17.17</u>
				K-C DRUGS #2 TOTALS:						
				<u>\$139.92</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$139.92</u>
LBES										
LARRY BEASLEY ELECTRIC SERVICE										
091009	09/10/09	09/10/09	10/25/09							
LIGHTS IN PROBATION, 2ND FLOOR HALL, JP OFFICE LABOR		6450.408		\$140.00						\$140.00
BALLASTS		6450.408		\$140.00						\$140.00
BULBS		6450.408		\$70.00						\$70.00
				<u>\$350.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$350.00</u>
				INVOICE 091009 TOTALS:						
				<u>\$350.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$350.00</u>
				LARRY BEASLEY ELECTRIC SERVICE TOTALS:						
				<u>\$350.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$350.00</u>

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>LEXN</b> <b>LEXISNEXIS</b>										
90534077	08/26/09	09/11/09	10/10/09							
TX TRAFFIC LAWS 2009 EDITION		6310.455		\$25.00						\$25.00
SHIPPING & HANDLING		6310.455		\$8.47						\$8.47
INVOICE 90534077 TOTALS:				\$33.47	\$0.00	\$0.00				\$33.47
LEXISNEXIS TOTALS:				\$33.47	\$0.00	\$0.00				\$33.47
<b>LONE</b> <b>LONE STAR UNIFORMS</b>										
147821	08/28/09	09/11/09	10/12/09							
MJ LIME GRN RAIN CT W/SHERIFF		6540.560		\$39.95						\$39.95
FREIGHT		6540.560		\$8.00						\$8.00
INVOICE 147821 TOTALS:				\$47.95	\$0.00	\$0.00				\$47.95
LONE STAR UNIFORMS TOTALS:				\$47.95	\$0.00	\$0.00				\$47.95
<b>MARS</b> <b>MARTHA STONE</b>										
091109	09/08/09	09/11/09	10/23/09							
100 MILES R/T TO PINELAND TO CLOSE-OUT		6441.499		\$50.00						\$50.00
INVOICE 091109 TOTALS:				\$50.00	\$0.00	\$0.00				\$50.00
091109-2	09/08/09	09/11/09	10/23/09							
60 MILES R/T TO JASPER		6470.499		\$30.00						\$30.00
INVOICE 091109-2 TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00
MARTHA STONE TOTALS:				\$80.00	\$0.00	\$0.00				\$80.00
<b>MIRA</b> <b>MIKE RATCLIFF</b>										
6486	08/27/09	09/10/09	10/11/09							
CAUSE # 6486; BILL VAN ALLEN WILLIA		6531.435		\$350.00						\$350.00
INVOICE 6486 TOTALS:				\$350.00	\$0.00	\$0.00				\$350.00
MIKE RATCLIFF TOTALS:				\$350.00	\$0.00	\$0.00				\$350.00
<b>MISA</b> <b>MIKE'S SANITATION</b>										
091009	09/01/09	09/10/09	10/16/09							
TRASH FOR JULY & AUGUST		6614.409		\$200.00						\$200.00
INVOICE 091009 TOTALS:				\$200.00	\$0.00	\$0.00				\$200.00

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>MIKE'S SANITATION TOTALS:</b>				<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$200.00</b>
<b>MLAR</b>	<b>MID LAKE AUTO REPAIR</b>									
<b>10997</b>	<b>08/07/09</b>	<b>09/11/09</b>	<b>09/21/09</b>							
GASKET		6451.560		\$7.60						\$7.60
MANIFOLD		6451.560		\$94.95						\$94.95
STUDS		6451.560		\$2.90						\$2.90
R/R RH SIDE EXHAUST MANIFOLD		6451.560		\$117.00						\$117.00
INVOICE 10997 TOTALS:				\$222.45	\$0.00	\$0.00				\$222.45
<b>5681</b>	<b>08/13/09</b>	<b>09/11/09</b>	<b>09/27/09</b>							
ROTATE UNIT #11		6451.560		\$15.00						\$15.00
INVOICE 5681 TOTALS:				\$15.00	\$0.00	\$0.00				\$15.00
<b>5712</b>	<b>08/31/09</b>	<b>09/11/09</b>	<b>10/15/09</b>							
STATE INSPECTION UNIT 05		6451.560		\$14.50						\$14.50
INVOICE 5712 TOTALS:				\$14.50	\$0.00	\$0.00				\$14.50
<b>MID LAKE AUTO REPAIR TOTALS:</b>				<b>\$251.95</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$251.95</b>
<b>NAPH</b>	<b>NAPA AUTO PARTS - HEMPHILL</b>									
<b>416683</b>	<b>08/06/09</b>	<b>09/11/09</b>	<b>09/20/09</b>							
FUEL FILTER		6451.560		\$3.73						\$3.73
INVOICE 416683 TOTALS:				\$3.73	\$0.00	\$0.00				\$3.73
<b>416960</b>	<b>08/10/09</b>	<b>09/11/09</b>	<b>09/24/09</b>							
CF 35 SEA		6451.560		\$24.22						\$24.22
INVOICE 416960 TOTALS:				\$24.22	\$0.00	\$0.00				\$24.22
<b>417385</b>	<b>08/15/09</b>	<b>09/11/09</b>	<b>09/29/09</b>							
CHASSIS B		6451.560		\$9.49						\$9.49
DC H.R. BLA		6451.560		\$5.39						\$5.39
MMM PINSTRIP		6451.560		\$19.69						\$19.69
MMM FOAMPAD		6451.560		\$38.09						\$38.09
INVOICE 417385 TOTALS:				\$72.66	\$0.00	\$0.00				\$72.66
<b>417396</b>	<b>08/15/09</b>	<b>09/11/09</b>	<b>09/29/09</b>							
MMM MRK REMOVAL		6451.560		\$21.19						\$21.19

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 417396 TOTALS:				\$21.19	\$0.00	\$0.00				\$21.19
417514 2-WWS WASHER FLUID	08/18/09	09/11/09 6451.560	10/02/09	\$2.98						\$2.98
INVOICE 417514 TOTALS:				\$2.98	\$0.00	\$0.00				\$2.98
NAPA AUTO PARTS - HEMPHILL TOTALS:				\$124.78	\$0.00	\$0.00				\$124.78
POST 091009 BOX RENTAL # 219; JP OFFICE	09/10/09	09/10/09 6315.409	10/25/09	\$44.00						\$44.00
INVOICE 091009 TOTALS:				\$44.00	\$0.00	\$0.00				\$44.00
POSTMASTER TOTALS:				\$44.00	\$0.00	\$0.00				\$44.00
PRIW 4526 WATER DELIVERY, 5, 8/3 WATER DELIVERY, 5, 8/24	08/26/09	09/11/09 6542.560 6542.560	10/10/09	\$12.90 \$12.90						\$12.90 \$12.90
INVOICE 4526 TOTALS:				\$25.80	\$0.00	\$0.00				\$25.80
4532 RENTAL FEE WATER DELIVERY, 5, 8/3 WATER DELIVERY, 5, 8/24	08/26/09	09/11/09 6310.455 6310.455 6310.455	10/10/09	\$10.00 \$6.45 \$6.45						\$10.00 \$6.45 \$6.45
INVOICE 4532 TOTALS:				\$22.90	\$0.00	\$0.00				\$22.90
4533 WATER DELIVERY, 5, 8/3 2- WATER DELIVERY, 5, 8/24	08/26/09	09/10/09 6310.403 6310.403	10/10/09	\$6.45 \$12.90						\$6.45 \$12.90
INVOICE 4533 TOTALS:				\$19.35	\$0.00	\$0.00				\$19.35
4534 WATER DELIVERY, 5, 8/3 WATER DELIVERY, 5, 8/24	08/26/09	09/11/09 6310.497 6310.497	10/10/09	\$6.45 \$6.45						\$6.45 \$6.45
INVOICE 4534 TOTALS:				\$12.90	\$0.00	\$0.00				\$12.90
4535 2- WATER DELIVERY, 5, 8/3	08/26/09	09/10/09 6310.450	10/10/09	\$12.90						\$12.90

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\*V - Denotes Voided Check Entries



GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
WATER DELIVERY, 5, 8/24		6310.450		\$6.45						\$6.45
INVOICE 4535 TOTALS:				\$19.35	\$0.00	\$0.00				\$19.35
PREMIER ICE & WATER TOTALS:				\$100.30	\$0.00	\$0.00				\$100.30
<b>QUCO      QUILL CORPORATION</b>										
8965905	08/28/09	09/11/09	10/12/09							
DESKTOP & COMPUTER COPY HOLDER		6310.455		\$12.99						\$12.99
INVOICE 8965905 TOTALS:				\$12.99	\$0.00	\$0.00				\$12.99
8980611	08/31/09	09/11/09	10/15/09							
QB REMANU TNR CART F/CANON E31		6310.455		\$118.64						\$118.64
INVOICE 8980611 TOTALS:				\$118.64	\$0.00	\$0.00				\$118.64
8996251	09/01/09	09/11/09	10/16/09							
VIEWSONIC VA 1926W 19" MONITOR		6310.497		\$199.99						\$199.99
INVOICE 8996251 TOTALS:				\$199.99	\$0.00	\$0.00				\$199.99
9063499	09/03/09	09/11/09	10/18/09							
VIEWSONIC 22" LCD WIDESCREEN		6310.499		\$329.99						\$329.99
INVOICE 9063499 TOTALS:				\$329.99	\$0.00	\$0.00				\$329.99
QUILL CORPORATION TOTALS:				\$661.61	\$0.00	\$0.00				\$661.61
<b>RACH      RACH VETERINARY CLINIC</b>										
10	08/03/09	09/11/09	09/17/09							
COMFORTIS XLG		6500.560		\$12.25						\$12.25
IVOMEK		6500.560		\$0.75						\$0.75
INVOICE 10 TOTALS:				\$13.00	\$0.00	\$0.00				\$13.00
81509	08/15/09	09/11/09	09/29/09							
MEDS FOR GOOSE SC 200MG PRED		6500.560		\$17.00						\$17.00
INVOICE 81509 TOTALS:				\$17.00	\$0.00	\$0.00				\$17.00
RACH VETERINARY CLINIC TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00
<b>RAYS      RAY'S BODY SHOP</b>										
091109	08/25/09	09/11/09	10/09/09							
R & L BACK DOOR GLASSES REPLACED		6451.560		\$184.00						\$184.00

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 091109 TOTALS:				\$184.00	\$0.00	\$0.00				\$184.00
RAY'S BODY SHOP TOTALS:				\$184.00	\$0.00	\$0.00				\$184.00
RIBA RICKY BARLOW										
091009	09/10/09	09/10/09 6450.408	10/25/09	\$240.00						\$240.00
REPAIR WINDOW SEAL ON COURTHOUSE										
INVOICE 091009 TOTALS:				\$240.00	\$0.00	\$0.00				\$240.00
RICKY BARLOW TOTALS:				\$240.00	\$0.00	\$0.00				\$240.00
RITT RITTER LUMBER CO.										
060164073	07/02/09	09/11/09 6450.560	08/16/09	\$12.99						\$12.99
3/4 X 33" ANCHOR TIE DOWN										
3-ACE SPRAY RUST-STOP GLOSS BLACK				\$12.87						\$12.87
INVOICE 060164073 TOTALS:				\$25.86	\$0.00	\$0.00				\$25.86
060164214	07/06/09	09/11/09 6450.560	08/20/09	\$4.29						\$4.29
ACE SPRAY RUST-STOP FLAT BLACK										
INVOICE 060164214 TOTALS:				\$4.29	\$0.00	\$0.00				\$4.29
060165552	07/28/09	09/11/09 6450.560	09/11/09	(\$62.36)						(\$62.36)
4-3/4 X 36" EARTH ANCHOR										
MURATIC ACID QT				\$2.99						\$2.99
FARM USE/CHEMICAL GLOVE LG				\$11.99						\$11.99
INVOICE 060165552 TOTALS:				(\$47.38)	\$0.00	\$0.00				(\$47.38)
60166238	08/08/09	09/11/09 6450.560	09/22/09	\$9.99						\$9.99
THINNER PAINT GL METL ACE										
R-O ALUMINUM QT				\$9.99						\$9.99
QT ACE PAINT THINNER				\$5.99						\$5.99
R-O ALUMINUM QT				\$9.99						\$9.99
SANDPAPER A/O 9X11 220GR PK/5				\$2.99						\$2.99
SANDPAPER A/O 9X11 150GR PK/5				\$5.98						\$5.98
INVOICE 60166238 TOTALS:				\$44.93	\$0.00	\$0.00				\$44.93
60166810	08/19/09	09/10/09 6450.408	10/03/09	\$4.99						\$4.99
FLUSH LEVER										
INVOICE 60166810 TOTALS:				\$4.99	\$0.00	\$0.00				\$4.99

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>60167497</b>	<b>08/31/09</b>	<b>09/11/09</b>	<b>10/15/09</b>							
INSUL PISTOL-GRIP NOZZLE		6450.560		\$7.49						\$7.49
ACE 14X25X1 FILTER		6450.560		\$1.29						\$1.29
ACE 16X25X1 AIR FILTER		6450.560		\$2.58						\$2.58
FURNACE FILTER 18X18X1		6450.560		\$13.74						\$13.74
		INVOICE 60167497 TOTALS:		\$25.10	\$0.00	\$0.00				\$25.10
		RITTER LUMBER CO. TOTALS:		\$57.79	\$0.00	\$0.00				\$57.79
<b>SACH</b>	<b>SABINE COUNTY HOSPITAL</b>									
<b>25986</b>	<b>08/20/09</b>	<b>09/11/09</b>	<b>10/04/09</b>							
X-RAY FOR JOHN RENFROE		6543.560		\$190.00						\$190.00
		INVOICE 25986 TOTALS:		\$190.00	\$0.00	\$0.00				\$190.00
		SABINE COUNTY HOSPITAL TOTALS:		\$190.00	\$0.00	\$0.00				\$190.00
<b>SAIN</b>	<b>SABINE INTERNET</b>									
<b>09-09010071</b>	<b>09/01/09</b>	<b>09/11/09</b>	<b>10/16/09</b>							
DOMAIN HOSTING SPECIAL RATE (SEC)		6502.560		\$20.00						\$20.00
		INVOICE 09-09010071 TOTALS:		\$20.00	\$0.00	\$0.00				\$20.00
		SABINE INTERNET TOTALS:		\$20.00	\$0.00	\$0.00				\$20.00
<b>SBAT</b>	<b>SCHERTZ BANK AND TRUST</b>									
<b>017</b>	<b>09/11/09</b>	<b>09/11/09</b>	<b>10/26/09</b>							
MONTHLY PAYMENT #17		6502.560		\$1,270.04						\$1,270.04
		INVOICE 017 TOTALS:		\$1,270.04	\$0.00	\$0.00				\$1,270.04
		SCHERTZ BANK AND TRUST TOTALS:		\$1,270.04	\$0.00	\$0.00				\$1,270.04
<b>SCAD</b>	<b>SABINE COUNTY APPRAISAL DIST.</b>									
<b>091109</b>	<b>09/01/09</b>	<b>09/11/09</b>	<b>10/16/09</b>							
PRO-RATA COST FOR SEPTEMBER, 2009		6542.499		\$4,471.34						\$4,471.34
		INVOICE 091109 TOTALS:		\$4,471.34	\$0.00	\$0.00				\$4,471.34
		SABINE COUNTY APPRAISAL DIST. TOTALS:		\$4,471.34	\$0.00	\$0.00				\$4,471.34

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 TOTAL

\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>SCRE SABINE COUNTY REPORTER</b>										
080509 70 W PUBLIC NOTICE	08/31/09	09/10/09 6455.409	10/15/09	\$11.90						\$11.90
INVOICE 080509 TOTALS:				\$11.90	\$0.00	\$0.00				\$11.90
081209 JOB OPENING 109 W	08/31/09	09/10/09 6455.409	10/15/09	\$20.13						\$20.13
INVOICE 081209 TOTALS:				\$20.13	\$0.00	\$0.00				\$20.13
081909 3 X 10 QUARTERLY REPORT	08/31/09	09/10/09 6455.409	10/15/09	\$127.50						\$127.50
INVOICE 081909 TOTALS:				\$127.50	\$0.00	\$0.00				\$127.50
081909-3 3 X 21.5 TAX NOTICE	08/31/09	09/11/09 6455.499	10/15/09	\$274.13						\$274.13
INVOICE 081909-3 TOTALS:				\$274.13	\$0.00	\$0.00				\$274.13
091009 CITATION BY PUBLICATION 135W LEGAL	08/31/09	09/10/09 6325.403	10/15/09	\$22.95						\$22.95
INVOICE 091009 TOTALS:				\$22.95	\$0.00	\$0.00				\$22.95
<b>SABINE COUNTY REPORTER TOTALS:</b>				<b>\$456.61</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$456.61</b>
<b>SCSD SABINE COUNTY SHERIFF'S DEPT.</b>										
091109 OFFICE SUPPLIES	09/09/09	09/11/09 6310.560	10/24/09	\$40.59						\$40.59
OFFICE SUPPLIES		6310.560		\$6.50						\$6.50
TRANSPORT TO BRADSHAW UNIT; GRIFFITH		6425.560		\$8.54						\$8.54
TRANSPORT TO DAYTON; MILLER		6425.560		\$6.48						\$6.48
TRANSPORT TO DAYTON; MILLER		6425.560		\$7.99						\$7.99
INMATE MEALS		6542.560		\$14.38						\$14.38
INVOICE 091109 TOTALS:				\$84.48	\$0.00	\$0.00				\$84.48
<b>SABINE COUNTY SHERIFF'S DEPT. TOTALS:</b>				<b>\$84.48</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$84.48</b>
<b>SHSB SHELBY SAVINGS BANK</b>										
3344646849 2 NIGHTS IN AUSTIN ANNUAL CONFERENCE 8/24-25	08/26/09	09/10/09 1105.000	10/10/09	\$298.00						\$298.00

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
VALET PARKING		1105.000		\$50.00						\$50.00
STATE SALES TAX		1105.000		\$4.12						\$4.12
CITY OCC TAX		1105.000		\$26.82						\$26.82
STATE OCC TAX		1105.000		\$17.88						\$17.88
INVOICE 3344646849 TOTALS:				\$396.82	\$0.00	\$0.00				\$396.82
3344746912	08/26/09	09/11/09	10/10/09							
2 NIGHTS ROOM CHARGE IN AUSTIN FOR ANNUAL CONFERENCE		1105.000		\$278.00						\$278.00
CITY OCC TAX		1105.000		\$25.02						\$25.02
STATE OCC TAX		1105.000		\$16.68						\$16.68
PHONE CALL		1105.000		\$0.50						\$0.50
INVOICE 3344746912 TOTALS:				\$320.20	\$0.00	\$0.00				\$320.20
3353794477	08/26/09	09/10/09	10/10/09							
3 NIGHTS ROOM CHARGE IN AUSTIN ANNUAL CONFERENCE		1105.000		\$447.00						\$447.00
VALET PARKING		1105.000		\$75.00						\$75.00
SALES TAX		1105.000		\$6.18						\$6.18
CITY OCC TAX		1105.000		\$40.23						\$40.23
STATE OCC TAX		1105.000		\$26.82						\$26.82
INVOICE 3353794477 TOTALS:				\$595.23	\$0.00	\$0.00				\$595.23
SHELBY SAVINGS BANK TOTALS:				\$1,312.25	\$0.00	\$0.00				\$1,312.25
SOTM	SOUTHERN TIRE MART, LLC									
64037256	08/14/09	09/11/09	09/28/09							
4- P265/60R18 109T LG TRL T/AORWL TIRES		6335.550		\$395.76						\$395.76
INVOICE 64037256 TOTALS:				\$395.76	\$0.00	\$0.00				\$395.76
SOUTHERN TIRE MART, LLC TOTALS:				\$395.76	\$0.00	\$0.00				\$395.76
STAP	STAPLES, INC.									
24149	07/23/09	09/11/09	09/06/09							
PNY 4GB MICRO SD MEMORY		6310.560		\$14.99						\$14.99
INVOICE 24149 TOTALS:				\$14.99	\$0.00	\$0.00				\$14.99
STAPLES, INC. TOTALS:				\$14.99	\$0.00	\$0.00				\$14.99

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>STOR STORY-WRIGHT OFFICE SUPPLY</b>										
10-59192	08/26/09	09/10/09	10/10/09							
NOTE, 3X3, POPUP, 18PK, VALUE		6310.403		\$22.99						\$22.99
PAD, AMERICAN PRIDE 12, WE		6310.403		\$43.99						\$43.99
			INVOICE 10-59192 TOTALS:	\$66.98	\$0.00	\$0.00				\$66.98
10-59318	08/27/09	09/10/09	10/11/09							
TONER, F/HL2040		6310.403		\$62.99						\$62.99
			INVOICE 10-59318 TOTALS:	\$62.99	\$0.00	\$0.00				\$62.99
			<b>STORY-WRIGHT OFFICE SUPPLY TOTALS:</b>	<b>\$129.97</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$129.97</b>
<b>STSI SECURE TECH SYSTEMS, INC.</b>										
00504	09/01/09	09/10/09	10/16/09							
REPLACE SYSTEM BACK-UP BATTERY		6442.435		\$30.50						\$30.50
10- REPLACE ALL BATTERIES IN TRANSMITTERS		6442.435		\$60.00						\$60.00
SERVICE & TEST COMPLETE SYSTEM		6442.435		\$525.00						\$525.00
EXTEND SYSTEM WARRANTY FOR 2 YEARS		6442.435		\$965.00						\$965.00
			INVOICE 00504 TOTALS:	\$1,580.50	\$0.00	\$0.00				\$1,580.50
			<b>SECURE TECH SYSTEMS, INC. TOTALS:</b>	<b>\$1,580.50</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,580.50</b>
<b>TAAO TAAO</b>										
091109	09/02/09	09/11/09	10/17/09							
RTA/RTC REVIEW/TEST FOR MARTHA STONE; 10/4-8		6470.499		\$400.00						\$400.00
			INVOICE 091109 TOTALS:	\$400.00	\$0.00	\$0.00				\$400.00
091109-2	09/02/09	09/11/09	10/17/09							
RTA/RTC REVIEW/TEST FOR DONNA BARRERA; 10/4-8		6470.499		\$400.00						\$400.00
			INVOICE 091109-2 TOTALS:	\$400.00	\$0.00	\$0.00				\$400.00
			<b>TAAO TOTALS:</b>	<b>\$800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$800.00</b>
<b>TPCI TERRILL PETROLEUM CO., INC.</b>										
12408863	07/31/09	09/11/09	09/14/09							
500 GALLONS UNLEADED		6335.560		\$1,054.00						\$1,054.00

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
STATE EXCISE TAX-GASOLINE		6335.560		\$100.00						\$100.00
		INVOICE 12408863 TOTALS:		\$1,154.00	\$0.00	\$0.00				\$1,154.00
12408885	08/07/09	09/11/09	09/21/09							
452 GALLONS UNLEADED		6335.560		\$995.30						\$995.30
STATE EXCISE TAX-GASOLINE		6335.560		\$90.40						\$90.40
		INVOICE 12408885 TOTALS:		\$1,085.70	\$0.00	\$0.00				\$1,085.70
12408918	08/19/09	09/11/09	10/03/09							
535 GALLONS UNLEADED -		6335.560		\$1,147.58						\$1,147.58
STATE EXCISE TAX-GASOLINE		6335.560		\$107.00						\$107.00
		INVOICE 12408918 TOTALS:		\$1,254.58	\$0.00	\$0.00				\$1,254.58
		TERRILL PETROLEUM CO., INC. TOTALS:		\$3,494.28	\$0.00	\$0.00				\$3,494.28
TRSU	TRACTOR SUPPLY COMPANY									
0809325423	08/08/09	09/11/09	09/22/09							
PROPLAN 37.5 # PERFORMANCE DOG		6500.560		\$40.99						\$40.99
FOOD										
PROPLAN 37.5 # PERFORMANCE DOG		6500.560		\$40.99						\$40.99
FOOD										
		INVOICE 0809325423 TOTALS:		\$81.98	\$0.00	\$0.00				\$81.98
1013525305	08/10/09	09/11/09	09/24/09							
PDGR BREATHBUSTERS S		6500.560		\$3.39						\$3.39
HILLS SD 35LB SR LGB		6500.560		\$45.99						\$45.99
		INVOICE 1013525305 TOTALS:		\$49.38	\$0.00	\$0.00				\$49.38
		TRACTOR SUPPLY COMPANY TOTALS:		\$131.36	\$0.00	\$0.00				\$131.36
TXIS	TEXAS IMAGING SYSTEMS									
406275	07/23/09	09/10/09	09/06/09							
MA BASE RATE PRINTER		6310.403		\$25.00						\$25.00
		INVOICE 406275 TOTALS:		\$25.00	\$0.00	\$0.00				\$25.00
407671	08/19/09	09/10/09	10/03/09							
5530 BILLABLE COPIES MACHINE IN		6310.403		\$152.08						\$152.08
KAREN'S OFFICE										
		INVOICE 407671 TOTALS:		\$152.08	\$0.00	\$0.00				\$152.08
408093	08/27/09	09/10/09	10/11/09							

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
MA BASE RATE		6310.403		\$25.00						\$25.00
INVOICE 408093 TOTALS:				\$25.00	\$0.00	\$0.00				\$25.00
TEXAS IMAGING SYSTEMS TOTALS:				\$202.08	\$0.00	\$0.00				\$202.08
<b>WABU WANDA BURKE, COUNTY CLERK</b>										
091009	09/02/09	09/10/09	10/17/09							
REGISTRATION FEE; JANICE MCDANIEL		6470.403		\$17.00						\$17.00
REGISTRATION FEE; LOUISE MCDANIEL		6470.403		\$17.00						\$17.00
INVOICE 091009 TOTALS:				\$34.00	\$0.00	\$0.00				\$34.00
WANDA BURKE, COUNTY CLERK TOTALS:				\$34.00	\$0.00	\$0.00				\$34.00
<b>WACO WALMART COMMUNITY</b>										
019582	07/19/09	09/11/09	09/02/09							
AUTO PENCIL		6310.497		\$3.44						\$3.44
PENCIL BOX		6310.497		\$1.00						\$1.00
LYSOL WIPES		6310.497		\$4.78						\$4.78
LABEL		6310.497		\$1.88						\$1.88
LABEL		6310.497		\$1.88						\$1.88
JOURNAL		6310.497		\$9.97						\$9.97
CASE FILE		6310.497		\$10.88						\$10.88
SALES TAX		6310.497		\$2.79						\$2.79
INVOICE 019582 TOTALS:				\$36.62	\$0.00	\$0.00				\$36.62
WALMART COMMUNITY TOTALS:				\$36.62	\$0.00	\$0.00				\$36.62
<b>WARN BILL WARNER</b>										
157	08/21/09	09/10/09	10/05/09							
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6310.405		\$35.91						\$35.91
INVOICE 157 TOTALS:				\$35.91	\$0.00	\$0.00				\$35.91
157-2	08/21/09	09/11/09	10/05/09							
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6450.499		\$35.91						\$35.91
INVOICE 157-2 TOTALS:				\$35.91	\$0.00	\$0.00				\$35.91
157-3	08/21/09	09/11/09	10/05/09							

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\*V - Denotes Voided Check Entries



GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6310.669		\$35.91						\$35.91
INVOICE 157-3 TOTALS:				\$35.91	\$0.00	\$0.00				\$35.91
<b>158</b>	09/01/09	09/10/09	10/16/09							
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6310.405		\$10.83						\$10.83
INVOICE 158 TOTALS:				\$10.83	\$0.00	\$0.00				\$10.83
<b>158-2</b>	09/01/09	09/11/09	10/16/09							
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6450.499		\$10.82						\$10.82
INVOICE 158-2 TOTALS:				\$10.82	\$0.00	\$0.00				\$10.82
<b>158-3</b>	09/01/09	09/11/09	10/16/09							
SUPPLIES FOR HOOKING UP A/C IN TRAILER		6310.669		\$10.82						\$10.82
INVOICE 158-3 TOTALS:				\$10.82	\$0.00	\$0.00				\$10.82
BILL WARNER TOTALS:				\$140.20	\$0.00	\$0.00				\$140.20
<b>WCDJ</b>	<b>WRIGHT CHRYSLER DODGE JEEP</b>									
<b>50507</b>	08/14/09	09/11/09	09/28/09							
RESTORED VEHICLE CONFIG. FROM BATTERY GOING DEAD		6451.560		\$80.00						\$80.00
SHOP CHARGE		6451.560		\$4.00						\$4.00
INVOICE 50507 TOTALS:				\$84.00	\$0.00	\$0.00				\$84.00
WRIGHT CHRYSLER DODGE JEEP TOTALS:				\$84.00	\$0.00	\$0.00				\$84.00
<b>WEST</b>	<b>WEST PAYMENT CENTER</b>									
<b>818871005</b>	08/04/09	09/10/09	09/18/09							
TX PROBATE CODE ANNO 2009 PAMPHLET		6524.403		\$94.00						\$94.00
TX FAMILY CODE ANNO 2009 PAMPHLET W/CD ROM		6524.403		\$94.00						\$94.00
INVOICE 818871005 TOTALS:				\$188.00	\$0.00	\$0.00				\$188.00
WEST PAYMENT CENTER TOTALS:				\$188.00	\$0.00	\$0.00				\$188.00
<b>XECC</b>	<b>XEROX CORPORATION</b>									
<b>599030040</b>	09/02/09	09/10/09	10/17/09							

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\*V - Denotes Voided Check Entries

GENERAL FUND

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 60 OF 60 PERIOD CONTRACT UHG-013341		6500.409		\$146.67						\$146.67
INVOICE 599030040 TOTALS:				\$146.67	\$0.00	\$0.00				\$146.67
XEROX CORPORATION TOTALS:				\$146.67	\$0.00	\$0.00				\$146.67
XERX	XEROX CORPORATION									
599015178	09/02/09	09/10/09	10/17/09							
INVOICE 37 OF 48 PERIOD CONTRACT TFW-019263		6500.409		\$115.43						\$115.43
INVOICE 599015178 TOTALS:				\$115.43	\$0.00	\$0.00				\$115.43
599015179	09/02/09	09/10/09	10/17/09							
INVOICE 37 OF 48 PERIOD CONTRACT TFW-019262		6500.409		\$115.43						\$115.43
INVOICE 599015179 TOTALS:				\$115.43	\$0.00	\$0.00				\$115.43
599015180	09/02/09	09/10/09	10/17/09							
INVOICE 37 OF 48 PERIOD CONTRACT TFW-019165		6500.409		\$103.88						\$103.88
INVOICE 599015180 TOTALS:				\$103.88	\$0.00	\$0.00				\$103.88
599015181	09/02/09	09/10/09	10/17/09							
INVOICE 37 OF 48 PERIOD CONTRACT TFW-019175		6500.409		\$115.45						\$115.45
INVOICE 599015181 TOTALS:				\$115.45	\$0.00	\$0.00				\$115.45
599015182	09/02/09	09/10/09	10/17/09							
INVOICE 37 OF 48 PERIOD CONTRACT TFW-019260		6500.409		\$115.43						\$115.43
INVOICE 599015182 TOTALS:				\$115.43	\$0.00	\$0.00				\$115.43
XEROX CORPORATION TOTALS:				\$565.62	\$0.00	\$0.00				\$565.62
LEDGER TOTALS:				\$34,737.16	\$0.00	\$0.00				\$34,737.16

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SIGN HERE FOR PAYMENT APPROVAL

Charles E. Watson

Charles Watson  
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark

Keith Clark  
Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

Doyle Dickerson  
Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

Janice McDaniel  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Jimmy McDaniel

Jimmy McDaniel  
Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

Fayne Warner

Fayne Warner  
Commissioner Pct. 4

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Approved for payment by Sabine County Commissioner's Court on September 14, 2009

ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Tms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>BIG4</b> <b>BIG "4", INC.</b>										
334729 36 YARDS ROADBASE	08/19/09	09/10/09 6377.601	10/03/09	\$432.00						\$432.00
				<u>\$432.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$432.00</u>
				INVOICE 334729 TOTALS:						
334730 56 YARDS ROADBASE	08/19/09	09/10/09 6377.603	10/03/09	\$672.00						\$672.00
				<u>\$672.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$672.00</u>
				INVOICE 334730 TOTALS:						
334738 12 YARDS ROADBASE	08/21/09	09/10/09 6377.603	10/05/09	\$144.00						\$144.00
				<u>\$144.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$144.00</u>
				INVOICE 334738 TOTALS:						
334739 60 YARDS ROADBASE	08/21/09	09/10/09 6377.601	10/05/09	\$720.00						\$720.00
				<u>\$720.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$720.00</u>
				INVOICE 334739 TOTALS:						
334750 24 YARDS ROADBASE	08/24/09	09/10/09 6377.601	10/08/09	\$288.00						\$288.00
				<u>\$288.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$288.00</u>
				INVOICE 334750 TOTALS:						
334770 24 YARDS ROADBASE	08/26/09	09/10/09 6377.601	10/10/09	\$288.00						\$288.00
				<u>\$288.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$288.00</u>
				INVOICE 334770 TOTALS:						
334771 60 YARDS ROADBASE	08/26/09	09/10/09 6377.603	10/10/09	\$720.00						\$720.00
				<u>\$720.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$720.00</u>
				INVOICE 334771 TOTALS:						
334779 12 YARDS ROADBASE	08/28/09	09/10/09 6377.604	10/12/09	\$144.00						\$144.00
				<u>\$144.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$144.00</u>
				INVOICE 334779 TOTALS:						
334808 140 YARDS ROADBASE	09/03/09	09/10/09 6377.603	10/18/09	\$1,680.00						\$1,680.00
				<u>\$1,680.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,680.00</u>
				INVOICE 334808 TOTALS:						
				<b>BIG "4", INC. TOTALS:</b>	<b>\$5,088.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$5,088.00</b>

VOID ~~XX~~ PG 306

BIGT      HBC

\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>009160</b> 4X4-12 CCA TREATED	08/13/09	09/10/09 6657.603	09/27/09	\$8.79						\$8.79
INVOICE 009160 TOTALS:				\$8.79	\$0.00	\$0.00				\$8.79
<b>009180</b> 2- 12" POLY CULVERT BAND	08/17/09	09/10/09 6370.601	10/01/09	\$25.58						\$25.58
INVOICE 009180 TOTALS:				\$25.58	\$0.00	\$0.00				\$25.58
<b>009349</b> 300' YELLOW FLAG TAPE	08/31/09	09/10/09 6657.603	10/15/09	\$2.79						\$2.79
INVOICE 009349 TOTALS:				\$2.79	\$0.00	\$0.00				\$2.79
HBC TOTALS:				\$37.16	\$0.00	\$0.00				\$37.16
<b>BRRS BROKEN R SERVICES</b>										
<b>469569</b> MOUNT TIRE ON RT SIDE GRADER W/ROAD SERVICE	08/25/09	09/10/09 6366.601	10/09/09	\$80.00						\$80.00
INVOICE 469569 TOTALS:				\$80.00	\$0.00	\$0.00				\$80.00
<b>469571</b> MOUNT NEW TIRE ON GRADER W/ROAD SERVICE	08/25/09	09/10/09 6366.601	10/09/09	\$80.00						\$80.00
INVOICE 469571 TOTALS:				\$80.00	\$0.00	\$0.00				\$80.00
<b>469570</b> R/R HYD CYLINDER ON FIAT GRADER SEALS & PACKING	09/07/09	09/10/09 6345.604	10/22/09	\$160.00						\$160.00
INVOICE 469570 TOTALS:				\$160.00	\$0.00	\$0.00				\$160.00
BROKEN R SERVICES TOTALS:				\$320.00	\$0.00	\$0.00				\$320.00
<b>DOAS DIV OF ALAMO SALES CORP</b>										
<b>2421675-RI</b> RADIO, AM/FM STERO	08/23/09	09/10/09 6653.604	10/07/09	\$205.00						\$205.00
PUMP GUARD, GRILL, UNIVERSAL, STD		6653.604		\$192.70						\$192.70
MOUNTING, REAR STOWBOOMS		6653.604		\$4,794.00						\$4,794.00
TRB50, BOOM, PREASSY, 3S		6653.604		\$32,552.20						\$32,552.20
TRACTOR, JD6330, CAB2WD, 16 X16PQLHR		6653.604		\$47,437.00						\$47,437.00
INVOICE 2421675-RI TOTALS:				\$85,180.90	\$0.00	\$0.00				\$85,180.90

VDL ~~XY~~ PG 307

\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>DIV OF ALAMO SALES CORP TOTALS:</b>				<b>\$85,180.90</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$85,180.90</b>
<b>DONS</b>	<b>DON'S SALVAGE &amp; OILFIELD SERV</b>									
<b>19914</b>	<b>08/17/09</b>	<b>09/10/09</b>	<b>10/01/09</b>							
MOVE BRIDGE ON CAP KING DR. W/30 TON WINCH TRUCK		6375.603		\$500.00						\$500.00
<b>INVOICE 19914 TOTALS:</b>				<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$500.00</b>
<b>19907</b>	<b>08/18/09</b>	<b>09/10/09</b>	<b>10/02/09</b>							
FUEL FILTER		6355.603		\$64.10						\$64.10
REPLACE TIRE 1100-22.5		6365.603		\$315.00						\$315.00
R & R FUEL FILTER AND MOUNT TIRE		6344.603		\$45.00						\$45.00
<b>INVOICE 19907 TOTALS:</b>				<b>\$424.10</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$424.10</b>
<b>19948</b>	<b>08/28/09</b>	<b>09/10/09</b>	<b>10/12/09</b>							
8 GAL ROTELLA		6340.603		\$123.60						\$123.60
4 ATF		6355.603		\$12.40						\$12.40
2- FUEL FILTERS		6355.603		\$45.45						\$45.45
2- OIL FILTERS		6355.603		\$50.68						\$50.68
GREASE FITTING		6355.603		\$1.50						\$1.50
GEAR OIL		6342.603		\$7.50						\$7.50
DOT INSPECTION		6355.603		\$62.00						\$62.00
LABOR		6344.603		\$195.00						\$195.00
<b>INVOICE 19948 TOTALS:</b>				<b>\$498.13</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$498.13</b>
<b>DON'S SALVAGE &amp; OILFIELD SERV TOTALS:</b>				<b>\$1,422.23</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,422.23</b>
<b>ETCO</b>	<b>TELETOUCH</b>									
<b>414780</b>	<b>08/25/09</b>	<b>09/10/09</b>	<b>10/09/09</b>							
CHECKED RADIO-REPAIRED-TESTED		6652.603		\$75.00						\$75.00
UPS SHIPPING CHARGES		6652.603		\$8.42						\$8.42
<b>INVOICE 414780 TOTALS:</b>				<b>\$83.42</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$83.42</b>
<b>TELETOUCH TOTALS:</b>				<b>\$83.42</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$83.42</b>
<b>GACH</b>	<b>GAYLE CHANCE</b>									
<b>091009</b>	<b>09/08/09</b>	<b>09/10/09</b>	<b>10/23/09</b>							
REMOVE/INSTALL CYLINDER ON DUMP BED		6344.603		\$275.00						\$275.00

VOL ~~XY~~ PG 308

\*V - Denotes Voided Check Entries

ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 091009 TOTALS:				\$275.00	\$0.00	\$0.00				\$275.00
GAYLE CHANCE TOTALS:				\$275.00	\$0.00	\$0.00				\$275.00
GEOB	GEO. P. BANE, INC.									
01076552	04/27/09	09/10/09	06/11/09							
FAN		6356.603		(\$549.59)						(\$549.59)
SENDER UNIT		6356.603		(\$96.97)						(\$96.97)
INVOICE 01076552 TOTALS:				(\$646.56)	\$0.00	\$0.00				(\$646.56)
01076579-1	04/27/09	09/10/09	06/11/09							
MOTOR, ELECTRIC		6356.603		(\$344.15)						(\$344.15)
INSTRUMENT, MEA		6356.603		(\$170.29)						(\$170.29)
2- FITTINGS		6356.603		(\$317.82)						(\$317.82)
INVOICE 01076579-1 TOTALS:				(\$832.26)	\$0.00	\$0.00				(\$832.26)
01076845-1	06/11/09	09/10/09	07/26/09							
2- EDGE, CUTTING		6356.603		(\$194.34)						(\$194.34)
INVOICE 01076845-1 TOTALS:				(\$194.34)	\$0.00	\$0.00				(\$194.34)
01078064	07/27/09	09/10/09	09/10/09							
2- BOOM BLADE 5/8		6356.603		\$71.50						\$71.50
2- BLADE BOLT 5/8		6356.603		\$39.80						\$39.80
2- KNIFE NUT 1-1/8		6356.603		\$16.04						\$16.04
2-SPACER		6356.603		\$36.54						\$36.54
FREIGHT OUT		6356.603		\$22.50						\$22.50
INVOICE 01078064 TOTALS:				\$186.38	\$0.00	\$0.00				\$186.38
01078235	08/05/09	09/10/09	09/19/09							
2- EDGE, CUTTING		6356.603		\$351.32						\$351.32
12 BOLTS		6356.603		\$78.96						\$78.96
12-NUTS		6356.603		\$14.52						\$14.52
INVOICE 01078235 TOTALS:				\$444.80	\$0.00	\$0.00				\$444.80
01078449	08/21/09	09/10/09	10/05/09							
REPLACE BLADE SLIDE PLATE & GUIDES		6345.603		\$949.58						\$949.58
FIELD LABOR										
20-WASHERS		6356.603		\$126.20						\$126.20
3-WASHERS		6356.603		\$12.24						\$12.24
4-SCREW		6356.603		\$62.08						\$62.08

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\*V - Denotes Voided Check Entries

ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
4-WASHERS		6356.603		\$38.60						\$38.60
4-NUTS		6356.603		\$16.84						\$16.84
14-WASHERS		6356.603		\$27.58						\$27.58
4-PLATES		6356.603		\$81.84						\$81.84
2-PLATES		6356.603		\$79.14						\$79.14
4-PLATES		6356.603		\$68.28						\$68.28
GUIDE, SLIDE		6356.603		\$32.37						\$32.37
3-SUPPORT		6356.603		\$404.31						\$404.31
FREIGHT IN		6356.603		\$20.00						\$20.00
BOLT		6356.603		\$6.99						\$6.99
INVOICE 01078449 TOTALS:				\$1,926.05	\$0.00	\$0.00				\$1,926.05
GEO. P. BANE, INC. TOTALS:				\$884.07	\$0.00	\$0.00				\$884.07
GMWS G-M WATER SUPPLY CORP.										
091009	08/21/09	09/10/09	10/05/09							
MONTHLY WATER BILL ACCT. #3181		6440.603		\$33.66						\$33.66
INVOICE 091009 TOTALS:				\$33.66	\$0.00	\$0.00				\$33.66
091009-4	08/28/09	09/10/09	10/12/09							
MONTHLY WATER BILL ACCT. #2251		6440.604		\$35.61						\$35.61
INVOICE 091009-4 TOTALS:				\$35.61	\$0.00	\$0.00				\$35.61
G-M WATER SUPPLY CORP. TOTALS:				\$69.27	\$0.00	\$0.00				\$69.27
GWSC GULF WELDING SUPPLY CO.										
76315	08/31/09	09/10/09	10/15/09							
RENTAL INVOICE # 76315		6657.602		\$9.00						\$9.00
INVOICE 76315 TOTALS:				\$9.00	\$0.00	\$0.00				\$9.00
76364	08/31/09	09/10/09	10/15/09							
RENTAL INVOICE # 76364		6657.601		\$9.00						\$9.00
INVOICE 76364 TOTALS:				\$9.00	\$0.00	\$0.00				\$9.00
GULF WELDING SUPPLY CO. TOTALS:				\$18.00	\$0.00	\$0.00				\$18.00
HWUS HWYCOM UNIVERSAL SYSTEMS, LP										
2880	08/11/09	09/10/09	09/25/09							

VOL ~~XY~~ PG 310

\*V - Denotes Voided Check Entries



ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
8- UNIVERSAL SIGN MOUNTING HARDWARE KITS FREIGHT EXPENSES		6657.602		\$15.36						\$15.36
		6657.602		\$8.09						\$8.09
		INVOICE 2880 TOTALS:		\$23.45	\$0.00	\$0.00				\$23.45
		HWYCOM UNIVERSAL SYSTEMS, LP TOTALS:		\$23.45	\$0.00	\$0.00				\$23.45
LETC THE LETCO - GROUP, LLC										
9951313 21.12 TONS ROADBASE	08/20/09	09/10/09 6377.604	10/04/09	\$517.44						\$517.44
		INVOICE 9951313 TOTALS:		\$517.44	\$0.00	\$0.00				\$517.44
9953938 21.24 TONS ROADBASE	08/25/09	09/10/09 6377.602	10/09/09	\$520.38						\$520.38
		INVOICE 9953938 TOTALS:		\$520.38	\$0.00	\$0.00				\$520.38
9954791 21.61 TONS ROADBASE	08/26/09	09/10/09 6377.602	10/10/09	\$529.45						\$529.45
		INVOICE 9954791 TOTALS:		\$529.45	\$0.00	\$0.00				\$529.45
9957748 21.85 TONS ROADBASE	08/31/09	09/10/09 6377.604	10/15/09	\$535.33						\$535.33
		INVOICE 9957748 TOTALS:		\$535.33	\$0.00	\$0.00				\$535.33
9958003 21.01 TONS ROADBASE	08/31/09	09/10/09 6377.602	10/15/09	\$514.75						\$514.75
		INVOICE 9958003 TOTALS:		\$514.75	\$0.00	\$0.00				\$514.75
9958005 22.39 TONS ROADBASE	08/31/09	09/10/09 6377.602	10/15/09	\$548.56						\$548.56
		INVOICE 9958005 TOTALS:		\$548.56	\$0.00	\$0.00				\$548.56
		THE LETCO - GROUP, LLC TOTALS:		\$3,165.91	\$0.00	\$0.00				\$3,165.91
LUFA LUFKIN FASTENERS, INC.										
165066-00 SHOP LABOR	08/20/09	09/10/09 6344.603	10/04/09	\$405.00						\$405.00
MISC. SHOP SUPPLIES 5% LABOR		6344.603		\$20.25						\$20.25
3.75" HYDRAULIC CYLINDER BEARING		6355.603		\$16.04						\$16.04
4.75" HYDRAULIC CYLINDER BEARING		6355.603		\$22.16						\$22.16

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\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
5.75" HYDRAULIC CYLINDER BEARING		6355.603		\$25.46						\$25.46
3.75" VEE PACKING SET		6355.603		\$23.84						\$23.84
4.75" VEE PACKING SET		6355.603		\$29.84						\$29.84
5.75" VEE PACKING SET		6355.603		\$37.58						\$37.58
HYDRAULIC CYLINDER BLEEDER VALVE		6355.603		\$25.90						\$25.90
3.75" VEE RING		6355.603		\$5.38						\$5.38
4.75" VEE RING		6355.603		\$6.62						\$6.62
5.75" VEE RING		6355.603		\$8.20						\$8.20
INVOICE 165066-00 TOTALS:				\$626.27	\$0.00	\$0.00				\$626.27
165115-0002	08/20/09	09/10/09	10/04/09							
5- SHOP TOWELS, ROLL		6657.603		\$13.15						\$13.15
INVOICE 165115-0002 TOTALS:				\$13.15	\$0.00	\$0.00				\$13.15
165155-0002	08/25/09	09/10/09	10/09/09							
3- 5 GAL. HYDRAULIC FLUID		6340.603		\$66.42						\$66.42
INVOICE 165155-0002 TOTALS:				\$66.42	\$0.00	\$0.00				\$66.42
165201-0002	08/25/09	09/10/09	10/09/09							
5 GAL. TRACTOR HYDRAULIC OIL		6340.603		\$22.14						\$22.14
INVOICE 165201-0002 TOTALS:				\$22.14	\$0.00	\$0.00				\$22.14
LUFKIN FASTENERS, INC. TOTALS:				\$727.98	\$0.00	\$0.00				\$727.98
MARK	MARK'S WHOLESALE TIRES									
0149265	08/28/09	09/10/09	10/12/09							
TUBE 1300/1400-24		6366.604		\$51.02						\$51.02
INVOICE 0149265 TOTALS:				\$51.02	\$0.00	\$0.00				\$51.02
MARK'S WHOLESALE TIRES TOTALS:				\$51.02	\$0.00	\$0.00				\$51.02
MCCI	APAC TEXAS, INC.									
200042475	08/22/09	09/10/09	10/06/09							
55.26 TONS OIL/SAND MIX		6378.604		\$3,221.66						\$3,221.66
INVOICE 200042475 TOTALS:				\$3,221.66	\$0.00	\$0.00				\$3,221.66
APAC TEXAS, INC. TOTALS:				\$3,221.66	\$0.00	\$0.00				\$3,221.66
MSRO	M & S ROCK									

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\*V - Denotes Voided Check Entries

ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
08-221 146.43 TONS ROADBASE	09/03/09	09/10/09 6377.602	10/18/09	\$1,317.87						\$1,317.87
INVOICE 08-221 TOTALS:				\$1,317.87	\$0.00	\$0.00				\$1,317.87
M & S ROCK TOTALS:				\$1,317.87	\$0.00	\$0.00				\$1,317.87
NAPH NAPA AUTO PARTS - HEMPHILL										
416558 2- LOCKNUT	08/05/09	09/10/09 6357.602	09/19/09	\$0.94						\$0.94
2- LOCKNUT		6357.602		\$1.60						\$1.60
4- MIS BOLTS		6357.602		\$3.96						\$3.96
INVOICE 416558 TOTALS:				\$6.50	\$0.00	\$0.00				\$6.50
416601 2- BK QUICK CONNECTS	08/05/09	09/10/09 6355.601	09/19/09	\$39.58						\$39.58
INVOICE 416601 TOTALS:				\$39.58	\$0.00	\$0.00				\$39.58
416629 NHT SOCKET	08/06/09	09/10/09 6657.604	09/20/09	\$3.78						\$3.78
INVOICE 416629 TOTALS:				\$3.78	\$0.00	\$0.00				\$3.78
417008 BK CAS PLAY FOR DUMP TRUCK	08/11/09	09/10/09 6355.602	09/25/09	\$34.99						\$34.99
INVOICE 417008 TOTALS:				\$34.99	\$0.00	\$0.00				\$34.99
417114 FUEL FILTER FOR SIDEBOOM MOWER	08/12/09	09/10/09 6357.602	09/26/09	\$9.63						\$9.63
INVOICE 417114 TOTALS:				\$9.63	\$0.00	\$0.00				\$9.63
417440 BEL WIRE	08/17/09	09/10/09 6355.601	10/01/09	\$5.68						\$5.68
INVOICE 417440 TOTALS:				\$5.68	\$0.00	\$0.00				\$5.68
417650 10- NOL GREASE	08/19/09	09/10/09 6342.601	10/03/09	\$26.90						\$26.90
INVOICE 417650 TOTALS:				\$26.90	\$0.00	\$0.00				\$26.90
NAPA AUTO PARTS - HEMPHILL TOTALS:				\$127.06	\$0.00	\$0.00				\$127.06

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NETS NEWMAN TRAFFIC SIGNS

\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>0211703</b>	<b>08/20/09</b>	<b>09/10/09</b>	<b>10/04/09</b>							
DEAD END SIGN		6657.603		\$19.75						\$19.75
FREIGHT CHARGES		6657.603		\$7.38						\$7.38
INVOICE 0211703 TOTALS:				\$27.13	\$0.00	\$0.00				\$27.13
NEWMAN TRAFFIC SIGNS TOTALS:				\$27.13	\$0.00	\$0.00				\$27.13
<b>PETR</b>	<b>PERFORMANCE TRUCK</b>									
<b>X0030409441</b>	<b>08/19/09</b>	<b>09/10/09</b>	<b>10/03/09</b>							
2- ROLLERS		6355.601		\$80.82						\$80.82
INVOICE X0030409441 TOTALS:				\$80.82	\$0.00	\$0.00				\$80.82
PERFORMANCE TRUCK TOTALS:				\$80.82	\$0.00	\$0.00				\$80.82
<b>PHGW</b>	<b>PHILIP GREER WELDING</b>									
<b>091009</b>	<b>08/24/09</b>	<b>09/10/09</b>	<b>10/08/09</b>							
WELDED CATTLE GUARD		6657.604		\$50.00						\$50.00
INVOICE 091009 TOTALS:				\$50.00	\$0.00	\$0.00				\$50.00
PHILIP GREER WELDING TOTALS:				\$50.00	\$0.00	\$0.00				\$50.00
<b>RABS</b>	<b>RAY'S BODY SHOP</b>									
<b>091009</b>	<b>08/25/09</b>	<b>09/10/09</b>	<b>10/09/09</b>							
R & L DOOR GLASS TRACKS		6344.602		\$250.00						\$250.00
INVOICE 091009 TOTALS:				\$250.00	\$0.00	\$0.00				\$250.00
RAY'S BODY SHOP TOTALS:				\$250.00	\$0.00	\$0.00				\$250.00
<b>RILU</b>	<b>RITTER LUMBER CO.</b>									
<b>60166494</b>	<b>08/13/09</b>	<b>09/10/09</b>	<b>09/27/09</b>							
8- SCREWS		6657.602		\$4.00						\$4.00
INVOICE 60166494 TOTALS:				\$4.00	\$0.00	\$0.00				\$4.00
RITTER LUMBER CO. TOTALS:				\$4.00	\$0.00	\$0.00				\$4.00
<b>RUPS</b>	<b>RURAL PIPE &amp; SUPPLY</b>									
<b>67316</b>	<b>08/13/09</b>	<b>09/10/09</b>	<b>09/27/09</b>							
18" X 30' CULVERT		6371.601		\$321.60						\$321.60

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\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
INVOICE 67316 TOTALS:				\$321.60	\$0.00	\$0.00				\$321.60
67317 24" X 24' CULVERT	08/13/09	09/10/09 6370.602	09/27/09	\$402.96						\$402.96
INVOICE 67317 TOTALS:				\$402.96	\$0.00	\$0.00				\$402.96
67469 6- 12" X 20' CULVERTS 2- 15" X 20' CULVERTS 4- 24" X 20' CULVERTS	08/18/09	09/10/09 6370.604 6371.604 6371.604	10/02/09	\$679.20 \$304.80 \$1,343.20						\$679.20 \$304.80 \$1,343.20
INVOICE 67469 TOTALS:				\$2,327.20	\$0.00	\$0.00				\$2,327.20
67675 15" X 20' CULVERT	08/26/09	09/10/09 6370.603	10/10/09	\$152.40						\$152.40
INVOICE 67675 TOTALS:				\$152.40	\$0.00	\$0.00				\$152.40
RURAL PIPE & SUPPLY TOTALS:				\$3,204.16	\$0.00	\$0.00				\$3,204.16
SATR SAN AUGUSTINE TRACTOR										
083610 BOLT KIT FOR MASSEY CUTTER	08/26/09	09/10/09 6357.604	10/10/09	\$27.50						\$27.50
INVOICE 083610 TOTALS:				\$27.50	\$0.00	\$0.00				\$27.50
SAN AUGUSTINE TRACTOR TOTALS:				\$27.50	\$0.00	\$0.00				\$27.50
SPLW SPEEDY LUBE, TIRE & MUFFLER										
93752 OIL & LUBE 03 CHEVY	08/21/09	09/10/09 6340.604	10/05/09	\$45.45						\$45.45
INVOICE 93752 TOTALS:				\$45.45	\$0.00	\$0.00				\$45.45
SPEEDY LUBE, TIRE & MUFFLER TOTALS:				\$45.45	\$0.00	\$0.00				\$45.45
TISH TIRE SHOP										
0011253 1-GRIP CAP CARCUSS 1-HWY CAP CARCUSS	06/26/09	09/10/09 6365.603 6365.603	08/10/09	\$144.95 \$134.95						\$144.95 \$134.95
INVOICE 0011253 TOTALS:				\$279.90	\$0.00	\$0.00				\$279.90
0012613	09/08/09	09/10/09	10/23/09							

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\*V - Denotes Voided Check Entries

ROAD AND BRIDGES

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
BIG TRUCK MOUNT		6365.603		\$25.00						\$25.00
DISP FEE TRUCK TIRE		6365.603		\$10.00						\$10.00
INVOICE 0012613 TOTALS:				\$35.00	\$0.00	\$0.00				\$35.00
TIRE SHOP TOTALS:				\$314.90	\$0.00	\$0.00				\$314.90
TPCI TERRILL PETROLEUM										
241713	07/30/09	09/10/09	09/13/09							
1/5 TRACTOR FLUID		6343.602		\$23.50						\$23.50
INVOICE 241713 TOTALS:				\$23.50	\$0.00	\$0.00				\$23.50
241715	08/03/09	09/10/09	09/17/09							
20.5 GALLONS UNLEADED		6335.603		\$43.21						\$43.21
STATE EXCISE TAX-GASOLINE		6335.603		\$4.10						\$4.10
INVOICE 241715 TOTALS:				\$47.31	\$0.00	\$0.00				\$47.31
241719	08/06/09	09/10/09	09/20/09							
24.61 GALLONS UNLEADED		6335.602		\$54.19						\$54.19
STATE EXCISE TAX-GASOLINE		6335.602		\$4.92						\$4.92
INVOICE 241719 TOTALS:				\$59.11	\$0.00	\$0.00				\$59.11
241720	08/10/09	09/10/09	09/24/09							
21.47 GALLONS UNLEADED		6335.603		\$47.27						\$47.27
STATE EXCISE TAX-GASOLINE		6335.603		\$4.29						\$4.29
INVOICE 241720 TOTALS:				\$51.56	\$0.00	\$0.00				\$51.56
12408899	08/13/09	09/10/09	09/27/09							
800 GALLONS DIESEL		6336.603		\$1,721.60						\$1,721.60
STATE EXCISE TAX-DIESEL		6336.603		\$160.00						\$160.00
INVOICE 12408899 TOTALS:				\$1,881.60	\$0.00	\$0.00				\$1,881.60
241726	08/14/09	09/10/09	09/28/09							
22.59 GALLONS UNLEADED		6335.603		\$48.95						\$48.95
STATE EXCISE TAX-GASOLINE		6335.603		\$4.51						\$4.51
INVOICE 241726 TOTALS:				\$53.46	\$0.00	\$0.00				\$53.46
241727	08/17/09	09/10/09	10/01/09							
19.5 GALLONS UNLEADED		6335.602		\$41.26						\$41.26
STATE EXCISE TAX-GASOLINE		6335.602		\$3.90						\$3.90
INVOICE 241727 TOTALS:				\$45.16	\$0.00	\$0.00				\$45.16

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\*V - Denotes Voided Check Entries

**ROAD AND BRIDGES**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trms.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>241728</b>	<b>08/18/09</b>	<b>09/10/09</b>	<b>10/02/09</b>							
16.87 GALLONS UNLEADED		6335.603		\$35.85						\$35.85
STATE EXCISE TAX-GASOLINE		6335.603		\$3.37						\$3.37
INVOICE 241728 TOTALS:				\$39.22	\$0.00	\$0.00				\$39.22
<b>12408934</b>	<b>08/24/09</b>	<b>09/10/09</b>	<b>10/08/09</b>							
450 GALLONS UNLEADED		6335.601		\$934.65						\$934.65
STATE EXCISE TAX-GASOLINE		6335.601		\$90.00						\$90.00
800 GALLONS DIESEL		6336.601		\$1,696.80						\$1,696.80
STATE EXCISE TAX-DIESEL		6336.601		\$160.00						\$160.00
INVOICE 12408934 TOTALS:				\$2,881.45	\$0.00	\$0.00				\$2,881.45
<b>241732</b>	<b>08/24/09</b>	<b>09/10/09</b>	<b>10/08/09</b>							
23.93 GALLONS UNLEADED		6335.602		\$49.70						\$49.70
STATE EXCISE TAX-GASOLINE		6335.602		\$4.78						\$4.78
INVOICE 241732 TOTALS:				\$54.48	\$0.00	\$0.00				\$54.48
<b>241733</b>	<b>08/24/09</b>	<b>09/10/09</b>	<b>10/08/09</b>							
23 GALLONS UNLEADED		6335.603		\$47.77						\$47.77
STATE EXCISE TAX-GASOLINE		6335.603		\$4.60						\$4.60
INVOICE 241733 TOTALS:				\$52.37	\$0.00	\$0.00				\$52.37
TERRILL PETROLEUM TOTALS:				\$5,189.22	\$0.00	\$0.00				\$5,189.22
<b>WALM</b>	<b>WALMART COMMUNITY</b>									
<b>008942</b>	<b>07/24/09</b>	<b>09/10/09</b>	<b>09/07/09</b>							
LINE CORD 50 FT		6658.601		\$7.97						\$7.97
DESKTOP PC		6658.601		\$498.00						\$498.00
SALES TAX		6658.601		\$41.74						\$41.74
INVOICE 008942 TOTALS:				\$547.71	\$0.00	\$0.00				\$547.71
WALMART COMMUNITY TOTALS:				\$547.71	\$0.00	\$0.00				\$547.71
LEDGER TOTALS:				\$111,753.89	\$0.00	\$0.00				\$111,753.89

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\*V - Denotes Voided Check Entries

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Charles E. Watson

Charles Watson  
County Judge

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Keith Clark

Keith Clark  
Commissioner Pct. 1

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Doyle Dickerson

Doyle Dickerson  
Commissioner Pct. 3

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Janice McDaniel

Janice McDaniel  
County Clerk

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Jimmy McDaniel

Jimmy McDaniel  
Commissioner Pct. 2

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Fayne Warner

Fayne Warner  
Commissioner Pct. 4

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Approved for payment by Sabine County Commissioner's Court on September 14, 2009



**RECORD RETENTION FUND**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>FRCA FRED CAVENDER SR.</b>										
091009	08/11/09	09/10/09	09/25/09							
LABOR FOR BUILDING SHELVING		6310.775		\$125.00						\$125.00
INVOICE 091009 TOTALS:				\$125.00	\$0.00	\$0.00				\$125.00
FRED CAVENDER SR. TOTALS:				\$125.00	\$0.00	\$0.00				\$125.00
<b>RILU RITTER LUMBER</b>										
60166565	08/14/09	09/10/09	09/28/09							
4- 1X12 8' #2 PONDEROSA PINE		6310.775		\$31.48						\$31.48
4- 1X12 10' #2 SHELVING		6310.775		\$37.36						\$37.36
6- 1X4 8' #2 YELLOW PINE		6310.775		\$7.68						\$7.68
2- 2X4 10' #2 YELLOW PINE		6310.775		\$4.06						\$4.06
MINIWAX STAIN RED MAHOGANY QT		6310.775		\$7.99						\$7.99
QT MINIWAX SEMI-GLOSS		6310.775		\$11.49						\$11.49
POLYURETHANE										
#140 COLOR PUTTY		6310.775		\$2.99						\$2.99
8 OZ CARPENTER WOOD GLUE		6310.775		\$3.29						\$3.29
INVOICE 60166565 TOTALS:				\$106.34	\$0.00	\$0.00				\$106.34
60166570	08/14/09	09/10/09	09/28/09							
4- 1X12 8' #2 PONDEROSA PINE		6310.775		(\$31.48)						(\$31.48)
4- 1X12 10' #2 SHELVING		6310.775		\$37.36						\$37.36
INVOICE 60166570 TOTALS:				\$5.88	\$0.00	\$0.00				\$5.88
RITTER LUMBER TOTALS:				\$112.22	\$0.00	\$0.00				\$112.22
LEDGER TOTALS:				\$237.22	\$0.00	\$0.00				\$237.22

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\*V - Denotes Voided Check Entries

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Fayne Warner

Fayne Warner  
Commissioner Pct. 4

VOL ~~XY~~ PG 320

Approved for payment by Sabine County Commissioner's Court on September 14, 2009

**SABINE COUNTY FSM/SPECIAL PROJECTS**  
**AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)**  
 Ledger as of : 9/14/2009

Invoice Number Description	Inv.Date	Trns.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check Number	Bank	Balance
<b>BVFD</b>	<b>BRONSON VOLUNTEER FIRE DEPT.</b>									
<b>082504</b>	<b>08/20/09</b>	<b>09/10/09</b>	<b>10/04/09</b>							
FABERCATION OF TANK		6500.225		\$1,115.50						\$1,115.50
				<u>\$1,115.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,115.50</u>
				INVOICE 082504 TOTALS:						
				<u>\$1,115.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,115.50</u>
				BRONSON VOLUNTEER FIRE DEPT. TOTALS:						
				<u>\$1,115.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,115.50</u>
<b>NWCI</b>	<b>NALCOM WIRELESS COMMUNICATIONS</b>									
<b>28627</b>	<b>08/07/09</b>	<b>09/10/09</b>	<b>09/21/09</b>							
4- 150-160 PORTABLE RADIO ANTENNA		6500.225		\$96.00						\$96.00
6- 1100MAH 7.2 BATTERY KENWOOD		6500.225		\$282.00						\$282.00
3- 150-174 32 CHANNEL RADIO/ RAPID CHARGER ADAPTER		6500.225		\$960.00						\$960.00
ADAPTER		6500.225		\$6.50						\$6.50
LABOR		6500.225		\$40.00						\$40.00
				<u>\$1,384.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,384.50</u>
				INVOICE 28627 TOTALS:						
				<u>\$1,384.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,384.50</u>
				NALCOM WIRELESS COMMUNICATIONS TOTALS:						
				<u>\$1,384.50</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,384.50</u>
				LEDGER TOTALS:						
				<u>\$2,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$2,500.00</u>

REC'D BY  
 [Signature]  
 9/14/09

\*V - Denotes Voided Check Entries

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Charles E. Watson

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County Judge

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Fayne Warner

Fayne Warner  
Commissioner Pct. 4

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Approved for payment by Sabine County Commissioner's Court on September 14, 2009

FEEES COLLECTED IN AUGUST, 2009

JEFF COX, JUSTICE OF THE PEACE, PRECINCT #1, PLACE #1	4,170.03
JAMES BRASHER, JUSTICE OF THE PEACE, PRECINCT #2, PLACE #1	3,137.59
TANYA WALKER, DISTRICT CLERK	3,158.83
JANICE MCDANIEL, COUNTY CLERK	14,311.50

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FINANCIAL REPORT

July 31, 2009

FUND	BALANCE 8/31/08	BALANCE 7/31/09	RECEIPTS	DISBURSEMENTS	BALANCE 8/31/09
FAILURE TO APPEAR	140.00	0.00	120.00	0.00	120.00
JURY REIMBURSEMENT FEE	238.35	0.00	520.27	52.02	468.25
JUDICIAL SUPPORT - CRIMINAL ST.	328.18	0.00	676.60	0.00	676.60
JUDICIAL SUPPORT - CIVIL	1,795.20	0.00	574.46	0.00	574.46
FAMILY PROTECTION FEE	694.00	210.00	120.00	0.00	330.00
NONDISCLOSURE FEE	28.00	0.00	0.00	0.00	0.00
DRUG COURT PROGRAM	0.00	0.00	117.00	11.70	105.30
INDIGENT DEFENSE FUND	105.40	0.00	247.00	24.70	222.30
RECORD MANAGEMENT FEE	3,407.50	4,719.80	493.20	0.00	5,213.00
COURTHOUSE SECURITY	56,756.73	63,224.16	761.00	0.00	63,985.16
COURTHOUSE SECURITY - JP's	2,382.67	2,889.26	115.00	0.00	3,004.26
LIBRARY	26,432.97	26,646.47	360.00	73.00	26,933.47
JUSTICE COURT TECH FUND	14,249.63	2,538.65	485.00	0.00	3,023.65
STATE SCHOOL MONEY (SHERIFF)	5,116.27	6,023.41	0.00	0.00	6,023.41
STATE SCHOOL MONEY (CONST.)	0.00	660.67	0.00	60.00	600.67
JUDICIAL SUPPORT - CRIMINAL CO.	1,732.33	2,109.53	74.40	0.00	2,183.93
OMNI FEE	5,116.27	151.01	28.00	0.00	179.01
MEDIATION FEE	0.00	765.00	180.00	0.00	945.00
GUARDIANSHIP FEE	700.00	1,900.00	20.00	0.00	1,920.00
BALANCE AS OF 08/31/09					1,365,894.48

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**FINANCIAL REPORT**  
August 31, 2009

FUND	BALANCE 8/31/08	BALANCE 7/31/09	RECEIPTS	DISBURSEMENTS	BALANCE 8/31/09
ROAD & BRIDGE #1	266,058.55	225,534.48	10,990.83	16,538.52	219,986.79
ROAD & BRIDGE #2	165,186.77	265,695.31	10,289.25	15,382.73	260,601.83
ROAD & BRIDGE #3	215,702.62	341,874.99	9,325.83	18,603.82	332,597.00
ROAD & BRIDGE #4	138,338.38	283,710.40	95,903.85	25,345.94	354,268.31
ROAD & BRIDGE SPECIAL #1	1,896.84	4,418.60	0.00	179.96	4,238.64
<b>BALANCE AS OF 08/31/09</b>					<b>1,171,692.57</b>

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**FINANCIAL REPORT**

August 31, 2009

FUND	BALANCE 7/31/09	RECEIPTS	DISBURSEMENTS	BALANCE 8/31/09
ROAD & BRIDGE #1 TexSTAR	386,483.03	101.39	0.00	386,584.42
ROAD & BRIDGE #2 TexSTAR	386,483.02	101.39	0.00	386,584.41
ROAD & BRIDGE #3 TexSTAR	386,483.02	101.38	0.00	386,584.40
ROAD & BRIDGE #4 TexSTAR	386,483.05	101.38	0.00	386,584.43
BALANCE AS OF 08/31/09				1,546,337.66

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**FINANCIAL REPORT**  
August 31, 2009

FUND	BALANCE 8/31/08	BALANCE 7/31/09	RECEIPTS	DISBURSEMENTS	BALANCE 8/31/09
RECORD RETENTION	80,501.07	91,923.33	1,766.74	0.00	93,690.07
HOTEL/MOTEL TAX	60,879.18	107,456.27	365.06	12,000.00	95,821.33
SABINE COUNTY FSM SPECIAL PROJECTS	126,550.78	142,994.76	0.00	1,959.00	141,035.76
DISTRICT CLERK SPECIAL REVENUE	5,700.82	4,753.78	115.22	152.70	4,716.30
SABINE COUNTY CONVENTION CENTER BUILDING FUND	143,242.31	45,481.78	154.51	0.00	45,636.29
SABINE COUNTY CLERK RECORD ARCHIVE FEE	39,778.27	42,259.99	1,552.88	0.00	43,812.87
SABINE COUNTY TCDP#726571	0.00	0.00	0.00	0.00	0.00
SABINE COUNTY DISASTER RECOVERY GRANT DRS 060076	0.00	0.00	0.00	0.00	0.00

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SABINE COUNTY CLERK'S OFFICE  
REPORT TO TREASURER FOR MONTH OF AUGUST 2009

RECORDING FEES.....	\$ 6,222.00
COPY FEES.....	5,822.36
FINANCE STATEMENTS.....	0.00
MARRIAGE LICENSE.....	180.00
PROBATE FEES...(includes service fee).....	348.00
ASSUMED NAME.....	11.50
CIVIL FEES.....	42.00
BRANDS.....	0.00
APPLICATION FOR BEER LICENSE.....	0.00
DEPOSIT FOR WILLS...0@5.00.....	0.00
CRIMINAL FEES.....	<u>3,750.00</u>
Subtotal	16,375.86
ALTERNATE DISPUTE RESOLUTION (ADR).01 cases @ 15.00 each....	15.00
COUNTY SUPPLEMENT FEE....05 cases @ 20.00 each.....	100.00
COUNTY JSF....05 cases @.60 each.....	3.00
ARREST FEES...04 cases @ 5.00 ea. County.....	20.00
CT.....06 cases @ 2.00 ea. County.....	12.00
ARCHIVE FEE.....	1,520.00
VSCC.....	68.00
RECORD RETENTION FEES.....	1,510.00
COURTHOUSE SECURITY FEES.....	347.00
RECORDS MANAGEMENT FEES.....	205.00
LAW LIBRARY.....05 cases at 30.00 each.....	150.00
COUNTY CLERK SURCHARGE (County)16 @ .20 each.....	3.20
COUNTY CLERK SURCHARGE (State) 40 @ .17 each.....	6.80
INTEREST.....	<u>80.49</u>
Subtotal	20,416.35
STATE FEES.....	<u>1,108.50</u>
TOTAL	21,524.85

Description of State Fees:

Gen. Rev. ....00 @ 2.50 ea.....	0.00
CJP.....00 @ 10.00 ea.....	00.00
Leoce & Lemi 00 @ 1.50 ea.....	0.00
IDF.....03 @ 2.00 ea.....0@1.00.....	6.00
JSF.....03 @5.40 ea.....1@4.40...1@3.40.....	24.00
JSF.....00 @ 3.40...ea.....	0.00
JSF.....05 @42.00 ea.....	210.00
EMS.....01 @ 100.00 ea...(0partial).....	100.00
CLSI.....06 @ 5.00 ea.....	30.00
JCPT.....	10.00
CVC.....	192.00
FA.....	30.00
CCC.....	200.00
JCD.....	3.00
CMI.....	2.50
TP.....	42.00
DCP.....04 @ 50.00 ea.....(1Partial).....	243.00
JRF.....04 @4.00 ea.....	<u>16.00</u>
TOTAL	1,108.50

I, Janice McDaniel, County Clerk of Sabine County, Texas, do hereby certify that the above is a true and correct account of fees received in the office of the County Clerk of Sabine County for the month ending Aug., 09.

*Janice McDaniel*  
DATED Sept. 02, 2009

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**MONTHLY SCHEDULE OF TRAVEL REPORT**

Month: **August**

Name: **Amanda Drennan**

Title: **CEA - FCS**

Date	Scope/Description of Travel	Miles Traveled	Amount	
			Meals	Lodging
8/19	Newton Baptist Encampment	90.0	\$0.00	
8/24	Youth Foundation Building	6.0	\$0.00	
8/25	Nacogdoches County Extension Office	124.0	\$0.00	\$0.00
8/26	Nacogdoches County Extension Office	124.0		
Grand Total of Mileage, Meals and Lodging		344.0	\$0.00	\$0.00

Other expenses in field (list):

~~101~~ XY PG 330

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in the performance of my official duties for the month shown.

Amanda Drennan  
Signature

8/28/09  
Date

**MONTHLY REPORT TO COMMISSIONERS COURT**

Month: August

Name: Amanda Drennan

Title: CEA - FCS

This Month:

Total Miles Traveled: 344

- 4 - 2 fitting station appointments
- 11 - fitting station appointment
- 17 - turned in two weeks notice to county judge
- 19 - attended TEEA Homemakers Haven with Busy Bees TEEA Club
- 25 - distributed fitting station seats to area agents
- 27 - attended Exit Interview with Shelia Lewis, District Extension Administrator

Next Month:

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Amanda Drennan  
Signature

8/28/09

Date

CEA-FCS  
Title



SABINE

County

MONTHLY SCHEDULE OF TRAVEL REPORT

Month: August

Name: JOHN B. TONER

Title: CEA-AGNR

Date	Scope/Description of Travel	Miles Traveled	Amount	
			Meals	Lodging
8/1	Return from state horse show Abilene	430.0	\$25.00	
8/2	Travel to College Station for Beef Cattle Short Course	180.0	\$25.00	
8/5	Retrun from Beef Cattle shortcourse College Station	180.0	\$25.00	
8/6	Check Pond demonstration Hoover farm	24.0		
8/11	Junior Livestock Committee meeting	22.0		
8/12	Hoover pond weed demonstration	24.0		
8/13	Horse club leaders meeting	22.0		
8/14	Feral Swine program planning meeting RD Griffin	52.0		
8/15	Sabine county 4-H Horse club playday	22.0		
8/18	S. McGee bull problem	24.0		
8/19	Mary Blair lawn problem	22.0		
8/19	Charles Chance program plan meeting feral hog	24.0		
8/20	SFASU soils lab soil testing	130.0	\$10.00	
8/21	Winter pasture forage program	22.0		
8/24	4-H Enrollment meeting	22.0		
8/26	Hoover pond weed control demonstration check	24.0		
8/27	Ed Lewis lanw problem tree problem	34.0		
8/28	Haley insect problem in pecan tree	33.0		
Grand Total of Mileage, Meals and Lodging		1,291.0	\$85.00	\$0.00

Other expenses in field (list):

VOL XX PG 332

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in the performance of my official duties for the month shown.

*John B. Toner*

Signature

9/02/09

Date



SABINE  
County

**MONTHLY REPORT TO COMMISSIONERS COURT**

Month: June Name: JOHN B. TONER Title: CEA-AGNR

This Month: Total Miles Traveled: 1349

- 8/3-5/09- Attended Beef Cattle Short course College Station
- 8/06/09- Continued pond weed demonstration on Hoover farm, discussed pond weed control with 9 producers based on results from Hoover pond.
- 8/11/09- Sabine County Junior Livestock show committee meeting, 12 attended, discussed new rule changes, show dates judges, and weigh-in dates for the 2010 show.
- 8/13/09- Horse club leaders meeting, 8 attended, assigned volunteer duties, clean-up at arena, concession stand.
- 8/14/09- Program planning meeting for feral swine/winter pasture program.
- 8/15/09- Sabine county 4-H playday, 46 participants, 109 attended, fifth in the series. Series will be completed with awards presented at the September playday.
- 8/21/09- Winter pasture forage program, CEU training, 7 attended, discussed economics of hay and winter supplement forages, current cost comparisons and variety combinations for supplements.
- 8/24/09- Hemphill 4-H club enrollment meeting, 18 attended, elected officers for 2010 and planned September meeting program.

News articles sent to Sabine County Reporter, and Web page Toledo Chronicle.

4 newspaper article, 13 farm visits, 38 Office visits,, 46 phone calls,

Next Month:

- 09/14/09- Fall Faculty Conference , Overton
- 09/15/09- Feral Swine/Winter pasture program
- 09/17/09- Sabine Co. Horse club leaders meeting
- 09/19/09- Final 4-H Horse club playday, Awards program.
- 09/21/09- Hemphill 4-H club meeting
- 09/25/09- Complete pond weed control demonstration.
- 09/28/09- Beef & Forage committee meeting
- 09/30/09- Horticulture Committee meeting

  
Signature

09/02/09  
Date

County Extension Agent-AGNR  
Title

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**Consider waiver request to Department of Aging and Disability Services**

All of the County Commissioners have heard from many Sabine County residents on a personal level concerning the need for a new nursing facility. This new nursing facility can enhance the quality of care for the residents of our county.

There is no doubt we all agree that we need another nursing home for Sabine County. I think we should proceed with the waiver request and submit a recommendation for the proposal received from Bartholdi Enterprises, LLC.

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Commissioners Court Of Sabine County  
Hemphill, Texas

RECEIVED  
8/21/09

August 21, 2009

Re: Nursing Home Proposal For Sabine County  
By David Bartholdi & Melda Hart Bartholdi

Honorable Judge Watson and Commissioners:

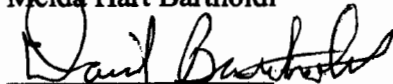
Upon approval of Sabine County's application for a rural county waiver through the Department of Aging and Disability for additional beds, David and Melda Bartholdi proposes to plan, seek funding, build and operate a 90-100 bed nursing home.

It is our desire to build a nursing home facility totaling about 40,000 square feet. We would also build a 12 room assisted living facility adjacent to the nursing home facility. The project cost is estimated at 4 million dollars and would take 12 to 16 months to complete.

We have the necessary and qualified staffing to initiate the initial phases of the project, such as financing and planning. We have the professional staff to assist in the operations of the nursing facility on a day-to-day basis.

If you should need any further information, feel free to contact Melda Hart Bartholdi, at 409-383-3823.

  
Melda Hart Bartholdi

  
David Bartholdi

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**Bartholdi Enterprises LLC.  
225 Oakhill Rd.  
Hemphill, Texas 75948  
Office: 409-579-2509  
Fax: 409-579-1172**

**August 26, 2009**

**Judge Watson & Commissions  
201 Main Street  
Hemphill, Texas 75948**

**Judge Watson/Commissioners:**

**Please accept this proposal for the future Medicare/Medicaid beds in Sabine County. I am requesting 90 beds.**

**Please find attached a list of businesses that I currently have: I have been in home health for the past 20 years. I currently hold three Medicare provider numbers along Medicaid providing services to over 25 Counties in the state of Texas. I have been in good standing for the past 20 years of service. Also, we have the two physician clinics in Hemphill. As homeowners and citizens off this great County I look forward to serving our elderly community.**

**Texas Healthcare Solutions Inc./Boerne, Texas  
Texas Medical Enterprises, Inc. Hemphill, Texas  
Hemphill Family Clinic, Hemphill, Texas  
Winslow Clinic, Hemphill, Texas  
HRL Management Inc. San Antonio, Texas  
Bartholdi Enterprises, LLC, Hemphill, Texas  
Census Driven, LLC, Kerrville, Texas  
(Nursing Home/Assisted Living Facilities**

  
**Melda Hart-Bartholdi**

**PS: Please attach to the letter of proposal given at Commissions Court on August 21, 2009**

VCL YY PG 336



*Approved*

*Tanya Walker, District Clerk*

County of Sabine  
P.O. Box 850  
Hemphill, Texas 75948  
(409) 787-2912

September 9, 2009

Honorable County Judge Charles Watson  
Honorable Commissioner Keith Clark  
Honorable Commissioner Jimmy McDaniel  
Honorable Commissioner Doyle Dickerson  
Honorable Commissioner Fayne Warner

Dear Sirs,

I am requesting the Commissioners Court approve the new fees to be collected by the District Clerk for the District Court as the result of the 81<sup>st</sup> Legislative Session. These bills became effective on September 1, 2009, but fees will be assessed beginning January 1, 2010.

Below is the list of fees:

1) Two Additional fees - \$4.00 court cost on criminal cases for District Court Technology Fund. SB 1685 \$5.00 District Court Archive fee for preservation and restoration of district court records.

- a) metal shelving
- b) imaging systems

The District Court Technology Fund and Court Record Preservation shall be administered by or under the direction of the Commissioners Court.

Sincerely,  
*Tanya Walker*  
Tanya Walker  
District Clerk

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RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE  
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF SABINE, TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO EAST SABINE SENIOR SERVICES, INC. (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 858.75 to be used between the 1 of JANUARY, 2010 and the 31 of DECEMBER, 2010.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 14TH day of SEPTEMBER, 2009.

Charles E. Watson  
Signature of Authorized Official

Charles E. Watson, Sabine County Judge  
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

ATTEST: Janice McDaniel  
Janice McDaniel, Sabine County Clerk

Petition of Name's for Dick Skitt Road to be  
changed back to Cooper Road. It had been  
Cooper Road for over 100 years.

Reba Cooper  
Arlon Cooper

Billie Sue Raymond  
Donny G. Raymond  
Frances Raymond  
May Raymond

Judith Sarver (Halbert)

~~Robert Sarver~~  
Norma Clark

Kendal Kuykendall

Marion Raymond

Jerry Tompkins  
Ruby Jo Tompkins  
Donathon Tompkins  
Jeremy Tompkins  
Robert Parie  
Lee Parie

Sandy Arnold Carr

Mildred James Lamb

Heley Arnold

Daryl E Carr

PEOPLE  
THAT ARE  
LIVING ON  
COOPER RD.

625-4883

Ruby Dickerson

Billy Mack Dickerson

Wesley E. James

Robert James

Angie James

Holly Delgado

Florine Pitra

John Pitra

Jimmie Cooper addres.

~~Wendy Stephens~~  
~~Heather~~

Doris Cooper Fin

Ninona Cooper Niles

Doris Cooper Lewis

Ruth Cooper Cates

Kenneth Cates

Rowdy Moore

Kristen Rafter

Ken Cates

Missy Cates

Randell Lambert

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Leta Guinn  
Bart Guinn  
Lillian Gentry  
Francine Nelson  
Melinda McInnis  
Troy McInnis  
~~John McInnis~~  
Woodward Wain  
Judy Wilson  
Rachel M. Wilson  
Karen Vandenberg  
Beverly  
Julie Cooper  
Tony Cooper  
John M. Cooper  
Cathy Cooper  
Lisa Cooper  
Deborah Fink

~~Tom~~  
GARNETT Gibbrest  
Dakota Jay  
B.T. Shortt  
Shirley Shortt  
B.J. McGowan  
Kennie McGowan  
~~Shirley McGowan~~  
~~Shirley McGowan~~  
Rogge Spear  
Judy B. Jett  
Judy Jett  
Kimberly Hall  
Debbie Kirk  
Tommy Arnold  
Gwen Moody  
Jessie Moody  
John W. Smith III  
Frank Damer  
Cindy Huffman  
Jimmy Huffman  
Homer L. Smith  
Bruce Greer

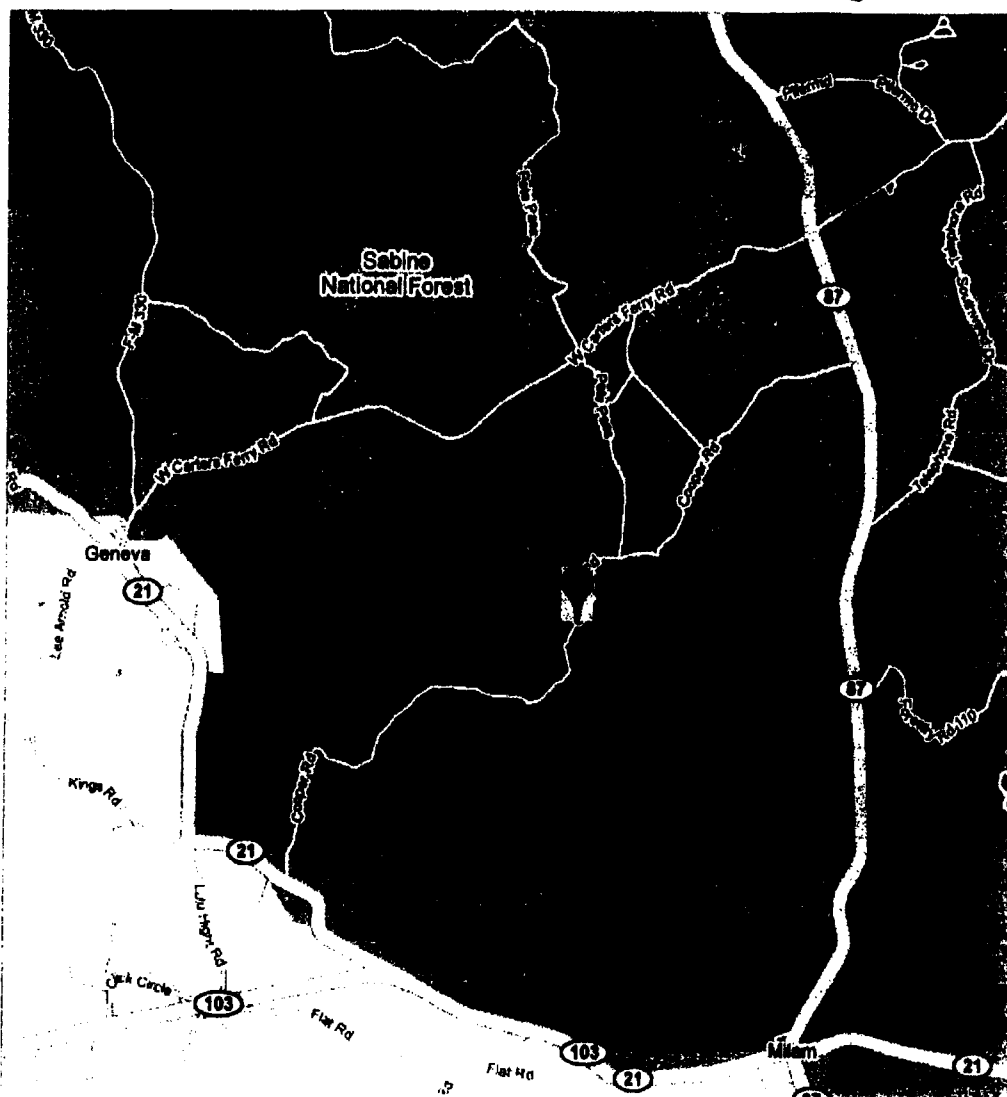
David Pierce  
Helen Hazel  
Amber Pierce  
Cora Hard  
Michael Dickerson  
~~Michael Dickerson~~  
Vickie Vickers  
Mike Dick  
Helen Williams  
Juanell Thompson Beckham  
Weyman Tompkins  
Larry S. Tompkins  
Jimmy M. Tompkins  
May Ann Tompkins  
Mona Durb

47

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Google maps Address Cooper Rd  
Milam, TX 75959

Get Google Maps on your phone  
Text the word "GMAPS" to 464453



©2009 Google - Map data ©2009 Tele Atlas - Terms of Use

[http://maps.google.com/maps?f=q&source=s\\_q&hl=en&geocode=&q=Cooper+Rd.,+Milam,+TX&sl=31....](http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=Cooper+Rd.,+Milam,+TX&sl=31....) 8/4/2009

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**Sabine County  
2010 Holiday Schedule**

---

- |          |                               |  |
|----------|-------------------------------|--|
| 1)       | New Year's Day                | Friday, January 1, 2010                                  |
| 2)       | Martin Luther King's Birthday | Monday, January 18, 2010                                 |
| 3)       | Presidents' Day               | Monday, February 15, 2010                                |
| 4)       | Good Friday                   | Friday, April 2, 2010                                    |
| 5)       | Memorial Day                  | Monday, May 31, 2010                                     |
| 6)       | Independence Day              | Monday, July 5, 2010                                     |
| 7)       | Labor Day                     | Monday, September 6, 2010                                |
| 8)       | Columbus Day                  | Monday, October 11, 2010                                 |
| 9)       | Veterans Day                  | Thursday, November 11, 2010                              |
| 10 & 11) | Thanksgiving Holidays         | Thursday, November 25, 2010<br>Friday, November 26, 2010 |
| 12 & 13) | Christmas Holidays            | Thursday, December 23, 2010<br>Friday, December 24, 2010 |
| 14)      | New Year's Day                | Friday, December 31, 2010                                |
- 

Adopted September 14, 2009

  
\_\_\_\_\_  
Charles E. Watson, Sabine County Judge

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**OFFICIAL GOVERNMENT ENDORSEMENT FORM**

Please have this section completed by the government authority that endorses your office, and to whom your office reports.

**THIS LETTER OF ENDORSEMENT will serve as testimony:**

That (Name of Film Commission) East Texas Film Commission will serve as  
the (Name of Government Entity) Sabine County representative to

the film industry in providing fee-free location services, and promoting the identified region as a film location. This government entity will lend its support to the efforts of the identified film office/commission either economically or philosophically.

**THIS FORM MUST BE SIGNED BY A REPRESENTATIVE OF THE GOVERNMENTAL ENTITY AS ENDORSEMENT OF THE APPLICATION FOR MEMBERSHIP IN AFCI**

SIGNATURE: Charles E. Watson

SIGNED BY: (Printed Name) Charles E. Watson

AGENCY NAME: Sabine County

ADDRESS: P. O. Box 716

CITY: Hemphill STATE/PROVINCE: TX

POSTAL CODE: 75948 COUNTRY: United States of America

TELEPHONE: 409-787-3543 FAX: 409-787-2044

DATE: September 14, 2009

**STATEMENT BY APPLICANT**

I hereby certify that I am eligible to become a member of the Association of Film Commissioners International in the membership category requested on this application, and agree that my AFCI membership is subject to the membership requirements of the AFCI (see next page).

SIGNATURE: Laurie Durisoe DATE: 9/14/09

SIGNED BY: (Printed Name) Laurie Durisoe

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# CERTIFICATE OF ACHIEVEMENT

THIS CERTIFIES THAT

## Janice McDaniel

Successfully Completed 14 Hours of  
Professional Education and Development by Attending the

**27<sup>th</sup> Annual Secretary of State's  
Election Law Seminar for County Officials**

August 17 – 19, 2009



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

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Approved 9/28/09  
Commissioners' Court

## SABINE COUNTY, TEXAS MODEL SUBDIVISION RULES

### DIVISION 1. GENERAL AND ADMINISTRATIVE PROVISIONS

**Section 1.1. Authority and Scope of Rules.** These rules are adopted by Sabine County, Texas, under the authority of the Local Government Code, Chapter 232 and Water Code, ~16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

**Section 1.2 Purpose.** It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum state standards for water and wastewater facilities to these subdivisions.

**Section 1.3. Effective Date.** These rules become effective on the 14<sup>th</sup> day of September 2009.

**Section 1.4. Repealer.** Provisions of Order(s) Number \_\_\_\_\_, adopted on the 11<sup>th</sup> day of December 2000.

**Section 1.5. Plat Required.**

- (a) The owner of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.
- (b) No subdivided land shall be sold or conveyed until the subdivider:
  - (1) has received approval of a final plat of the tract, and
  - (2) has filed and recorded, with the county clerk of the county in which the tract is located, a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

**Section 1.6. Supersession.** These rules supersede any conflicting of the county.

**Section 1.7. Severability.** If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The commissioners' court hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

**Section 1.8. Definitions.** The following words and terms, when used in these rules, shall have the following meanings, unless the context clearly indicates otherwise.

- ( 1 ) Commissioners' court (or court) – The Commissioners' Court of Sabine County, Texas.
- ( 2 ) County – Sabine County, Texas.
- ( 3 ) Drinking water – All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
- ( 4 ) Engineer – A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- ( 5 ) Final plat – A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.
- ( 6 ) Lot – An undivided tract or parcel of land.
- ( 7 ) Non-public water system – Any water system supplying water for domestic purposes which is not a public water system.

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- ( 8 ) OSSF – On-site sewage facilities as that term is defined in rules and/or regulations adopted by TCEQ, including, but not limited to, 30 TAC Chapter 285.
- ( 9 ) Platted – Recorded with the county in an official plat record.
- (10) Public water system – A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served", an individual shall be deemed to be served by a water systems if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.
- (11) Purchaser – Shall include purchasers under executory contracts for conveyance of real property.
- (12) Retail public utility – Any entity meeting the definition of a retail public utility as defined in Water Code~13.002.
- (13) Sewerage facilities – The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
- (14) Subdivider – Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
- (15) Subdivision – Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (replat) of land which was previously divided.
- (16) TAC – Texas Administrative Code as compiled by the Texas Secretary of State.
- (17) TCEQ – Texas Commission on Environmental Quality.
- (18) Water facilities – Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

## DIVISION 2. MINIMUM STANDARDS

**Section 2.1. Scope of Standards.** The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

### Section 2.2. Water Facilities Development.

- (a) Public water systems.
  - (1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1A. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the plat. Figure: Appendix 1A
  - (2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TCEQ. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC~290.38-290.51 and ~290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- (b) Non-public water systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, a test well or wells located so as to be representative of the quantity and quality of water generally available from the supplying aquifer shall be drilled by the subdivider and the produced waters

sampled and submitted to a private laboratory for a complete chemical and bacteriological analysis of the parameters on which there are drinking water standards. The subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity of the available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC~290.103, 290.105, 290.106 and 290.110, either:

- (1) without any treatment to the water, or
  - (2) with treatment by an identified and commercially available water treatment system.
- (c) Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

### Section 2.3. Wastewater Disposal.

- (a) Organized sewerage facilities.
- (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of waste from the TCEQ in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the TCEQ.
  - (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 1B with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317. Figure: Appendix 1B.
- (b) On-site sewerage facilities.
- (1) On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
  - (2) Proposals for sewerage facilities for the disposal of sewerage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
  - (3) The TCEQ or its authorized agent shall review proposals for on-site sewerage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular~285.4, 285.5 and 285.30-285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC~285.3(b), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

### Section 2.4. Greywater systems for Reuse of Treated Wastewater.

- (a) Organized or municipal sewerage systems. Any proposal for sewerage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the TCEQ.
- (b) On-site sewerage facilities. Any proposal for on-site sewerage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.

### Section 2.5. Sludge Disposal.

The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

**Section 2.6. Setbacks.** In areas that lack a nationally recognized fire code as listed in Local Government code, ~235.002(b) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet. Setbacks from adjacent property lines shall be a minimum of five feet and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

**Section 2.7. Number of Dwellings Per Lot.** No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

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### DIVISION 3. PLAT APPROVAL

#### Section 3.1. Applications for Plat Approval.

- (a) **Owner representation.** An application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.
- (b) **Standards.** Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Division 2 and the requirements of Division 3 of these rules.

**Section 3.2. Final Engineering Report.** The final plat shall be accompanied by an engineering report bearing the signed and dated seal of a licensed engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. If financial guarantees are to be provided under Section 3.4 of this title, the schedule shall include the start dates and completion dates.

- (a) **Public water systems.**
  - (1) Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1A and referenced in Section 2.2(a)(1) of this title. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include, in addition to the county, the TCEQ and the health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include comments regarding the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision.
  - (2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TCEQ and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, which will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- (b) **Non-public water systems.** Where individual wells are proposed for the supply of drinking water residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with Section 2.2(b) of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to Section 2.2(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The engineer shall issue a statement concerning the availability of groundwater supplies to serve the fully developed subdivision over the next 30 years. Such statement may be based on information available from the Texas Water Development Board's Office of Planning. The description of the required sanitary control easement shall be included.
- (c) **Organized sewerage facilities.**
  - (1) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in Section 2.3(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the TCEQ. Plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
  - (2) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the TCEQ. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the

subdivision shall have been obtained from the TCEQ. Plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.

- (d) **On-site sewerage facilities.** Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC-285.4(c), including the site evaluation described by 30 TAC-285.30 and all other information required by the county's OSSF order.

**Section 3.3. Additional Information.** The county may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but not be limited to:

- ( 1) layout of proposed street and drainage work;
- ( 2) legal description of the property;
- ( 3) existing area features;
- ( 4) topography;
- ( 5) flood plains;
- ( 6) description of existing easements;
- ( 7) layout of other utilities;
- ( 8) notation of deed restrictions;
- ( 9) public use areas; or
- (10) proposed area features;

**Section 3.4. Financial Guarantees for Improvements.**

- (a) **Applicability.** If an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the commissioners' court shall require the owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix 2A secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below. Figure: Appendix 2A
- (b) **Bonds.** A bond is submitted in compliance with subsection (a) of this section shall meet the following requirements.
- (1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.
  - (2) The bond or financial guarantee shall be in an amount determined by the commissioners' court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.
  - (3) The bond shall be executed with sureties as may be approved by the commissioners' court. The county shall establish criteria for acceptability of the surety companies issuing bonds that are not limited to:
    - (A) registration with the Secretary of State and be authorized to do business in Texas;
    - (B) authorization to issue bonds in the amount required by the commissioners' court; and
    - (C) rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
  - (4) The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners' court.
- (c) **Letter of credit.** A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
- (1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$ 10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.
    - (A) **Bank qualifications:**
      - (i) must be federally insured;
      - (ii) Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
      - (iii) total assets must be at least \$25 million.
    - (B) **Savings and loan association qualifications:**
      - (i) must be federally insured;



- (ii) tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets and total assets are less than \$25 million; and
- (iii) Sheshunoff rating must be 30 or better.
- (C) Other financial institutions qualifications:
  - (i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
  - (ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.
- (2) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from financial institutions which meet the following qualifications.
  - (A) Bank qualifications:
    - (i) must be federally insured;
    - (ii) Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets; and
    - (iii) total assets must be at least \$75 million.
  - (B) Savings and loan association qualifications:
    - (i) must be federally insured;
    - (ii) tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets and total assets are less than \$75 million; and
    - (iii) Sheshunoff rating must be 30 or better.
  - (C) Other financial institutions' qualifications:
    - (i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
    - (ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.
- (3) The letter of credit shall list as sole beneficiary the county judge of the county in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix 2B. Figure: Appendix 2B
- (4) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners' court.
- (d) Financial guarantee: The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.
- (e) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
  - (1) the property being subdivided lies wholly within the jurisdiction of the county;
  - (2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
  - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
    - (A) accept the bonds, letters of credit, or other financial guarantees that meet the requirements of this section;
    - (B) execute the construction agreement with the subdivider; and
    - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

**Section 3.5. Review and Approval of Final Plats.**

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of these rules.
- (b) Disapproval authority. The commissioners' court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) Prerequisites to approval. Final plat approval shall not be granted unless the subdivider has accomplished the following:
  - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
  - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from TCEQ of the plans and specifications for such construction, including any change orders filed with these agencies; or

(3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of these rules.

**Section 3.6. Time Extensions for Providing Facilities.**

- (a) Reasonableness. The commissioners' court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
- (1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with Section 3.4 are submitted which will be effective for the period of the extension; and
  - (2) the court finds the extension is reasonable and not contrary to the public interest.
- (b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of these rules.

**Section 3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989.**

- (a) Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code~232.043 or a rule of the county adopted pursuant to such provision.
- (b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the county.
- (c) Required plat. In the event that the owner of a tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners' court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners' court as provided in this section in lieu of the filing of a plat of the subdivision.
- (d) Special criteria. The commissioners' court may approve the plat of a residential lot which does not comply with the provisions of Section 1.5(b) of this title (sale restrictions), Section 2.6 of this title (Setbacks), Section 2.7 of this title (Number of Dwellings per Lot), Section 3.2 of this title (Final Engineering Report), and Section 3.4 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
- (1) Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
  - (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the division, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation which supports the requested approval. The applicant shall also provide such additional documentation as the commissioners' court may request to support the application, including:
    - (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
    - (B) the name and address of the original subdivider or the subdivider's authorized agent, if known;
    - (C) a survey and plat of the lot for which approval is requested showing existing residences, roads, and utilities; and
    - (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
  - (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners' court that:
    - (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider;

- (B) a plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it;
- (C) an existing, currently occupied residential dwelling is located on the lot;
- (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
- (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.

(e) **Final determination.** The commissioners' court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioners' court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

#### **DIVISION 4. ENFORCEMENT**

**Section 4.1. Oversight.** The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

**Section 4.2. General Enforcement Authority of County.** The provisions of these rules are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 Sections ~16.352, 16.353, 16.354 and 16.355 and Local Government Code, ~232.037 and ~232.080.

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APPENDIX 1A. SAMPLE FORM FOR WATER SERVICE AGREEMENT

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED  
\_\_\_\_\_ SUBDIVISION

**PARTIES:** This Agreement is by and between the Utility and the Subdivider, to wit:  
The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as \_\_\_\_\_.

The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of the owner, of a tract of land in \_\_\_\_\_ County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as \_\_\_\_\_.

**TERMS:** This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to \_\_\_\_\_ County for its approval. The subdivider plans to construct for the Subdivision a drinkin water distribution system to be connected to the Utility's public water system. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The Subdivider has paid the Utility the sum of \$\_\_\_\_\_ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by \_\_\_\_\_ County or by a municipality whose approval is required.

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By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_.

The Utility

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

The Subdividers

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

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APPENDIX 1B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED  
\_\_\_\_\_ SUBDIVISION

**PARTIES:** This Agreement is by between the Utility and the Subdivider, to writ:  
The Utility is the governing board or owner of a retail public utility which provides wastewater treatment and is known as

\_\_\_\_\_.

The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of the owner, of a tract of land in \_\_\_\_\_ County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as

\_\_\_\_\_.

**TERMS:** This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to \_\_\_\_\_ County for its approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected for the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's wastewater collection system has been connected to the Utility's wastewater treatment plant.

The Subdivider covenants that the wastewater collection system will be constructed as shown in the Plans and as provided for through the plat approval process so that the residents fo the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.

Insert the following paragraph if the Utility imposes any fees for connection of individual lots to the Utility's wastewater collection and treatment system:

The Subdivider has paid the Utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to othe Utility's wastewater collection and treatment system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by \_\_\_\_\_ County or by a municipality whose approval is required.

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By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement of behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_.

The Utility

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

The Subdividers

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

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APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is \_\_\_\_\_ County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the County.
2. Effective Date. This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).

Recitals.

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in County's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and
4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations and other requirements; and
5. County ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follow;

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction by the County.
9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the County no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and

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specifications.

10. **Warranty.** The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licenses will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvements or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the County.
11. **Security.** To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the Stated Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."
12. **Reduction In Letter of Credit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the County shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the County shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

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### County's Obligations

13. **Inspection and Certificate.** The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.
14. **Notice of Defect.** The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the default.
15. **Use of Proceeds.** The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.
16. **Return of Excess Escrowed Funds.** No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the County shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.
17. **Cost Participation by County.** If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.
18. **Conditions of Draw on Security.** The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events;
  - (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
  - (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
  - (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the

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minimum rating acceptable to the County, in accordance with Paragraph 11 of this Agreement;  
or

(d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The County shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the County shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the County intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the County shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The County may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The County may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.

20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated costs of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

21. Remedies. The remedies available to the County, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

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22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9,10,11,12,15,16,18,19,21,22,23,25,26,27,28,29,30,32,and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.
23. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the County in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.
24. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.
25. No waiver. No waiver of any provisions of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.
26. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.
27. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

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- 28.Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.
- 29.Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider:

Attn: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Office or Position: \_\_\_\_\_  
 Address: \_\_\_\_\_

if to County:

Attn: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Office or Position: \_\_\_\_\_  
 Address: \_\_\_\_\_

if to the Issuer: \_\_\_\_\_ at Issuer's address shown on the Letter of Credit.

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

- 30.Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.
- 31.Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for \_\_\_\_\_ County, Texas, or the United States District Court for the \_\_\_\_\_ District of Texas, \_\_\_\_\_ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, This Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.
- 32.Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.
- 33.Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.

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34. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force of effect excepting a subsequent written modification executed by both parties.
35. **Authorization to Complete Blanks.** By signing and delivering this agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
36. **Binding Agreement.** The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Official

\_\_\_\_\_  
Subdivider

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[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
-------------------------------	------------------------------

- a)
- b)
- c)

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APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

TO: \_\_\_\_\_, Texas

DATE:

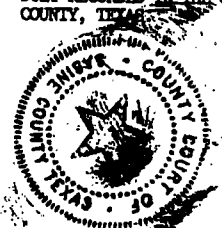
We hereby authorize you to draw at sight on [NAME AND LOCATION OF BANK], for the account of [NAME OF CUSTOMER] (the Customer), up to the aggregate amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Subdivider and the County of \_\_\_\_\_ (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement".

Drafts must be drawn and presented by or on [EXPIRATION DATE] by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

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  
 VOL. XX PAGE 279  
 JANICE McDAWELL COUNTY CLERK  
 BY Ram Carroder  
 Deputy



This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer:

Signature of Issuer's Authorized officer

Printed Name:

Title:

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