Monday, May 23, 2011, 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 Pastor Digmon led the Court in prayer.
AGENDA ITEM \#1-General Business
Commissioner Clark moved to approve the minutes as written for the May $9^{\text {th }}$ regular session of Court. Commissioner McDaniel seconded. All voted for. Motion carried.

## AGENDA ITEM \#2-Reports

Commissioner Clark moved to accept the reports from the Treasurer and Tax Assessor. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#3-Budget Amendments
No budget amendments were submitted.

## AGENDA ITEM \#4-Line Item Transfers

No line item transfers were submitted.
AGENDA ITEM \#5-Discuss with possible action to authorize Goodwin Lassiter Engineers to advertise for bids on the balance of the Hurricane Ike Round 1 approved projects

Commissioner McDaniel moved to give Goodwin Lassiter Engineers the authorization to advertise for bids. Commissioner Dickerson seconded. All voted for. Motion carried.

AGENDA ITEM \#6-Discuss with possible action on Interlocal Cooperation Agreement between Sabine County, Newton County Public Facility Corporation and Newton County

This interlocal agreement concerns the housing of prisoners.
Commissioner Dickerson moved to approve the interlocal agreement between Sabine County, Newton County Public Facility Corporation and


Newton County. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#7-Review with possible action on the burn ban
Each Commissioner stated that they think the County received enough rain to lift the burn ban at least a few days but to keep a close check on conditions.

Judge Watson said he wants people to understand that even though the burn ban may be lifted, they are still responsible for a fire they set. If you set a fire and it gets out and burns down your neighbor's house, you are responsible. He said don't try to burn a large pile. Break it down and burn a little at a time.

Commissioner Dickerson moved to lift the burn ban. Commissioner Warner seconded. All voted for. Motion carried. AGENDA ITEM \#8-Discuss with possible action on pipeline road crossing application from Enbridge G \& P for Windcrest Drive in Pct. \#4

Commissioner Warner moved to approve the application. Commissioner Dickerson seconded. All voted for. Motion carried. AGENDA ITEM \#9-Discuss with possible action on request for placement of utility pole for Josh Harley on Centerview road in Pct. \#3

Commissioner Dickerson said there is no other way to get electricity to this house without costing a lot of money. He said he will check with everyone involved before giving Deep East Texas Electric Coop permission to place the utility pole on the ROW.

Commissioner McDaniel moved to give Commissioner Dickerson Court approval to allow the utility pole to be placed on the County's ROW after he has gotten approval from everyone involved. Commissioner Warner seconded. All voted for. Motion carried.

AGENDA ITEM \#10-Discuss with possible action on advertising for parttime Gradall operator position

Commissioner McDaniel said our gradall operator has retired and we need to advertise for a part-time person.

Commissioner Dickerson moved to advertise for the position. Commissioner Warner seconded. All voted for. Motion carried. AGENDA ITEM \#11-Discuss with possible action on advertising for bids for road oil/sand mix material for Mill Creek Acres Rd., Old Hwy. 8 Rd. and Yaupon Rd. in Pct. \#3


Commissioner Dickerson said this is approximately 2 miles of road.
Commissioner Dickerson moved to advertise for bids for material only and for a turn key job. Commissioner Warner seconded. All voted for. Motion carried. Bids will be accepted until 3:30 p.m. on June 10, 2011 with action taken during regular Court on June 13, 2011.

AGENDA ITEM \#12-Discuss with possible action ADR Minutes and Resolutions (Alternative Dispute Resolution)

Commissioner Clark moved to approve the ADR minutes and resolutions. Commissioner McDaniel seconded. All voted for. Motion carried.

AGENDA ITEM \#13-Discuss with possible action on bids for road oil/sand mix material for Pct. \#3

This is the same as agenda item \#11.
AGENDA ITEM \#14-Pay accounts and salaries
Commissioner Clark moved to pay the accounts and salaries except the bill from Circle $C$ for culverts in the amount of $\$ 1,000.00$. Commissioner Warner seconded. All voted for. Motion carried.

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




| Invoice Number Inv.Date Tm Description | Tms.Date Acco | Due Date nt | Amount | Discount | Amount Paid | Check Date | Check Number | Bank | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RANCH DRESSING, BACON, SMOKED SAUSAGE | 6542 |  | \$18.95 |  |  |  |  |  | \$18.95 |
| QC PAIN RELIEF | 6543 |  | \$4.29 |  |  |  |  |  | \$4.29 |
| BREAD | 6542 |  | \$4.74 |  |  |  | 37 |  | \$4.74 |
|  |  | INVOICE 137641 TOTALS: | \$79.13 | \$0.00 | \$0.00 |  |  |  | \$79.13 |
| 137650 04/22/11 05 | 05/20/11 | 06/06/14 |  |  |  |  |  |  |  |
| BUTIERMILK, EGGS, ORANGE JUICE | 6542 |  | \$15.68 |  |  |  |  |  | \$15.68 |
| POTATO CHIPS, WALNUT BROWNIES, COOKIES | 6542 |  | \$24.93 |  |  |  |  |  | \$24.93 |
| CORN MEAL, DAMS MAPLE EX, BREAD | 6542 |  | \$12.48 |  |  |  |  |  | \$12.48 |
| ORANGES, TOMATOS, LETTUCE, bananas | 6542 |  | \$13.77 |  |  |  | corser |  | \$13.77 |
|  |  | INVOICE 137650 TOTALS: | \$66.86 | \$0.00 | \$0.00 |  | $\bigcirc$ |  | \$66.86 |
| 136556 04/25/41 05 | 05/20/11 | 06/09/14 |  |  |  |  |  |  |  |
| BUTTER, BUTTERMILK, EGGS, JUICE | 6542 |  | \$20.00 |  |  |  |  |  | \$20.00 |
| POTATO CHIPS, COOKIES | 6542 |  | \$26.04 |  |  |  |  |  | \$26.04 |
| FLOUR, SALT \& PEPPER, BREAD | 6542 |  | \$22.80 |  |  |  |  |  | \$22.80 |
|  |  | INVOICE 136556 TOTALS: | \$68.84 | \$0.00 | \$0.00 |  |  |  | \$68.84 |
| 136563 04/30/11 05 | 05/20/11 | 06/14/11 |  |  |  |  |  |  |  |
| JUICE, BUTTERMILK | 6542 |  | \$20.74 |  |  |  |  |  | \$20.74 |
| SALAD OIL, SUGAR, MIRACLE WHIP | 6542 |  | \$19.57 |  |  |  |  |  | \$19.57 |
| POTATO CHIPS, FUDGE COOKIES, LEMON CREMES | 6542 |  | \$16.76 |  |  |  |  |  | \$16.76 |
| PEANUT BUTTER, PINEAPPLE, PICKLES, PEPPERS | , 6542 |  | \$22.95 |  |  |  |  |  | \$22.95 |
| SALTINES, 3-MINUTE GRITS, FRUIT BARS BREAD | S, 6542 |  | \$17.58 |  |  |  |  |  | \$17.58 |
| SWEET BABY RAYS BBQ, SMOKED SAUSAGE, BACON | 6542 |  | \$19.87 |  |  |  |  |  | \$19.87 |
| GRAPE TOMATOES, BANANAS | 6542 |  | \$4.47 |  |  |  |  |  | \$4.47 |
| FROSTING, FUDGE MARBLE CAKE MIX | 6542 |  | \$7.48 |  |  |  |  |  | \$7.48 |
|  |  | INVOICE 136563 TOTALS: | \$129.42 | \$0.00 | \$0.00 |  |  |  | \$129.42 |
| BROOKSH | HIRE BROS | S. FOOD/PHARMACY TOTALS: | \$658.18 | \$0.00 | \$0.00 |  |  |  | \$658.18 |
| BROK BROOKSHIRE BROS FOOD/PH | PHARMAC |  |  |  |  |  |  |  |  |
| 132494 04/05/11 05/19 | 05/19/11 | 05/20/11 |  |  |  |  |  |  |  |
| CLOROX WPES (LEMON) | 6310 |  | \$5.97 |  |  |  |  |  | \$5.97 |
| CLOROX WIPES (LAVENDER) | 6310 |  | \$5.97 |  |  |  |  |  | \$5.97 |

v - Denotes Voided Check Entries

| Invoice Number  <br> Description Inv.Date | Tms.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | INVOICE 132494 TOTALS: | \$11.94 | \$0.00 | \$0.00 |  |  | \$11.94 |
| 137614 04/11/11 | 05/19/11 05/26/11 |  |  |  |  |  |  |
| RESOLVE CARPET CLEANER | 6310.408 | \$5.69 |  |  | 3 |  | \$5.69 |
| TOILET GEL | 6310.408 | \$4.99 |  |  | $\bigcirc$ |  | \$4.99 |
|  | INVOICE 137614 TOTALS: | \$10.68 | \$000 | \$0.00 | - |  | \$10.68 |
| BROOK | SSIRE BROS FOOD/PHARMACY TOTALS: | \$22.62 | \$0.00 | \$0.00 | 0 |  | \$22.62 |
| dean dean's meat service |  |  |  |  |  |  |  |
| 589444 05/06/11 | 05/19/11 06/20/11 |  |  |  |  |  |  |
| SPICED LUNCHEON LOAF | 6542.560 | \$114.02 |  |  | 1 |  | \$114.02 |
| FARMLAND STICK BOLOGNA | 6542.560 | \$51.32 |  |  | Y |  | \$14.32 |
|  | INVOICE 589444 TOTALS: | \$165.34 | \$0.00 | \$0.00 | 8 |  | \$165.34 |
|  | dean's meat service totals: | \$165.34 | \$0.00 | \$0.00 |  |  | \$165.34 |
| DIPA DIXIE PAPER COMPANY |  |  |  |  |  |  |  |
| 240070 05/12/11 | 05/19/11 06/26/11 |  |  |  |  |  |  |
| NON ACID RESTROOM CLEANER RRQ | 6310.408 | \$32.98 |  |  |  |  | \$32.98 |
|  | INVOICE 240070 TOTALS: | \$32.98 | \$0.00 | \$0.00 |  |  | \$32.98 |
|  | DIXIE PAPER COMPANY TOTALS: | \$32.98 | \$0.00 | \$0.00 |  |  | \$32.98 |
| DOCI DODGE CITY |  |  |  |  |  |  |  |
| 1 J 50047 04/14/11 | 05/19/11 05/29/11 |  |  |  |  |  |  |
| 2011 DODGE CHARGER | 6504.560 | \$25,320.00 |  |  |  |  | \$25,320.00 |
| BLACK LEFT SPOTLAMP | 6504.560 | \$200.00 |  |  |  |  | \$200.00 |
| BLACK VINYL FLOOR COVERING | 6504.560 | \$75.00 |  |  |  |  | \$75.00 |
| FULL SIZE SPARE TIRE W/ MATCHING WHEELS | 6504.560 | \$160.00 |  |  |  |  | \$160.00 |
| DEACTIVATE REAR DOORSNINDOWS | 6504.560 | \$25.00 |  |  |  |  | \$25.00 |
| 16" WHEEL COVER | 6504.560 | \$30.00 |  |  |  |  | \$30.00 |
| HD CLOT BUCKET SEATS WNINYL REPAIR | 6504.560 | \$120.00 |  |  |  |  | \$120.00 |
| POWER HEATED MIRRORS | 6504.560 | \$60.00 |  |  |  |  | \$60.00 |
|  | INVOICE 1 J540047 TOTALS: | \$25,990.00 | \$0.00 | \$0.00 |  |  | \$25,990.00 |
|  | DODGE CITY TOTALS: | \$25,990.00 | \$0.00 | \$0.00 |  |  | \$25,990.00 |

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## Ledger as of : 5/20/2011



[^1]| Invoice Number Description | r inv.Date |
| :---: | :---: |
| RACH R | RACH VETERINARY CLINIC |
| 051911 | 05/03/11 |
| HEART WORM MEDICATION FOR GOO |  |
| RAYS R | RAY'S BODY SHOP |
| 5/19/11 | 05/05/11 |
| REMOVE STR | TRIPING \& DECAL |

## 60197863 RUTER LUMBER CO.

LIGHT BULB ACE FLUORESCENT CRAPPER FLOOR 4" BL 48" HANDLE $6 \times 19$ WIRE BRUSH
$05 / 19 / 11 \quad 05 / 21 / 01$
6450.560
6450.560
6450.560

Amount
Discount
Amount Paid Check Date Check Number Bank
ate Du
Check Dat

| \$90.00 |  |  |
| :---: | :---: | :---: |
| \$90.00 | \$0.00 | \$0.00 |
| \$90.00 | \$0.00 | \$0.00 |




[^2]
v - Denates Voided Check Entries


[^3]

| Invoice Number <br> Description$\quad$ Inv.Date | Trns.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | TEXAS IMAGING SYSTEMS TOTALS: | \$187.00 | \$0.00 | \$0.00 |  |  | \$187.00 |
| WACH CHARLES WATSON |  |  |  |  |  |  |  |
| 6153 03/29/11 | 05/19/11 05/13/11 |  |  |  |  |  |  |
| MILEAGE; 407 MILES (ROUND TRIP) | 6427.400 | \$203.50 |  |  | $\bigcirc$ |  | \$203.50 |
| MEALS; 6/8/11 | 6427.400 | \$42.00 |  |  | - |  | \$42.00 |
| MEALS; 6/9/11 | 6427.400 | \$56.00 |  |  | a |  | \$56.00 |
| MEALS; 6/10/11 | 6427.400 | \$56.00 |  |  |  |  | \$56.00 |
| MEALS; 6/11/11 | 6427.400 | \$42.00 |  |  |  |  | \$42.00 |
|  | INVOICE 6153 TOTALS: | \$399.50 | \$0.00 | \$0.00 |  |  | \$399.50 |
|  | CHARLES WATSON TOTALS: | \$399.50 | \$0.00 | \$0.00 | m |  | \$399.50 |
|  | LEDGER TOTALS: | \$43,182.87 | \$0.00 | \$0.00 | 3 |  | \$43,182.87 |




Keith Clark
Commissioner, Precinct \#1


Doyle Dickerson Commissioner, Precinct \#3


Jimmy McDaniel
Commissioner, Precinct \#2


Payne Warner
Commissioner, Precinct \#4

Approved for payment by Sabine County Commissioner's Court on May 23,2011.

05/20/19
12:55:53 PM

| Ledger as of : 5/20/2011 |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice Number Description | Inv.Date | Tms.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date | Check Number | Bank | Balance |
| BIG4 BIG "4", INC. |  |  |  |  |  |  |  |  |  |
| 00337694 | 05/03/11 | 05/19/11 06/17/11 |  |  |  |  |  |  |  |
| ROAD BASE; 200 YARDS |  | 6377.603 | \$2,000.00 |  |  |  |  |  | \$2,000.00 |
|  |  | INVOICE 00337694 TOTALS: | \$2,000.00 | \$0.00 | \$0.00 |  |  |  | \$2,000.00 |
| 00337696 | 05/03/11 | 05/19/11 06/47/11 |  |  |  |  |  |  |  |
| ROAD BASE; 72 YARDS |  | 6377.603 | \$720.00 |  |  |  |  |  | \$720.00 |
|  |  | INVOICE 00337696 TOTALS: | \$720.00 | \$0.00 | \$0.00 |  |  |  | \$720.00 |
| 00337703 | 05/04/11 | 05/19/11 06/18/11 |  |  |  |  |  |  |  |
| ROAD BASE; 108 YARDS |  | 6377.603 | \$1,080.00 |  |  |  | $l$ |  | \$1,080.00 |
|  |  | INVOICE 00337703 TOTALS: | \$1,080.00 | \$0.00 | \$0.00 |  |  |  | \$1,080.00 |
| 00337712 | 05/05/11 | 05/19/11 06/19/11 |  |  |  |  |  |  |  |
| ROAD BASE; 100 Yards |  | 6377.603 | \$1,000.00 |  |  |  |  |  | \$1,000.00 |
|  |  | INVOICE 00337712 TOTALS: | \$1,000.00 | \$0.00 | \$0.00 |  |  |  | \$1,000.00 |
| 00337718 | 05/06/11 | 05/19/11 06/20/41 |  |  |  |  |  |  |  |
| ROAD BASE; 56 YARDS |  | 6377.603 | \$560.00 |  |  |  |  |  | \$560.00 |
|  |  | INVOICE 00337718 TOTALS: | \$560.00 | \$0.00 | \$0.00 |  |  |  | \$560.00 |
| 00337725 | 05/09/11 | 05/19/11 06/23/11 |  |  |  |  |  |  |  |
| ROAD BASE; 84 YARDS |  | 6377.603 | \$840.00 |  |  |  |  |  | \$840.00 |
|  |  | INVOICE 00337725 TOTALS: | \$840.00 | \$0.00 | \$0.00 |  |  |  | \$840.00 |
| 00337734 | 05/10/11 | 05/19/11 06/24/11 |  |  |  |  |  |  |  |
| ROAD BASE; 96 YARDS |  | 6377.603 | \$984.00 |  |  |  |  |  | \$984.00 |
|  |  | INVOICE 00337734 TOTALS: | \$984.00 | \$0.00 | \$0.00 |  |  |  | \$984.00 |
| 00337746 | 05/11/11 | 05/19/11 06/25/11 |  |  |  |  |  |  |  |
| ROAD BASE; 108 YARDS |  | 6377.603 | \$1,080.00 |  |  |  |  |  | \$1,080.00 |
|  |  | INVOICE 00337746 TOTALS: | \$1,080.00 | \$0.00 | \$0.00 |  |  |  | \$1,080.00 |
| 00337756 | 05/12/11 | 05/19/11 06/26/11 |  |  |  |  |  |  |  |
| ROAD BASE; 72 Yards |  | 6377.603 | \$720.00 |  |  |  |  |  | \$720.00 |
|  |  | INVOICE 00337756 TOTALS: | \$720.00 | \$0.00 | \$0.00 |  |  |  | \$720.00 |
| 00337759 | 05/13/11 | 05/19/11 06/27/11 |  |  |  |  |  |  |  |
| ROAD BASE; 24 Yards |  | 6377.602 | \$240.00 |  |  |  |  |  | \$240.00 |
|  |  | INVOICE 00337759 TOTALS: | \$240.00 | \$0.00 | \$0.00 |  |  |  | \$240.00 |

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DONS DON'S SALVAGE \& OILFIELD SERV

- Denotes Voided Check Entries


## Ledger as of : 5/20/2011

| Ledger as of : 5/20/2011 |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice Number Inv.Date Description |  | Due.Date nt | Amount | Discount | Amount Paid | Check Date | Check Number | Bank | Balance |
| 22599 04/09/11 | 05/19/11 | 05/24/11 |  |  |  |  |  |  |  |
| MACK DUMP TRUCK; 2 TORQUE RODS | 635 |  | \$442.26 |  |  |  |  |  | \$442.26 |
| MACK DUMP TRUCK; 1 TORQUE ROD | 635 |  | \$340.79 |  |  |  |  |  | \$340.79 |
| MACK DUMP TRUCK; LABOR | 634 | 603 | \$260.00 |  |  |  |  |  | \$260.00 |
|  |  | INVOICE 22599 TOTALS: | \$1,043.05 | \$0.00 | \$0.00 |  |  |  | \$1,043.05 |
| 22669 04/21/11 | 05/19/11 | 06/05/11 |  |  |  |  |  |  |  |
| MACK DUMP TRUCK; DOT INSPECTION | 635 | 603 | \$62.00 |  |  |  |  |  | \$62.00 |
|  |  | INVOICE 22669 TOTALS: | \$62.00 | \$0.00 | \$0.00 |  |  |  | \$62.00 |
| DON | N'S SALV | GE \& OILFIELD SERV TOTALS: | \$1,105.05 | \$0.00 | \$0.00 |  | $\bigcirc$ |  | \$1,105.05 |
| FAWA FAYNE WARNER |  |  |  |  |  |  | $\bigcirc$ |  |  |
| 037168 05/13/11 | 05/19/11 | 06/27/11 |  |  |  |  | 5 |  |  |
| GRADER PARTS: FITTING | 635 | 604 | \$20.85 |  |  |  |  |  | \$20.85 |
| GRADER PARTS; AC HOSE | 635 |  | \$28.76 |  |  |  |  |  | \$28.76 |
| TAX | 635 |  | \$3.10 |  |  |  |  |  | \$3.10 |
|  |  | INVOICE 037168 TOTALS: | \$52.71 | \$0.00 | \$0.00 |  |  |  | \$52.71 |
|  |  | FAYNE WARNER TOTALS: | \$52.71 | \$0.00 | \$0.00 |  |  |  | \$52.71 |
| GEOB GEO. P. BANE, INC. |  |  |  |  |  |  |  |  |  |
| 01085344 05/09/11 | 05/19/11 | 06/23/11 |  |  |  |  |  |  |  |
| MAINTAINER PARTS; PLATE | 635 |  | \$72.21 |  |  |  |  |  | \$72.21 |
| MAINTAINER PARTS: SKIM | 635 |  | \$34.65 |  |  |  |  |  | \$34.65 |
| MAINTAINER PARTS; PLATE | 635 |  | \$98.67 |  |  |  |  |  | \$98.67 |
| MAINTAINER PARTS; PLATE | 635 |  | \$192.90 |  |  |  |  |  | \$192.90 |
| MAINTAINER PARTS; BUSHING | 635 |  | \$100.64 |  |  |  |  |  | \$100.64 |
| MAINTAINER PARTS; PIN | 635 |  | \$83.44 |  |  |  |  |  | \$83.44 |
| MAINTAINER PARTS; SUPPORT | 635 |  | \$332.38 |  |  |  |  |  | \$332.38 |
| FREIGHT IN | 635 | 601 | \$35.96 |  |  |  |  |  | \$35.96 |
| FREIGHT OUT | 635 |  | \$20.56 |  |  |  |  |  | \$20.56 |
|  |  | INVOICE 01085344 TOTALS: | \$971.41 | \$0.00 | \$0.00 |  |  |  | \$971.41 |
|  |  | GEO. P. BANE, INC. TOTALS: | \$971.41 | \$0.00 | \$0.00 |  |  |  | \$971.41 |
| GMWS G-M WATER SUPPLY CORP. |  |  |  |  |  |  |  |  |  |
| 051911/1262 05/10/11 | 05/19/11 | 06/24/11 |  |  |  |  |  |  |  |
| UTILITIES; ACCOUNT NO. 1262 | 644 |  | \$33.50 |  |  |  |  |  | \$33.50 |
| V - Denotes Voided Check Entries |  |  |  |  |  |  |  |  |  |




| Invoice Number Inv.Date Description | Trns.Date Due.Date Account | Amount | Discount | Amount Paid | Check Date Check Number | Bank | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NETS NEWMAN TRAFFIC SIGNS |  |  |  |  |  |  |  |
| Tl-0234073 05/06/11 | 05/19/11 06/20/14 |  |  |  | $\lambda$ |  |  |
| SPEED LIMIT 20 SIGN | 6657.603 | \$41.62 |  |  | 0 |  | \$41.62 |
|  | INVOICE TI-0234073 TOTALS: | \$41.62 | \$0.00 | \$0.00 |  |  | \$41.62 |
|  | NEWMAN TRAFFIC SIGNS TOTALS: | \$41.62 | \$0.00 | \$0.00 | 5 |  | \$41.62 |
| SCRE SABINE COUNTY REPORTER |  |  |  |  |  |  |  |
| 051911/602 04/30/11 | 05/19/11 06/14/11 |  |  |  | $\bigcirc$ |  |  |
| ADVERTISING; REF NO. 64W; PUBLIC NOTICE | 6657.602 | \$10.88 |  |  | 1 |  | \$10.88 |
|  | INVOICE 051911/602 TOTALS: | \$10.88 | \$0.00 | \$0.00 | $\cdots$ |  | \$10.88 |
| 051911/604 04/30111 0 | 05/19/11 06/14/11 |  |  |  | - |  |  |
| ADVERTISING; REF NO. 69W - PUBLIC NOTICE PRECINCT 4 | 6657.604 | \$11.73 |  |  | $\sum$ |  | \$11.73 |
|  | INVOICE 051911/604 TOTALS: | \$11.73 | \$0.00 | \$0.00 |  |  | \$11.73 |
|  | SABINE COUNTY REPORTER TOTALS: | \$22.61 | \$0.00 | \$0.00 |  |  | \$22.61 |
| SSTS S\& S REPAIR SERVICE |  |  |  |  |  |  |  |
| 2305 05\%09/11 | 05/19/11 06/23/11 |  |  |  |  |  |  |
| REPLACE HOT WATER SHUT-OFF VALV | VE 6355.602 | \$97.50 |  |  |  |  | \$97.50 |
|  | INVOICE 2305 TOTALS: | \$97.50 | \$0.00 | \$0.00 |  |  | \$97.50 |
|  | S\& S REPAIR SERVICE TOTALS: | \$97.50 | \$0.00 | \$0.00 |  |  | \$97.50 |
|  | LEDGER TOTALS: | \$98,497.49 | \$0.00 | \$0.00 |  |  | \$98,497.41 |




Charles Watson
County Judge


Commissioner, Precinct \#1



Janice McDaniel County Clerk


Commissioner, Precinct \#2


Commissioner, Precinct \#4

Approved for payment by Sabine County Commissioner's Court on May 23,2011.



Commissioner, Precinct \#1


Commissioner, Precinct \#3


Jimmy McDaniel Commissioner, Precinct \#2


Commissioner, Precinct \#4

Approved for payment by Sabine County Commissioner's Court on May 23,2011.

| Invoice Number Inv.Date Description | Tms.Date Due.Date Account | Amount | Discount | Amount Paid |
| :---: | :---: | :---: | :---: | :---: |
| ALRE ALLISON REPAIR |  |  |  |  |
| 051911 04/26/11 | 05/19/11 06/10/11 |  |  |  |
| OILED, CLEANED SHREDDER | 6310.775 | \$50.00 |  |  |
|  | INVOICE 051911 TOTALS: | \$50.00 | \$0.00 | \$0.00 |
|  | ALLISON REPAIR TOTALS: | \$50.00 | \$0.00 | 50.00 |
|  | LEDGER TOTALS: | \$50.00 | \$0.00 | \$0.00 |



Approved for payment by Sabine County Commissioner's Court on May 23,2011.

## TREASURERS CERTIFICATE

I hereby certify that the foregoing constitutes the Sabine County Treasurer's Report for the period of April 30, 2011.

This report was prepared for the purpose of comparing and reconciling the actual balance for the county's cash accounts and investments to its general ledger for the period stated.

Respectfully submitted,


## ORDER APPROVING TREASURER'S REPORT

After comparing and examining the Treasurer's Report for the period of April 20:11, and determining that the report is correct, the court finds that the report should be approved. It is therefore ORDERED that the report is approved.

It is FURTHER ORDERED that the amounts received and paid from each fund, anil the cash balance remaining in the treasurer's custody, are as indicated in the report itself.

APPROVED and EXECUTED THIS $\mathbf{2 3}^{\text {rd }}$ day of May, 2011


## ATTEST:



FEES COLLECTED IN APRIL, 2011
JEFF COX, JUSTICE OF THE PEACE, PRECINCT \#1, PLACE \#1 ..... 4,449.62
JAMES BRASHER, JUSTICE OF THE PEACE,
PRECINCT \#2, PLACE \#2 ..... 2,412.15
TANYA WALKER, DISTRICT CLERK ..... $6,723.50$JANICE MCDANIEL, COUNTY CLERK$13,739.00$

## 7



| FUND | BALANCE | BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 04/30/10 | 03/31/11 |  |  | 04/30/11 |
| CCC 09/01/91 THRU 08/31/97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EMS TRAUMA FUND | 0.00 | 180.00 | 0.00 | 180.00 | 0.00 |
| DNA TESTING | 0.00 | 74.70 | 45.00 | 119.70 | 0.00 |
| FAILURE TO APPEAR | 0.00 | 936.60 | 781.40 | 1,718.00 | 0.00 |
| JURY REIMBURSEMENT FEE | 0.00 | 424.80 | 312.00 | 736.80 | 0.00 |
| JUDICIAL SUPPORT - CRIMINAL STATE | 0.00 | 619.34 | 413.16 | 1,032.50 | 0.00 |
| JUDICIAL SUPPORT - CIVIL | 0.00 | 1,883.61 | 937.98 | 2,821.59 | 0.00 |
| FAMILY PROTECTION FEE | 945.00 | 1,860.00 | 60.00 | 0.00 | 1,920.00 |
| NONDISCLOSURE FEE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DRUG COURT PROGRAM | 0.00 | 225.90 | 120.00 | 345.90 | 0.00 |
| INDIGENT DEFENSE FUND | 0.00 | 203.40 | 148.00 | 351.40 | 0.00 |
| MOVING VIOLATION FINES | 0.00 | 2.43 | 1.90 | 4.33 | 0.00 |
| CHILD SAFETY SEAT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| JUDICIAL FUND | 0.00 | 625.00 | 165.00 | 790.00 | 0.00 |
| MARRIAGE LICENSE STATE FEES | 0.00 | 150.00 | 210.00 | 360.00 | 0.00 |
| BIRTH CERTIFICATE STATE FEES | 0.00 | 14.40 | 19.80 | 34.20 | 0.00 |

## 7

| FUND | BALANCE | BALANCE | RECEIPTS | DISBURSEMENTS | BALANCE |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 04/30/10 | 03/31/11 |  |  | 04/30/11 |
| RECORD MANAGEMENT FEE | 8,427.31 | 8,212.32 | 318.00 | 0.00 | 8,530.32 |
| COURTHOUSE SECURITY | 67,838.66 | 74,799.66 | 683.00 | 0.00 | 75,482.66 |
| COURTHOUSE SECURITY - JP | 3,580.26 | 4,178.26 | 66.00 | 0.00 | 4,244.26 |
| LIBRARY | 27,702.01 | 29,831.51 | 540.00 | 2,451.00 | 27,920.51 |
| COURT RECORDS PRESERVATION | 520.00 | 2,578.00 | 220.00 | 0.00 | 2,798.00 |
| JUSTICE COURT TECHNOLOGY FUND | 5,441.31 | 7,507.22 | 304.00 | 0.00 | 7,811.22 |
| COUNTY \& DISTRICT CLERK TECHNOLOGY FUND | 12.00 | 328.00 | 20.00 | 0.00 | 348.00 |
| STATE SCHOOL MONEY - SHERIFF | 6,023.41 | 5,176.44 | 0.00 | 0.00 | 5,176.44 |
| STATE SCHOOL MONEY - CONSTABLE, PCT. \#1 | 1,238.26 | 1,900.48 | 0.00 | 0.00 | 1,900.48 |
| STATE SCHOOL MONEY - CONSTABLE, PCT. \#2 | 0.00 | 662.67 | 0.00 | 0.00 | 662.67 |
| JUDICIAL SUPPORT - CRIMINAL COUNTY | 2,589.03 | 3,031.63 | 45.60 | 0.00 | 3,077.23 |
| Oivini fee | 151.01 | 453.01 | 266.00 | 568.00 | 151.01 |
| ALTERNATE DISPUTE RESOLUTION | 2,460.00 | 4,755.00 | 225.00 | 0.00 | 4,980.00 |
|  | 2660.00 | 3,48000 | 80.00 | 000 | 3560.00 |
|  |  | 3,480.00 |  |  |  |
| BALANCE AS OF 04/30/11 |  |  |  |  | 2,376,122.52 |




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# MARTHA M. STONE <br> SABINE COUNTY TAX ASSESSOR/COLLECTOR <br> P.O. BOX 310 HEMPHILL, TX. 75948 <br> (409) 787-2257 FAX (409) 787-4753 

## Sabine County <br> Tax Collections for April 2011

| 2010 Levy: | $\mathbf{\$ 1 , 8 9 9 , 6 6 2 . 7 9}$ |
| :--- | :---: |
| Collections: |  |
| Current | $21,011.29$ |
| Current Delinquent | 2173.64 |
| Current Delinquent P\&I | $4,122.40$ |
| Delinquent | $1,560.28$ |
| Penalty \& Interest | 90.00 |

TOTAL: \$28,957.61

Percentage of 2010 taxes collected: 91.75\%
Current taxes due as of May 01 2011: \$156,704.17
Delinquent taxes (2009 \& prior years) as of May 01 2011: \$198,136.24
Old State taxes due as of May 01 2011: \$ 57.90


FROM 4/1/2011 TO 4/30/2011


## HISTORY SUMMARY BY JURISDICTION - ALL YEARS

| . |  |  | FROM 4 | 11 TO | 4/30/2011 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2009 | 8.96 | \$0.00 | \$0.00 | \$2,291.52 | \$0.00 | \$618.40 | \$581.97 | \$0.00 | \$3,491.89 | \$48,877.44 |
| 2010 | \$178,029.36 | \$(190.37) | \$(301.46) | \$21,023.73 | \$(12.44) | \$2,173.64 | \$134.57 | \$0.00 | \$23,319.50 | \$156,704.17 |
| TOTALS | \$385,571.71 | (\$190.37) | (\$5,585.17) | ${\underset{\$ 21,023.73}{\$ 25,146.13}\}_{(\$ 12.44)}^{(\$ 12.44)}}_{\left(101.2 q^{2}\right.}$ |  | \$3,733.92 | \$1,265.65 | \$0.00 | \$30,133.26 | \$354,840.41 |
| CURRENTS | \$178,029.36 | (\$190.37) | (\$301.46) |  |  | \$2,173.64 | \$134.57 | \$0.00 | \$23,319.50 | \$156,704.17 |
|  | \$207,542.35 | \$0.00 | (\$5,283.71) | \$4,122.40 | $\mathbf{\$ 0 . 0 0}$ | \$1,560.28 | \$1,131.08 | \$0.00 | \$6,813.76 | \$198,136.24 |

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FROM 4/I/2011 TO 4/302011

| Year | Beg Balance | Refunds | Adjustment | Base Tax | Discounts | P/I | Att'y Fee | Other Payment | Total Paid | Total Due |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1967 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1968 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1969 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1970 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1971 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1972 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1973 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1974 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1975 | \$0.48 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.48 |
| 1976 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1977 | \$10.87 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10.87 |
| 1978 | \$20.03 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20.03 |
| 1979 | \$26.52 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$26.52 |
| 1980 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1981 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1982 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1983 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1984 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1985 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1986 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTALS | \$57.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$57.90 |
| CURRENTS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| delinquents | \$57.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$57.90 |

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# Martha Stone, TAC <br> SABINE COUNTY <br> TAX ASSESSOR/ COLLECT <br> April <br> 2011 



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230
$\longrightarrow$
$[1$

## INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Newton County, Texas \& Newton County Public Facility Corporation (hereinafter "Contractor") and Sabine County, (hereinafter) ("County") on the date indicated below

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992)(formerly Article 4413(32c), Tex. Rev. Div. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

## ARTICLE I

## DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.
1.02 MEDICAL SERYICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for the by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through it's Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the county directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.
1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.
1.04 TRANSPORTATION AND OFF-SITE SECURITX: The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.
1.05 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Newton County Correctional Center in Newton, Tex:as, which is operated by Community Education Centers (CEC).

## ARTICLE II

## FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is thirty-nine dollars \& seventy-five cents (\$39.75) per man-day. This rate covers one inmate per day. Any portion of any date shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following moming. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
2.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices.

Payment shall be in the name of Newton County Correctional Center
and shall be remitted to: ATTN: Elizabeth Holloway, County Auditor
P. O. Box 296

Newton, Texas 75966
Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of $10 \%$, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

## TERM OF AGREEMENT

3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
3.02 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to received notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

## ARTICLE IV

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours remove said prisoner's from the facility.
4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Correctional Facility on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.
4.03 RESERVATIONS WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the county shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
4.04 INMATE SENTENCE: Contractor shall not be in charge or responsible: for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the county to discharge the inmate from its own facility. The county accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

## MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.
5.02 NOTICE: All notices, demands, or other writings maybe delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:
Newton County Correctional Center/Newton County Public Facility Corporation
P. O. Drawer J

Newton, Texas 75966
To County:
Sabine County
Charles E. Watson, County Judge
P. O. Box 716

Hemphill, Texas 75948
The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.
5.03 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
5.04 PRIOR AGREEMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by commissioners' court of the respective parties hereto.
5.05 CHOICE OF LAW AND VENUE: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Newton, Newton County, Texas, Center, Sabine County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a District court of Newton County, Texas.
5.06 APPROVALS: This agreement must be approved by the Commissioners Court' of the County and the Commissioners' Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 FUNDING SOURCE: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there is sufficient funds from current revenues available to the County to meet its obligations under this agreement.

## Signature and Execution:


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READ, ADOPTED AND APPROVED by the Newton County Public Facility Corporation meeting held this the $9^{\text {th }}$ day of May, A.D., 2011, at Newton County, Texas.

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PIPELINE ROAD CROSSING APPLICATION
To be completed by amy entry intending to bore and/or Drill across any sabine County Road SABINE COUNTY COMISSIONERS
201 Main St, Hemphill, Texas 75948 409-787-3543
Dare: $5 / 18 / 11$
Name of Exit: Enbridge $G 4 P($ East Texas )L L. P.
Address: Neilisptione\#

Name of Owner: $\qquad$ Neil Nelson No.: $\qquad$ II

County Road (s) involved: $\qquad$ Windcrest Drive

Activity (road boring and/or drilling): road boring

Dates: From: $\qquad$ 5/23/11 To: $\qquad$ 7/23/11
Companies Using Perms: Enbridge $G+P$ (East Texas) L.P.
Number of Trucks: $\qquad$
Type of Truck: $\qquad$ Oil Field $\qquad$ Logger $\qquad$ Saltwater
$\qquad$ Poultry $\qquad$ Utility $\qquad$ Concrete

It is expressly understood that Sabine County, Texas does not purport hereby to grant any right, claim, tile, or easement in or upon the county road.
$\qquad$ successors and assigns shall hold harmless and indemnity Sabine County, Texas and the Commissioners Court of Sabine County, Texas against any and all damages to property or injuries to persons, including the legal defense thereof, caused in whole or in part, by the proposed construction. Further, by submission of the application, Enbridge G\&P (East Teas $\}$ ) $L_{1}$ ? , successors and assigns, agrees to make changes and alterations to the pipeline as may be required in connection with alteration, paving, or relocation of any public or county road, without cost to Sable County, Texas.
Precinct No. county Commissioner Has Approved Applicant: Enbridgen G' $P$ (Ens tEXAS.) L.P.
Applicant holder is responsible for liability as to damages of whatever nature to the road bed, road surface, trees, structures, culverts, signs, bridges, fences, right of way, et that may result from said boring and/or drilling across County Roads.

1. Depth requirement of top of Pipe to bottom of bar ditch shall be slaty inches.
2. New rock/gravel installed over road where traffic and equipment Involved with Pipeline Crossing.

All County Roads are subject to closure to all heavy truck traffic or other equipment utilized by Permit-holder without notice If In the opinion of a County Commissioner, the County Judge and/or Sheriff that the road is being severely damaged by such traffic. Such closure may continue indefinitely and all unauthorized use will be considered criminal.

Transportation Code 251.160 Lability of Owner or Operator for Road Damage
This form must be with the drivers in each of the trucks that your company has permitted. This form should be available for inspection upon request.

Applicant Signature: hel Nelson $\qquad$

Commissioner Signature:


SWOAN and SUBSCRIBED before me this the $23 \wedge 2$ day of Andy $\qquad$ 2011


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\text { vol } 3-B_{P G} 237
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When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists watch out for construction, and follow all traffic safety precautions. This is only to be used as an ald in planning.

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## PUBLIC NOTICE

Sabine County Precinct 3 is advertising for sealed bids for Road Oil \& Sand mix material for Mill Creek Acres Rd., Old Hwy. 8 rd. and Yaupon rd. This is approximately 2 miles of road. Bids are requested as follows:

Bid for Contractor Turn-key job
Bid for Road Oil \& Sand mix material
Sealed bids are due in the County Clerk's office by 3:30 p.m., June 10, 2011. Bids will be opened during the regular session of Court, June 13, 2011. For more information contact Commissioner Doyle Dickerson at 787-3543. Sabine County reserves the right to accept or reject any bid.

Janice McDaniel<br>Sabine County Clerk

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Charles E. Watson, County Judge
Commissioners

| Keith Clark | Precinct \#1 |
| :--- | :--- |
| Jimmy McDaniel | Precinct \#2 |
| Doyle Dickerson | Precinct \#3 |
| Fayne Warner | Precinct \#4 |

Hemphill, Texas 75948

Sabine County is accepting sealed bids for Renewable Energy/HVAC improvements at the Sabine County Courthouse and the Sabine County Sheriff's Department located in downtown Hemphill, TX. Sealed bids marked "Sabine County Renewable Energy/HVAC Improvements" will be received by the County Judge at the Sabine County Courthouse, 201 Main Street, Hemphill, TX, 75948. Sealed Bids will be accepted until 3:00 p.m. on Friday, June 10, 2011. Bids will be opened and read aloud during Commissioners' Court on Monday, June 13, 2011.

Plans, specifications, and other project documents may be obtained at the office of the County Judge at the above address. Sabine County reserves the right to waive any informality, to reject any and all bids, or accept any bid that is determined to be in the best interest of Sabine County. Inquiries concerning this bid solicitation may be made to: Sabine County Judge Charles E. Watson, $2^{\text {ad }}$ Floor of the Courthouse, 201 Main Street, Hemphill, TX, 75948, and Phone 409-787-3543.



[^0]:    * Denotes Voided Check Entries

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