

Monday, October 27, 2014, the Sabine County Commissioners' Court met in a regular session. The following members of the Court were present:

Daryl Melton	County Judge
Tommy Clark	Commissioner Pct. #1
Jimmy McDaniel	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Daryl Melton called the meeting to order at 8:30am. Bro. David Digmon led the Court in prayer which was followed by Commissioner Tommy Clark leading the Court in the Pledge of Allegiance.

**AGENDA ITEM # 1 – General Business.**

Commissioner Jimmy McDaniel moved to pay all accounts save one invoice for the Sheriff's office. Commissioner Doyle Dickerson seconded the motion. All voted for and the motion carried.

**AGENDA ITEM # 2 – Discuss with possible action on approving Reports.**

Commissioner Fayne Warner moved to approve the County Clerk's report as submitted. Commissioner Tommy Clark seconded the motion. All voted for and the motion carried. (See Attached)

**AGENDA ITEM # 3 – Discuss with possible action on Budget Amendments.**

No Budget Amendments were presented.

**AGENDA ITEM # 4 – Discuss with possible action on Line Item Transfers.**

No Line Item Transfers were presented.

**AGENDA ITEM # 5 – Discuss with possible action on exception of an additional 1/10 of a mile extension of Bennett Road as third Class County maintained road for Pct 3.**

Commissioner Doyle Dickerson moved to extend Bennett Drive and Commissioner Fayne Warner seconded the motion. All voted for and the motion carried.

**AGENDA ITEM # 6 – Discuss with possible action on Contract #7214390 Agreement with Texas Department of Agriculture and County of Sabine for Community Development Funds (IKE 2.2).**

Commissioner Jimmy McDaniel moved to accept the Contract # 7214390 Agreement with the Texas Department of Agriculture and County of Sabine for Community Development Funds. Commissioner Doyle Dickerson seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 7 – Discuss with possible action to approve recommendation for Award of Engineering Services on Contract # 7214390, first time water (G-M project).

Commissioner Jimmy McDaniel moved to accept Stromberg as the Engineering Firm for Contract # 7214390, first time water (G-M project). Commissioner Tommy Clark seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 8 – Discuss with possible action to approve Administration Service and contract for Administration Services for Contract # 7214390, first time water (G-M project).

Commissioner Jimmy McDaniel moved to approve Waxman Group as the Administration Service for Contract #7214390, first time water (G-M Water project). Commissioner Doyle Dickerson seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 9 – Discuss with possible action to approve and sign Start-up documents for Contract # 7214390 including Depository Resolution, Fair Housing Resolution, Section 3 Policy on Civil Rights, Resolution Adopting Section 3 Policy, Section 504 Grievance Procedure, Resolution on Section 504 Grievance Procedure and Citizen Participation Plan.

Commissioner Doyle Dickerson moved to approve and sign Start-up documents for Contract # 7214390 including Depository Resolution, Fair Housing Resolution, Section 3 Policy on Civil Rights, Resolution Adopting Section 3 Policy, Section 504 Grievance Procedure, Resolution on Section 504 Grievance Procedure and Citizen Participation Plan. Commissioner Tommy Clark seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 10 – Discuss with possible action on changing court dates for December due to billing purposes.

Judge Daryl Melton tabled this item due to absence of Treasurer.

AGENDA ITEM # 11 – Discuss with possible action on assigning a Grant Administrator.

Commissioner Tommy Clark moved to appoint Malinda Bryan, County Auditor, as Grant Administrator. Commissioner Doyle Dickerson seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 12 –Pay Accounts and Salaries.

Commissioner Fayne Warner moved to pay all accounts and salaries as presented. Commissioner Doyle Dickerson seconded the motion. All voted for and the motion carried.

AGENDA ITEM # 13 – Public Comments

Jerry Pickard, representative for G-M Water, expressed his gratitude to the Court for passing the first time water project and stated that it will be very beneficial to the residents in the designated area(s).

Kerwin Lloyd gave a brief update to the Court as he had returned from an Annual Conference and is looking forward to implementing new systems and procedures.

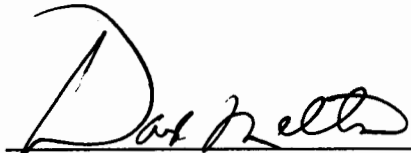
Judge Daryl Melton would like to have all elected officials meet once a month to provide updates from their respective office.

Ronnie Stewart would like to have Rice Field Road named and placed on the County Map.

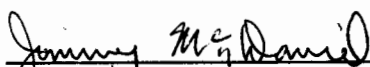
Janice McDaniel gave an update on early voting.


AGENDA ITEM - #14 Pursuant to the authority granted under Government Code, Chap. 551, the Commissioners' Court may convene a closed session to discuss any of the above agenda items. Immediately before any closed session, the specific section or sections of Government Code, Chap. 551 that Provide statutory authority will be announced.

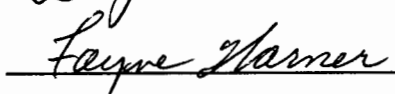
Commissioner Fayne Warner moved to adjourn. Commissioner Doyle Dickerson seconded the motion. All voted for and the meeting adjourned.

 DARYL MELTON

 TOMMY CLARK

 JIMMY MCDANIEL

 DOYLE DICKERSON

 FAYNE WARNER

ATTEST: COUNTY CLERK

 JANICE MCDANIEL

**COUNTY OF SABINE**  
AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: AACH - ANDERSONS A/C &amp; HEATING</b>										
8661	10/15/14	10/23/14	11/29/14							
MOTOR START CAPACITOR 11022		6450.560		\$20.00						\$20.00
				<b>INVOICE 8661 TOTALS:</b>	<b>\$20.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$20.00</b>
				<b>ANDERSONS A/C &amp; HEATING TOTALS:</b>	<b>\$20.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$20.00</b>
<b>VENDOR: ALCD - ALCO DISCOUNT STORE 401</b>										
20518	10/06/14	10/24/14	11/20/14							
(4) TV SCREENS - SHERIFF		6310.440		\$716.00						\$716.00
				<b>INVOICE 20518 TOTALS:</b>	<b>\$716.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$716.00</b>
				<b>ALCO DISCOUNT STORE 401 TOTALS:</b>	<b>\$716.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$716.00</b>
<b>VENDOR: AMSA - AMSAN</b>										
321233470	10/09/14	10/22/14	11/23/14							
RENOWN EFM HNDWASH FOAM ANTIBAC		6310.408		\$36.56						\$36.56
- 4										
6PCT 960Z LASSO ULTRA BLEACH 6EA/CS		6310.408		\$17.53						\$17.53
				<b>INVOICE 321233470 TOTALS:</b>	<b>\$54.09</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$54.09</b>
				<b>AMSAN TOTALS:</b>	<b>\$54.09</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$54.09</b>
<b>VENDOR: BASS - BASS COMPUTERS, INC.</b>										
SI-945451	10/16/14	10/23/14	11/30/14							
3 FT USB 2.0 A MALE TO MICRO B MALE		6502.560		\$5.37						\$5.37
FREIGHT		6502.560		\$10.89						\$10.89
				<b>INVOICE SI-945451 TOTALS:</b>	<b>\$16.26</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$16.26</b>
				<b>BASS COMPUTERS, INC. TOTALS:</b>	<b>\$16.26</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$16.26</b>
<b>VENDOR: BBPH - BROOKSHIRE BROS PHARMACY</b>										
09/03/14	09/03/14	10/23/14	10/18/14							
MAURICE DANIEL 9/3/14 - RX #1309776-1		6543.560		\$5.00						\$5.00
LISINOPRIL 20 MG TAB										
				<b>INVOICE 09/03/14 TOTALS:</b>	<b>\$5.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$5.00</b>
1314385-0	09/18/14	10/23/14	11/02/14							
DUSTIN BERGERON 9/18/14 - PENICILLIN		6543.560		\$9.48						\$9.48
VK 500MG TAB										
				<b>INVOICE 1314385-0 TOTALS:</b>	<b>\$9.48</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$9.48</b>

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
9/18/14	09/18/14	10/23/14	11/02/14							
GAYLIN WHITE 9/02/14 - RX 1309343-1 CHLOROPROMAZINE 100 MG TABLET -		6543.560		\$106.82						\$106.82
GAYLIN WHITE 9/02/14 - RX 1307733-2 LINSINOPRIL 10-12.5 MG TAB		6543.560		\$5.00						\$5.00
INVOICE 9/18/14 TOTALS:				\$111.82	\$0.00	\$0.00				\$111.82
1314609-0	09/22/14	10/23/14	11/06/14							
BOBBY ELLIOTT 9/22/14 - SULFAMETHOXAZOLE - TMP DS TABLET		6543.560		\$5.00						\$5.00
INVOICE 1314609-0 TOTALS:				\$5.00	\$0.00	\$0.00				\$5.00
9/22/14	09/22/14	10/23/14	11/06/14							
STEVE JACOBS 9/18/14 - RX#1314384-0 - LORAZEPAM 0.5 MG TAB		6543.560		\$22.04						\$22.04
STEVE JACOBS 9/22/14 - RX#1314610-0 - PHENYTOIN SODIUM EXT 100 MG CER		6543.560		\$53.03						\$53.03
INVOICE 9/22/14 TOTALS:				\$75.07	\$0.00	\$0.00				\$75.07
09/26/14	09/26/14	10/23/14	11/10/14							
JACOB MOORE 9/26/14 - RX #1311619-1 RISPERIDONE 2 MG TAB		6543.560		\$35.14						\$35.14
INVOICE 09/26/14 TOTALS:				\$35.14	\$0.00	\$0.00				\$35.14
8/12/14	10/23/14	10/23/14	12/07/14							
JUSTIN K BARRILLEAUX 8/12/14 - SULFAMETHOXAZOLE - TMP DS TABLET		6543.560		\$4.23						\$4.23
INVOICE 8/12/14 TOTALS:				\$4.23	\$0.00	\$0.00				\$4.23
BROOKSHIRE BROS PHARMACY TOTALS:				\$245.74	\$0.00	\$0.00				\$245.74
VENDOR: BROK - BROOKSHIRE BROS FOOD/PHARMACY										
90132	09/09/14	10/23/14	10/24/14							
MILK/EGGS		6542.560		\$36.13						\$36.13
SALT/PAPRIKA/CINNAMON		6542.560		\$4.44						\$4.44
BREAD		6542.560		\$25.80						\$25.80
BAKING PWDER/CORN MEAL		6542.560		\$5.06						\$5.06
GARLIC POWDER		6542.560		\$5.98						\$5.98
BACON		6542.560		\$10.99						\$10.99
ONION		6542.560		\$2.00						\$2.00
INVOICE 90132 TOTALS:				\$90.40	\$0.00	\$0.00				\$90.40
73367	09/15/14	10/23/14	10/30/14							
BREAD		6542.560		\$23.22						\$23.22
COOKING SPRAY		6542.560		\$7.96						\$7.96

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COOKIES		6542.560		\$15.30						\$15.30
KETCHUP		6542.560		\$3.43						\$3.43
OIL		6542.560		\$7.39						\$7.39
MILK		6542.560		\$18.36						\$18.36
EGGS		6542.560		\$21.56						\$21.56
INVOICE 73367 TOTALS:				\$97.22	\$0.00	\$0.00				\$97.22
<b>90127</b>	<b>10/23/14</b>	<b>10/23/14</b>	<b>12/07/14</b>							
BUTTERMILK/MILK/EGGS		6542.560		\$43.39						\$43.39
BREAD		6542.560		\$25.80						\$25.80
COOKING SPRAY/SALAD DRESSING		6542.560		\$8.16						\$8.16
BBQ SAUCE/TABASCO SCE		6542.560		\$6.58						\$6.58
OIL		6542.560		\$7.39						\$7.39
COOKIES		6542.560		\$13.25						\$13.25
INVOICE 90127 TOTALS:				\$104.57	\$0.00	\$0.00				\$104.57
<b>90817</b>	<b>10/23/14</b>	<b>10/23/14</b>	<b>12/07/14</b>							
BREAD		6542.560		\$23.22						\$23.22
PAPRIKA/BKI PWDER		6542.560		\$5.25						\$5.25
PINTOS		6542.560		\$17.58						\$17.58
OIL		6542.560		\$7.39						\$7.39
TABASCO PEPR SC		6542.560		\$3.99						\$3.99
EGGS/MILK		6542.560		\$34.92						\$34.92
INVOICE 90817 TOTALS:				\$92.35	\$0.00	\$0.00				\$92.35
BROOKSHIRE BROS FOOD/PHARMACY TOTALS:				\$384.54	\$0.00	\$0.00				\$384.54
VENDOR: CAPO - CARLA POWELL										
<b>10/10/14</b>	<b>10/10/14</b>	<b>10/22/14</b>	<b>11/24/14</b>							
JUROR COMMISSION		6532.435		\$10.00						\$10.00
INVOICE 10/10/14 TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
CARLA POWELL TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
VENDOR: CIRA - CO INFORMATION RESOURCE AGENCY										
<b>SOP002999</b>	<b>10/15/14</b>	<b>10/22/14</b>	<b>11/29/14</b>							
SEPTEMBER 2014 EMAIL ACCOUNTS		6450.409		\$30.00						\$30.00
INVOICE SOP002999 TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00
CO INFORMATION RESOURCE AGENCY TOTALS:				\$30.00	\$0.00	\$0.00				\$30.00

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Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: CUPR - CUSTOM PRODUCTS CORP.</b>										
255557	10/20/14	10/23/14	12/04/14							
(10) 6X18 SHEETED BLANKS WHITE EGP/AL 3/4" RAD NO HONES DF		6310.669		\$51.90						\$51.90
(5) 6X24 SHEETED BLANKS WHITE 3/4" RADIUS NO HOLES EGP/AL DF		6310.669		\$34.50						\$34.50
(5) 24X24 BORDER ONLY BK/YE EGPAL DIAMOND P&R YELLOW K 313 STOCK ITEM		6310.669		\$89.30						\$89.30
(1) 15X10 AVERY GRAPHICS A8 PREMIUM "BLACK" PUNCHED STOCK ITEM		6310.669		\$42.93						\$42.93
(1) UPS		6310.669		\$33.00						\$33.00
				<b>INVOICE 255557 TOTALS:</b>	<b>\$251.63</b>	<b>\$0.00</b>				<b>\$251.63</b>
				<b>CUSTOM PRODUCTS CORP. TOTALS:</b>	<b>\$251.63</b>	<b>\$0.00</b>				<b>\$251.63</b>
<b>VENDOR: DADO - DAVIDSON DOCUMENT SOLUTIONS, I</b>										
INV49053	10/06/14	10/22/14	11/20/14							
COPIER/FAX - CONTRACT BASE RATE CHARGE FOR 10/1 - 10/31/14		6310.485		\$11.00						\$11.00
				<b>INVOICE INV49053 TOTALS:</b>	<b>\$11.00</b>	<b>\$0.00</b>				<b>\$11.00</b>
INV49053-CO.CL.	10/06/14	10/22/14	11/20/14							
COPIER/FAX - CONTRACT BASE RATE CHARGE FOR 10/1-10/31/14		6310.403		\$11.00						\$11.00
				<b>INVOICE INV49053-CO.CL. TOTALS:</b>	<b>\$11.00</b>	<b>\$0.00</b>				<b>\$11.00</b>
INV49053-NONDEP	10/06/14	10/22/14	11/20/14							
COPIER/FAX - CONTRACT BASE RATE CHARGE FOR 10/1 - 10/31/14		6500.409		\$21.39						\$21.39
				<b>INVOICE INV49053-NONDEP TOTALS:</b>	<b>\$21.39</b>	<b>\$0.00</b>				<b>\$21.39</b>
INV49053-TREAS.	10/06/14	10/22/14	11/20/14							
COPIER/FAX - CONTRACT BASE RATE CHARGE FOR 10/1 - 10/31/14		6310.497		\$11.00						\$11.00
				<b>INVOICE INV49053-TREAS. TOTALS:</b>	<b>\$11.00</b>	<b>\$0.00</b>				<b>\$11.00</b>
				<b>DAVIDSON DOCUMENT SOLUTIONS, I TOTALS:</b>	<b>\$54.39</b>	<b>\$0.00</b>				<b>\$54.39</b>
<b>VENDOR: DCOG - DEEP EAST TX COUNCIL OF GOV</b>										
10/22/14	10/22/14	10/22/14	12/06/14							
DETCOG LUNCHEON FOR AUGUST - DARYL MELTON		6611.409		\$12.00						\$12.00
DETCOG LUNCHEON FOR SEPTEMBER - DARYL MELTON		6611.409		\$12.00						\$12.00

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<b>INVOICE 10/22/14 TOTALS:</b>				<b>\$24.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$24.00</b>
<b>DEEP EAST TX COUNCIL OF GOV TOTALS:</b>				<b>\$24.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$24.00</b>
<b>VENDOR: DOGE - DOLLAR GENERAL</b>										
<b>1000336255</b>	<b>09/05/14</b>	<b>10/22/14</b>	<b>10/20/14</b>							
GLADE PLUG IN OIL WA		6310.408		\$1.65						\$1.65
(2) GLADE TWIN OIL OCEAN/APP C		6310.408		\$10.00						\$10.00
FABULOSO LAVENDER		6310.408		\$3.00						\$3.00
(3) RENUZIT SOLID APP CI		6310.408		\$3.00						\$3.00
<b>INVOICE 1000336255 TOTALS:</b>				<b>\$17.65</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$17.65</b>
<b>1000341587</b>	<b>09/23/14</b>	<b>10/22/14</b>	<b>11/07/14</b>							
SWING TOP WASTE BASK		6310.408		\$8.65						\$8.65
AIRWICK AERO APPLE C		6310.408		\$1.00						\$1.00
FEBREZE AIR EFF WILD		6310.408		\$3.00						\$3.00
LYSOL DISINF SUMMER		6310.408		\$4.50						\$4.50
AIRWICK AERO APPLE C		6310.408		\$1.00						\$1.00
THE WORKS TOILET CLE		6310.408		\$1.65						\$1.65
DG HOME DS.LMN KITCH		6310.408		\$4.50						\$4.50
<b>INVOICE 1000341587 TOTALS:</b>				<b>\$24.30</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$24.30</b>
<b>1000344516</b>	<b>10/02/14</b>	<b>10/22/14</b>	<b>11/16/14</b>							
GLADE AUTO REFIL AP		6310.408		\$5.00						\$5.00
GLADE AUTO RED HNYSU		6310.408		\$5.00						\$5.00
EVEREADY C 2PK ALKAL		6310.408		\$2.65						\$2.65
RENUZIT SOLID APPL CI (5)		6310.408		\$5.10						\$5.10
<b>INVOICE 1000344516 TOTALS:</b>				<b>\$17.75</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$17.75</b>
<b>1000339949</b>	<b>11/04/14</b>	<b>10/22/14</b>	<b>12/19/14</b>							
SCRUBBING BUB TOILET		6310.408		\$3.50						\$3.50
GLADE TWIN OIL AP C (3)		6310.408		\$4.25						\$14.25
DGH WN AUTO RFL COT		6310.408		\$5.00						\$5.00
SCRUBBING BUB TOILET		6310.408		\$3.50						\$3.50
SCRUB BUB FOAM BLEACH		6310.408		\$2.85						\$2.85
LYSOL DISINF SPRY CI		6310.408		\$4.50						\$4.50
COUPON		6310.408		(\$0.75)						(\$0.75)
<b>INVOICE 1000339949 TOTALS:</b>				<b>\$32.85</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$32.85</b>
<b>DOLLAR GENERAL TOTALS:</b>				<b>\$92.55</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$92.55</b>

**VENDOR: ETRW - EAST TEXAS REGIONAL WATER PLAN**

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99 ANNUAL MEMBERSHIP DUES	10/01/14	10/22/14 6611.409	11/15/14	\$112.00						\$112.00
INVOICE 99 TOTALS:				\$112.00	\$0.00	\$0.00				\$112.00
EAST TEXAS REGIONAL WATER PLAN TOTALS:				\$112.00	\$0.00	\$0.00				\$112.00
VENDOR: FIRM - FIRMIN'S OFFICE CITY										
63449-0 WIPES, AF, WET/DRY, 40 COU	10/08/14	10/22/14 6310.403	11/22/14	\$18.99						\$18.99
SWABS, KEYKLEEN, 24 CT		6310.403		\$14.33						\$14.33
DUSTER, SIFFER		6310.403		\$7.91						\$7.91
REFILL, SWIFFER DUSTER		6310.403		\$8.96						\$8.96
WIPES, DISINFECTING, 150 P		6310.403		\$13.35						\$13.35
INVOICE 63449-0 TOTALS:				\$63.54	\$0.00	\$0.00				\$63.54
63565-0 CRTDG, INKJT, PGMNT, CYN, 5	10/15/14	10/22/14 6310.403	11/29/14	\$20.79						\$20.79
CRTDG, INK, HP 564XL, BK		6310.403		\$25.99						\$25.99
CRTDG, INKJT, PGMNT, MAG, 5		6310.403		\$20.79						\$20.79
CRTDG, INKJT, PGMNT, YLW, 5		6310.403		\$20.79						\$20.79
INVOICE 63565-0 TOTALS:				\$88.36	\$0.00	\$0.00				\$88.36
63629-0 CRTDG, INK, HP 564XL, BK	10/17/14	10/22/14 6310.403	12/01/14	\$25.99						\$25.99
CRTDG, INKJT, PGMNT, CYN, 5		6310.403		\$20.79						\$20.79
CRTDG, INKJT, PGMNT, MAG, 5		6310.403		\$20.79						\$20.79
CRTDG, INKJT, PGMNT, YLW, 5		6310.403		\$20.79						\$20.79
INVOICE 63629-0 TOTALS:				\$88.36	\$0.00	\$0.00				\$88.36
FIRMIN'S OFFICE CITY TOTALS:				\$240.26	\$0.00	\$0.00				\$240.26
VENDOR: GAPA - GARY R. PARKS										
10/10/14 JUROR COMMISSION	10/10/14	10/22/14 6532.435	11/24/14	\$10.00						\$10.00
INVOICE 10/10/14 TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
GARY R. PARKS TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
VENDOR: HAIS - HART INTERCIVIC										
0000088613 ANNUAL SOFTWARE LICENSE AND SUPPORT RENEWAL	09/26/14	10/22/14 6450.403	11/10/14	\$1,520.00						\$1,520.00

\*V - Denotes Voided Check Entries

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>INVOICE 0000088613 TOTALS:</b>				<b>\$1,520.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,520.00</b>
<b>HART INTERCIVIC TOTALS:</b>				<b>\$1,520.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,520.00</b>
<b>VENDOR: HOSP - SABINE COUNTY HOSPITAL</b>										
<b>20096416</b>	<b>10/02/14</b>	<b>10/23/14</b>	<b>11/16/14</b>							
BOBBY ELLIOTT 9/19/14 20096416 - URINALYSIS		6543.560		\$38.15						\$38.15
INSURANCE PAYMENT		6543.560		(\$29.48)						(\$29.48)
INSURANCE ADJUSTMENT		6543.560		(\$76.51)						(\$76.51)
CULTURE; BACTERIAL URI		6543.560		\$75.20						\$75.20
<b>INVOICE 20096416 TOTALS:</b>				<b>\$7.36</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$7.36</b>
<b>20097643</b>	<b>10/06/14</b>	<b>10/23/14</b>	<b>11/20/14</b>							
STEPHEN JACOBS 10/02/14 - 20097643 - ADM OF INJ SUBQ OR IM		6543.560		\$40.00						\$40.00
STEPHEN JACOBS 10/02/14 - 20097643 - OFFICE VISIT LEVEL 3		6543.560		\$110.00						\$110.00
STEPHEN JACOBS 10/02/14 - 20097643 - 510J1885C		6543.560		\$30.00						\$30.00
STEPHEN JACOBS 10/02/14 - 20097643 - 510S0077		6543.560		\$50.00						\$50.00
STEPHEN JACOBS 10/02/14 - ADMINISTRATIVE ADJ		6543.560		(\$45.00)						(\$45.00)
<b>INVOICE 20097643 TOTALS:</b>				<b>\$185.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$185.00</b>
<b>20097853</b>	<b>10/06/14</b>	<b>10/23/14</b>	<b>11/20/14</b>							
DANIEL MAURICE 10/5/14 - 20097853 OFFICE VISIT LEVEL 3		6543.560		\$110.00						\$110.00
DANIEL MAURICE 10/5/14 - 20097853 ADMINISTRATIVE ADJ		6543.560		(\$45.00)						(\$45.00)
<b>INVOICE 20097853 TOTALS:</b>				<b>\$65.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$65.00</b>
<b>20097889</b>	<b>10/08/14</b>	<b>10/23/14</b>	<b>11/22/14</b>							
STEPHEN JACOBS - 10/6/14 - 20097889 - OFFICE VISIT LEVEL 3		6543.560		\$110.00						\$110.00
ADMINISTRATIVE ADJ.		6543.560		(\$45.00)						(\$45.00)
<b>INVOICE 20097889 TOTALS:</b>				<b>\$65.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$65.00</b>
<b>20098317</b>	<b>10/16/14</b>	<b>10/23/14</b>	<b>11/30/14</b>							
JACOBS STEPHEN W. - 10/15/14 - 20098317 - OFFICE VISIT LEVEL 2		6543.560		\$100.00						\$100.00
ADMINISTRATIVE ADJ		6543.560		(\$45.00)						(\$45.00)
ADMINISTRATIVE ADJ		6543.560		\$10.00						\$10.00
<b>INVOICE 20098317 TOTALS:</b>				<b>\$65.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$65.00</b>

\*V - Denotes Voided Check Entries

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>SABINE COUNTY HOSPITAL TOTALS:</b>				<b>\$387.36</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$387.36</b>
<b>VENDOR: JCOU - JASPER COUNTY</b>										
10/7/14	10/07/14	10/23/14	11/21/14							
JON BURNS - 8/5/14 - MUPIROCIN #2006341		6543.560		\$16.46						\$16.46
JON BURNS - 8/5/14 - SMZ-TMP DS #2006338		6543.560		\$8.17						\$8.17
JON BURNS - 8/12/14 - MUPIROCIN #2013918		6543.560		\$16.46						\$16.46
BARRILLEAUX, JUSTIN KENT - INMATE HOUSING 8/23-9/30/14 (30 DAYS)		6544.560		\$1,200.00						\$1,200.00
COX, SYBIL MARIE - INMATE HOUSING 9/19-9/30/14 (12 DAYS)		6544.560		\$480.00						\$480.00
FOOTE, JOSHUA DANIEL - INMATE HOUSING 9/16-9/30/14 (15 DAYS)		6544.560		\$600.00						\$600.00
MOORE, JACOB - INMATE HOUSING 9/16-9/20/14 (5 DAYS)		6544.560		\$200.00						\$200.00
ROBERTS, CAYLEE ALEXANDRA - INMATE HOUSING 9/19-9/30/14 (12 DAYS)		6544.560		\$480.00						\$480.00
<b>INVOICE 10/7/14 TOTALS:</b>				<b>\$3,001.09</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,001.09</b>
<b>JASPER COUNTY TOTALS:</b>				<b>\$3,001.09</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$3,001.09</b>
<b>VENDOR: JICL - JIMMY CLARK</b>										
10/10/14	10/10/14	10/22/14	11/24/14							
JUROR - COMMISSION		6532.435		\$10.00						\$10.00
<b>INVOICE 10/10/14 TOTALS:</b>				<b>\$10.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$10.00</b>
<b>JIMMY CLARK TOTALS:</b>				<b>\$10.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$10.00</b>
<b>VENDOR: KCDR - K-C DRUGS #2</b>										
15137	09/27/14	10/23/14	11/11/14							
STEVEN JACOBS - RX 0664464 - 9/27/14		6543.560		\$28.54						\$28.54
STEVEN JACOBS - RX 0664465 - 9/27/14		6543.560		\$39.36						\$39.36
CREDIT - INVOICE #13546		6543.560		(\$42.50)						(\$42.50)
<b>INVOICE 15137 TOTALS:</b>				<b>\$25.40</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$25.40</b>
<b>K-C DRUGS #2 TOTALS:</b>				<b>\$25.40</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$25.40</b>
<b>VENDOR: KERF - KERR FORMS</b>										
162575	10/17/14	10/22/14	12/01/14							
1 6102 1099 MISC 3 PT EZ 50 EMP		6310.497		\$29.81						\$29.81

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**COUNTY OF SABINE**  
AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
3 5201 W-2 COPY A 50 SHTS/PKG		6310.497		\$39.42						\$39.42
100 9999-2 SELF-SEAL LSR W-2 ENV.		6310.497		\$48.09						\$48.09
4 5200-1 LSR W-3 SINGLE SHEET		6310.497		\$2.00						\$2.00
3 5209 4UP BLNK LSW2 S/BCKR 50		6310.497		\$39.42						\$39.42
SHIPPING & HANDLING CHARGES		6310.497		\$32.55						\$32.55
ADDITIONAL DISCOUNT 20.00%		6310.497		(\$31.75)						(\$31.75)
<b>INVOICE 162575 TOTALS:</b>				<b>\$159.54</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$159.54</b>
<b>162800</b>	<b>10/20/14</b>	<b>10/22/14</b>	<b>12/04/14</b>							
2,000 345LG1 LSR M/P CK 8.5X11 GRN		6310.497		\$303.48						\$303.48
<b>INVOICE 162800 TOTALS:</b>				<b>\$303.48</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$303.48</b>
<b>162801</b>	<b>10/20/14</b>	<b>10/22/14</b>	<b>12/04/14</b>							
3,000 345LT1 LSR M/P CK 8.5X11 TAN		6310.497		\$455.22						\$455.22
SHIPPING & HANDLING CHARGES		6310.497		\$100.54						\$100.54
<b>INVOICE 162801 TOTALS:</b>				<b>\$555.76</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$555.76</b>
<b>KERR FORMS TOTALS:</b>				<b>\$1,018.78</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,018.78</b>
<b>VENDOR: KLIN - KLINE'S / WRAP-IT-UP</b>										
<b>10/14/14</b>	<b>10/14/14</b>	<b>10/22/14</b>	<b>11/28/14</b>							
1 ROL1734454 PAD FOLIO - FAUX LEATHER		6310.485		\$49.74						\$49.74
<b>INVOICE 10/14/14 TOTALS:</b>				<b>\$49.74</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$49.74</b>
<b>52227</b>	<b>10/14/14</b>	<b>10/22/14</b>	<b>11/28/14</b>							
(5) ACC30071 REPORT COVER - BLACK		6310.497		\$41.95						\$41.95
(5) ACC30078 REPORT COVER - RED		6310.497		\$41.95						\$41.95
DISCOUNT		6310.497		(\$12.59)						(\$12.59)
(2) DAN 1741909 POKET STYLE HIGHLIGHTERS 2/PK		6310.497		\$3.52						\$3.52
<b>INVOICE 52227 TOTALS:</b>				<b>\$74.83</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$74.83</b>
<b>KLINE'S / WRAP-IT-UP TOTALS:</b>				<b>\$124.57</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$124.57</b>
<b>VENDOR: LEXN - LEXISNEXIS</b>										
<b>1409115768</b>	<b>09/30/14</b>	<b>10/22/14</b>	<b>11/14/14</b>							
LEXISNEXIS & RELATED CHARGES		6524.403		\$98.00						\$98.00
<b>INVOICE 1409115768 TOTALS:</b>				<b>\$98.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$98.00</b>
<b>LEXISNEXIS TOTALS:</b>				<b>\$98.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$98.00</b>

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: NAPH - NAPA AUTO PARTS - HEMPHILL</b>										
531166 SCRW KIT	09/03/14	10/23/14 6450.560	10/18/14	\$2.49						\$2.49
INVOICE 531166 TOTALS:				\$2.49	\$0.00	\$0.00				\$2.49
531451 ARM ALL NO TOUCH	09/09/14	10/23/14 6450.560 6450.560	10/24/14	\$7.29 \$4.79						\$7.29 \$4.79
INVOICE 531451 TOTALS:				\$12.08	\$0.00	\$0.00				\$12.08
531767 BEAM BLADE (2)	09/13/14	10/23/14 6450.560	10/28/14	\$24.98						\$24.98
INVOICE 531767 TOTALS:				\$24.98	\$0.00	\$0.00				\$24.98
NAPA AUTO PARTS - HEMPHILL TOTALS:				\$39.55	\$0.00	\$0.00				\$39.55
<b>VENDOR: PRAB - PRITCHARD &amp; ABBOTT, INC.</b>										
2-0409 PC COLLECTION CONTRACT - NOVEMBER INSTALLMENT	11/01/14	10/22/14 6543.499	12/16/14	\$6,600.00						\$6,600.00
INVOICE 2-0409 TOTALS:				\$6,600.00	\$0.00	\$0.00				\$6,600.00
PRITCHARD & ABBOTT, INC. TOTALS:				\$6,600.00	\$0.00	\$0.00				\$6,600.00
<b>VENDOR: QUCO - QUILL CORPORATION</b>										
6738023 HP LASERJET CE285A MONO TONER BLACK	10/06/14	10/22/14 6310.475	11/20/14	\$62.09						\$62.09
INVOICE 6738023 TOTALS:				\$62.09	\$0.00	\$0.00				\$62.09
QUILL CORPORATION TOTALS:				\$62.09	\$0.00	\$0.00				\$62.09
<b>VENDOR: RECO - RELIABLE OFFICE SUPPLIES</b>										
FSB97300 HP LASERJET Q5949A CTG BLK REMAN CANON S35 TONER DISCOUNT HANDLING	10/06/14	10/22/14 6310.457 6310.457 6310.457 6310.457	11/20/14	\$103.00 \$124.99 (\$30.00) \$2.76						\$103.00 \$124.99 (\$30.00) \$2.76
INVOICE FSB97300 TOTALS:				\$200.75	\$0.00	\$0.00				\$200.75
RELIABLE OFFICE SUPPLIES TOTALS:				\$200.75	\$0.00	\$0.00				\$200.75

\*V - Denotes Voided Check Entries

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**COUNTY OF SABINE**  
AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of: 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: RYFU - RYAN FULLER</b>										
10/10/14	10/10/14	10/22/14	11/24/14							
JUROR COMMISSION		6532.435		\$10.00						\$10.00
INVOICE 10/10/14 TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
RYAN FULLER TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
<b>VENDOR: SABT - SABINE COUNTY TREASURER</b>										
09/30/14	09/30/14	10/22/14	11/14/14							
GLOBAL DATA VAULT, LLC		1105.000		\$26.65						\$26.65
INVOICE 09/30/14 TOTALS:				\$26.65	\$0.00	\$0.00				\$26.65
SABINE COUNTY TREASURER TOTALS:				\$26.65	\$0.00	\$0.00				\$26.65
<b>VENDOR: SACD - SAM'S CLUB/GECRB</b>										
007723	09/25/14	10/23/14	11/09/14							
FRANKS/SAUS PATTIES/PORK SAUS		6542.560		\$212.92						\$212.92
SWEET N LOW/SUGAR PCKTS/SUGAR		6542.560		\$65.60						\$65.60
FRUIT COCKTAIL/APPLESAUCE		6542.560		\$41.36						\$41.36
HNY BUSN/CREME PIES/KRSP		6542.560		\$240.15						\$240.15
TRTS/NUTTY BARS/SWT & SLTY										
BRS/CHWY TRL MIX										
FLOUR/COFFEE/WATER		6542.560		\$168.42						\$168.42
CHINET PLATE/ZIPLOC		6542.560		\$55.52						\$55.52
FLAVOR MIX		6542.560		\$104.80						\$104.80
SUPREME		6313.560		\$120.64						\$120.64
BOWL/LYSOL/PINE-SOL/BLEACH										
FABULOSO/BATH TISSUE/PAPER TOWELS		6313.560		\$306.94						\$306.94
INVOICE 007723 TOTALS:				\$1,316.35	\$0.00	\$0.00				\$1,316.35
007062	09/30/14	10/23/14	11/14/14							
WINDFRESH (10)		6313.560		\$153.80						\$153.80
INVOICE 007062 TOTALS:				\$153.80	\$0.00	\$0.00				\$153.80
SAM'S CLUB/GECRB TOTALS:				\$1,470.15	\$0.00	\$0.00				\$1,470.15
<b>VENDOR: SCOT - SCOTT - MERRIMAN, INC.</b>										
054141A	10/21/14	10/22/14	12/05/14							
DIVORCE MINUTES BINDER #54		6310.450		\$99.50						\$99.50
INVOICE 054141A TOTALS:				\$99.50	\$0.00	\$0.00				\$99.50
SCOTT - MERRIMAN, INC. TOTALS:				\$99.50	\$0.00	\$0.00				\$99.50

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: SOTM - SOUTHERN TIRE MART, LLC</b>										
64128379	10/10/14	10/23/14	11/24/14							
LT275/70R18 TRANSFORCE HT 10P (4)		6451.560		\$581.28						\$581.28
INVOICE 64128379 TOTALS:				\$581.28	\$0.00	\$0.00				\$581.28
SOUTHERN TIRE MART, LLC TOTALS:				\$581.28	\$0.00	\$0.00				\$581.28
<b>VENDOR: SPLW - SPEEDY LUBE, TIRE &amp; MUFFLER</b>										
121774	10/20/14	10/23/14	12/04/14							
TIRE BALANCING & ROTATION - UNIT #09		6451.560		\$20.00						\$20.00
INVOICE 121774 TOTALS:				\$20.00	\$0.00	\$0.00				\$20.00
SPEEDY LUBE, TIRE & MUFFLER TOTALS:				\$20.00	\$0.00	\$0.00				\$20.00
<b>VENDOR: STOR - STORY-WRIGHT OFFICE SUPPLY</b>										
20-200043	10/07/14	10/22/14	11/21/14							
PENCIL, ENERGIZE-X, 0.7 MM. BK		6310.405		\$15.99						\$15.99
PEN, HYPER G GEL ROLLER, RD		6310.405		\$18.79						\$18.79
INVOICE 20-200043 TOTALS:				\$34.78	\$0.00	\$0.00				\$34.78
STORY-WRIGHT OFFICE SUPPLY TOTALS:				\$34.78	\$0.00	\$0.00				\$34.78
<b>VENDOR: STUR - STURGIS WEB SERVICES</b>										
4930	09/22/14	10/23/14	11/06/14							
COUNTY CITIZEN TAXES DESIGN AND DEVELOPMENT		6545.499		\$500.00						\$500.00
COUNTY CITIZEN TAXES WEB SITE SERVICES SUPPORT, HOSTING, AND MAINTENANCE 1 YEAR		6545.499		\$2,400.00						\$2,400.00
INVOICE 4930 TOTALS:				\$2,900.00	\$0.00	\$0.00				\$2,900.00
STURGIS WEB SERVICES TOTALS:				\$2,900.00	\$0.00	\$0.00				\$2,900.00
<b>VENDOR: TEJU - TEXAS JUDICIAL ACADEMY</b>										
238347/2020	09/01/14	10/22/14	10/16/14							
MEMBERSHIP FEE - HONORABLE DARYL MELTON (SABINE COUNTY JUDGE)		6475.400		\$200.00						\$200.00
INVOICE 238347/2020 TOTALS:				\$200.00	\$0.00	\$0.00				\$200.00
TEXAS JUDICIAL ACADEMY TOTALS:				\$200.00	\$0.00	\$0.00				\$200.00

\*V - Denotes Voided Check Entries

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**COUNTY OF SABINE**  
AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: TIFB - TIFFANI BRADBERRY</b>										
10/10/14 JUROR COMMISSION	10/10/14	10/22/14 6532.435	11/24/14	\$10.00						\$10.00
INVOICE 10/10/14 TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
TIFFANI BRADBERRY TOTALS:				\$10.00	\$0.00	\$0.00				\$10.00
<b>VENDOR: TPCI - TERRILL PETROLEUM CO., INC.</b>										
12647 18.55 UNL @ 2.623 18.55 EXCISE TAX	10/08/14	10/22/14 6451.445 6451.445	11/22/14	\$48.66 \$3.71						\$48.66 \$3.71
INVOICE 12647 TOTALS:				\$52.37	\$0.00	\$0.00				\$52.37
12415964 515 GAL OF UNL 87 E10 515 STATE EXCISE TAX	10/16/14	10/23/14 6335.560 6335.560	11/30/14	\$1,239.09 \$103.00						\$1,239.09 \$103.00
INVOICE 12415964 TOTALS:				\$1,342.09	\$0.00	\$0.00				\$1,342.09
TERRILL PETROLEUM CO., INC. TOTALS:				\$1,394.46	\$0.00	\$0.00				\$1,394.46
<b>VENDOR: WEXB - WEX BANK</b>										
E/9748668 14.296 GAL OF UNL @ 3.289 EXEMPT TAX	09/05/14	10/23/14 6335.550 6335.550	10/20/14	\$47.02 (\$2.62)						\$47.02 (\$2.62)
INVOICE E/9748668 TOTALS:				\$44.40	\$0.00	\$0.00				\$44.40
105145 22.699 GALS OF DSL @ 3.649 EXEMPT TAX	09/08/14	10/23/14 6335.560 6335.560	10/23/14	\$82.83 (\$5.52)						\$82.83 (\$5.52)
INVOICE 105145 TOTALS:				\$77.31	\$0.00	\$0.00				\$77.31
130332 17.179 GALS OF UNL @ 3.289 EXEMPT TAX	09/10/14	10/23/14 6335.551 6335.551	10/25/14	\$56.50 (\$3.14)						\$56.50 (\$3.14)
INVOICE 130332 TOTALS:				\$53.36	\$0.00	\$0.00				\$53.36
140745 14.915 GAL OF UNL @ 3.289 EXEMPT TAX	09/12/14	10/23/14 6335.550 6335.550	10/27/14	\$49.06 (\$2.73)						\$49.06 (\$2.73)
INVOICE 140745 TOTALS:				\$46.33	\$0.00	\$0.00				\$46.33
164650	09/12/14	10/23/14	10/27/14							

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
22.626 GALS OF DSL @ 3.649		6335.560		\$82.56						\$82.56
EXEMPT TAX		6335.560		(\$5.50)						(\$5.50)
INVOICE 164650 TOTALS:				\$77.06	\$0.00	\$0.00				\$77.06
856500	09/17/14	10/23/14	11/01/14							
15.007 GALS OF DSL @ 3.579		6335.560		\$53.71						\$53.71
EXEMPT TAX		6335.560		(\$3.65)						(\$3.65)
INVOICE 856500 TOTALS:				\$50.06	\$0.00	\$0.00				\$50.06
131740	09/18/14	10/23/14	11/02/14							
15.054 GALS OF UNL @ 3.289		6335.550		\$49.51						\$49.51
EXEMPT TAX		6335.550		(\$2.75)						(\$2.75)
INVOICE 131740 TOTALS:				\$46.76	\$0.00	\$0.00				\$46.76
50195	09/18/14	10/23/14	11/02/14							
17.228 GAL OF UNL @ 3.279		6335.551		\$56.49						\$56.49
EXEMPT TAX		6335.551		(\$3.15)						(\$3.15)
INVOICE 50195 TOTALS:				\$53.34	\$0.00	\$0.00				\$53.34
E/7312716	09/19/14	10/23/14	11/03/14							
15.727 GALS OF UNL @ 3.179		6335.560		\$50.00						\$50.00
EXEMPT TAX		6335.560		(\$2.88)						(\$2.88)
INVOICE E/7312716 TOTALS:				\$47.12	\$0.00	\$0.00				\$47.12
50973	09/23/14	10/23/14	11/07/14							
22.601 GALS OF DSL @ 3.699		6335.560		\$83.60						\$83.60
EXEMPT TAX		6335.560		(\$4.14)						(\$4.14)
INVOICE 50973 TOTALS:				\$79.46	\$0.00	\$0.00				\$79.46
140552	09/24/14	10/23/14	11/08/14							
18.269 GAL OF UNL @ 3.289		6335.551		\$60.09						\$60.09
EXEMPT TAX		6335.551		(\$3.34)						(\$3.34)
INVOICE 140552 TOTALS:				\$56.75	\$0.00	\$0.00				\$56.75
184851	09/25/14	10/23/14	11/09/14							
19.863 GALS OF DSL @ 3.649		6335.560		\$72.48						\$72.48
EXEMPT TAX		6335.560		(\$4.83)						(\$4.83)
INVOICE 184851 TOTALS:				\$67.65	\$0.00	\$0.00				\$67.65
E/9753246	09/28/14	10/23/14	11/12/14							
13.907 GAL OF UNL @ 3.289		6335.550		\$45.74						\$45.74
EXEMPT TAX		6335.550		(\$2.54)						(\$2.54)
INVOICE E/9753246 TOTALS:				\$43.20	\$0.00	\$0.00				\$43.20

\*V - Denotes Voided Check Entries

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**COUNTY OF SABINE**  
AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)  
Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
51797	09/29/14	10/23/14	11/13/14							
23.112 GALS OF DSL @ 3.699		6335.560		\$85.49						\$85.49
EXEMPT TAX		6335.560		(\$4.23)						(\$4.23)
INVOICE 51797 TOTALS:				<u>\$81.26</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$81.26</u>
185113	09/30/14	10/23/14	11/14/14							
15.99 GALS OF DSL @ 3.64		6335.560		\$58.37						\$58.37
EXEMPT TAX		6335.560		(\$3.89)						(\$3.89)
INVOICE 185113 TOTALS:				<u>\$54.48</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$54.48</u>
165518	10/01/14	10/23/14	11/15/14							
18.852 GAL OF UNL		6335.551		\$62.00						\$62.00
EXEMPT TAX		6335.551		(\$3.45)						(\$3.45)
INVOICE 165518 TOTALS:				<u>\$58.55</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$58.55</u>
78656	10/03/14	10/23/14	11/17/14							
22.513 GALS OF DSL @ 3.699		6335.560		\$83.28						\$83.28
EXEMPT TAX		6335.560		(\$4.12)						(\$4.12)
INVOICE 78656 TOTALS:				<u>\$79.16</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$79.16</u>
10/06/14	10/06/14	10/23/14	11/20/14							
MONTHLY CARD CHG		6335.551		\$2.00						\$2.00
INVOICE 10/06/14 TOTALS:				<u>\$2.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$2.00</u>
10/06/14-SHER	10/06/14	10/23/14	11/20/14							
MONTHLY CARD CHG		6335.560		\$18.00						\$18.00
INVOICE 10/06/14-SHER TOTALS:				<u>\$18.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$18.00</u>
10/6/14	10/06/14	10/23/14	11/20/14							
MONTHLY CARD CHARGE		6335.550		\$2.00						\$2.00
INVOICE 10/6/14 TOTALS:				<u>\$2.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$2.00</u>
E/9754511	10/24/14	10/23/14	12/08/14							
8.152 GALS OF UNL @ 3.209		6335.550		\$26.16						\$26.16
EXEMPT TAX		6335.550		(\$1.49)						(\$1.49)
INVOICE E/9754511 TOTALS:				<u>\$24.67</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$24.67</u>
WEX BANK TOTALS:				<u>\$1,062.92</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$1,062.92</u>

VENDOR: WGVI - WATCH GUARD VIDEO

ACCINV0002510      10/15/14      10/23/14      11/29/14

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)


Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
KIT, WIRELESS MICROPHONE TRANSCIEVER BATTERY - 2.4 GHZ (ADD'L)		6500.560		\$41.00						\$41.00
VISOR POST BRACKET, FORD CROWN VICTORIA 2005 (B) 2011 FREIGHT		6500.560		\$45.00						\$45.00
		6500.560		\$10.00						\$10.00
		INVOICE ACCINV0002510 TOTALS:		<u>\$96.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$96.00</u>
		WATCH GUARD VIDEO TOTALS:		<u>\$96.00</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$96.00</u>
		LEDGER TOTALS:		<u><u>\$23,254.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>				<u><u>\$23,254.79</u></u>

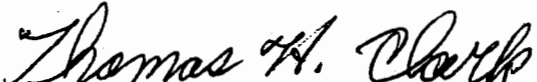
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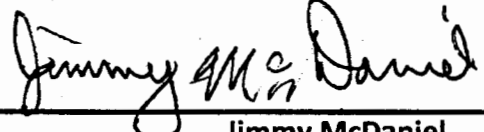
Daryl Melton  
County Judge



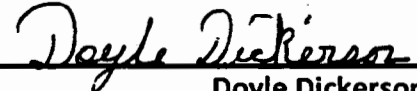
Janice McDaniel  
County Clerk



Thomas Clark  
Commissioner, Precinct #1



Jimmy McDaniel  
Commissioner, Precinct #2



Doyle Dickerson  
Commissioner, Precinct #3



Fayne Warner  
Commissioner, Precinct #4

Approved for payment by Sabine County Commissioner's Court on October 27, 2014.

COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: BIG4 - BIG "4", INC.</b>										
00345312 84 YARDS OF ROAD BASE	10/07/14	10/23/14 6377.603	11/21/14	\$840.00						\$840.00
				<b>INVOICE 00345312 TOTALS:</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$840.00</b>
00344328 60 YARDS OF ROAD BASE	10/08/14	10/23/14 6377.603	11/22/14	\$600.00						\$600.00
				<b>INVOICE 00344328 TOTALS:</b>	<b>\$600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$600.00</b>
00345339 36 YARDS OF ROAD BASE	10/09/14	10/22/14 6377.604	11/23/14	\$360.00						\$360.00
				<b>INVOICE 00345339 TOTALS:</b>	<b>\$360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$360.00</b>
00345538 60 YARDS OF ROAD BASE	10/09/14	10/23/14 6377.603	11/23/14	\$600.00						\$600.00
				<b>INVOICE 00345538 TOTALS:</b>	<b>\$600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$600.00</b>
00345341 72 YARDS OF ROAD BASE	10/10/14	10/23/14 6377.603	11/24/14	\$720.00						\$720.00
				<b>INVOICE 00345341 TOTALS:</b>	<b>\$720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$720.00</b>
00345370 12 YARDS OF ROAD BASE	10/15/14	10/23/14 6377.603	11/29/14	\$120.00						\$120.00
				<b>INVOICE 00345370 TOTALS:</b>	<b>\$120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$120.00</b>
				<b>BIG "4", INC. TOTALS:</b>	<b>\$3,240.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$3,240.00</b>
<b>VENDOR: BIGT - HBC</b>										
029611/I 1/2 PVC CMP COUPLING	10/10/14	10/23/14 6645.603	11/24/14	\$2.79						\$2.79
				<b>INVOICE 029611/I TOTALS:</b>	<b>\$2.79</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$2.79</b>
029681/I 1" WHT MALE ADAPTER	10/20/14	10/23/14 6645.603	12/04/14	\$1.18						\$1.18
1X1/2 REDU BUSHING		6645.603		\$2.58						\$2.58
1/2" BRS STD HOSE BIBB		6645.603		\$6.99						\$6.99
1/2X260' PTEE SEAL TAPE		6645.603		\$1.09						\$1.09
				<b>INVOICE 029681/I TOTALS:</b>	<b>\$11.84</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$11.84</b>
				<b>HBC TOTALS:</b>	<b>\$14.63</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$14.63</b>

\*V - Denotes Voided Check Entries

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COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: BROK - BROOKSHIRE BROTHERS</b>										
90818	09/30/14	10/22/14	11/14/14							
BROOKSHIRE BROTHERS DRINKING WATER		6657.601		\$15.00						\$15.00
HYTOP PAPER TOWEL		6657.601		\$7.49						\$7.49
CLASSIC ROAST COFFEE		6657.601		\$8.99						\$8.99
INVOICE 90818 TOTALS:				\$31.48	\$0.00	\$0.00				\$31.48
BROOKSHIRE BROTHERS TOTALS:				\$31.48	\$0.00	\$0.00				\$31.48
<b>VENDOR: FAWA - FAYNE WARNER</b>										
8655-21	10/14/14	10/22/14	11/28/14							
REIMBURSEMENT FOR PURCHASE OF ICE		6657.604		\$9.07						\$9.07
INVOICE 8655-21 TOTALS:				\$9.07	\$0.00	\$0.00				\$9.07
0671-9	10/17/14	10/22/14	12/01/14							
REIMBURSEMENT FOR PURCHASE OF ICE		6657.604		\$7.25						\$7.25
INVOICE 0671-9 TOTALS:				\$7.25	\$0.00	\$0.00				\$7.25
FAYNE WARNER TOTALS:				\$16.32	\$0.00	\$0.00				\$16.32
<b>VENDOR: GMWS - G-M WATER SUPPLY CORP.</b>										
102314	10/17/14	10/23/14	12/01/14							
MONTHLY WATER BILL; ACCOUNT NO. 1365		6440.603		\$33.67						\$33.67
INVOICE 102314 TOTALS:				\$33.67	\$0.00	\$0.00				\$33.67
G-M WATER SUPPLY CORP. TOTALS:				\$33.67	\$0.00	\$0.00				\$33.67
<b>VENDOR: JTGR - J.T. GREENE TRUCK &amp; EQUIPMENT</b>										
100081401.601	10/08/14	10/22/14	11/22/14							
HYDOIL & HYD PACKAGE KIT		6355.601		\$21.45						\$21.45
LABOR		6344.601		\$50.00						\$50.00
INVOICE 100081401.601 TOTALS:				\$71.45	\$0.00	\$0.00				\$71.45
10081401.602	10/08/14	10/22/14	11/22/14							
HYD OIL & HYD PACKAGE KIT		6355.602		\$21.45						\$21.45
LABOR		6344.602		\$50.00						\$50.00
INVOICE 10081401.602 TOTALS:				\$71.45	\$0.00	\$0.00				\$71.45

\*V - Denotes Voided Check Entries

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of: 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
10081401.603	10/08/14	10/23/14	11/22/14							
HYD OIL & HYD PACKAGING KIT		6355.603		\$21.45						\$21.45
LABOR		6344.603		\$50.00						\$50.00
INVOICE 10081401.603 TOTALS:				\$71.45	\$0.00	\$0.00				\$71.45
10081401.604	10/08/14	10/22/14	11/22/14							
HYD OIL & HYD PACKAGE KIT		6355.604		\$21.45						\$21.45
LABOR		6344.604		\$50.00						\$50.00
INVOICE 10081401.604 TOTALS:				\$71.45	\$0.00	\$0.00				\$71.45
1014901	10/14/14	10/23/14	11/28/14							
LABOR FOR SIDEROOM		6346.603		\$150.00						\$150.00
INVOICE 1014901 TOTALS:				\$150.00	\$0.00	\$0.00				\$150.00
J.T. GREENE TRUCK & EQUIPMENT TOTALS:				\$435.80	\$0.00	\$0.00				\$435.80
VENDOR: NAPH - NAPA AUTO PARTS - HEMPILL										
531138	09/03/14	10/23/14	10/18/14							
FUSE PAC		6657.603		\$1.68						\$1.68
TOWELS		6657.603		\$10.76						\$10.76
INVOICE 531138 TOTALS:				\$12.44	\$0.00	\$0.00				\$12.44
532457	09/25/14	10/22/14	11/09/14							
LOCKING GAS CAP		6355.602		\$14.21						\$14.21
BLASTER		6355.602		\$5.99						\$5.99
TOWELS		6657.602		\$2.69						\$2.69
AIR FRESHNER		6657.602		\$4.99						\$4.99
INVOICE 532457 TOTALS:				\$27.88	\$0.00	\$0.00				\$27.88
532504	09/26/14	10/23/14	11/10/14							
LMP SIGNAL		6657.603		\$4.20						\$4.20
LMP STOPLITE		6657.603		\$4.35						\$4.35
GUN-COUP		6657.603		\$6.70						\$6.70
INVOICE 532504 TOTALS:				\$15.25	\$0.00	\$0.00				\$15.25
532723	09/30/14	10/22/14	11/14/14							
BRUSH		6657.604		\$8.99						\$8.99
WASH BRUSH		6657.604		\$19.49						\$19.49
INVOICE 532723 TOTALS:				\$28.48	\$0.00	\$0.00				\$28.48
NAPA AUTO PARTS - HEMPILL TOTALS:				\$84.05	\$0.00	\$0.00				\$84.05

\*V - Denotes Voided Check Entries

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AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: PTSS - PROCELLA TIRE &amp; SERV. STATION</b>										
0005546	12/12/13	10/23/14	01/26/14							
2457017 FUZION		6365.603		\$298.00						\$298.00
WASTE TIRE FEE		6365.603		\$6.00						\$6.00
INVOICE 0005546 TOTALS:				\$304.00	\$0.00	\$0.00				\$304.00
0008042	10/10/14	10/22/14	11/24/14							
YOK 11R24.5 RY 617 PRE HWY 14		6365.602		\$449.00						\$449.00
MOUNT TRUCK		6365.602		\$25.00						\$25.00
INVOICE 0008042 TOTALS:				\$474.00	\$0.00	\$0.00				\$474.00
0008080	10/16/14	10/23/14	11/30/14							
BULK OIL 5W30 SYN BLEND		6365.603		\$21.00						\$21.00
OIL FILTER		6365.603		\$11.95						\$11.95
SHOP SUPPLIES		6365.603		\$3.50						\$3.50
INVOICE 0008080 TOTALS:				\$36.45	\$0.00	\$0.00				\$36.45
PROCELLA TIRE & SERV. STATION TOTALS:				\$814.45	\$0.00	\$0.00				\$814.45
<b>VENDOR: TPCI - TERRILL PETROLEUM</b>										
12614	10/02/14	10/23/14	11/16/14							
20.25 GALLONS OF UNLEADED		6335.603		\$60.53						\$60.53
INVOICE 12614 TOTALS:				\$60.53	\$0.00	\$0.00				\$60.53
12624	10/02/14	10/22/14	11/16/14							
20 GALLONS OF UNLEADED		6335.602		\$55.78						\$55.78
STATE EXCISE TAX		6335.602		\$4.00						\$4.00
INVOICE 12624 TOTALS:				\$59.78	\$0.00	\$0.00				\$59.78
12646	10/08/14	10/23/14	11/22/14							
19.11 GALLONS OF UNLEADED		6335.603		\$50.13						\$50.13
STATE EXCISE TAX		6335.603		\$3.82						\$3.82
INVOICE 12646 TOTALS:				\$53.95	\$0.00	\$0.00				\$53.95
12649	10/08/14	10/22/14	11/22/14							
21.54 GALLONS OF UNLEADED		6335.602		\$56.50						\$56.50
STATE EXCISE TAX		6335.602		\$4.31						\$4.31
INVOICE 12649 TOTALS:				\$60.81	\$0.00	\$0.00				\$60.81
12415966	10/16/14	10/22/14	11/30/14							
1000 GALLONS OF DIESEL		6336.602		\$2,836.00						\$2,836.00

\*V - Denotes Voided Check Entries

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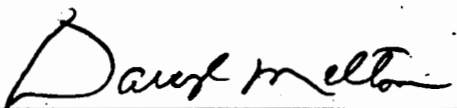
COUNTY OF SABINE

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)


Ledger as of : 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
STATE EXCISE TAX		6336.602		\$200.00						\$200.00
		INVOICE 12415966 TOTALS:		\$3,036.00	\$0.00	\$0.00				\$3,036.00
		TERRILL PETROLEUM TOTALS:		\$3,271.07	\$0.00	\$0.00				\$3,271.07
		LEDGER TOTALS:		\$7,941.47	\$0.00	\$0.00				\$7,941.47

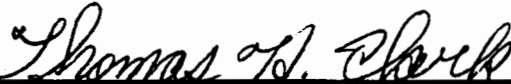
VOL 3-A PG 392




Daryl Melton  
County Judge



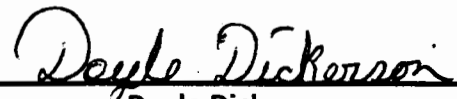
Janice McDaniel  
County Clerk



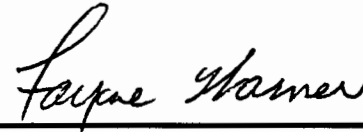
Thomas Clark  
Commissioner, Precinct #1



Jimmy McDaniel  
Commissioner, Precinct #2



Doyle Dickerson  
Commissioner, Precinct #3



Fayne Warner  
Commissioner, Precinct #4

Approved for payment by Sabine County Commissioner's Court on October 27, 2014.

HOTEL/MOTEL TAX

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: CHCO - SABINE CO CHAMBER OF COMMERCE</b>										
06/04/14 HEMPHILL POST OFFICE - FOREVER STAMPS	06/04/14	10/23/14	07/19/14	6453.58						\$9.80
INVOICE 06/04/14 TOTALS:				\$9.80	\$0.00	\$0.00				\$9.80
06/05/14 HEMPHILL POST OFFICE - SEMI-ANNUAL BOX FEE	06/05/14	10/23/14	07/20/14	6453.58						\$25.00
INVOICE 06/05/14 TOTALS:				\$25.00	\$0.00	\$0.00				\$25.00
INV18616 DAVIDSON DOCUMENT SOLUTIONS - BILL	06/25/14	10/23/14	08/09/14	6453.58						\$21.08
INVOICE INV18616 TOTALS:				\$21.08	\$0.00	\$0.00				\$21.08
INV27550 DAVIDSON DOCUMENT SOLUTIONS - BILL	07/29/14	10/23/14	09/12/14	6453.58						\$73.15
INVOICE INV27550 TOTALS:				\$73.15	\$0.00	\$0.00				\$73.15
125503748-8/7/14 WINDSTREAM - 08/07/14	08/07/14	10/23/14	09/21/14	6453.58						\$154.23
INVOICE 125503748-8/7/14 TOTALS:				\$154.23	\$0.00	\$0.00				\$154.23
08/18/14 HEMPHILL POST OFFICE - COPPERAS COVE TX FIRST CLASS MAIL	08/18/14	10/23/14	10/02/14	6453.58						\$3.76
INVOICE 08/18/14 TOTALS:				\$3.76	\$0.00	\$0.00				\$3.76
08/27/14 HEMPHILL POST OFFICE - PRIORITY MAIL	08/27/14	10/23/14	10/11/14	6453.58						\$8.75
INVOICE 08/27/14 TOTALS:				\$8.75	\$0.00	\$0.00				\$8.75
125503748-9/8/14 WINDSTREAM - 09/08/14	09/08/14	10/23/14	10/23/14	6453.58						\$154.23
INVOICE 125503748-9/8/14 TOTALS:				\$154.23	\$0.00	\$0.00				\$154.23
125503748 WINDSTREAM - 10/07/14	10/07/14	10/23/14	11/21/14	6453.58						\$154.34
INVOICE 125503748 TOTALS:				\$154.34	\$0.00	\$0.00				\$154.34
INV49661 DAVIDSON DOCUMENT SOLUTIONS, INC.	10/08/14	10/23/14	11/22/14	6453.58						\$12.67
INVOICE INV49661 TOTALS:				\$12.67	\$0.00	\$0.00				\$12.67

\*V - Denotes Voided Check Entries

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**HOTEL/MOTEL TAX**

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 10/24/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
INV50159 DAVIDSON DOCUMENT SOLUTIONS - 10/09/14	10/09/14	10/23/14 6453.58	11/23/14	\$16.57						\$16.57
INVOICE INV50159 TOTALS:				\$16.57	\$0.00	\$0.00				\$16.57
07/31/14 UTILITY BILL 6/12/14 - 7/10/14	10/22/14	10/23/14 6453.58	12/06/14	\$119.65						\$119.65
INVOICE 07/31/14 TOTALS:				\$119.65	\$0.00	\$0.00				\$119.65
09/08/14 UTILITY BILL 7/10/14 - 8/11/14	10/22/14	10/23/14 6453.58	12/06/14	\$153.37						\$153.37
INVOICE 09/08/14 TOTALS:				\$153.37	\$0.00	\$0.00				\$153.37
10/15/14 UTILITY BILL - 8/11/14 - 9/11/14	10/22/14	10/23/14 6453.58	12/06/14	\$164.47						\$164.47
INVOICE 10/15/14 TOTALS:				\$164.47	\$0.00	\$0.00				\$164.47
SABINE CO CHAMBER OF COMMERCE TOTALS:				\$1,071.07	\$0.00	\$0.00				\$1,071.07
<b>VENDOR: FIME - FISHERS OF MEN MINISTRIES, INC</b>										
14-7-(#2) FINAL - 80% FOR 2014 FISHERS OF MEN DISTRICT 7 CHAMPIONSHIP	03/19/14	10/24/14 6451.58	05/03/14	\$6,000.00						\$6,000.00
INVOICE 14-7-(#2) TOTALS:				\$6,000.00	\$0.00	\$0.00				\$6,000.00
FISHERS OF MEN MINISTRIES, INC TOTALS:				\$6,000.00	\$0.00	\$0.00				\$6,000.00
LEDGER TOTALS:				\$7,071.07	\$0.00	\$0.00				\$7,071.07


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Daryl Melton  
County Judge



Janice McDaniel  
County Clerk



Thomas Clark  
Commissioner, Precinct #1



Jimmy McDaniel  
Commissioner, Precinct #2



Doyle Dickerson  
Commissioner, Precinct #3



Fayne Warner  
Commissioner, Precinct #4

Approved for payment by Sabine County Commissioner's Court on October 27, 2014.

**ROAD AND BRIDGE SPECIAL**


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

Ledger as of : 10/23/2014

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
<b>VENDOR: ASCO - ASSOCIATED SUPPLY CO., INC.</b>										
C39027	10/07/14	10/22/14	11/21/14							
24V BULB		6355.6050		\$7.80						\$7.80
FREIGHT OUT		6355.6050		\$12.61						\$12.61
<b>INVOICE C39027 TOTALS:</b>				<u>\$20.41</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$20.41</u>
<b>ASSOCIATED SUPPLY CO., INC. TOTALS:</b>				<u>\$20.41</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$20.41</u>
<b>VENDOR: TPCI - TERRILL PETROLEUM CO. INC.</b>										
12650	10/08/14	10/22/14	11/22/14							
DIESEL EXHAUST FLUID		6337.6050		\$47.90						\$47.90
<b>INVOICE 12650 TOTALS:</b>				<u>\$47.90</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$47.90</u>
<b>TERRILL PETROLEUM CO. INC. TOTALS:</b>				<u>\$47.90</u>	<u>\$0.00</u>	<u>\$0.00</u>				<u>\$47.90</u>
<b>LEDGER TOTALS:</b>				<u><u>\$68.31</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>				<u><u>\$68.31</u></u>

\*V - Denotes Voided Check Entries

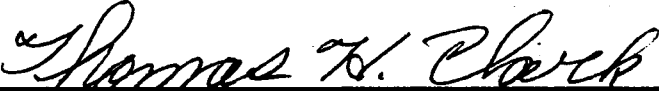
VOL 3-H PG 391



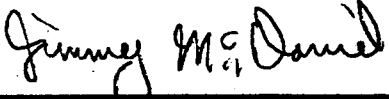
Daryl Melton  
County Judge



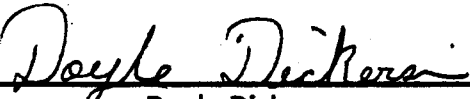
Janice McDaniel  
County Clerk



Thomas Clark  
Commissioner, Precinct #1



Jimmy McDaniel  
Commissioner, Precinct #2



Doyle Dickerson  
Commissioner, Precinct #3



Fayne Warner  
Commissioner, Precinct #4

Approved for payment by Sabine County Commissioner's Court on October 27, 2014.

**SABINE COUNTY CLERK'S OFFICE**  
**REPORT TO THE TREASURER FOR THE MONTH OF SEPTEMBER 2014**

**County Fees**

Recording Fees			\$3,273.25
Copy Fees			\$1,299.50
Finance Statements			\$0.00
Marriage License			\$270.00
Probate Fees (includes service fee)			\$223.00
Assumed Name			\$5.50
Civil Fees			\$171.00
Brands			\$0.00
Application for Beer License			\$0.00
Deposit for Wills			\$0.00
Criminal Fees			\$2,634.85
Resitution			\$0.00
Court Technology Fund (CTF)	3 cases @	\$4.00	\$12.00
Court Preservation Fee (CRPF)	6 cases @	\$10.00	\$60.00
County Supplement Fee (SCF)	3 cases @	\$20.00	\$60.00
County JSF	1 cases @	\$0.60	\$0.60
CT	1 cases @	\$2.00	\$2.00
Archive Fee			\$1,580.00
VSCC			\$41.00
Record Retention Fees			\$1,560.00
Courthouse Security Fees			\$192.00
Records Management Fees			\$55.00
Law Library	6 cases @	\$30.00	\$180.00
County Clerk Surcharge (County)	5 cases @	\$0.20	\$1.00
County Clerk Surcharge (State)	14 cases @	\$0.17	\$2.38
IRS Deposit			\$64.00
Escrowed Accounts			*120.00
(* escrowed account not included in Subtotal)		<b>Subtotal</b>	<b>\$11,687.08</b>

**State Fees**

Online Birth Certificate State (Online BCST)	14	@	\$1.83	\$25.62
Birth Certificate State (BCST)	5	@	\$1.80	\$9.00
Marriage License State (MLST)	9	@	\$30.00	\$270.00
Judicial Fund Criminal (JFD CR)	1	@	\$15.00	\$15.00
Judicial Fund Civil (JFD CV)	6	@	\$40.00	\$240.00
Alternate Dispute Resolution (ADR)	3	@	\$15.00	\$45.00
Moving Violation Fine (MVF)	0	@	\$0.10	\$0.00
Appellate Judicial System (AJS)	6	@	\$5.00	\$30.00
Indigent Defense Fund (IDF)	1	@	\$2.00	\$2.00
Judicial Support Fee State (JSF CR ST)	1	@	\$5.40	\$5.40
Judicial Support Fee Civil (JSF Civil)	6	@	\$42.00	\$252.00
EMS Trauma	0	@	\$100.00	\$0.00
Civil Legal Services Indigent (CLSI)	6	@	\$10.00	\$60.00
Time Payment (TP)	2	@	\$12.50	\$25.00
Drug Court Program / A&D	0	@	\$60.00	\$0.00
Jury Reimbursement Fee (JRF)	1	@	\$4.00	\$4.00
Electronic Filing Fee - Criminal (EFF CR)	2	@	\$5.00	\$10.00
Electronic Filing Fee - Civil (EFF CV)	6	@	\$20.00	\$120.00
Arrest Fees	4	@	\$5.00	\$20.00
State Traffic Fine (STF)	0			\$0.00
DNA Testing Fee (DNA)	0			\$0.00
Nondisclosure Fee	0			\$0.00
Early Childhood Health (ECH)	0	@	\$5.00	\$0.00
			<b>Subtotal</b>	<b>\$1,133.02</b>

JCD	1	@	\$0.50	\$0.50
FA	1	@	\$5.00	\$5.00
CCC	1	@	\$40.00	\$40.00
JCPT	1	@	\$2.00	\$2.00
CMI	1	@	\$0.50	\$0.50
CVC	1	@	\$35.00	\$35.00

<b>Court Costs for Offenses Committed (CCC)</b>				
01/01/04 Forward				\$83.00
09/01/01 thru 12/31/03				
08/31/99 thru 08/31/01				
09/01/97 thru 08/30/99				
09/01/95 thru 08/31/97				

**TOTAL** **\$12,903.10**

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 September, 2014.

*Janice McDaniel*  
 Janice McDaniel - Sabine County Clerk

10-15-14  
 Date



143  
10-14-14

**RIGHT OF WAY EASEMENT**  
(Donation Form)

**141787**

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF SABINE**

That, I Buford Gerald Bennett, having been fully informed of all the facts including my right to just compensation for the right-of-way described in this instrument, it is my desire to donate said right-of-way for public road purposes and I hereby specifically waive my right to an appraisal of said property, of the County of Sabine, State of Texas, hereinafter referred to as Grantee, whether one or more, for and in consideration of the donation, and other good and valuable consideration to Grantor by Sabine County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant and Convey unto Sabine County, Texas, an easement for roadway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a county road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the properties located in the County of Sabine, State of Texas, more particularly described as 55.3637 acres and 28.142 acres both in the John Clark Survey A-7, Sabine County, Texas and being more fully described by metes and bounds in Exhibit "A", which are attached hereto and incorporated herein for any and all purposes.

It is hereby understood and by the acceptance of this instrument it is recognized that Grantors retain title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the property described in said Exhibit "A", and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the roadway of Sabine County, or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of Sabine County to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the Sabine County highway system.

**TO HAVE AND TO HOLD** unto the said Sabine County, Texas, as aforesaid, for the purposes and on the conditions set forth hereinabove, the premises described in said Exhibit "A".

0007 010

**SURVEY PLAT**

TO A

**40.00' WIDE ROAD EASEMENT**

"PROPOSED EXTENSION OF BENNETT DRIVE"

(LENGTH 896.94')

BEING OUT OF AND PART OF  
A CALLED 55.3637 ACRE TRACT  
RECORDED IN VOL. 243 PG. 546 DR  
AND BEING OUT OF AND PART OF  
A CALLED 28.142 ACRE TRACT  
RECORDED IN VOL. 131 PG. 809 OPR  
IN THE

**JOHN CLARK SURVEY A-7  
SABINE COUNTY TEXAS**

FOUND CONCRETE MONUMENT IN PROJECTION OF A DOWN HOG  
WIRE FENCE LINE RUNNING EASTERLY & APPROXIMATELY 15'  
EASTERLY OF A DRY BRANCH  
N 80°28'52" E 642.62'

B. G. BENNETT  
CALLED 28.142 ACRE TRACT  
RECORDED IN VOL. 131 PG. 809 OPR

BUFORD GERALD BENNETT  
CALLED 55.3637 ACRE TRACT  
RECORDED IN VOL. 243 PG. 546 DR

B. G. BENNETT  
CALLED 28.142 ACRE TRACT  
RECORDED IN VOL. 131 PG. 809 OPR

FOUND 1/2" IRON ROD IN OR ABOUT  
AN OLD DOWN FENCE LINE RUNNING EASTERLY & WESTERLY  
FROM WHICH A 3/4" IRON ROD IN CONCRETE FOUND IN THE  
CENTERLINE OF BENNETT DRIVE BEARS N 80°28'52" E 829.59'

CENTERLINE OF BENNETT DRIVE  
○ = POINT

ALL BEARINGS HEREIN RECITED ARE REFERENCED  
TO THE TEXAS STATE PLANE COORDINATE SYSTEM  
(CENTRAL ZONE) NAD 83 W\ THE 99 ADJUSTMENT.

**SURVEYOR DID NOT ABSTRACT FOR TITLE OR  
EASEMENTS AND DID NOT LOCATE ANY  
UNDER GROUND UTILITIES**



**CALLS ALONG THE CENTERLINE OF A 40.00' WIDE ROAD EASEMENT**

	BEARING	DISTANCE
L1	S 62°35'59" W	25.19'
L2	S 64°22'24" W	76.26'
L3	S 67°45'19" W	76.10'
L4	S 68°41'13" W	69.75'
L5	S 73°17'34" W	59.07'
L6	S 83°20'53" W	57.64'
L7	S 83°53'02" W	37.86'
L8	S 66°13'56" W	37.88'
L9	S 42°53'58" W	41.02'
L10	S 28°35'53" W	30.15'
L11	S 18°31'42" W	38.58'
L12	S 15°19'16" W	75.58'
L13	S 23°12'58" W	38.38'
L14	S 39°58'14" W	43.42'
L15	S 53°46'38" W	35.88'
L16	S 73°52'46" W	31.82'
L17	N 88°09'24" W	27.47'
L18	N 69°44'07" W	24.47'
L19	N 50°22'46" W	30.90'
L20	N 36°26'22" W	39.54'

THE STATE OF TEXAS  
COUNTY OF  
SABINE  
I WM. MARK BIRDWELL A REGISTERED PROFESSIONAL LAND SURVEYOR, OF THE  
STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT TRULY &  
ACCURATELY DEPICTS A SURVEY MADE ON THE GROUND THIS DAY UNDER MY  
DIRECT SUPERVISION.

*WM. MARK BIRDWELL*

WM. MARK BIRDWELL  
R.P.L.S. #5148  
10/02/2014

REFERENCE IS MADE TO A LEGAL DESCRIPTION OF EVEN DATE

BIRDWELL SURVEYING  
WM. MARK BIRDWELL  
121 MARKET P.O. BOX 1142  
HEMPHILL TEXAS 75948  
PHONE (409)787-2722

JOB. NO. 58007008  
DRAWING NO. 58007008  
BOOK: 5B-74 PG: 41

VOL 3-H PG 401

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

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

**CURRENT NEED**

Sabine County has households in the northeastern portion of the county that do not have public water service and rely upon shallow wells that are easily contaminated, resulting in a potential threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

**ACTIVITIES**

**Water Improvements** Contractor shall provide first-time water access to households in the northeast portion of the county. Contractor shall install approximately eight thousand two hundred linear feet (8,200 l.f.) of two-inch (2") to three-inch (3") water line, approximately one hundred fifty linear feet (150 l.f.) of bore, twenty-five (25) water meters, valves, driveway and pavement repair, and all associated appurtenances. Residents will be served by the G-M Water Supply Corporation (WSC). Construction shall take place in the following locations:

STREET	FROM	TO
Hideaway Loop	Highway 21 East	Around entire loop (full circle)
Lazy J Drive	Highway 21 East	End of road
Powell Lane	FM 3121	End of road

These activities shall benefit sixty-three (63) persons, of which fifty-six (56) persons or eighty-nine percent (89%) are of low- to moderate-income.

**Rehabilitation: Single-Unit Water Service** Contractor shall provide first-time water service to households in the northeast portion of the county. Contractor shall install twenty-one (21) water yard service lines, and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as low- to moderate-income. Residents will be served by the G-M WSC. Construction shall take place in the following locations:

STREET	FROM	TO
Hideaway Loop	Highway 21 East	Around entire loop (full circle)
Lazy J Drive	Highway 21 East	End of road
Powell Lane	FM 3121	End of road

These activities shall benefit fifty-six (56) persons, of which fifty-six (56) persons or one hundred percent (100%) are of low- to moderate-income.

### **Engineering**

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

### **General Administration**

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

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

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W	Water Improvements - Total	\$202,250	\$0	\$202,250
	Water Improvements-Construction	\$162,250	\$0	\$162,250
	Water Improvements-Engineering	\$40,000	\$0	\$40,000
14A	Rehab: Single-Unit Water Service - Total	\$41,750	\$0	\$41,750
	Rehab: Single-Unit Water Service-Construction	\$36,750	\$0	\$36,750
	Rehab: Single-Unit Water Service-Engineering	\$5,000	\$0	\$5,000
21A	General Program Administration - Total	\$31,000	\$0	\$31,000
<b>TOTALS</b>		<b>\$275,000</b>	<b>\$0</b>	<b>\$275,000</b>

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE COUNTY OF SABINE  
CONTRACT NO. 7214390  
FOR  
THE COMMUNITY DEVELOPMENT FUND**

**SECTION 1. PARTIES TO CONTRACT**

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

**SECTION 2. CONTRACT PERIOD**

This contract and agreement shall commence on October 15, 2014, and shall terminate on October 14, 2016, unless otherwise specifically provided by the terms of this contract.

**SECTION 3. PURPOSE**

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

**SECTION 4. CONTRACTOR PERFORMANCE**

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

## SECTION 5. DEPARTMENT OBLIGATIONS

### A. Payment for Allowable Costs

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

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid or is subject to payment to the Contractor, or has been reimbursed or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7 of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

### B. Excess Payments

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

### C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

## SECTION 6. GENERAL CONDITIONS

### A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

### B. "Independent Contractor"

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

### C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

### D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

### E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when



major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

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

F. Remedies for Noncompliance

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;
- (3) Failure to complete activities in accordance with the Project Implementation Schedule;
- (4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;
- (5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or
- (6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

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

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise

due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.

b. Contractor must commence cure within 30 days of the Department's notice.

c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.

d. Contractor must complete the cure within 90 days of the Department's notice.

e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

## SECTION 7. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

1. Uniform Administrative Requirements. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as supplemented by the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS").

2. Accounting Standards. The Contractor agrees to comply with 24 CFR 85.20-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3. Cost Principles. The Contractor shall comply with the requirements and standards of the Department and HUD on the allowability of costs and the use of TxCDBG funds. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with applicable federal regulations and cost principles, as supplemented by UGCMS and this contract.

**B. Documentation and Record Keeping**

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

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

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained by 24 CFR 570.490 and 570.506, 24 CFR 85.42, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor must submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252; 31 U.S.C. § 6101 note), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

**D. Procurement**

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 24 CFR Part 85, as modified by 24 CFR 570.502(a), and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

**E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the Department any TxCDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this contract. If the Contractor fails to use TxCDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Department an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-TxCDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Department. The Contractor may retain real property acquired or improved under this contract after the expiration of the five-year period.

**SECTION 8. PERFORMANCE MONITORING**

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

**SECTION 9. SUBCONTRACTS**

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards

requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

**B. Selection Process**

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 24 CFR 85.36(h), as applicable.

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

**SECTION 10. LEGAL AUTHORITY**

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

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

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

## SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of any subcontract; and (2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

## SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$500,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA's Management Letter (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and



complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

### **SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS**

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

#### **B. Limitations on Activities Pending Clearance**

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

### **SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS**

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

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

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the TxCDBG Project Implementation Manual and the following requirements:

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

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5:00 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

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

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

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

## SECTION 15. DEBARMENT

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

## SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively) as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include these civil rights provisions in every subcontract or purchase order, specifically or by reference.

B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

(2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.

(3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.

(4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications. The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts. The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conflict of Interest. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. The Contractor shall include these conflict of interest provisions in all subcontracts.

#### D. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

#### E. Religious Activities and Faith-Based Organizations

1. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

### SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

### SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

**SECTION 19. WAIVER**

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 20. ORAL AND WRITTEN AGREEMENTS**

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

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

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

**SECTION 21. VENUE**

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

Signed:

  
 \_\_\_\_\_  
 Daryl Melton, County Judge  
 County of Sabine

10/27/14  
 Date

Approved and accepted on behalf of the Texas Department of Agriculture.

\_\_\_\_\_  
 Drew DeBerry, Deputy Commissioner  
 Texas Department of Agriculture

\_\_\_\_\_  
 Date

**EXHIBIT C**  
**PROJECT IMPLEMENTATION SCHEDULE**  
**COUNTY OF SABINE**

CONTRACT START DATE  
 October 15, 2014

CONTRACT END DATE  
 October 14, 2016

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	12/15/2014
4-Month Conference Call / Meeting Completed <sup>(1)</sup>	Month 4	2/15/2015
Plans and Specifications Completed	Month 6	4/15/2015
Plans and Specifications Submitted for Approval (as required <sup>1</sup> )	Month 6	4/15/2015
Environmental Review Completed	Month 6	4/15/2015
Clearance of Pre-Construction Special Conditions	Month 8	6/15/2015
Wage Rate 10-Day Confirmation	Month 8	6/15/2015
Construction Contract Awarded & Executed	Month 9	7/15/2015
Construction - 50% TxCDBG project complete	Month 14	12/15/2015
Construction - 75% TxCDBG project complete	Month 17	3/15/2016
Construction - 90% TxCDBG project complete	Month 19	5/15/2016
Construction & Final Inspections Completed	Month 20	6/15/2016
End Date of Contract	Month 24	10/14/2016
Close-out documents submitted to Department (60 days after End Date)	Month 26	12/13/2016

<sup>(1)</sup> See TxCDBG Project Implementation Manual

**EXHIBIT D**  
**COMMUNITY DEVELOPMENT FUND**  
**SPECIAL CONDITIONS**  
**COUNTY OF SABINE**

**A. Special Conditions for Release of Construction Funds**

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department shall terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
4. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

**B. Other Special Conditions**

**1. Project Mapping/Design Information and Copyright**

a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's



name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

## EXHIBIT E

### APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; federal regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

#### I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35.

#### II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

##### B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, 36 FR 8921 (May 13, 1971)
3. Federal historic preservation regulations, at 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

##### C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, 42 FR 26951 (May 24, 1977), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order
2. Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 24, 1977)

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

##### E. Water systems

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

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

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

##### H. Air quality

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

I. Farmland protection

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

J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph J.2 of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

K. Environmental justice for low income and minority populations. Executive Order 12898 of February 11, 1994 (59 FR 7629).

III. ACQUISITION/RELOCATION

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

**EXHIBIT F**  
**CERTIFICATIONS**

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF SABINE, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

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

COUNTY OF SABINE

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

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

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

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

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

SABINE COUNTY, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF SABINE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7214390.**

**WHEREAS**, the County of Sabine, Texas has received a 2014 Texas Community Development Block Grant award to provide first time water service; and,

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture; and,

**WHEREAS**, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution; and,

**WHEREAS**, the County of Sabine, Texas, acknowledges that in the event that an authorized signatory of the City changes the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory; and,
- a revised TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)*.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF THE COUNTY OF SABINE, TEXAS, AS FOLLOWS:**

**THAT** the County Judge and County Judge Pro Tem be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2014 Texas Community Development Block Grant Program Contract 7214390; and,

**THAT** the County Judge, County Judge Pro Tem, and County Treasurer be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2014 Texas Community Development Block Grant Program.

**PASSED AND APPROVED** by the County Commissioners of the County of Sabine, Texas, on this the 27 day of October, 2014.

  
Daryl Melton, County Judge

ATTEST:

  
Janice McDaniel, County Clerk

SABINE COUNTY, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF SABINE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7214390.**

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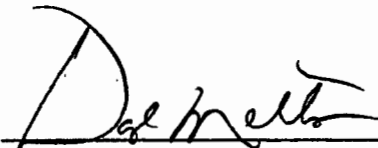
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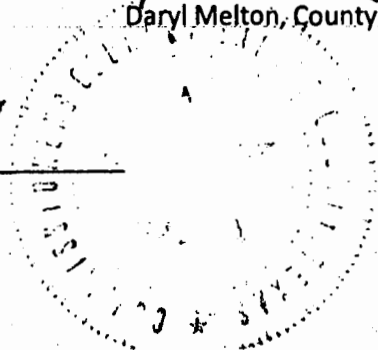
**THAT** the County Judge, County Judge Pro Tem, and County Treasurer be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2014 Texas Community Development Block Grant Program.

**PASSED AND APPROVED** by the County Commissioners of the County of Sabine, Texas, on this the 27 day of October, 2014.

  
\_\_\_\_\_  
Daryl Melton, County Judge

ATTEST:

  
\_\_\_\_\_  
Janice McDaniel, County Clerk



SABINE COUNTY, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF SABINE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7214390.**

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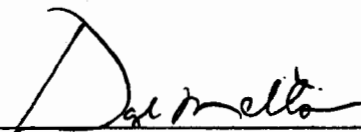
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**THAT** the County Judge, County Judge Pro Tem, and County Treasurer be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2014 Texas Community Development Block Grant Program.

**PASSED AND APPROVED** by the County Commissioners of the County of Sabine, Texas, on this the 27 day of October, 2014.

  
\_\_\_\_\_  
Daryl Melton, County Judge

ATTEST:

  
\_\_\_\_\_  
Janice McDaniel, County Clerk





SABINE COUNTY, TEXAS

RESOLUTION NO. \_\_\_\_\_

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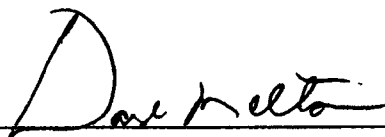
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**THAT** the County Judge, County Judge Pro Tem, and County Treasurer be authorized to execute the *Request for Payment Form* documents required for requesting funds approved in the 2014 Texas Community Development Block Grant Program.

**PASSED AND APPROVED** by the County Commissioners of the County of Sabine, Texas, on this the 27 day of October, 2014.

  
\_\_\_\_\_  
Daryl Melton, County Judge

ATTEST:

  
\_\_\_\_\_  
Janice McDaniel, County Clerk



RESOLUTION

**A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS  
ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE  
PRINCIPAL OF FAIR HOUSING, AND DESCRIBING THE ACTIONS IT SHALL UNDERTAKE TO  
AFFIRAMATIVELY FURTHER FAIR HOUSING**

**WHEREAS**, the Federal Housing and Community Development Act of 1974 as amended requires all applicants for Community Development Block Grant funds to certify that they shall affirmatively further fair housing; and

**WHEREAS**, the Federal Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act, and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

**WHEREAS**, fairness is the foundation of the United States system and reflects traditional American values; and

**WHEREAS**, discriminatory housing practices undermine the strength and vitality of America and its citizens; and

**NOW THEREFORE BE IT RESOLVED, THAT THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS WISH ALL PERSONS LIVING, WORKING AND DOING BUSINESS IN OR TRAVELING THROUGH THE COUNTY TO KNOW THAT:**

Discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin is prohibited by Title VII of the Fair Housing Act Amendments of 1988; and

The County of Sabine will implement educational programs and policies, within the constraints of its resources, to support equal opportunity in housing for all persons; and

The County of Sabine will publicize this Resolution to encourage owners of rental properties, developers, builders, and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state and local laws and ordinances.

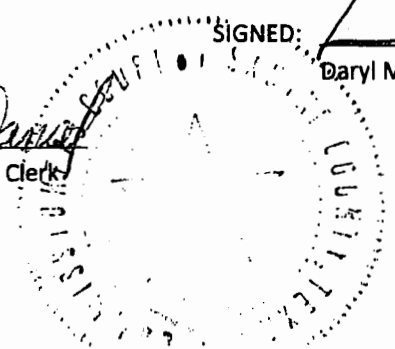
**PASSED THIS, THE 27 DAY OF OCTOBER, 2014, BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS.**

ATTEST:

*Janice McDaniel*  
Janice McDaniel, County Clerk

SIGNED:

*Daryl Melton*  
Daryl Melton, County Judge



### Section 3 Policy

In accordance with 12 U.S.C. 1701u the COUNTY OF SABINE, TEXAS agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the COUNTY OF SABINE, TEXAS we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

David Melton  
Signature

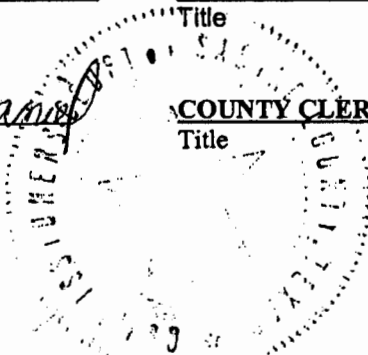
COUNTY JUDGE  
Title

10-27-14  
Date

Janice McDaniel  
Signature

COUNTY CLERK  
Title

10-27-14  
Date



### Section 3 Policy

In accordance with 12 U.S.C. 1701u the COUNTY OF SABINE, TEXAS agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the COUNTY OF SABINE, TEXAS we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

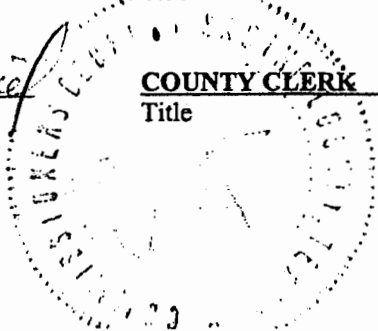
*Jessie McDonald*  
Signature

COUNTY JUDGE  
Title

10-27-14  
Date

COUNTY CLERK  
Title

10-27-14  
Date



RESOLUTION NO: \_\_\_\_\_

**RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS ADOPTING SECTION 3 POLICY OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u) THAT ENCOURAGES JOB TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES TO SECTION 3 RESIDENTS AND SECTION 3 BUSINESSES OF THE COUNTY OF SABINE, TEXAS TO THE GREATEST EXTENT FEASIBLE.**

**WHEREAS**, Section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u), as amended, requires that County of Sabine, Texas ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low-very low income persons, particularly those who are recipients of governmental assistance for housing and to businesses that provide economic opportunities for these person; and

**WHEREAS**, the County will ensure that contractors and subcontractors performing work on Section 3 funded activities are in compliance with the Section 3 requirements; and

**WHEREAS**, the attached Section 3 Policy be adopted by the County Commissioners Court of the County of Sabine, Texas.

**PASSED, APPROVED, AND ADOPTED ON THIS THE 27 DAY OF OCTOBER, 2014 BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS.**

SIGNED: \_\_\_\_\_

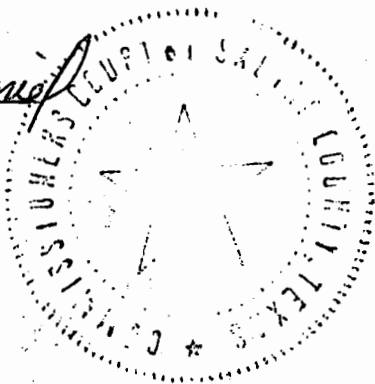
*Daryl Melton*

Daryl Melton, County Judge

ATTEST: \_\_\_\_\_

*Janice McDaniel*

Janice McDaniel, County Clerk



**A1004**

## **Section 504 Grievance Procedure**

The **County of Sabine, Texas** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)). Section 504 states, in part that, "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: **Daryl Melton, County Judge, Sabine County Court House, P.O. Box 716, Hemphill, Texas 75948, 409 787-3543** who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Daryl Melton, County Judge**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Daryl Melton, County Judge** and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of the **County of Sabine, Texas** relating to the complaints files.

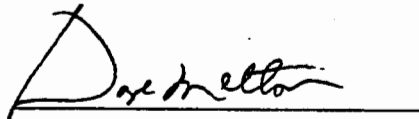
The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the **County of Sabine, Texas**.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban

Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the **County of Sabine, Texas** complies with Section 504 and HUD regulations.

SIGNED:

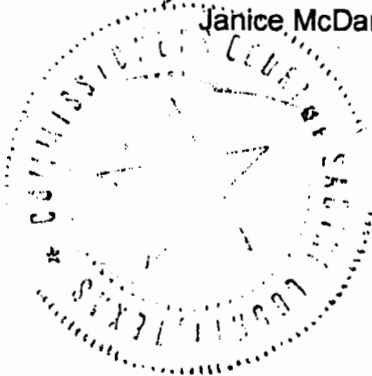


Daryl Melton, County Judge

ATTEST:



Janice McDaniel, County Clerk



**A1004**

## **Section 504 Grievance Procedure**

The **County of Sabine, Texas** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)). Section 504 states, in part that, "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: **Daryl Melton, County Judge, Sabine County Court House, P.O. Box 716, Hemphill, Texas 75948, 409 787-3543** who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Daryl Melton, County Judge**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Daryl Melton, County Judge** and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of the **County of Sabine, Texas** relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the **County of Sabine, Texas**.

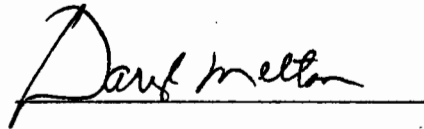
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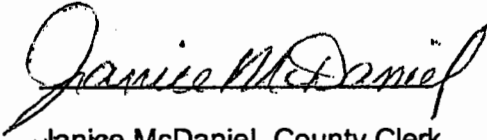
These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the **County of Sabine, Texas** complies with Section 504 and HUD regulations.

SIGNED:



Daryl Melton, County Judge

ATTEST:



Janice McDaniel, County Clerk



COUNTY OF SABINE, TEXAS

SECTION 504 RESOLUTION

**WHEREAS**, it is hereby declared that the County of Sabine, Texas establish a local Section 504 Grievance Procedures; and

**WHEREAS**, it further declared that establishment of such procedures requires the designation of a Coordinator; and

**WHEREAS**, it is the intent of the County of Sabine to investigate complaints alleging discrimination by reason of disability.

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

1. That the County adopt the attached Section 504 Grievance Procedures.
2. That the County Court designates the County Judge as the Section 504 Coordinator
3. That the County directs the Coordinator to receive and investigate complaints alleging discrimination by reason of disability.

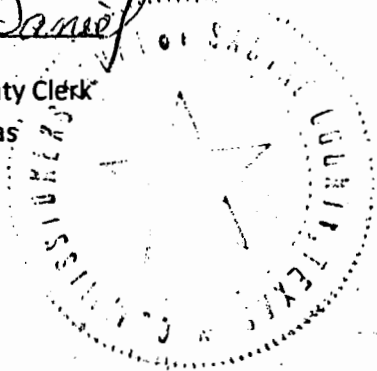
**PASSED AND APPROVED THIS 27 DAY OF OCTOBER, 2014 BY THE COUNTY COMMISSIONERS COURT OF SABINE, TEXAS.**

SIGNED: 

Daryl Melton, County Judge  
County of Sabine, Texas

ATTEST: 

Janice McDaniel, County Clerk  
County of Sabine, Texas



A grant to a locality under the Texas Community Development Program may be awarded only if the locality certifies that it is following a detailed Citizen Participation Plan that provides for and encourages citizen participation at all stages of the Community Development Program. Texas Community Development Program applicants and funded localities are required to carry out citizen participation in accordance with the following Citizen Participation Plan adopted by the Texas Department of Agriculture for the Texas Community Development Program.

### CITIZEN PARTICIPATION PLAN

THE COUNTY OF SABINE, TEXAS

DATE: October 27, 2014

The County of Sabine, Texas shall comply with the following citizen participation plan requirements:

- (1) provide for and encourage citizen participation, emphasizing participation by persons of low and moderate income residing in slum and blight areas and in areas in which TCDP funds are proposed to be used;
- (2) provide citizens with reasonable and timely access to local meetings, information and records concerning the proposed and actual use of TCDP funds;
- (3) provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing TCDP proposals with the level and type of assistance to be determined by the applicant/recipient;
- (4) provide for public hearings to obtain citizen views and to respond to questions and proposals at all stages of the Community Development Program, including at least the development of needs, the review of proposed activities, and a review of program performance, with hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for handicapped persons;
- (5) provide for a timely written response to written complaints and grievances, within 15 working days where practicable; and
- (6) identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

## **PUBLIC HEARING PROVISIONS**

For each public hearing scheduled and conducted by a TCDP applicant or recipient, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least **seventy-two (72) hours** prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice **MUST** include the **DATE, TIME, LOCATION** and **TOPICS** to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to interested community groups.
2. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. The required public hearings must be held after 5:00 p.m. on a weekday or at a convenient time on a Saturday.
3. When a significant number of non- English speaking residents can be reasonably expected to participate in a public hearing, and interpreter will be present to accommodate the needs of the non-English speaking residents.

## **COMPLAINT PROCEDURES**

The applicant/recipient must have written citizen complaint procedures that provides a timely written response to complaints and grievances. The complaint procedures must comply with the requirement of the Office of Rural Community Affairs Complaint System, 10 T.A.C. Sec. 1.11 and 1.13. Citizens must be made aware of the location and hours that they may obtain a copy of these written procedures. (See Attachment A)

## **TECHNICAL ASSISTANCE**

When requested, the applicant/recipient shall provide technical assistance to groups representative of persons of low and moderate income in developing proposals for the use of TCDP funds. The level and type of assistance shall be determined by the applicant/recipient based upon the specific needs of the community's residents.

The applicant must comply with the following citizen participation requirements for the preparation and submission of an application to the Texas Community Development Program:

1. At a minimum, the applicant must hold at least one public hearing prior to developing the application and a public notice published prior to submission of the application.

2. The public hearings must be held at least 7 days apart.
3. The locality must retain documentation of the hearing notices, attendance lists, minutes of the hearings, and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records must be made available to the public in accordance with TEX. GOV'T. CODE ANN. Chapter 552.
4. The first public hearing must include a discussion with citizens on the development of housing and community development needs, the amount of funding available, all eligible activities under the Texas Community Development Program, and the use of past TCDP contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
5. At least five (5) days prior to submission of an application for TCDP funds, the applicant must publish a public notice in a local newspaper that includes the following information: The TCDP fund categories for which applications will be submitted, the amount of the TCDP funds requested in each application, a short description of the proposed project activities in each application, the location of the project activities included in each application, the location and hours when the application will be available for public review.
6. While more than one application can be discussed at a single public hearing (e.g., if the applicant is considering both a Community Development Fund and a Texas Capital Fund application), a hearing held for the previous program year's submittal of the same application (under either fund) is not acceptable for meeting the requirements for any subsequent competition.

The applicant must comply with the following citizen participation requirements in the event that the applicant/recipient receives funding from the Texas Community Development Program:

1. The locality must hold a public hearing concerning any substantial change, as determined by the TCDP, proposed to be made in the use of TCDP funds from one eligible activity to another.
2. Upon completion of the TCDP activities, the locality shall hold a public hearing and review its program performance including the actual use of the TCDP funds.
3. The locality must retain documentation of the hearing notices, attendance lists, minutes of the hearings, and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with TEX. GOV'T. CODE ANN. CHAPTER 552.

SIGNED: *Daryl Melton*  
Daryl Melton, County Judge

DATE: October 27, 2014

ATTEST: *Janice McDaniel*  
Janice McDaniel,  
County Clerk

DATE: October 27, 2014



**ATTACHMENT A**  
**CITIZEN COMPLAINT PROCEDURE**

**SECTION 1**

It is the policy of the County of Sabine to review all complaints received by the County .

**SECTION 2**

The following procedures will be followed on all complaints received by the County of Sabine.

- 1) The complainant shall notify the County Judge of the complaint. The initial complaint may be expressed orally or by written correspondence.
- 2) The County Judge will notify the Mayor or designated representative of the complaint within 5 working days.
- 3) The Mayor or designated representative will investigate the complaint and will report the findings to the County Commissioners Court within 10 working days.
- 4) The County will notify the complainant of the findings of the Mayor or designated representative in writing or by telephone within 15 working days.
- 5) If the complainant is aggrieved by the decision, he must forward the complaint in writing (if previously submitted orally) to the County Judge who will forward the complaint along with actions taken by the Mayor or designated representative to the appropriate Commissioners Court committee for their review. This will be accomplished within 20 working days of receipt of the written complaint.
- 6) The reviewing Commissioners Court committee will have 15 working days to review the complaint and forward their decision to the complainant in writing.
- 7) If the complainant is aggrieved with the decision of the Commissioners Court committee, he must notify the County Judge in writing that he desires to be afforded a hearing by the County Commissioners Court. The complainant will be placed on the next regularly scheduled Commissioners Court meeting agenda. The County Judge will notify the complainant in writing of the date of the hearing.
- 8) The complainant must bring all relevant data, witnessed, etc. to the hearing. The County Commissioners Court, at the hearing, will review the complaint and forward within 10 days a certified copy of the minutes of the meeting at which the

hearing was conducted and a decision was rendered. If a decision is not reached at the hearing, the County Commissioners Court will inform complainant of an appropriate date to expect a response. Within ten working days of reaching a decision, the complainant will be notified in writing of the decision.

Complaints concerning the general administration of the Texas Community Development Program may be submitted in writing directly to the:

TEXAS DEPARTMENT OF AGRICULTURE  
Office of Rural Affairs  
Texas Community Development Program  
P.O. Box 12847  
Austin, Texas 78711

### **SECTION 3**

All citizen complaints relative to Fair Housing/Equal Opportunity violations alleging discrimination shall be forwarded for disposition to the:

Department of Housing and Urban Development  
Regional Office  
Fair Housing and Equal Opportunity Division  
Post Office Box 2905  
Fort Worth, Texas 76113-2905

The Complainant will be notified in writing within 10 days that, due to the nature of the complaint, it has been forwarded to HUD for resolution.

or

Complainant may contact the HUD FH/EO Division directly at the Toll Free Telephone # 1-800-669-9777 or TDD# 1-800-927-9275

### **SECTION 4**

The County will maintain a file for the purpose of keeping reports of complaints.

### **SECTION 5**

This policy does not invalidate nor supersede the personnel or other policies of the County which are currently adopted, but is intended to service as a guide for complaints.

### **SECTION 6**

The policy may be amended by a majority vote at any of the County Commissioners Court regularly scheduled meetings.



**ATTACHMENT B**  
**TECHNICAL ASSISTANCE**

Technical assistance may be provided directly by the County of Sabine to any citizen, particularly to low and moderate income persons, residents of blighted neighborhoods and minorities, who request assistance in the development of proposals and statement of views concerning the Texas Community Development Program. The local officials, Judge and engineer will conduct informational meetings with the residents of the low to moderate income areas if a written request is received by the County Commissioners Court with at least a one week notification. The persons who conduct the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

**ATTACHMENT C**  
**TIMELY ACCESS AND ADEQUATE INFORMATION**

The County of Sabine shall provide timely disclosure of records, information and documents related to the Texas Community Development Program activities. Documents will be made available for copying upon request at the County Courthouse, Monday thru Friday, 8:00 a.m. to 4:00 p.m. Such documents may include the following:

- 1) All meetings and promotional materials.
- 2) Records of hearings and meetings.
- 3) All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications.
- 4) Copies of the regulations (final statements) concerning the program.
- 5) Document regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions and Environmental Procedures.

**ATTACHMENT D**  
**BILINGUAL**

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English and attend public hearings the County of Sabine will provide a interpreter for dissemination of information to them providing the County is given sufficient notification of 4 days.

The State Of Texas §

County Of Sabine §

I hereby certify that these documents were filed and duly recorded in the Commissioner Court Minutes of Sabine County, Texas.

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Janice McDaniel ~ County Clerk

By: Surgei Bailey  
Deputy

