
THE STATE OF TEXAS
COUNTY OF SABINE

On this the 22nd day of February, 1971, the Honorable Commissioners' Court met in regular session with the following members present; to-wit:

Charlie Forse	County Judge
R. E. Smith	Commissioner, Precinct No. 1
T. A. Seales	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
H. E. Wilburn	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court

The following County Depository Bids were opened to-wit:

February 17, 1971

The Honorable
The Commissioners Court
Sabine County, Texas

Gentlemen:

Please accept this letter as our formal application to serve as the County Depository for the ensuing two years.

The capital stock of this Bank is in the amount of \$100,000.00 and the certified surplus is \$250,000.00. We enclose a Statement of Financial Condition of the Bank as of December 31, 1970 and a Statement of even date with this application.

In accordance with Article 2545 of the Texas Revised Civil Statutes, we attach a certified check in an amount equal to one-half of one per cent ($\frac{1}{2}$ of 1%) of the County Revenues for the preceding year as a guarantee of the good faith on the part of the Bank that, if the latter is accepted as County Depository it will comply with the provisions of Article 2547 of the Statutes.

In meeting the requirements of Article 2547, the Bank will pledge securities of the type and in the amount required by section (c) of the cited article.

We offer to carry the legal evidences of indebtedness of the County with definite maturity dates at the interest rate of three per cent (3%) per annum from date of creation of the indebtedness.

Should the County decide to issue legal evidences of indebtedness with maturity dates beyond five years from the date of creation of such indebtedness, we will negotiate a rate of interest to be paid.

Should the County have surplus funds on hand, which has not been experienced over the years, we will pay interest on the amounts of such surplus funds which are deposited on "time" as follows:

On all amounts reduced to a certificate of deposit maturing more than thirty (30) days after issue of such certificate of deposit, but less than one year from date the rate of five per cent per annum. On all amounts reduced to certificates of deposit maturing more than one year but less than two years from the date of issue of such certificates, the rate of 5 $\frac{1}{2}$ % per annum.

On any certificate of deposit in an amount exceeding \$100,000.00 maturing more than 30 days after date we will pay 6 $\frac{1}{2}$ % per annum.

It is obvious that you cannot anticipate all developments and financial problems for the County over the next two years; we propose an equitable rate on any new or special funds not covered by the above.

We propose to serve as your depository bank during the next two years in the same manner that we have served you in the past two years. We are grateful for the privilege of handling the funds and carrying the obligations of our County, which is so dear to the personnel of the Bank.

Our first and foremost aim is to provide the finest in banking for this County and its citizenry.

Cordially,

Robert Howard /s/

ROBERT HOWARD

February, 17, 1971

The Honorable
The Commissioners Court
Sabine County, Texas

Gentlemen:

Please accept this letter as our formal application to serve as the County Depository for Trust Funds for the ensuing two years. This application is made under the provisions of Article 2558a of the Texas Revised Civil Statutes.

The capital stock of this bank is in the amount of \$100,000.00 and the certified surplus is \$250,000.00. We enclose a statement of financial condition of the bank as of December 31, 1970 and a statement of even date with this application.

In accordance with Section 1 of Article 2558a of the Texas Revised Civil Statutes, we attach a certified check in an amount equal to one-half of one per cent ($\frac{1}{2}$ of 1%) of the average daily balances of the amount of Trust Funds in the possession of the District and County Clerk during the preceding year; this certified check is a guarantee of the good faith on the part of the applicant that, if this application is accepted, the Bank will comply with the provisions of Article 2558a and qualify by pledging securities as required by Section 3 of Article 2558a and Article 2547 of the Texas Revised Civil Statutes.

In meeting the requirements of Section 3 of Article 2558a and the requirements of Article 2547, the Bank will pledge securities of the type and in the amount required by Section (c) of Article 2547.

We offer to pay interest on the amounts of trust funds deposited by the County and District Clerk with this Bank on "time" as follows:

On all amounts reduced to certificates of deposit maturing more than one year or less than two years from the date of issue of such certificates, the rate of $5\frac{1}{2}$ per cent per annum;

On all amounts reduced to a certificate of deposit maturing more than 90 days after issue of such certificate of deposit, but less than one year from date the rate of 5 per cent per annum;

On any certificate of deposit in an amount exceeding \$100,000.00 maturing more than 30 days after date, we will pay $6\frac{1}{2}$ per annum.

We will negotiate an equitable rate on any new or special funds not covered by the above.

Cordially,

Robert Howard /s/

ROBERT HOWARD

Motion by Commissioner, Paul Lout, seconded by Commissioner, T. A. Seales and with all voting "AYE", the First State Bank of Hemphill, Texas was awarded County Depository Contract for the ensuing two years.

Bids submitted to the Court by Atlantic Richfield Co, Mobil Oil Corp., and Texaco Inc., for gasoline, diesel fuel, motor oils and related products were opened and examined by the Court, and it appearing to the Court that Texaco, Inc., had submitted the bid best for the interest of Sabine County, on motion by Commissioner, R. E. Smith, seconded by Commissioner, T. A. Seales and by unanimous vote the court voted to accept the following Texaco, Inc. bid:

TEXAS, INC.

J.O. Toole, Consignee

Hemphill, Texas

February 22, 1971

Commissioner's Court
Sabine County
Hemphill, Texas

Dear Sirs:

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We wish to bid as follows on your fuel and oil requirements for the period February 12, 1971 to February 11, 1972:

Texaco Diesel Fuel -----\$0.1311 per gal.

Texaco Firechief Gasoline ----- 0.13 per gal.

Texaco Shychief Gasoline ----- 0.15 per gal.

Texaco Motor oil, Drums ----- 0.77 per gal.

Texaco Ursa Oil, H. D., Drums ----- 0.69 per gal.

Above prices are exclusive of State and Federal Taxes.

Yours truly,

J. O. Toole /s/

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The Court authorized Commissioner, R. E. Smith to sign Stipulations on three instruments for 2730 Right Of Way, Sabine County, Precinct 1, Sabine National Forest, Texas said stipulations combined in one as follows:

STIPULATION

This Stipulation, made this 18th day April, 1968, by and between the County of Sabine, Acting by and through the Commissioner Precinct 1 hereinafter referred to as the County and the Forest Service, United States Department of Agriculture, acting herein by and through the Regional Forester, hereinafter referred to as the Regional Forester.

WHEREAS, the County is engaged in the laying out, construction, operation and maintenance of a public highway designated as County Roads C-19, 19-A, C-18, C-18A which traverses lands of the United States in the State of Texas, County of Sabine administered by the Forest Service, and

WHEREAS, the County and the Regional Forester desire to cooperate in the development and construction of a highway which will adequately protect and afford utilization of the lands of the United States traversed by the Highway for the purposes for which the lands are being administered.

NOW, THEREFORE, supplementary to the terms and conditions of the highway easement deed between the United States, acting through the Department of Agriculture and the County, the parties hereto agree to carry out the following provisions during the construction state (construction stage to begin when construction activities commence on lands administered by the Forest Service and end when the Regional Forester and the County mutually agree that any work done thereafter will be considered as maintenance, EXCEPT that the Regional Forester reserves the right to reinstate the provisions of this stipulation if the County subsequently submits plans for reconstruction or alteration of the highway).

The County will:

1. Before any clearing of the right-of-way or construction of the highway is commenced:
 - a. Prepare, in cooperation with the Regional Forester, a Fire Protection Plan which will set forth in detail the Fire Prevention, Presuppression and Suppression measures which will be taken by the Grantee, its employees, contractors, and subcontractors and their employees in all operations during the construction stage. The fire plan shall be made available to all bidders prior to letting contract and the Grantee shall cause its contractors to comply with all provisions of the fire plan and all burning permits issued for disposal of flammable materials.
 - b. Prepare, in cooperation with the Regional Forester, a Clearing Plan ~~###~~ which will set forth in detail the procedures and standards which will apply to (1) all clearing and disposal of merchantable timber and young growth in the right-of-way and (2) debris disposal, including debris removal from all streams. Such plan shall include provision for payment by the Grantee or its contractors for the merchantable timber on lands of the United States to be cut, used, or destroyed in the construction of the highway or in clearing of said right-of-way. Payment for merchantable Timber will be at appraised value as determined by the Regional Forester: Provided, That the Regional Forester may dispose of the merchantable timber to other than the Grantee or its contractors at no stumpage cost to the Grantee or its contractors.
 - c. Prepare, in cooperation with the Regional Forester, a landscape and erosion control plan with the objective of protecting, restoring or enhancing the roadside landscape, protecting soil, and protecting or re-establishing vegetative cover. Such plan shall, when appropriate, provide for vegetating cuts, fills and other areas damaged as a result of highway construction, maintenance or operation, and for terraces, drainage, waste disposal areas, soil replacement and other related requirements necessary to achieve the objective.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed on the day and year first above written.

By R. E. Smith /s/

Title Comm. Pet. # 1

L. S. Newcrent
Regional Forester
United States Forest Service

FIRE PROTECTION PLAN
(Reference - Item 1a of Stipulations)

The Grantee or Contractor shall:

1. Comply with the Texas State Fire Laws.
2. Take all reasonable action to prevent and suppress forest fires and require his employees to do likewise.
3. Pay for the cost of suppressing forest fires and damages to the Government caused by fires resulting from acts of the grantee, contractor, or his employees.
4. Have fires attended at all times, with a sufficient number of men to keep the fires under control.
5. Confine burning to periods of reasonable fire danger. All burning may be suspended by the Forest Officer in charge, when he determines it is unsafe to burn.
6. Notify the Forest Officer of escape of fire and take immediate action to control the fire. The Forest Officer will provide the grantee, or contractor with phone numbers where fires will be reported.

CLEARING PLAN
(Reference - Item 1b of Stipulations)

The Grantee or Contractor shall:

1. Stake the outside limits of the area to be cleared to facilitate the marking and measurement of trees to be cut. Clearing stakes to be set at least 60 days prior to construction. The Forest Service will dispose of the merchantable timber, within the construction limits, by regular sale procedure to parties other than the Grantee or its contractor.
2. Dispose of unmerchantable material including logs, tops, brush, stumps and other undesirable material by burning, chipping, or by hauling to approved dumps or waste areas. Burning shall be as prescribed in the Fire Plan.

LANDSCAPE AND EROSION CONTROL PLAN
(Reference - Item 1c of Stipulation)

The Grantee or Contractor shall:

1. Take necessary measures to prevent and control soil erosion within the right-of-way and on adjacent lands that might be affected by construction, operation, or maintenance of the road; and shall revegetate, and keep revegetated, all areas of soil made bare by these activities. To meet this objective the Grantee or Contractor will accomplish the following provisions during construction:
 1. Construct road to the standard as shown on "Typical Sections for Special Use Roads"; copy attached.
 2. Install suitable culverts for cross drainage, whereby water will be removed from the ditch line before the velocity of the water is great enough to cause erosion. Distance between culverts will be approximately 300 feet.
 3. Install culverts on natural slope or so that they spill on stable material. Use water spreading devices where needed to prevent gullying below culvert.
 4. Establish and maintain a vegetative cover on all areas where the soil has been exposed. A temporary cover crop will be established if there is a conflict in planting season. A permanent cover crop will be established at the first approved time of planting.

The Court directed that hereafter Mrs. Nadine Gary be a general secretary for the Courthouse and her office would be located in the office of the County Judge.

All accounts were allowed and made payable.

There being no further business the court adjourned.

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Charlie Fouse
County Judge

R. E. Smith
Commissioner, Precinct No. 1

Paul Lant
Commissioner, Precinct No. 3

J. A. Seaton
Commissioner, Precinct No. 2

H. E. Williams
Commissioner, Precinct No. 4

C. D. Davidson
Clerk of the Court.