

Monday, May 22, 1989, the Honorable Commissioners' Court met in a regular session at 8:30 A. M., with the following members present:

C. Carlin McDaniel	Commissioner, Prct. # 1
Billy J. McGee	Commissioner, Prct. # 2
James H. Conn	Commissioner, Prct. # 3
Chester Cox, Sr.	Commissioner, Prct. # 4
Nadine Gary	Clerk of the Court

Due to the absence of Judge Smith, Commissioner Billy McGee called the meeting to order. Brother Clarence Howell led the opening prayer.

After the reading of the minutes of the last two meetings, Commissioners Cox made a motion, seconded by Commissioner Conn, to approve the minutes of the regular meeting. Motion carried. Motion was then made by Commissioner Cox, and seconded by Commissioner McDaniel, to approve minutes of the called meeting. Motion carried.

Monthly bills were inspected, and made ready for payment. Lone Star Pest Control also presented their bill for \$3,002.40 for extermination of termites in the Court house. Commissioner Cox made a motion, seconded by Commissioner Conn, to approve accounts and salaries. Motion carried.

Issac Hawkins met with the Court representing the U. S. Forest Service. He explained the Selection Management process, and explained selective cutting is not ~~not~~ selection management. The U. S. Forest Service is now doing selective cutting, and is not for selection management.

Commissioner McDaniel made a motion, seconded by Commissioner Cox, to adopt the resolution to oppose H.B. 919 - 920 - and 921, and to give Judge Smith the authority to sign this resolution. It is to be typed on Sabine County letter head, and a copy mailed to the Farm Bureau in Lufkin, Congressman Charles Wilson in Washington, and Congressman Steve Bartlett in Dallas. All voted for.

Memorial Day, which is Monday, May 29, is a regularly scheduled holiday, and the Court house will be closed that day.

Payment for employees for all offices on election days, and policy for payment for attending schools will be an agenda item for our next meeting, June 12.

Tommy Neal attending court representing the City of Hemphill. Discussed was concerning the agreement with the City, furnishing them fire protection so they can obtain insurance. Hemphill Fire Department will be an agenda item again June 12th.

Commissioner McGee informed the court our County Attorney has talked with New York Life Insurance Company. They promised we will get our loss ratio for last year, but it may not be in time. He also reported all employees can pay premiums for one more month at same cost, for one month coverage.

Tax Assessor/Collector, Diane Husband, suggested to the Commissioners that they check their county road miles, as their pay is based on the number of miles in their precinct. The total shown now is 360 miles. After some discussion, they agreed this is correct.

Mrs. Husband also reported we now have approximately 6,200 registered voters.

County Attorney Fortson, presented a bill for \$75.00 to be paid to James Hyden for appearing as a witness for the State against Shirley Moody, cause # 204-87. After some discussion, this payment was approved.

Commissioner Cox then made a motion, which was seconded by Commissioner
Conn, that meeting recess. Motion carried.

C. Carlin W. Daniel
COMMISSIONER, PRCT. # 1

Billy M. G. M.
COMMISSIONER, PRCT. # 2

James Conn
COMMISSIONER, PRCT. # 3

Chester D. Cox, Jr.
COMMISSIONER, PRCT. # 4

Radine Gray
CLERK OF THE COURT

Specimen Label

Dursban* TC

Termiticide Concentrate

To Be Applied Only by or Under the Direct Supervision of Commercial Applicators Responsible for Insect Control Programs. Sale to or Use by Persons Owning or Occupying a Dwelling is Strictly Prohibited.

Active Ingredient(s):

Chlorpyrifos [O,O-diethyl O-(3,5,6-trichloro-2-pyridinyl)phosphorothioate] 42.8%

Inert Ingredient(s): 57.2%

Contains 4 pounds of chlorpyrifos per gallon

E.P.A. Registration No. 464-562

E.P.A. Est. 464-MI-1

KEEP OUT OF REACH OF CHILDREN

WARNING

AVISO:

PRECAUCION AL USUARIO:

Si usted no lee inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

MAY BE FATAL IF SWALLOWED

• EXCESSIVE ABSORPTION THROUGH SKIN MAY BE FATAL
• CAUSES SUBSTANTIAL BUT TEMPORARY EYE INJURY • MAY CAUSE SKIN IRRITATION

Do Not Get In Eyes, On Skin Or Clothing

• Wear Eye Protection • Avoid Breathing Vapors And Spray Mist • Handle Concentrate In A Ventilated Area • Wear Protective Clothing And Chemically Resistant Gloves When Handling • Wash Thoroughly With Soap And Water After Handling And Before Eating Or Smoking • Remove Contaminated Clothing And Wash Before Reuse • Keep Away From Food, Feedstuffs And Water Supplies

STATEMENT OF PRACTICAL TREATMENT: If Swallowed: Call a physician or Poison Control Center immediately. Do not induce vomiting. Contains an aromatic petroleum solvent. Do not give anything by mouth to an unconscious person.
If On Skin: Immediately wash with plenty of soap and water. Get medical attention.
If In Eyes: Flush with plenty of water for 15 minutes. Get medical attention.
If Inhaled: Remove to

fresh air. If symptoms of cholinesterase inhibition appear and get medical attention immediately.

NOTE TO PHYSICIAN: Chlorpyrifos is a cholinesterase inhibitor. Treat symptomatically. If exposed, plasma and red blood cell cholinesterase tests may indicate significance of exposure (baseline data are useful). Atropine, only by injection, is the preferable antidote. Oximes, such as 2-PAM/protopam, may be therapeutic if used early; however, use only in conjunction with atropine. In case of severe acute poisoning, use antidote immediately after establishing an open airway and respiration.

Physical or Chemical Hazards

COMBUSTIBLE • Do Not Use or Store Near Heat or Open Flame.

Environmental Hazards

This pesticide is toxic to birds and wildlife, and extremely toxic to fish and aquatic organisms. Do not apply directly to water. Drift and runoff from treated areas may be hazardous to aquatic organisms in adjacent aquatic sites. Cover or incorporate spills. Do not contaminate water by cleaning of equipment or disposal of waste. Do not contaminate water when disposing of equipment washwaters.

NOTICE

Read and understand the entire label before using. Use only according to label directions.

Before buying or using this product, read "WARRANTY LIMITATIONS AND DISCLAIMER" elsewhere on this label. If terms are not acceptable, return unopened package at once to seller for full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under WARRANTY LIMITATIONS AND DISCLAIMER.

IN CASE OF AN EMERGENCY

endangering life or property involving this product, call collect 517-636-4400

AGRICULTURAL CHEMICAL

Do Not Ship or Store with Food, Feeds, Drugs, or Clothing

TC
*
Dursban

Lone Star Pest Control
P. O. Box 1021
Memphis, Texas 75948
(409) 625-4252
TPLC 4552

STATE LICENSED • INSURED

SERVICE CONTRACT

No. 5001
Date 5-22, 19 89

This contract is entered into between LONE STAR PEST CONTROL and SABINE COUNTY COURT HOUSE
The owner or Real Estate Agent of the building located at ON THE SQUARE RD. BOX 716
Memphis TEXAS 75948 787-3543
(CITY) (STATE) (STREET) (PHONE)

The terms of the contract are as follows:

- (1) The contractor agrees to treat the above described building with the LONE STAR system of pest control which is in accordance with the latest scientific methods and according to state laws.
- (2) The contractor agrees to render further treatments as are necessary to control pest specified during the duration of this contract for a small service charge of \$ 47.50 SUB-TERMITES
- (3) The owner agrees to keep all rubbish, debris, and trash from under the above described building.
- (4) Any changes to foundation—such as adding blocks or skirting or resetting blocks which have been treated—without notifying the contractor so that he can bid on further treatment, if necessary, will void this contract because this would allow a new entry and allow wood destroying insects to re-infest the structure.
- (5) Repair work: _____

(6) On completion of initial treatment the owner agrees to pay the contractor \$ 3002.40 + 195.16 TOTAL 3197.56

Terms or cash as follows: FULL PAYMENT UPON COMPLETION OF PROJECT

- (7) For the above price we will guarantee our work one (1) year—maintenance free. After one (1) year from date of contract it will be optional if owner requests and contractor agrees to renew the contract yearly.
- (8) The contractor agrees to make a thorough reinspection and spot treatment if necessary () quarterly () annually () semi-annually () other 10 years as to control pest for the fee of \$ 302.40 contract renewed annually. After one year from date of contract if renewal is not serviced and paid this contract will be canceled and if owner later wishes to have home retreated it will be priced as a new job.
- (9) It is agreed between the parties of this contract the prices quoted herein are subject to change due to inflation or the discretion of the contractor or any changes or additions made to the building.
- (10) Chemical used DURSBAN TC Diluent WATER Percent 1%
- (11) This contractor can not be responsible for cracks crevices or defective spots in concrete slabs or access holes made for treatment, failure of owner to repair cracks and stabilize the slab will void this contract.
- (12) Any failure to abide by the above agreement or any complaint without first giving contractor reasonable time and opportunity to handle complaint will result in immediate cancellation of contract.
- (13) This is a service contract only, we guarantee to respray if reinfestation occurs. This is not a guarantee against damage from wood destroying insects.
- (14) This company can not be responsible for other Pest Control Companies treatment before during or after this contract period.
- (15) Wooden Blocks or wood from ground to structure must be changed to concrete within a specified time or contract will be voided.

REMARKS: Excluded areas - not treated because of construction
OR INACCESSIBLE AREAS - EXCLUDED FROM CONTRACT COVERAGE
drilled inside and outside 1 ft. inserted 4 gallons per 10 linear ft.
we requested BLUE PRINTS - NONE AVAILABLE PATCHED HOLES

Executed in duplicate this 22nd day of MAY, 19 89

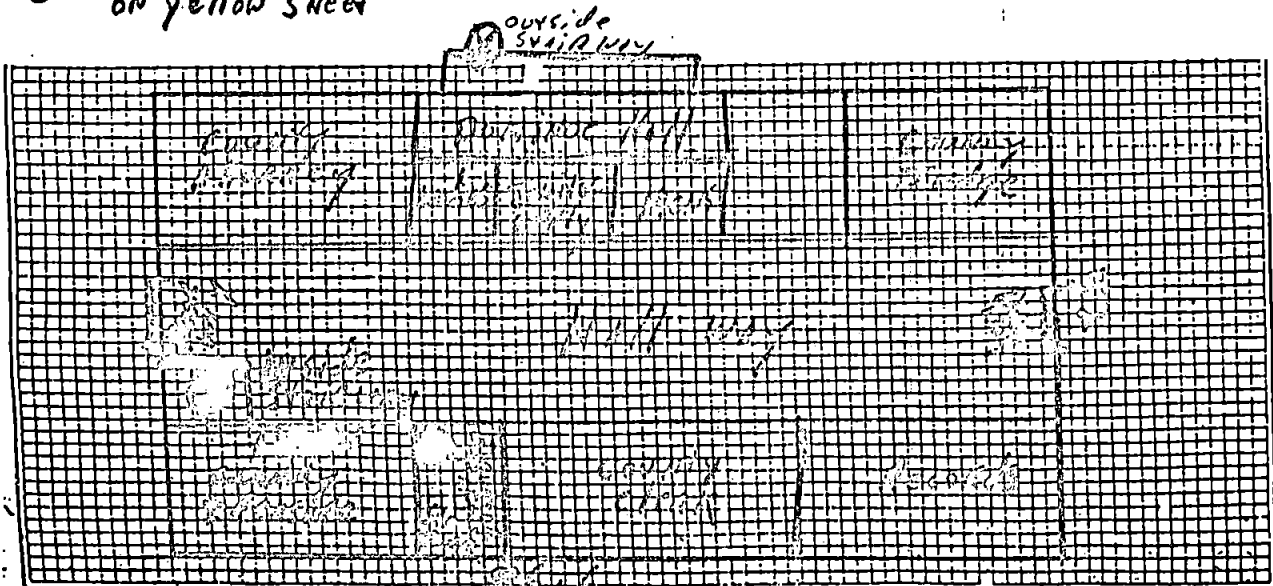
Bert Lee Havens
Applicator and Contractor

Billy McHugh Owner #2
Owner or Agent

Bert R. Havens
Certified Applicator

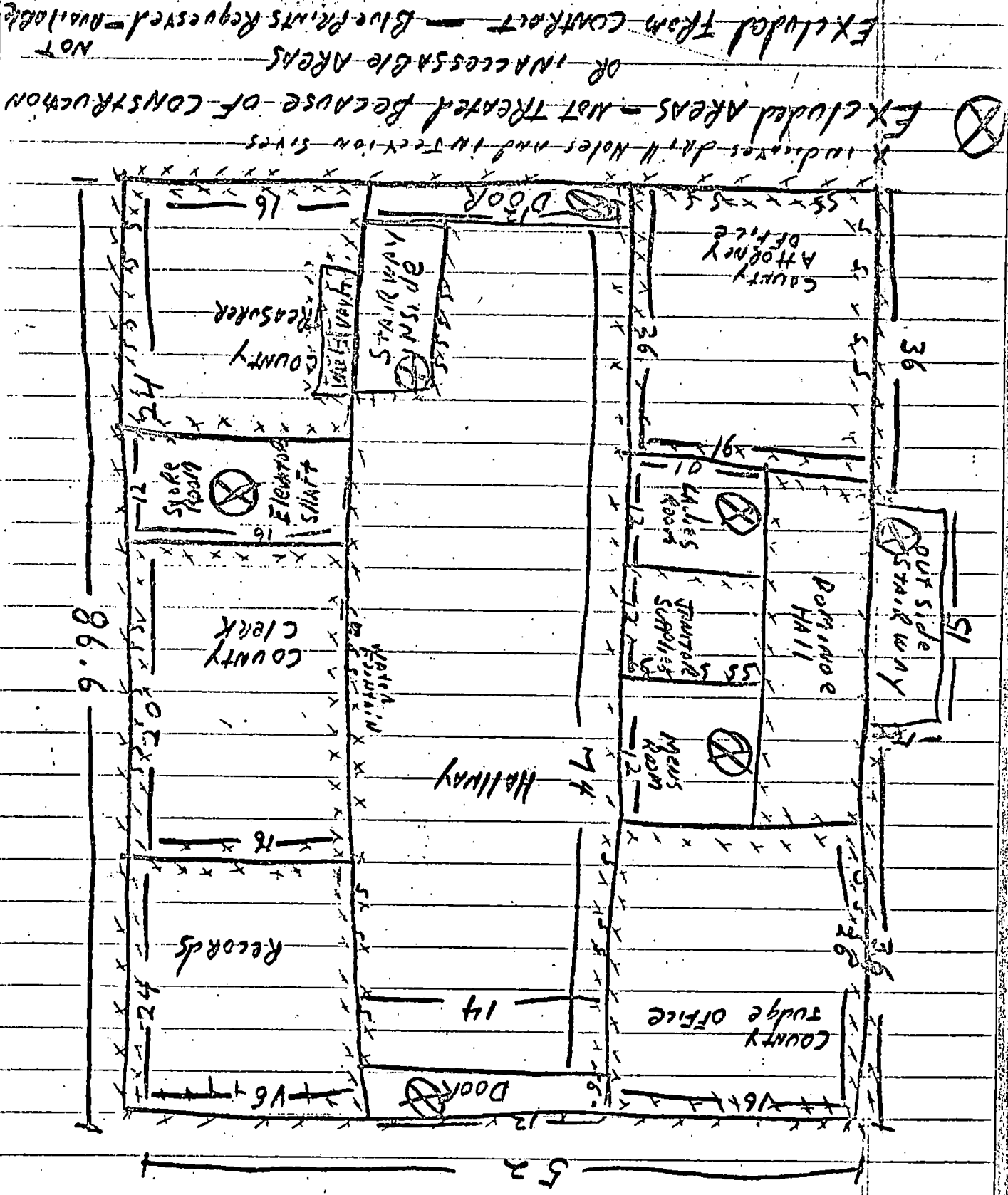
The Board has jurisdiction over individuals licensed under the Structural Pest Control Act:
Structural Pest Control Board of Texas
9101 Burnet Road
Suite 201
Austin, Texas 78758
(512) 835-4068

S - visible sub-termite damage
ON yellow sheet



PAGE 2 Yellow pad attached to contract
FOR MORE EXPLANATION

SABINE COUNTY COURTHOUSE Remote Control



Excluded Areas - NOT Treated BECAUSE OF CONSTRUCTION OR INACCESSIBLE AREAS
 Excluded From CONTRACT - Blue Prints Requested - available
 NOT

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I, NADINE GARY, County Clerk of Sabine County, Texas do hereby certify
that the foregoing instrument was filed _____ 1989 at

_____ O'Clock _____ M. and duly recorded May 24
1989 at 9:00 O'Clock A. M.

NADINE GARY

CLERK

Janice McDaniel

DEPUTY