

January 23, 1995, the Sabine County Commissioners' Court met in a regular meeting.

The following members were present:

John L. Hyden	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Charles Ellison	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Hyden called the meeting to order at 8:32 A.M.. Bro. Clarence Howell led the Court in prayer.

Agenda item #1 & 10- General Business & Reports

Commissioner Clark made a motion to approve, as read, the minutes of the January 9th regular Commissioners' Court meeting. Commissioner Ellison seconded. All voted for. Motion carried.

Commissioner Clark made the motion to approve the minutes as read for the January 13th emergency Court meeting. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Commissioner Clark made the motion to approve the reports of J.P. #1, Pl.1, County Clerk, Courth Agent and Tax Assessor/Collector. Commissioner Will Smith seconded. All voted for. Motion carried. Reports can be viewed in each office giving reports.

General business is left open at this time.

Agenda item #2-Forest Service Road#115 Appropriate Action

Commissioner Clark made the motion that the County accept the Forest Service road#115-2 from FM83 south to where it intersects with Forest Service road #115-C for a total of 4.8 miles and Forest Service road #115-C to Toledo Bend Reservoir/Busby subdivision, for a total of 1.4 miles for maintenance only once the roads are put to specifications. It is understood and agreed as reflected in amendment to schedule A of the Forest Development Road Cooperative Agreement between the U.S. Forest Service and Sabine County. This agreement will become effective following the official closure of the timber sale contract agreement #046018. Commissioner Lynn Smith seconded. All voted for. Motion carried. The Forest Service will retain ownership to the roads. Commissioner Clark made the motion authorizing the County Judge to sign Schedule A and Schedule B Agreements to the project. Commissioner Lynn Smith seconded. All voted for. Motion carried. See attached exhibits.

Agenda item #7-Resolution Authorizing Modification Urgent Need Grant

Commissioner Will Smith made the motion to accept the modified version of the Urgent Need Grant and authorize the Resolution and the County Judge to sign on behalf of the Court. Commissioner Ellison seconded. All voted for. Motion Carried. See attached exhibit.

Court recessed at 9:35 A.M.

Court reconvened at 9:50 A.M.

Agenda item #4-Review Delinquent Taxes

The County's delinquent tax attorneys, Steve Bird and Jeff McRae from the firm Calame, Linebarger, Graham and Pena, along with Tax Assessor, Tammy Reeves met with the Court in discussion about the collections of delinquent taxes in 94. See attached exhibit.

Agenda item #3-Douglas Zentmeyer (Hill Country Estates) Appropriate Action

Mr. Zentmeyer met with the Court suggesting that the mining operation by H. G. Byley, should be shut down by an order from the Court until either bonding is implemented, all permits for road use are pulled, the road is repaved and speed limit signs are installed; or be found in contempt of Court. Mr. Zentmeyer lives on the County road. Commissioner Will Smith, the Commissioner for this road, stated that he would like to do some investing into the matter before he makes any kind of decision and he would like for Mr. Zentmeyer's letter to be made a part of the minutes.

Judge Hyden ask Commissioner Will Smith and Commissioner Ellison to check the situation out.

Agenda item #6-Don Pippin-United America Insurance-Consider "Cafeteria Plan" and

Take Appropriate Action

Dwight McDaniel, County Attorney, had requested that this item be put on the agenda after speaking with the County Attorney from Angelina County.

Mr. Pippin has a section 1.5 "Cafeteria Plan" in place in Agnelina County. What this is, is an act or entitlement created in 1978 to hepl cities, counties and companies reduce some of their matching fund expenses such as FICA and withholding taces. This was discussion only. No motions were made.

Agenda item #9-Holiday Forest Boat Stalls

Commisisoner Lynn Smith said that from the beginning, the Courts problem in determining where this road should be has been in knowing where the south line of tracts 2 & 3 were.

The judge had recommended that the Court get a surveyor and survey that line out and that he had disagreed with that and that he had been wrong and the Judge was right. Since there was not a survey done, the action taken by the Court in the last Court meeting was inappropriate and wrong and needs to be rescinded. Mr. Hays boat stalls are on his property and do not encoach on the County road. He reqretts very much, this has happened and apologies to Mr. Hays publicly. Commissioner Lynn Smith made the motion to rescind the action taken by the Court in the January 9th Court meeting and the letter that was a result of the action in asking Mr. Hays to remove any portion of his boat stalls. Commissioner Will Smith seconded.

Commissioner Lynn Smith, in discussion, informed the Court that the POA of Holiday Forest regrets the action and that they want to pay for the surveying. And on his part of behalf of the County, wants to furnish the culvert for the new entrance and construct this as soon as the weather permits. The entire Court apologized to Mr. Hays.

Mr. Hays requested that a statement be put in the paper that the Commissioners and the people of Holiday Forest were wrong and that it is regrettful.

All voted for. Motion carried. See attached exhibit.

Agenda item #8-Resolution Authorizing County Judge to Execute Agreement-Boregas Creek Bridge

Commissioner Lynn Smith made the motion to approve the Resolution to authorize the County Judge to execute this agreement with the Texas Highway Department on the Boregas Creek Bridge on County Road #221. Commissioner Will Smith seconded. All voted for. Motion carried. See attached exhibit.

Agenda item #11-Pay Accounts and Salaries

Commissioner Clark made the motion to approve the accounts and salaries. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Court recessed at 12:30 P.M. until 2:30 P.M.

Court reconvened at 2:30 P.M.

Agenda item #5- Hogan Corp. Appropriate Action

Bob Hogan from the Hogan Corp. met with the Commissioners' Court to locate subdivisions within the County. He is working on the water and sewer system needs from one end of the lake to the other in our County, the city of Bronson and possibly Brookeland. Sabine County is under the economically distressed areas program, EDAP. Because our economy has improved, Sabine County is due to come off this program in October. Sabine County has applied again and it is before the Texas Water Development Board.

There was discussion only. No motions were made.

Commissioner Will Smith made the motion to adjourn. Commissioner Lynn Smith seconded. Meeting adjourned.

John W. Hays
County Judge

Keith C. Clark
COMMISSIONER PCT. #1

Lynn Smith
COMMISSIONER PCT. #2

Charles W. Ellison
COMMISSIONER PCT. #3

Will Smith
COMMISSIONER PCT. #4

Janice McDaniel
COUNTY CLERK



AMENDMENT TO SCHEDULE A
OF THE
FOREST DEVELOPMENT ROAD COOPERATIVE AGREEMENT
SABINE COUNTY, TEXAS

Schedule A of the Forest Development Road Cooperative Agreement executed on September 27, 1976 is hereby amended to change roads 115-2 and 115-C from F.S. Maintenance Jurisdiction to Sabine County Maintenance Jurisdiction as depicted on the attached map. This agreement will become effective following the official closure of the timber sale contract agreement # 046018 between the U.S. Forest Service and Nix Forest Industries, Inc.

I. U.S. Forest Service - Road Maintenance Jurisdiction

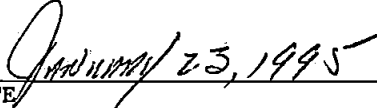
<u>Road No.</u>	<u>Road Name</u>	<u>Length</u>	<u>Termini</u>
115-2	Bayou	0.9 miles	FDR 115-C south to Toledo Bend Reservoir.

II. Sabine County - Road Maintenance Jurisdiction

<u>Road No.</u>	<u>Road Name</u>	<u>Length</u>	<u>Termini</u>
115-2	Bayou	4.8 miles	F.M. 83 South to FDR 115-C.
115-C	Busby	1.4 miles	From FDR 115-2 to Toledo Bend Reservoir.



COUNTY JUDGE, SABINE COUNTY



DATE

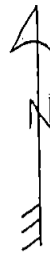


FOREST SUPERVISOR, NF IN TEXAS

1/27/95

DATE

VICINITY MAP
AMENDMENT TO SCHEDULE A



T. 5 N.

R. 12 W.

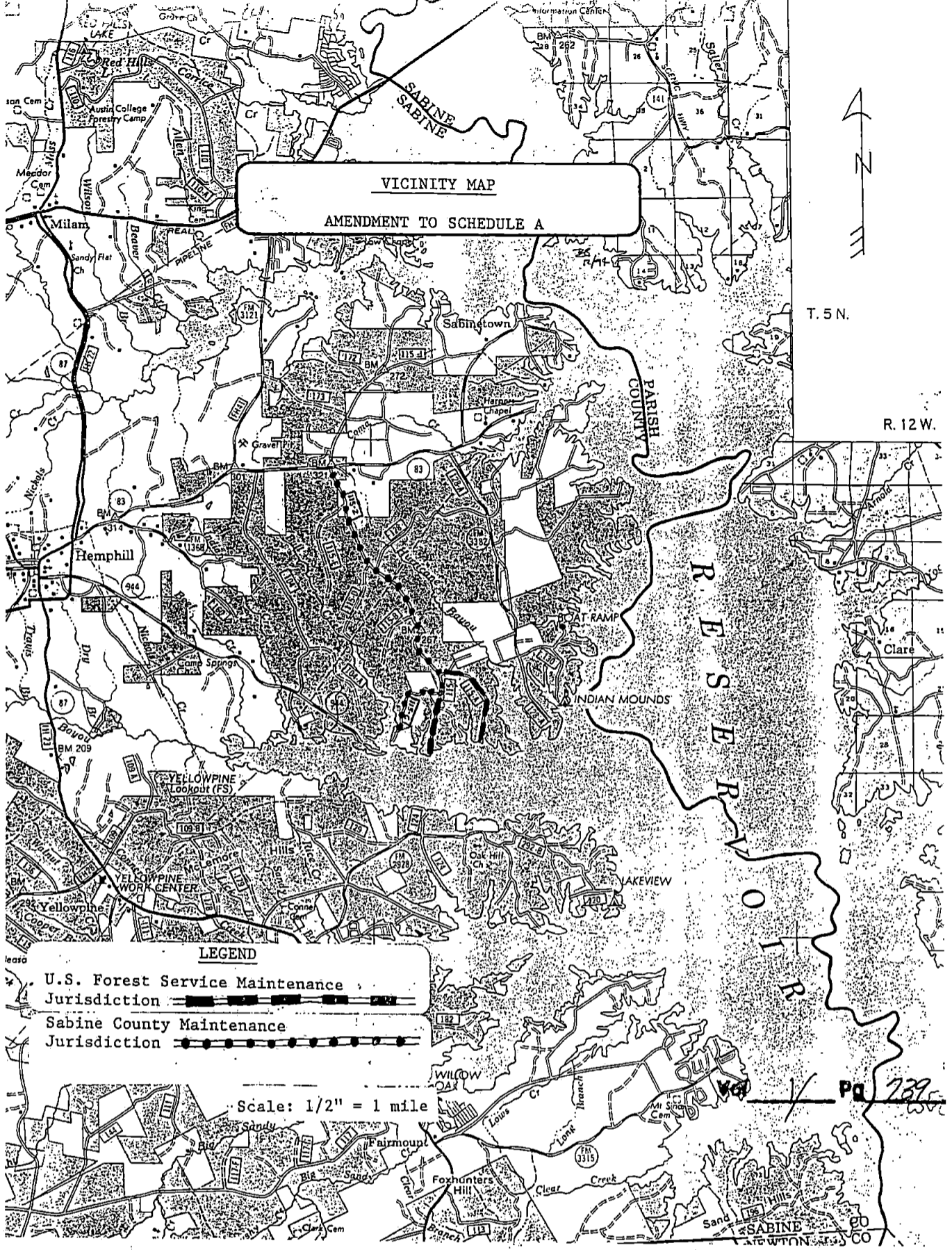
LEGEND

U.S. Forest Service Maintenance Jurisdiction

Sabine County Maintenance Jurisdiction

Scale: 1/2" = 1 mile

Pg 737



SCHEDULE B

PROJECT AGREEMENT

Forest Development Road Cooperative Agreement
Sabine County, Texas

Whereas, Sabine County, Texas, hereinafter called "Cooperator," and the Forest Service, U.S. Department of Agriculture, hereinafter called "Forest Service," on the 27th day of September, 1976, entered into a Forest Development Road Cooperative Agreement, hereinafter called "Agreement," providing for improvements maintenance and use of certain Forest Development Roads in Sabine County, and

Whereas, said agreement provides for supplementing it by a project agreement when improvements of a road are to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, and

Whereas, the parties thereto now agree that the road hereinafter described is such an improvement project,

NOW, THEREFORE, in accordance with the provisions of said Agreement, the parties agree as follows:

1. Identification of Road:

FDR 115-C, Bayou as identified in the Forest Development Roads Cooperative Agreement, Schedule A - Beginning at FDR 115-2 and continuing West 1.4 miles to National Forest Property Line. (see attached map)

2. The Cooperator Agrees to

Furnish all labor, equipment and materials not provided by the Forest Service to prepare FDR 115-C to receive approximately 750 tons of crushed aggregate and to spread, shape, slope, compact and finish the aggregate after it is tailgate spread on the project by the Forest Service.

In areas where these roads are adjacent to the wilderness the road corridor is 33' on either side of the Road centerline. Maintenance of drainage structures will be confined to existing ditches and wing ditches. No cutting will occur without prior approval from Forest Service.

3. The Forest Service Agrees to

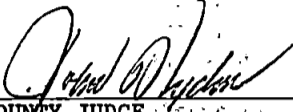
Provide all construction engineering necessary to complete the project.
Purchase and tailgate spread approximately 750 tons of crushed aggregate to Road 115-C at areas staked on the ground.

The terms of this agreement may be modified by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this project agreement to be properly executed by their authorized representatives on the 23rd day of January, 1995.

SABINE COUNTY, STATE OF TEXAS

FOREST SERVICE
DEPARTMENT OF AGRICULTURE



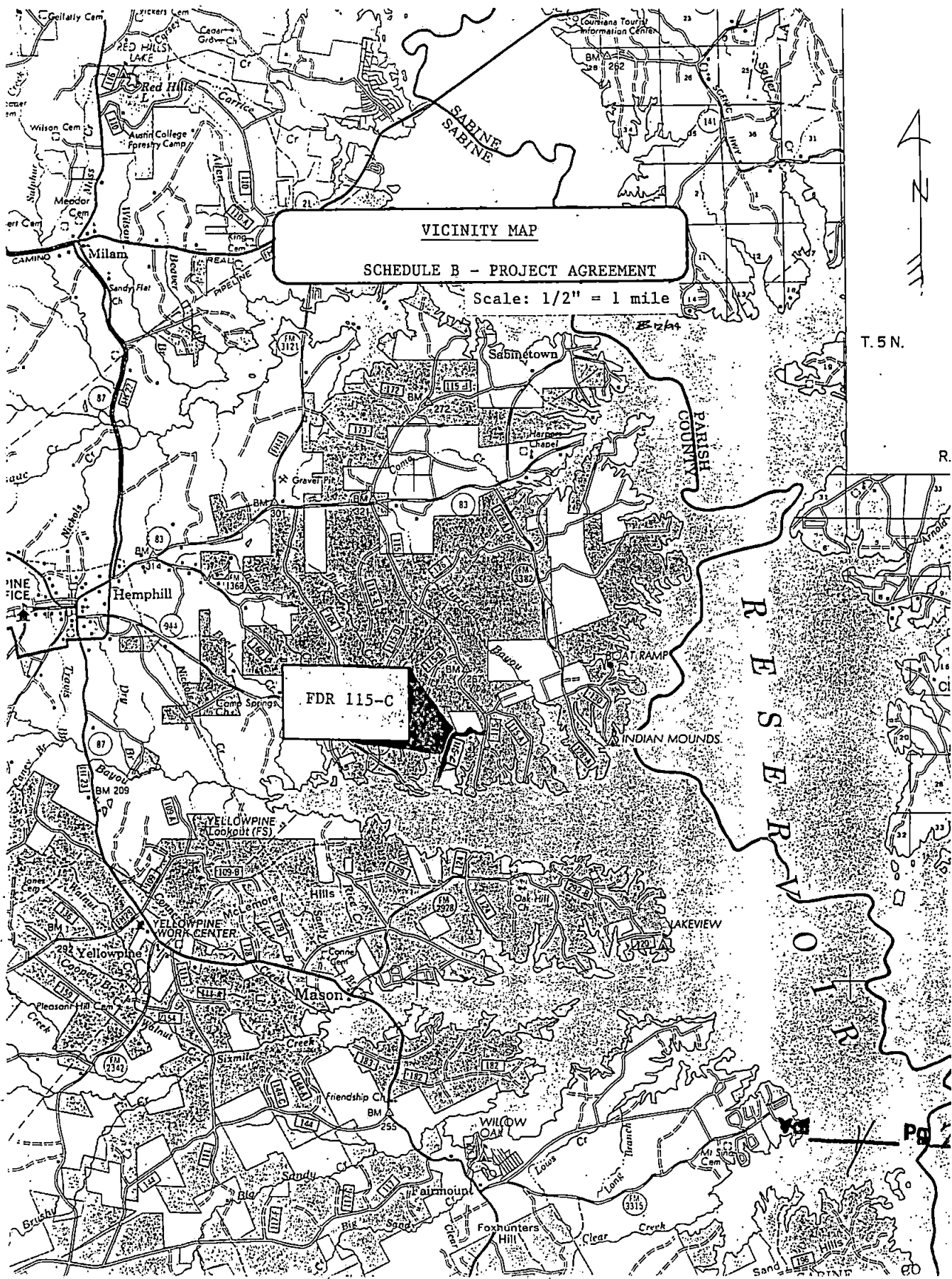
COUNTY JUDGE



FOREST SUPERVISOR

Vol 7 Pg 741





A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS AUTHORIZING THE SUBMISSION OF A CONTRACT AMENDMENT REQUEST FOR THE TEXAS COMMUNITY DEVELOPMENT GRANT CONTRACT BETWEEN THE COUNTY OF SABINE AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, CONTRACT NO.

WHEREAS, the County of Sabine entered into a Contract with the Texas Department of Housing and Community Affairs to provide water service to the residents in the Daniel Community due to contaminated water wells.


WHEREAS, the County's Consultant Engineer and G/M Water Supply Corporation has done an analysis of the existing area and recommends modifications in project design.

WHEREAS, the County of Sabine desires to amend the Contract to reflect the desires of G/M Water Supply Corporation and the engineer's recommendation to improve the project.

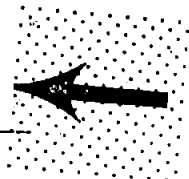
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS:

1. That the County of Sabine authorizes a Contract Amendment request to be submitted to the Texas Department of Housing and Community Affairs for construction of a water line to end East of Beef Creek and install a two-inch line on White Oak Road.
2. The County Commissioners Court directs and authorizes the County Judge to execute all necessary documents as may be required to initiate and process this Contract Amendment request.

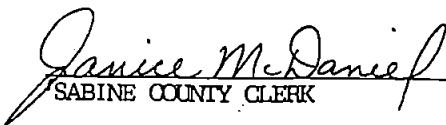
PASSED AND APPROVED at a meeting of the County Commissioners Court of the County of Sabine, Texas on the 23rd day of January, 1995.



JOHN L. HYDEN, COUNTY JUDGE



ATTEST:



JANICE MCDANIEL
SABINE COUNTY CLERK

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THE STATE OF TEXAS
County of Sabine
P.O. Box 716
Hemphill, Texas 75948



John L. Hyden
County Judge

January 23, 1995

Ruth Cedillo, Director
Texas Community Development Program
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941

RE: TCDP Program Amendment

Dear Ms. Cedillo:

Please find attached the County of Sabine's Request for Program Amendment for the Urgent Need Project that will provide first-time water service in the Daniel Community. Said Amendment is made necessary by G/M Water Supply Corporation and the engineer's recommendation.

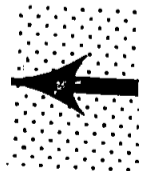
There were five households that were located at the end of the proposed line. After investigation by G/M Water Supply Corporation and the project engineer, these residents have deeper wells that are not contaminated. During the engineering field work, there were three (3) additional houses off F.M. Road 944 to the North on the West side of the Beef Creek Crossing that will receive first-time water service and two (2) houses on White Oak Road that will now receive the benefit of the project. Please see attached revised map. The beneficiaries will remain unchanged with sixteen (16) households benefiting from the new water lines and services.

The Resolution, Amendment Request Form, and the revised map for the County's contract is attached. Your help in this Amendment is appreciated.

Sincerely,

A handwritten signature in black ink, which appears to read "John L. Hyden".

John L. Hyden
County Judge



Attachments

SABINE COUNTY DELINQUENT TAX COLLECTIONS

Annual Comparison

Calendar Year
1994

January	\$ 5,377.93
February	\$ 6,992.46
March	\$ 12,039.20
April	\$ 5,667.60
May	\$ 6,912.53
June	\$ 5,089.33
July	\$ 9,638.20
August	\$ 8,590.26
September	\$ 10,741.93
October	\$ 8,843.26
November	\$ 3,624.86
December	<u>\$ 7,067.77</u>
TOTALS:	\$ 87,325.83

Note: These amounts represent base tax, penalty and interest actually collected.

EXHIBIT F

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THE STATE OF TEXAS
County of Sabine
 P.O. Box 720
 Hemphill, Texas 75948

John L. Hyden, County Judge

Commissioners

Keith Clark	Precinct #1
Lynn Smith	Precinct #2
Kenneth White	Precinct #3
— Chester Cox, Sr.	Precinct #4

with Summit

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: K. DOUGLAS ZIENTMEYER

HOME ADDRESS: R.R. #1, Box 1597 WILL COUNTRY
HEMPHILL, TEXAS. RESTATES CO. ROAD

HOME TELEPHONE: NONE

PLACE OF EMPLOYMENT: SPARKS CONSTRUCTION, INC.

EMPLOYMENT TELEPHONE: (318) 256-6549

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

N/A

Which agenda item (or items) do you wish to address? SPEED LIMIT SIG
ROAD REPAIR, BONDING OF MINING CORP., USE PERMITS,
LITTER, HIDDEN DRIVE WAY SIGN, SPEED LIMIT ENFORCER,
HERBERT CRUE, BILLY & SONS INC

In general, are you for or against such agenda item (or items)?

I WOULD LIKE THIS LONG OVER DUE OVERSIGHT, RESOL

Signature: K. Douglas Zientmeyer

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

January 23, 1995

Your Honor, Commissioners, Ladies and Gentlemen:

For those who are possibly not aware of this fact, a mining corporation operated by H.G. Byley is, and has been operating without road bonding, without permits, without a scale to weigh loads for the past 3 years. This corporation is now running at least 100 trucks a day, 7 days a week on a county road, 70 feet from my home. Many of these trucks have expired tags, maybe no insurance, some drivers probably not in possession of a C. D. L. license, if a license at all.

I have a hidden driveway. When leaving for work and entering the county road, if a truck is coming either way, at 50 m.p.h.; they can not stop! Will not slow down or move over. I have to fight for position to keep my car out of the ditch. This is after being shaken out of bed at 5:00 a.m. by the trucks pounding pot holes. This is how my work day begins, EVERY DAY!

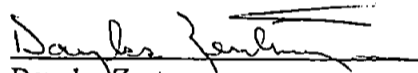
Speed limit signs must be placed and enforced. This road and bridge are unsafe and dangerous.

This is my home. I may be shot down or burned out, but will not be run off. This matter is now of public record. This long over due OVERSIGHT must be resolved.

This mining operation should be shut down by Court Order, until either bonding is implemented, all permits for road use are pulled, the road is repaved and speed limit signs are installed; or be found in contempt of court.

For once I would like to wake up to my own alarm, and not worry about being run over on my way to work; a normal day that all of your share.

Thank you,


Douglas Zentmeyer

cc: District Attorney Charles Mitchell
Texas Dept. of Public Safety
File

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Your Honor, Commissioners, ladies and gentlemen

For those who are possibly not aware of this fact, a mining corporation operated by H.G. Byl is, and has been operating without road bonding without permits, without a scale to weigh loads for the past 3 years. This corporation is now running at least 100 trucks a day, 7 days a week on a county road, 70 feet from my home. Many of these trucks have expired tags, make no insurance, some drivers probably not in possession of a C.D.L. license, if a license at all.

I have a hidden drive way, when leaving for work and entering the county road, if a truck is coming either way - at 50 m.p.h. they can not stop! Will not slow down or move over. I have to fight for position to keep my car out of the ditch. This is after being shaken out of bed at 5: A.M. by the trucks pounding pot holes. This is how my work day begins. EVERY DAY!

Speed limit signs must be placed and enforced. This road and bridge are unsafe and dangerous.

This is my home. I may be shot or burned out, but will not be run off.

This matter is now of public record. This long overdue OVERSIGHT must be resolved.

This mining operation should be shut down by court order, until either bonding is implemented, all permits for road use are pulled, the road is repaired, and speed limit signs are installed; or be found in contempt of court.

For once I would like to make up to my own alarm, and not worry about being run over on my way to work - a normal day that all of you share.

Thank you,

K. Douglas ZEWIMAYER

K. Douglas Zewimayer

C.C.

Dist atn. Mitchell

Texas Dept. of Public Safety

FILE

Vol 1 Pg 749



01:18:95

09:46

001

October 13, 1994

The Honorable John Hyden
Sabine County Judge
P.O. Box 716
Hemphill, Texas 75948

Dear Judge Hyden,

A revised construction estimate for the replacement of the bridge at Boregas Creek is shown below. This revision reflects the change to a single span bridge as discussed after the public meeting on Sept. 22, 1994. This revised estimate does not include any ROW cost, clearing cost, or approach roadway work outside the 150 Ft limits at each end of the proposed bridge.

Estimated Quantity	Unit Cost	Total Cost
28' X 75' = 2100 SF Bridge	(35 \$/SF)	\$ 73,500
4' X 75' = 300 LF MBGF	(12 \$/LF)	3,600
4 - Term Anchor Sections	(400 \$/EA)	1,600
35 CY Riprap Concrete	(330 \$/CY)	11,550
31 CY Approach Slab Conc.	(410 \$/CY)	12,710
325 CY 9" I.O.G. Flex Base	(18 \$/CY)	5,850
2500 CY Roadway Emb+Shrinkage	(4.50 \$/CY)	11,250
1 LS Erosion Control		3,000
3200 SY Seed & Fert.	(.50 \$/SY)	1,600
7 MO Barricade	(1500 \$/MO)	10,500
1 LS Mobilization		10,000

=====
\$144,760

Sincerely,

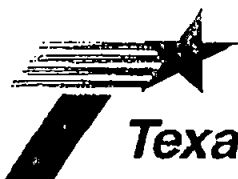
Clark R. Slacum P.E.

Clark R. Slacum, P.E.
Area Engineer

CRS/lgs
cc: Tina Walker, P.E.

Post-It™ brand fax transmittal memo 7871		# of pages > 6
To	From CLARK SLACUM	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

Vol 1 Pg 750



Texas Department of Transportation

P.O. BOX 280 • LUFKIN, TEXAS 75902-0280 • (409) 634-4433

December 13, 1994

Off-System Bridge
CR 221: At Boregas Creek
CSJ 0911-29-926

The Honorable Judge John L. Hyden
Sabine County Judge
P.O. Box 716
Hemphill, TX 75948

Dear Judge Hyden:

Recently, TxDOT was directed to recover indirect costs associated with off-system projects. The current indirect rate is 8.41% and it is applied to the local government's share of the project's cost.

A breakdown of estimated project costs for Boregas Creek and participation by the FHWA and Sabine County are shown below. The initial escrow payment determination has been revised in the current version of the agreement.

	Total	FHWA	County
Preliminary Engineering	\$ 14,500	\$ 11,600	\$ 2,900
Construction	144,760	115,808	28,952
Construction Engineering	14,500	11,600	2,900
	<u>173,760</u>	<u>139,008</u>	<u>34,752</u>
Indirect Costs(8.41%)			2,923
Total County Cost			37,675
Initial Escrow Payment (20% of PE + Indirect on PE)			3,144

Clark R. Stinson

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County Sabine
CSJ 0911-29-
Project _____
Road/Street CR 221
NBI Structure No. 11202A A0221001

CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM

THIS AGREEMENT, made on the date shown hereinafter, by and between the Texas Department of Transportation, hereinafter called the "Department", and Sabine County, a local government, or governmental agency or entity, hereinafter called the "Governmental Agency" acting by and through its Commissioners Court and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is owner of a bridge located on a public road or street within its jurisdiction at Boregae Creek on CR 221; and

WHEREAS, under Title 23, United States Code as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and subsequent Federal legislation, a program entitled 1993-1995 Off-State System Federal-Aid Bridge Replacement and Rehabilitation Program has been approved by the Texas Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.
2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately

owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

3. The Governmental Agency agrees to provide 20% of the actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. This amount also includes compensation to the State for work performed under this agreement based upon direct labor, equipment, material and other direct expenditures; and indirect costs at the rates in effect for the fiscal years during which the work is accomplished. The indirect cost rate will be based on the Texas Department of Transportation's Indirect Cost Plan. The Governmental Agency further agrees to acquire, at no cost to the Department, any additional right of way, if required.

Within 30 days following execution of this agreement the Governmental Agency agrees to pay to the Department by check made payable to the Texas Department of Transportation an amount equal to 20% of the estimated cost of the preliminary engineering for the project plus the estimated indirect costs to the Department for performance of that service. Forty-five days prior to the Department's scheduled date for the contract letting, the Governmental Agency agrees to pay to the Department an amount equal to the remainder of the Governmental Agency's obligatory 20% participation in the project including indirect costs on that remaining participation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agency's obligation, then the Department shall immediately notify the Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department, based on its standard accounting procedures, and any excess funds paid by the Governmental Agency shall be returned to the Governmental Agency.

4. If, after execution of the agreement, the Governmental Agency elects to terminate the project, the Governmental Agency shall be responsible for those eligible expenses incurred by the State which are attributable to the project.

5. As part of preliminary and construction engineering, the Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

6. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.



01 18 95

09:49

006

1993-1995 OFF-STATE SYSTEM FEDERAL-AID BRIDGE
REPLACEMENT AND REHABILITATION PROGRAM

EXHIBIT "A"

COUNTY: Sabine
CSJ: 0911-29-
PROJECT: _____
ROAD/STREET: CR221
STREAM CROSSING: Boregas Creek
NBI STRUCTURE NO: 11202AA0221001

RESOLUTION

A RESOLUTION TO ACCOMPANY THE CONSTRUCTION AND MAINTENANCE
AGREEMENT BETWEEN THE COUNTY OF Sabine, TEXAS
AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT
OF THE STRUCTURE LISTED ABOVE.

BE IT RESOLVED THAT _____ IS HEREBY
AUTHORIZED TO EXECUTE SAID AGREEMENT ON BEHALF OF THE COUNTY OF
_____, TEXAS AND TO SUBMIT SAID AGREEMENT
TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR APPROPRIATE ACTION.

SIGNATURE

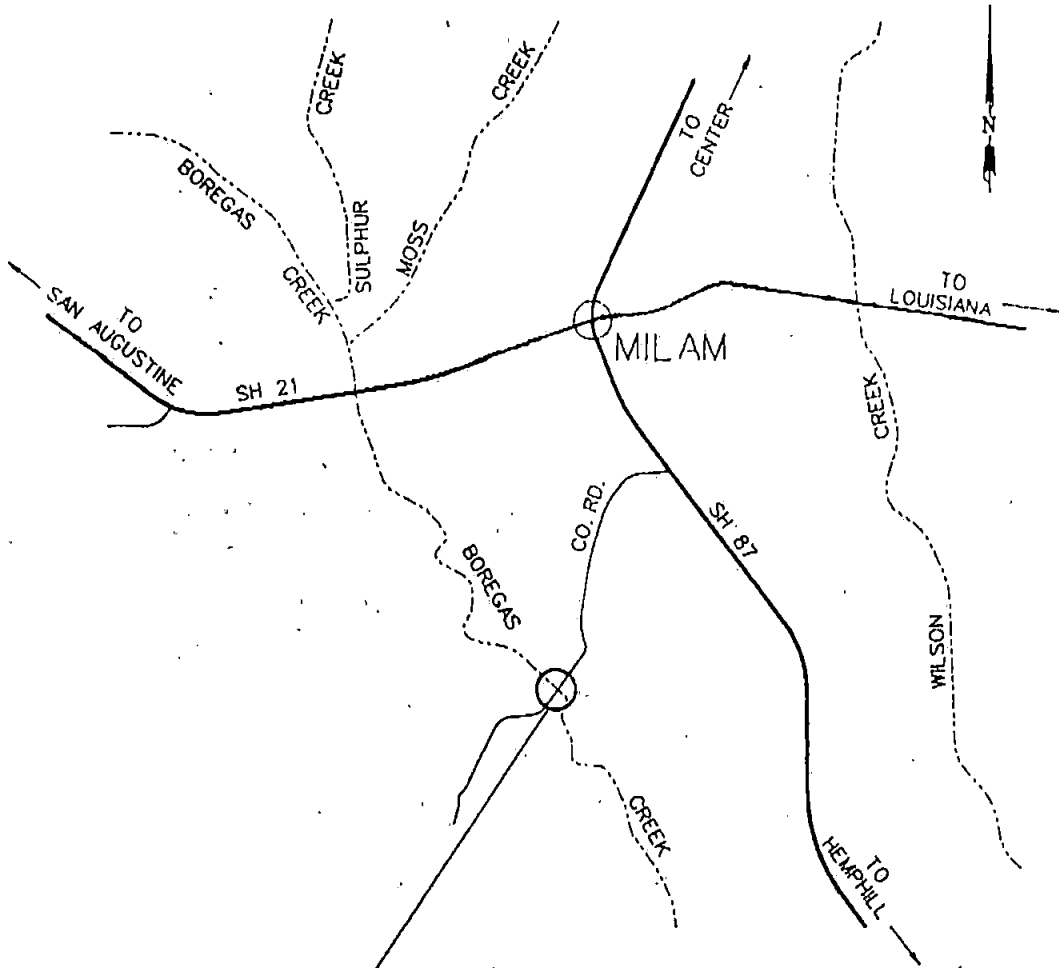
TITLE

ATTEST:

SIGNATURE

TITLE

DATED _____

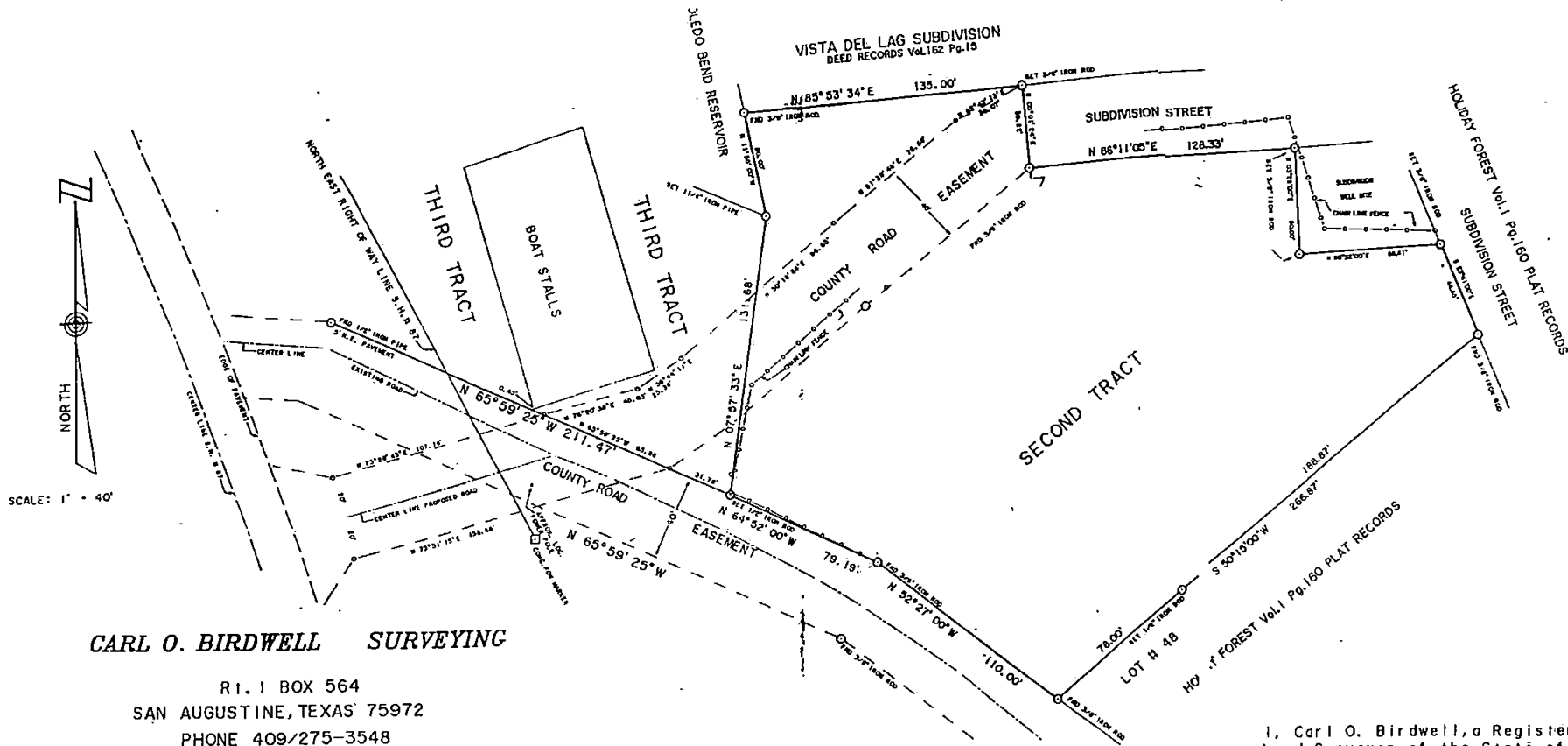


BRIDGE REPLACEMENT
 BOREGAS CREEK
 MILAM, TEXAS
 SABINE COUNTY

Vol Pg 755



LOCATING THE ORIGINAL
SOUTH WEST BOUNDARY LINE
OF THE
THIRD TRACT
HOLIDAY FOREST SUBDIVISION
RECORDED IN PLAT RECORDS Vol. 1 Pg. 160
IN THE
ELI LOWE SURVEY A-34
SABINE COUNTY, TEXAS



SCALE: 1" = 40'

CARL O. BIRDWELL SURVEYING

Rt. 1 BOX 564
SAN AUGUSTINE, TEXAS 75972
PHONE 409/275-3548

JOB NO. SB034010
DRAWING NO. SB034011
FIELD BOOK 82 Pg. 25



I, Carl O. Birdwell, a Registered Professional Land Surveyor, of the State of Texas, do hereby certify that the above plat truly and accurately depicts a survey made on the ground under my direct supervision and there are no visible discrepancies or encroachments except as shown on the above plat.

Carl O. Birdwell

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.



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Janice McDaniel County Clerk
by *Janice McDaniel* DEPUTY

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