

Monday, March 17, 1997, the Sabine County Commissioners' Court met in special session. The following members were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order and Will Smith led the Court in prayer.

Agenda item #1-Open Bids on Estray Contract

Three bids were submitted. They are as follows:

Ronald Stewart:

Boarding and Feeding fee.....: \$ 10.00 per day
No Catch fee.....: \$ 75.00
Catching fee.....: \$100.00 first head
Additional Catch same owner : \$ 50.00 per head

Ken Kilcrease:

Boarding and Feeding fee.....: \$ 3.00 per day
No Catch fee.....: \$ 25.00 per hour
Catching fee.....: \$ 30.00 per head

Kenon Foster:

Boarding and Feeding fee.....: \$ 5.00 per head,
per day, per initial animal-large animals
Additional Animals-same owner:\$ 2.55 per head,
per day-large animals
Boarding and Feeding fee.....: \$ 5.00 per head,
per day, per initial animal-small animals
Additional Animals-same owner:\$ 1.65 per head,
per day-small animals
No Catch fee.....: \$ 30.00 per hour
Catching fee.large animals...: \$ 25.00 per hour,
2 hour minimum, but not to exceed \$150.00
in the capture of a single animal.
Catching fee.small animals...: \$ 15.00 per hour
2 hour minimum, but not to exceed \$60.00 in the
capture of a single animal.

The Court and Sheriff Philips tried to compare the three bids. After discussion, it was decided that the bid from Ronald Stewart was the only bid that a more definite amount could be determined.

Sheriff Philips recommended accepting the bid from Ronald Stewart.

Commissioner Lynn Smith moved to award the Estray Contract to Ronald Stewart at the following rate: Board and Feeding-\$10.00 per day; No Catch fee-\$75.00 per trip; Catch Fee-\$100.00 for first head, \$50.00 for each head thereafter, same owner. Commissioner

Will Smith second. All voted for. Motion carried. See attached copies of bids.

Agenda item #2-Final Review & Exception of Schedule A of Co-op - Road & Maintenance Agreement with Forest Service

Greg Cohrs with the U. S. Forest Service presented road and maintenance agreements between Sabine County and the U. S. Forest Service. They are as follows:

- Nine mile road - pct. #4
- Arledge Trail - pct. #2
- Robert Gooch Trail - pct. #2
- Rice Fields - pct. #2
- Paul Trail - pct. #1

Commissioner Will Smith moved to accept these five roads as listed above. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of agreement.

Judge Leath briefly gave the Court a report of his meeting in Austin with the Historical Commission. He said that he made the following agreements: We divide our Courthouse exterior into four phases. The first phase will be done with the money we now have. The next three phases will be done when and if money is available and this is to be determined by the Court.

Phase one will be the attic structural renovations where some trusses and boards are separated and the hip roof reconstruction back to like it was in 1910. The cornice restoration will be with the gutter built into it. The main exterior staircase restoration. Site drainage which means mostly the side walks that are right against the building that are allowing water to run back in against the building will be replaced. The stone wall will be repaired. This is from top to bottom in priority order. If we run out of money we will not go any further down the list. We will be allowed to remove two of the three roll up windows in the County Clerk's office and the old fire escape.

Phase two will be the dome and chimneys.

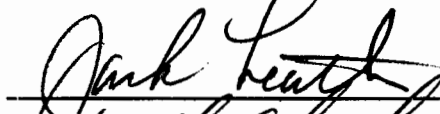
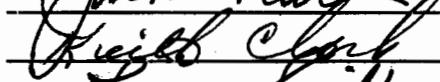
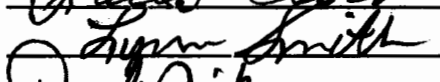
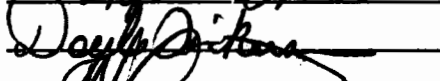
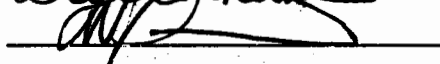
Phase three will be wood windows and removal of the third floor infield.

Phase four will be removal of the infield on the first and second floors.

There is a strong possibility of letting the contract in late June or early July.

The Court told the Judge they appreciated his efforts.

Commissioner Will Smith moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

	COUNTY JUDGE
	COMMISSIONER PCT. #1
	COMMISSIONER PCT. #2
	COMMISSIONER PCT. #3
	COMMISSIONER PCT. #4

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ATTEST:

Janice McDaniel COUNTY CLERK

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 cooperative planning, survey, design, construction, reconstruction, 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:

Arlidge Trail, FDR 129 East from FM 2928 West for 0.5 miles as identified in the Forest Development Road Cooperative Agreement, Schedule A as amended. (See attached map).

2. The Cooperator Agrees to

Haul, spread, shape and compact approximately 100 tons of crushed aggregate to Road 129 East at locations staked on the ground. Accomplish this work within 15 calendar days once hauling of aggregate begins.

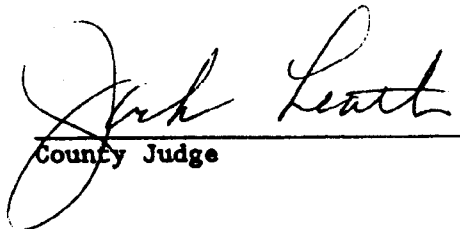
3. The Forest Service Agrees to

Purchase 100 tons of crushed aggregate from a commercial source.

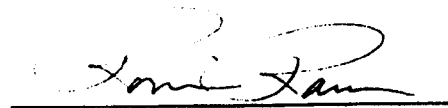
The terms of this agreement may be modified by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this project agreement to be properly executed by their authorized representatives on the 11 day of March, 1997.

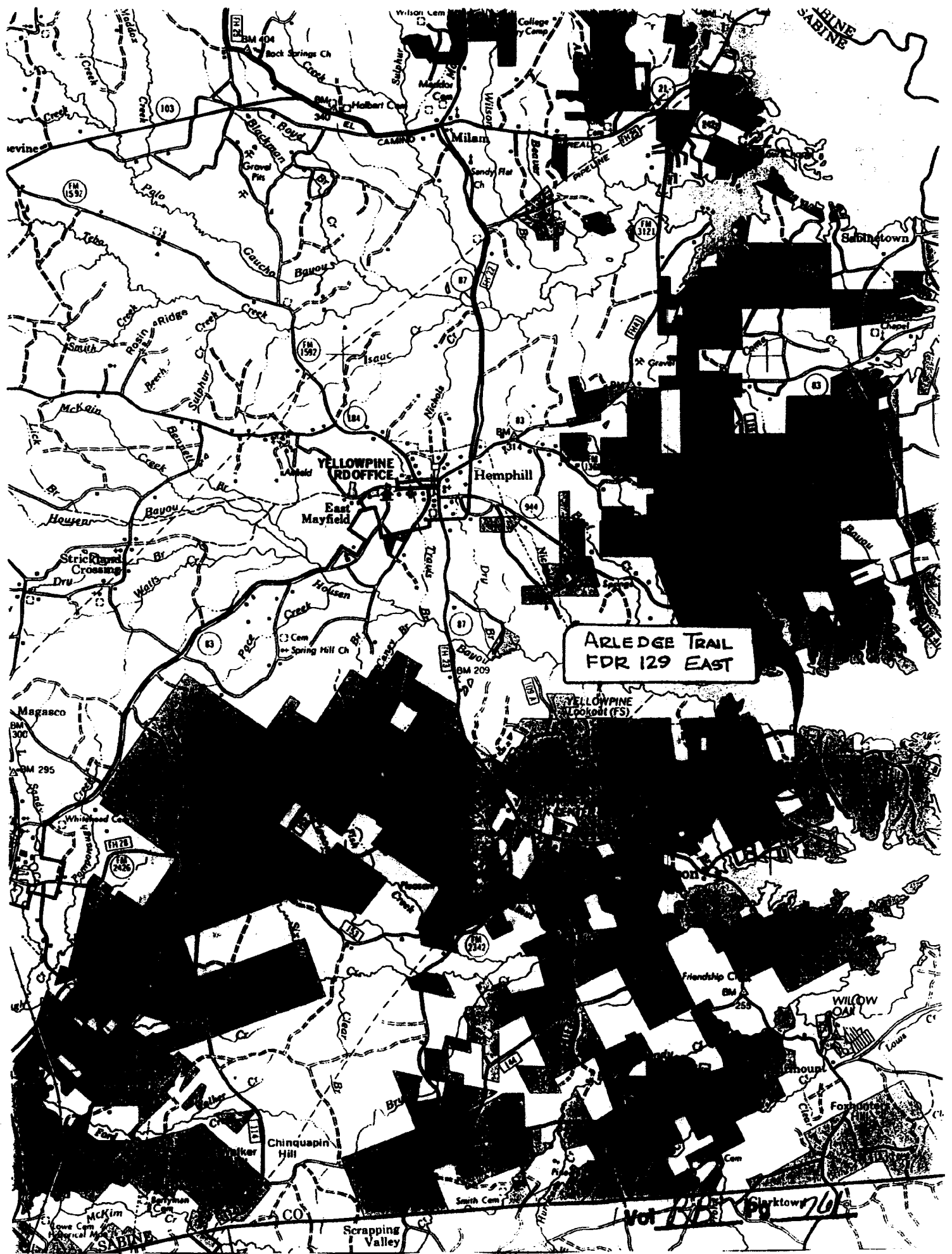
SABINE COUNTY, STATE OF TEXAS


County Judge

FOREST SERVICE
DEPARTMENT OF AGRICULTURE


Forest Supervisor

Vol BB Pg 760



ARLEDGE TRAIL
FDR 129 EAST

Scrapping Valley

Vol 188 Pg 70

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 cooperative planning, survey, design, construction, reconstruction, 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:

Rice Fields #153 from FM 2426 Southeast 3.8 miles to FM 2443 as identified in the Forest Development Road Cooperative Agreement, Schedule A. (See attached map).

2. The Cooperator Agrees to

Haul, spread and compact approximately 400 tons of crushed aggregate to Road 153 at locations staked in the field. To perform this work within 30 calendar days once hauling of aggregate begins. Exercise caution and care while pursuing the work to prevent unnecessary conflict with, or potential hazards to road users.

3. The Forest Service Agrees to

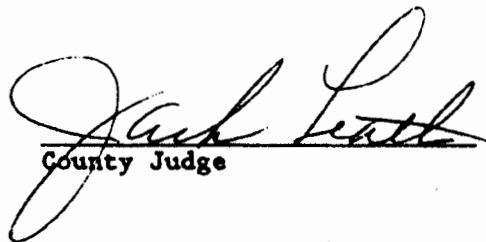
Purchase 400 tons of crushed aggregate from a commercial source.

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 11 day of March, 1997.

SABINE COUNTY, STATE OF TEXAS

FOREST SERVICE
DEPARTMENT OF AGRICULTURE


County Judge


Forest Supervisor

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RICE FIELDS
FDR 153

Vol. RB Pg 703

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 include the following described roads as depicted on the attached maps or to change maintenance jurisdiction.

II. Sabine County - Road Maintenance Jurisdiction

<u>Road No.</u>	<u>Road Name</u>	<u>Length</u>	<u>Termini</u>
44	Ninemile	4.9 miles	SAB 38 southeasterly to southmost end of Minton Easement.
45	Arledge Trail	0.5 miles	FM 2928 east ^{WESTERLY GDC} erly to deadend.
46	Robert Gooch Tr.	0.5 miles	SAB 14 west ^{EASTERLY GDC} erly to deadend.
47	Rice Fields	3.8 miles	FM 2426 southeasterly to FM 2343.
48	Paul Trail	1.2 miles	SAB 31 northwesterly to property boundary.

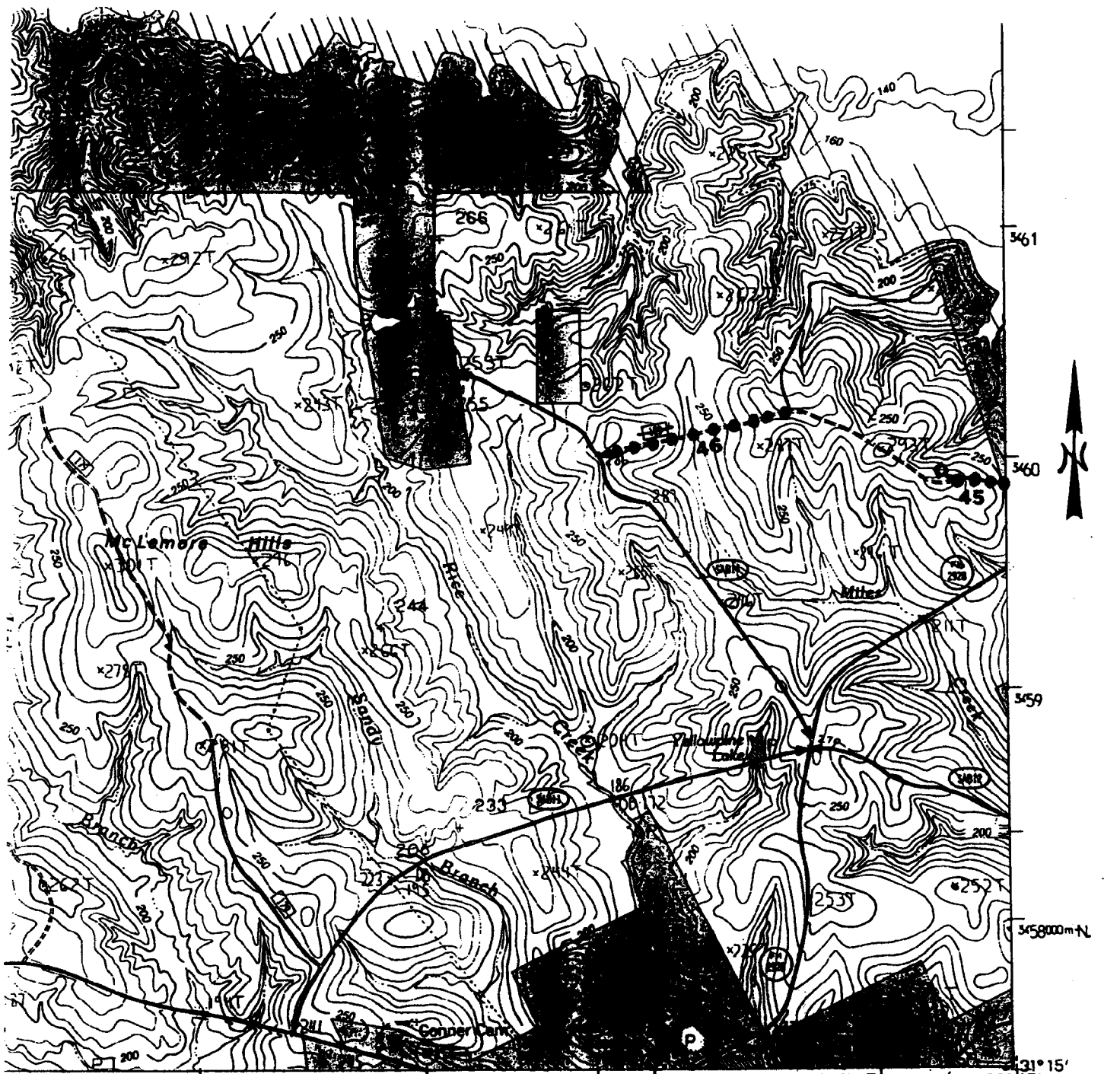
Jack Leath
COUNTY JUDGE, SABINE COUNTY

3-17-97
DATE

Tom Run
FOREST SUPERVISOR, NF&G'S IN TEXAS

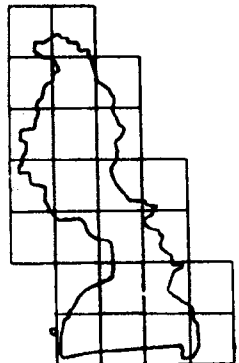
3/21/97
DATE

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INTERIOR GEOLOGICAL SURVEY, RESTON, VIRGINIA-1984

1 MILE



SABINE NATIONAL FOREST
QUADRANGLE LOCATION DIAGRAM

LEGEND

Amended Area County Road Maintenance Jurisdiction

Scale: 2.64 inches = 1 mile

HEMPHILL, TEXAS
PROVISIONAL EDITION 1984

N3115-W9345/7.5

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- J.S. Highway
- State Highway
- County Highway
- Forest Road
- Forest Trail
- Farm to Market Highway
- State Recreation Road

(FAIRMOUNT)

3462

3461

3459

3458

31°15'

93°45'

429

4 060 000 FEET (TEX.)

431

432

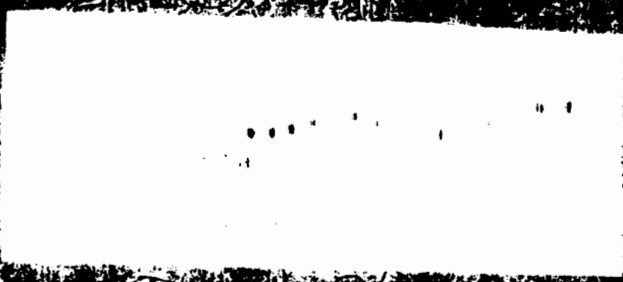
42'30"

433

640 000 FEET (TEX.)

2 MI TO TEX 87

45



HURRICANE CREEK 7.46 IN NE

Base map prepared by the U.S. Geological Survey

Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial photographs taken 1980. Field checked 1981. Map edited 1985

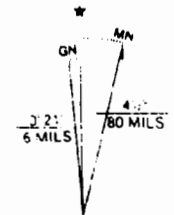
Projection: Texas coordinate system, central zone (Lambert conformal conic)

10,000-foot grid ticks based on Texas coordinate system, central zone and Louisiana coordinate system, north zone 1000-meter Universal Transverse Mercator grid, zone 15 1927 North American Datum

To place on the predicted North American Datum 1983 move the projection lines 16 meters south and 17 meters east as shown by dashed corner ticks

Areas covered by dashed light-blue pattern are subject to controlled inundation

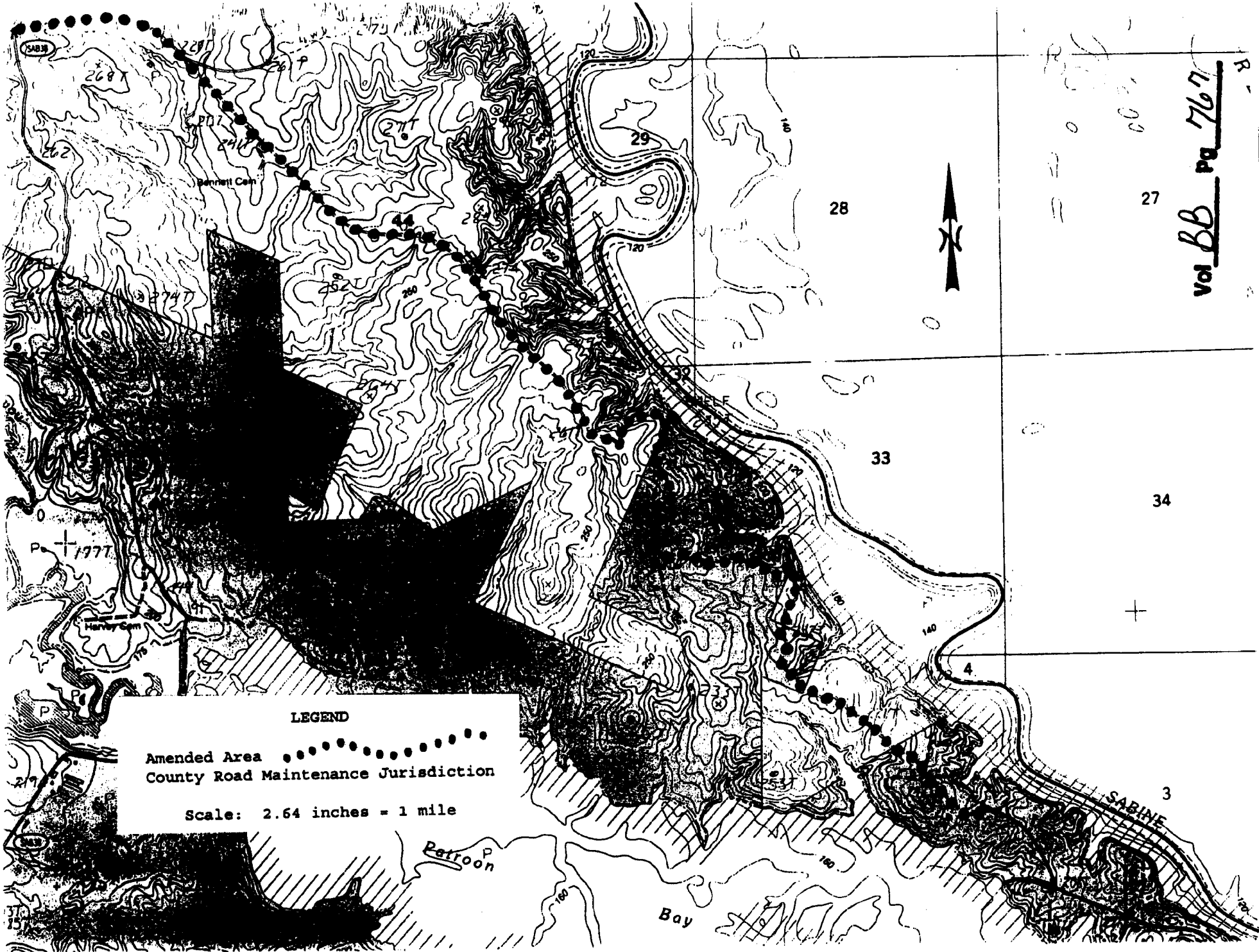
Modification to USGS provisional map by the U.S. Forest Service Geometrics Service Center from 1981, 1983 and 1984 aerial photographs



UTM GRID AND 1986 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

- N
- N
- L
- B
- R

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LEGEND

Amended Area
County Road Maintenance Jurisdiction

Scale: 2.64 inches = 1 mile

vol BB pa 1767



28

27

33

34

3

SABINE

Petron

Bay

SABINE

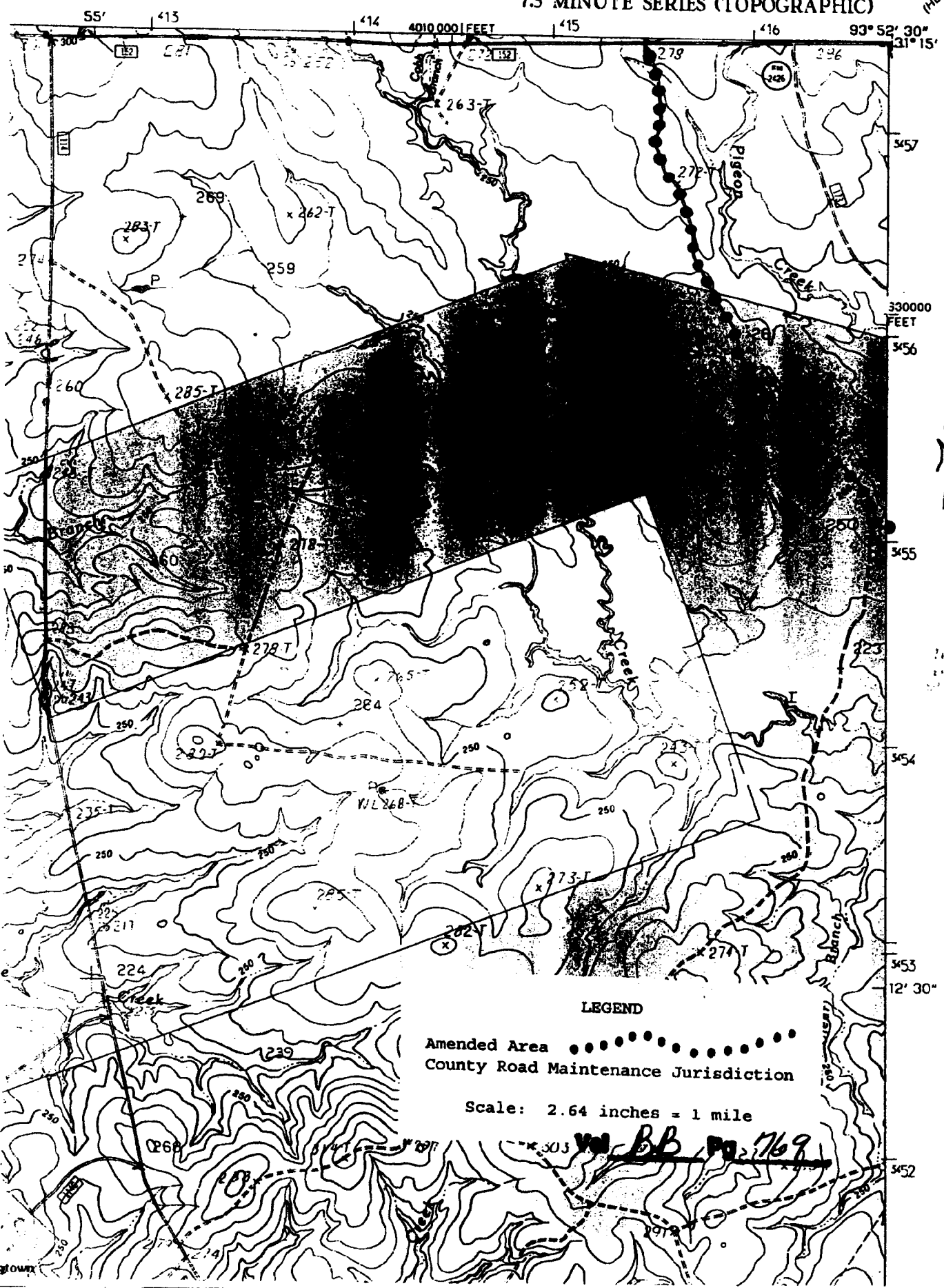
Barnett Com

1977

Harvey Com

PINELAND SOUTH QUADRANGLE
TEXAS
7.5 MINUTE SERIES (TOPOGRAPHIC)

(MEMPHILL)



LEGEND

Amended Area
County Road Maintenance Jurisdiction - - - - -

Scale: 2.64 inches = 1 mile

Vol. BB No. 2769
x 303

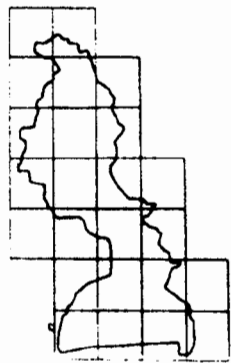
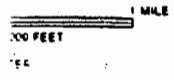


476
25'
475
474
473
472000mN
280000
FEET
31° 22' 30"
93° 45'



47° 30' 25' 1800000 FEET 26 27 280000mE 93° 45'

INTERIOR-BIOLOGICAL SURVEY, RESTON, VIRGINIA-1984



LEGEND





Amended Area 
 County Road Maintenance Jurisdiction 

Scale: 2.64 inches = 1 mile

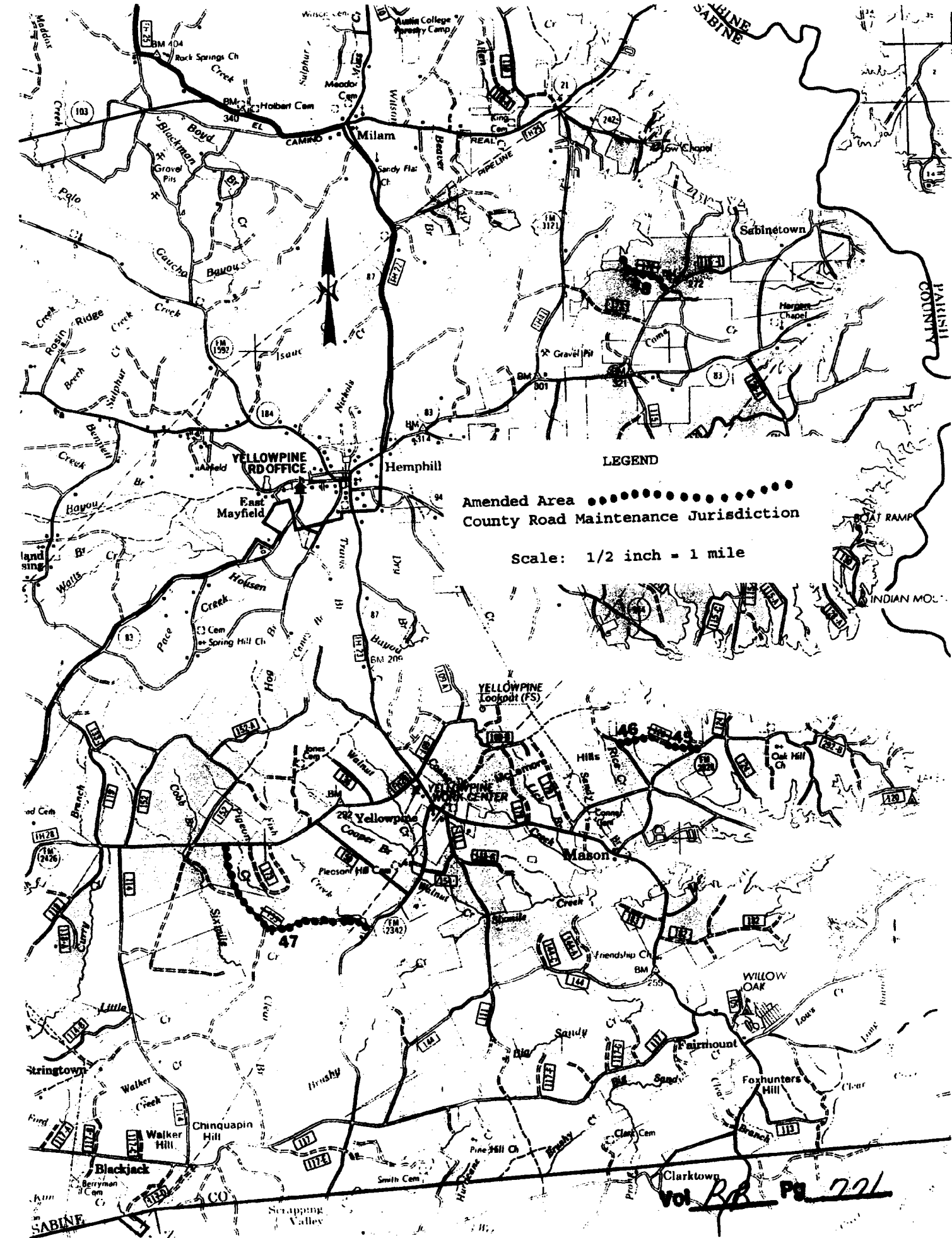
MILAM, TEXAS-LOUISIANA

PROVISIONAL EDITION 1984

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-  U.S. Highway
-  State Highway
-  County Highway
-  Forest Road

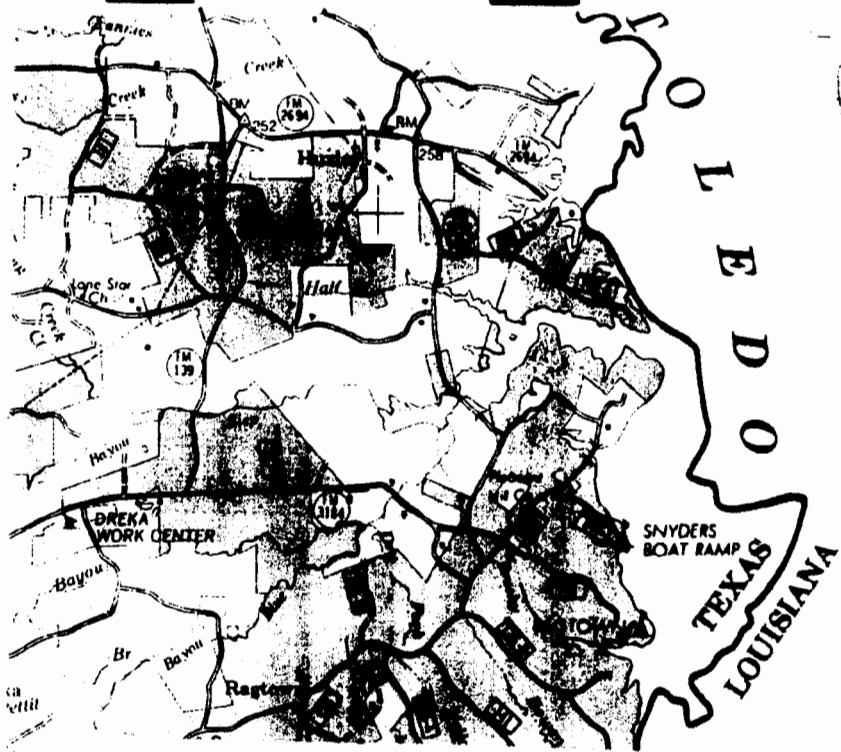
(NEGATIVE)



LEGEND
Amended Area
County Road Maintenance Jurisdiction

Scale: 1/2 inch = 1 mile

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T. 9 N.

TENAHA RANGER DISTRICT
101 SOUTH BOLIVAR
SAN AUGUSTINE, TX

T. 8 N.

T. 7 N.

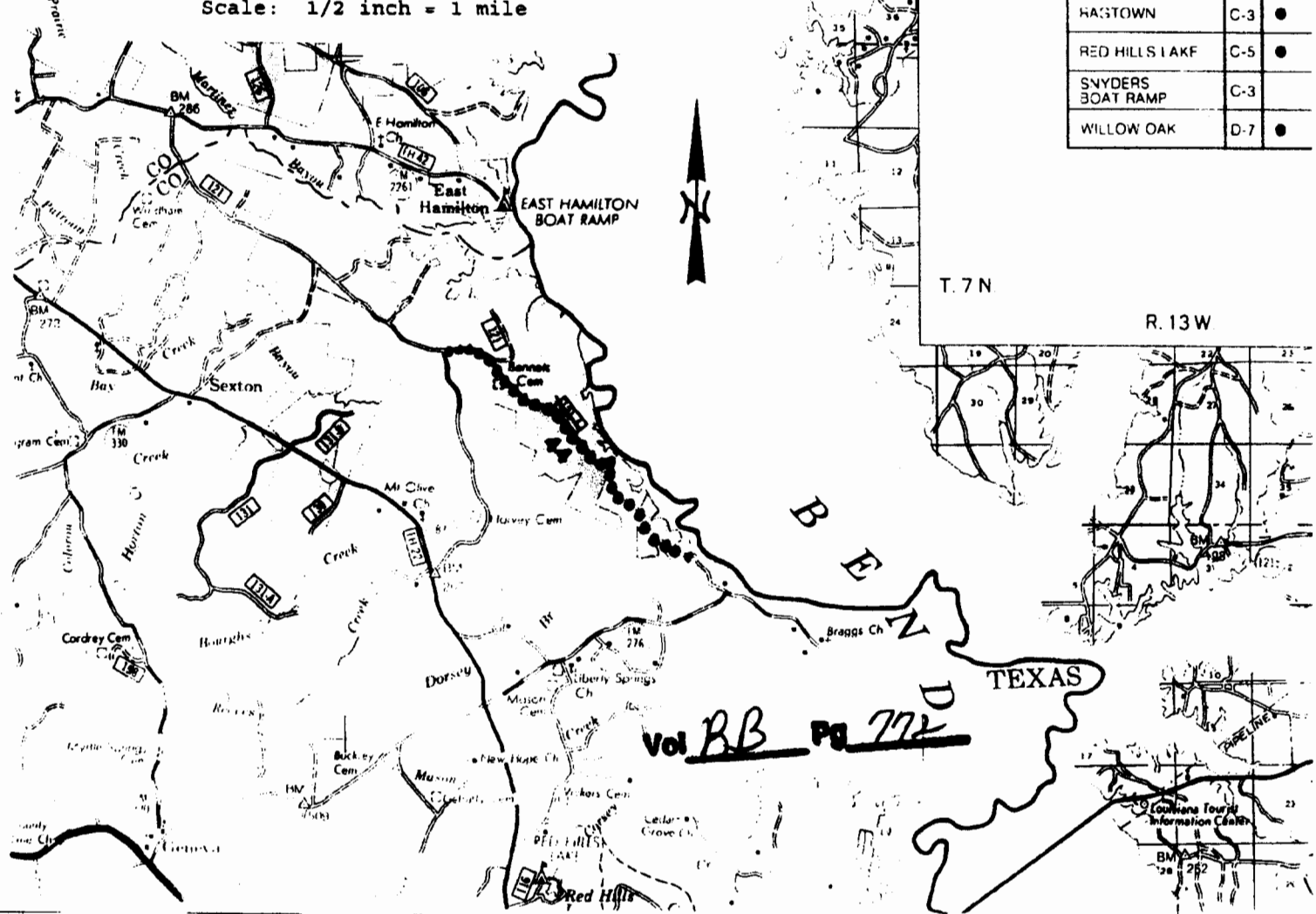
R. 13 W.

LEGEND

Amended Area
County Road Maintenance Jurisdiction

Scale: 1/2 inch = 1 mile

SABINE N F RECREATION SITES		
	LOCATION	FEE AREA
EAST HAMILTON BOAT RAMP	C-4	
INDIAN MOUNDS	D-6	●
LAKEVIEW	D-6	
HASTOWN	C-3	●
RED HILLS LAKE	C-5	●
SNYDERS BOAT RAMP	C-3	
WILLOW OAK	D-7	●



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Louisiana Tourist Information Center

Accepted
3/17/97

SABINE COUNTY
ESTRAY CONTRACT

Contractor understands that expenses incurred in the capture, transporting, feeding and caring for estray will be paid by the owner of the estray when they can be located.

If an impounded animal has to be disposed of through livestock sale at auction, the contractors expenses including transportation to the sale will be recovered by the sale of the animal(s).

A current copy of the state livestock law will be furnished to the contractor by the Sheriff's Department and contractor will be guided by those State Laws while under contract to Sabine County.

Contractor agrees to an inspection of his facility by Veterinarian Thomas Rach to insure it meets standards for loading and unloading and proper care of impounded animals.

Estray Animal Contract

1. The fee charged by the contractor per day for boarding and feeding of estray will be \$10.00.
2. The fee charged by the contractor to the County in a no catch situation will be \$75.00.

③ FEE for catching - \$100⁰⁰ for one head
~~after~~ after one head 50⁰⁰ A head

Vol BB Pg 773

Estray Animal Contract

THIS CONTRACT ENTERED INTO BETWEEN THE SABINE COUNTY SHERIFF'S OFFICE AND Ronald L Stewart, ACTING BY AND THROUGH TOM PHILIPS, SHERIFF, DULY AUTHORIZE AND HEREINAFTER CALLED CONTRACTOR, TO BECOME EFFECTIVE March 17, 1997.

In consideration of mutual covenants, agreements, stipulations and payments, the parties hereby contract and agree as follows:

1. Contract shall be for a period of one year from date of signatures.
2. This contract may be terminated after notice of thirty (30) days by either party in writing.
3. The contracted party Ronald L Stewart agrees to furnish the necessary equipment and personnel for the removal, penning and care of all animals deemed estray or ordered removed, penned and cared for under court order.
4. The contracted party RONALD L STEWART shall have exclusive rights to all estray or court ordered packages within the county if he is available when contacted.
5. The contracted party RONALD L STEWART shall be reimbursed for all reasonable expenses incurred under the contract for hauling, feeding, care, veterinarian expenses while under care and control of contractor. Provided contractor is able to vend said estray, or collect from owner when located.

Ronald Stewart
signature of contractor
RONALD L STEWART
printed name/address/phone #
HC 53 Bx 5110
Hemphill, Tx. 75948
409-579-3195

Tom Phillips
Sheriff, Sabine County, Tx.

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Rejected
3/12/97

SABINE COUNTY
ESTRAY CONTRACT

Contractor understands that expenses incurred in the capture, transporting, feeding and caring for estray will be paid by the owner of the estray when they can be located.

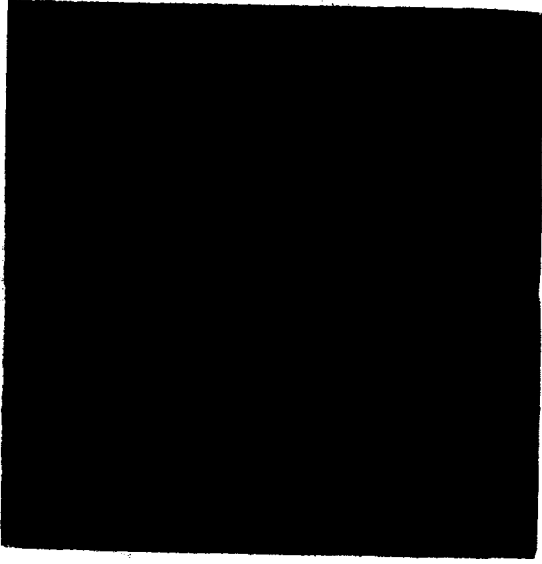
If an impounded animal has to be disposed of through livestock sale at auction, the contractors expenses including transportation to the sale will be recovered by the sale of the animal(s).

A current copy of the state livestock law will be furnished to the contractor by the Sheriff's Department and contractor will be guided by those State Laws while under contract to Sabine County.

Contractor agrees to an inspection of his facility by Veterinarian Thomas Rach to insure it meets standards for loading and unloading and proper care of impounded animals.

Estray Animal Contract

1. The fee charged by the contractor per day for boarding and feeding of estray will be 3.00.
2. The fee charged by the contractor to the County in a no catch situation will be 25.00 HR.



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Estray Animal Contract

THIS CONTRACT ENTERED INTO BETWEEN THE SABINE COUNTY SHERIFF'S OFFICE AND KEN HILCREASE, JR., ACTING BY AND THROUGH TOM PHILIPS, SHERIFF, DULY AUTHORIZE AND HEREINAFTER CALLED CONTRACTOR, TO BECOME EFFECTIVE _____.

In consideration of mutual covenants, agreements, stipulations and payments, the parties hereby contract and agree as follows:

1. Contract shall be for a period of one year from date of signatures.
2. This contract may be terminated after notice of thirty (30) days by either party in writing.
3. The contracted party KEN HILCREASE, JR. agrees to furnish the necessary equipment and personnel for the removal, penning and care of all animals deemed estray or ordered removed, penned and cared for under court order.
4. The contracted party KEN HILCREASE, JR. shall have exclusive rights to all estray or court ordered packages within the county if he is available when contacted.
5. The contracted party KEN HILCREASE, JR. shall be reimbursed for all reasonable expenses incurred under the contract for hauling, feeding, care, veterinarian expenses while under care and control of contractor. Provided contractor is able to vend said estray, or collect from owner when located.

Ken Hilcrease Jr.
signature of contractor

Sheriff, Sabine County, Tx.

printed name/address/phone #
KEN HILCREASE, JR. (409) 584-1565
P.O. BOX 699
PINELAND, TX 75968

Vol BB Pg 776

Accepted
3/19/97

SABINE COUNTY
ESTRAY CONTRACT

Contractor understands that expenses incurred in the capture, transporting, feeding and caring for estray will be paid by the owner of the estray when they can be located.

If an impounded animal has to be disposed of through livestock sale at auction, the contractors expenses including transportation to the sale will be recovered by the sale of the animal(s).

A current copy of the state livestock law will be furnished to the contractor by the Sheriff's Department and contractor will be guided by those State Laws while under contract to Sabine County.

Contractor agrees to an inspection of his facility by Veterinarian Thomas Rach to insure it meets standards for loading and unloading and proper care of impounded animals.

Estray Animal Contract

1. The fee charged by the contractor per day for boarding and feeding of estray will be see attached page.
2. The fee charged by the contractor to the County in a no catch situation will be \$30.

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Estray Animal Contract

THIS CONTRACT ENTERED INTO BETWEEN THE SABINE COUNTY SHERIFF'S OFFICE AND KENON C. FOSTER, ACTING BY AND THROUGH TOM PHILIPS, SHERIFF, DULY AUTHORIZE AND HEREINAFTER CALLED CONTRACTOR, TO BECOME EFFECTIVE _____.

In consideration of mutual covenants, agreements, stipulations and payments, the parties hereby contract and agree as follows:

1. Contract shall be for a period of one year from date of signatures.
2. This contract may be terminated after notice of thirty (30) days by either party in writing.
3. The contracted party KENON C. FOSTER agrees to furnish the necessary equipment and personnel for the removal, penning and care of all animals deemed estray or ordered removed, penned and cared for under court order.
4. The contracted party KENON C. FOSTER shall have exclusive rights to all estray or court ordered packages within the county if he is available when contacted.
5. The contracted party KENON C. FOSTER shall be reimbursed for all reasonable expenses incurred under the contract for hauling, feeding, care, veterinarianian expenses while under care and control of contractor. Provided contractor is able to vend said estray, or collect from owner when located.

Kenon C. Foster
signature of contractor

Sheriff, Sabine County, Tx.

KENON C. FOSTER

printed name/address/phone #

Rt. 2 Box 100 BRANSON TX. 75930

HOME (409) 787-1270 CELLULAR (409) 275-6409

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I, Kenon C. Foster propose a daily charge for the boarding and feeding of large animals (horses, mules, donkeys, cattle, llamas, etc.) of \$5.00 per head, per day for initial animal, \$2.55 per head, per day for every animal added thereafter belonging to a given owner, for small animals (sheep, goats, ratites, etc) \$5.00 per head per day for initial animal, \$1.65 per head per day for every animal added thereafter belonging to a given owner.

Vol BB PO 779

PRICE PROPOSAL FOR CAPTURE OF LIVESTOCK

I, Kenon C. Foster, propose, for the capture of large animals (horses, mules, donkeys, cattle, llamas, etc.), an hourly charge of \$25.00 per hour with a two hour minimum, not to exceed \$150.00 in the capture of a single animal, for the capture of small animals (sheep, goats, hogs, ratites, etc.), an hourly charge of \$15.00 per hour with a two hour minimum, not to exceed \$60.00 in the capture of a single animal.

Kenon C. Foster
Kenon C. Foster

The State Of Texas
County Of Tarrant

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

VOL. RB PAGE 757
JANICE ABRAHAM COUNTY CLERK
BY Louis Clark
Deputy



Vol RB Pg 780