

Monday, January 22, 2001, the Sabine County Commissioners' Court met in regular session. The following members of Court were present:

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

Judge Leath called the meeting to order and Bro. Clarence Howell led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the January 8, 2001 regular Court session. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #7-Discuss Tourism Commission Budget with Bob Russell and Lisa Owens

Bob Russell gave the Court a description of the budget of the Convention & Visitors Bureau. The Commission recommends funding of this budget in the amount of \$65,100.00.

After discussion, Commissioner Nethery moved to remove \$3,000.00 from the bottom line of the budget presented. Commissioner Smith seconded. All voted for. Motion carried.

Commissioner Nethery told Mr. Russell that at a later date the Court might reinstate the \$3,000.00 if finances are available.

Commissioner Clark moved to adopt the budget for the CVB as amended. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

Agenda item #8-Jerry Cowgill/Mayfest on Lawn

Jerry Cowgill met with the Court on behalf of the Breakfast Lions Club requesting that Mayfest be moved back to the Courthouse Square. He said the town square merchants are not getting the business they used to since it has been moved to the Farmers' Market. Also, the vendors shut down when the parade comes through town. When the people go back to the Farmers' Market, there are

no vendors there. He said they talked about closing the East and West streets on the square but that could present a problem with extension cords having to be stretched across the lawn and people tripping on them.

Rhoda Berry with the Hemphill Garden Club and the Farmers' Market Committee said she addressed the Court in 1999 about improving the Farmers' Market to use for festivals and etc. Bethlehem Walk group was asked to use the Farmers' Market and it has been a success over there. Not all improvements that we want to make to the area have been made, but hopefully our plans can go forward. Maybe even before Mayfest. She said she would like to see the park (Farmers' Market) area continue to be improved. It is only one block from the square to the park area and that is not too far to walk.

Janice Speights said she is a member of the Historical Commission and would ask that the Court check with the State Historical Commission about having the Mayfest on the Courthouse lawn. She said she agrees with Rhoda that the park area is a good place for Mayfest.

Judge Leath said he has not checked with them about this but he has asked them about a flowerbed. They said that if there were evidence that a flowerbed used to exist on the lawn, then it would be okay.

Commissioner Smith said if we knew what the weather is going to be on that day, a decision could be made easier. If it were wet that day, there would be the advantage of having a covered area. He said he knows that some on the square would like to see Mayfest be the way it used to be. We have gone to so much expense on the lawn and the Courthouse and to improve the area of the Farmers' Market that he would like to see it stay over there.

Loretta Sterle said we might close the street on the West side and put some booths on that street and still have others at the Farmers' Market.

Commissioner Clark said that he thinks it belongs to the people and if that is what they want, then we should have it here.

Commissioner Nethery asked if we could close the East and West streets on the Courthouse square? We could let them put booths on these two streets and that would give a circulation of people without using the lawn.

Mr. Cowgill said that last year an hour before the parade started the people left the Farmers' Market for the parade so the vendors packed up and left. When the people came back, the vendors were gone. The vendors are not going to stay

open if the people leave. He said he thinks Mayfest will die if we don't move it back.

Commissioner Clark said the parade is cancelled if it is raining anyway.

Judge Leath said the City would be the one to close the streets.

Commissioner Clark moved to move Mayfest back to the Courthouse square. Commissioner Dickerson seconded. Commissioners' Clark and Dickerson voted for the motion. Commissioners' Smith and Nethery voted against. Judge Leath abstained from voting and the motion died for lack of a majority vote.

Margene Beaudreaux said that some of the vendors have told her that they will not continue if it continues to be at the Farmers' Market. She said a workable solution to her is to have some of the booths on the West side street and some at the Farmers' Market. Also for the Lions Club to have specific times set for Mayfest and to ask the vendors not to pack up at 2:00 when the parade comes through.

Judge Leath asked Commissioner Clark and the Breakfast Lions Club to see if something can be worked out and with the City also.

Back to Agenda item #1-General Business

Sheriff Tom Maddox asked the fire chiefs of the County Volunteer Fire Departments to meet with him to discuss the radios. He said he appreciates the work the fire departments are doing but he wanted to let the chiefs know that radio transmissions are being monitored. He asked that they tell the people to keep all transmissions to business on the radio. Also, when a mike is keyed, it sets the 911 monitor off for 7 seconds.

This was discussion only.

Agenda item #9-Discuss Brazos Transit System

Lyle Nelson with the Brazos Transit System is present in Court.

Judge Leath told Mr. Nelson that as recent as 8:14 a.m. this morning, a call was made to the dispatcher for the Brazos Transit System and the lady was told that they do not serve Sabine County. People have called and been told different things. They were told that they do not make runs outside the County, that they only make runs to Lufkin or that they do not have service in Sabine County. Judge Leath said that he received a letter from Mr. Nelson stating that the County would not be charged for September, October and November since we did not actually have the service then. But, he said we would have the service starting December 4, 2000. We have received bills for September, October and November and we still do not have the service we were promised.

Mr. Nelson said we were not getting the service and he does not know why his dispatching office would tell the people that and he will take care of it immediately.

Judge Leath said a supervisor from the Brazos Transit System was by his office last week and she was asked why we were not getting the transportation outside the County and she said we were. According to the call made this morning, we still are not.

Commissioner Clark said he though we were supposed to have buses stationed here. Apparently when you call, the bus has to come from Lufkin. Also, they were supposed to have local drivers.

Mr. Nelson said that he has three garages. They are in Bryan, Livingston and Lufkin. If the demand dictates that a bus be stationed in a County, we do that. At the last Commissioners' Court meeting, he said he believes he said the bus would be initially be stationed in Lufkin. When a drivers spot comes open, he would then advertise for a driver locally.

Commissioner Dickerson said we have not gotten the service we were promised.

Commissioner Dickerson moved to withdraw from the agreement with Brazos Transit System as soon as legally possible. Commissioner Smith seconded.

Judge Leath said the agreement calls for a thirty-day notice and if this motion carries, our County Attorney can take care of it.

All voted for. Motion carried.

Agenda item #11-Discuss Pratt House

Judge Leath said the hotel/motel tax money has averaged about \$74,000.00 annually for the past three years. The Convention and Visitors Bureau and the ten percent that goes to the Convention Center (bal. \$105,837.00 right now and is designated for a Convention Center) pretty well takes up the money collected per year.

In the Judges office, they have received 83 calls regarding the Pratt house. Fifty-three were against and thirty for. In talking with the people, he has asked them if they would be willing to pay more taxes for this and he has only had one person say they would. He said it is his understanding that it is a possibility that the property would sell for \$175,000.00 and that maybe the First Baptist Church would buy some of the land and reduces the cost to \$100,000.00. One hundred and

five thousand dollars is available in the hotel/motel tax money for a Convention Center. What would you have after you paid this money for the house? You would not have any more money for anything else if the budget were approved for the Convention and Visitors Bureau. He said he is not speaking for or against purchasing the house.

Commissioner Nethery said he has not kept a log of the calls he has received but he would estimate it at about 50. They all have been affirmative except for 2.

Commissioner Dickerson said most of the calls he has received have been against it.

Commissioner Clark said he has had about 20 calls and they have been about 50/50.

Commissioner Smith said he has not had that many calls but his has been contacts on the street. Most of them wants to see the house saved but does not want to pay any more taxes in order to save it. He said he does not know of anyone in the County that just wants to see it torn down. He said he hopes we can come up with some solution but he is not convinced that it is the County government's responsibility to save this house.

Robert Howard said his great uncle, Edward Pratt, built this house. As far as he knows, there is nothing historic about the house. Mr. Pratt had eleven children and needed a big house and that is all it was. He said he would hate to see the County buy this house with the assumption that this is a historic place. The house was built around the turn of the century.

Commissioner Nethery said someone told him that it was built between 1900 and 1910 and Mr. Howard agreed.

Judge Leath said he would like to know from the ones pressing this if they have gone to any groups seeking help for this. He said the City of Hemphill called him and said they were all for it until he asked if they would be willing to put any money into it. He said he would like to see the house saved but he will be against using any ad valorem tax money. This Commissioners' Court and the elected officials of this County have worked hard at least for the last five years to keep the tax rate down and we have done it. We also have improved services and built up a small operating surplus in the general fund of the County.

Commissioner Clark said if we use all the hotel/motel for this then we can not promote anything else and really the lake is the main thing that brings the people in.

Janice Speights said she knows that Mary Ann McDaniel has sent a request to have it declared a historical house. If it is declared that, she feels sure that she will be able to get a grant for 80 percent to restore it. There will be the other 20 percent, but maybe some of the other groups could get together and raise the money for that amount. She said she is not for using ad valorem tax money, but she is asking the Court to hold off on any decision until Mary Ann hears from the State Historical Commission.

Commissioner Nethery said that maybe we need to have a public hearing on this.

Judge Leath said purchasing and restoring the house would not be the end of it. You will have to consider maintenance, utilities and staffing. All issues need to be considered.

This was discussion only. No action was taken.

#### Agenda item #12-Discuss County Line Road

Albert Werner, a resident that lives on the County Line road, met with the Court to discuss the condition of the road. He said there is only one way in and out for the people that live down this road and most of us are senior citizens. We would like to be able to get in and out without getting stuck and that an ambulance can get to us if we need it.

Commissioner Dickerson said that a bank in Houston that has bought the wells on this road and he is working with them to help put rock on this road. He said he plans to put rock on the worse spots as soon as the weather permits. Part of this road is in San Augustine County and he can not do anything about that part.

#### Agenda item #14-Discuss Ambulance Service

Judge Leath said that Memorial Health Systems of East Texas has notified us by letter dated January 16<sup>th</sup> that they will no longer furnish an ambulance service to this County effective March 31, 2001. At the time Memorial came to us, Gold Star ambulance service came too. They said they would give us an ambulance service but they wanted to be subsidized approximately three hundred thousand dollars a year. The County does not have that kind of money. Since that time, we have asked Gold Star to make a formal proposal to us to furnish us

ambulance service full time and a proposal for 90 days. At this point, Judge Leath said he has not received anything from them yet. He said he has discussed the possibility two more groups coming into the County but he has not received anything from either one. The half owner of one of the groups has a local connection and he has shown some interest. San Augustine is in the same shape. Memorial Health Systems has or is going to pull out of there also. What he would like to do today is to appoint a committee to formulate some kind of plan for us to have an ambulance service that will be here for a long period of time. He said he is going to ask that John Booker, Mayor of Pineland; Don Iles, City Manager of Hemphill; Edith McCauley, Sabine County Hospital Administrator and Commissioner Gene Nethery to be on this committee. He asked Mr. Nethery to chair the committee. Also, he is trying to get a group from San Augustine to see what their plans are. Maybe we would be more attractive to some group if we combine our efforts.

Agenda item #4-Take Action on Beechwood II Boat Ramp Resolution

Judge Leath moved to adopt this Resolution. Commissioner Smith seconded. All voted for. Motion carried. See attached copy.

Agenda item #5-Discuss & Possible Take Action on Vehicles With Sheriff Maddox

Sheriff Maddox told the Court that he just needs to know what direction we are going to go with our vehicles. He said whichever way we go would be fine with him and they will make do.

Judge Leath said the current lease program with Ford Motor Company has an interest rate of about seven and one-half percent. One of our local banks will do the same lease with a lower interest rate. We can go with a lease or we can amend the budget to outright buy two cars. The cars will be between \$21,000.00 and \$25,000.00 each. He said the most reasonable to him would be to outright buy the cars and not have to pay any interest.

Glenn Smith with the Sheriff's department said he thinks it would be responsible to get one new car every year.

The Court decided to go with purchasing two new cars but a budget amendment will have to be done first. Budget amendment is to be placed on the agenda for the next regular Court session.

Recess 10:20 a.m.

Reconvene 10:40 a.m.

Agenda item #6-Discuss Culverts with Jerry Shaver of A. D. S.

Jerry Shaver with A. D. S. gave the Court a brief description of the culverts that they manufacture. No action was taken.

Agenda item #10-Discuss Model Subdivision Rules

Judge Leath told the Court that the Water Development Board asked that we reaffirm that our subdivision rules will reflect all the provisions of the model subdivision regulations.

Judge Leath moved to reaffirm that our subdivision rules will reflect all of the model subdivision regulations required by the Water Development Board. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #13-Appoint Salary Grievance Committee

The law requires that three individuals that served on the Grand Jury in the last year be appointed to serve on the Salary Grievance Committee. David Runnels drew three names from the list. The names drawn are Lynn Lindsey, Alice Grace and Alton Carlson. The Clerk will notify these people.

Agenda item #18-Advertise for Surplus Vehicle

Judge Leath moved to advertise for sale the community service bus, surplus vehicle. Commissioner Clark seconded. All voted for. Motion carried. The Clerk is to determine the time limit and set the date for bids to be received and opened. See attached copy of published notice.

Agenda item #1-General Business

Commissioner Clark moved to accept the resignation of David Runnels effective January 31, 2001. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #15-Executive Session-11: 15 a.m.

Regular Session

Agenda item #16-Take Action-Appointment of 911 Coordinator

Judge Leath moved to appoint Dale Gilcrease as the 911 Coordinator. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #2-Reports

Commissioner Clark moved to accept the reports from the Treasurer, Tax Assessor and John Toner. Commissioner Dickerson seconded. All voted for. Motion carried.

Vol II Pg 8



Agenda item #17-Pay Accounts and Salaries

Commissioner Smith moved to pay the accounts and salaries.

Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

Jack Leath COUNTY JUDGE

Keith Clark COMMISSIONER PCT. #1

Lynn Smith COMMISSIONER PCT. #2

Doug Dickerson COMMISSIONER PCT. #3

R. Snusley COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK



Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due Stat	
(ALCH ) ALLISON CHEVROLET OLDSMOBILE 409 384 4693					
1316	01-08-01	16832	HORN KIT	A	
			6451.56	11	35.21
1317	01-08-01	16832	HORN REPAIR WORK	A	
			6451.56	11	51.19
1318	01-08-01	16832	BRAKE LIGHT REPAIR WORK	A	
			6451.56	11	56.31
1319	01-08-01	16832	PAY SHOP MATERIAL	A	
			6451.56	11	5.35
Vendor Total					\$148.69

(ANGL ) ANGLER'S PRINTING & PUBLISHING 409 625 3467					
1311	01-12-01		SELF INKING STAMP	A	
			6310.56	7	15.68
1312	01-05-01		LETTERHEAD	A	
			6310.56	14	35.00
1313	01-05-01		#10 ENVELOPES	A	
			6310.56	14	58.00
Vendor Total					\$108.68

(BAJA ) BASKIN'S DEPT STORE - JASPER 409 384 5436					
1269	01-01-01	00186	3 PR PANTS	A	
			6540.56	18	74.85
1270	01-01-01	00249	2 PR PANTS	A	
			6540.56	18	51.90
1271	01-03-01	00317	2 PR PANTS	A	
			6540.56	18	49.90
Vendor Total					\$176.65

(BOSA ) BOGEL SALES, INC. 800 535 2704					
1370	01-18-01	191861	38X60 HVY TRASH BAGS	A	
			6310.408	1	20.75
1371	01-18-01	191861	SUNDANCE ALL PURPOSE CLEANER	A	
			6310.408	1	37.23
1372	01-18-01	191861	ABROSOL GLASS CLEANER	A	
			6310.408	1	4.30
1373	01-18-01	191861	CITRA POUR CLEANER	A	
			6310.408	1	18.00
1374	01-18-01	191862	24X33 LINERS	A	
			6310.408	1	6.95

VOL II PG 10

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due	Stat
Vendor Total					\$65.33

(BRBR ) BROOKSHIRE BROTHERS, INC.

1235	01-01-01	975155	POLAROID FILMS	A	
			6313.56	18	18.97
Vendor Total					\$38.97

(BROK ) BROOKSHIRE BROTHERS, INC.

1345	01-01-01	994639	PAIN RELIEF	A	
			6543.56	18	12.98
1346	01-01-01	975152	DAWN DETERGENT	A	
			6313.56	18	1.49
1347	01-01-01	975152	BLACK PEPPER	A	
			6542.56	18	1.88
1348	01-01-01	975152	MORTON SALT	A	
			6542.56	18	0.43
1349	01-01-01	975152	AA BATTERIES	A	
			6500.56	18	7.29
1350	01-01-01	975160	COFFEE	A	
			6542.56	18	4.59
	01-01-01	975160	TUMS	A	
			6543.56	18	4.29
1352	01-01-01	975160	NA CAPLETS	A	
			6543.56	18	6.49
1353	01-01-01	975163	LIQUID GOLD	A	
			6313.56	18	4.29
1354	01-01-01	975163	MOTH BALLS	A	
			6313.56	18	4.78
1355	01-01-01	975163	BATTERIES	A	
			6500.56	18	11.96
1356	01-01-01	975189	NA CAPLETS	A	
			6543.56	18	6.49
1357	01-01-01	975189	PEROXIDE	A	
			6543.56	18	0.59
1358	01-01-01	975189	QUICK DECK WAX	A	
			6313.56	18	4.59
1359	01-01-01	975145	ZIPLOC STORAGE BAGS	A	
			6542.56	18	2.69
1360	01-01-01	1017253	DAWN DISWASHING LIQUID	A	
			6313.56	18	2.98
Vendor Total					\$81.24

Vol II Pg 11

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Drct	Stat
<b>(CAGR ) CAPITAL GRAPHICS, INC.</b>					
1224	01-05-01	0100009	ANNUAL HARDWARE SUPPORT	A	
			6450.403	14	3925.00
			Vendor Total		3925.00
<b>(CELL ) CELL PAGE, INC.</b>					
1363	01-13-01	10134428	PAGER RENTAL FEE	A	
			6614.409	8	89.50
			Vendor Total		89.50
<b>(CLBU ) CLASSEN-BUCK SEMINARS, INC</b>					
1368	01-02-01	3905	CIVIL PROCESS CERTIFICATE	A	
			6427.55	17	160.00
1369	01-02-01	3905	POSTAGE	A	
			6427.55	17	6.50
			Vendor Total		166.50
<b>(S ) CNA SURETY</b>					
1253	01-09-01		BOND TAMMY REEVES	A	
			6475.499	10	82.00
			Vendor Total		82.00
<b>(CONO ) CONOCO INC.</b>					
1276	01-01-01	84004378	14.31 GALLONS UNLEADED	A	
			6335.56	18	20.00
1277	01-01-01	84004378	16.92 GALLONS UNLEADED	A	
			6335.56	18	24.35
1278	01-01-01	84004378	12.95 GALLONS UNLEADED PLUS	A	
			6335.56	18	18.00
1279	01-01-01	84004378	EXEMPTED TAXES	A	
			6335.56	18	8.12
			Vendor Total		80.47
<b>(CTAC ) COUNTY TREASURERS' ASSOCIATION</b>					
1365	01-18-01		JACKS/REGISTRATION	A	
			6470.497		100.00

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due Stat	Amount
Vendor Total					\$100.00

(CTAT ) CTAT

1364	01-18-01		MEMERSHIP DUES	A	
			6470.497	1	10.00
Vendor Total					\$10.00

(DECU ) DEEP EAST TX CO COMM/CO JUDGE 409 384 3704

1234	01-01-01		2001 MEMBERSHIP DUES	A	
			6611.409	18	125.00
Vendor Total					\$125.00

(DETC ) DEEP EAST TEXAS COUNCIL OF GOV

1233	01-08-01		2001 CONTRIBUTION	A	
			6321.409	11	100.00
Vendor Total					\$100.00

(EACO ) TELETOUCH COMMUNICATIONS 800 828 2067

1320	01-01-01	501687	MAINTENANCE CONTRACT	A	
			6507.56	18	160.00
Vendor Total					\$160.00

(GALL ) GALL'S INC.

1291	01-03-01	54588127	GEAR DUTY JACKET	A	
			6540.58	16	34.99
1292	01-03-01	54588127	SHIPPING	A	
			6540.58	16	8.99
1293	01-03-01	54587280	10 COLLAR PINS	A	
			6540.58	16	18.90
1294	01-03-01	54587280	1 2 LINED BRASS KAMETAG	A	
			6540.58	16	7.90
1295	01-03-01	54587280	SHIPPING	A	
			6540.58	16	8.99
Vendor Total					\$140.86

(GTDI ) GT DISTRIBUTORS, INC. 812 451 8216

01-01-01	0027863		1 AGENT PADDLE HOLSTER	A	
			6540.58	16	44.95

Vol II Pg 13

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due Stat.	
(GTDI ) GT DISTRIBUTORS, INC. 512.451 5298 (Continued)					
1297	01-01-01	0027863	1 BLACK WIDOW HOLSTER	A	
			6540.56	18	39.95
1298	01-01-01	0027863	FREIGHT	A	
			6540.56	18	7.95
Vendor Total					592.85
(HAFU ) HALEY FURNITURE 936 475 3473					
1254	01-04-01	10001907	5150 NOKIA PHONE	A	
			6420.56	15	19.99
1255	01-04-01	10001907	STARTER PACK	A	
			6420.56	15	59.99
Vendor Total					588.99
(HEBC ) HEMPHILL BUSINESS CENTER 409.787 3584					
1251	01-12-01	1172	1 3" D RING BINDER	A	
			6310.497	7	12.99
1252	01-12-01	1172	1 4" D RING BINDER	A	
			6310.497	7	16.99
	01-18-01	1187	1 BALL POINT PEN REFILL	A	
			6310.455	1	2.75
1378	01-18-01	1187	1 UNI-GEL REFILLS	A	
			6310.455	1	1.28
Vendor Total					634.91
(JACK ) JACK LEATH					
1225	01-03-01		4 DAYS MEALS	A	
			6427.4	16	100.00
1226	01-03-01		515 MILES @ .28	A	
			6427.4	16	145.00
Vendor Total					5245.00
(KCDR ) K-C DRUGS #2					
1361	01-01-01		BEGINNING BALANCE	A	
			6543.56	18	146.40
1362	01-01-01		LESS HOSPITAL PAYMENT	A	
			6543.56	18	174.75
Vendor Total					5171.65

Vol II Pg 14

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due	Stat
<b>(LEAU ) L &amp; B AUTO REPAIR</b>					
1280	01-03-01	051820	ATR FILTER	A	
			6451.56	18	61.13
1281	01-03-01	051820	FUEL FILTER	A	
			6451.56	18	14.56
1282	01-03-01	051820	SPARK PLUGS	A	
			6451.56	18	10.56
1283	01-03-01	051820	LABOR	A	
			6451.56	18	125.00
Vendor Total:					206.25

<b>(LEGA ) LESS GAUSS INC. 800 872 195</b>					
1321	01-09-01	39410 1015	17" CLARIFIER/WRAP	A	
			6540.56	10	71.95
1322	01-09-01	39410 1015	15" LIGHT CLARIFIER	A	
			6540.56	10	45.95
Vendor Total:					117.90

<b>( ) JACK LEATH</b>					
	01-18-01		130 MILES	A	
			6441.4		26.40
Vendor Total:					26.40

<b>(NETC ) N&amp;E TX CO JUDGES &amp; COMM ASSOC 903 406 414</b>					
1379	01-15-01		2001 MEMBERSHIP DUES	A	
			6611.409	4	100.00
Vendor Total:					100.00

<b>(NSAC ) NATIONAL SHERIFF'S ASSOC.</b>					
1285	01-01-01	SH01	MEMBERSHIP DUES	A	
			6470.56	15	50.00
Vendor Total:					50.00

<b>(RELI ) RELIABLE</b>					
1241	01-11-01	TYD23900	1 DZ POST IT NOTE	A	
			6310.475	8	4.99
1242	01-11-01	TYD23900	1 HIGHMARK PAD	A	
			6310.475	8	7.99
	01-11-01	TYD23900	1 6 OUTFIT METAL STRIP	A	
			6310.475	8	14.99

**Vol II Pg 15**



Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg Account	Due Stat		
(RELI )	RELIABLE		(Continued)		
1244	01-11-01 TYD23900		MONITOR SUPERSELF	A	
		6310.475	-8		32.39
1245	01-11-01 TYD23900		DZ BLACK RSVP PENS	A	
		6310.475	9		7.08
1246	01-11-01 TYD23900		TAX	A	
		6310.475	8		5.55
1247	01-11-01 TYD23901		POLY DATA BINDERS	A	
		6310.475	8		6.78
1248	01-11-01 TYD23901		SHIPPING	A	
		6310.475	8		1.48
1249	01-11-01 TYD23901		TAX	A	
		6310.475	8		0.68
Vendor Total					\$81.73

(RITT )	RITTER LUMBER CO.				
1272	01-01-01 60018344		1X12 #2 SHELVING	A	
		6450.56	18		17.38
1273	01-01-01 60018344		LEMON OIL FUNITURNE POLISH	A	
		6450.56	18		4.69
	01-01-01 60018847		KILZ PRIMER/SEALER	A	
		6450.56	18		6.79
1275	01-01-01 60018847		1" CHIP BRUSH	A	
		6450.56	18		1.38
Vendor Total					\$33.24

(ROSU )	ROGERS OFFICE SUPPLY		4097509 /41-		
1238	01-11-01 2191		BLACK IDEAL INK	A	
		6310.457	8		2.25
1239	01-11-01 2191		IDEAL STAMPER	A	
		6310.457	8		13.50
1240	01-11-01 2191		IDEAL STAMP PAD	A	
		6310.457	8		4.50
1301	01-15-01 2213		600 RELEASE ITEMS FORMS	A	
		6310.56	4		41.00
1302	01-11-01 2179 1017		TELEPHONE PADS	A	
		6310.56	8		11.25
1303	01-11-01 2179 1017		12 RIBBONS	A	
		6310.56	8		59.88
1304	01-11-01 2179 1017		CALENDAR REFILLS	A	
		6310.56	8		10.50
1305	01-11-01 2179 1017		"PAID" DATER	A	
		6310.56	8		28.50
1306	01-11-01 2179 1017		IDEAL STAMPER	A	
		6310.56	8		14.50

Vol I I PA 16

Date	Invoice Date	PO Number	Description	Terms	Amount
(ROSU )	ROGERS OFFICE SUPPLY		.409 569 7416	Continued	
1307	01-11-01	2179 1017	COLUMNAR PAD 6310.56	A	4.75
1308	01-11-01	2179 1017	2 ROLLS HIGHLAND TAPE 6310.56	A	3.40
1309	01-11-01	2179 1017	RUBBER STAMP 6310.56	A	1.00
1310	01-11-01	2179 1017	RUBBER STAMP 6310.56	A	1.00
Vendor Total					\$225.03

(ROYW )	ROYCE WARR				
1375	01-18-01		957 MILES @ .28 6425.428	A	267.96
Vendor Total					\$267.96

(SACH )	SABINE COUNTY HOSPITAL				
1315	01-05-01	DEC. 00	1506 MEALS @ .30 6542.56	A	4518.00
Vendor Total					\$4518.00

(SAIN )	SABINE INTERNET		.409 787 3833		
1250	01-01-01	1023	INTERNET SERVICE 6421.475	A	191.40
Vendor Total					\$191.40

(SCHD )	SABINE COUNTY HOSPITAL DIST.				
1314	01-04-01	0288	DRUG SCREEN, WILLIAMS 6543.56	A	51.25
Vendor Total					\$51.25

(SCSD )	SABINE COUNTY SHERIFF'S DEPT.		.409 787 2266		
1340	01-10-01		POSTAGE 6315.56	A	40.79
1341	01-10-01		MEALS 6425.56	A	10.42
1342	01-10-01		GAS 6335.56	A	10.00
	01-10-01		OFFICE SUPPLIES 6310.56	A	68.06

Vol II Pg 17

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due	Stat

(SCSD ) SABINE COUNTY SHERIFF'S DEPT. 409 787 2266 Continued

1344	01-10-01		CLEANING SUPPLIES	A	
			6310.56	9	7.21
Vendor Total					\$156.48

(SMAU ) SMITH'S AUTO SUPPLY

1286	01-01-01	DEC. 00	BENDIX PADS	A	
			6451.56	18	15.62
1287	01-01-01	DEC. 00	OIL FILTER	A	
			6451.56	18	9.50
1288	01-01-01	DEC. 00	5 QTS. OIL	A	
			6335.56	18	13.50
1289	01-01-01	DEC. 00	LABOR	A	
			6451.56	18	41.00
1290	01-01-01	DEC. 00	TURNED 2 ROTORS	A	
			6451.56	18	14.00
Vendor Total					\$181.62

( ) SPEEDY LUBE, TIRE & MUFFLER 409 787 2382

1300	01-16-01	29142	OIL & LUBE	A	
			6335.56	3	25.95
1300	01-02-01	28670	OIL & LUBE	A	
			6335.56	17	25.95
Vendor Total					\$51.90

(STEM ) STEVE MILLER

1237	01-17-01		294 MILES	A	
			6441.457	1	82.32
Vendor Total					\$82.32

(STSE ) STEVE SEALE, ATTORNEY 409 384 8611

1236	01-01-01	5528	ARNEY, GAYNELL	A	
			6531.435	18	150.00
Vendor Total					\$250.00

(SYSC ) SYSCO FOOD SERVICE - HOUSTON 711 472 9089

1256	01-12-01	10112302	8 OZ FOAM CUPS	A	
			6542.56	7	16.89
	01-12-01	10112302	TOILET TISSUE	A	
			6113.56	7	15.53

Vol II Pg 18

Date	Invoice Date Pd	PO Number	Description	Terms	Amount
(SYSC )		SYSCO FOOD SERVICE - HOUSTON	713 672 8080	Continued	
1258	01-12-01	10112302	CLOROX BLEACH 6313.56	A	14.01
1259	01-12-01	10112302	TOILET BOWL CLEANER 6313.56	A	26.70
1260	01-12-01	10112301	BROOM 6313.56	A	7.49
1261	01-12-01	10112301	CLEANUP BRUSH 6313.56	A	17.66
1262	01-12-01	10112301	PLASTIC DUST PAN 6313.56	A	4.25
1263	01-12-01	10112301	COFFEE 6542.56	A	35.73
1264	01-12-01	10112301	KITCHEN ROLL TOWEL 6313.56	A	23.39
1265	01-12-01	10112301	COFFEE 6542.56	A	45.73
1266	01-12-01	10112302	LATEX DISPOSABLE GLOVES 6313.56	A	25.12
1267	01-12-01	10112302	DETERGENT 6313.56	A	19.29
1268	01-12-01	10112302	LISINFECTANT 6313.56	A	17.42
Vendor Total					3392.15

(TDHB )		TX DEPT. OF HEALTH BUREAU			
1227	01-05-01	B001232	BIRTH CERTIFICATE ACCESS 6310.409	A	51.94
Vendor Total					51.94

(TRJA )		TRICIA JACKS			
1366	01-16-01		6 DZ COOKIES 6614.409	A	18.00
1367	01-16-01		2 DZ COOKIES 6614.409	A	7.00
Vendor Total					25.00

(TSDP )		TEXAS STATE DIRECTORY PRESS	800 388 8075		
1228	01-04-01	24021-01	2001 EDITION/TX STATE DIRECT 6310.409	A	27.95
1229	01-04-01	24021-01	POSTAGE 6310.409	A	4.50

Vol II Pg 19

Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due Stat	
Vendor Total:					532.45
 (XBOC ) XEROX CORPORATION - CHICAGO					
1230	01-02-01	58907401	PERIOD PAYMENT	A	
			6500.409	17	95.70
1231	01-02-01	58907388	PERIOD PAYMENT	A	
			6500.409	17	95.70
1232	01-06-01	17503371 1007	2 COPY CARTRIDGES	A	
			6500.409	13	704.00
Vendor Total:					895.40
Total Debits:					19570.18
Total Credits:					102.82
Total Of Ledger:					519467.36

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

**Jack Leath  
County Judge**

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

**Janice McDaniel  
County Clerk**

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark

**Keith Clark  
Commissioner Pct. 1**

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

**Lynn Smith  
Commissioner Pct. 2**

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

**Doyle Dickerson  
Commissioner Pct. 3**

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Gene Nethery  
Commissioner Pct. 4**

**Approved for payment by Sabine County Commissioner's Court  
January 22, 2001.**

vol II pg 21

Date	Invoice	PO Number	Description	Terms
Date	Pd	Check No	Reg Account	Due Stat

(ANGL ) ANGLER'S PRINTING

500	01-08-01		BUSINESS CARDS	A
			6650.603	11
				24.50
			Vendor Total	\$24.50

(BIG4 ) BIG "4", INC.

513	01-05-01	00319887 1009	192 YARDS ROAD BASE	A
			6377.603	14
				1152.00
			Vendor Total	\$1152.00

(CANN ) CANNON'S L.P. GAS CO.

514	01-17-01	40008	BOTTLE FILLUP	A
			6440.603	2
				45.00
515	01-17-01	40008	1/4 CYLINDER VALVE	A
			6440.603	2
				29.51
			Vendor Total	\$74.51

(DI ) DOYLE DICKERSON

504	01-03-01	993	4 DAYS MEALS	A
			6655.603	16
				100.00
505	01-03-01	993	518 MILES @ 28	A
			6655.603	16
				145.00
			Vendor Total	\$245.00

(EDSD ) EDSON SIGNS AND DESIGNS

501	01-04-01	1400	1 18X24 LUMPH SIGN	A
			6657.603	15
				11.00
502	01-04-01	1400	SHIPPING	A
			6657.603	15
				5.85
			Vendor Total	\$16.85

(GENE ) GENE NETHERY

507	01-03-01		4 DAYS MEALS	A
			6655.604	16
				100.00
508	01-03-01		518 MILES @ 28	A
			6655.604	16
				145.00

Vol II Pg 22

Date	Invoice Date	PO Number	Description	Terms	Amount
	Date Pd	Check No	Reg Account	Use Stat.	
Vendor Total:					\$245.00
 (GBOB ) GEO. P. BANE, INC. .800 594 2200					
492	01-12-01	01032550	LIGHT ASSEMBLY	A	
			6356.602	7	53.26
493	01-12-01	01032550	AMBER LENS	A	
			6356.602	7	11.96
494	01-12-01	01032550	LAMP 24V	A	
			6356.602	7	17.24
495	01-12-01	01032550	FREIGHT IN	A	
			6356.602	7	5.95
496	01-12-01	01032550	FREIGHT OUT	A	
			6356.602	7	3.29
Vendor Total:					\$91.70
 (GWMS ) G-M WATER SUPPLY CORP.					
497	01-01-01	1262	WATER BILL	A	
			6440.602	18	20.10
Vendor Total:					\$20.10
 (JTGR ) J.T. GREENE TRUCK & EQUIPMENT					
490	01-11-01	1304	REPAIR AC BRACKET	A	
			6345.601	8	40.00
Vendor Total:					\$40.00
 (KECL ) KEITH CLARK					
488	01-01-01		4 DAYS MEALS	A	
			6655.601	18	168.00
489	01-01-01		518 MILES @ .28	A	
			6655.601	18	145.00
Vendor Total:					\$313.00
 (NECH ) NECHES COMMUNICATION, INC. .409 755 7714					
491	01-11-01	140940 1014	TWO WAY RADIO & ACCESSORIES	A	
			6652.601	8	163.00
498	01-11-01	140940	TWO WAY RADIO & ACCESSORIES	A	
			6652.602	8	163.00
499	01-11-01	140940	TWO WAY RADIO & ACCESSORIES	A	
			6652.603	8	163.00
	01-11-01	140940	TWO WAY RADIO & ACCESSORIES	A	
			6652.604	8	163.00

Vol II Pg 23



Date	Invoice	PO Number	Description	Terms	Amount
Date Pd	Check No	Reg	Account	Due Stat	
Vendor Total					3652.00
(NECO )	NECHES COMMUNICATIONS, INC.		409 755 7414		
509	01-11-01	221278	REPEATER REPAIR	A	
			6652.601	F	81.24
510	01-11-01	221278	REPEATER REPAIR	A	
			6652.602	F	81.24
511	01-11-01	221278	REPEATER REPAIR	A	
			6652.603	F	81.25
512	01-11-01	221278	REPEATER REPAIR	A	
			6652.604	F	81.24
Vendor Total					324.97
(WAAS )	WESTERN AUTO ASSOCIATE STORE		409 584 1926		
503	01-01-01	9636	BRASS GAS FITTING	A	
			6355.603	F	1.40
Vendor Total					31.40
Total Debits					3144.10
Total Credits					0.00
Total Of Ledger					3144.10

Vol II Pg 24

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

**Jack Leath**  
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

**Janice McDaniel**  
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith Clark

**Keith Clark**  
Commissioner Pct. 1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

**Lynn Smith**  
Commissioner Pct. 2

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

**Doyle Dickerson**  
Commissioner Pct. 3

SIGN HERE FOR PAYMENT APPROVAL

Gene Nethery

**Gene Nethery**  
Commissioner Pct. 4

Approved for payment by Sabine County Commissioner's Court  
January 22, 2001.

Vol II Pg 25

**RESOLUTION OF THE SABINE COUNTY COMMISSIONERS COURT**

DATE AND TIME: January 22, 2001 8:30 am

**MEMBERS OF THE COURT PRESENT:**

Jack Leath	County Judge
Keith Clark	Commissioner Precinct #1
Lynn Smith	Commissioner Precinct #2
Doyle Dickerson	Commissioner Precinct #3
Gene Nethery	Commissioner Precinct #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order at 8:30 a.m.

A discussion was entered into concerning the perceived problems and issues concerning the public transportation system with the Brazos Transportation District and Sabine County. Lyle Nelson, Assistant General Manager of the Brazos Transit District was present.

Based upon the discussion and issues presented, the court finds that it would be in the best interest of Sabine County, Texas to terminate and withdraw from the interlocal agreement dated November 27, 2000 and the agreement dated November 27, 2000 with the Brazos Transportation District. Accordingly, by unanimous vote of the Sabine County Commissioners Court, it is

**ORDERED AND DECREED**, that Sabine County hereby terminates and withdraws from the interlocal agreement dated November 27, 2000 and the public transportation system and Brazos Transportation District agreement dated November 27, 2000.

Meeting Adjourned.

Dated this the 22nd day of January, 2001.

  
\_\_\_\_\_  
Jack Leath, County Judge

  
\_\_\_\_\_  
Keith Clark, Commissioner Prec. #1

  
\_\_\_\_\_  
Lynn Smith, Commissioner Prec. #2

  
\_\_\_\_\_  
Doyle Dickerson, Commissioner  
Prec. #3

  
\_\_\_\_\_  
Gene Nethery, Commissioner Prec. #4

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

Vol II Pg 26

11/19/01  
file

---

  
**MEMORIAL HEALTH SYSTEM**  
— o f E a s t T e x a s —

---

January 16, 2001

Jack Leath  
County Judge  
P. O. Box 720  
Hemphill, Texas 75948


Dear Judge Leath:

Per our recent communication, please consider this letter as official notice that Memorial Health System of East Texas will cease operations of Ambulances in Sabine County within ninety (90) days effective on March 31, 2001.

As you requested I am enclosing a copy of the list of members in the Subscription Membership Program.

If you have any questions please do not hesitate to contact me at 936-639-7160.

Sincerely yours,

  
Gary Lex Whatley  
President and Chief  
Executive Officer

GLW: pdm

Enclosure

Cc: Jerry Adair  
Lindsey Bradley  
Bill Bellenfante  
Judy Tucker  
Donnie Martin

Vol II Pg 27

January 10, 2001

Honorable Jack H. Leath  
County of Sabine  
P.O. Box 720  
Hemphill, TX 75948

Please accept this letter as my formal notice of resignation from my position as 911 Coordinator of Sabine County, effective January 31, 2001. I want to express my gratitude for a rewarding professional association during my employment with the County. The associations I've made during my employment here will truly be memorable for years to come.

This decision was not an easy one and involved many hours of thoughtful prayer, particularly with respect to the plans for the future of my family. I am confident, however, that this new position represents a positive move for my family and toward fulfilling my career goals.

My main thoughts now are to work as hard as possible to wrap up my projects here and turn over my responsibilities as smoothly as possible. I hope a three-week notice is sufficient for you to find a replacement for me. If I can help to train my replacement, tie up any loose ends, or anything else to assure the completion of the addressing project please let me know.

Thank you very much for the opportunity to work here.

Sincerely,

David Runnels  
911 Coordinator

Vol II Pg 28

**SABINE COUNTY  
TOURIST COMMISSION**

January 22, 2001

Sabine County Commissioner's Court  
Sabine County Courthouse  
Hemphill, Texas 75948

Attn: Jack H. Leath, County Judge

The General Operating Procedures adopted by the Sabine County Tourist Commission requires proposals submitted to the Commission for funding consideration to be presented to the Commissioner's Court after being acted on by the Commission. Such presentation is to include an indication of the action taken by the Commission.

This will serve as presentation of the below listed proposal which was considered by the Tourist Commission in a meeting on January 18, 2001.

1. The Convention and Visitors Bureau budget for the year 2001 was presented for discussion. The CVB, established pursuant to an agreement between the County and the Chamber of Commerce, is funded by the County Hotel Occupancy Tax revenue and exists solely to promote tourism and convention activity in Sabine County. The attached budget reflects expenditures which are "allowable" expenses under the County Hotel Occupancy Tax Ordinance and are indicative of the projects to be undertaken by the CVB during this budget year.

The Tourist Commission continues to encourage the activities of the CVB in all areas of tourist promotion. We, in turn, are encouraged to see the CVB pursuing projects which encompass a wide diversity of tourism needs in the county.

NOTE: There is a \$1,000.00 amount in the OFFICE COST category which has been approved for a specific purchase (digital camera) in the Year 2000 Budget but was not expended due to a manufacturers supply problem. The CVB intends to use this amount to complete the purchase when order is fulfilled.

Vol II Pg 29

**The Tourist Commission recommends funding the Convention & Visitors Bureau budget for the year 2001 in the amount \$65,100.00.**

A copy of the Year 2001 Budget is attached for your review

There were no other proposals to come before the Commission at this time.

Respectfully submitted by:



Robert H. Russell, Chairman  
Sabine County Tourist Commission

Enclosure

Vol II Pg 30

SABINE COUNTY CHAMBER OF COMMERCE  
CONVENTION AND VISITORS BUREAU  
2001 Budget

**I. ADVERTISING**

A. Direct Advertising		
1. Bassmaster	1,000.00	
2. Internet Services	600.00	
3. Texas Monthly Magazine	2,000.00	
4. Shopping Guide	4,000.00	
5. Marinas and Lodging Guide	2,100.00	
6. Birding Brochure	200.00	
7. Birding Symposium	<u>500.00</u>	
<b>Total Direct Advertising</b>		<b>10,000.00</b>

B. Printing		
1. Letterhead	600.00	

**Total Printing** 600.00

**TOTAL ADVERTISING COSTS** **10,600.00**

**II. TRADE SHOW EXPENSE**

A. Booth Space		
1. 2002 Mid South Sport/Show	\$ 400.00	
2. 2002 St. Louis, Missouri	800.00	
3. 2002 Tulsa, Oklahoma	500.00	
4. 2001 Holder Fishing Show, Houston	600.00	
5. 2001 Texas Expo (TPWD)	350.00	
6. Other	<u>500.00</u>	

**Total Trade Show Expense** **\$3,150.00**

**III. TRAVEL REIMBURSEMENT**

A. Transportation, Food, Lodging	3,500.00	
B. County Travel	<u>2,400.00</u>	

**Total Travel Reimbursement** 5,900.00

**TOTAL TRADE SHOW & TRAVEL** **9,050.00**

Vol II Pg 31



**IV. OFFICE COSTS**

A. Equipment Use and Maintenance	\$ 1,500.00
B. Utilities	4,000.00
C. Building Content Insurance	600.00
D. Other	<u>1,000.00</u>

**Total Office Costs** **\$ 7,100.00**

**V. WAGES & COMPENSATION**

A. Staff Compensation	\$27,000.00
B. Payroll Taxes	5,350.00
C. Staff Health Insurance	4,500.00
D. Workmans Compensation	500.00
E. Professional Development	<u>1,000.00</u>

**Total Wages & Compensation** **38,350.00**

**TOTAL WAGES, COMPENSATION AND OFFICE EXPENSES** **45,450.00**

**TOTAL 2001 BUDGET** **\$ 65,100.00**

TREASURER'S QUARTERLY REPORT  
OCTOBER, NOVEMBER AND DECEMBER, 2000

FUND	BALANCE 09/30/00	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/00
GENERAL	605,598.70	867,876.22	477,736.74	995,738.18
CJP	27.00	100.00	41.50	85.50
LEOCE	8.10	23.00	12.20	18.90
LEOA	3.60	28.00	7.30	24.30
LEMI	2.25	10.00	3.70	8.55
CVC	3,138.71	5,217.36	5,032.77	3,323.30
GR	11.25	50.00	18.50	42.75
ARREST FEES	1,686.30	1,612.05	2,178.71	1,119.64
JCPT	329.68	566.64	537.43	358.89
OCL	0.00	75.00	7.50	67.50
CR	9.00	95.00	23.00	81.00
BAT	0.00	0.00	0.00	0.00
CCC	3,519.91	5,630.81	5,544.35	3,606.37
FA	849.70	1,375.50	1,356.19	869.01
JCD	43.34	69.24	68.92	43.66
CLSI	281.75	680.00	644.45	317.30
TIME PAYMENT	0.00	579.94	579.94	0.00
COURTHOUSE SECURITY	9,712.47	2,040.32	0.00	11,752.79
RECORD MANAGEMENT	19,452.00	1,235.00	4,950.00	15,737.00
RECORD RETENTION	21,178.08	4,055.37	8,962.47	16,270.98
DEBT SERVICE	717.51	6.71	724.22	0.00
HOTEL/MOTEL TAX	227,663.45	18,130.12	24,215.23	221,578.34
EDAP GRANT	329.36	1.55	330.91	0.00
WATER SYSTEM GRANT	0.00	26,628.47	26,600.00	28.47
ROAD & BRIDGE #1	275,916.39	26,064.19	36,174.99	265,805.59
ROAD & BRIDGE #2	337,314.97	30,762.76	59,159.97	308,917.76
ROAD & BRIDGE #3	231,462.65	25,803.82	42,482.53	214,783.94
ROAD & BRIDGE #4	309,088.91	30,216.44	59,936.39	279,368.96
ROAD & BRIDGE SPECIAL #1	2,901.60	0.00	354.11	2,547.49
ROAD & BRIDGE SPECIAL #2	1,014.10	600.00	1,019.70	594.40

STATE OF TEXAS

COUNTY OF SABINE

I, TRICIA JACKS, COUNTY TREASURER OF SAID COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE  
QUARTERLY REPORT IS TRUE AND CORRECT.

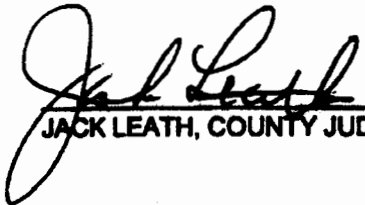
*Tricia Jacks*  
\_\_\_\_\_  
TRICIA JACKS  
SABINE COUNTY TREASURER

Vol II Pg 33

AFFIDAVIT

WE, THE COUNTY JUDGE AND COUNTY COMMISSIONERS OF SABINE COUNTY, TEXAS, DO HEREBY CERTIFY THAT ART. 1636 HAS BEEN IN ALL THINGS COMPLIED WITHIN THE JANUARY TERM, 2001 COMMISSIONERS COURT AND THAT WE HAVE COUNTED THE MONEY HELD BY THE COUNTY TREASURER AS REPORTED TO US BY SAID TREASURERS' QUARTERLY REPORT AND THAT WE FIND THE FOLLOWING ACCOUNTS IN EACH FUND TO-WIT:

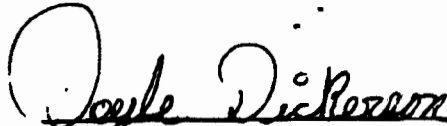
GENERAL	995,738.18
CJP	85.50
LEOCE	18.90
LEOA	24.30
LEMI	8.55
CVC	3,323.30
GR	42.75
ARREST FEES	1,119.64
JCPT	358.89
OCL	67.50
CR	81.00
BAT	0.00
CCC	3,606.37
FA	869.01
JCD	43.66
CLSI	317.30
TIME PAYMENT	0.00
COURTHOUSE SECURITY	11,752.79
RECORD MANAGEMENT	15,737.00
RECORD RETENTION	16,270.98
DEBT SERVICE	0.00
HOTEL/MOTEL TAX	221,578.34
EDAP GRANT	0.00
WATER SYSTEM IMPROVEMENTS GRANT	28.47
ROAD & BRIDGE #1	265,805.59
ROAD & BRIDGE #2	308,917.76
ROAD & BRIDGE #3	214,783.94
ROAD & BRIDGE #4	279,368.96
ROAD & BRIDGE SPECIAL #1	2,547.49
ROAD & BRIDGE SPECIAL #2	594.40

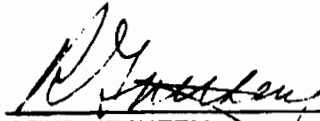
  
 JACK LEATH, COUNTY JUDGE

  
 JANICE MCDANIEL, COUNTY CLERK

  
 KEITH C. CLARK  
 COMMISSIONER, PRECINCT #1

  
 LYNN SMITH  
 COMMISSIONER, PRECINCT #2

  
 DOYLE DICKERSON  
 COMMISSIONER, PRECINCT #3

  
 GENE NETHERY  
 COMMISSIONER, PRECINCT #4

Vol II Pg 34

FEEES COLLECTED IN DECEMBER, 2000

JEFF COX, JUSTICE OF THE PEACE, PRECINCT #1, PLACE #1	5,787.91
STEVE MILLER, JUSTICE OF THE PEACE PRECINCT #2, PLACE #1	2,326.65
TANYA WALKER, DISTRICT CLERK	3,628.50
JANICE MCDANIEL, COUNTY CLERK	7,608.24

Vol II Pg 35

**FINANCIAL REPORT**  
January 19, 2001

FUND	BALANCE 12/21/00	RECEIPTS	DISBURSEMENTS	BALANCE 1/19/01
GENERAL	1,043,801.80	155,080.84	131,450.30	1,067,432.34
CRIMINAL JUSTICE PLANNING	86.00	0.00	0.50	85.50
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	26.80	0.00	2.50	24.30
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	19.00	0.00	0.10	18.90
LAW ENFORCEMENT MANAGEMENT INSTITUTE	8.60	0.00	0.05	8.55
COMPENSATION TO VICTIMS OF CRIME	3,525.02	1,263.90	201.72	4,587.20
GENERAL REVENUE	43.00	0.00	0.25	42.75
ARREST FEES	1,119.64	337.67	0.00	1,457.31
JUDICIAL AND COURT PERSONNEL TRAINING	382.99	139.25	24.10	498.14
OPERATOR'S AND CHAUFFEUR'S LICENSE	67.50	0.00	0.00	67.50
COMPREHENSIVE REHABILITATION	81.50	0.00	0.50	81.00
BREATH ALCOHOL TESTING	0.00	0.00	0.00	0.00
RECORD MANAGEMENT FEE	15,737.00	245.00	0.00	15,982.00
COURTHOUSE SECURITY	11,752.79	506.94	0.00	12,259.73
CONSOLIDATED COURT COST	3,859.88	1,534.38	253.51	5,140.75
FUGITIVE APPREHENSION	930.25	348.23	61.24	1,217.24
JUVENILE CRIME AND DELINQUENCY	46.73	17.43	3.07	61.09
CIVIL LEGAL SERVICES INDIGENT	322.80	145.00	460.55	7.25
TIME PAYMENT	146.15	57.50	146.15	57.50
BALANCE AS OF 01/19/01				1,109,029.05

Vol II Pg 36

**FINANCIAL REPORT**  
January 19, 2001

<b>FUND</b>	<b>BALANCE 12/21/00</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>BALANCE 1/19/01</b>
ROAD & BRIDGE #1	268,054.22	8,826.66	11,527.52	265,353.36
ROAD & BRIDGE #2	311,251.28	8,826.66	14,081.05	305,996.89
ROAD & BRIDGE #3	217,293.20	8,826.66	14,544.09	211,575.77
ROAD & BRIDGE #4	280,392.62	10,649.35	16,908.31	274,133.66
ROAD & BRIDGE SPECIAL #1	2,547.49	0.00	4.00	2,543.49
ROAD & BRIDGE SPECIAL #2	594.40	0.00	0.00	594.40
<b>BALANCE AS OF 01/19/01</b>				<b>1,060,197.57</b>

Vol II Pg 37

**FINANCIAL REPORT**  
January 19, 2001

FUND	BALANCE 12/21/00	RECEIPTS	DISBURSEMENTS	BALANCE 1/19/01
DEBT SERVICE	724.22	0.00	724.22	0.00
RECORD RETENTIONS	16,798.87	1,227.89	625.78	17,400.98
HOTEL/MOTEL TAX	226,653.35	3,153.57	44,834.20	184,972.72
SABINE COUNTY WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00	0.00

Vol II Pg 38

**SABINE COUNTY COMMISSIONERS' COURT  
PUBLIC PARTICIPATION FORM**

**INSTRUCTIONS:** FILL OUT ALL APPROPRIATE BLANKS. PLEASE PRINT OR WRITE LEGIBLY.

NAME: Rhodes W. [unclear]

HOME ADDRESS: 11 [unclear]  
11 [unclear]

HOME PHONE: 577 [unclear] WORK PHONE: N/A

PLACE OF EMPLOYMENT: [unclear]

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.

Hemphill Garden Club, Hemphill Park  
125 Box 1586 Hemphill

WHICH AGENDA ITEM (OR ITEMS) DO YOU WISH TO ADDRESS? Mayfest [unclear]

IN GENERAL, ARE YOU FOR OR AGAINST SUCH AGENDA ITEM (OR ITEMS)? \_\_\_\_\_

SIGNATURE: [Signature]

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.

Vol II Pg 39



**SABINE COUNTY COMMISSIONERS' COURT**  
**PUBLIC PARTICIPATION FORM**

**INSTRUCTIONS:** FILL OUT ALL APPROPRIATE BLANKS. PLEASE PRINT OR WRITE LEGIBLY.

NAME:   Zuda Tinsley  

HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HOME PHONE:   409-787-4081        WORK PHONE: \_\_\_\_\_

PLACE OF EMPLOYMENT: \_\_\_\_\_

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.

\_\_\_\_\_

WHICH AGENDA ITEM (OR ITEMS) DO YOU WISH TO ADDRESS?   #9  

\_\_\_\_\_

IN GENERAL, ARE YOU FOR OR AGAINST SUCH AGENDA ITEM (OR ITEMS)? \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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.

Vol II pg 40

\_\_\_\_\_



**County of Sabine**

P.O. Box 720  
Hemphill, Texas 75848

Jack H. Leath, County Judge

**Commissioners**

Keith Clark	Precinct #
Lynn Smith	Precinct #
Doyle Dickerson	Precinct #
Gene Nethery	Precinct #

**SABINE COUNTY COMMISSIONERS' COURT**

**Public Participation Form**

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

NAME: Albert Kerner

HOME ADDRESS: P.O. Box 748  
Liveland TX

HOME TELEPHONE: 584 2671

PLACE OF EMPLOYMENT: \_\_\_\_\_

EMPLOYMENT TELEPHONE: \_\_\_\_\_

Do you represent any particular group or organization? \_\_\_\_\_

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

1-22-01

P.C. T-3 County Line Road

Which agenda item (or items) do you wish to address? \_\_\_\_\_

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

Signature: Albert Kerner

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.

PHONE (409) 787-3543

FAX (409) 787-2044

Vol II No 41

## **PUBLIC BID NOTICE**

**The Commissioners' Court of Sabine County is accepting bids on the following used surplus vehicle:**

**One (1) 1985 GMC 54 Passenger Bus  
VIN. # 7477158575**

**Contact the County Judge's office at 409-787-3543 for information on the bus.  
Bids may be mailed to: Sabine County Clerk, P. O. Drawer 580, Hemphill, Tx. 75948. All  
bids are due on later than Monday, February 12, 2001 at 8:30 a.m. Bids will be opened  
during the regular session of Court on above stated date.**

**Sabine County reserves the right to reject any or all bids.**

**Vol II Pg 42**

**RESOLUTION OF THE SABINE COUNTY COMMISSIONERS COURT**

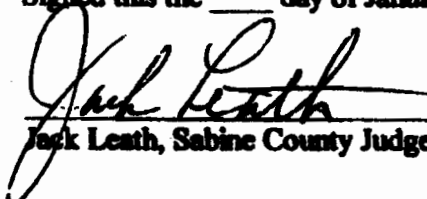
Whereas, on October 23, 2000 the Commissioners Court met in regular session and all the following members were present:

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

This Court considered item #10 concerning the Parkways in Beechwood II and finds as follows: that proper and sufficient legal notice was given; that a public notice was posted at Beechwood II giving notice of the date and time of the Commissioners Court meeting regarding ownership of Parkways in Beechwood II; that no public participation forms were filed regarding this matter and all parties present were afforded the opportunity to state their opinions and concerns regarding ownership of the parkways in Beechwood II and the boat ramp in the Beechwood II area; that Ed Haight and others representing the Beechwood II Property Owners Association, requested Sabine County to relinquish any interest it may have in the boat ramp located in Beechwood II to the Beechwood II Property Owners Association; that Ben Powell, President of the Beechwood Water Supply Corporation, requested that Beechwood Water Supply Corporation and its successors or assigns be allowed access across the boat ramp area to be relinquished; that Mark Birdwell, a Texas licensed surveyor, was employed to survey the boat ramp and Beechwood Water Supply Corporation area, the original of the survey plat and legal description to the 0.3678 acre tract is attached hereto as Exhibit "A" and incorporated by reference herein; that the 0.3678 acre tract is a description of the real property to be relinquished by the county to the Beechwood II Property Owners Association; that Commissioner Smith, in accordance with the findings set forth herein, moved for the County to relinquish its rights in the 0.3678 acre tract, where the boat ramp is located, to the Beechwood II Property Owners Association premised on the representation by the Beechwood II Property Owners Association and Beechwood Water Supply Corporation agreement not to erect or maintain a fence along the property line and to allow the Beechwood Water Supply Corporation its successor and assigns to have access to the water supply facility across the boat ramp access on both the lower and upper end; that the measure was not opposed and the motion carried unanimously. Accordingly it is,

ORDERED AND DECREED, that Sabine County, in accordance with the findings set forth herein, hereby relinquishes any and all interest it has, if any, in the above described 0.3678 acre tract of property to the Beechwood II Property Owners Association.

Signed this the \_\_\_ day of January, 2001.

  
Jack Leath, Sabine County Judge

  
Keith Clark, Commissioner Pct. #1

Vol II Pg 43

Lynn Smith  
Lynn Smith, Commissioner Pct. #2

Doyle Dickerson  
Doyle Dickerson, Commissioner Pct. #3

Gene Nottel  
Gene Nottel, Commissioner Pct. #4

Attest: Janice McDaniel  
Janice McDaniel, County Clerk

Agreed and Approved:

Ed Haight  
Ed Haight, President of the Beechwood II  
Property Owners Association

Jim Brass  
Jim Brass, President of Sabine Investment Inc.

Ben Powell  
Ben Powell, President of the Beechwood  
Water Supply Corporation

**Mark Birdwell Surveying**

PO Box 1142  
Hwy 87 & Market  
Hemphill, TX 75948  
Phone (409) 787-2722  
Fax (409) 787-9986

Aurelia Russell Survey  
A-51

State of Texas  
County of Sabine

Legal Description  
to a  
0.3678 Acre Tract

Being a legal description to a 0.3678 acres of land in the Aurelia Russell Survey A-51 being the north portion of a parkway between Lot #58 & Lot #143 also know as the boat ramp lot of Beechwood Subdivision Section #2 recorded in Volume 1 Page 144 of the Plat Records of said County and is further described by metes and bounds as follows to-wit:

**BEGINNING:** At a 1/2" iron rod found for the north corner of this tract and the east corner of said Lot #58 and take line point #1690 of Toledo Bend Reservoir from which a 1/2" iron rod was found for the north corner of Lot #58 and take line point and #1691 brs. N 29° 55' 56" W 133.36' (source of bearing).

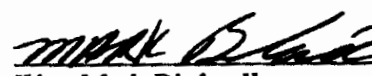
**THENCE:** S 42° 30' 23" E 120.80' to a 1/2" iron rod set with cap for the east corner of this tract and the north corner of a tract of land containing 0.3606 acres of land surveyed this day and for the take line point #1689 of said Reservoir.

**THENCE:** S 42° 59' 24" W 144.26' to a 1/2" iron rod set with cap for the south corner of this tract and the west corner of said 0.3606 acre tract and in the east right of way line of Lakeshore Drive.

**THENCE:** N 42° 29' 59" W 102.00' to a 1/2" iron rod found for the west corner of this tract and the south corner of said Lot #58 and in said right of way line.

**THENCE:** N 35° 39' 40" E 146.93' to the point of beginning containing 0.3678 acres of land.

Surveyed by:

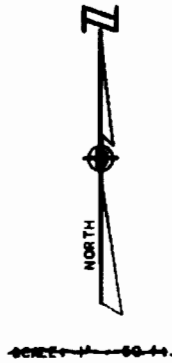
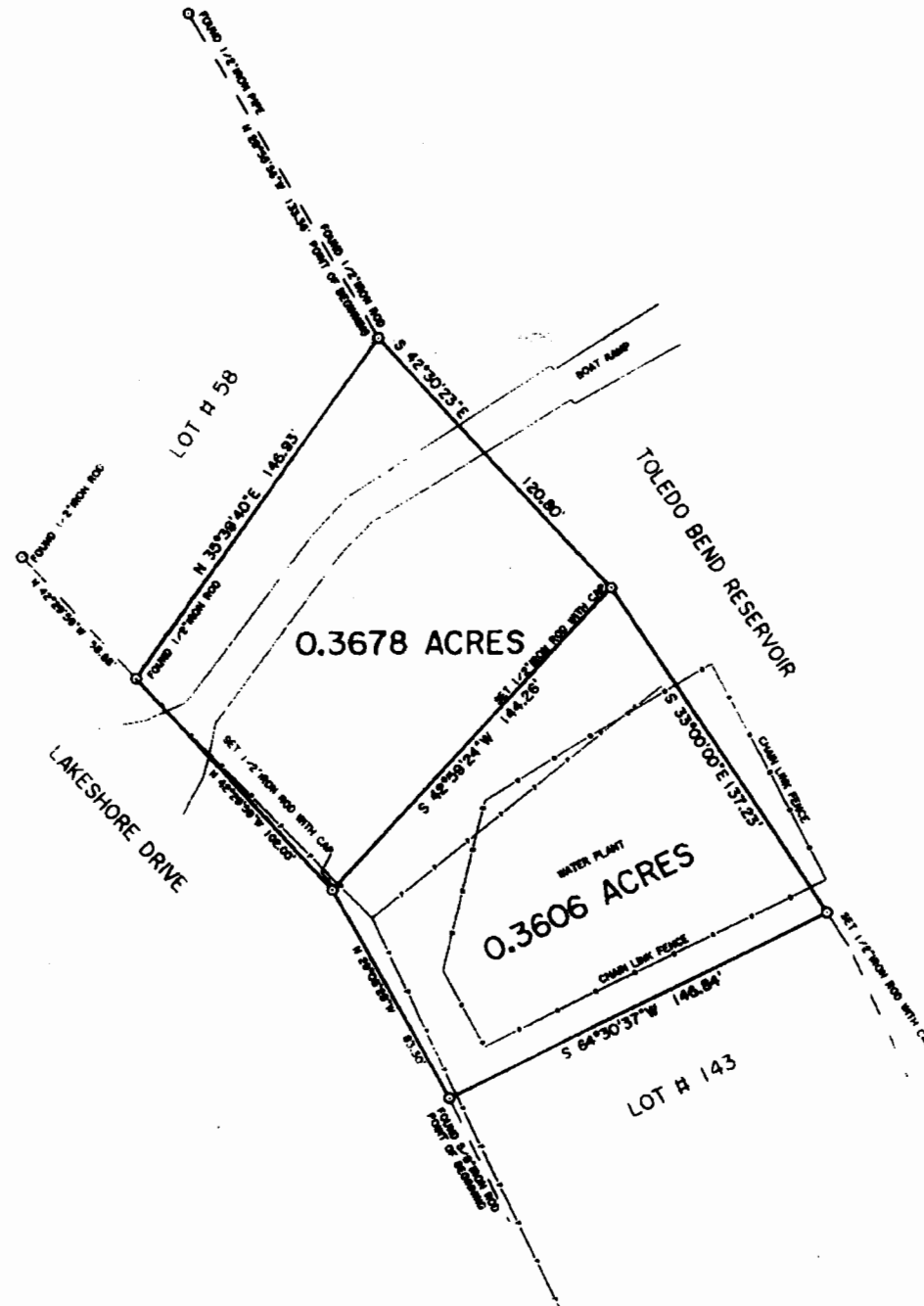
  
Wm. Mark Birdwell  
R.P.L.S. #5148  
December 7, 2000  
Job #SBS030PW



Reference is made to survey plat of even date. If this document is not signed and sealed in red, it is deemed void by the above signed.

Vol II Pg 45

**SURVEY PLAT**  
 TO A  
**0.3678 ACRE TRACT**  
 AND A  
**0.3606 ACRE TRACT**  
 SHOWN AS THE PARKWAY BETWEEN LOTS # 58 & # 143  
 IN THE  
**BEECHWOOD SUBDIVISION SECT.# 2**  
 RECORDED IN Vol.1 Pg.144 PLAT RECORDS  
 IN THE  
**AURELIA RUSSELL SURVEY A-51**  
**SABINE COUNTY, TEXAS**



*Vol II plat*

**MARK BIRDWELL SURVEYING**

Wm. MARK BIRDWELL R.P.L.S.# 5148  
 CORNER 87 AND MARKET ST.  
 P.O. BOX 1142  
 HEMPHILL TEXAS 75948  
 PHONE (409) 787-2722  
 HOME (409) 275-0156

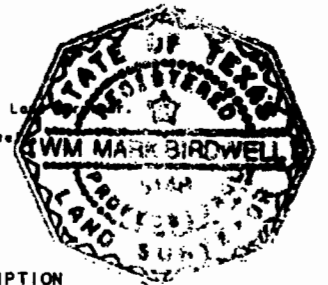
JOB NO. SBS030PW  
 DRAWING NO. SBS030PW  
 FIELD BOOK BW-1 Pg.# 1

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 survey plat truly and accurately depicts a survey made on the ground this day under my direct supervision.

*Mark Birdwell*

Wm. MARK BIRDWELL  
 R.P.L.S.# 5148  
 12/7/2000  
 REFERENCE IS MADE TO LEGAL DESCRIPTION  
 OF EVEN DATE





**County of Sabine**

P.O. Box 720

**SABINE COUNTY, TEXAS  
MODEL SUBDIVISION RULES**

**DIVISION I. GENERAL AND ADMINISTRATIVE PROVISIONS**

Jack H. Leath, County Judge

**Commissioners**

Keith Clark	Precinct #
Lynn Smith	Precinct #
Doyle Dickerson	Precinct #
Gene Nethery	Precinct #

**Section 1.1. Authority and Scope of Rules.** These rules are adopted by Sabine County, Texas, under the authority of the Local Government Code, Chapter 232 and Water Code, ~16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

**Section 1.2. Purpose.** It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum state standards for water and wastewater facilities to these subdivisions.

**Section 1.3. Effective Date.** These rules become effective on the 11<sup>th</sup> day of December 2000.

**Section 1.4. Repealer.** Provisions of Order(s) Number \_\_\_\_, adopted on the 14<sup>th</sup> day of September, 1994, are hereby repealed, except as to such sections which are retained herein.

**Section 1.5. Plat Required.**

- (a) The owner of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.
- (b) No subdivided land shall be sold or conveyed until the subdivider:
  - (1) has received approval of a final plat of the tract; and
  - (2) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

**Section 1.6. Supersession.** These rules supersede any conflicting of the county.

**Section 1.7. Severability.** If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The commissioners court hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

PHONE (409) 787-3543

Vol II Pg 47

FAX (409) 787-2044



**Section 1.8. Definitions.** The following words and terms, when used in these rules, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) **Commissioners court (or court)**- The commissioners court of Sabine County, Texas.
- (2) **County**- Sabine County, Texas.
- (3) **Drinking water**- All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
- (4) **Engineer**- A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- (5) **Final plat**- A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.
- (6) **Lot**- An undivided tract or parcel of land.
- (7) **Non-public water system**- Any water system supplying water for domestic purposes which is not a public water system.
- (8) **OSSF - On-site sewage facilities** as that term is defined in rules and/or regulations adopted by TNRCC, including, but not limited to, 30 TAC Chapter 285.
- (9) **Platted**- Recorded with the county in an official plat record.
- (10) **Public water system**- A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served," an individual shall be deemed to be served by a water system if he lives in. uses as his place of employment, or works in a place to which drinking water is supplied from the system.
- (11) **Purchaser**- Shall include purchasers under executory contracts for conveyance of real property.
- (12) **Retail public utility**- Any entity meeting the definition of a retail public utility as defined in Water Code~ 13.002.
- (13) **Sewerage facilities**- The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
- (14) **Subdivider**- Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
- (15) **Subdivision**- Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (replat) of land which was previously divided.
- (16) **TAC**- Texas Administrative Code. as compiled by the Texas Secretary of State.

Vol II Pg 48

(17)TNRCC- Texas Natural Resource Conservation Commission.

(18)Water facilities- Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

## DIVISION 2. MINIMUM STANDARDS

**Section 2.1. Scope of Standards.** The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

### Section 2.2. Water Facilities Development.

(a) Public water systems.

(1)Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1A. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the plat. Figure: Appendix 1A

(2)Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TNRCC. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC --290.38-290.51 and --290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

(b) Non-public water systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, a test well or wells located so as to be representative of the quantity and quality of water generally available from the supplying aquifer shall be drilled by the subdivider and the produced waters sampled and submitted to a private laboratory for a complete chemical and bacteriological analysis of the parameters on which there are drinking water standards. The subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity of the available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC --290.103.

vol II pg 49

290.105, 290.106 and 290.110, either:

- (1) without any treatment to the water; or
  - (2) with treatment by an identified and commercially available water treatment system.
- (c) Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

**Section 2.3. Wastewater Disposal.**

- (a) **Organized sewerage facilities.**
- (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the TNRCC in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the TNRCC.
  - (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 1B with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317.
- Figure: Appendix 1B
- (b) **On-site sewerage facilities.**
- (1) On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30TAC Chapter 285.
  - (2) Proposals for sewerage facilities for the disposal of sewerage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
  - (3) The TNRCC or its authorized agent shall review proposals for on-site sewerage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular ~285.4, 285.5 and 285.30-285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC ~285.3(b), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

**Section 2.4. Greywater Systems for Reuse of Treated Wastewater.**

- (a) **Organized or municipal sewerage systems.** Any Proposal for sewerage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the TNRCC.
- (b) **On-site sewerage facilities.** Any proposal for on-site sewerage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.

**Section 2.5 Sludge Disposal.**

The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317

Vol II 50

**Section 2.6. Setbacks.** In areas that lack a nationally recognized fire code as listed in Local Government Code, ~235.002(b) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

**Section 2.7. Number of Dwellings Per Lot.** No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

### **DIVISION 3. PLAT APPROVAL**

#### **Section 3.1. Applications for Plat Approval.**

- (a) **Owner representation.** An Application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.
- (b) **Standards.** Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Division 2 and the requirements of Division 3 of these rules.

**Section 3.2. Final Engineering Report.** The final plat shall be accompanied by an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. In financial guarantees are to be provided under Section 3.4 of this title, the schedule shall include the start dates and completion dates.

- (a) **Public water systems.**
  - (1) Where water supplies are to be provided by an existing public water system, the subdivider shall furnish and executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1A and referenced in Section 2.2(a)(1) of this title. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include in addition to the county the TNRCC and the health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include comments regarding the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision.

Vol II p. 51

(2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TNRCC and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

(b) Non-public water systems. Where individual wells are proposed for the supply of drinking water residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with Section 2.2(b) of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to Section 2.2(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The engineer shall issue a statement concerning the availability of groundwater supplies to serve the fully developed subdivision over the next 30 years. Such statement may be based on information available from the Texas Water Development Board's Office of Planning. The description of the required sanitary control easement shall be included.

(c) Organized sewerage facilities.

(1) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in Section 2.3(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the TNRCC and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.

(2) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the TNRCC. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall have been obtained from the TNRCC and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.

(d) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC ~285.4(c), including the site evaluation described by 30 TAC ~285.30 and all other information required by the county's OSSF order.

**Section 3.3 Additional Information.** The county may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but not be limited to:

- (1) layout of proposed street and drainage work;
- (2) legal description of the property;
- (3) existing area features;
- (4) topography;
- (5) flood plains;
- (6) description of existing easements;
- (7) layout of other utilities;
- (8) notation of deed restrictions;
- (9) public use areas; or
- (10) proposed area features;

**Section 3.4. Financial Guarantees for Improvements.**

- (a) **Applicability.** If an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the commissioners court shall require the owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix 2A secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below. Figure: Appendix 2A
- (b) **Bonds.** A bond is submitted in compliance with subsection (a) of this section shall meet the following requirements.
- (1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.
  - (2) The bond or financial guarantee shall be in an amount determined by the commissioners court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.
  - (3) The bond shall be executed with sureties as may be approved by the commissioners court. The county shall establish criteria for acceptability of the surety companies issuing bonds that are not limited to:
    - (A) registration with the Secretary of State and be authorized to do business in Texas;
    - (B) authorization to issue bonds in the amount required by the commissioners court; and
    - (C) rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
  - (4) The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the

commissioners court.

(c)

Letter of credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.

(1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.

(A) Bank qualifications:

(i) must be federally insured;

(ii) Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and

(iii) total assets must be at least \$25 million.

(B) Savings and loan association qualifications:

(i) must be federally insured;

(ii) tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets are less than \$25 million; and

(iii) Sheshunoff rating must be 30 or better.

(C) Other financial institutions qualifications:

(i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and

(ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.

(2) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from financial institutions which meet the following qualifications.

(A) Bank qualifications:

(i) must be federally insured;

(ii) Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets; and

(iii) total assets must be at least \$75 million.

(B) Savings and loan association qualifications:

(i) must be federally insured;

(ii) tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets are less than \$75 million; and

(iii) Sheshunoff rating must be 30 or better.

(C) Other financial institutions qualifications:

(i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and

(ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.

(3) The letter of credit shall list as sole beneficiary the county judge of the county, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix 2B. Figure : Appendix 2B

(4) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of these rules and

Vol II Pg 54

upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.

- (d) **Financial guarantee:** The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.
- (e) **Alternative to county accepting a financial guarantee.** The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
  - (1) the property being subdivided lies wholly within the jurisdiction of the county;
  - (2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
  - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
    - (A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;
    - (B) execute the construction agreement with the subdivider; and
    - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

**Section 3.5. Review and Approval of Final Plats.**

- (a) **Scope of review.** The county will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of these rules.
- (b) **Disapproval authority.** The commissioners court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) **Prerequisites to approval.** Final plat approval shall not be granted unless the subdivider has accomplished the following:
  - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
  - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from TNRCC of the plans and specifications for such construction, including any change orders filed with these agencies; or
  - (3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of these rules.

**Section 3.6. Time Extensions for Providing Facilities.**

- (a) **Reasonableness.** The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
  - (1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with Section 3.4 are submitted which will be effective for the period of the extension;and

Vol II Pg 55



- (2) the court finds the extension is reasonable and not contrary to the public interest.
- (b) **Timeliness.** If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) **Unreasonableness.** An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of these rules.

**Section 3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989.**

- (a) **Authority and scope.** This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code ~232.043 or a rule of the county adopted pursuant to such provision.
- (b) **Purpose.** It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the county.
- (c) **Required plat.** In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.
- (d) **Special criteria.** The commissioners court may approve the plat of a residential lot which does not comply with the provisions of Section 1.5(b) of this title (sale restrictions), Section 2.6 of this title (Setbacks), Section 2.7 of this title (Number of Dwellings per Lot), Section 3.2 of this title (Final Engineering Report), and Section 3.4 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
- (1) Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
- (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the division, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation which supports the requested approval. The applicant shall also provide such additional documentation as the commissioners court may request to support the application, including:
- (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
- (B) the name and address of the original subdivider or the subdivider's authorized agent, if known:

Vol II Pg 56

- (C) a survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
- (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.

(3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners court that:

- (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider;
- (B) a plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it;
- (C) an existing, currently occupied residential dwelling is located on the lot;
- (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
- (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.

(e) **Final determination.** The commissioners court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioners court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

#### DIVISION 4. ENFORCEMENT

**Section 4.1 Oversight.** The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

**Section 4.2. General Enforcement Authority of County.** The provisions of these rules are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and ~16.352, 163535, and Local Government Code, ~232.037 and ~232.080.

Vol II Pg 57

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_.

**The Utility**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Subdividers**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

vol II pg 58

APPENDIX 1B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED  
SUBDIVISION

**PARTIES:** This Agreement is by between the Utility and the Subdivider, to wit:  
The Utility is the governing board or owner of a retail public utility which provides wastewater treatment and is known as

The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of the owner, of a tract of land in \_\_\_\_\_ County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as

**TERMS:** This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to \_\_\_\_\_ County for its approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected for the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's wastewater collection system has been connected to the Utility's wastewater treatment plant.

The Subdivider covenants that the wastewater collection system will be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.

Insert the following paragraph if the Utility imposes any fees for connection of individual lots to the Utility's wastewater collection and treatment system:

The Subdivider has paid the Utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility's wastewater collection and treatment system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by \_\_\_\_\_ County or by a municipality whose approval is required.

Vol II Pg 59

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement of behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_.

**The Utility**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Subdividers**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

vol II pg 60

APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

1. **Parties.** This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is \_\_\_\_\_ County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the County.
2. **Effective Date.** This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).

**Recitals.**

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in County's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and
4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations and other requirements; and
5. County ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follow;

**Subdivider's Obligations**

8. **Improvements.** The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction by the County.
9. **Completion.** Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the County no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and

vol II pg 61

specifications.

10. **Warranty.** The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licenses will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvements or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the County.
11. **Security.** To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the Stated Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."
12. **Reduction In Letter of Credit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the County shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the County shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

Vol II p. 62

### County's Obligations

13. **Inspection and Certificate.** The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.
14. **Notice of Defect.** The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the default.
15. **Use of Proceeds.** The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.
16. **Return of Excess Escrowed Funds.** No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the County shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.
17. **Cost Participation by County.** If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.
18. **Conditions of Draw on Security.** The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:
  - (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
  - (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
  - (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the

vol II Pa 63



minimum rating acceptable to the County, in accordance with Paragraph 11 of this Agreement:  
or

(d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The County shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the County shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the County intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the County shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The County may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The County may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.

20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated costs of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

21. Remedies. The remedies available to the County, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

vol II Pg 64

22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9,10,11,12,15,16,18,19,21,22,23,25,26,27,28,29,30,32, and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.
23. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the County in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.
24. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.
25. No waiver. No waiver of any provisions of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.
26. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.
27. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

28. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

29. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider:

Attn: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office or Position: \_\_\_\_\_

Address: \_\_\_\_\_

if to County:

Attn: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office or Position: \_\_\_\_\_

Address: \_\_\_\_\_

if to the Issuer: \_\_\_\_\_ at Issuer's address shown on the Letter of Credit.

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for \_\_\_\_\_ County, Texas, or the United States District Court for the \_\_\_\_\_ District of Texas, \_\_\_\_\_ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court. This Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

32. Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.

33. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.

vol II pg 66

34. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force of effect excepting a subsequent written modification executed by both parties.
35. **Authorization to Complete Blanks.** By signing and delivering this agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
36. **Binding Agreement.** The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Official

\_\_\_\_\_  
Subdivider

vol II pg 67

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

**Subdivision Improvements.** Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
-------------------------------	------------------------------

- a)
- b)
- c)

Vol II Pg 68

APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

TO: \_\_\_\_\_, Texas

DATE:

We hereby authorize you to draw at sight on [NAME AND LOCATION OF BANK], for the account of [NAME OF CUSTOMER] (the Customer), up to the aggregate amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Subdivider and the County of \_\_\_\_\_ (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement".

Drafts must be drawn and presented by or on [EXPIRATION DATE] by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer:

Signature of Issuer's Authorized officer

Printed Name:

Title:

Vol II 69

## Amendments to August 1, 1999 Draft Model Subdivision Rules

-Revised numbering for Texas Register filing; New 31 TAC Chapter 364. And includes provisions ~364.1 and 364.2 which are necessary for the TWDB to explain how the rules will be implemented.

~1.1 (now ~364.11) **Authority and Scope of Rules** Amended to clearly apply to two lots or more. These rules are adopted by \_\_\_\_\_ County, Texas, under the authority of Chapter 232 of the Local Government Code, and Section 16.350 of the Texas Water Code. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less and intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.

-Section 1.5 (now ~364.15) **Plat Required.** Same as 1.1 (now ~364.11)

-Section 1.8 (now ~364.18) **Definitions.** Amended to be consistent with TNRCC definitions.

Drinking water - all water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, to clean any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.

Public water system - A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or served," and individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

**Added definition:**

Retail public utility - Any entity meeting the definition of a retail public utility as defined in Water Code ~13.002.

~2.2 (now ~364.32) **Water Facilities Development.** Amended (a)(1) to replace central system w/ public water system; amended (a)(2) to clarify that service is a 30 year commitment and that supply has to be considered and that where required water rights acquisition fees have to be paid in addition

vol II 70

to water meters and membership fees;

(a) **Public Water Systems.**

- (1) Where drinking water is to be supplied to a subdivision from a public water system...

Similar references throughout rules changed as well.

- (2) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement in substantially the form attached in Appendix 1A with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that subdivider has paid, or provided financial guarantees for the payment of the cost of water meters or other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system have been paid so that service is immediately available to each lot.

**~2.3. (now ~364.33) Wastewater Disposal.** Amended (a) to change the requirement of TNRCC approval for plans and specs to simply require compliance with 30 TAC 317 which places the review responsibility with TNRCC. Also amended (b) to comport with current OSSF regs.

(b) on site facilities changed to read:

- (1) On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must be designed by a registered professional engineer or registered professional sanitarian, permitted by the authorized agent of the TNRCC, and in all respects comply with 30 TAC Chapter 285.
- (2) Proposals for on-site sewerage facilities for the on-site disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
- (3) The TNRCC or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular ~285.4, 285.5 and 285.30 - 285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC ~285.3(b), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

**~2.7 (now ~364.37) Number of Dwellings Per Lot.** Fourth sentence deleted which read "Notice of this restriction must be given by the seller to purchasers prior to execution of any binding agreement for sale or conveyance of any real estate."

**~3.2 (now ~364.52) Final Engineering Report.**

-Reorganized to reflect organization of minimum standards in Section 2.2 and 2.3;  
-Changed references to public water surveyor/political subdivision to "retail public utility".

-Also includes change in language relative to the 30 year water service agreement; see. 2.2(a)(2).

**~3.4 (now ~364.54) Financial Guarantees for Improvements.**

Added new subsection (e) that recognizes that for subdivisions in the ETJ of a city (where the county and the city have jurisdiction) that the two entities can execute an interlocal agreement that



allows one of the entities to take a financial guarantee and allows the other entity to accept the one financial guarantee in satisfaction of this requirement; which reads as follows:

- (e) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
- (1) the property being subdivided lies wholly within the jurisdiction of the county;
  - (2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
  - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
    - (A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements to this section;
    - (B) execute the construction agreement with the subdivider; and
    - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

~3.6. (now ~364.54) **Time Extensions for Providing Facilities.** Amended this provision to clearly reflect that time extension only valid if financial guarantees extended as well, to read as follows:

(a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:

- (1) any financial guarantees provided with the final plat as original submitted are either effective for the time of the requested extension or new financial guarantees that comply with ~364.53 are submit which will be effective for the period of the extension; and
- (2) the court finds the extension is reasonable and not contrary to the public interest.

~3.7 (now ~364.57) **Criteria for Subdivisions that Occurred Prior to September 1, 1989.** Rewrote section with particular reference to subsection (c) so that it clearly applies to current individual lot owners and not to subdividers, to read as follows:

(c) Required plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.


-Added a new Chapter to apply to municipalities, since municipalities also must adopt and enforce the model rules to be eligible for EDAP assistance. As opposed to counties, however, municipalities have long had the authority to regulate subdivisions and many have an extensive existing ordinance structure. Other municipalities have no existing subdivision regulations at all. Therefore, Subchapter C has a Division 1 that requires cities that have no existing subdivision ordinance structure to adopt the provisions of Subchapter B with specified modifications to recognize the distinctions between counties and cities (e.g., the jurisdiction of the city rather than

vol II PO 72

the county). Division 2 of Subchapter C identifies the requirements of Subchapter B that must be included in existing ordinances in order for the city's existing ordinances will be considered commensurate with the model rules in assuring adequate water and sewer services in the subdivisions approved by the city.

- Appendix 1A - Water supply agreement. Amended to be consistent with changes to 2.2 (a)(2) regarding current supply of water.

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.  
VOL. II PAGE 1  
JANICE MEDARTEL COUNTY CLERK  
BY Nicole Corley  
Deputy



Vol II Pg 73