

AN ORDER ACCEPTING BID OF CONTRACTOR, RATIFYING AND CONFIRMING
CONTRACT, AUTHORIZING THE ISSUANCE OF WARRANTS IN PAYMENT OF
CONTRACT PRICE, AND LEVYING THE NECESSARY TO PAY THE INTER-
EST ON AND PRINCIPAL OF SAID WARRANTS AT MATURITY.

STATE OF TEXAS

COUNTY OF SABINE On this, the 10th day of August 1925, the Commissioners' Court of
Sabine County, Texas, being in regular session at a regular term of said court, all members
thereof being present namely;

W. H. Davidson	County Judge
C.W. Fuller	Commissioner Precinct No. 1
W. J. McDaniel	Commissioner Precinct No. 2
J. T. Foely	Commissioner Precinct No. 3
R.C. Travis	Commissioner Precinct No. 4

Thereupon the following order and judgment of said Court and contract upon motion and
by vote of said Court were made and entered into as herein set out, to-wit:

WHEREAS, on the 24th day of June, 1925, it was determined by this Court that the
County of Sabine is greatly in need of repairs and improvements in the present County Jail
and the same is public necessity, and the County Judge was directed to advertise for bids
on same in the manner provided by law, and

WHEREAS, said advertisements was published in the SABINE COUNTY REPORTER, a weekly
newspaper published in Sabine County, which advertisement appeared in said newspaper each
week from the 26th day of June 1925, to the 24th day of July 1925, inclusive, prior to
the 10th day of August 1925, the date set by said advertisement for the opening of said
bids, the said advertisement being as follows:

NOTICE TO JAIL CONTRACTORS

Sealed bids will be received by W. H. Davidson, County Judge of Sabine County, at his
office in the court house in Hemphill, Texas, until 12 o'clock Noon, Aug. 10th, 1925, for
repairs, improvements and remodeling in the Sabine County Jail as per plans and specifi-
cations and furnished therefor by Southern Steel Company, San Antonio, Texas, which plans
and specifications are on file in the office of the County Clerk in the Court house at
Hemphill, Texas, and in the office of Southern Steel Company, San Antonio, Texas.

If Satisfactory bid is received the Commissioners court of said County will award
contract at Hemphill, Texas, for said repairs and improvements during the regular term
of said Commissioners Court beginning on the 10th day of August, 1925, which contract
price will be evidenced by Special County Warrants maturing in serial installments bearing
six per cent interest.

Each bidder will be required to file with his bid a certified check for ten per cent
of the amount of his bid payable to W.H. Davidson, County Judge, guaranteeing that if
contract is awarded such bidder he will enter into contract and furnish bond in full
amount of contract price for the faithful performance of contract.

The Commissioners Court reserves the right to reject any and all bids.

By order of the Commissioners Court of Sabine County, Texas, this the 24th day of
June, 1925.

W. H. Davidson, County Judge.

WHEREAS, on the 10th day of August 1925, at 12 o'clock Noon, the Commissioners' Court
in open session, all members being present, opened the bids submitted for said repairs and

improvements in the present County Jail, and the Southern Steel Company, of San Antonio, Texas, being the best bidder for said repairs and improvements, the Court accepted the bid of said Company and awarded the contract to said Company, at the following price, to-wit:

Eleven Thousand & No/100 Dollars (\$11,000.00) to be paid in Sabine County Warrants, in annual installments or deferred payments, together with interest thereon at the rate of six (6) per cent per annum, and

WHEREAS, on this, the 10th day of August 1925, the Commissioners' Court acting for and in behalf of Sabine County, has entered into the following contract, with said contractor, to-wit:

C O N T R A C T

This Agreement, made and entered into on this the 10th day of August, A.D., 1925, by and between the SOUTHERN STEEL COMPANY OF SAN ANTONIO, TEXAS, (hereinafter designated as "Contractor"), and the County of Sabine, in the State of Texas, by the Commissioners' Court thereof, (hereinafter designated as "owner"), WITNESSETH:

That for the consideration hereinafter named and agreed to be paid to contractor by owner, contractor hereby agrees to well and sufficiently provide all necessary materials, and tools and appliances, and furnish all labor required in the proper construction, erection and completion of repairs and improvements (hereinafter designated as "improvements") for owner, to be erected in the present Sabine County Jail, (the same, or some other place similar, and as suitable for receiving said improvements), to be provided by owner, without expense or delay to contractor, in the town of Hemphill in the County of Sabine, in the aforesaid State, in accordance with the plans,) and specifications therefor, prepared and furnished by Southern Steel Company of San Antonio, Texas, and now on file in the office of the County Clerk of owner, said specifications being in separate and distinct divisions as follows:

Specifications for the "Exhibit 'A' for improvements and repairs, marked "Exhibit".

Specifications for the to the present Sabine County Jail", marked "Exhibit".

Specifications for the and , marked "Exhibit"

Specifications for the , marked "Exhibit".

Specifications for the "Detailed Specifications". , marked "Exhibit"

Specifications for the , marked "Exhibit".

all of which are referred to herein and hereby made a part hereof.

THE RIGHT IS RESERVED to owner to make any alternations he may deem expedient in said improvements, affecting either the plans or specifications or both, whether of material or labor, increasing or diminishing the whole cost of the same, and in the event that any such changes are determined upon and ordered by owner, contractor shall execute the same accordingly, and the value thereof to be added to or deducted from the original contract price hereinafter named, shall be determined by a fair and reasonable valuation, to be fixed and agreed upon in writing between the parties hereto, before proceeding therewith; due allowance to be made to contractor for any loss sustained by reason of having started or arranged to start the improvements as originally required; or in case of disagreement thereon, the value thereof shall be fixed by arbitration, as hereinafter provided; and no claim shall be made against owner for any extra labor or material unless ordered by owner, and the price thereof fixed and agreed upon as above stipulated.

CONTRACTOR FURTHER AGREES to complete said improvements, ready to deliver to the said owner, on or before the 10th day of November, A.D., 1925; PROVIDED, however, that in the event of delay, caused by strikes, riots, epidemics, the action of elements, or by any other

unforeseen or unusual difficulty, casualty or misfortune that may be encountered, or resulting from circumstances beyond the control of contractor, including unusual difficulty or delay in procuring or transporting suitable labor or material therefor, such further time shall be allowed to the said contractor for the final completion thereof, as may be just, and not less than the amount of time lost by reason of such difficulties or delays; and such extension of time shall in no manner affect the rights or liabilities of either of the parties hereto, but the same shall subsist, take effect and be enforceable precisely the same as if such allowance and extension of time had not been granted.

IN CONSIDERATION OF the foregoing agreements, being kept and performed by Contractor owner hereby agrees to pay to the order of contractor at San Antonio, Texas, in lawful money of the United States, the sum of Eleven Thousand and no/100 Dollars (\$11,000.00) as follows, to-wit:

in legally issued Sabine County Jail Improvements Warrants bearing 6% interest per annum, payable semi-annually, Said Warrants payable as follows:

\$1500.00 payable March 1, 1926

\$2000.00 payable March 1, 1927

\$2500.00 payable March 1, 1928

\$2500.00 payable March 1, 1929

\$2500.00 payable March 1, 1930

Total \$11000.00

The said warrants to be delivered to said Contractor, evidencing payments on said repairs and improvements as follows:

When the cell work is delivered on the building site, Five Thousand Dollars (\$5,000.00) will be paid.

When the new concrete making second floor is poured, Two Thousand Dollars (\$2,000.00) will be paid.

When new concrete making floor of Sheriff's Office and Private Office is poured, Fifteen Hundred Dollars (\$1500.00) will be paid.

Upon completion of said improvements the entire amount remaining hereon will be paid as above stated.

IT IS FURTHER AGREED by and between the parties hereto, as follows: Before the commencement of said improvements, the owner shall appoint a superintendent or committee to inspect the same during the construction and erection thereof and to approve such estimates from time to time as the manner of payments may require, and should pay material be furnished or labor performed, which, in his or their opinion is not in accordance with the plans and specifications he or they shall immediately notify said contractor thereof, by registered mail to its home address, unless he or they and contractor's agent can agree upon the subject in controversy; and that part of the improvements affected by such notice shall cease until an agreement is reached, or the matter in controversy settled by competent authority; and should the contractor furnish any labor or material without receiving notice of objection thereto, as aforesaid, it shall be considered as accepted by the owner, and the contractor shall not thereafter be required to remove or reconstruct the same.

(2) Owner shall immediately pass such order or orders as may be necessary to legally provide for the acceptance of, and settlement for said improvements when completed, without delay to contractor, and, upon receipt of notice from contractor, its agents or

sub-contractors, of the completion or contemplated completion thereof, owner, or the committee appointed by owner to make said settlement, shall meet on the date named in such notice, and, if said improvements have been completed in accordance with the requirements hereof, immediately accept same, in writing, and make final settlement with contractor therefor, as hereinbefore stipulated; but no settlement shall be made with, or any payment be made hereon to any agent or sub-contractor of contractor, or any one, whomsoever, except to one of its officers, or upon the written order of contractor duly signed by one of its officers.

(3) Should any misunderstanding or disagreement arise between the parties hereto, in relation to any of the labor or material to be furnished under this agreement, or in relation to any of the stipulations hereof, which can not be settled between themselves, the matter in controversy shall be referred to two disinterested arbitrators, (one of whom to be chosen by each of the parties hereto), and in case of disagreement between the said two arbitrators they shall jointly choose a third, and their decision in the matter shall be final and binding upon both parties hereto; and any time lost in the prosecution of said improvements by reason of such controversy, shall be allowed to contractor in the final completion thereof.

(4) In the event that any question arises as to the legality of this contract, or anything pertaining to the same, including omissions of or irregularities in any advertisements, resolutions, orders, acts, etc., in connection with, leading up to or following this contract, or as to the ability of either party to legally and faithfully carry out the agreements set forth therein, it is hereby agreed by both parties hereto that each will pass all orders, resolutions, etc., and do all things, not prohibited by law, that may be requested by the other party, to make possible and insure strict compliance with the provisions of this contract; and to make this contract, and all things, payments, etc., pertaining to same legal, secure, and in accordance with the laws of this State; and contractor may cease or not begin operations on the work covered by this contract while such questions are pending and unadjusted to the satisfaction of both parties, and the date specified for the completion of the work will be extended for such length of time as may have elapsed during the pendency and adjustment of such question.

(5) The foregoing contains all the understandings and agreements had between the parties hereto, in relation to the furnishing and completion of said improvements, and the payments therefor, and neither of the parties is to be held to the performance of any understanding or agreement not herein expressed, or set forth in the plans and specifications referred to herein and made a part hereof.

IN TESTIMONY WHEREOF, the aforesaid parties hereto have caused duplicate copies hereof to be signed by the duly authorized representatives of the said principals, on the date first herein written.

SOUTHERN STEEL COMPANY, CONTRACTOR
BY Huell Youngblood, Vice President

SABINE COUNTY, TEXAS. OWNER

By W. H. Davidson, County Judge

C.W. Fuller, Com. Prec. No. 1

W. J. McDaniel, Com. Prec. No. 2

J.T. Foely, Com. Prec. No. 3

R.C. Travis, Com. Prec. No. 4.

ATTEST:

J. H. Ener, County Clerk

Sabine County, Texas.

Members of Commissioners' Court thereof.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF SABINE COUNTY, TEXAS:

That said contract this day entered into by and between the County of Sabine and Southern

Steel Company, having been fully read and understood, and signed by each member of this Court and the duly authorized representatives of said Southern Steel Company, be and the same is hereby ratified, approved and confirmed as the act and contract of said County, and the same shall be recorded upon the minutes of this Court.

IT IS FURTHER ORDERED THAT, in accordance with said contract, warrants of Sabine County, to be called Sabine County Jail Improvements Warrants be legally issued in the principal sum of Eleven Thousand Dollars (\$11000.00), evidencing the payments due said contractor by the said County for the said repairs and improvements in the County Jail for said County, according to the said contract and the said plans and specifications which are made a part of said contract.

All of said warrants shall be in the denominations of Five Hundred Dollars (\$500.00) each, and shall be numbered from one (1) to twenty-two (22) inclusive. They shall be dated the first day of September, 1925, and shall be due and payable as follows:

<u>WARRANT NOS.</u>	<u>MATURITY DATE</u>	<u>AMOUNT</u>
1 to 3 inclusive	March 1, 1926	\$1500.00
4 to 7 "	March 1, 1927	\$2000.00
8 to 12 "	March 1, 1928	\$2500.00
13 to 17 "	March 1, 1929	\$2500.00
18 to 22 "	March 1, 1930	\$2500.00
		\$11000.00

That said warrants shall bear interest at the rate of six (6) per cent, per annum, payable semi-annually on the first day of March and first day of September of each year, so long as any of said warrants are unpaid, which interest is a part of the contract price agreed to for the construction of said Repairs and Improvements in County Jail and shall be evidenced by coupons attached to said warrants. At the time of delivery of said warrants, or any of them, the contractor shall pay to the County Treasurer the amount of interest which will have accrued on said warrants from date of same to delivery to said contractor which date of delivery shall be evidenced by the date of registration of warrants by the County Treasurer.

Principal and interest shall be payable upon presentation and surrender of warrants or proper coupons at the office of the County Treasurer of Sabine County at Hemphill, Texas, or at the Alamo National Bank, San Antonio, Texas, or at the Corn Exchange National Bank, Chicago, Illinois, at the option of the holder, in lawful money of the United States of America. Said warrants shall be signed by the County Judge, attested by the County Clerk, registered by the County Treasurer; and the seal of the Commissioners' Court shall be impressed upon each of said warrants. Fac-simile signature of the County Judge and County Clerk may be lithographed upon the interest coupon. In registering said warrants, the County Treasurer shall write upon the face of same its registered number, the word "Registered" and the date of such registration, and shall sign his name officially thereto.

THE FORM OF SAID WARRANTS SHALL BE SUBSTANTIALLY AS FOLLOWS:

NO. _____ \$500.00

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF SABINE

SABINE COUNTY JAIL IMPROVEMENT WARRANT

THIS IS TO CERTIFY THAT the County of Sabine in the State of Texas, under and by virtue of a valid and subsisting contract, is justly indebted to Southern Steel Company, its assigns or bearer, in the principal sum of

FIVE HUNDRED DOLLARS

in lawful money of the United States of America, together with interest thereon, from the date hereof at the rate of six (6) per cent per annum, interest payable semi-annually on the 1st day of March and September of each year; both principal and interest payable at the office of the County Treasurer of Sabine County, at Hemphill, Texas, or at the Alamo National Bank, San Antonio, Texas, or at the Corn Exchange National Bank, Chicago, Illinois, at the option of the holder, upon presentation and surrender of warrant or proper coupon; and the Treasurer of said County is hereby authorized, ordered and directed to pay the said Southern Steel Company, its assigns or bearer, at the office of the County Treasurer of Sabine County, at Hemphill, Texas, or at the Alamo National Bank, San Antonio, Texas, or at the Corn Exchange National Bank, Chicago, Illinois, at the option of the holder, the said sum of Five Hundred Dollars, on the 1st day of March 19, the date of maturity of this warrant in full settlement of the indebtedness hereby evidenced, from the Special Jail Improvements Warrant Fund of said County, levied, assessed and created for the purpose.

This warrant is one of a series of twenty-two warrants, numbered consecutively from one (1) to twenty-two (22) inclusive, in the denomination of Five Hundred Dollars (\$500.00) each and aggregating the sum of Eleven Thousand Dollars (\$11,000.00) issued for the purpose of evidencing the indebtedness of said Sabine County to the said Southern Steel Company, its assigns or bearer, for constructing REPAIRS and improvements in the Sabine County Jail, in accordance with contract between said County and said Company, under and by virtue of the Constitution and laws of the State of Texas, and in pursuance of an order passed by the Commissioners' Court of said County, on the 10th day of August 1925 which order is recorded in Book M, page 315 et seq., of the Minutes of the said Court.

The date of this Warrant in conformity with the order above mentioned, is September 1st, 1925, and it is hereby certified and recited that all acts, conditions and things required to be done precedent to and in issuance of this warrant, have been properly done, happened and performed, in regular and due time, form and manner, as required by law, and that the total indebtedness of said County, including this warrant, does not exceed the constitutional or statutory limitation.

IN TESTIMONY THEREOF the County Commissioners' Court of Sabine County, Texas, has caused the seal of said Court to be hereto affixed, and this warrant to be signed by the County Judge, and attested and countersigned by the County Clerk, as of the date last above written.

ATTESTED AND COUNTERSIGNED: W. H. Davidson, County Judge

J. H. Ener, County Clerk Sabine County, Texas.

Sabine County, Texas.

THE FORM OF COUPON SHALL BE SUBSTANTIALLY AS FOLLOWS:

NO. _____ On the _____ day of _____, 19____ \$15.00

The County of Sabine in the State of Texas, will be justly indebted to Southern Steel Company, its assigns or bearer, in the sum of Fifteen Dollars (\$15.00) by virtue of a contract made by said County with said Company, and the County Treasurer is hereby authorized ordered and directed to pay to said Company, its assigns or bearer, on said date, out of and from the Special Jail Improvements Warrant Fund of said County, at the office of the County Treasurer, or at the Alamo National Bank, San Antonio, Texas, or at the Corn Exchange

National Bank, Chicago, Illinois, at the option of the holder, said amount; the same being six months' interest due said Company, its assigns or bearer, on Sabine County Jail Improvements Warrant No. _____ dated March 1st, 1925, to which this coupon is attached, and is a part thereof.

J. H. Ener, County Clerk

W. H. Davidson, County Judge

Said Warrants shall be executed and delivered to the said Southern Steel Company, or order, as the work on said Repairs and Improvements progresses, on written estimates covering the amount of material which has been furnished and work which has been performed by said Contractor under its contract to the date of such estimates; which said material and work shall be inspected and accepted by this Court, and the estimate audited and allowed before warrants covering the amount of same are executed and delivered to said contractor.

BE IT FURTHER ORDERED BY THE COURT that a special fund, to be designated as "Special Jail Improvements Warrant Fund," shall be set aside out of the Public Improvements fund of said County, which shall be used for the payment of interest on said warrant, and the principal thereof at maturity, and for no other purpose.

That to create said fund to pay the interest on said warrants and provide a sufficient sinking fund to pay the principal thereof for the current year, a tax of and at the rate of 5 cents on each \$100.00 valuation of all taxable property in Sabine County is hereby appropriated and set aside out of the 25 cents public improvements tax levied for the current year; and to pay the interest on said warrants and the principal thereof at maturity, for each succeeding year, there is hereby levied a tax of 5 cents, or so much thereof as shall be necessary, on each \$100.00 valuation of taxable property in said County, for the year 1926, and for each succeeding year while said warrants or any of them are outstanding and the same shall be annually assessed and collected and applied to the purposes named.

WITNESS THE SIGNATURES OF THE MEMBERS Composing the Commissioners' Court of Sabine County, Texas, this the 10th day of August, 1925.

W. H. Davidson, County Judge

G. W. Fuller, Com. Prec. No. 1

W. J. McDaniel, Com. Prec. No. 2

J. T. Foely, Com. Prec. No. 3

R. C. Travis, Com. Prec. No. 4.

L.S.

THE STATE OF TEXAS

COUNTY OF SABINE I, J. H. Ener, County Clerk, and ex-officio Clerk of the Commissioners' Court of Sabine County, Texas, do hereby certify that the foregoing is a true and correct copy of a contract entered into by and between the County of Sabine and Southern Steel Company of San Antonio, Texas, Contractor, on the 10th day of August, 1925 and of an order passed by the Commissioners' Court of said County on the same date ratifying and confirming said contract, authorizing the issuance of warrants in payments of the contract price and levying a tax to pay the principal and interest of said warrants; all of which appears of record in Book M, page 315 et seq., of the Minutes of said Court.

I further certify that said order was passed at a regular term of said Court, with a full membership present and signing said order.

GIVEN UNDER MY HAND AND SEAL OF SAID COMMISSIONERS' COURT, this the 10th day of August, 1925.

J. H. Ener, County Clerk and ex-officio

Clerk of the Commissioners' Court of
Sabine County, Texas.

L.S.

THE STATE OF TEXAS

COUNTY OF SABINE I, C. M. Tatham, editor of the Sabine County Reporter, a weekly newspaper published in Hemphill, Texas, a town in Sabine County, Texas, do hereby certify that the attached notice to contractors, ordered by the Commissioners' Court of Sabine County, Texas, on the 24th day of June, 1925, calling for sealed bids on Repairs and Improvements in the Sabine County, Jail for Sabine County, Texas, at Hemphill, Texas, in accordance with plans and specifications therefor on file in the office of the County Clerk of Sabine County, was published in the said Sabine County Reporter on the following dates; June 26, July 3, 10, 17, and 24, A.D. 1925.

Witness my hand this the 10th day of August, 1925.

C. M. Tatham

Sworn to and subscribed before me this the 10th day of Aug. 1925.

L.S.

J. H. Ener, County Clerk

The following together with other were had to-wit:-

Ordered by the Court to allow Ivy McGlelland \$25.00 as help to pay his expenses to Sanitarium, Texas, where he will be treated for Tuberculosis.

Ordered by the Court that I. J. McCook be allowed to collect the sum of \$1000.00 from men subject to road duty at Pineland, and turn same over to Temple Lumber Company for money furnished by Company to repair Hemphill & Pineland road.

Ordered by the Court to allow \$5.00 per month for night watchman at Hemphill, ordered by the court that the special Tax in Common School District be raised from 50 cents to 75 cents. The return was four votes for increase of Tax and no votes against increase.

Ordered by the Court that the County Treasurer, transfer the \$91.94 credited to the Plat Book warrant fund into the funds from which it was taken.

Ordered by the Court to employ an Agriculture Demonstrator agent for the county, him to be a Graduate from the A & M. College and to be an experienced man, especially in tearing land, and must be a married man.

Motion made by W. J. McDaniel, Second by C. W. Fuller, W. J. McDaniel and Fuller voted aye, J. L. Foely and R. C. Travis, voted nay, the vote being tied Judge Davidson voted aye.

The bids for the repair of the County Jail was opened, and the Court voted to accept the bid of the Southern Steel Company, of San Antonio, Texas, at a price of \$11,000.00.

The bids were as follows: John Thompson and R. H. Minton-----\$10490.00

The Southern Steel Company-----\$11,000.00

Pauly Jail Building Company-----

Returns of an election held on Saturday August 8th, 1925, for consolidation of Common School District No. 24, Sabine County, Texas, with Geneva Independent School District No. 1, Sabine County, Texas as was canvassed this Aug. 11th, 1925 and found that there were cast at said election 26 votes, eleven votes were cast for consolidation and fifteen votes were cast against consolidation, being a majority of 4 votes against consolidation.

STATE OF TEXAS

COUNTY OF SABINE CONTRACT AND AGREEMENT MADE AND ENTERED INTO, by and between the Commissioners' Court of Sabine County, Texas and Temple Lumber Company, Pineland, Texas.

WITNESSETH: That whereas, the public roads in precinct # 1 of Sabine County are in need of immediate repair and there is not money now available with which to make the said repairs and,

WHEREAS, Temple Lumber Company, is willing to advance to said county for the repairs of the roads in Said Precinct # 1, the sum of \$1000.00 to be repaid out of the sums of

money collected within said precinct # 1, from persons subject to road duty:

NOW THEREFORE, in consideration of the advancement of the said sum of \$1000.00, as aforesaid, the commissioners' court of Sabine County hereby authorize I. J. McCook to collect from persons subject to road duty the sums of money paid in lieu of work on said roads and to deliver such sums of money to the Temple Lumber Company until the full sum of \$1000.00 with no interest thereon are fully paid and satisfied.

Witness our hands this the 10 day of August, A.D. 1925.

W. H. Davidson, County Judge

C. W. Fuller

W. J. McDaniel

J. T. Foely

R. C. Travis

COMMISSIONERS.

J. H. ENER, CO. CLERK

Judge