

On this the 22nd day March, 1976, the Honorable Commissioners of the Court of Sabine County met in Regular session with the following members present:

- W. T. Love
- R. T. Smith
- G. W. Russell, Jr.
- Commissioner, Precinct No. 1
- Commissioner, Precinct No. 2
- Commissioner, Precinct No. 3
- Commissioner, Precinct No. 4

The Court directed that W. D. Knowles, Timberland Subdivision be refunded \$28.80 for error in assessment on 1975 County Ad Valorem taxes on Lots 1-2-6-8-10-11-12-13-17-18-20-26-31 & 46.

Upon a recommendation by Sheriff Alan Greer and a motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy Vickers and with all voting "AYE", the Court appointed Leon G. Winkler to the office of Deputy Pound Master, Sabine County at a monthly salary of \$300.00 and expense of \$350.00, effective April 1, 1976 and continuing through September 30, 1976, said appointment to be temporary. The following resolution was presented to the Court:

R E S O L U T I O N

By the Commissioners Court of Sabine County

WHEREAS, the condition of the Sabine County Correctional Facility does not meet the minimum standards set forth in Title 81, Article 5115, Vernon's Civil Statutes, and

WHEREAS, the goal of Sabine County Commissioners Court is to construct a facility which meets said standards, and

WHEREAS, preliminary planning is a necessity to reach Sabine County goals, and

WHEREAS, financial assistance is necessary for preliminary planning,

BE IT THEREFORE RESOLVED:

The Commissioners Court of Sabine County, in official session, unanimously requests that the Texas Criminal Justice Council authorize a Preliminary Correctional Facility Planning Grant in the amount of \$10,000.00 for Sabine County.

PASSED AND ADOPTED on this, the ssnd day of March, 1976.

/s/ W. T. Love  
COUNTY JUDGE

/s/ R. E. Smith  
R. E. Smith  
Commissioner, Pct. #1

/s/ G. W. Russell, Jr.  
G. W. Russell, Jr.  
Commissioner, Pct. #2

/s/ Paul Lout  
Paul Lout  
Commissioner, Pct. #3

/s/ J. Vickers  
JIMMY VICKERS  
Commissioner, Pct. #4

ATTEST:

/s/ W. W. Cavender  
W. W. Cavender  
County Clerk

Bids for the renovation and restoration of the Sabine County Courthouse were opened per notice in the newspaper. Copies of the bids are attached to these minutes and marked Exhibits A, B, & C and become a part of the Commissioners Court Minutes of this date.

After due consideration of the above bids, a motion by Commissioner R. E. Smith, seconded by Commissioner, G. W. Russell, Jr., and by unanimous vote, the Court awarded the contract to the lowest bid of E.A. Young Waterproffing Company, P.O. Box 128, Tyler, Texas, said bid attached to these minutes and marked Exhibit A.

The Court approved a conditional agreement with Kirby for Commissioners Lout & Russell of Precincts 2 & 3 to remove dirt and gravel material from Kirby property. Copy of agreement is attached and marked Exhibit D and becomes a part of the Commissioner Court Minutes of this date.

Rusty Dickerson of Page Southerland Page of Houston, Texas conducted and informal discussion concerning a Detention Facility Study Proposal for Sabine County. No action was taken on this matter by the Court.

Accounts were allowed and made payable.

There being no further business, the Court adjourned.

W. T. Love  
COUNTY JUDGE

R. E. Smith  
COMMISSIONER, PRECINCT NO. 1

Paul Lout  
COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

CLERK OF COURT

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E. A. YOUNG  
WATERPROOFING COMPANY  
P.O. BOX 128  
TYLER, TEXAS 75701

SUBMITTED TO:

Judge W.T. Love  
Sabine County Commissioners Court  
Hemphill, Texas

PROJECT:

County Court House  
Sabine County  
Hemphill, Texas

The E.A. Young Waterproofing Company hereby submits proposal for furnishing at the above building all labor, materials, tools and equipment, supervision, Workmen's Compensation and Liability Insurance necessary to complete in a thoroughly workmanlike manner all work described below:

Paint Removal	
Miscellaneous Tuck-Pointing	
Stucco Repairs	
Silicone Waterproofing	
Metal Work	
Painting	\$13,859.00
Alt. #1 Mask Tape Grout	4,450.00
Alt. #2 Sidewalks	1.00 per sq. ft.
Alt. #3 Windows	18,458.00

Work shall be completed in accordance with Specifications.

ACCEPTANCE OF PROPOSAL

Signature:

Signature:

*W.T. Love*  
*County Judge*

*E.A. Young*

Date:

3-22-76

*Exhibit A*

# AMERICAN FIDELITY FIRE INSURANCE COMPANY

WOODBURY, NEW YORK

## BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, E. A. Young DBA E. A. Young Waterproofing Co.

of 400 Young Place, Tyler, Texas 75701 (hereinafter called the Principal);  
as Principal, and AMERICAN FIDELITY FIRE INSURANCE COMPANY (hereinafter called  
the Surety), as Surety, are held and firmly bound unto County of Sabine, Texas

(hereinafter called the Obligee) in the penal sum of 20% of amount bid not to exceed  
\$7,200.00 Dollars (\$7,200.00) for the payment of which the Principal  
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

SIGNED and SEALED this 9th day of March 19 76

*THE CONDITION OF THIS OBLIGATION IS SUCH,* That, whereas the Principal  
has submitted or is about to submit a proposal to the Obligee on a contract for  
Restoration work on Sabine County Courthouse located in Hemphill, Texas.

*NOW, THEREFORE,* if the said contract be timely awarded to the Principal and the  
Principal shall, within such time as may be specified, enter into the contract in writing, and give  
bond, if bond be required, with surety acceptable to the Obligee for the faithful performance  
of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

E. A. Young Waterproofing Co.

BY: E. C. Gandy  
AMERICAN FIDELITY FIRE INSURANCE COMPANY

By Thomas J. Humphreys  
Thomas J. Humphreys



AMERICAN FIDELITY FIRE INSURANCE COMPANY  
WOODBURY, NEW YORK

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the American Fidelity Fire Insurance Company, a Corporation in the State of New York, having its principal office in Woodbury, State of New York, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 18th day of February, 1969, to wit:

"The President, or any Vice-President, or other officer designated by the Board Executive Committee shall have authority, severally, to make execute and deliver a power of attorney constituting as Attorney-in-Fact such persons, firms or corporations as such officers may select from time to time," does hereby make, constitute and appoint

J. FRANK MURPHY and/or THOMAS J. HUMPHREYS of DALLAS, TEXAS

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

Specifically and only on bonds executed having 90% indemnification of the Small Business Administration in an amount not exceeding \$200,000.00 as to any one Principal or project, for or on behalf of this Company, in its business and in accordance with its charter, and to bind AMERICAN FIDELITY FIRE INSURANCE COMPANY thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the American Fidelity Fire Insurance Company has caused these presents to be signed by its President and/or Vice-President, and its Corporate Seal to be hereto affixed.



AMERICAN FIDELITY FIRE INSURANCE COMPANY

*Robert J. Kennedy*  
Robert J. Kennedy, Vice-President

State of New York }  
County of Nassau } ss.

On this 3rd day of September, 1975, before the subscriber, a Notary Public of the State of New York in and for the County of Nassau duly commissioned and qualified, came Robert J. Kennedy of the American Fidelity Fire Insurance Company, to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Woodbury, New York the day and year above written.



*Elizabeth M. Roselle*

ELIZABETH M. ROSELLE  
NOTARY PUBLIC, State of New York  
No. 30-8643115  
Qualified in Nassau County  
Commission Expires March 30, 1976

State of New York }  
County of Nassau } ss.

CERTIFICATE

I, the undersigned, Secretary of AMERICAN FIDELITY FIRE INSURANCE COMPANY a stock corporation of the State of New York, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, at Woodbury, New York, Dated this 9th day of March A.D., 19 76.



*David L. Rosenthal*  
Assistant Secretary



TX, M/H 200 (10/5)

*Exhibit-A*

Exhibit-B



March 19, 1976

801 TABOR • HOUSTON, TEXAS 77009 • (713) 869-3946  
(713) 869-0237

Sabine County Court House  
Hemphill, Texas 75948

Attention: County Judge W. D. Love

RE: SABINE COUNTY COURTHOUSE RESTORATION

Gentlemen:

We have inspected the exterior of your courthouse building and reviewed your specifications for restoration. Some revisions in specifications for cleaning wood surfaces are offered in the following proposal.

FURNISH ALL TOOLS, EQUIPMENT, LABOR, SUPERVISION, INSURANCE, TAXES AND MATERIALS NECESSARY TO PERFORM THE FOLLOWING SCOPE OF WORK:

I BASE BID

1. Sandblast all exterior brick and masonry with fine # 4 sand with low pressure to achieve a light sandblast surface.
2. Examine all masonry joints after sandblasting and tuckpoint all defective joints in accordance with your specifications.
3. Repair all stucco in accordance with your specifications and apply one coat of Thoroseal Coating.
4. Waterproof all brick surfaces as per specifications with 5 % solid base silicone. We offer to substitute Burke Clear-Pruf in lieu of silicone at no added cost to you. Clear-Pruf is a superior material to silicone and will provide a longer life protection.
5. Metal work will include replacement of all gutters and down spouts as per specifications and paint. Also paint other fascia metal at the top of the roof.
6. All existing wood windows will be scraped to remove loose paint, edges will be feathered with sand paper and two coats of paint applied. Roll down window guards and fire escape

will be sandblasted and two coats of L & S Cement paint applied. Porch ceilings will also be two coats of L & S paint.

LUMP SUM PRICE BASE BID ----- \$29,640.00

ALTERNATE I BRICK JOINT GROUTING

- 1. Mask-Tape Grout all brick surfaces in accordance with specifications.

LUMP SUM PRICE ALTERNATE I ----- \$20,000.00

ALTERNATE II CONCRETE WALKS

- 1. Overlay existing concrete sidewalks in accordance with specifications.

UNIT PRICE ALTERNATE II ----- \$1.00 Per Sq. Ft.

ALTERNATE III REPLACE WINDOWS

- 1. Remove all existing wood sash windows and replace with specified aluminum windows. No replacement of window air conditioning units are included in this bid.

LUMP SUM PRICE ALTERNATE III ----- \$9,900.00

We appreciate the opportunity to submit this bid. Our bid bond from Aetna Life and Casualty is enclosed herein.

Respectfully submitted,

ALLSTATE RESTORATION, INC.

*W. R. Lambert*  
\_\_\_\_\_  
W. R. Lambert, President

ACCEPTED BY \_\_\_\_\_

ITEMS ACCEPTED \_\_\_\_\_

DATE \_\_\_\_\_

WRL/ejw

ENC: cc & bid bond

*Exhibit - B*



# Proposal

FROM

IDEAL COATINGS COMPANY  
7731 Hugh Rd.  
Houston, Texas  
1-713-356-1385

Proposal No. I  
Sheet No. I  
Date 3-22-76

Proposal Submitted To	Work To Be Performed At
Name Sabine County Courthouse (Mr. M.T. Love)	Street Square on Main St.
Street Main Street	City Hemphill State Texas
City Hemphill	Date of Plans Soon as proposal is accepted
State Texas	Architect-Remodelers--David Ansley & Arthur Keller
Telephone Number.. (MR. Love==625-4352)	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Restoral of Sabine County Courthouse on Main Street in Hemphill, Texas.

All restoral is to be in complete accordance with the specifications as drawn up by the architect for the committee which will be in charge of acceptance of bid proposals. All the specifications are attached to this bid, as per drawn up by the architect.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Seventy-two thousand five hundred and fifty-five dollars Dollars (\$ 72,555.00 )

with payments to be made as follows:

20% is to be paid at start of job, 40% is to be paid on half completion and final payment is to be on completion of job, or within thirty days thereon.

Payments are to be negotiable to both parties if these terms are not satisfactory. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Ideal Coatings Company

Respectfully submitted David D. Ansley, Ideal Coatings Co.

Per David D. Ansley

Note — This proposal may be withdrawn by us if not accepted within 30 days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

George W. Stanley  
Senior Vice President



Honorable Judge W. T. Love  
County Judge, Sabine County  
Hemphill, Texas 75948

Dear Sir:

We are in receipt of a request dated February 10, 1976, from Commissioners Lout and Russell of Precinct 2 & 3 for permission to remove material from Kirby's property in the S. D. McMahon League, Abstract 28, San Augustine County, at the location pointed out to our representative approximately as shown on the attached sketch.

We hereby grant such permission subject to the following understanding:

1. The material removed hereunder will be used in maintenance of County roads in the Pineland, Brookeland and Yellow Pine areas in Precinct 2 and Rose Vine, Bronson and Centerview areas in Precinct 3.
2. Removal will be confined to an area of approximately 1.2 acres and total quantities removed will not exceed 6,000 cubic yards. Quantities removed will be reported in writing at the end of each month to Mr. W. R. McDonald at Post Office Box 577, Silsbee, Texas 77656.
3. Timber within the pit site will be disposed of by the County.
4. Top soil on the pit site will be stockpiled, and upon completion of removals the pit will be scarified and top soil spread over the pit area and the site left in condition that it will drain freely and not hold water.
5. Removals will be completed on or prior to December 31, 1976.
6. The material being donated in this instance has an approximate value of \$1,500.00

Kirby Lumber Corporation  
A Santa Fe Industries Company  
P.O. Box 1514  
Houston, Texas 77001  
(713) 225-0421

*Exhibit - D*

Exhibit - D

Page 2

Honorable Judge W. T. Love

March 12, 1976

You may enter and commence removals subject to the above conditions and your agreement to submit this letter to the next regular session of the Commissioners Court for its official acceptance and approval. If this correctly sets forth our understanding, please execute the duplicate copy of this letter and return to me.

Yours very truly,

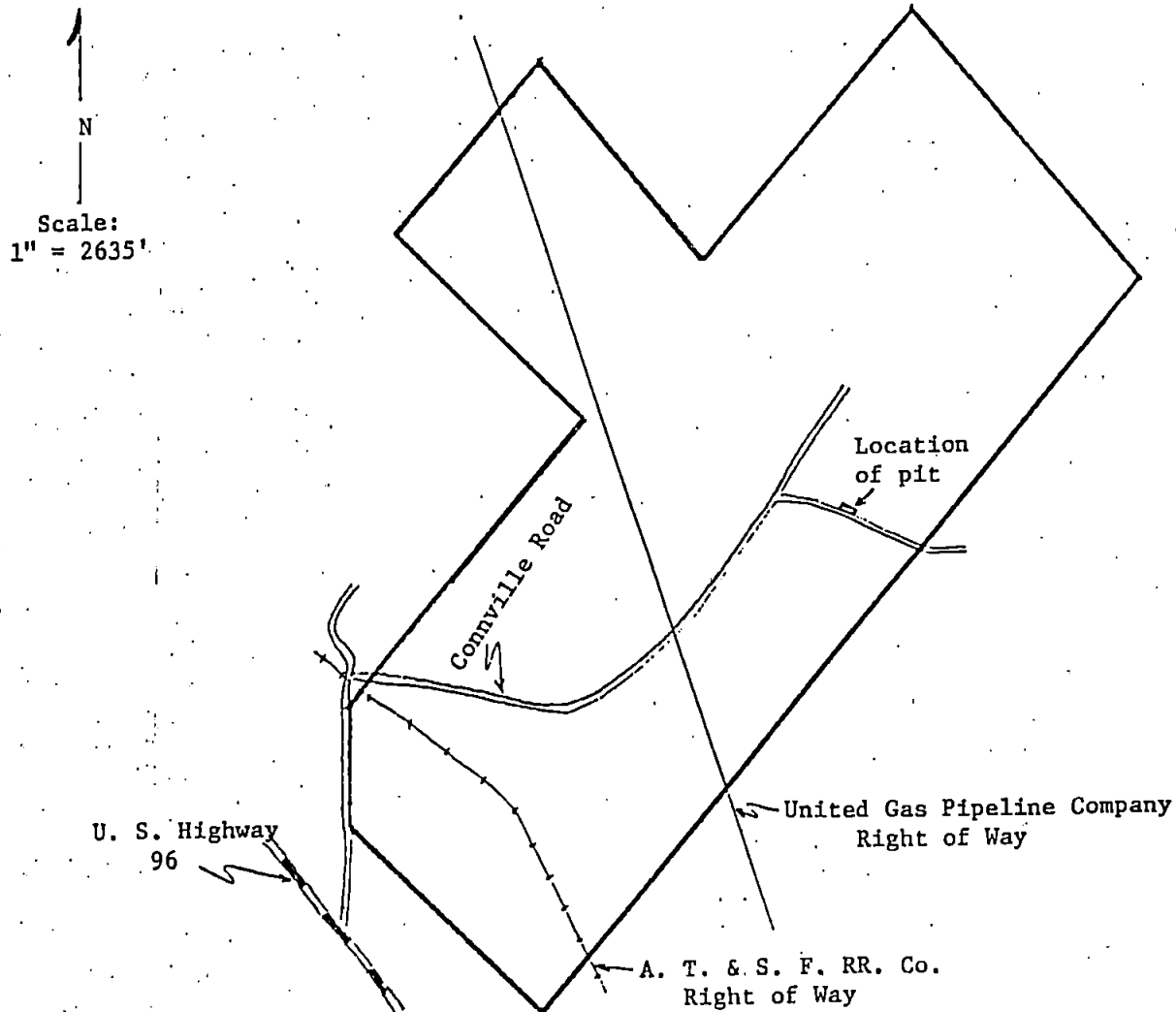
*G. W. Stanley*  
George W. Stanley

Accepted and approved this 22 day of March, 1976, in regular session of the Commissioners Court of County, Texas, at which a quorum was present.

*W. T. Love*  
County Judge

Attached to Letter Agreement dated March 12, 1976, between Kirby Lumber Corporation and the County of Sabine, Texas, depicting the approximate location of proposed pit on Kirby's holdings as shown below.

S. D. McMAHON LEAGUE  
ABSTRACT 28  
SAN AUGUSTINE COUNTY,  
TEXAS



*Exhibit - D*