
THE STATE OF TEXAS

COUNTY OF SABINE

On this the 11th day of October, 1976, the Honorable
Commissioners' Court met in regular session with the following
present, to-wit:

W. T. Love	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
Jimmy R. Vickers	Commissioner, Precinct No. 4
W. W. Cavender	Clerk of the Court



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B131

Standard Form of Agreement Between
Owner and Architect

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 27th day of September in the year of Nineteen
Hundred and

BETWEEN

SABINE COUNTY

the Owner, and

JACKSON L. CATES, AIA AND THOMAS E. BARBER, P.E.

the Architect.

It is the intention of the Owner to

CONSTRUCT COUNTY JAIL FACILITIES

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

Exhibit "A"

92-A-1

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract		per cent (7)	%
Separate Stipulated Sum Contracts	N.A.	per cent ()	%
A Single Cost Plus Fee Contract	N.A.	per cent ()	%
Separate Cost Plus Fee Contracts	N.A.	per cent ()	%

AN INITIAL PAYMENT of dollars (\$ 0.00) shall be made upon the execution of this Agreement and credited to the Owner's account.

b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of THIRTY and NO/100----- dollars (\$ 30.00) per hour. For the purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of (2½) times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of (1.5) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of (1.5) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within (12) months of the date hereof.

c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

e. THIS CONTRACT TO BE EFFECTIVE upon Owners receipt of funding under Title I of the Public Works Employment Act of 1976.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-

uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect

shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to

ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph IIa (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Design Development Phase	50%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis

and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

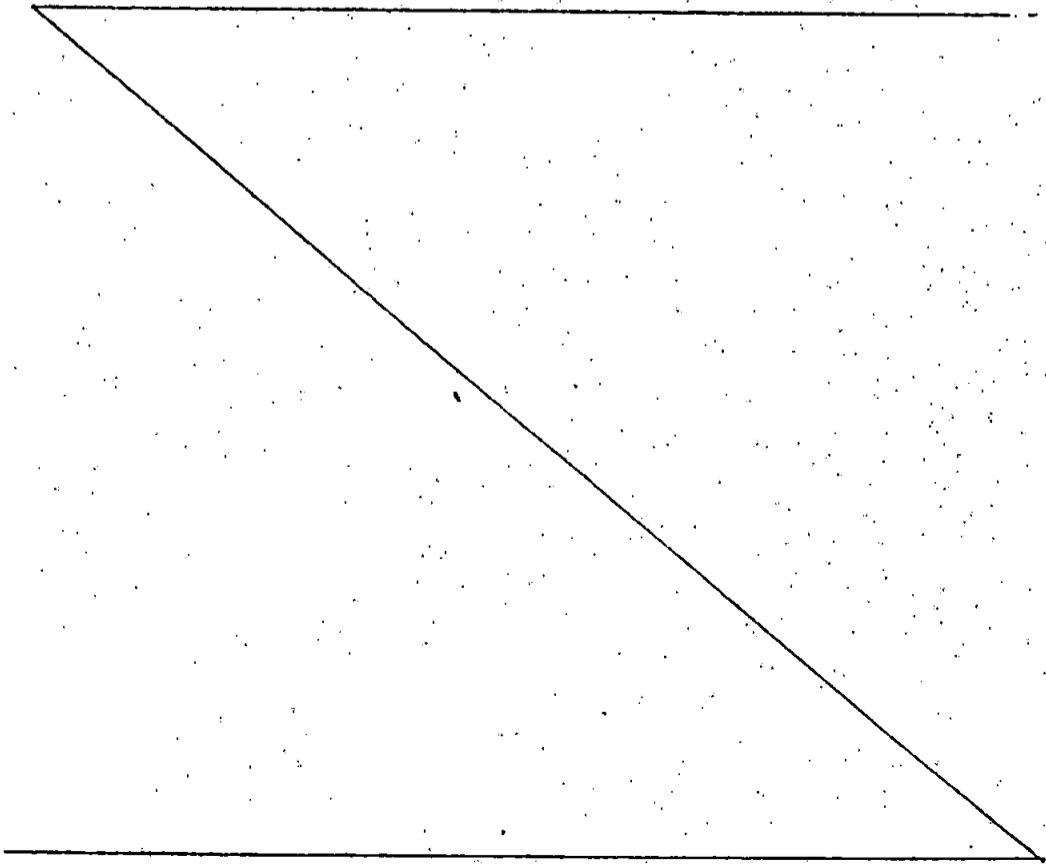
This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

82-A-7



This Agreement executed the day and year first written above.

OWNER
SABINE COUNTY

ARCHITECT
JACKSON CATES ASSOCIATES
THOMAS E. BARBER & ASSOCIATES

By: W. I. Love, County Judge

By: Jackson Cates
Jackson Cates

Motion by Commissioner R. E. Smith, seconded by Commissioner Jimmy Vickers the Court unanimously approved the Bond and Oath of John H. Oliver, Deputy Sheriff, Sabine County, Texas.

Clyde Smith, Treasurer Sabine County, Texas presented the following report:

TREASURER'S QUARTERLY REPORT
FOR THE MONTHS OF
APRIL, MAY AND JUNE 1976

<u>FUND</u>	<u>BALANCE LAST</u> <u>QUARTER</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u>
OFFICERS SALARY	88,553.49	83,881.72	48,820.87	123,614.34
GENERAL COUNTY	1,919.38	9,617.32	7,662.07	3,874.63
PERMANENT IMPROVEMENT	7,087.43	1,811.78	446.35	8,432.86
JURY	813.76	1,605.90	1,523.69	895.97
RIGHT OF WAY	5,842.55	4,450.33	1,722.52	8,570.36
LATERAL ROAD	.03	0	0	0
ROAD & BRIDGE SPL.	10,623.59	84,556.16	91,284.91	3,894.84
ROAD & BRIDGE TAX	1,269.28	2,717.65	135.89	3,851.04
ROAD & BRIDGE #1	39,205.02	10,236.69	9,982.70	39,459.01
ROAD & BRIDGE #2	1,067.74	10,429.63	9,392.74	2,104.69
ROAD & BRIDGE #3	4,885.78	10,236.69	15,260.26	(137.79)
ROAD & BRIDGE #4	1,313.60	10,236.69	9,002.62	2,547.67
REVENUE SHARING	69,452.95	23,547.00	28,346.56	64,653.39

THE STATE OF TEXAS
COUNTY OF SABINE

I, Clyde Smith, County Treasurer for said county, do solemnly swear that the above quarterly report is true and correct.

Clyde Smith /s/
County Treasurer, Sabine County,
Texas.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr, and by unanimous vote, the above report was approved.

In the matter of the above Quarterly Report of Clyde Smith, Treasurer, Sabine County, Texas, the Court examined said report and having been compared and examined by the Court and found to be correct, it is therefore ordered by the Court that the same be and is hereby approved and the Clerk of this Court is ordered to enter said report, together with this order, upon the Minutes of the Court.

In the matter of the County finances in the hands of Clyde Smith, Treasurer, Sabine County, Texas, We, the Commissioners' Court of Sabine County, Texas, do hereby certify that we compared and examined the above Quarterly Report and finding the same to be correct, have caused an order to be entered upon the minutes of the Commissioners' Court of Sabine County, Texas stating approval of said Treasurer's Report by our said Court, which order recites separately the amounts received and paid out of each fund by the said Treasurer during the time covered by his present report and the balance of each fund remaining in said Treasurer's hands, and we further certify that we have actually and fully inspected and counted all actual cash and assets in the hands of said Treasurer and belonging to said county.

A F F I D A V I T

We, the County Judge and County Commissioners of Sabine County, Texas, do hereby certify that Art. 1636 have been in all things complied with at the October Term, 1976 of Commissioners' Court, and that we have counted the money held by the County Treasurer as reported to us in said Treasurer's Quarterly Report, and that we find the following amounts in each fund, to-wit:

OFFICERS SALARY	123,614.34
GENERAL COUNTY	3,874.63
PERMANENT IMPROVEMENT	8,432.86
JURY	895.97
RIGHT OF WAY	8,570.36
LATERAL ROAD	.03
ROAD AND BRIDGE SPECIAL	3,894.84
ROAD & BRIDGE TAX	3,851.04
R. & B. #1	39,459.01
R. & B. #2	2,104.69
R. & B. #3	(137.79)
R, & B. #4	2,547.67
REVENUE SHARING	64,653.39

W. T. Love /s/

R. E. Smith /s/
COMMISSIONER, PRECINCT NO. 1

Paul Lout /s/
COMMISSIONER, PRECINCT NO. 3



G. W. Russell, Jr. /s/
COMMISSIONER, PRECINCT NO. 2

Jimmy R. Vickers /s/
COMMISSIONER, PRECINCT NO. 4

Sworn and subscribed before me this 11th day of OCTOBER
A. D., 1976.

W. W. Cavender /s/
COUNTY CLERK

Motion by Commissioner G. W. Russell, Jr. that the County's Share of the funds received from the U. S. Forest Service and funds in Road & Bridge be divided according to the Courts decision of August 9, 1976 when on motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy R. Vickers, that the funds given to Sabine County by the U. S. Forest Service be prorated to the various commissioners precincts according to the number of U. S. Forest acres in each precinct. Voting for the motion were Commissioner G. W. Russell, Jr. and Commissioner Jimmy R. Vickers. Voting against the motion was Commissioner R. E. Smith. Commissioner Paul Lout abstained. Also on motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy R. Vickers, that the Road & Bridge Funds of Sabine County be prorated to the various Commissioner Precincts according to the miles of County Roads in each precinct. Voting for the motion were Commissioner G. W. Russell, Jr., Commissioner Paul Lout and Commissioner Jimmy R. Vickers. Commissioner R. E. Smith abstained.

Commissioner G. W. Russell, Jr. requested Commissioner Jimmy R. Vickers to get the total number of miles of roads in his precinct so that the Road & Bridge funds could be divided according to the above order. Commissioner G. W. Russell, Jr. further stated that by prorating the funds in this manner Commissioner G. W. Russell, Jr.'s precinct #2 and Commissioner Jimmy R. Vickers' precinct #4 would be out of debt.

There was no second to the motion to divide U. S. Forest funds and Road & Bridge funds according to the Court's decision of August 9, 1976.

Motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Jimmy R. Vickers and by unanimous consent the Court voted to observe a holiday on Veterans Day, October 25, 1976 and set the next regular meeting for October 26, 1976.

On recommendation of W. W. Cavender, County and District Clerk Sabine County and a motion by Commissioner G. W. Russell, Jr., seconded by Commissioner Paul Lout and with all voting "Aye", the Court employed Connie Waldrop as a temporary Clerk effective October 1, 1976 to January 1, 1977 at a salary of \$383.71 per month.

Motion by Commissioner Jimmy R. Vickers, seconded by Commissioner G. W. Russell, Jr. and by unanimous consent the Court directed that an old County Road running in an East West direction from the Ardin Eddings place to the Ellis Washington place near McMahon Chapel be abandoned.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. and with all voting in favor, the Court directed the County Treasurer to transfer 50% of the funds received from the U. S. Forest Service to the County Board of Education for distribution to the schools according to law.

Motion by Commissioner R. E. Smith, seconded by Commissioner Jimmy R. Vickers and with all voting "Aye" the Court directed that a raise in salary of 10% be given to all Officers and employees of Sabine County effective October 1, 1976.

Motion by Commissioner Jimmy R. Vickers, seconded by Commissioner R. E. Smith that the Federal Revenue Sharing funds in the amount of \$20,433.00 be prorated on a 20% split between the four Commissioner Road & Bridge funds and General County fund.

Voting for the motion were Commissioner Jimmy R. Vickers and Commissioner R. E. Smith. Voting against the motion were Commissioner G. W. Russell, Jr. and Commissioner Paul Lout. There being a tie vote, Judge W. T. Love voted for the motion. Motion carried.

County Agent Frank Mears gave a report on the Fire Ant Program. He stated there would be no aerial application of Mearrex to the County and that the County would receive 180,000 pounds of Mearrex to be distributed to area land holders under supervision of the State of Texas at a rate of 1½ pounds per acre, said Mearrex to be stored in the old Corley lumber yard. To defray expenses, there would be a charge of 2 cents per pound for Mearrex.

Motion by Commissioner Paul Lout, seconded by Commissioner G. W. Russell, Jr. the Court authorized Mr. Mears to employ three hands at the minimum wage to assist in unloading the Mearrex.

The requested Royce Smith to try to get insurance on the County Courthouse and Jail.

The Court directed that the following changes be made in the Election Judges for Sabine County.

VOTING PRECINCT	ELECTION JUDGE	ALTERNATE JUDGE
5		Mrs. Bud Arnold
8	Joe Tom McMillon	Mrs. Virgil Webb
10		Frank Williams

The Court directed that the County Ad Valorem Tax be prorated on the 80 cents per hundred dollars valuation as follows:

General County Fund	10/16 or 50 cents
Road & Bridge Fund	3/16 or 15 cents
Permanent Improvement Fund	2/16 or 10 cents
Jury Fund	1/16 or 5 cents

Accounts were allowed and made payable.

There being no further business, the Court adjourned.

H. P. Lane
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

Paul Lohr
COMMISSIONER, PRECINCT NO. 3

J. W. Russell
COMMISSIONER, PRECINCT NO. 2

W. H. Wicker
COMMISSIONER, PRECINCT NO. 4

A. B. Alexander
CLERK OF THE COURT