



UPSHUR COUNTY COMMISSIONERS COURT  
GILMER, TEXAS

May 16, 1986

Commissioners Court met in Emergency Session at 1:00 P.M. with all members present except Paul Davis, Commissioner Pct. #4.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve payment of Public Officials Liability Insurance and to authorize the Treasurer to pay. Motion carried. Copy attached.

In Special Session called for the same time, a motion was made by Gaddis Lindsey seconded by David Loyd to approve an Inter-local Agreement with the City of East Mountain to acquire right of way within the city. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve Resolution from State Highway Commission. Motion carried. Copy attached.

Court recessed.

Commissioners Court reconvened in Special Session with all members present except Paul Davis, Commissioner Pct. #4.

Judge Dean opened the bids received on Landscaping and Irrigation, Court Room Seating, Caulking, HVAC Test and Air Balance and Signage on the Upshur County Justice Center. The bids were as follows:

Landscaping and Irrigation:

1. Troup Nursery -- \$4,400.00 irrigation, \$6,978.65 Landscape. Performance & Payment Bond enclosed: Cashier's Check in the amount of \$568.93.
2. Planters Paradise -- \$4,120.00 irrigation, \$1,6009.00 Landscape. Performance & Payment Bond not included.
3. Fairview Nursery --- \$6,150.00 Irrigation, \$13,850.00 Landscape. Performance & Payment Bond enclosed: Cashier's Check for \$1,000.00.

CAULKING AND SEALANT:

1. East Texas Weatherproofing --- \$5,150.00. Bidders Bond enclosed for \$260.00.
2. Hayes Miller Roofing, Inc. --- \$9,198.00. Bidders bond enclosed for \$460.00.

HVAC TEST & AIR BALANCE

1. Air Masters Test & Balance Engineers --- \$6,510.00. Bidders Bond enclosed for \$325.50.

SIGNAGE:

1. George W. Dolph --- \$4,000.00 Jail, \$11,698.00 Justice Center. Bidders Bond not enclosed.
2. W. E. Sword Company, Inc. --- Identifying Devices \$2,200.00  
Building Plaques 475.00  
Exterior Bldg Signage 1,380.00  
Interior Bldg Signage 2,305.00  
Courtroom emblem 1,845.00

Bidders Bond enclosed for \$400.00.

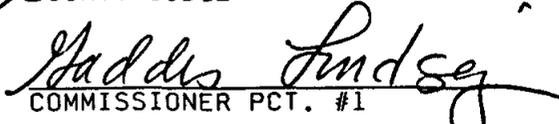
COURTROOM SEATING

No bids received.

Motion by David Loyd seconded by J. W. Meadows to turn bids over to R. E. Hable for study and recommendation. Motion carried. Copies attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to adjourn.

  
COUNTY JUDGE

  
COMMISSIONER PCT. #1

  
COMMISSIONER PCT. #2

  
COMMISSIONER PCT. #3

\_\_\_\_\_  
COMMISSIONER PCT. #4



TYLER LONGVIEW

Hibbs ♦ Hallmark & Company

Post Office Box 7550 1001 W. Southwest Loop 323 Tyler, Texas 75711 214 561-8484

MAY 13, 1986

Upshur County-Att: Gaddis Lindsey  
P.O. Box 730  
Gilmer, Tx. 75644

Re: Upshur County Public Officials Liability

The following is a brief summary for the above noted insurance request:

Limits of Liability:	\$500,000 per occurrence/annual aggregate
Deductible:	\$5,000.00 each loss including loss adjustment expense.
Annual Premium:	\$7,266.00

Coverage will be placed with the National Casualty Company which is an admitted and approved carrier in the state of Texas.

Please note that your application included three attorneys and one accountant under the number of licensed or certified positions sections. The form only provides coverage for these positions if these individuals are full time employees of the County. If they are held on a retainer basis only, then no coverage exist.

Feel free to call if you have any questions or concerns. The coverage can be bound upon you request.

Sincerely,

Brian Malcolm  
Account Representative

BM/plh

1986 MAY 16 PM 1:39

LET. 111

BY \_\_\_\_\_



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COMMISSION  
ROBERT C. LANIER, CHAIRMAN  
THOMAS M. DUNNING  
RAY STOKER, JR.

**STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION**  
P. O. Box 1210  
Atlanta, Texas 75551-1210  
May 2, 1986

ENGINEER-DIRECTOR  
MARK G. GOODE

1985-86 Texas Farm to Market Road Program

IN REPLY REFER TO  
FILE NO

Honorable Everett Dean  
County Judge  
Upshur County Courthouse  
P. O. Box 730  
Gilmer, Texas 75644

Dear Judge Dean:

Reference is made to our letter dated March 5, 1986 and a letter to Honorable Ralph Collins, Mayor of East Mountain (copy attached).

The City of East Mountain has adopted an ordinance authorizing the Mayor to enter into an Interlocal Governmental Agreement with Upshur County for Upshur County to acquire right of way within the city. The agreement is attached for the Commissioners Court consideration. Should the County concur, please execute the agreement and forward a copy to this office for further handling.

Sincerely yours,

*For [Signature]*  
L. L. Jester, Jr., P. E.  
District Engineer (19)

Attachments  
cc: Mr. Bybee W. Weisinger





COMMISSION  
ROBERT C. LANIER, CHAIRMAN  
THOMAS M. DUNNING  
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION

P. O. Box 890  
Atlanta, Texas 75551-0890  
March 6, 1986

ENGINEER-DIRECTOR  
MARK G. GOODE

1985-86 Texas Farm to Market Road Program

IN REPLY REFER TO  
FILE NO.

Honorable Ralph Collins  
Mayor of East Mountain  
Rt. 1, Box 476  
Gilmer, Texas 75644

Dear Mayor Collins:

Attached is a copy of State Department of Highways and Public Transportation Commission Minute Order No. 84182 dated February 26, 1986 which designates a Farm to Market Road extending from the end of Farm to Market Road 1845, 0.6 mile northwest of Farm to Market Road 1844 northwest to Farm to Market Road 726, a distance of approximately 2.1 miles.

Note that the Minute Order is subject to acceptance by the Upshur County Commissioners Court not later than May 27, 1986; otherwise the action it contains will be automatically cancelled.

It is noted that a portion of the proposed road is located in the City of East Mountain. It is further noted that through an interlocal agreement, Upshur County was authorized to acquire right of way, adjust utilities and construct fences within the City of East Mountain on the previous project. Assuming that this same procedure will be followed on this project, we have drafted a new City Ordinance and Interlocal Agreement. Should this procedure be followed, please return a certified copy of each to this office.

Should you or other members of the City Council have any questions concerning this project, either I or a member of my staff will meet with you.

Sincerely yours,

L. L. Jester, Jr., P. E.  
District Engineer (19)

Attachments  
cc: Mr. Bybee W. Weisinger



INTERLOCAL GOVERNMENTAL AGREEMENT PURSUANT TO

ARTICLE 4413 (32c) T.C.S.

THE STATE OF TEXAS §

§

KNOW ALL MAN BY THESE PRESENTS:

COUNTY OF UPSHUR §

THIS AGREEMENT made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called UPSHUR COUNTY and the City of East Mountain, Texas, by and through its Mayor and its City Council, hereinafter called EAST MOUNTAIN, subject to approval of both governmental bodies within the provision of the Open Meeting Act and the law of the State of Texas shall be as follows:

W I T N E S S E T H

I.

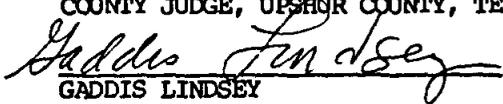
UPSHUR COUNTY agrees to acquire by purchase or eminent domain the right of way, pay utility adjustments, and fencing costs, if any. For and in consideration of which UPSHUR COUNTY is duly authorized to act as agent of EAST MOUNTAIN in the acquisition of said right of way within Corporation Limits by purchase and/or eminent domain proceedings, said rights of way extending from the end of Farm to Market Road 1845, 0.6 mile northwest of Farm to Market Road 1844 northwest to the City Limit, a distance of approximately 2.1 miles.

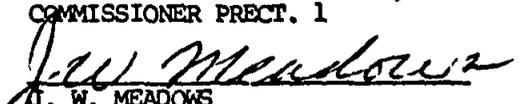
II.

EAST MOUNTAIN hereby appoints UPSHUR COUNTY, its agents, and representative to purchase said right of way and grants to UPSHUR COUNTY the authority to institute eminent domain proceedings to acquire land for said road in City Limits in East MOUNTAIN and EAST MOUNTAIN hereby authorizes UPSHUR COUNTY to take all lawful necessary acts to accomplish the purpose stated in this instrument, evidence of which EAST MOUNTAIN has heretofore passed its ordinance of such authority.

WITNESS OUR HANDS in triplicate, either of which may be used as an original, this the 16th day of May, A.D. 1986.

  
EVERETT DEAN  
COUNTY JUDGE, UPSHUR COUNTY, TEXAS

  
GADDIS LINDSEY  
COMMISSIONER PRECT. 1

  
J. W. MEADOWS  
COMMISSIONER PRECT. 2

Charles Still  
CHARLES STILL  
COMMISSIONER PRECT. 3

Paul Davis  
PAUL DAVIS  
COMMISSIONER PRECT. 4

ATTEST:

J. B. Hill, Jr.  
J. B. HILL, JR., COUNTY CLERK  
UPSHUR COUNTY, TEXAS



Ralph B. Collins  
RALPH COLLINS, MAYOR  
CITY OF EAST MOUNTAIN, TEXAS

Carlene Stewart  
CARLENE STEWART, ALDERMAN

Eugene Brown  
GENE BROWN, ALDERMAN

Jimmy DeWeese  
JIMMY DEWESE, ALDERMAN

Fabe Face  
FABE FACE, ALDERMAN

Linda Nance  
LINDA NANCE, ALDERMAN



Linda Price  
LINDA PRICE  
CITY SECRETARY, CITY OF  
EAST MOUNTAIN, TEXAS

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ORDINANCE NO. 44

AN ORDINANCE FOR THE CITY OF EAST MOUNTAIN; APPROVING AND ACCEPTING THE CONDITIONS OF MINUTE ORDER 84182, ADOPTED BY THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION ON FEBRUARY 26, 1986; AND AUTHORIZING THE MAYOR AND CITY COUNCILMEN TO EXECUTE FOR AND IN BEHALF OF THE CITY OF EAST MOUNTAIN, TEXAS, AN AGREEMENT BY AND BETWEEN SAID CITY AND THE COUNTY OF UPSHUR; FOR UPSHUR COUNTY TO ACQUIRE RIGHTS OF WAY FOR AND ON BEHALF AS THE AGENT OF EAST MOUNTAIN AND SAID UPSHUR COUNTY TO PAY FOR SAID ACQUISITION; DECLARE AN EMERGENCY; AND THIS ORDINANCE SHALL BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the State Department of Highways and Public Transportation Highway Commission has tendered a Minute Order to Upshur County authorizing construction of a Farm to Market Road from the end of Farm to Market Road 1845, 0.6 mile northwest of Farm to Market Road 1844, northwest to Farm to Market Road 726, a distance of approximately 2.1 miles, of which a portion is within the city limits of East Mountain, Upshur County, Texas; and

WHEREAS, the said City of East Mountain is financially unable to pay for said right of way, utility adjustments and lateral drainage, if any, expected of it, and that the acceptance of provisions and conditions in said Minute Order by both the City of East Mountain and the County Commissioners of Upshur County, Texas, in expediting the designing and construction of the said Farm to Market Road which will be beneficial both to the citizens of City of East Mountain, Upshur County, Texas, as well as the traveling public in general;

WHEREAS, the County of Upshur, acting by and through the Commissioners' Court, and acting upon the request of the City of East Mountain for assistance, has agreed to negotiate and acquire said right of way for and in behalf of the City of East Mountain and assume the financial responsibility for such acquisition and other necessary costs, and

WHEREAS, it is of mutual benefit for the City of East Mountain and Upshur County for the safety and protection of its citizens and the traveling public that an agreement be entered into by and between the City of East Mountain and the County of Upshur for said purpose and that it is expedient that this ordinance be passed;

NOW, THEREFORE, be it ordained by the City Council of the City of East Mountain:

Section 1. That the City of East Mountain concur and authorizes State Department of Highways and Public Transportation to construct a Farm to Market Road extending from Farm to Market Road 1845, 0.6 mile northwest of Farm to Market Road 1844 northwest to Farm to Market Road 726, a distance of approximately 2.1 miles and hereby accept the provisions contained in Minute Order No. 84182 tendered by the State Department of Highways and Public Transportation Highway Commission on February 26, 1986 for the improvement by the State Department of Highways and Public Transportation of the road above described and hereby pledged the City of East Mountain cooperation in every way with the County of Upshur.

Section 2. That the Mayor and City Council as a body are hereby authorized to execute for and on behalf of the City and that the City Secretary is hereby directed to attest to the Agreement and to affix the proper seal of the City thereto.

Section 3. That a copy of said Agreement is attached hereto and made a part hereof as though fully typed at this point.

Section 4. That the County of Upshur, upon the execution and approval of both parties of said agreement, is hereby duly authorize to act for and on behalf of the City of East Mountain with full powers of eminent domain in the name of the City inside the city limits all according to the terms of said contract.

Section 5. The fact that the City of East Mountain is financially unable to acquire said right of way and that the County of Upshur has graciously offered to acquire it for and on behalf of East Mountain and the construction of said highway is greatly needed in order to facilitate the safe flow of traffic within the said city, creates an emergency for the immediate preservation of the public's peace, health, safety and general welfare, is hereby declared an emergency and this ordinance shall take effect immediately from and after it's passage AND IS ACCORDINGLY SO ORDAINED.

PASSED this 14 day of April, 1986

APPROVED this 14 day of April, 1986.

*Ralph B. Collins*  
Ralph B. Collins  
Mayor, City of East Mountain

ATTEST:

*Linda Price*  
\_\_\_\_\_  
City Secretary

1986 MAY 16 PM 1:40

BY \_\_\_\_\_

RESOLUTION

"WHEREAS, by instrument recorded in Volume 141, Page 106, Upshur County, Deed Records, an easement for the purpose of straightening, widening, deepening and otherwise improving the drainage capacity of Cypress Creek with the right and privilege at all times of the State, or its agents, employees, workman and representatives having ingress, egress and regress in, along upon and across said easement (on East side of US 259), reference to said instrument and the record thereof being here made for all purposes, was granted by Mrs. Alice Ray, Et Al to the State of Texas, acting through the State Highway Commission; and

WHEREAS, a portion of the existing easement referred to above will no longer be needed for the use of citizens as an easement upon completion of the construction of US 259, said portion not needed being more particularly described as follows:

Tract 1

0.417 of an acre of land, more or less, same being a part of that certain 0.63 of an acre of land in the James Scott Survey, Abstract No. 665, in Upshur County, Texas, which said 0.63 of an acre tract was conveyed by Alice Ray, Et Al, to the State of Texas by deed dated August 9, 1940, of record in Volume 141, Page 106, Deed Records of Upshur County, Texas, which 0.417 of an acre of land, more or less, is more particularly described by metes and bounds as follows:

COMMENCING at a point in the South boundary line of a 121.85 acre tract conveyed to Francis Ray Northcutt by deed of record in Volume 463, Page 885, Deed Records of Upshur County, Texas, same being the North boundary line of a tract conveyed to Bobby G. Edney by deed of record in Volume 1040, Page 547, Deed Records of Gregg County, Texas, said point being 3,357.77 feet S 87°49'50" W along said boundary line from the apparent Southeast corner of said 121.85 acre tract, said point being on the proposed East right of way line of US 259, said point being 160.00 feet at right angles from the survey centerline of US 259, hereinafter referred to as the "survey centerline," at survey centerline station 16+90.07;

THENCE: N 11°24'51" E, 209.93 feet along the proposed East right of way of US 259 to a point, said point being 160.00 feet at right angles from survey centerline station 19+00.00;

THENCE: N 9°58'55" E, 600.19 feet along the proposed East right of way line of US 259 to a point, said point being 145.00 feet at right angles from survey centerline station 25+00.00;

THENCE: N 15°59'17" E, 1003.19 feet along the proposed East right of way line of US 259 to a point, said point being 225.00 feet at right angles from survey centerline station 35+00.00;

THENCE: N 11°24'51" E, 1164.10 feet along the proposed East right of way line of US 259 to a point in the South boundary line of the herein described tract for the POINT OF BEGINNING, said point being 225.00 feet at right angles from survey centerline station 46+64.10;

THENCE: N 11°24'51" E, 61.50 feet along the proposed East right of way line of US 259 to a point in the North boundary line of there herein described tract, said point being 225.00 feet at right angles from survey centerline station 47+25.60

THENCE: N 88°44'00" E, 296.35 feet along the North boundary line of the herein described tract to the Northeast corner of said tract;

THENCE: S 1°16'00" E, 60.00 feet along the East boundary line of the herein described tract to the Southeast corner of said tract;

THENCE: S 88°44'00" W, 309.85 feet along the South boundary line of the herein described tract to the point of beginning, containing 0.417 of an acre of land, more or less.

WHEREAS, it is expedient and advantageous for the owner of the fee in the land and the State Department of Highways and Public Transportation to effectuate an exchange of said portion of the existing easement described as Tract 1, as partial payment, for right of way needed by the State Department of Highways and Public Transportation for the construction of US 259, said right of way being described as follows:

Parcel 2C

9.252 acres of land, more or less, same being a part of that certain 517 acre tract of land in the James Scott Survey, Abstract No. 440, the John Lout Survey, Abstract No. 655, the Charles H. Cooper Survey, Abstract No. 81, and the H. G. Ray Survey, Abstract No. 660, in Upshur County, Texas, which said 517 acre tract was conveyed by Alice Ray in the following respective undivided proportions to Leonard Frank Ray (30 percent), Francis Ray Northcut (28 percent), Nellie Grace Ray Barclay (25 percent), and Myra

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Lynn Ray Roberts (17 percent) by deed dated March 16, 1970, of record in Volume 370, Page 859, which 10 acres of land was conveyed by Myra Lynn Ray Roberts, out of her 17 percent of the 517 acre tract, to Earl Roberts, Jr. by deed dated November 11, 1975, of record in Volume 372, Page 791, Deed Records of Upshur County, Texas, which 9.252 acres of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at a point in the South boundary line of said 517 acre tract, same being the North boundary line of a tract conveyed to Bobby G. Edney by deed of record in Volume 1040, Page 547, Deed Records of Gregg County, Texas, said point being 3,357.77 feet S 87°49'50" W along said boundary line from the apparent Southeast corner of said 517 acre tract, said point being on the proposed East right of way line of US 259, said point being 160.00 feet at right angles from the survey centerline of US 259, hereinafter referred to as the "survey centerline," at survey centerline station 16+90.07;

THENCE: S 87°49'50" W, 92.59 feet along the South boundary line of said 517 acre tract, same being the North boundary line of said Edney tract, to a point on the existing East right of way line of US 259;

THENCE: N 11°24'51" E, 3209.82 feet along the existing East right of way line of US 259 to a point on the North boundary of said 517 acre tract, same being the South boundary line of a tract conveyed by Roscoe Bandy et ux, to Ridley N. Wheeler et ux, by deed of record in Volume 242, Page 85, Deed Records of Upshur County, Texas;

THENCE: N 48°19'51" E, 50.00 feet along the North boundary line of said 517 acre tract;

THENCE: S 74°20'09" E, 125.00 feet along the North boundary line of said 517 acre tract;

THENCE: N 61°09'37" E, 0.41 feet along the North boundary line of said 517 acre tract to a point on the proposed East right of way line of US 259, said point being 225.00 feet at right angles from survey centerline station 49+09.12;

THENCE: S 11°24'51" W, 1409.12 feet along the proposed East right of way line of US 259 to a point 225.00 feet at right angles from survey centerline station 35+00.00;

THENCE: S 15°59'17" W, 1003.19 feet along the proposed East right of way line of US 259 to a point 145.00 at right angles from survey centerline station 25+00.00;

THENCE: S 09°58'55" W, 600.19 feet along the proposed East right of way line of US 259 to a point 160.00 feet at right angles from survey centerline station 19+00.00;

THENCE: S 11°24'51" W, 209.93 feet along the proposed East right of way line of US 259 to the POINT OF BEGINNING, herein described tract containing 9.252 acres of land, more or less, of which 2.084 acres are in the John Lout Survey and 7.168 acres are in the James Scott Survey.

"NOW, THEREFORE, BE IT RESOLVED by the Commissioners' Court of Upshur County, Texas, that the State Department of Highways and Public Transportation recommend that said exchange be executed according to Department policy."

Adopted this the 16th day of May, 1986.

COUNTY COMMISSIONERS

County Commissioner, Precinct 1

By: Gaddis Lindsey

County Commissioner, Precinct 2

By: Jew Meadows

County Commissioner, Precinct 3

By: David Boyd

County Commissioner, Precinct 4

By: \_\_\_\_\_

I, J. B. Hill, Jr., County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Commissioners' Court of Upshur County, Texas, at a meeting held on 16th day of May, 1986, as the same appears in the minutes thereof, and that the same is still in effect.

J. B. Hill, Jr.  
County Clerk  
Upshur County



1986 MAY 16 PM 1:40

BY \_\_\_\_\_

PROPOSAL FORM

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the landscape drawing prepared by Hobbs, Wiginton, Fawcett for contract #2900 for Landscaping and Irrigation on the Upshur County Justice Center.

ITEM I.	IRRIGATION	\$ <u>4 400.00</u>
ITEM II.	LANDSCAPE	\$ <u>6 978.65</u>
ITEM III.	PERFORMANCE & PAYMENT BOND	\$ <u>568.93</u>

The bidder also agrees to complete the work in 5 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ ~~348.93~~ 568.93, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

to (or) ~~assign~~ (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: E. A. Ritchie  
Signature E. A. Ritchie

Owner & Landscaping Contractor  
Title

Troup Nursery  
Company

(SEAL - If bidder is a Corporation)

TROUP BANK & TRUST COMPANY  
TROUP, TEXAS

N<sup>o</sup> 82296

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E. A. Ritchie  
REMITTER

5-16-86

PAY TO THE ORDER OF Upshur County Commissioner's Court

8 568.93

TROUP BANK & TRUST COMPANY  
56893 CTS

CASHIER'S CHECK

*Sam Evans*  
VICE PRESIDENT ASST CASHIER

⑆111906776⑆

Upshur County Justice Center  
Gilmer, Upshur County, Texas

April 30, 1986

LANDSCAPE and IRRIGATION

SCOPE OF WORK

Provide a complete fully automatic irrigation system for all planting areas. Installation is to be by registered landscape irrigator.

Furnish and install all plants, trees, ground cover and mulch complete in place.

Provide temporary support for all tall shrubs and trees.

Maintain plantings until owner's acceptance.

Replace any plants or trees that fail to achieve full growth within one year.

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the landscape drawing prepared by Hobbs, Wiginton, Fawcett for contract #2900 for Landscaping and Irrigation on the Upshur County Justice Center.

ITEM I. IRRIGATION \$ 4128.00  
ITEM II. LANDSCAPE \$ 16007.00  
ITEM III. PERFORMANCE & PAYMENT BOND *Not Applicable* \$ Page 2 Article 15

The bidder also agrees to complete the work in 30 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 16616.45, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

to (or) ~~not to~~ (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: Paul Hoffmann  
Signature

Owner  
Title

Planters Paradise  
Company

(SEAL - If bidder is a Corporation)

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**BANK MONEY ORDER**

No 128597

Remitter Earl Hoffman

88-560/1119

May 16 19 86

Pay to the order of Upshur County Commissioners Court

\$ 1,006.45

FIRST NATIONAL BANK **1006 DOLS 45 CTS**

Dollars



FIRST NATIONAL BANK  
Gilmer, Tex. 75641

Notice: The purchase of an (REDEMPTIBLE BONDS) will be required before any official check of this bank will be replaced or returned in the event it is lost, misplaced or stolen.

Linda Kump

⑆128597⑆ ⑆111905609⑆ ⑆0150060101



PROPOSAL FORM

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PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the landscape drawing prepared by Hobbs, Wiginton, Fawcett for contract #2900 for Landscaping and Irrigation on the Upshur County Justice Center.

ITEM I.	IRRIGATION	\$ <u>6150.00</u>
ITEM II.	LANDSCAPE	\$ <u>13,850.00</u>
ITEM III.	PERFORMANCE & PAYMENT BOND	\$ <u>597.88</u>

The bidder also agrees to complete the work in 30 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 1,000.00, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

~~to~~ (or) ~~assign~~ (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

VOL. 27 NO 348

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: James Stovall  
Signature

General Manager-James Stovall  
Title

Fairview Nursery, Longview, TX  
Company

(SEAL - If bidder is a Corporation)

**LONGVIEW BANK & TRUST** P O BOX 3188  
LONGVIEW TEXAS 75608

VOL. 27 PG. 349  
069280

DATE MAY 16 86

REMITTER Fairview Nuraery

PAY **LONGVIEW BK. & TR. CO. 1,000.00 DTS** \$1000.00

TO THE ORDER OF Upshur County Justice Center

**CASHIER'S CHECK**

VICE PRESIDENT ASSISTANT CASHIER

NOTICE TO CUSTOMERS  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST MISPLACED OR STOLEN

RECEIVED BY COUNTER SIGNER  
*[Signature]*

*[Signature]*  
AUTHORIZED SIGNATURE

⑈069280⑈ ⑆111923238⑆ ⑆0197149⑆

PROPOSAL FORM

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as specified in the project documents prepared by Hobbs, Wiginton, Fawcett for contract #7951 for Caulking on the Upshur County Justice Center.

ITEM I. CAULKING AND SEALANT

\$ 5150.<sup>00</sup>/<sub>XX</sub>

The bidder also agrees to complete the work in 60 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$                     , in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

to (or) not to (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: W. A. Blackwell  
Signature

Owner  
Title

Carl Texas Winterproofing  
Company

(SEAL - If bidder is a Corporation)

VOL. 27 PG 352



34394

REMITTER

East Texas Weatherproofing

MAY 16 86

99-327/1131

DATE

\$ 260.00

PAY TO THE ORDER OF

Upshur County

FIRST NATIONAL BANK JACKSONVILLE, TEXAS 78706  
FED. NAT'L BK. JACKSONVILLE 260000015

# CASHIER'S CHECK

NOT VALID OVER \$10,000.00  
UNLESS COUNTERSIGNED

*Adelle Jenkins*  
CASHIER

rmf/ch 1.50

⑈034394⑈ ⑆113103276⑆ ⑈5000017⑈

3

PROPOSAL FORM

VOL. 27 PG. 353

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as specified in the project documents prepared by Hobbs, Wiginton, Fawcett for contract #7951 for Caulking on the Upshur County Justice Center.

ITEM I. CAULKING AND SEALANT \$ 9,198.00

The bidder also agrees to complete the work in thirty (30) working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 460.00, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

to (or) ~~XXXXXXXX~~ (Strike One)

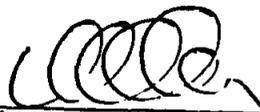
assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (1) the price of par flat for the certificates (no accrued

VOL 27 PG. 354

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By:   
Signature Bill Miller  
President  
Title  
Hayes Miller Roofing, Inc.  
Company

(SEAL - If bidder is a Corporation)

**LONGVIEW BANK & TRUST** P. O. BOX 3188  
LONGVIEW, TEXAS 75608

VOL. 27 068869 385

REMITTER Hayes-Miller Roofing

DATE MAY 16 86

**PAY**

\$ 460.00

TO THE ORDER OF

Upshur County Justice Center  
Judge Everett Dean

LONGVIEW BK. & TR. CO. 460000 CTS

**CASHIER'S CHECK**

VICE PRESIDENT ASSISTANT CASHIER

NOTICE TO CUSTOMERS  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

ML #1 COUNCIL SIGNED

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

⑈069269⑈ ⑆111923238⑆ ⑈019214⑈

f

PROPOSAL FORM

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the project documents prepared by Hobbs, Wiginton, Fawcett for contract #15999 for Testing and Air Balancing on the Upshur County Justice Center.

ITEM I. TESTING AND AIR BALANCING

\$ 6,510<sup>00</sup>

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 325.50, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

to (or) ~~not to~~ (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: Alvin Fisher  
Signature

PRESIDENT  
Title

AIR MASTERS  
Company

Test & Balance Engineers  
4744 Dixie Garden Rd  
Shreveport, Louisiana 71105

(SEAL - If bidder is a Corporation)

VOL. 27 PG.



FIRST BANKERS TRUST

BOSSIER CITY, LOUISIANA 71171

No. 01091

84-341  
1111

AIR MASTERS  
REMITTER

MAY 12 19 86

PAY TO THE ORDER OF UPSHUR COUNTY COMMISSIONERS COURT

\*\*\*325.50\*\*

FIRST BANKERS TRUST 325 dol's 50 cts

NOTICE TO CUSTOMERS

The purchase of an indemnity bond will be required before any official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

BANK MONEY ORDER

*[Signature]*  
AUTHORIZED SIGNATURE

⑈001091⑈ ⑆111103411⑆ 95710 0099 6⑈

3

PROPOSAL FORM

VOL. 27 PG. 359

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the project documents prepared by Hobbs, Wiginton, Fawcett for contract #10400 for Signage on the Upshur County Justice Center.

\* 10990 Mix Specifier

ITEM I. JAIL

\$4,000<sup>00</sup>

ITEM II. JUSTICE CENTER

\$11,698<sup>00</sup>

The bidder also agrees to complete the work in 3 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 0 - 00, in compliance with the specification requirements. (5% of highest amount bid). \* NOT REQUIRED IF UNDER 25,000 \*

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

~~to~~ (or) not to (Strike One)

assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued

interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: *James William*  
Signature

M.B.R.  
Title

JOHN W. DOLPH  
Company

Executive  
1000 9th St  
St. Louis, MO 63106  
(314) 241-9918

(SEAL - If bidder is a Corporation)

PROPOSAL FORM

VOL. 27 PG. 341

PROJECT: Upshur County Justice Center  
Gilmer, Texas

BID DATE: May 16, 1986  
BID TIME: 2:00 p.m.

TO: Judge Everett Dean

1. Pursuant to and in compliance with the invitation to bid, the undersigned proposes and agrees to fully perform the work as outlined in the scope of work and as shown on the project documents prepared by Hobbs, Wiginton, Fawcett for contract #10400 for Signage on the Upshur County Justice Center.

ITEM I. JAIL

§ SEE ATTACHED BREAK DOWN

ITEM II. JUSTICE CENTER

§ SEE ATTACHED BREAK DOWN

The bidder also agrees to complete the work in 60 working days.

The bidder acknowledges that he has visited the site and is fully aware of the site conditions.

2. If awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage with the Owner for the entire work as per the contract documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a certified check or bidder's bond in the amount of \$ 400.00, in compliance with the specification requirements. (5% of highest amount bid).

The above check or bidder's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. If the bidder is awarded the contract, it is requested that interest-bearing certificates of obligation (or claims and accounts representing an undivided interest in such certificates) be delivered to him in payment of any amount your governing body determines is to be paid thereby, and the bidder now elects:

(or) not to (Strike One)

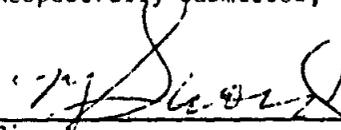
assign such certificates of obligation (or claims and accounts) to the financial institution with whom the Owner has made arrangements upon the receipt of (i) the price of par flat for the certificates (no accrued



interest, only the principal amount of such certificates to be received) and (ii) the face amount of a claim and account. It is understood that such assignment is to be made without recourse within 5 days after the receipt of such certificates and/or claims and accounts by the Contractor. In the event no election is clearly shown, the governing body may assume this bidder elects to assign any certificates of obligation (or claims and accounts) in accordance with the foregoing terms or the bid may be rejected.

5. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: 

Signature

EXECUTIVE VICE PRESIDENT

Title

W. E. SWORD COMPANY, INC.

Company

(SEAL - If bidder is a Corporation)

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SOUTH Broadway Bank

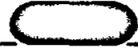
Nº 006239

W. E. SWORD CO., FOR UPSHUR CO.  
REMITTER

TYLER, TEXAS

MAY 14 1986

PAY TO THE ORDER OF R. E. HABLE CO.



\$ 400.00

SOUTH BROADWAY BANK 400dol's00cts

CASHIER'S CHECK

VALID CHECK \$ 400.00 ONLY... NIENSIGHEF  
VICE PRESIDENT [Signature] ASSISTANT CASHIER

006239# 01119143150

10 1763 2101

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