

FILED FOR RECORD: 2-28- 1978 at 11:00 o'clock A M
DULY RECORDED: 3-2- 1978 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER COUNTY CLK.
BY Grace Bostick Deputy

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
JANUARY 30, 1978

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A Special Meeting of the Commissioner's Court met on Monday January 30, 1978 at 10:00 A.M. All members being present. The meeting was opened with prayer by Commissioner James R. Jordan.

A motion was made by Commissioner Riley and seconded by Comm. Lowe to appoint Mr. Elmer Ray Oates as Alternate Judge for Absentee Election. All voted yes and none no. He replaced Mr. Holland.

A motion was made by Commissioner Jordan and seconded by Comm. Fowler to accept the Bid of Jack Lane Ford, Inc. for two new automobiles for the Sheriff's Dept. No other Bids were received at this time. A bid from Ogden Chev. was received later but was to late for considering. See attached Bids.

Three Bids on a Truck for Pct. #4 were received. Commissioner Jordan made a motion which was seconded by Comm. Riley to table for futher study and discuss the date of delivery. All voted yes and none no. Bids to be opened Feb. 13, 1978.

A motion was made by Commissioner Riley and seconded by Comm. Fowler to approve the Airport Contract. Attachment will follow from County Attorney Brockman. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Comm. Jordan to advertise for Bids on Equipment for Commissioners, to be added to other supplies, in the proress of advertisement. Bids to be opened Feb. 13, 1978. See Attached Specifications. All voted yes and none no.

A motion was made by Commissioner Jordan and seconded by Comm. Riley to table the discussion of Insurance on the Dumps, until Feb. 13, 1978. All voted yes and none no.

A motion was made by Commissioner Jordan and seconded by Comm. Riley to advertise for Bids on a Microwave Oven that will take care of two dinners and be able to use Foil in it. All voted yes and none no. Bids to be opened Feb. 13, 1978. See attached.

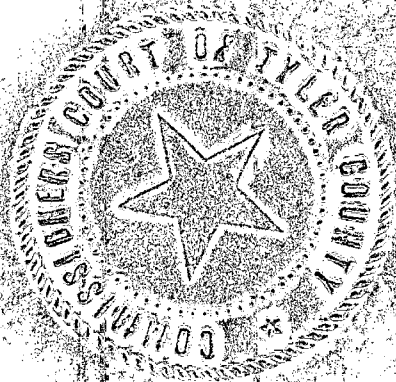
A motion was made by Commissioner Jordan and seconded by Comm. Riley to approve permission for County Treasurer Austin Fuller, to attend Civil Defense Conference in Austin, Texas, February 15, and 16, 1978. All expense paid. All voted yes and none no.

A motion was made by Commissioner Jordan and seconded by Comm. Riley to transfere from Capital Improvement Fund into Right-of-way Fund, \$22000.00 to buy rightof ways for extension on Farm Road #92. All voted yes and none no.

Commissioner Riley made a motion which was seconded by Comm. Lowe to table the Bond Issue until the Highway Dept. can get more information together. All voted yes and none no.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Leon Fowler Leon Fowler, Comm. Pct. #3
James R. Jordan James R. Jordan, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk



THE STATE OF TEXAS

X

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COUNTY OF TYLER

X

KNOW ALL MEN BY THESE PRESENTS, THAT:

LEASE AGREEMENT

This agreement and contract is made and entered into by and between Tyler County, Texas hereinafter referred to as LESSOR, and ABC Aviation hereinafter referred to as LESSEE.

WITNESSETH:

1. PROPERTY: The property covered by and included within this Lease Agreement lies within the boundaries of the TYLER COUNTY AIRPORT and is described as follows:

Starting at the drainage ditch which is on the east side of the airport road and perpendicular to the airport road just northeast of the Rodeo Grounds, proceeding north from that point and paralleling the active runway for 1200 feet and from the drainage ditch on the east side of the airport road starting at the airport's main entrance proceeding from that point 130 feet to the east for a total of 156,000 square feet. This is exclusive of the space that the present mobil home now occupies. Additional property shall be let on an "as need" basis as determined by the Airport Advisory Board and Commissioners Court.

2. PURPOSE: Lessee shall have the non-exclusive right to perform the following aeronautical services in connection with airport operation:

Sale of aircraft and accessories or supplies; sale of aviation fuel and oil; repair, painting, and maintenance of aircraft; flight instruction both air and ground; air charter operations; aerial photography, survey and pipeline patrol; aircraft rental; operation of car rental agency; the rental of aircraft hangers and hanger space; and taking of tie down and landing fees. It is agreed that the list in this paragraph is not intended to be all inclusive and that Lessee has the right to perform any other service normally associated with aircraft operations.

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3. **TERMS:** This lease shall be for a term of five (5) years with a total of four (4) five year renewal periods. If the lessee is desirous of continuing the lease at the end of a five year renewal period then he shall give the lessor notification in writing not less than 90 days prior to expiration of the current terms. The parties shall renegotiate a new lease with lessee having the first right of refusal under any new lease before such lease is offered either by bid or private contracts to any other party.

4. **RENTAL:** Rental during the five year period shall be \$3,120.00 per year based on 2¢ per square foot of the area covered by the tract herein described, payable one year in advance. If during this contract period other leases are let by the lessor to similiar aviation associates business the rental charged these parties shall in no way be less than that currently being charged the lessee named in this contract. If Lessee shall abandon the premises for a period of thirty (30) days or more, or if Lessee is not satisfactorily providing aircraft services or performing other covenants of this agreement, then, and in said events, County may immediately or any time thereafter, have the right to terminate and end this lease and the term hereby granted as well as the right, title and interest of Lessee hereunder by giving Lessee 30 days notice in writing and it is agreed that upon the expiration of the term fixed in such notice if the non-payment, default, or other cause of termination specified in such notice shall not have been cured, this lease and the term hereby granted and decreedd as well as the right, title and interest of Lessee hereunder shall, at the option of the County or those claiming under it wholly cease and expire. Additionally, if any legal action is filed to enforce this lease or any part thereof, the proving party be entitled to recover reasonable attorney's fees to be fixed by the court, and costs of said action.

5. **REVENUE:** Lessee shall set rates and collect revenue generated from property included in described tract as long as charges by lessee are

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within the guideline set forth by the Airport Advisory Board and Commissioners Court. If the Lessee is instrumental in letting additional leases to Aviation associated business at Tyler County Airport he shall receive the revenue from their lease contracts.

6. IMPROVEMENTS: It is expressly understood and agreed that all structures and/or improvements placed on the premises by lessee shall remain the property of the lessee. Lessee may remove an improvement and/or properties at the termination of his lease if lessee is not delinquent under the terms hereof and subject to restoring and cleaning the premises after such removal except any concrete or asphalt type pads, drives and taxiways or parking area. These actions shall be completed not more than thirty (30) days after termination. If lessee abandons his structures or improvements, or ceases to perform as an airport operator for the period of time hereto mentioned he shall be allowed to retain ownership of said improvements or structures for a period of ten (10) years as long as this property is utilized as set forth in this contract. If at the end of this ten (10) years, the lessee does not choose to extend his ownership for an additional ten (10) years, the ownership of said structures of Improvements will pass and revert to the County of Tyler. In no way shall the lessee retain ownership of these improvements or structures in excess of twenty (20) years from date of their existance without said improvements or structures passing and reverting to the County of Tyler. If during the period of this lease the active runway or runways are closed for an extended period of time due to improvements or repair considerations will be made toward the lessee knowing that the lessee generates revenue from aircraft activities.

Plans and specifications for any and all improvements to be made on the property covered hereby must be submitted to Tyler County Airport Board, the Tyler County Commissioners, and their approval obtained prior to commencement of construction. The County, acting through its Building Inspector and

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Other inspectors shall have free access to the property covered hereby and to the improvements thereon for the purpose of determining that construction conforms to the plans and specifications approved by the Commissioners Court and to determine if the building and improvements are being maintained as required in this Lease Agreement. It shall be Lessee's responsibility to take such actions as are necessary to insure that the construction of improvements and any later maintenance work is conducted without interference to other Lessees, the F.A.A. and aviation activity which is the principal purpose of the maintenance of the airport. Any activity which interferes with or endangers aviation activity will be immediately discontinued when so required by the Tyler County Airport Board or any duly authorized F.A.A. official. Lessee shall have an appeal from any such order to the Tyler County governing bodies.

7. STANDARDS: A standard of not less than three (3) fully operating aircraft suitable for flight instruction, plane rental and charter service will be maintained as a minimum by lessee. Lessee shall also provide a F.A.A. approved flight school in full accordance with F.A.R. Part 141 and/or Part 61. These basic standards set forth shall be a minimum for this airport operator or any other airport operator lessee during this contract period.

8. UTILIZATION OF AIRPORT APRON NOT COVERED IN LEASE: The lessor authorized the lessee to be the aircraft movement and parking operator and to collect revenue for such actions. Rate charges will be in the form of tie down fees and not landing fees and said fees will be within the guideline set forth by the Airport Advisory Board and the Commissioners Court.

9. MAINTENANCE: The lessee agrees to keep the airport property mowed and in a clean and orderly appearance. Lesser agrees to service the runway, beacon, and windsock lights and the lessor agrees to furnish the electricity and globes for such facilities. In return for these actions the County of Tyler shall give the lessee an annual credit of \$3,120.00 toward his annual rental charges applied a year in advance. Any revenue generated

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from the above actions by the Lessee shall be totally his in its entirety.

10. LANDING FEES: Landing fees for aircraft weighing over 12,500 pounds will be authorized with rate set and collected by the lesser with rate charges approved by the Airport Advisory Board and Commissioners Court.

11. CONDITIONS: It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants, and agreements contained in those certain contracts, agreements, resolutions and actions of the County of Tyler, constituting agreements between the County of Tyler and the United States of America and its agents including, but not limited to the Federal Aviation Agency and all regulations now and hereafter imposed upon the County of Tyler, the lessor herein; and that the County and Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference.

12. ASSIGNING: This contract and agreement shall not be assigned or transferred or sublet by lessee without the consent in writing of Lessor.

13. LIABILITY: Lessee agrees to hold the Lessor harmless from any claims, demands or causes of action asserted by third persons arising directly or indirectly out of Lessee's use of the buildings and premises and the conduct of Lessee's business in connection therewith, insofar as said claims, demands and causes of action may be covered by liability insurance to be carried by Lessee in amounts and with companies acceptable to Lessor during the term of this Lease.

14. OPERATION: Lessee agrees to operate the premises leased for the use and benefit of the public.

(1) To furnish good, prompt, and efficient services adequate to meet all the demands for its service at the airport;

(2) To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof; and

(3) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make

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reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

15. DISCRIMINATION: The Lessee in exercising any of the rights or privileges herein granted to it shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. The Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

16. SELF MAINTENANCE: It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

17. NON-EXCLUSIVE: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

18. DEVELOPMENT OF AIRPORT: Lessor reserves the right to further develop or improve landing areas, taxi, and parking areas on the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

19. NATIONAL EMERGENCY: During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

20. AERIAL APPROACHES: Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on or adjacent to the airport which,

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in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.


21. TERMINATION: Lessor shall not terminate this Lease on account of Lessee's failure to observe the terms and conditions and obligations herein imposed on Lessee, unless Lessee fails to correct the delinquencies complained of within ten (10) days after receipt of written notice of such delinquencies, except for such things as Lessee should do or discontinue doing or correct which create a danger or are derogatory to aviation activities in which event the delinquency shall be cured by Lessee immediately. Conditions or circumstances creating a dangerous situation or derogatory to aviation activities shall be conclusive as to Lessee if the determination is made by the F.A.A. or the Tyler County Airport Board.

The term derogatory as herein used, shall mean those things which hinder or render aviation activities inconvenient.

EXECUTED IN MULTIPLE ORIGINALS by and on behalf of the County of Tyler this the 8 day of FEB, 1978.

ABC AVIATION

COUNTY OF TYLER


Owner


County Judge



JACK LANE FORD, Inc.

104 Pine Street Telephone 713 283-2526
WOODVILLE, TEXAS 75979

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January 30, 1978

Office of County Clerk
County of Tyler, Texas
Courthouse
Woodville, Texas 75979

Subject: Bid for two new automobiles for Sheriff's Office

Jack Lane is pleased to offer the following described vehicles in response to the "Bids for two new automobiles for Sheriff's Office" due 10:00 A.M. January 30, 1978:

1978 Ford LTD 4 Door Sedan
White in color

STANDARD EQUIPMENT INCLUDED:

Steel-Belted Radial Tires
Sound Package
Bright Roof Drip Rail Molding
Front Bumper Guards
Foam on Springs Front Seat
Vinyl Insert Bodyside Molding
Bright Rocker Panel & wheelip moldings
Soft Vinyl Headliner
Heater with 3 Speed Blower
Color-Keyed Cut Pile Carpeting
All Vinyl Door Trim Panels
Dura-Spark Solid-State Ignition
Select Shift Cruise-O-Matic Transmission
Power Steering
Power Front/Disc/Rear Drum Brakes

OPTIONAL EQUIPMENT INCLUDED:

351 " V-8 Engine
AM Radio
Selectaire Air Conditioner
Spot Light
All Vinyl Seat Trim
Rear Bumper Guards
Left Hand Remote Control Mirror

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BID PRICES for each UNIT:

LTD STOCK # 2007
RETAIL PRICE -----6,834.00
LESS TRADE-IN 75 FORD----- 1,300.00
NET TOTAL \$5,534.00

LTD STOCK # 2042
RETAIL PRICE-----7,192.00
LESS TRADE-IN 75 CHEVROLET-----2,383.00
NET TOTAL \$4,809.00

DELIVERY:

Both LTD Fords submitted for this bid are in inventory, serviced-out, and available for immediate delivery.

Jack Lane Ford Inc.

NOTICE TO BIDDERS

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Sealed bids addressed to the County of Tyler, for the following:

One Micro-Wave Oven

Capacity to use aluminum foil containers with timer to run from 110 Volt outlet.

Accomodate two T.V. Dinners, size 14 inches wide and 12 inches deep.

will be received in the Office of the County Clerk, County of Tyler, Texas, Courthouse, Woodville, Texas, until 10:00 am/pm, on Monday, 13th. day of February, 1978, at which time and place all bids received shall be opened and read.

Further information and details are available in the office of the County Clerk, County of Tyler, Texas. The County of Tyler reserves the right to reject any or all bids and to waive informalities.

Grace Bostick

GRACE BOSTICK
County Clerk
Tyler County, Texas.

Page 4-B TELL 'EM YOU

NOTICE

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GRACE BOSTICK
COUNTY CLERK
TYLER COUNTY, TEXAS. 5-2c



JACK LANE FORD, INC.
104 PINE STREET
WOODVILLE, TEXAS
75979

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Bids For Two New Automobiles For Sheriff's Office

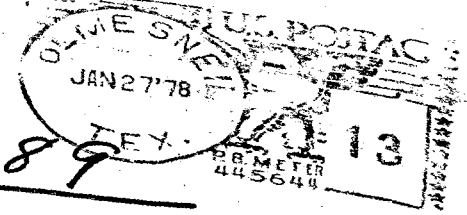
Office of the County Clerk
County of Tyler, Texas
Court house
Woodville, Texas

78



Ogden Chevrolet, Inc.
P.O. Box 8
Colmesneil, Texas 75938

QUALITY
with a
FAIR
PRICE



501 4 Pg 289

BID

Grace Bostick, County Clerk
Tyler County Courthouse
Woodville, Texas 75979

NO. _____ TIME: 10:40

JAN 30 1978

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: *Celia Collier*

SEE WHAT'S
NEW TODAY
IN A
CHEVROLET.