

FILED FOR RECORD: 2-20-1981 at 11:00 o'clock A M
DULY RECORDED: 2-24-1981 at 9:00 o'clock A M
INSTRUMENT NO: GRACE BOSTICK, TYLER COUNTY CLERK

Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
JANUARY 26, 1981

A Special Meeting of the Commissioner's Court, met on Monday January 26, 1981 at 10:00 A.M. All members being present. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to re-appoint Mr. Paul Walker, as the Veterans Service Officer, for Tyler County, for one year. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to accept the Contract from Thomas Fortenberry, on the Elevator for the Courthouse. This Contract was signed. All voted yes and none no. The Bid Bond and Insurance Certificate is attached to the Contract.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to table the opening of Bids on Sheriffs car, temporarily. (Later during the meeting). All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to amend and appoint Commissioners Adnell Odom and Jerry Mahan to be responsible for maintenance of the Jail, Commissioner Riley was assigned to the Airport, Commissioner Lowe the County Dump, and County Judge Sturrock, over the Courthouse. All voted yes and none no.

A group of citizens, with O.B. Fortenberry, as speaker, appeared before the Court and asked for permission to fly Model Airplanes, at the Tyler County Airport. These citizens were a formed Club. A motion was made by Commissioner Riley and seconded by Commissioner Odom for County Atty. Joe Smith to present an opinion to the Court concerning this request. Commissioners Riley and Mahan will assist Atty. Smith in preparing rules and regulations for members to abide by. Only members of the Club would be allowed to participate in this performance. This opinion from the County Atty. will be presented at the next meeting, of the Commissioner's Court. All voted yes and none no. Attached is their presentation.

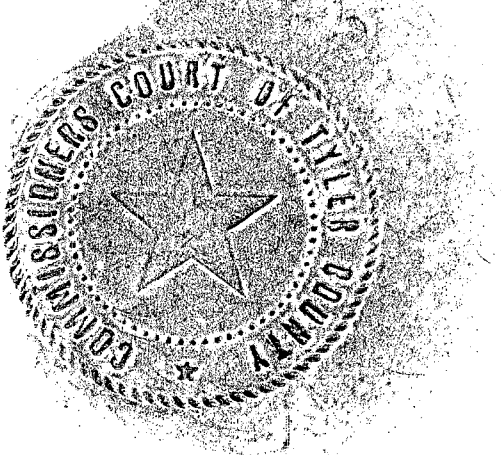
A motion was made by Commissioner Odom and seconded by Commissioner Lowe to accept the Bid of Knapp Ford Sales, Inc. Woodville, Texas 75979, for a patrol car for the Sheriff's Office. This was the only Bid, which was \$7629.00. Commissioners Lowe, Odom and Riley voted yes and Commissioner Mahan abstained. See attached Bid.

A motion was made by Commissioner Riley and seconded by Commissioner Odom for the Court to support the Senate Bill 150. A Resolution to be presented by the County Judge. All voted yes and none no.

There being no further business, the meeting adjourned.

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006.6

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Jerry Mahan Jerry Mahan, Comm. Pct. #3
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk



00L.6

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

**Standard Form of Agreement Between
Owner and Contractor**

Short Form Agreement for Small Construction Contracts

Where the Basis of Payment is a

STIPULATED SUM

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

*For other contracts the AIA issues Standard Forms of Owner-Contractor Agreements and Standard General Conditions
of the Contract for Construction for use in connection therewith.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this ~~Twenty-sixth~~ (26) day of January in the year Nineteen
Hundred and Eighty One

BETWEEN the Owner: Tyler County

and the Contractor: Thomas C. Fortenberry

the Project: Tyler County Courthouse - Elevator Installation

the Architect: A/E Project Management Services,
Don R. Cole, Architect

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

installation of an elevator and related renovation work
in the Tyler County Courthouse.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced

within seven (7) days of the date of this contract

and completed within 200 days thereafter with such work being

scheduled and coordinated with the Owner so as to minimize hazard
and inconvenience to the Owner and the public.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change
Order as provided in the General Conditions, in current funds, the Contract Sum of (83,595.75)
(State here the lump sum amount, unit prices, or both, as desired.)

Eighty three thousand, five hundred, ninety five dollars and seventy
five cents.

ARTICLE 4
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

Payments shall be made on applications for payments each month which have been properly submitted to the Architect by the last day of the previous month and which have been approved by the Architect and the Owner. The Owner shall withhold 10% of each approved payment amount each month.

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are enumerated as follows:
(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

The Agreement (AIA Document A 107) dated January 16, 1981;
General Conditions (AIA Document A 201) 1976 Edition;
Supplementary General Conditions, dated December 8, 1980;
Drawings (Sheets # 1, 2, 3, 4, & 5) dated January 5, 1981;
Specifications, dated December 8, 1980.

GENERAL CONDITIONS

ARTICLE 7
CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, Change Orders, and written interpretations of the Contract Documents issued by the Architect. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 The Contract Documents shall be signed in not less than triplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8
ARCHITECT

8.1 The Architect will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

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

8.3 The Architect will 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 will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's

failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.

8.5 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the Contractor. All his decisions are subject to arbitration.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9
OWNER

9.1 The Owner shall furnish all surveys.

9.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

9.3 The Owner shall issue all instructions to the Contractor through the Architect.

ARTICLE 10
CONTRACTOR

10.1 The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of

the Work, and shall notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the Architect for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

10.10 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**ARTICLE 11
SUBCONTRACTS**

11.1 A Subcontractor is a person who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

**ARTICLE 12
SEPARATE CONTRACTS**

12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

12.2 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

**ARTICLE 13
ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**ARTICLE 14
ARBITRATION**

All claims or disputes arising out of this Contract 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. Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen.

**ARTICLE 15
TIME**

15.1 All time limits stated in the Contract Documents are of the essence of the Contract.

15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Architect may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**ARTICLE 16
PAYMENTS**

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to another contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

**ARTICLE 17
PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

**ARTICLE 18
CONTRACTOR'S LIABILITY INSURANCE**

The Contractor and each separate Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and

other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 10.10. Certificates of such insurance shall be filed with the Owner and each separate Contractor.

**ARTICLE 19
OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

**ARTICLE 20
PROPERTY INSURANCE**

20.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

20.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

20.3 The Owner shall file a copy of all policies with the Contractor prior to the commencement of the Work.

20.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

**ARTICLE 21
CHANGES IN THE WORK**

21.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner or the Architect as his duly authorized agent.

21.2 The Contract Sum and the Contract Time may be changed only by Change Order.

21.3 The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

**ARTICLE 22
CORRECTION OF WORK**

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 22 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

**ARTICLE 23
TERMINATION BY THE CONTRACTOR**

If the Architect fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner

payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

**ARTICLE 24
TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

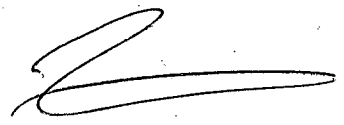
**ARTICLE 25
MISCELLANEOUS PROVISIONS**

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This Agreement executed the day and year first written above.

OWNER TYLER COUNTY

CONTRACTOR 

x 

Thomas C. Fortenberry

Judge Allen Sturrock

THIS IS TO CERTIFY that the following policies, subject to their terms, conditions and exclusions, have been issued by this company:

This is not a policy of insurance, nor is it an endorsement making the person, firm or corporation at whose request it is issued an additional insured on the policy or policies referred to herein. In the event of cancellation of any such policy or policies, the company will endeavor to give the principal named herein 10 days written notice prior to cancellation. If the number of days is not stated herein, then the maximum period of notice shall be five (5) days.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED

NAME AND ADDRESS OF INSURED

County of Tyler
c/o Judge Allen Sturrock
Courthouse
Woodville, Texas 75979

Thomas C. Fortenberry
P. O. Box 878
Woodville, Texas 75979

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by policies shown below.

TYPE OF INSURANCE	POLICY NUMBER*	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY*
Workmen's Compensation				Statutory In conformance with the Compensation Law of the State of
Public Liability Bodily Injury	5404254975	8/15/80	8/15/81	\$ 500,000. Each Occurrence
				\$ 500,000. Aggregate Products
Public Liability Property Damage	5404254975	8/15/80	8/15/81	\$ 100,000. Each Occurrence
				\$ 100,000. Aggregate Operations
				\$ Aggregate Protective
				\$ Aggregate Products
				\$ Aggregate Contractual
Automobile (Bodily Injury)				\$ Each Person
				\$ Each Occurrence
Automobile (Property Damage)				\$ Each Occurrence
				\$
				\$
				\$
				\$
				\$

*Absence of any appropriate entry means no such insurance is in force.

REMARKS:

copy to; Crum & Forster Ins. Companies
Floyd West & Co. Ins. Managers
P. O. Box 7590
Beaumont, Texas 77706

Dated Jan. 15, 1981

FM. 103.0.53 (9-74)

United States Fire Ins. Co.

(Company)
Collier Insurance Agency - Woodville, Tx

By: *[Signature]*

CERTIFICATE OF INSURANCE

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This is to certify that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois

has in force for

Thomas C. Fortenberry DBA Thomas C. Fortenberry General Contractor

Name of Policyholder

Post Office Box 878, Woodville, Texas 75979

Address of Policyholder

location of operations _____

the following coverages for the periods and limits indicated below.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD (eff./exp.)	LIMITS OF LIABILITY																																					
90 0098905	<input type="checkbox"/> Comprehensive General Liability	4/1/80 - 4/1/81	<input checked="" type="checkbox"/> Dual Limits for: <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;">BODILY INJURY</td> </tr> <tr> <td style="width: 50%;">Each Occurrence</td> <td style="text-align: right;">\$ <u>500,000.00</u></td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">\$ <u>500,000.00</u></td> </tr> <tr> <td colspan="2" style="text-align: right;">PROPERTY DAMAGE</td> </tr> <tr> <td>Each Occurrence</td> <td style="text-align: right;">\$ <u>250,000.00</u></td> </tr> <tr> <td>Aggregate*</td> <td style="text-align: right;">\$ <u>500,000.00</u></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Combined Single Limit for:</td> <td style="text-align: right;">BODILY INJURY AND PROPERTY DAMAGE</td> </tr> <tr> <td colspan="2">Each Occurrence</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2">Aggregate</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="3">CONTRACTUAL LIABILITY LIMITS (If different than above)</td> <td style="text-align: right;">BODILY INJURY</td> </tr> <tr> <td colspan="2">Each Occurrence</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">PROPERTY DAMAGE</td> </tr> <tr> <td colspan="2">Each Occurrence</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2">Aggregate</td> <td style="text-align: right;">\$ _____</td> </tr> </table>	BODILY INJURY		Each Occurrence	\$ <u>500,000.00</u>	Aggregate	\$ <u>500,000.00</u>	PROPERTY DAMAGE		Each Occurrence	\$ <u>250,000.00</u>	Aggregate*	\$ <u>500,000.00</u>	<input type="checkbox"/> Combined Single Limit for:		BODILY INJURY AND PROPERTY DAMAGE	Each Occurrence		\$ _____	Aggregate		\$ _____	CONTRACTUAL LIABILITY LIMITS (If different than above)			BODILY INJURY	Each Occurrence		\$ _____			PROPERTY DAMAGE	Each Occurrence		\$ _____	Aggregate		\$ _____
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The above insurance includes (applicable if indicated by) - PRODUCTS - COMPLETED OPERATIONS - OWNERS' OR CONTRACTORS' PROTECTIVE LIABILITY - CONTRACTUAL LIABILITY															
90 013641	Watercraft Liability	5/29/80-5/29/81					------------	----------------------		Coverage A	STATUTORY		Coverage B	\$ <u>100,000.00</u>	
Workmen's/Workers' Compensation-Coverage A Employer's Liability-Coverage B															

*Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction or demolition.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED

Tyler County Comm. Court
Woodville, Texas 75979

January 19, 1981

Date January 19, 1981
Signature of Authorized Representative Johnny Morris

Agent
Title



Dallas, Texas 75201

Trinity Universal Insurance Co.
Security National Insurance Co.
Trinity Universal Insurance Co.
of Kansas, Inc.

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TEXAS STATUTORY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That THOMAS C. FORTENBERRY, CONTRACTOR

P.O. Box 878, Woodville, Texas 75979

_____ (Hereinafter called the Principal), as Principal,
and SECURITY NATIONAL INSURANCE COMPANY

Dallas, Texas, (Hereinafter called the Surety) as Surety are held and firmly bound unto _____
COMMISSIONERS COURT, TYLER COUNTY

(Hereinafter called the Obligee,) in the amount of EIGHTY-THREE THOUSAND FIVE HUNDRED NINETY-FIVE
and 75/100 _____ (Dollars)

(\$ 83,595.75) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of January 26, 19 81, ~~is~~ for TYLER COUNTY COURTHOUSE ELEVATOR INSTALLATION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Session, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th
day of January 26, 19 81.

THOMAS C. FORTENBERRY, CONTRACTOR

By: _____
(PRINCIPAL)

SECURITY NATIONAL INSURANCE COMPANY

By: Sara C. Hughes
ATTORNEY-IN-FACT Sara C. Hughes





Dallas, Texas 75201

Trinity Universal Insurance Co.
Security National Insurance Co.
Trinity Universal Insurance Co.
of Kansas, Inc.

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TEXAS STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That THOMAS C. FORTENBERRY, CONTRACTOR

P.O. Box 878, WOODVILLE, TEXAS 75979

(Hereinafter called the Principal) as Principal

and SECURITY NATIONAL INSURANCE COMPANY,

Dallas, Texas, (Hereinafter called the Surety), as Surety are held and firmly bound unto

COMMISSIONERS COURT, TYLER COUNTY

(Hereinafter called the Obligee), in the amount of EIGHTY-THREE THOUSAND FIVE HUNDRED NINETY-FIVE
and 75/100 ----- (Dollars)

(\$ 83,595.75) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of January 26th, 1981 * for TYLER COUNTY COURTHOUSE ELEVATOR INSTALLATION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Session, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19TH
day of January 26th, 1981.

THOMAS C. FORTENBERRY, CONTRACTOR

By: _____

(PRINCIPAL)
SECURITY NATIONAL INSURANCE COMPANY

By: Sara C. Hughes
Sara C. Hughes
ATTORNEY-IN-FACT





Dallas, Texas 75201

00L. 6

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

Linda Diaz - Houston, Texas

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 16th day of September, 19 80.

JUDY FAGAN, ASST. SECRETARY

A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 19th day of January, 19 81.



JUDY FAGAN, ASST. SECRETARY

Jan. 26, 1981

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Tyler County Judge Allen Sturrock
Tyler County Commissioners:
Maxie Riley
Kenneth Lowe
Jerry Mahan
Adnell Odom

RE-Operating Radio Control Aircraft at Tyler County Airport

Sirs:

In response to your questions concerning the safety measures we employ while flying model aircraft we submit the following:

- 1) All model aircraft will be flown at an altitude of 400 feet or less,
- 2) While model aircraft are in the air, at least 1 person will be posted as a "lookout" for in-coming aircraft,
- 3) All license pertaining to and or required will be obtained before aircraft can be operated,
- 4) Liability insurance will be required, the minimum one million dollars, per plane to cover any possible injury or damage caused by model planes,
- 5) Aircraft will not be operated near or above spectators, hangars or parked aircraft,
- 6) Tyler County will not be held responsible or liable for any injury or damage caused by model aircraft operators or their planes,
- 7) No person under the influence of alcohol or medication will be permitted to operate radio controlled aircraft.

We believe the above mentioned standards will assure you of our seriousness regarding this sport. We observe these practices at all times not only for the benefit of the county but to our own as well.

We seek formal permission to operate radio controlled aircraft at the Tyler County Airport at this time in accordance to guidelines set by the American Modelers Association, Washington, D. C.

Obie Fortenberry
Spokesman, Tyler County Radio
Controlled Aircraft Operators

cc Copies submitted

Academy of Model Aeronautics



NATIONAL HEADQUARTERS • 615 FIFTEENTH STREET, N.W., WASHINGTON, D.C. 20005 • TELEPHONE: AREA CODE 202/347-2751

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January 19, 1981

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Mr. Raymond Henry
Route I, Box 659
Woodville, TX 75979

Dear Raymond:

Many thanks for your telephone call of today. Glad to hear from you but sorry that you have a problem with your flying site. As I mentioned, we do have frequent contact with the Federal Aviation Administration and in fact, are helping them with their model aircraft guidelines at this time.

A copy of the current guidelines are enclosed for your reference and you will note that nowhere is the flying of models on airport property forbidden. With your safety record (no accidents) I can see no good reason for the Commissioner to take that action. There are many clubs operating on or sharing space with full scale aircraft at an airport location. In Milwaukee, Wisconsin, the Flying Electrons use Aero Park Airport in conjunction with a group of sky-divers and full size aircraft.

At Gateway National Recreation Area in New York, modelers fly on the former Floyd Bennett Field where police and coast guard aircraft land on a frequent basis. The control tower and the modelers flight line are connected by phone and when required to do so, all modelers that have planes in the air land them immediately to make room for full scale jobs approaching the runways. No problems have been reported in more than ten years of this cooperative situation.

Many AMA clubs formed by military personnel fly at their bases with full permission of the base commander. The AMA NATS has existed for many years and has been run at military and civil airports all over the country.

As you know, the AMA Comprehensive General Liability policy in the amount of ONE MILLION DOLLARS applies to all AMA members. This policy and coverage applies to chartered clubs and can be extended through them, to the owner of a flying site. Enclosed is a certificate of added insured to show you what I mean, as well as an application.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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January 9, 1981

SOUTHWEST REGION
Houston Airports District Office
8800 Paul B. Koonce Dr., Rm. 225
Houston, Texas 77061



Honorable Allen Sturrock
County Judge
Tyler County Courthouse
Woodville, Texas 75979

Dear Judge Sturrock:

This letter is to confirm my telephone conversation of January 9, 1981, with Mr. Jay Lyons of the Texas Aeronautics Commission concerning the County's authority to limit or restrict certain operations on the airport.

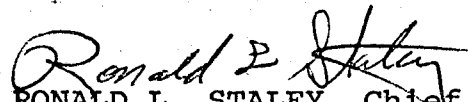
While the airport owner must allow its use by all types, kinds, and classes of aeronautical activity as well as by the general public (passengers, visitors, etc.), the obligating agreements do provide for exceptions.

In the interest of flight safety, the airport owners may impose reasonable rules or regulations provided they can justify their determination and that they are not discriminating against other users.

Since model airplane flying is not considered an aeronautical activity, the County certainly has the authority to restrict or disallow such use. In fact, if there is evidence that any activity is a hazard or creates an unsafe atmosphere for aeronautical activities, the County would be derelict in its responsibility if it failed to take appropriate action.

If you require additional information, or if we may be of further assistance, please feel free to contact our office.

Sincerely,


RONALD L. STALEY, Chief
Planning/Programming Section

cc:
Texas Aeronautics Commission (Jay Lyons)

KNAPP FORD SALES, Inc.

104 Pine Street
Woodville, Texas 75979



Bid For Sheriff's Car

TYLER COUNTY COURT HOUSE

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X

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: *Blaine Owen*

APR 2 1981

NO. _____ TIME: 9:20 AM


FORD

KNAPP FORD SALES, Inc.

104 Pine Street

Telephone 713/ 283-2526 or 283-2515

WOODVILLE, TEXAS 75979

1-26-81

Knapp Ford Sales is pleased to offer the following 1981 LTD "S" in response to the notice of bid opening:

Full size 1981 LTD "S" 4 Dr

Color White

255 cubic inch V8 Engine

Automatic Transmission

Power Steering & Brakes

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Deluxe Wheel Covers

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Front Bumper Guards

Dual Note Horn

Color-Keyed Dlx Belts

All Vinyl Seat Trim

P205/75R14 WSW Tires

Conventional Spare Tire

Air Conditioner

Tinted Glass

Price For Unit: \$ 7629.00

This vehicle is in stock and available for immediate delivery.

Tom Knapp
President

18-2671/6

NOTICE OF TIME AND PLACE OF MEETING


COMMISSIONERS COURT
TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's
Special meeting on MONDAY, JANUARY 26 1981 at 10:00 A.M.
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. OPEN BIDS ON SHERIFFS CAR.
2. SIGN CONTRACT ON ELEVATOR.
3. APPOINT VETERANS SERVICE OFFICER.
4. ALLOCATE COMMISSIONERS AND JUDGES EXTRA DUTIES.
5. O.B. FORTENBERRY ON FLYING MODEL AIRPLANES.


Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 2:00 ^{PM} _{PER}

JAN 23 1981

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

CY: 