

SPECIAL SESSION  
NOVEMBER 19, 1976

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Special Session, Friday November 19, 1976, in the Titus County Courtroom with all members present.

William Wayne Landrum	County Judge
C.H. Reese	Commissioner Precinct #1
Hubert Martin	Commissioner Precinct #2
Bert Parr	Commissioner Precinct #3
Bill Reynolds	Commissioner Precinct #4
Allen LaPrade	County Clerk

and the following proceedings were had to-wit:

IN THE MATTER OF PAYING  
COUNTY ROAD HANDS

Motion by Commissioner Parr and seconded by Commissioner Reynolds to pay county road hands upon approval of County Auditor. Motion carried.

IN THE MATTER OF PAYING  
MONTHLY BILLS

Motion by Commissioner Reynolds and seconded by Commissioner Parr to pay monthly bills upon approval of County Auditor. Motion carried.

IN THE MATTER OF BUYING  
AIR CONDITION FROM JUDGE ROLSTON

Motion by Commissioner Martin and seconded by Commissioner Reynolds to purchase window air conditioner for \$100.00 from Judge Morris Rolston, upon approval of County Auditor. Motion carried.

IN THE MATTER OF APPROVING  
BOND FOR LEON RHEA

Motion by Commissioner Parr and seconded by Commissioner Reynolds to approve bond for Justice of Peace, Leon Rhea. Motion carried.

IN THE MATTER OF  
THANKSGIVING HOLIDAY

Motion by Commissioner Parr and seconded by Commissioner Reynolds to close courthouse for 2 days, the 25 & 26 Of November for Thanksgiving. Motion carried.

IN THE MATTER OF EMPLOYING  
LANDMARK REALTORS TO ACQUIRE ROW 1735

Motion by Commissioner Parr and seconded by Commissioner Martin to employ Landmark Realtors to acquire north portion of Right of Way for FM 1735. Their fee for acquisition will be \$8,000.00. Motion carried.

October 22, 1976

Judge William Wayne Landrum  
Titus County Court House  
Mount Pleasant, Texas

Dear Judge Landrum:

After reviewing the proposed extension of Farm to Market Road 1735, Phase 2, we would like for you to consider our firm for the appraisals and acquisitions of the needed right of way.

Our fee for the entire project, Phase 2, would be \$8,000.00 plus \$50 per hour for testimony at condemnation cases.

Very truly,

/s/ Don Milam  
Don Milam  
Realtor-GRI  
License No. 177861

/s/ Cecil Burrows  
Cecil Burrows  
Realtor  
License No. 092176

IN THE MATTER OF RENEWAL OF  
CONTRACTS WITH FRITCHARD & ABBOTT

Motion by Commissioner Parr and seconded by Commissioner Martin to renew contracts with Fritchard and Abbott. Motion carried.

CONTRACT FOR DATA PROCESSING SERVICES

STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TITUS I

THAT WHEREAS, the Commissioners Court of Titus County, Texas, hereinafter styled First Party, in the performance of its duties as the governing body of such First Party, has contemplated the employment of experts possessing special skills, scientific knowledge, and technical ability and equipment, so as to perform for said First Party data processing services for the years hereinafter set out by the use of electronic data processing equipment, such services to include the preparation and/or printing of such tax records as are hereinafter specifically set out, and;

WHEREAS, First Party now finds and declares that there is a necessity that the tax officers of said First Party be supplied with such data processing services and/or supplies used in connection therewith, so as to enable First Party and its tax officers to more economically perform their duties in connection with the preparation of such tax records, and;

WHEREAS, it has been ascertained and determined that Fritchard & Abbott, a partnership composed of E.S. Fritchard and John L. Abbott of Fort Worth, Tarrant County, Texas, hereinafter styled Second Party, has special skill and ability, and scientific and technical knowledge and equipment, so as to enable it to perform such data processing services and/or to furnish supplies in connection therewith, and it is the purpose of First Party to employ the services of Second Party for said purposes;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

I.  
 Second Party agrees to process all basic data and to prepare, print, and record, by use of electronic data processing equipment, upon forms approved by the Comptroller of Public Accounts of the State of Texas,  
 1. Mineral, "E", "G" & "H" Tax Rolls  
 2. Tax Statements & Receipts on above rolls

for First Party for the years \_\_\_\_\_, 1977, and 1978.

II.  
 Second Party agrees to cooperate with the taxing officers of said First Party and to deliver the tax records hereinabove listed to said First Party as soon after being supplied with the basic information to be recorded thereon, as shall be reasonably practicable for said years.

III.  
 It is distinctly understood and agreed, any word, phrase, or sentence hereof to the contrary notwithstanding, that it is not the intention of the parties hereto to invade or usurp the powers, duties, or prerogatives of the Tax Assessor-Collector of First Party, said Tax Assessor-Collector having heretofore approved the execution of this contract, the same being executed for the purpose of enabling First Party to take advantage of the opportunity for the most economical preparation of such tax records, as herein provided. First Party finds and determines that special, scientific skill, knowledge and ability, and scientific and technical equipment are essential to the performance of the services by Second Party under the terms of this contract, and that the employment of said Second Party constitutes the employment of skilled experts, in special instances to prepare tax records of said First Party.

IV.  
 For in consideration of the skilled services, technical knowledge, ability, experience, and use of equipment, and/or the materials to be supplied by Second Party in the performance of the services herein provided for, First Party agrees to compensate Second Party on the following basis:  
 Twenty Three (.23c) Cents per item of property, to be paid out of the lawful funds of said party.  
 An item of property exists wherever a value is shown on the tax roll.

V.  
 It is further understood and agreed that First Party will issue or cause to be issued to Second Party, warrants drawn against the lawful funds of said First Party, and payable out of current revenues for each of the years of this contract, in payment for the services performed and/or materials supplied as provided for herein.

VI.  
 First Party specifically obligates itself to, at any time same may become necessary, pass and enter of record such other or further orders as may be proper and necessary to fully authorize and lawfully facilitate the payment of all sums due Second Party for performance of services and/or furnishing supplies as provided for herein.

It is further distinctly understood and agreed that although First Party is creating by the terms hereof a debt and obligation on the part of First Party, said First Party does hereby undertake and obligate itself to levy a tax sufficient to make payment of the sum herein provided to be paid out of current revenues for the tax years covered by this contract, and thereby does here and now make provision for the payment of the debt thus created.

VII.  
 Second Party agrees that First Party will in no way be obligated or indebted to said Second Party of its agents, servants, or employees, for salaries, expenses, materials, or other charges, except only as herein specifically otherwise provided.

VIII.  
 It is understood and agreed that all punch cards, tapes, programs, or other software of any kind or nature used by Second Party in the performance of its services herein and not specifically included as an item to be furnished to First Party, is and shall remain the property of Second Party and will not be delivered to First Party at any time during the term of this contract or at the termination thereof.

IX.  
 It is further distinctly understood and agreed that if any word, phrase, sentence, paragraph, or provision of this contract shall be, for any reason, declared or adjudicated to be invalid, such declaration or adjudication shall not effect the validity of the remaining portions hereof, and it is additionally distinctly understood and agreed that this is a divisible contract and the services herein provided to be performed and the compensation herein provided to be paid for the tax years \_\_\_\_\_, 1977, and 1978 are each hereby found and declared to be separate and distinct, and divisible from the services to be performed and the compensation to be paid for each of such other years.

The execution of this contract is authorized by proper Resolution duly adopted by First Party and duly entered upon its minutes.

Executed in duplicate this the 19th day of November 1976

Titus County Texas  
 Party of the First Part

/s/ William Wayne Landrum  
 County Judge

/s/ C.H. Reese  
 Commissioner Precinct No. 1

/s/ Bert B. Parr  
 Commissioner Precinct No. 2

/s/ Hubert Martin  
 Commissioner Precinct No. 3

/s/ Bill Reynolds  
 Commissioner Precinct No. 4

ATTEST:

/s/ Allen LaPrade  
 County Clerk, Titus County  
 TEXAS.

FRITCHARD & ABBOTT,  
 Party of the Second Part

By /s/ James Crook

CONTRACT FOR APPRAISAL SERVICESOIL AND GAS-UTILITIES-INDUSTRIES

STATE OF TEXAS I  
COUNTY OF TITUS I

THIS CONTRACT, made and entered into by and between Titus COUNTY, a political subdivision of the State of Texas, acting by and through its governing body, the Commissioner's Court, (hereinafter referred to as "County") and PRITCHARD & ABBOTT, a professional appraisal partnership composed of E.S. Pritchard and John L. Abbott, 200 Seminary South Office Building, Fort Worth, Tarrant County, Texas (hereinafter referred to as "Appraisal Firm"),

WITNESSETH

WHEREAS, under the provisions of Article V, Section 18 of the Constitution of Texas, the Commissioners' Court is established as the governing body of the county, and by the provisions of Article VIII, Section 18 of the Constitution said Court is constituted as a Board of Equalization for said county; and

WHEREAS, the Constitution of Texas specifically provides that taxation shall be equal and uniform and that all property shall be taxed in proportion to its value to be ascertained as provided by law, and the statutes enacted pursuant to such Constitutional provisions require said Court, as a Board of Equalization, to inspect, correct, and equalize assessments made on renditions by the owner or owners of property, or made on renditions by the tax assessor-collector where the owner or owners may fail to render the same, and as such Board is invested with broad powers of investigation in order to ascertain that the Constitutional requirements are met; and

WHEREAS, by reason of Article 7212, V.A.T.C.A., this Court has express statutory authority to employ an individual, firm or company deemed to have special skill and experience to compile taxation data for use by the Court while sitting as a Board of Equalization, and to pay for such services out of the proper fund or funds of the County; and

WHEREAS, the County has determined that it would be wise and to the best interest of the County for it to employ experts skilled in the matter of appraising and valuing certain hereinafter described property located within the boundaries of the County and subject to ad valorem taxation in said County, and to compile taxation data relating thereto for use of the Court sitting as a Board of Equalization; and

WHEREAS, this Court has found and determined and does hereby find and determine that the Appraisal Firm has special skill and experience so as to enable the Appraisal Firm to compile such taxation data and that the Appraisal Firm should be retained by this Court to assist it when it is acting as a Board of Equalization by the performance of the services hereinafter specified.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AND DO CONTRACT AS FOLLOWS:

- A. "County" shall mean the Commissioners' Court of Titus County, Texas, composed of the County Judge and four commissioners of said County.
- B. "Appraisal Firm" shall mean Pritchard & Abbott, a professional appraisal partnership composed of E.S. Pritchard and John L. Abbott of 200 Seminary South Office Building, Fort Worth, Tarrant County, Texas.
- C. Properties to be appraised by the Appraisal Firm under the terms of this contract shall mean all interests in producing oil and gas leases, including working interests, oil payments, overriding royalties; and royalty interests; and shall also include all personal property used or employed in connection with such producing oil and gas leases. Also included within the terms of this contract are all pipelines, pump stations, compressor stations, refineries, gasoline plants, oil field supply companies, well service companies, public utilities, telephone companies, railroads, manufacturing plants and other major industries; such other major industries being: (list industries where applicable). Electric Generating Plants operated by lignite coal or any other source of energy in the operation of generating electricity, and any and all types of machinery and equipment in the operation of open pit Lignite mining; and railroads and equipment used in transporting Lignite from pits to plants.

The Appraisal Firm agrees as follows:

- (1) That it is well and fully advised as to the meaning and application of the statutes and laws of the State of Texas relating to ad valorem taxation and that its appraisals will comply with such statutes and laws.
- (2) That it will appraise for the tax years 1977 and 1978 all of the above-listed and described properties located in the County, for ad valorem tax purposes, and in the process of so doing, will gather and compile as of January 1st of each of said years all information and data reasonably needed and reasonably available pertaining to the values of such properties, and furnish said data and information to the Commissioners' Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties with other properties in said County for each of the years covered by this contract; said data and information to be made available with respect to all of such properties properly and lawfully coming before the Board of Equalization for consideration and equalization upon renditions made by the owner or owners thereof or upon renditions made by the tax assessor-collector where the owner or owners may fail to render the same.
- (3) That it will meet with the Commissioners' Court sitting as a Board of Equalization at its preliminary meeting when the values shall be compared with the rendered values of the above-mentioned properties and to assist the Board of Equalization in such manner as it may desire in determining which persons, firms or corporations owning any of the above-mentioned properties shall be cited to appear at the final meeting of the Board of Equalization.
- (4) That it will meet with the Board of Equalization at its final meeting and when necessary and desirable will present testimony as to the value of the above-mentioned properties, and will assist the Board of Equalization in equalizing the taxable values of properties subject to taxes in said County, in such manner as the Board of Equalization may see fit, and it will, generally, assist the Board of Equalization until final action is taken, fixing and equalizing the values of the above-mentioned properties for taxation for the years 1977 and 1978.
- (5) That the Appraisal Firm will furnish and pay for all supplies needed for the proper execution of this contract.
- (6) It is understood by both parties to this contract that Appraisal Firm will furnish expert testimony defending their values, at no additional cost to the County, in the event of any court action resulting from such valuations.

The County agrees as follows:

- (1) That it will employ the Appraisal Firm to perform the services as outlined hereinabove for the tax years 1977 and 1978, and in consideration for the performance of these services by the Appraisal Firm, the County agrees and obligates itself to pay the Appraisal Firm out of the proper fund or funds of the County, as provided in Article 7212, V.A.T.C.S., and approved by the Supreme Court of Texas, n.r.e., in White, et al, v. Pickett, et al, 355 SW 2d 848, a sum of money equal to -----\$IX----- (.06c) CENTS on each one hundred dollars of assessed value as finally fixed and determined by the Board of Equalization of the County on the properties subject to the terms of this contract for the year 1977 and a like amount for the year 1978. Payment in the form of warrants legally drawn against the proper fund or funds of said County shall be made on this contract as follows: On completion of work.

To provide for the payment of said warrants, such an amount of money as is necessary for said purpose is hereby set aside and appropriated out of the monies in, or which shall come into, said proper fund or funds,

for the years 1977 and 1978. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 1977 there has been levied for the year 1977 a tax against all taxable property in said County, at a rate sufficient to produce such an amount as provided in this contract, and the tax thus levied shall be collected along with the other County taxes levied and to be levied for said year.

(2) That it will, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due the Appraisal Firm.

(3) By mutual agreement between the County and the Appraisal Firm each will lend every assistance to the other in the effective performance of this contract.

(4) It is distinctly understood and agreed between the parties, any language contained herein which might be construed to the contrary notwithstanding that if any word, phrase, sentence, paragraph or provision of this contract shall be for any reason declared or adjudicated to be invalid such decision or adjudication shall not affect the validity of the remaining portions hereof.

(5) All parties to this contract agree that in the event Appraisal Firm performs any of all of its services herein contracted by use of electronic data processing equipment, all punch cards, tapes, programs, or other software of any kind or nature is and shall remain the property of Appraisal Firm and will not be delivered to the taxing jurisdiction at any time during the term of this contract or at the termination thereof.

The execution of this contract is authorized by proper resolution duly adopted by the Commissioners' Court of the County and duly entered upon the minutes of such Commissioners' Court.

And for the true and faithful performance of all and every of the agreements and covenants stated, the said parties hereto bind themselves, their successors and legal representatives, each to the other.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands this 19th day of November 1976.

Titus County, Texas  
Party of the First Part

/s/ William Wayne Landrum  
County Judge

/s/ G.H. REESE  
Commissioner Precinct No. 1

/s/ BERT B. PARR  
Commissioner Precinct No. 2

/s/ HUBERT MARTIN  
Commissioner Precinct No. 3

/s/ BILL REYNOLDS  
Commissioner Precinct No. 4

ATTEST:

/s/ ALLEN LAPRADE  
County Clerk Titus County, Texas

FRITCHARD & ABBOTT,  
Party of the Second Part

By: /s/ James Crook

The above and foregoing minutes for the month of November 1976, were read and approved on this the 17th day of December 1976.

ATTEST: Allen LaPrade  
ALLEN LAPRADE, COUNTY CLERK

WILLIAM WAYNE LANDRUM, COUNTY JUDGE

REGULAR SESSION  
DECEMBER 13, 1976

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session, Monday December 13, 1976, in the Titus County Courtroom with following members present.

- |                       |                          |
|-----------------------|--------------------------|
| William Wayne Landrum | County Judge             |
| C.H. Reese            | Commissioner Precinct #1 |
| Bert Parr             | Commissioner Precinct #3 |
| Bill Reynolds         | Commissioner Precinct #4 |
| Allen LaPrade         | County Clerk             |

and the following proceedings were had to-wit:

WAIVER

STATE OF TEXAS  
COUNTY OF TITUS

I, the under signed County Attorney of Titus County, Texas do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, due to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and to prosecute suits for delinquent taxes, but do make provisions for other attorneys to handle the same, I do hereby decline to file such suits do hereby waive the thirty days written notice provided in Article 7333, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 13 day of December A.D., 1976.

/s/ Tully R. Florey  
County Attorney  
Term Expires December 31 1980  
Titus  
County, Texas

STATE OF TEXAS  
COUNTY OF TITUS

I, Allen LaPrade County Clerk of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by Tully R. Florey III County Attorney, of Titus County, Texas,