

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, June 8, 1981, in the Titus County Courtroom with all members present.

Harry Taylor	County Judge
Demsey Johnson	Commissioner Precinct 1
Bert Parr	Commissioner Precinct 2
Alvin Parish, Jr.	Commissioner Precinct 3
Bill Reynolds	Commissioner Precinct 4
Eugenia Roach	County Clerk

and the following proceedings were had to wit.

IN THE MATTER OF
OFFICIALS' MONTHLY REPORTS

Motion was made by Commissioner Parish to approve monthly reports of County officials. Motion seconded by Commissioner Reynolds. Motion carried.

IN THE MATTER OF
BRIDGE CONSTRUCTION AT HARTS CREEK

Motion by Commissioner Parish and seconded by Commissioner Johnson to participate with the Highway Department in building a bridge at Harts Creek. Highway Department will pay 80% and County will pay 20%. Motion carried.

IN THE MATTER OF
APPROVAL OF ACCOUNTS

Motion by Commissioner Parr and second by Commissioner Johnson to approve accounts. Motion carried.

IN THE MATTER OF
CONTRACT FOR APPRAISAL SERVICES
WITH FRITCHARD AND ABBOTT

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CONTRACT FOR APPRAISAL SERVICES
OIL AND GAS-UTILITIES-INDUSTRIES

STATE OF TEXAS |
COUNTY OF TITUS |

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 Commissioners' Court, (hereinafter referred to as "County") and FRITCHARD AND ABBOTT VALUATION CONSULTANTS, a professional appraisal firm, 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 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.S., this Court has express statutory authority to employ an individual, firm of company deemed to have special skill and experience to compile taxation data for use by the Court while setting 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 Tarrant County, Texas, composed of the County Judge and four commissioners of said County.
- B. "Appraisal Firm" shall mean Pritchard and Abbott Valuation Consultants, a professional firm, 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 in 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 year 1981 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 year 1981.
- (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.
- (7) Second party agrees to process all basic data and to prepare, print, and record, by use of electronic data processing equipment, the Mineral, "E", "C", and "H" Tax Rolls, Tax Statements, Receipts and prepare and print the Twenty-Day Assessors' Notices for properties appearing on Mineral, "E", "C", and "H" Rolls, in compliance with the provisions of House Bill No. 18 passed by the 1978 Special Session of the Texas Legislature for the First Party for the year 1981.

The County agrees as follows:

- (1) That it will employ the Appraisal Firm to perform the services as outlined hereinabove for the tax year 1981, 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. Pickatt, et al, 355 SW 2d 848, a sum of money for the year 1981 as follows:
 - (a) Two (\$0.02) Cents on each One Hundred (\$100.00) Dollars of assessed value based on 20% assessment as finally fixed and determined by the Board of Equalization of the County on Texas Utilities Electric Generating plant previously appraised for the County by the Appraisal Firm;
 - (b) Four (\$0.04) Cents on each One Hundred (\$100.00) Dollars of assessed value based on 20% assessment as finally fixed and determined by the Board of Equalization for the County on new and/or additions to Texas Utilities Electric Generating plant, which new and/or additions having not been appraised previously for the County by the Appraisal Firm;
 - (c) Six (\$0.06) Cents on each One Hundred (\$100.00) Dollars of assessed value based on 20% assessment as finally fixed and determined by the Board of Equalization for the County on all properties subject to the terms of this contract; and
 - (d) For the year 1981 the total appraisal fee not to exceed Four (\$0.04) on each One Hundred (\$100.00) Dollars of assessed value based on 20% assessment as finally fixed and determined by the Board of Equalization for the County on all properties subject to the terms of this contract. 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:

Upon completion of all services to be performed under terms of this contract for 1981.

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 year 1981. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 1981 there has been levied for the year 1981 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 or 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 8th day of June 1981.

TITUS COUNTY, TEXAS

Party of the First Part

/s/ Harry Taylor

County Judge

/s/ Dempsey Johnson
Commissioner, Precinct No. 1

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

/s/ Alvin Parish, Jr.
Commissioner, Precinct No. 3

/s/ Bill Reynolds
Commissioner, Precinct No. 4

ATTEST:

/s/ Eugenia Bosch
County Clerk, Titus County

TEXAS

PRITCHARD & ABBOTT VALUATION
CONSULTANTS

Party of the Second Part

/s/ Janne Crook

IN THE MATTER OF
ADJOURNMENT

Motion by Commissioner Reynolds to adjourn until June 23 for Board of Equalization meeting. Motion seconded by Commissioner Parr. Motion carried.

JUNE 23, 1981
IN THE MATTER OF
BOARD OF EQUALIZATION MEETING

The Board of Equalization in and for Titus County, Texas, met on June 23, 1981, at 10:00 A. M. at the Titus County Courthouse, Mt. Pleasant, Texas.

The above and foregoing minutes for the month of June, 1981, were read and approved on this the 13th day of July, 1981.

ATTEST Eugenia Bosch
EUGENIA BOSCH, COUNTY CLERK

Harry Taylor
HARRY TAYLOR, COUNTY JUDGE