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J. B. HILL, JR.

COUNTY CLERK

UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

PHONE 843-3118

Oct. 17, 1975

Commissioners Court met in special session with all members, Offie Nobles, J. W. Meadows, Charles Still, Floyd Drennan, and Everett Dean, present.

Motion was made by J. W. Meadows and seconded by Offie Nobles to approve a contract with Pritchard-Abbott for two years (1976-1977) for \$8,500.00 a year. Motion carried (Copy attached)

Motion was made by Offie Nobles and seconded by J. W. Meadows to grant a right of way permit to Spring Hill Utility District. Motion carried. (Copy attached)

Motion was made by Floyd Drennan and seconded by J. W. Meadows to sign a resolution to the C. H. Roberts family to approve the placing of a bell presently located on the corner by Morgans Hardware on the courthouse lawn. Motion carried. (Copy attached)

Sheriff Doyle Johnson reported to the court that the Sheriff's car was not in running condition. Estimate for repairs was \$550.00 plus repair to the front end. Discussion was heard on the purchasing of a new automobile for the sheriffs department. The commissioners agreed that an emergency existed to provide a new sheriffs vehicle. Motion was made by J. W. Meadows and seconded by Floyd Drennan to purchase a new vehicle. Motion carried. (Emergency order attached)

Motion was made by Floyd Drennan and seconded by Charles Still to increase the salary of all county employees (not elected officials) beginning Oct. 1, 1975 instead of Jan. 1, 1976. Motion carried.

Motion was made by Offie Nobles and seconded by J. W. Meadows to adjourn the meeting. Motion carried.

Everett Dean

J W Meadows

Offie Nobles

Charles L Still

Floyd Drennan

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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 Upshur 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)

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 19 76 and 19 77 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 19 76 and 19 77.

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(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 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 19 76 and 19 77, 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 Eighty-five hundred
DOLLARS (\$ 8,500.00) for the year 19 76 and a like amount for the year 19 77. 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 all services as set out in this contract for the years 1976 and 1977.

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 19 76 and 19 77. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 19 76 there has been levied for the year 19 75 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. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 19 77 there is hereby levied for the year 19 76 a tax against all taxable property in said County, at a rate sufficient to produce such an amount as provided in this contract, and that tax thus levied shall be collected along with 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.

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IN WITNESS WHEREOF, the parties to this agreement have hereunto
set their hands this 17 day of Oct., 19 75.

UPSHUR COUNTY, TEXAS,
Party of the First Part

Ernest Dean
County Judge

G. P. Naylor Commissioner, Precinct No. 1
J. W. Meadows Commissioner, Precinct No. 2

C. L. Still Commissioner, Precinct No. 3
F. W. Johnson Commissioner, Precinct No. 4

ATTEST:

W. H. [Signature]
County Clerk, Upshur County

TEXAS.

PRITCHARD & ABBOTT,
Party of the Second Part

By *James Cook*

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date: October 14, 1975

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Spring Hill Utility District
whose principal address is P.O. Box 6178, Longview, Texas 75601
does propose to place a 4" PVC water line
within the ROW of County Road Pelican Road and East West Mt. Highway
as follows:

BEGINNING at the intersection of F.M. 726 and Pelican Rd. in the East ROW of Pelican Rd., THENCE crossing Pelican Rd. to the West ROW, THENCE along the West ROW to the intersection of said road and the highway between East and West Mountain, THENCE crossing said highway to an ending at the Bay Meadows Subdivision.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after the 20th day of October, 1975.

Firm: Hart Engineering Company
Title: District Engineer
Address: P.O. Box 1814
Longview, Texas 75601

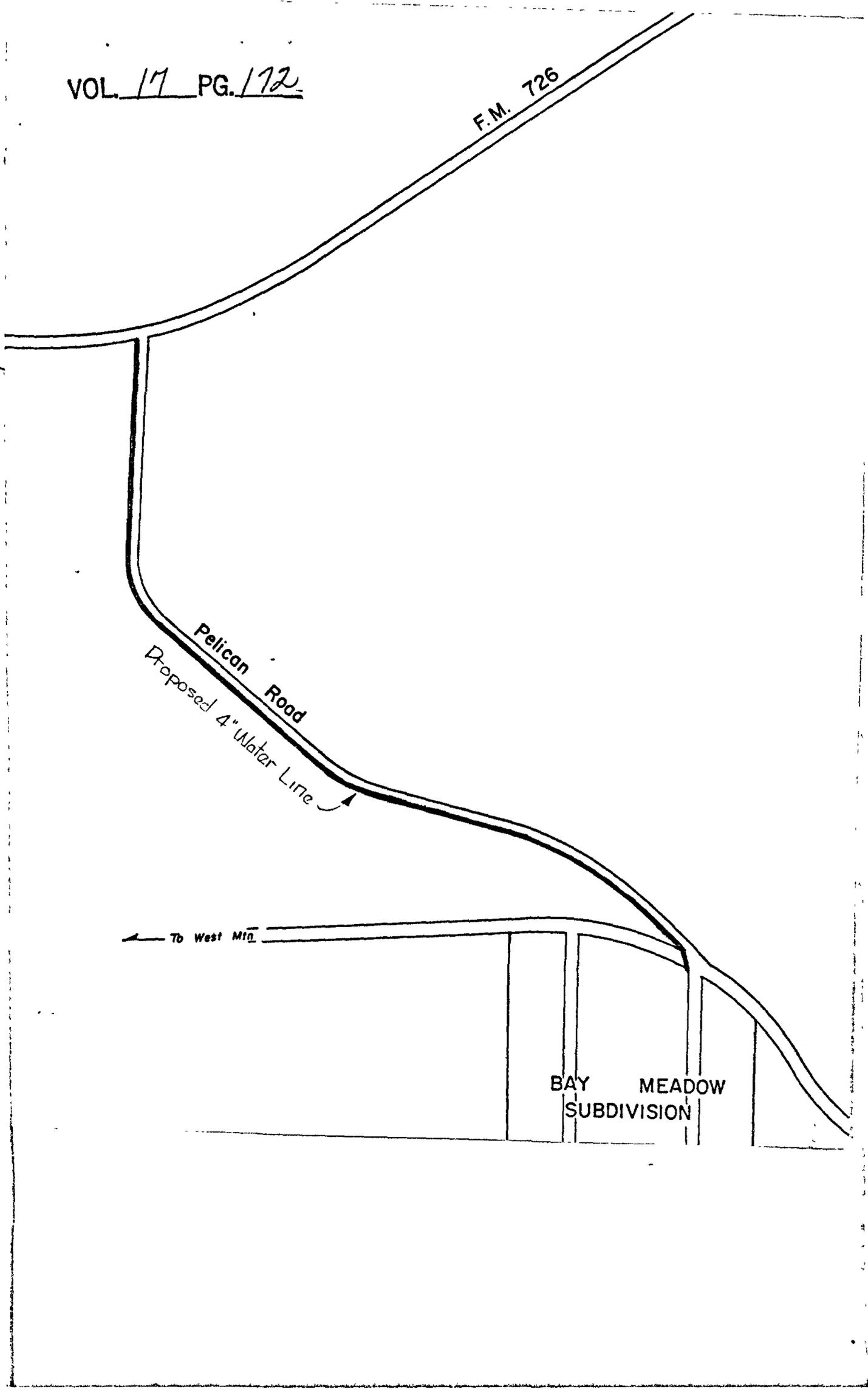
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F.M. 726

Pelican Road
Dropped 4" Water Line

To West Mig

BAY MEADOW
SUBDIVISION



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75 OCT 17 AM 10:50

J. B. HILL, JR.
COUNTY CLERK
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

PHONE 843-3118

Oct. 17, 1975

The commissioners court met in special session with all members present.

Sheriff Johnson reported that the Sheriff's auto was not in running condition. The court declared an emergency existed for need to purchase a new auto for the sheriffs department. Sheriff advised to negotiate deal for a new auto under emergency order and forego bids for said auto. (Copy of price attached to these minutes.)

Ernest Deen

Edgie Naples

J. W. Meadows

Chak L. Stief

Floyd Deeman

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EVERETT DEAN
COUNTY JUDGE, UPSHUR COUNTY
GILMER, TEXAS 75644

The Commissioners Court of Upshur County met in regular session with all members present. The following resolution was adopted by this court.

Be it resolved that a bell belonging to the C. H. Roberts Estate, located on the north side of the Gilmer town square is recognized as a historical relic of Upshur County and Gilmer, Texas. It is therefore further resolved that said court be allowed to place this bell on the courthouse lawn with appropriate concrete footing and fencing to preserve said bell for residents and visitors of Upshur County. It is requested that a proper plaque with history of said bell and name of donor be placed as a marker at site of bell by County Historical Survey Committee.

Adjudged and decreed this the 13th day of October, 1975.


Everett Dean, County Judge