

FILED FOR RECORD: 8-16 1978 at 3:00 o'clock P M
DULY RECORDED: 9-21- 1978 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE, BOSTICK, TYLER CO. CLK.
BY W. B. Scott Deputy

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING-----
BOARD OF EQUALIZATION
AUGUST 15, 1978-----10:00 A.M.

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A Special meeting of the Board of Equalization met on Tuesday August 15, 1978 at 10:00 A.M. All members being present. The meeting was opened with prayer by Commissioner James R. Jordan.

RECESS

County Judge Allen Sturrock, opened the meeting for the Commissioner's Court.

A motion was made by Commissioner Jordan and seconded by Commissioner Riley to table the study for the County Highway Committee until the next Regular Meeting of Commissioner's Court, Sept. 11, 1978 at 10:00 A.M. All voted yes and none no.

A motion was made by Commissioner Jordan to reject the Bid of Thomas C. Fortenberry, for construction of addition to the County Tax Office. The motion died, because of a lack of a second motion.

A motion was made by Commissioner Fowler and seconded by Comm. Riley to table the Bid of Thomas C. Fortenberry, until August 18, 1978 at 1:00 P.M. All voted yes and none no.

RECESS for 5 MINUTES----BACK IN SESSION

Commissioner Fowler made a motion which was seconded by Commissioner Riley to approve the two year Contract with Truett F. Pritchard and Associates of Houston, Texas, as the official Tax Appraisal Firm, with and increase of \$1,200.00 which brings a total cost of \$2,500.00 per year. All voted yes and none no. See attached.

COMMISSIONER'S COURT RECESSED UNTIL FRIDAY AUG. 18, 1978 -- 1:00'Clock.

BOARD OF EQUALIZATION in SESSION

The Commissioner's Court met as a Tax Equalization Board Hearing which was attended by representatives of the Utilities, Gas, Oil, Railroad and Electric Companies. Those represented were: Francis Kirkland, Sun Pipeline Co.; H.E. Striedel, Sam Houston Electric; Leo Capdevielle, Southern Pacific Railroad; George W. Houk, Texaco, Inc. Karen Pace, and Roy Hester, Gulf States Utilities; and Charlie Bailey, Atlantic Richfield Co. The assessed value of approximately \$29,660,160.00. List attached.

RECESS UNTIL AUGUST 28, 1978

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
AUGUST 18, 1978----1:00 P.M.

A Special Meeting of the Commissioner's Court, met on Friday Aug. 18, 1978 at 1:00 P.M. All members being present. The meeting was opened with prayer by Comm. James R. Jordan.

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A motion was made by Commissioner Fowler, to accept the Bid of Thomas Fortenberry, (For Tax-Office Addition) with an agreement for changing orders, between the Contractor and the Commissioner's Court. This was in no case to exceed the amount of original Bid in the form of cost, but maybe there could be a "cut down", if so desired by the Court. This motion died for lack of a second motion.

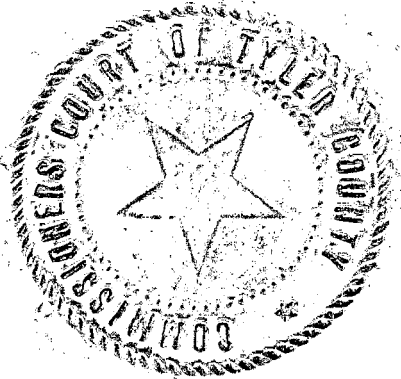
Commissioner Jordan made a motion to reject all Bids. Comm. Lowe seconded this motion. Commissioner Fowler opposed and Comm. Riley abstained.

RECESS 12 MINUTES

Commissioners Jordan and Lowe with Riley, voted to reject this Bid. Commissioner Fowler voted against rejection. Comm. Fowler commented that the money was available, in the capital improvement fund, the space was needed for the Tax Office Building, and Plans had been drawn up, and paid for, with the agreement of Commissioner's Court. Now there was one Bid, presented, and all was legal. Time will increase price scales. No other action was taken. Bid attached.

There being no further business, the meeting adjourned.

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



B&B August 15, 1970

- | | | |
|-----|------------------------|-----------------------|
| 1. | H.E. STRIEDEL | SAM HOUSTON ELECT. |
| 2. | Francis Kuhlman | Sun Pipe Line Co. |
| 3. | Jack Ball | Cities Service Co. |
| 4. | Guland or Frank | Texasaco Inc |
| 5. | Leo Capdevielle | S.P.R.R. |
| 6. | Karen Pae & Roy Hester | Gulf States Utilities |
| 7. | Charlie Bailey | Atlantic Refining Co. |
| 8. | Terry Jurena | Houston Natural Gas |
| 9. | | |
| 10. | | |

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RESOLUTION AND ORDER OF THE COMMISSIONERS' COURT OF TYLER COUNTY, TEXAS

THE STATE OF TEXAS X
COUNTY OF TYLER X

BE IT REMEMBERED, that on this the 15th day of August, 19 78, the Commissioners' Court of Tyler County, Texas, convened in Special Session at a Commissioner's/Court meeting of such Court, in the County Courthouse in the City of Woodville, Texas, with the following members present, to-wit:

- Allen Sturrock County Judge
Maxie Riley Comm. Pct #1
H.K. Lowe Comm. Pct. #2
Leon Fowler Comm. Pct. #3
James R. Jordan Comm. Pct. #4

There came on for consideration before the Commissioners' Court, the problem of the equalization for tax purposes, of certain classes of property subject to taxation in Tyler County, Texas, as hereinafter set forth, and the affirmative duty on the part of this Commissioners' Court sitting as a Board of Equalization, to so equalize the values of properties, subject to taxation in Tyler County, Texas, as to bring about, as near as may be, equality and uniformity of taxation as required by the Constitution and Laws of the State of Texas, and in this connection, there came on for consideration, the proposal of Truett F. Pritchard & Associates, Inc., a Texas Corporation, for the performance of certain special skilled and technical services in the appraisal and valuation of the classes of property identified in a contract submitted by said Corporation, and in order to provide the mechanics by virtue of which the Commissioners' Court of Tyler County, Texas, sitting as a Board of Equalization, may achieve its objective of fair, impartial and equal taxation of all classes of property subject to taxation in Tyler County, Texas, and in order that it may be clear that this Commissioners' Court is confining its acts, contracts and judgments in connection with such mechanics of fair,

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impartial and equal taxation of property, subject to taxation in Tyler County, Texas, only to those properties lawfully coming within the jurisdiction of the Commissioners' Court of said County, sitting as a Board of Equalization, and a copy of the proposed contract being before the Court, and having been read in its entirety, upon Motion of Comm. Fowler, Seconded by Comm. Riley, said motion duly put and having carried by the following vote:

Voting "Aye"	<u>Maxie Riley, Comm. Pct. #1</u>
	<u>H.K. Lowe Comm. Pct. #2</u>
	<u>Leon Fowler, Comm. Pct. #3</u>
	<u>James R. Jordan, Comm. Pct. #4</u>
Voting "No"	<u>NONE</u>

IT IS THEREFORE ORDERED by the Commissioners' Court of Tyler County, Texas, that the proposal for the performance of the services as set forth in said Contract shall be, and it is hereby accepted, and said Contract and Agreement in its entirety is hereby adopted, approved, ratified and confirmed, and shall be entered in the Minutes of this Court as the contract and agreement of Tyler County, Texas, and the budget for the year 1979, and that for the year 1980, shall make provision for the payment, out of the lawful current funds of Tyler County, Texas, of the sums and amounts set forth in said contract to be paid to said Truett F. Pritchard & Associates, Inc., and due and proper provisions shall be made therefore, by all officers of the County charged with any duty or duties of preparation or amendment of the budgets of Tyler County, Texas, for the years 1979 and 1980.

IT IS FURTHER ORDERED, that a sufficient tax is hereby levied and shall be levied for each of the years 1979 and 1980 to provide funds for the payment of the sums provided in said contract to be paid for services rendered during the years 1979 and 1980., and the Commissioners' Court of Tyler County, Texas, hereby finds, declares, and adjudicates that there are sufficient funds on hand out of current revenues and sufficient funds reasonably anticipated to be received during the year 1979 to make payment of said sums provided in said contract to be paid said Corporation, and said Commissioners' Court of Tyler County, Texas, does hereby bind and obligate

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itself to make and enter all necessary orders and to levy a sufficient tax for the payment of the sums provided in said contract to be paid to said Truett F. Pritchard & Associates, Inc., during the years 1979 and 1980, it being found, declared, and adjudicated by the Commissioners' Court of Tyler County, Texas, that said contract involved the performance of special skilled personal services.

The Commissioners' Court of Tyler County, Texas, further finds, declares, decrees, and adjudicates that in creating a debt for the payment of services to be performed and records to be supplied as provided in such contract for the year 1980, said Commissioners' Court has provided for and has levied a sufficient tax for the years 1979 and 1980 to make provision for the payment of such debt so created.

A copy of said contract is attached to this Resolution and Order, and shall be entered in the Minutes of the Commissioners' Court of Tyler County, Texas, as a part hereof.

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STATE OF TEXAS X
 X
COUNTY OF TYLER X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Commissioners' Court of Tyler County, Texas in performance of its duties as Board of Equalization of said County, has contemplated the employment of skilled experts possessing special skill, scientific knowledge and technical ability and equipment, so as to make appraisals and valuations of certain properties enumerated herein, located in Tyler County, and subject to taxation therein, said experts to compile and furnish records and taxation data showing the appraised values of all such properties coming within the jurisdiction of the Commissioners' Court of said County, sitting as a Board of Equalization, for the years 1979 and 1980, for the convenience, use and information of such Board in equalizing the valuations for the tax purposes of properties within the jurisdiction of said Commissioners' Court, sitting as a Board of Equalization, and covered by the terms of this contract, as compared with the valuations for tax purposes of other properties in said County; and

WHEREAS, the Commissioners' Court of Tyler County, Texas, now finds and declares that there is a necessity that such Commissioners' Court, sitting as a Board of Equalization, have available to it, as nearly reliable and accurate taxation data on and appraisals of the properties subject to the terms of this contract as are possible under the circumstances, so as to enable such Commissioners' Court, sitting as a Board of Equalization, to discharge its constitutional and statutory duty of following the Constitutional mandate of uniformity and equality of taxation in said County, as nearly as may be possible; and

WHEREAS, it has been ascertained and determined that Truett F. Pritchard & Associates, Inc., of Harris County, Texas, has special skills and ability and scientific and technical knowledge and equipment, so as to enable it to compile taxation data on and make appraisals and valuations of the properties subject to the terms of this contract for equalization purposes; and it is the purpose of the Commissioners' Court of said County, to employ the services of Truett F. Pritchard & Associates, Inc., for said purposes;

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IT IS, THEREFORE, AGREED by and between Tyler County, Texas, acting herein by and through its duly authorized Commissioners' Court, herein sometimes called the "Commissioners' Court:", and Truett F. Pritchard & Associates, Inc., herein sometimes called "Company", of Harris County, Texas, as follows:

I.

Company shall gather and compile taxation data on all oil and gas producing properties, public utilities, pipelines, railroad properties, manufacturing and industrial properties, and personal properties used or employed in connection therewith, situated in Tyler County, Texas, and subject to taxation therein, all said property coming within the jurisdiction of the Commissioners' Court of said County, sitting as a Board of Equalization, said appraisals, compilations and records to show the appraised value of all such properties in said County as of January 1, 1979 and 1980.

II.

Company agrees to secure all information possible and available for the use of the Board of Equalization, to assist in enabling such Board to (1) determine the proper valuations to be fixed for and upon the properties subject to the terms of this contract, and (2) to equalize the valuations of the same with all other classes of property assessed and valued for taxation in said County. The Company shall compile such taxation data and information as shall be of aid and benefit to the Board of Equalization of said County in accomplishing the foregoing.

III.

It is distinctly understood and agreed that it is the paramount intention of the parties hereto, any word, phrase or sentence hereof to the contrary notwithstanding, as follows:

(1) The Commissioners' Court in the execution of this contract does not contemplate the performance by Company of any services or the supplying by Company of any materials, as contemplated or provided by the provisions of the Acts of 1931, 42nd Legislature, Page 383, Chapter 229 (commonly referred to as Article 726a, Vernon's Annotated Civil Statutes), nor as contemplated by the provisions of Article 7335, Revised Civil Statutes of Texas, 1925, nor as contemplated by the provisions of the Acts of 1930, 41st Legislature, 4th Called Session, Page 9, Chapter 8 (commonly referred to as Article 7335a, Vernon's

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Annotated Civil Statutes), it being the intention of the parties that no such system as contemplated by any of such legislation is intended hereby and this is, and is found by the Commissioners' Court of Tyler County, Texas, not to be, a contract in connection with the collection of delinquent taxes.

(2) This contract is not intended to be, and shall not be deemed to be, a tax ferret contract, it being the intention of the parties that the Commissioners' Court does not desire to and does not obligate Company, and Company does not desire to and is not obligated, to ferret out, locate, identify or discover any properties to be added to the tax rolls of said County. It is agreed that the only properties to be added to the tax rolls (rendered and unrendered) of said County will be those placed thereon by the Tax Assessor of said County, and that the only properties within the classes of property subject to the terms of this contract which shall be appraised by Company under the terms hereof, shall consist of properties presently appearing on the tax rolls of said County, or hereafter assessed for taxes and placed on said rolls by the Tax Assessor of said County. However, in the event that Company, during the course of the performance of the services provided for hereunder, locates, identifies or discovers any property which is not on the tax rolls, Company agrees to provide the Tax Assessor of said County with the available information relating thereto.

(3) It is not the intention of the parties hereto, and particularly not the intention of the Commissioners' Court of Tyler County, Texas, to invade or usurp the powers of the Tax Assessor of said County, the Commissioners' Court of said County recognizing that it has no power, authority, or jurisdiction to make assessments of properties for tax purposes.

(4) It is expressly the intention of the Commissioners' Court of Tyler County, Texas, to exercise its powers as such Commissioners' Court and as a Board of Equalization, under the provisions of Articles 7206, 7211 and 7212, Revised Civil Statutes of Texas, as amended, and this contract is made for the purpose of enabling such Commissioners' Court to perform its duties as provided in said Articles, and also to perform its duties under the provisions of Section 1 of Article VIII of the Constitution of the State of Texas, and under the provisions of Section 18 of Article VIII of the Constitution of the State of Texas, pursuant to authority therein contained, as well as authority

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contained in the provisions of Section 18 of Article V of the Constitution of the State of Texas.

(5) The Commissioners' Court of Tyler County, Texas, as part of its deliberations in the adoption of this contract, finds that special skill, knowledge and ability and scientific and technical equipment are essential to the performance of the services by Company under the terms of this contract, and that the employment of said Company constitutes the employment of skilled experts in special instances, to assist the Board of Equalization of Tyler County, Texas, in arriving at fair, just, impartial and equal and uniform valuations of properties for tax purposes in said County.

IV.

Company agrees to meet with the Commissioners' Court of Tyler County, Texas, sitting as a Board of Equalization, in due course of the meetings of such Board for the years 1979 and 1980, and to furnish said Board with all appraisals and valuations compiled and prepared by Company under the terms hereof.

V.

For and in consideration of the skilled services, technical knowledge and experience of Company in the performance of the duties hereunder, and in consideration of the information given and assistance furnished to said County in undertaking to value and equalize the values of the said properties properly coming before it for consideration at its equalization hearings in the years 1979 and 1980 County agrees and obligates itself to compensate Company as follows:

For the services herein agreed to be performed, Company shall receive the said sum of \$3700.⁰⁰ per year, for the years 1979 and 1980, to be paid out of the lawful funds of Tyler County, Texas. Said payments to be made upon adjournment of the Board of Equalization in the years 1979 and 1980.

VI.

Said Commissioners' Court hereby specifically contracts and obligates itself to, at any time same may become necessary, pass and enter of record such further order or orders as may be lawful, requisite and necessary to fully authorize and lawfully facilitate the payment of all sums due Company for performance of the services provided for hereunder.

VII.

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It is distinctly understood and agreed that Company does not undertake to furnish or supply to said Commissioners or said County legal services of any kind or character, and all of such services are expressly excluded from the terms of this contract.

VIII.

Company agrees that said Commissioners and said County will in no way be obligated or indebted to Company, or its agents, servants or employees, for salaries, expenses, materials or other charges, except only as herein specifically otherwise provided.

IX.

Company will supply testimony supporting appraised values supplied the County under the terms hereof in all hearings of the Board of Equalization of Tyler County, Texas, for the years 1979 and 1980, and in the event such values shall be attacked in any Court of competent jurisdiction, Company shall supply testimony supporting the appraised values in any Court of competent jurisdiction with respect to appraisals and valuations supplied the County and attacked in a Court of competent jurisdiction.

X.

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 affect the validity of the remaining portions hereof.

XI.

The execution of this contract and the payments herein provided for are authorized by proper Resolution and Order, duly adopted by the Commissioners' Court of Tyler County, Texas, and entered upon the Minutes of such Commissioners' Court, a copy of said Resolution and Order being attached to this contract and by reference incorporated herein and made a part hereof.

EXECUTED IN DUPLICATE ORIGINALS by order of the Commissioners' Court of Tyler County, Texas, on the 15th day of August, A.D., 1978.

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TYLER COUNTY, TEXAS
Party of the First Part

Allen Hurst
County Judge

Marie L. Riley
Commissioner, Precinct No. 1

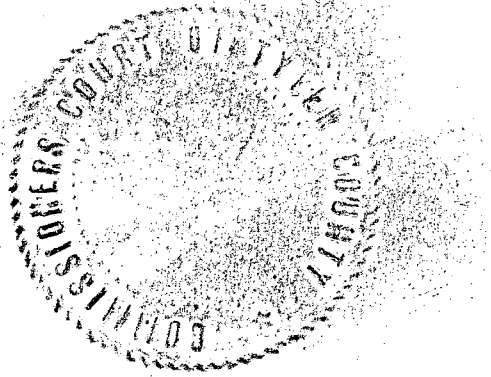
H K Lowell
Commissioner, Precinct No. 2

Leov Lawler
Commissioner, Precinct No. 3

James R. Jordan
Commissioner, Precinct No. 4

ATTEST:

Walter Bastick
County Clerk, Tyler County



TRUETT F. PRITCHARD & ASSOCIATES, INC.
Party of the Second Part

Truett F. Pritchard
Truett F. Pritchard, President

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THE HONORABLE COMMISSIONERS COURT
TYLER COUNTY COURTHOUSE
WOODVILLE, TEXAS

NO. _____ TIME 9:40 AM

AUG 14 1978

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: Carlin Collier

Thomas C. Fortenberry
Commercial & Residential Builder

P. O. Box 878
Woodville, Texas 75979
(713) 283-2113

August 14, 1978

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To The Honorable
Commissioners Court
Tyler County, Texas

Gentlemen:

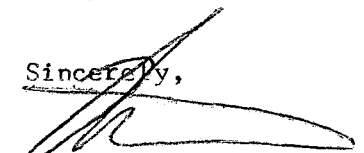
I wish to submit the following bid in accordance with plans and specifications submitted for the expansion and renovation to the Tyler County Tax Office located in Woodville, Texas. Bid is as follows: \$58,672.55----- (Fifty-eight thousand, six hundred, seventy-two and 55/100 Dollars).

If I am the successful bidder work can commence in two (2) weeks. Project can be completed in ninety (90) working days from date of contract.

Enclosed please find Bid Bond in the name of Thomas C. Fortenberry, General Contract.

Thank you for the opportunity of bidding on this expansion and with best regards to each of you, I am

Sincerely,



Thomas C. Fortenberry

TCF:ma
cc:files



Dallas, Texas 75201

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

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BID BOND

Know all Men by These Presents,

That we, Thomas C. Fortenberry, General Contractor

of Woodville, Texas (hereinafter called the Principal), as
Principal, and Security National Insurance Company

(hereinafter called the Surety); as Surety are held and firmly bound unto _____

Tyler County, Texas

(hereinafter called the Obligee) in the penal sum of

ONE PERCENT (1%) OF GREATEST AMOUNT BID - - - - - DOLLARS

for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 14th day of August 19 78

THE CONDITION OF THIS OBLIGATION IS SUCH That, whereas the Principal has
submitted or is about to submit a proposal to the Obligee on a contract for construction
of an Addition to Tyler County Tax Office, Woodville, Texas.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal
shall, within such time as may be specified, enter into the contract in writing and give bond
with surety acceptable to the Obligee, for the faithful performance of the said contract, then
this obligation shall be void; otherwise to remain in full force and effect.



By: _____ (L. S.)

SECURITY NATIONAL INSURANCE COMPANY

By: Sara C. Hughes
Sara C. Hughes Attorney-in-Fact.



Dallas, Texas 75201

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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

SARA C. HUGHES OR NELL PRINCE - 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 26th day of OCTOBER, 19 76

Judy Fagan signature
JUDY FAGAN, ASST. SECRETARY

A. J. Tyler signature
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 14th day of August, 19 78



Judy Fagan signature
JUDY FAGAN, ASST. SECRETARY

FILED FOR RECORD July 26, 1979 at 4:00 o'clock P M
DULY RECORDED Sept 21, 1979 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
Grace Bostick

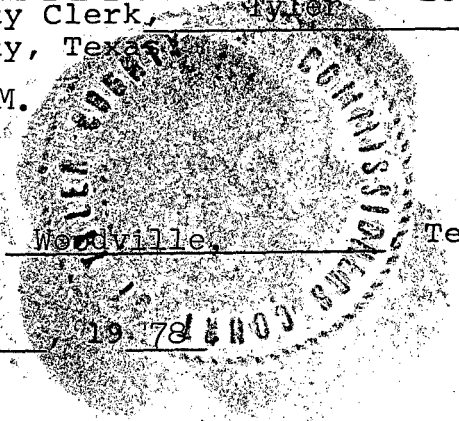
NOTICE OF BOARD OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Courthouse in the town of Woodville, Tyler County, Texas, at Commissioner's Courtroom on Tuesday, the 15 day of August, 1978, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Tyler County, Texas, for taxable purposes for the year 1978, and any and all persons interested or having business with said Board are hereby notified to be present.

The Board has set aside the following dates for:

- Aug. 15, 1978 Util. RR. Pipelines, Oil
 - Aug. 28,29, 1978 Individuals
 - Aug. 30, 1978 Timber Companies Grace Bostick (Grace Bostick)
County Clerk,
County, Texas
- Time for Individuals, 9:00 til 12:00 A.M.
Time for others, 10:00 til 12:00 A.M.

Tyler County, Woodville, Texas
26 day of July, 1978



FILED FOR RECORD: 8-16 1978 at 3:00 o'clock P M
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INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
BY Grace Bostick Deputy

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING-----
BOARD OF EQUALIZATION
AUGUST 15, 1978-----10:00 A.M.

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RECESS

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A motion was made by Commissioner Jordan and seconded by Commissioner Riley to table the study for the County Highway Committee until the next Regular Meeting of Commissioner's Court, Sept. 11, 1978 at 10:00 A.M. All voted yes and none no.

A motion was made by Commissioner Jordan to reject the Bid of Thomas C. Fortenberry, for construction of addition to the County Tax Office. The motion died, because of a lack of a second motion.

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COMMISSIONER'S COURT RECESSED UNTIL FRIDAY AUG. 18, 1978 -- 1:0'Clock.

BOARD OF EQUALIZATION in SESSION

The Commissioner's Court met as a Tax Equalization Board Hearing which was attended by representatives of the Utilities, Gas, Oil, Railroad and Electric Companies. Those represented were: Francis Kirkland, Sun Pipeline Co.; H.E. Striedel, Sam Houston Electric; Leo Capdevielle, Southern Pacific Railroad; George W. Houk, Texaco, Inc. Karen Pace, and Roy Hester, Gulf States Utilities; and Charlie Bailey, Atlantic Richfield Co. The assessed value of approximately \$29,660,160.00. List attached.

RECESS UNTIL AUGUST 28, 1978

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
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Commissioner Jordan made a motion to reject all Bids. Comm. Lowe seconded this motion. Commissioner Fowler opposed and Comm. Riley abstained.

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Commissioners Jordan and Lowe with Riley, voted to reject this Bid. Commissioner Fowler voted against rejection. Comm. Fowler commented that the money was available, in the capital improvement fund, the space was needed for the Tax Office Building, and Plans had been drawn up, and paid for, with the agreement of Commissioner's Court. Now there was one Bid, presented, and all was legal. Time will increase price scales. No other action was taken. Bid attached.

There being no further business, the meeting adjourned.

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

