

**COMMISSIONERS' COURT
SPECIAL MEETING
MAY 22, 2000**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, May 22, 2000, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS.....COUNTY JUDGE
MIKE PRICE.....COMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
BILLY J. THOMPSON.....COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
SHERRY MARS COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, COUNTY AUDITOR
MIGUEL LARSEN, CHIEF DEPUTY SHERIFF

JERRY DANIEL ANN RUNDLE
BOB GRAY

IN THE MATTER OF
APPROVING BID FOR TRACTOR/LOADER/BACKHOE
FOR PRECINCT 3

Two bids were received from Conroy Tractor, Inc. for \$46,595.00 and Future Equipment for \$49,470.00.

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Mike Price to approve the bid from Conroy Tractor, Inc. for a New Holland Tractor/Loader/Backhoe for the sum of \$46,595.00. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
APPROVING BID FOR SIX NEW VEHICLES
FOR SHERIFF'S OFFICE

One bid was received from Philpott Motor Company for the following:

1. One 2000 Year Model Crown Victoria - Unmarked Police Package for \$21,525.00.
2. Four 2000 Year Model Crown Victoria - Police Package for \$23,884.00 each or \$95,536.00 total.
3. One 2000 Year Model Ford Club Wagon for \$22,974.00.

Total bid for all 6 vehicles was \$140,035.00.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the bid from Philpott Motor Company for the total sum of \$140,035.00. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
CONSIDERING RESOLUTIONS AND
TAX RESALE DEEDS

(Cause #23194)

(Lot 2 Block 20, Town of Talco, as described in Volume 401, Page 477, Deed Records of Titus County, Texas.)

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the Resolution and Tax Resale Deed for Robin Rhymes bid for \$600.00. Motion carried unanimously. *SEE ATTACHMENT "C"*

(Cause #27071)

(Part of Lot 5A and 6A, Block 2, "Jim Morris Addition," Town of Talco, being more particularly described as the First and Second Tracts in Volume 550, Page 170, Deed Records of Titus County, Texas.)

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the Resolution and Tax Resale Deed for Robin Rhymes bid for \$1,000.00. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF
APPROVING COUNTY OFFICIAL REPORTS

Motion was made by Commissioner Mike Price and was seconded by Commissioner Thomas E. Hockaday to approve written reports from County Auditor, County Clerk, Justice Of The Peace, Precinct 2, County Environmental Inspector, County Extension Outreach, Cookville Volunteer Fire Department, and Five Star Volunteer Fire Department. Motion carried unanimously.

IN THE MATTER OF
APPROVING BUDGET AMENDMENTS

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve budget amendments number 28 to 30. These amendments can be seen in County Auditor's Office. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner Billy J. Thompson to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
DISCUSS FINANCING OF BACKHOE
PRECINCT 3

No action was taken.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to adjourn. Motion carried unanimously.



CONROY TRACTOR, INC.

P.O. BOX 312 2809 WEST FERGUSON
MT. PLEASANT, TEXAS 75456-0312
903-572-2629



May 2, 2000

Commissioners Court
Titus County

We appreciate the opportunity to bid on 1 555E New Holland Tractor/Loader/Backhoe with 4wd, four post roll bar and extendable boom. This machine will meet and exceed all your specifications.

Delivery will be from 90 to 100 days.

Enclosed you will find literature and specifications.

Selling Price \$46,595.00

Sincerely,

A handwritten signature in cursive script that reads "Johnny O. Conroy".

Johnny O. Conroy
CONROY TRACTOR INC.



Tuesday, May 16, 2000

Billy Jack Thompson
Titus County Precinct 4
P.O. Box 700
Mt. Pleasant Texas 75455

Dear Billy,

We are pleased to bid the following equipment:

New 2000 Model Case 580L 4WD Extendahoe per bid specifications.

Bid Price.....\$ 49,470.00

Warranty: 1 year unlimited hours full machine/ 2 years 2000 hours powertrain.

Delivery: 30-40 days

Yours sincerely


Jerry Daniel

FUTURE EQUIPMENT • A FLOYD AND RUNNELS CO.

SHERMAN: 117 HIGHWAY 82 WEST • SHERMAN, TEXAS 75091 • 903-893-7586
GAINESVILLE: 3218 HIGHWAY 82 WEST • GAINESVILLE, TX 76240 • 817-805-4314
TYLER: 814 S. SOUTHWEST LOOP 323 • TYLER, TEXAS 75701 • 903-593-0201
LONGVIEW: 291 SOUTH EASTMAN ROAD • LONGVIEW, TEXAS 75602 • 903-783-4481
EULESS: 2019 AIRPORT FREEWAY • EULESS, TEXAS 76040 • 817-283-2844

CASE



Philpott Motor Company

1400 U.S. Highway 69
Nederland, TX 77627Mailing Address:
P.O. Box 876
Port Neches, TX 77651
409-727-1451

MAY 18, 2000

BID PROPOSAL FOR TITUS COUNTY

ATTENTION: COMMISSIONER'S COURT

(4) 2000 FORD CROWN VICTORIA POLICE CARS \$23,884.00 \$95,536.00
WHITE IN COLOR WITH THE FOLLOWING:
CLOTH BUCKETS FRONT/VINYL REAR ✓
TRACTION LOCK AXLE
4.6L V8 ENGINE
SPEED CONTROL
AM-FM RADIO
RADIO SUPPRESSION PACKAGE
DRIVERS SPOTLIGHT
AUXILIARY FUSE BLOCK
100 WATT MOTOROLA 99 CHAN VHF RADIO
MX7000 LIGHT BAR
6-WAY SWITCHBOX
SIREN/PA WITH SPEAKER
PUSH BUMPER
WIRE CAGE W/SPLIT SEAT PROTECTOR
HEAD LIGHT WIG-WAG FLASHERS
PRO-COPPER EQUIPMENT CONSOLE
WITH ARMREST
PRO GARD ELECTRIC SHOTGUN RACK
INSTALLATION OF ALL EQUIPMENT
DELIVERY TO TITUS COUNTY.

PLEASE ALLOW 30-45 DAYS FOR EQUIPMENT INSTALLATION AND
DELIVERY TO TITUS COUNTY.

(1) 2000 FORD CROWN VICTORIA \$21,525.00 \$21,525.00
UNMARKED POLICE CAR
CLOTH SPLIT BENCH SEAT W/ARMREST
TRACTION LOCK AXLE
4.6L V8 ENGINE
SPEED CONTROL
AM-FM RADIO
RADIO SUPPRESSION PACKAGE
AUXILIARY FUSE BLOCK

"A Tradition Since 1950"

UNMARKED CAR CONTINUED:

100 WATT MOTOROLA 99 CHAN VHF RADIO
DELIVERY TO TITUS COUNTY

DELIVERY OF A SILVER UNMARKED POLICE CAR CAN BE MADE IN 30-45
DAYS OR YOU CAN CHOOSE ANOTHER COLOR FOR DELIVERY WITHIN 45-75
DAYS PRODUCTION PERMITTED.

(1) 2000 FORD 15 PASSENGER CLUB WAGON \$22,974.00 \$22,974.00

COLOR: WHITE

5.4L V8 ENGINE

FRONT/REAR AIR CONDITIONING

SPEED CONTROL

AM-FM RADIO

VINYL SEATS

VINYL FLOOR

RADIO SUPPRESSION PACKAGE

MOTOROLA MARATRAC 100 WATT VHF MOBILE RADIO

DELIVERY TO TITUS COUNTY IN 60-90 DAYS, PRODUCTION PERMITTED.

YOU CAN REACH ME AT 888 858-7801 or FAX 956 412-9199

THANK YOU FOR YOUR KIND CONSIDERATION AND BUSINESS



ALAN WILEY
GOVERNMENT FLEET CONSULTANT

WHEREAS, Titus County, Texas has become the owner of certain real property (see attached Exhibit 'A') by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in (see attached Exhibit 'A').

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of the county of Titus, Titus County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit 'A')

for and in consideration of the cash sum of (see attached Exhibit 'A'), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 22 day of MAY, 2000.

Attest:

SHERRY MARS, TITUS COUNTY CLERK

Darryl Crocker
County Judge

BY Jean Crover

Secretary JEAN CROVER, DEPUTY COUNTY CLERK
(seal)

Those Voting Aye Were:

Thomas Z. Hockaday
W. L. K. F.
Mike Fields
Billy Thompson

Those Voting Nay Were:

EXHIBIT A

Cause No.	23,194 Talco-Bogata CISD, et al vs. Chester N. Potts, et al
Judgment date	December 15, 1997
Judgment Amount	\$1,210.97-Rivercrest ISD \$471.57-City of Talco \$104.68-Northeast Texas CCD \$288.95-Titus County
Present Bid	\$600.00
Bidder	Robbin Rhyne 1505 S. Williams Mt. Pleasant, Texas 75455

PROPERTY DESCRIPTION

Lot 2, Block 20, Town of Talco, as described in Volume 401, Page 477, Deed Records of
Titus County, Texas (Acct. # R26838-Rivercrest ISD, #04000-0020-00020-City of
Talco, Northeast Texas Community College District, Titus County)

TAX RESALE DEED

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TITUS

X

That Rivercrest Independent School District formerly known as Talco-Bogata Consolidated Independent School District, Northeast Texas Community College District, City of Talco, and Titus County, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$600.00 cash in hand paid by

ROBBIN RHYNE
1505 S. WILLIAMS
MT. PLEASANT, TEXAS 75455

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 23,194, Talco-Bogata Consolidated Independent School District, et al vs. Chester N. Potts, et al, in the district court of said county, said property being located in Titus County, Texas, and described as follows:

Lot 2, Block 20, Town of Talco, as described in Volume 401, Page 477, Deed Records of Titus County, Texas (Acct. # R26838-Rivercrest ISD, #04000-0020-00020-City of Talco, Northeast Texas Community College District, Titus County)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the year the tax lien(s) arose.

VOL 28 PAGE 126

IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this
24 day of May, 2000.

Titus County

BY: Danny P. Crooks

County Judge

STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 24 day of
May, 2000, by Danny P. Crooks County Judge, of Titus County.



Staci Acker

Notary Public, State of Texas
Commission Expires: 11-24-2001

After recording return to:

Robbin Rhyne
1505 S. Williams

Mt. Pleasant, Texas 75455

sfd:\D:\my documents\resale deeds\titus\23194res.doc\05/05/00 1:30 PM

WHEREAS, Titus County, Texas has become the owner of certain real property (see attached Exhibit 'A') by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in (see attached Exhibit 'A').

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of the county of Titus, Titus County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit 'A')

for and in consideration of the cash sum of (see attached Exhibit 'A'), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 22 day of MAY, 2000.

Attest:
SHERRY MARS, TITUS COUNTY CLERK

Dan L. Carter
County Judge

BY Jean Crover
JANET JEAN CROVER, DEPUTY COUNTY CLERK
(seal)

Those Voting Aye Were:

Shirley E. Hockaday
Mike L.
Mike Fields
Billy D. Thompson

Those Voting Nay Were:

EXHIBIT A

Cause No.	27,071 City of Talco, et al vs. Jack Winn, et al
Tax Warrant date	November 9, 1999
Tax Warrant Amount	\$2,469.44-Rivercrest ISD \$1,468.89-City of Talco \$1,120.21-Northeast Texas CCD
Present Bid	\$1,000.00
Bidder	Robbin Rhyne 1505 S. Williams Mt. Pleasant, Texas 75455

PROPERTY DESCRIPTION

Part of Lot 5A and 6A, Block 2, "Jim Morris Addition," Town of Talco, being more particularly described as the First and Second Tracts in Volume 550, Page 170, Deed Records of Titus County, Texas (Acct. # R26642-Rivercrest ISD, #04050-00020-00051-City of Talco, Titus County)

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TITUS

X

That Rivercrest Independent School District formerly known as Talco-Bogata Consolidated Independent School District, Northeast Texas Community College District, City of Talco, and Titus County, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,000.00 cash in hand paid by

ROBBIN RHYNE
1505 S. WILLIAMS
MT. PLEASANT, TEXAS 75455

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the property herein described, acquired by tax warrant foreclosure sale heretofore held under Cause No. 27,071 City of Talco vs. Jack Winn, et al, in the district court of said county, said property being located in Titus County, Texas, and described as follows:

Part of Lot 5A and 6A, Block 2, "Jim Morris Addition," Town of Talco, being more particularly described as the First and Second Tracts in Volume 350, Page 170, Deed Records of Titus County, Texas (Acct. # R26642-Rivercrest ISD, #04050-00020-00051-City of Talco, Titus County)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax warrant, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den., 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the year the tax lien(s) arose.

VOL 28 PAGE 131

IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this 24 day of MAY, 2000.

Titus County

BY: *Danny P. Crooks*
County Judge

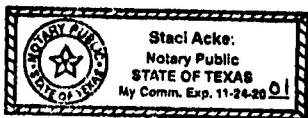
STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 24 day of MAY, 2000, by DANNY P. CROOKS County Judge, of Titus County.



Staci Acke
Notary Public, State of Texas
Commission Expires: 11-24-2001

After recording return to:

Robbin Rhyne
1505 S. Williams

Mt. Pleasant, Texas 75455

afcd:\my documents\resale deeds\titus\27071twres.doc\05/05/00 3:24 PM