

**SCANNED**

Date: 8/5/2010

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
August 3, 2010 ---- 9:00 a.m.

THE STATE OF TEXAS                      ON THIS THE 3rd day of August, 2010 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: Commissioner Marshall thereby constituting a quorum. In  
addition to the above was:

JACKIE SKINNER	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE R. SMITH	CRIMINAL DISTRICT ATTORNEY

A motion was made by **Commissioner Walston** to award the bid for materials and  
equipment for the **Tyler County 2008 CD Block Grant TXCDBG #728410** to Rural  
Pipe & Supply for \$96,725. **Commissioner Nash** seconded the motion. All voted yes  
and none no. This is for the Tyler County Water Supply Corp. water improvements  
project in Fred. SEE ATTACHED

A motion was made by **Commissioner Walston** to award the bid for boring contract for  
**Tyler County 2008 CDB Grant TXCDBG #728410** to Inman & Adams in the amount  
of \$18,660. **Commissioner Hughes** seconded the motion. All voted yes and none no.

**Commissioner Nash** motioned to support the **East Texas Electric Cooperative  
Woodville Renewable Energy project**. **Commissioner Walston** seconded the motion.  
All voted yes and none no. SEE ATTACHED LETTER

**Commissioner Nash** motioned to authorize advertisement for bids to dispose of **scrap  
metal at Precinct #1 county barn**. The motion was seconded by **Commissioner  
Walston**. All voted yes and none no. SEE ATTACHED NOTICE TO BIDDERS

**Commissioner Hughes** motioned to authorize advertisement for bids for a Kubota  
V3800D1-T1 tractor and Terrain King KB2200 boom. The motion was seconded by  
**Commissioner Nash**. This will be a lease/purchase per specifications. All voted yes and  
none no. SEE ATTACHED NOTICE TO BIDDERS

A motion was made by **Judge Blanchette** to approve the resale of Warren Independent  
School District and Woodville Independent School District Trust Property. The motion  
was seconded by **Commissioner Nash**. All voted yes and none no. SEE ATTACHED  
LIST OF PROPERTIES.

A motion was made by **Commissioner Walston** to approve enrolling the **part-time  
employees** in the **Texas County and District Retirement System**, which meet the  
criteria. The motion was seconded by **Commissioner Hughes**. Mrs. Fuller reported  
having 10 employees that will be enrolled. She has not received the calculations from  
Ralph Wallace. Commissioner Nash advised to give the TCDRS a deadline of September  
1<sup>st</sup> as to not be accruing additional interest. As to the deficiency since 2005 to employees  
that no longer work for the county, Joe Smith directed the treasurer to get the interest  
calculation that will be added on a daily basis. Commissioner Walston stated the  
legislature needs to revisit this legislation. All voted yes and none no.

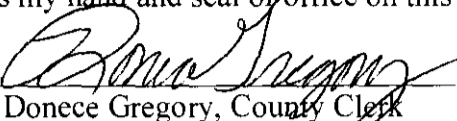
A motion was made by Commissioner Nash to adjourn the meeting. Commissioner  
Walston seconded the motion. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 9:15a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on August 3, 2010.

Witness my hand and seal of office on this the 3rd day of August, 2010.

Attest:

  
Donece Gregory, County Clerk  
Tyler County, Texas

TYLER COUNTY  
 FY-2008 TCDP WATER IMPROVEMENTS PROJECT/FRED AREA  
 TCDP CONTRACT NUMBER: 728410  
 CONTRACT PERIOD: 6/22/2008 TO 6/21/2011  
 ACCOUNT NUMBER: 087 - 460

<b>FUNDS:</b>		<u>Required Match</u>
TDRA:	\$ 250,000.00	\$83,000.00
LOCAL CASH:	\$ 113,750.00	
LOCAL IN KIND:	\$ 72,212.00	
LOCAL NOTE ENG:	\$ 16,000.00	
	<u>\$ 451,962.00</u>	

REPORT DATE: 07/13/2010

Amendment Budget

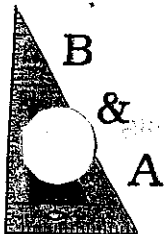
INCLUDES DRAWDOWN NO. 00-2

<u>PROJECT ACTIVITY</u>	<u>APPROVED BUDGET</u>	<u>EXPENDED</u>	<u>BALANCE</u>	<u>OBLIGATED UNEXPENDED</u>	<u>ACTUAL BALANCE</u>	<u>ADJUSTED BALANCE</u>
1A. Water Facilities						
TDRA	\$ 217,000.00	\$ 0.00	\$ 217,000.00	\$ 115,391.80	\$ 101,608.20	\$ 101,608.20
LOCAL-CASH	\$ 18,750.00	\$ 0.00	\$18,750.00	\$ 0.00	\$18,750.00	\$18,750.00
LOCAL-FORCE ACCOUNT	\$ 72,212.00	\$ 0.00	\$ 72,212.00	\$ 0.00	\$ 72,212.00	\$ 72,212.00
24.) Acquistiton	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
30.) Engineering-LOCAL	\$ 101,000.00	\$ 16,000.00	\$ 85,000.00	\$ 85,000.00	\$ 0.00	\$ 0.00
32.) Administration						
TDRA	\$ 33,000.00	\$ 0.00	\$ 33,000.00	\$ 33,000.00	\$ 0.00	\$ 0.00
LOCAL-ENVIRONMENTAL	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	<u>\$ 451,962.00</u>	<u>\$ 26,000.00</u>	<u>\$ 425,962.00</u>	<u>\$ 233,391.80</u>	<u>\$192,570.20</u>	<u>\$192,570.20</u>

**CONTRACTS:**

Administration: David J. Waxman, Inc.	\$ 43,000.00	(Includes \$10,000.00 for Environmental Review by Environ)
Engineering: Goodwin - Lasiter	\$ 16,000.00	*
Engineering: Bleyl & Associates	\$ 85,000.00	
Rural Pipe & Supply (Materials)	\$ 96,725.80	
Inman & Adams (Bores)	\$18,666.00	

- a.) \*Note:\$16,000.00 Spent by Project on Engineering - Goodwin-Lasiter
- b.) The Local cash for Construction is \$18,750.00 and will not be needed.
- c.) The Local Match required is \$83,000.00
- l.) Engineering and Environmental cannot be paid with Grant Funds (no procurement)
- i.) District intends to use the "extra" \$115,391.80 to pay for Force Account Labor and Equipement (FEMA Rates)



# Bleyl & Associates

## Project Engineering & Management

1722 Broadmoor  
Suite 210  
Bryan, TX 77802

July 15, 2010

The Honorable Jacques L. Blanchette  
County Judge, Tyler County  
100 W. Bluff, RM #102  
Woodville, TX. 75979

Re: Recommendation of Award for Tyler County 2008 CD Block Grant  
TXCDBG #728410

Dear Judge Blanchette:

A public bid opening was held at the Tyler County Courthouse on July 9, 2010 at 10:00 am for the Materials and Equipment. Three bids were received and read aloud.

A summary below gives the results of all bidders:

	Rural Pipe & Supply	Coburn's	HD Waterworks
<b>Bid Amount</b>	\$96,725.80	\$101,905.44	\$118,289.97

The public bid opening for the Boring Contract was also held at the Tyler County Courthouse on July 9, 2010 at 10:45 am. A single bid was received and read aloud.

	Inman & Adams
<b>Bid Amount</b>	\$18,660.00

Both Rural Pipe & Supply and Inman & Adams have a very positive history of providing materials and construction services to Tyler County, Tyler County WSC, and Waxman & Associates. Therefore, I recommend awarding the Materials contract to Rural Pipe & Supply for the contract amount of \$96,725.80 and the Boring Services contract to Inman & Adams for the contract amount of \$18,660.00.

Sincerely,

Sam J. Vernon, P.E.  
Regional Manager/Design Engineer

Cc: Jerry Lovelady  
David J. Waxman  
File

Bryan  
79)-268-1125  
79)-260-3849

Austin  
(512)-328-7878  
(512)-328-7884 Fax

Conroe  
(936)-441-7833  
(936)-760-3833 Fax

Bi Tab  
Tyler County Water Supply Corporation  
System Improvements  
Bids Read Aloud - July 9, 2010

				Rural Pipe & Supply		HD Waterworks		Coburn's	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>WATER LINE ITEMS</b>									
1	35,000	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation	\$1.88	\$65,800.00	\$1.97	\$68,950.00	\$1.87	\$65,450.00
2	60	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation	\$10.15	\$609.00	\$10.97	*\$658.20	\$7.75	\$465.00
3	120	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation	\$0.96	\$115.20	\$1.05	\$126.00	\$0.99	\$118.80
4	2	EA	Furnish 6" MJ DI 90 deg bend with accessories	\$81.50	\$163.00	\$78.00	\$156.00	\$79.20	\$158.40
5	32	EA	Furnish 6" MJ DI 45 deg bends with accessories	\$72.10	\$2,307.20	\$69.08	\$2,210.56	\$70.20	\$2,246.40
6	2	EA	Furnish 6" MJxFE DI tee with accessories	\$114.89	\$229.78	\$127.51	\$255.02	\$114.00	\$228.00
7	12	EA	Furnish 6x4" FExFE DI tee with accessories	\$127.75	\$1,533.00	\$156.00	\$1,872.00	\$129.00	\$1,548.00
8	1	EA	Furnish 6x4" PExPE DI reducer with accessories	\$33.00	\$33.00	\$62.09	\$62.09	\$55.50	\$55.50
9	3	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)	\$104.00	\$312.00	\$97.71	\$293.13	\$50.00	\$150.00
10	5	EA	Furnish 6" MJ resilient wedge gate valve with accessories	\$294.75	\$1,473.75	\$475.80	\$2,379.00	\$400.00	\$2,000.00
11	26	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories	\$294.75	\$7,663.50	\$475.80	\$12,370.80	\$400.00	\$10,400.00
12	1	EA	Furnish 4" MJ resilient wedge gate valve with accessories	\$212.75	\$212.75	\$371.78	\$371.78	\$310.00	\$310.00

**Bid Tab**  
**Tyler County Water Supply Corporation**  
**System Improvements**  
**Bids Read Aloud - July 9, 2010**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
13	13	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories	\$212.75	\$2,765.75	\$371.78	\$4,833.14	\$310.00	\$4,030.00
14	4	EA	Furnish 1/2"-55 APCO air release valve	\$100.10	\$400.40	\$109.73	\$438.92	\$120.00	\$480.00
15	4	EA	Furnish 6"x1/2" stainless steel saddle	\$98.70	\$394.80	\$68.41	\$273.64	\$50.00	\$200.00
16	4	EA	Furnish 1/2" bronze gate valve	\$3.75	\$15.00	\$4.48	\$17.92	\$3.65	\$14.60
17	3	EA	Furnish 2" bronze gate valve	\$19.19	\$57.57	\$25.01	\$75.03	\$20.20	\$60.60
18	8	EA	Furnish 1/2"x close brass nipple	\$0.90	\$7.20	\$1.09	\$8.72	\$1.10	\$8.80
19	6	EA	Furnish 2"x close brass nipple	\$5.40	\$32.40	\$6.94	\$41.64	\$6.94	\$41.64
20	1	EA	Furnish 4" MJxFE DI tee with accessories	\$80.17	\$80.17	\$96.50	\$96.50	\$76.90	\$76.90
21	10	EA	Furnish 4" MJ DI 90 deg bends with accessories	\$54.50	\$545.00	\$51.86	\$518.60	\$51.60	\$516.00
22	4	EA	Furnish 4" MJ DI 45 deg bends with accessories	\$48.50	\$194.00	\$47.68	\$190.72	\$46.20	\$184.80
23	11	EA	Furnish 4" MJ tee with accessories	\$75.75	\$833.25	\$79.20	\$871.20	\$72.00	\$792.00
24	22	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories	\$24.50	\$539.00	\$27.06	\$595.32	\$29.00	\$638.00
25	45	EA	Cast iron Type "A" valve box with lid marked "W"	\$30.50	\$1,372.50	\$34.80	\$1,566.00	\$24.00	\$1,080.00
26	1	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)	\$2,175.00	\$2,175.00	\$2,984.00	\$2,984.00	\$2,800.00	\$2,800.00
27	5	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail	\$721.00	\$3,605.00	\$2,665.60	\$13,328.00	\$975.00	\$4,875.00
28	2	EA	6" MJ-Flange adapter kit with accessories	\$61.29	\$122.58	\$68.98	\$137.96	\$60.00	\$120.00

**Bid Tab**  
**Tyler County Water Supply Corporation**  
**System Improvements**  
**Bids Read Aloud - July 9, 2010**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
29	34	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"	\$11.00	\$374.00	\$10.34	\$356.61	\$13.00	\$442.00
30	69	EA	Roll 500' Any color, 14 ga, solid insulated copper wire	\$40.00	\$2,760.00	\$32.63	\$2,251.47	\$35.00	\$2,415.00
<b>WATER LINE ITEMS TOTAL</b>					<b>\$96,725.80</b>		<b>\$118,289.97</b>		<b>\$101,905.44</b>

\*Math error - Original Bid Read "\$642.60". An adjustment of +\$15.60 has been made to reflect unit price.

**Bid Tab**  
**Tyler County Water Supply Corporation**  
**System Improvements**  
**Bids Read Aloud - July 9, 2010**

				Inman & Adams	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b>Boring Line Items</b>					
1	1	LF	Mobilization and insurance (Not to exceed 5% of the total of all other items)	\$0.00	\$0.00
2	654	LF	Install 6" water line by bore under paved roads, paved driveways and culverts. Bore lengths are as follows: 12', 22', 56', 32', 12', 12', 15', 12', 12', 18', 12', 28', 12', 11', 15', 17'	\$26.00	\$17,004.00
3	46	LF	Install 10" casing pipe by bore under waterways. Bore lengths are as follows: 27' and 19'.	\$36.00	\$1,656.00
<b>ROAD BORING LINE ITEM TOTALS</b>					<b>\$18,660.00</b>



COUNTY OF TYLER, TEXAS

STANDARD FORM OF AGREEMENT  
FOR OWNER-SUPPLIER PROJECTS

STATE of TEXAS }

TYLER COUNTY }

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of August, A.D. 2010, by and between Tyler County of the COUNTY of Tyler in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Rural Pipe and Supply 809 Visador Rd. Jasper TX 75951, Party of the Second Part, hereinafter termed SUPPLIER.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (SUPPLIER), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the delivery of materials for certain improvements described as follow:

Installation of domestic water supply line and appurtenances.

under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish and deliver all materials, necessary to complete the said construction, in accordance with the General and Special Conditions of Agreement and the Specifications and addenda therefore, as prepared by Sam Vernon, P.E., herein entitled the ENGINEER, each of which has been identified by the SUPPLIER and the ENGINEER, together with the SUPPLIER'S written proposal, the General Conditions of the Agreement hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The SUPPLIER hereby agrees to commence delivery of materials within ten (10) calendar days after the date written notice to do so shall have been given to him, and to be at Final Completion within 45 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the SUPPLIER in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part (OWNER)

Party of the Second Part (SUPPLIER)

By: *Jacqueline Sanchez*

By: *Tyler*

ATTEST: *Dennis*

ATTEST: *Philip*

**Rural Pipe & Supply**  
P.O. Box 1540 \* 809 Visador Rd.  
Jasper, TX 75951  
(409)384-5800 \* (409)384-9363 Fax

**BID PROPOSAL**  
**Tyler County Water Supply Corporation**  
**Water System Improvements**

Tommy Shaver  
Rural Pipe & Supply

*Tommy Shaver*

**BID PROPOSAL**  
**Tyler County Water Supply Corporation**  
**Water System Improvements**  
**Addendum 1 July 6, 2010**

Rural Pipe & Supply  
 P.O. Box 1540  
 309 Visador Road  
 Jasper, Texas 75951  
 (409) 884-5800

Bidder acknowledges receipt of addenda.

1  
 Addendum No.

Tommy Shaver  
 Signature

7-9-10  
 Date

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b>WATER LINE ITEMS</b>					
1	35,000	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation (delivered as instructed) per linear foot	\$ <u>1.88</u>	\$ <u>65,800.00</u>
2	60	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation (delivered as instructed) per linear foot	\$ <u>10.15</u>	\$ <u>609.00</u>
3	120	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation ((delivered as instructed) per each	\$ <u>.96</u>	\$ <u>115.20</u>
4	2	EA	Furnish 6" MJ DI 90 deg bend with accessories ((delivered as instructed) per each	\$ <u>81.50</u>	\$ <u>163.00</u>
5	32	EA	Furnish 6" MJ DI 45 deg bends with accessories (delivered as instructed) per each	\$ <u>72.10</u>	\$ <u>2,307.20</u>
6	2	EA	Furnish 6" MJxFE DI tee with accessories (delivered as instructed) per each	\$ <u>114.89</u>	\$ <u>229.78</u>
7	12	EA	Furnish 6"x4" FExFE DI tee with accessories (delivered as instructed) per each	\$ <u>127.75</u>	\$ <u>1,533.00</u>
8	1	EA	Furnish 6"x4" PExPE DI reducer with accessories (delivered as instructed) per each	\$ <u>33.00</u>	\$ <u>33.00</u>
9	3	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe) (delivered as instructed) per each	\$ <u>104.00</u>	\$ <u>312.00</u>
10	5	EA	Furnish 6" MJ resilient wedge gate valve with accessories (delivered as instructed) per each	\$ <u>294.75</u>	\$ <u>1,473.75</u>
11	26	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories (delivered as instructed) per each	\$ <u>294.75</u>	\$ <u>7,663.50</u>
12	1	EA	Furnish 4" MJ resilient wedge gate valve with accessories (delivered as instructed) per each	\$ <u>212.75</u>	\$ <u>212.75</u>
13	13	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories (delivered as instructed) per each	\$ <u>212.75</u>	\$ <u>2,765.75</u>
14	4	EA	Furnish 1/2" -55 APCO air release valve (delivered as instructed) per each	\$ <u>100.10</u>	\$ <u>400.40</u>

**BID PROPOSAL**  
**Tyler County Water Supply Corporation**  
**Water System Improvements**  
**Addendum 1 July 6, 2010**

Tyler County Water Supply  
 P.O. Box 1540  
 809 Visador Road  
 Jasper, Texas 75951  
 (409) 884-5800

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
15	4	EA	Furnish 6"x1/2" stainless steel saddle (delivered as instructed) per each	\$ <u>98<sup>70</sup></u>	\$ <u>394<sup>80</sup></u>
16	4	EA	Furnish 1/2" bronze gate valve (delivered as instructed) per each	\$ <u>3<sup>75</sup></u>	\$ <u>15<sup>00</sup></u>
17	3	EA	Furnish 2" bronze gate valve (delivered as instructed) per each	\$ <u>19<sup>19</sup></u>	\$ <u>57<sup>57</sup></u>
18	8	EA	Furnish 1/2"x close brass nipple (delivered as directed) per each	\$ <u>.90</u>	\$ <u>7<sup>20</sup></u>
19	6	EA	Furnish 2"x close brass nipple (delivered as instructed) per each	\$ <u>5<sup>40</sup></u>	\$ <u>32<sup>40</sup></u>
20	1	EA	Furnish 4" MJxFE DI tee with accessories (delivered as instructed) per each	\$ <u>80<sup>17</sup></u>	\$ <u>80<sup>17</sup></u>
21	10	EA	Furnish 4" MJ DI 90 deg bends with accessories (delivered as instructed) per each	\$ <u>54<sup>50</sup></u>	\$ <u>545<sup>00</sup></u>
22	4	EA	Furnish 4" MJ DI 45 deg bends with accessories (delivered as instructed) per each	\$ <u>48<sup>50</sup></u>	\$ <u>194<sup>00</sup></u>
23	11	EA	Furnish 4" MJ tee with accessories (delivered as instructed) per each	\$ <u>75<sup>75</sup></u>	\$ <u>833<sup>25</sup></u>
24	22	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories (delivered as instructed) per each	\$ <u>24<sup>50</sup></u>	\$ <u>539<sup>00</sup></u>
25	45	EA	Cast iron Type "A" valve box with lid marked "W" (delivered as instructed) per each	\$ <u>30<sup>50</sup></u>	\$ <u>1372<sup>50</sup></u>
26	1	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve (delivered as instructed) per each	\$ <u>2175<sup>00</sup></u>	\$ <u>2175<sup>00</sup></u>
27	5	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with lid, as per detail (delivered as instructed) per each	\$ <u>721<sup>00</sup></u>	\$ <u>3605<sup>00</sup></u>
28	2	EA	6" MJ-Flange adapter kit with accessories (delivered as instructed) per each	\$ <u>61<sup>29</sup></u>	\$ <u>122<sup>58</sup></u>
29	34	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below" (delivered as instructed) per each	\$ <u>11<sup>00</sup></u>	\$ <u>374<sup>00</sup></u>
30	69	EA	Roll 500' Any color, 14 ga, solid insulated copper wire (delivered as instructed) per each	\$ <u>40<sup>00</sup></u>	\$ <u>2760<sup>00</sup></u>

BID PROPOSAL  
Tyler County Water Supply Corporation  
Water System Improvements  
Addendum 1 July 6, 2010

Water Pipe & Supply  
P.O. Box 1340  
809 Meador Road  
Jasper, Texas 75951  
(409) 384-5800

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
WATER LINE ITEMS TOTAL					\$ 96,725. <sup>80</sup>

# Materials/Equipment

## General Contract Conditions

### 1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to the Grant Recipient for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

### 2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
  - The Grant Recipient will pay all other expenses.

### 3. Compliance with Air and Water Acts

- a) In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the Contractor agrees that:
  - Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
  - S/he will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

### 4. Equal Employment Opportunity

- a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grant Recipient.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- f) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- g) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

5. Affirmative Action for Handicapped Workers

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

6. The Provision of Local Training, Employment, and Business Opportunities

- a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The Contractor will include this clause in every subcontract for work in connection with the project.

7. Nonsegregated Facilities

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated

facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

8. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Grant Recipient the sum of (One hundred) Dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.



**SUPPLEMENTAL GENERAL CONTRACT CONDITIONS  
FOR MATERIALS**

**1. Materials to be Delivered on-Site**

The materials described in the bid form are to be delivered to the Tyler County WSC at sites designated by the Owner. These sites will be located between Fred and Spurger, Texas, along FM 92. Shipments will be delivered in no fewer than 5 increments at times to be coordinated by Tyler County WSC.

Typical shipments may be structured as follows:

**Increment 1**

ITEM	QTY	UNIT	DESCRIPTION
1	7,880	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
2	60	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation
3	40	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
4	1	EA	Furnish 6" MJ DI 90 deg bend with accessories
5	12	EA	Furnish 6" MJ DI 45 deg bends with accessories
6	1	EA	Furnish 6" MJxFE DI tee with accessories
7	2	EA	Furnish 6x4" FExFE DI tee with accessories
8	0	EA	Furnish 6x4" PExPE DI reducer with accessories
9	1	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)
10	2	EA	Furnish 6" MJ resilient wedge gate valve with accessories
11	5	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories
12	0	EA	Furnish 4" MJ resilient wedge gate valve with accessories
13	3	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories
14	1	EA	Furnish 1/2"-55 APCO air release valve
15	1	EA	Furnish 6"x1/2" stainless steel saddle
16	1	EA	Furnish 1/2" bronze gate valve
17	1	EA	Furnish 2" bronze gate valve
18	2	EA	Furnish 1/2"x close brass nipple
19	2	EA	Furnish 2"x close brass nipple
20	1	EA	Furnish 4" MJxFE DI tee with accessories
21	0	EA	Furnish 4" MJ DI 90 deg bends with accessories

22	4	EA	Furnish 4" MJ DI 45 deg bends with accessories
23	1	EA	Furnish 4" MJ tee with accessories
24	2	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories
25	10	EA	Cast iron Type "A" valve box with lid marked "W"
26	0	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)
27	1	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail
28	0	EA	6" MJ-Flange adapter kit with accessories
29	8	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"
30	16	EA	Roll 500' Any color, 14 ga, solid insulated copper wire

**Increment 2**

ITEM	QTY	UNIT	DESCRIPTION
1	7,920	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
2	0	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation
3	20	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
4	0	EA	Furnish 6" MJ DI 90 deg bend with accessories
5	4	EA	Furnish 6" MJ DI 45 deg bends with accessories
6	0	EA	Furnish 6" MJxFE DI tee with accessories
7	1	EA	Furnish 6x4" FExFE DI tee with accessories
8	0	EA	Furnish 6x4" PExPE DI reducer with accessories
9	0	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)
10	0	EA	Furnish 6" MJ resilient wedge gate valve with accessories
11	2	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories
12	0	EA	Furnish 4" MJ resilient wedge gate valve with accessories
13	1	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories
14	1	EA	Furnish 1/2"-55 APCO air release valve
15	1	EA	Furnish 6"x1/2" stainless steel saddle

16	1	EA	Furnish 1/2" bronze gate valve
17	0	EA	Furnish 2" bronze gate valve
18	2	EA	Furnish 1/2"x close brass nipple
19	0	EA	Furnish 2"x close brass nipple
20	0	EA	Furnish 4" MJxFE DI tee with accessories
21	1	EA	Furnish 4" MJ DI 90 deg bends with accessories
22	0	EA	Furnish 4" MJ DI 45 deg bends with accessories
23	1	EA	Furnish 4" MJ tee with accessories
24	2	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories
25	3	EA	Cast iron Type "A" valve box with lid marked "W"
26	0	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)
27	1	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail
28	0	EA	6" MJ-Flange adapter kit with accessories
29	8	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"
30	16	EA	Roll 500' Any color, 14 ga, solid insulated copper wire

**Increment 3**

ITEM	QTY	UNIT	DESCRIPTION
1	7,980	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
2	0	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation
3	20	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
4	0	EA	Furnish 6" MJ DI 90 deg bend with accessories
5	4	EA	Furnish 6" MJ DI 45 deg bends with accessories
6	0	EA	Furnish 6" MJxFE DI tee with accessories
7	4	EA	Furnish 6x4" FExFE DI tee with accessories
8	0	EA	Furnish 6x4" PExPE DI reducer with accessories
9	0	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)

10	0	EA	Furnish 6" MJ resilient wedge gate valve with accessories
11	8	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories
12	0	EA	Furnish 4" MJ resilient wedge gate valve with accessories
13	4	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories
14	1	EA	Furnish 1/2"-55 APCO air release valve
15	1	EA	Furnish 6"x1/2" stainless steel saddle
16	1	EA	Furnish 1/2" bronze gate valve
17	0	EA	Furnish 2" bronze gate valve
18	2	EA	Furnish 1/2"x close brass nipple
19	0	EA	Furnish 2"x close brass nipple
20	0	EA	Furnish 4" MJxFE DI tee with accessories
21	4	EA	Furnish 4" MJ DI 90 deg bends with accessories
22	0	EA	Furnish 4" MJ DI 45 deg bends with accessories
23	4	EA	Furnish 4" MJ tee with accessories
24	8	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories
25	12	EA	Cast iron Type "A" valve box with lid marked "W"
26	0	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)
27	1	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail
28	0	EA	6" MJ-Flange adapter kit with accessories
29	8	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"
30	16	EA	Roll 500' Any color, 14 ga, solid insulated copper wire

**Increment 4**

ITEM	QTY	UNIT	DESCRIPTION
1	7,840	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
2	0	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation
3	20	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation

4	0	EA	Furnish 6" MJ DI 90 deg bend with accessories
5	8	EA	Furnish 6" MJ DI 45 deg bends with accessories
6	0	EA	Furnish 6" MJxFE DI tee with accessories
7	3	EA	Furnish 6x4" FExFE DI tee with accessories
8	0	EA	Furnish 6x4" PExPE DI reducer with accessories
9	2	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)
10	1	EA	Furnish 6" MJ resilient wedge gate valve with accessories
11	6	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories
12	0	EA	Furnish 4" MJ resilient wedge gate valve with accessories
13	3	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories
14	1	EA	Furnish 1/2"-55 APCO air release valve
15	1	EA	Furnish 6"x1/2" stainless steel saddle
16	1	EA	Furnish 1/2" bronze gate valve
17	2	EA	Furnish 2" bronze gate valve
18	2	EA	Furnish 1/2"x close brass nipple
19	4	EA	Furnish 2"x close brass nipple
20	0	EA	Furnish 4" MJxFE DI tee with accessories
21	3	EA	Furnish 4" MJ DI 90 deg bends with accessories
22	0	EA	Furnish 4" MJ DI 45 deg bends with accessories
23	3	EA	Furnish 4" MJ tee with accessories
24	6	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories
25	10	EA	Cast iron Type "A" valve box with lid marked "W"
26	0	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)
27	1	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail
28	0	EA	6" MJ-Flange adapter kit with accessories
29	8	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"
30	16	EA	Roll 500' Any color, 14 ga, solid insulated copper wire

## Increment 5

ITEM	QTY	UNIT	DESCRIPTION
1	3,380	LF	Furnish 6" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
2	0	LF	Furnish 10" DR 14 CL 200 C900 PVC water line and lubricant as per pipe manufacturer's recommendation
3	20	LF	Furnish 4" AWWA D2241 SDR 26 PVC water line and lubricant as per pipe manufacturer's recommendation
4	1	EA	Furnish 6" MJ DI 90 deg bend with accessories
5	4	EA	Furnish 6" MJ DI 45 deg bends with accessories
6	1	EA	Furnish 6" MJxFE DI tee with accessories
7	2	EA	Furnish 6x4" FExFE DI tee with accessories
8	1	EA	Furnish 6x4" PExPE DI reducer with accessories
9	0	EA	Furnish 6x2" stainless steel service saddle (6.625 OD pipe)
10	2	EA	Furnish 6" MJ resilient wedge gate valve with accessories
11	5	EA	Furnish 6" MJxFE resilient wedge gate valve with accessories
12	1	EA	Furnish 4" MJ resilient wedge gate valve with accessories
13	2	EA	Furnish 4" MJxFE resilient wedge gate valve with accessories
14	0	EA	Furnish 1/2"-55 APCO air release valve
15	0	EA	Furnish 6"x1/2" stainless steel saddle
16	0	EA	Furnish 1/2" bronze gate valve
17	0	EA	Furnish 2" bronze gate valve
18	0	EA	Furnish 1/2"x close brass nipple
19	0	EA	Furnish 2"x close brass nipple
20	0	EA	Furnish 4" MJxFE DI tee with accessories
21	2	EA	Furnish 4" MJ DI 90 deg bends with accessories
22	0	EA	Furnish 4" MJ DI 45 deg bends with accessories
23	2	EA	Furnish 4" MJ tee with accessories
24	4	EA	Furnish 4" mechanical joint restraint gland for PVC pipe with accessories
25	10	EA	Cast iron Type "A" valve box with lid marked "W"
26	1	EA	6" Combination Pressure Reducing & Pressure Sustaining Valve Cla-Val 92-01 (ductile iron body & cover)

27	1	EA	Vault (water box, meter box, pit) minimum 40"Lx30"Wx30"H inside dimensions with aluminum lid, as per detail
28	2	EA	6" MJ-Flange adapter kit with accessories
29	3	EA	Roll 3"x1000' Blue, minimum 4 mil thickness, non-detectable underground warning tape. Reads "Caution: Buried Underground Water Line Below"
30	7	EA	Roll 500' Any color, 14 ga, solid insulated copper wire

**2. Change in Quantities**

Quantities shown within this bid form are based on the construction plans for this project and are not guaranteed. Unforeseen conditions or circumstances as the project is constructed may affect the quantity of materials required. There may be as much a 25% decrease of the total bid amount or a 25% increase of the total bid amount. As a condition of the contract it will be understood that the unit price of each item will remain the same unless the reduction in quantities results in decreasing the total contract amount by 25%.

**3. Note Regarding Wage Rate**

The successful low bidder can request a classification and rate following awards of the contract or go to <http://www.gpo.gov/davisbacon/TX.html> for Tyler County wage rates not listed.



*Tyler County*

ESTABLISHED  
APRIL 3, 1846

August 3, 2010

Mr. Mark R. Vickery, P. G.  
Executive Director  
Texas Commission on Environmental Quality  
MC-109  
P. O. Box 13087  
Austin, Texas 78711-3087

**COPY**

**Subject: Woodville Renewable Energy Project  
Air Quality Permit Number 91823**

Dear Mr. Vickery,

Tyler County Commissioners Court takes this opportunity to express support for the East Texas Electric Cooperative's Woodville Renewable Energy Project.

With your commission's approval, we feel secure this project will not pose an adverse effect on our community.

This project offers a boost to our county, creating a substantial number of jobs and adding much needed revenue. The logging industry is a mainstay in our local economy. When in operation, the plant will utilize the left over slag from the logging operations. This residual is a source of wildfire danger, especially since the impact of hurricanes Rita and Ike.

ETEC has been a "good neighbor" in East Texas and we believe they are committed to development of a plant that will enhance our community and state by providing clean, dependable, and renewable energy.

MARTIN NASH  
Commissioner, Pct. 1


JAMES "RUSTY" HUGHES  
Commissioner, Pct. 2

MIKE MARSHALL  
Commissioner, Pct. 3


J.A. "JACK" WALSTON  
Commissioner, Pct. 4


JACQUES L. BLANCHETTE  
County Judge

  
MARTIN NASH  
Commissioner, Pct. 1

  
MIKE MARSHALL  
Commissioner, Pct. 3

  
JAMES "RUSTY" HUGHES  
Commissioner, Pct. 2

  
J.A. "JACK" WALSTON  
Commissioner, Pct. 4

  
JACQUES L. BLANCHETTE  
County Judge



Publish three times  
\_\_\_\_ Newspaper  
\_\_\_\_ Court Agenda  
\_\_\_\_ County Clerk

NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler to Lease/Purchase the following:

ID# 08032010-02 Kubota, V3800D1-T1 Tractor and Terrain King KB2200 Boom

Will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas, until 10:00 a. m. on September 13, 2010 at which time and place all bids received will be publicly opened.

Information on Bid Specifications may be obtained by contacting Rusty Hughes, Commissioner Pct. 2 at 409-283-7296 between the hours of 8:00-4:30 Mon. – Thurs.

**FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING.**

Payments will be processed by the County Auditor after notification of satisfactory receipt of items.

Tyler County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

**JACKIE SKINNER  
COUNTY AUDITOR  
TYLER COUNTY, TEXAS**

Publish two times  
\_\_\_\_ Newspaper  
\_\_\_\_ Court Agenda  
\_\_\_\_ County Clerk

## NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler for the following:

ID# 08032010-01 Scrap Metal at Pct. 1 Barn

Will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas, until 10:00 a.m. on September 13, 2010, at which time and place all bids received will be publicly opened. **FACSMILIES SHALL NOT BE ACCEPTED.**

Specifications may be secured at the office of the County Auditor.

**PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING. REMIT SIX COPIES ALONG WITH ORIGINAL BID.**

Information may be obtained by contacting Martin Nash, Commissioner Pct. 1 at 409-283-7296. Items may be seen at the Pct. 1 Barn at CR. 4260 Seneca Road Woodville, Tx.

The County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

**JACKIE SKINNER  
COUNTY AUDITOR  
TYLER COUNTY, TEXAS**

**BID SPECIFICATIONS****M108SDSC MID-SIZE TRACTOR****M108SDSC = 4WD Cab Model with Dual Speed****ENGINE:**

Make and Model	Kubota, V3800DI-TI (Multi-valve design, 4 valves per cylinder with internal balancers)
Type	Liquid cooled, meets EPA Tier III emission regulations 4 Cylinder, with CRS, Common Rail Electronic Fuel Injection Turbo-Charged/Intercooled with Waste Gate Valve
Engine hp, gross	111.5 hp @ 2600 rpm
Engine hp, net	108 hp @ 2600 rpm
Engine hp, PTO	96 hp @ 2600 rpm
Maximum torque	267.8 ft lbs @ 1500 rpm
Bore and Stroke	3.94" x 4.72"
Cylinder Block	Linerless
Displacement	230 cubic inch
Fuel per hour	4.35 gal @ 75% load, 5.8 gal at maximum load (Actual may vary)
Fan	Direct Drive
Air Cleaner Element	Dry Paper / Dual Element with built in Pre-Cleaner
Cold Weather Start Aid	Preheats with PTC (Positive Temperature Coefficient) intake heater (no need above 10 degrees C.)
Lubrication	Forced lubrication
Governor	Ball type governor
Injection pump	Inline piston type fuel injection pump
Fuel filter system	1-Water separator with manual drain cock and 1 spin-on fuel filter
Oil filter	Spin on oil filter
Exhaust	Vertical, Cab corner location is standard
Throttle	Hand and foot operated throttle

**COOLING SYSTEM:**

Radiator	Heavy duty pressurized radiator with recovery tank
Water pump	Positive water pump

**CAPACITIES:**

Fuel Tank	46.2 gal, (175 Liters)
Cooling System	9.6 qt plus 1.6 qt in Recovery tank = 11.2 qt total
Engine Oil	11.3 qts (10.7 Liters)
Transmission	63.6 qts (15.9 gallon) (60 Liters)
Front Axle	11.1 qts (10.5 Liters)
Washer fluid (windows)	1.4 qts (1.3 Liters)

**AXLE LOAD RATINGS: Maximum**

Front Axle	6,614 lbs (3000kg)
Rear Axle	9,921 lbs (4500 kg)

## BID SPECIFICATIONS

### M108SDSC MID-SIZE TRACTOR

<b>DRIVE TRAIN:</b>	
Main Clutch	Hydraulic multi-plate
Discs	Metallic, 5.23" diameter (133 mm) 7 discs
Shuttle operation	Mechanical linkage to valve
Shuttle	Hydraulic Shuttle with left hand shuttle operation
Transmission	<b>Swing Shift Plus</b> , has the 4 Speed Fully Synchronized Main Transmission with Swing-Shift Hi/Low 8FX 8R speeds, with a Dual Speed Hi/Low Power Shift to make 16F X 16R speeds, they're doubled to 32FX32R speeds with Auxiliary Range Hi/Low.
Speeds	32F x 32R standard (48F x 48R with optional cassette type creep speed)
Auxiliary Range	Hi/Low auxiliary range, collar type shift
Differential Lock	Front and rear wheels
Final drive type	Inboard planetary
Brakes	Hydraulic, self adjusting multi-plate wet disc
PTO	Live-Hydraulic independent PTO Self modulating engagement, with brake for shaft retention Sixty degree shaft rotation is obtainable for easy hookup, with engine off
Standard	540 rpm @ 2205 rpm, Six spline
Optional 540/1000	1000 rpm @ 2389 rpm, SAE 21 spline
PTO Clutch	Multi-Plate wet clutch pack
<b>FRONT AXLE:</b>	
Type	Bevel Pinion (no universal joints) Final Drive: outboard planetary
Steering	Hydrostatic power steering (dedicated steering pump)
Drive shaft (4wd)	In line, enclosed splined shaft, no universal joints
Clutch 4wd Front Axle	Mechanical engagement
Differential Lock	Mechanical engagement, front and rear axles
<b>HYDRAULIC SYSTEM:</b>	
Type	Independent open center gear type, 2 pumps mounted on top of transmission
Total Pump Output	29.8 gpm (113 L/min)
Remote Output	17.2 gpm (65.1 L/min)@ 2844 psi
Power Steering	12.6 gpm (47.7 L/min)
No. of Remote	3 maximum: 1 SCD (self-canceling detent) is Standard 2 Optional or 1 Optional remote valve with a flow control valve
Spin-On Hyd. Filters	2 filters on suction side with magnetic filters, and 1 filter on return side
<b>THREE POINT HITCH:</b>	
3-Point Hitch	Category II
Control Method	Mechanical engagement
Draft Control	Top link sensing
Position Control	Mechanical linkage
Mix Control	Position and Draft Mix control for precise settings
Lift Arms	Telescoping lower links
Right link adjustment	Turn Buckle
Lift Cap. 24" Behind L.P.	4630 lbs (2100 kg) Optional 7490 lbs (3400 kg)

## BID SPECIFICATIONS

### M108SDSC MID-SIZE TRACTOR

<b>DRAWBAR:</b>	
Specifications	Max. Tongue weight 3300 lbs (1500 kg) Dimension 1.50 inch thick x 3.0 inches wide
Type	Swing type
Positions	Two positions, 540 rpm PTO at 14" and for the 1000 rpm PTO at 16" (if equipped) per ASAE
<b>ELECTRICAL:</b>	
System	12 volt electrical system
Battery	12 volt battery 900 CCA
Alternator	60 amp (80 Amp Optional)
<b>INSTRUMENTATION:</b>	
Gauges:	Fuel gauge, Temperature gauge Tachometer and Hourmeter (registers past 10,000 hours)
Easy Checker:	Parking brake, Engine oil pressure, Electrical charge, Brake oil, PTO Clutch Fuel level, and Engine oil pressure Turn Signal / Hazard indicator Swing Shift: High (rabbit) and Low (turtle) indicator lights PTO Clutch
<b>SAFETY EQUIPMENT AND LIGHTS:</b>	
Cab	Certified ROPS Cab with retractable seat belt and OPC (Operator Presence Control audible alarm for PTO engaged if operator gets off seat, alarm sounds for 10 seconds)
Head lights	2 Head lights with Hi/Low Beam
Work Lights	2 Front and 2 Rear
Tail Lights / Flashers	2 Tail lights and 2 Front, 4 Rear Safety Flashers, Turn Signals
Switches	Safety start switches
Parking	Parking brake
SMV	Slow moving vehicle sign, standard
12 Volt Coupler	7 Pin Trailer Connector
<b>DIMENSIONS:</b>	
Height to top of Cab	106.0 in (2690 mm)
Overall Length	162.0 in (4120 mm)
Overall Width	77.5 in - 93.7 in (1969 - 2380 mm)
Wheelbase	95.9 in (2435 mm)
Crop Clearance	23.2 in (590 mm)
Ground Clearance	17.1 in (435 mm) at drawbar bracket
Tread Width	Front: 60.2 in - 65.4 in (1530-1660 mm) Two Positions Rear: 59.1 in. (1500 mm) - 75.3 in. (2015 mm)
Turning Radius	w/brake: 11.8 ft (3.6m) 4wd engaged without brake: 15.4 ft (4.7m) 4wd engaged
Base Weight	Set up: 8,642 lbs (3920 kg) w/Cast rear dish Field Ready: 11,856 lbs (5378 kg)
	Field Ready includes 12 front weights and rear tires with calcium @ 3 1/2 lbs = 1,007 lbs ea
<b>TOW RATING:</b>	
Trailable load, less trailer	15,432 lbs (7000 kg)

## BID SPECIFICATIONS

### M108SDSC MID-SIZE TRACTOR

<b>TIRES:</b>				
Std Tires Front	13.6R24 Radial			
Std Tires Rear	18.4R34 R1 Radial Cast Iron Center			
Optional Tires      Rear	18.4R34 Radial, Steel Center			
<b>TRAVELING SPEEDS: (at rated engine rpm)</b>				
	Swing Shift	FORWARD OR REVERSE	Dual Speed Hi Side	Dual Speed Lo Side
<b>CREEP (IF EQUIPPED)</b>	Low	1	0.20	0.16
		2	0.25	0.21
		3	0.31	0.26
		4	0.38	0.32
	High	1	0.49	0.41
		2	0.62	0.52
		3	0.77	0.64
		4	0.94	0.78
<b>Low Range</b>	Low	1	1.11	0.92
		2	1.42	1.17
		3	1.75	1.44
		4	2.14	1.77
	High	1	2.74	2.26
		2	3.49	2.88
		3	4.29	3.55
		4	5.26	4.35
<b>High Range</b>	Lo	1	3.89	3.21
		2	4.95	4.09
		3	6.10	5.04
		4	7.47	6.18
	High	1	9.56	7.91
		2	12.18	10.07
		3	15.00	12.40
		4	23.35	19.38



## KB2200 BOOM

It is the purpose of this specification to describe a 22' mid-mounted, hydraulically powered boom mower for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment. The unit bid shall be the manufacturer's current production model that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify its standard production unit in order to meet these specifications.

### **BASIC FEATURES**

- 22' minimum horizontal reach.
- 19' 7" minimum vertical reach.
- 9' 7" below grade reach.
- Two section articulated boom.

### **BOOM FEATURES & MOUNTING**

- Main Boom: 6" x 6" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- Outer Boom: 5" x 5" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- The main boom pivot points shall be reinforced with ¾" ASTM A-572 Gr. 50 (65,000 psi min tensile).
- Main pivot pins shall be constructed of 2" ETD 150 alloy steel bar (150,000 psi min tensile/32 Rc min).
- Each pin shall be supported by a pair of 3" hardened steel, greaseable Connex® bushings.
  
- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.
- The boom must swing hydraulically a minimum of 180° from front to rear utilizing a turret-style mechanism.
- The turret shall rotate on a 20" greaseable, slewing ring bearing by means of dual trunnion-style cylinders.
- The tilt mechanism shall feature four-bar linkage to allow for 215° mowing head rotation.
  
- The tractor mount kit shall feature a subframe spanning from the bolster to the mid-chassis on both sides.
- The subframe shall measure a minimum of 60" long and be constructed from ¾" hot-rolled steel plate.
- The mainframe which supports the turret will suspend from the subframe and two tubular, rear axle mounted rails.
- Torsional loading shall be minimized with a cross-brace between the tubular rails and the drawbar mount.
- No framework shall extend above or cross over the hood hindering the operator's line of sight.
  
- A minimum 2,400 lb counterweight shall be fastened to the mainframe opposite the boom.
- An additional 1,300 lb wheel weight shall be provided as standard equipment.
- A two-piece boom rest structure shall mount to the rear axle to support the weight of the boom in transport.

### **HYDRAULIC SYSTEM**

- Unit shall feature a self-contained hydraulic circuit for both mowing head and boom control.
- Mowing head circuit shall feature a gear-type pump rated at 40 gpm (70 hp) and 3,000 psi @ 2,200 rpm.
- Boom control circuit shall feature a gear-type pump rated at 12 gpm (21 hp) and 3,000 psi @ 2,200 rpm.
- The dual section pump shall be mounted to the front of the tractor and coupled to the engine crankshaft pulley.
- The driveline shall be constructed of 1" SAE 8620 CF allow steel with an external 1"-15 spline on either end.
- The driveline shall be carburized and hardened to Rc 60-62 to .030" deep.
  
- The hydraulic reservoir shall be front-mounted for improved operator visibility, safety, and operator access.
- The in-tank return filter shall be 10-micron with a 95-GPM full-flow with restriction gauge.
- The suction line filter shall be 100-mesh.
- The hydraulic system shall feature an oil-to-air cooler with integrated electric fan located beyond the reservoir.
- Reservoir shall feature visual indication of tank level and temperature to insure a 20 gallon working volume.
- Convenient access points for draining and cleaning the reservoir shall be provided.
- A heavy duty steel bumper shall provide frontal protection for the reservoir.

*LEGAL DISCLAIMER: Terrain King reserves the right to change these specifications without notice as we improve and/or modify our products.*  
Terrain King KB2200 Boom Effective August 10, 2009

### ***HYDRAULIC SYSTEM (continued)***

- The cylinder control circuit shall feature a multi-section, electro-hydraulic, directional valve.
- The valve shall be open-center and provide section-specific pressure compensation.
- Valve shall allow a minimum of four functions to be operated simultaneously by joystick control.
- The swing, lift and dipper sections must feature individual work port relief valves for breakaway protection.
- The valve shall be mounted on the oil reservoir and protected by a hinged fiberglass cover.
- All high-pressure hydraulic hoses shall be of four-wire braid construction with a minimum SAE100R12 rating.

### ***OPERATOR PROTECTION & SAFETY***

- The mower cutter head shall have a six-second emergency shut down engaged by the operator inside the cab.
- The boom controls shall feature a master ON/OFF switch for complete power shutdown.
- Cab units shall include Shields® Premier 3/8" thick right side replacement polycarbonate windows.
- The replacement windows shall feature Supercoat™ anti-abrasion coating with integrated UV protection.

### ***TRACTOR SPECIFICATIONS***

- Tractor shall weigh a minimum of 8,000 lbs. and have a 95" minimum wheelbase.
- The engine shall produce a minimum of 95 net hp and 84 hp at the auxiliary power take-off.

### ***OPTIONAL EQUIPMENT***

- Lever controls in lieu of joystick.
- Rotary head with hydraulic door, 5" diameter cut capacity and swivel hitch post.
- Heavy duty flail with hydraulic door, 4" diameter cut capacity and swivel hitch post.
- Saw head with 4" diameter cutting capacity.
- Quick hitch for easy cutting head exchange.

### ***WARRANTY***

There shall be a one year parts and labor warranty. Non-governmental users are subject to modified policy. Only Terrain King (OEM) parts may be used for warranty replacement.

### ***PRODUCT LIABILITY INSURANCE***

*Choose the term that relates directly to your specific bidding situation. Please note that it is the dealer's responsibility to use the correct verbiage for the bid type. DO NOT USE BOTH.*

#### ***Individual Agency Bids***

Bidders must include a copy of mowing equipment manufacturer's Certificate of Insurance for Product Liability of at least \$5,000,000 for the products subject to its bid. The insurance carrier is to be rated "A, VII" or higher by the A.M Best insurance rating service.

#### ***Multi-Unit DOT Bids***

The successful vendor will provide a copy of mowing equipment manufacturer's Certificate of Insurance of at least \$5,000,000 for Product Liability for the products subject to its bid naming the Agency as an additional insured party. The insurance carrier is to be rated "A, VII" or higher by the A.M. Best insurance rating service.



1502 E. Walnut St., Seguin, TX 78155 800-882-5756 800-882-5758 fax  
www.terrainking.com boom@terrainking.com oemparts@terrainking.com

LEGAL DISCLAIMER: Terrain King reserves the right to change these specifications without notice as we improve and/or modify our products.  
Terrain King KB2200 Boom Effective August 10, 2009



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

1316 S. JOHN REDDITT DR., STE. A (75904)

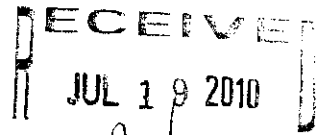
P. O. BOX 151704 (75915-1704)

LUFKIN, TEXAS

936/639-5040

FAX 936/639-5059

July 15, 2010



BY: *[Signature]*

*Forward to: JOE SMITH  
for counsel as to  
"HOW" the court should  
handle.*

Honorable Jacques Blanchette  
Tyler County Judge  
100 W. Bluff  
Woodville, Texas 75979

**RE: Re-sale Of Warren Independent School District and Woodville Independent School District Trust Property**

Dear Judge Blanchette:

In accordance with the Resolution Concerning "The Resale Of Tax Properties", we advertised the property referenced above, currently being held in trust by Warren Independent School District and Woodville Independent School District, in the Tyler County Booster on two consecutive weeks; and on June 29, 2010 we opened the bids submitted to the Tyler County tax office on these properties.

The names and addresses of the highest bidders are listed on the "Schedule of Distribution" attached to this letter. I ask that you present these bids to the Commissioners for their consideration.

Once action has been taken, please inform me of the decision in writing so that I may take the next appropriate action. Thank you in advance for making sure that these bids are placed on the agenda for consideration. Please feel free to contact me should you have any questions concerning these properties or the bids.

Very truly yours,

*[Signature]*  
John P. Manuel, Jr.  
Attorney at Law

JM/wjd  
Attachments

Style & Suit #:	Tyler CAD and Tyler County vs. Carl Richard Gober et al		
	CA-B1880		
Date of Tax Sale:	29-Jun-10		
Property Description:	North 1/2 of 28.3 ac. More or Less, situated in the Jane Taylor League, Abstract 33		
Account Number:	R-017231		
CAD Value:	\$29,000		
Bidder:	Rose Stewart 1854 CR 4259 Woodville, TX 75979		
Amount of Judgment	\$18,192.23		
Amount of Bid:	\$500		
Costs of Suit & Sale:	-\$827		
Balance applied to taxes:	\$0		
Recovery:			
Jurisdiction	%of Judgment	Actual Recovery	
Tyler County			
Woodville ISD			
Total:	0.00%	\$0.00	

Style & Suit #:	Tyler CAD and Tyler County vs. Carold R. England aka Carol Royce England	
	CA B-2172	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lots 21, 22, 23 & 24, Blk 9, Town Bluff Lakes Subdivison	
Account Number:	R-030301	
CAD Value:	\$4,050	
Bidder:	Gerard Solovzano	
	6015 Winsome Lane #55	
	Houston, TX 77057	
Amount of Judgment	\$9,894	
Amount of Bid:	\$4,050	
Costs of Suit & Sale:	-\$914	
Balance applied to taxes:	\$3,136	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	32.11%	\$1,009.00
Woodville ISD	67.89%	\$2,127.00
Total:	100.00%	\$3,136.00

Style & Suit #:	Tyler County et al vs. Celia Baldwin	
	CA B-2191	
Date of Tax Sale:	29-Jun-10	
Property Description:	2 ac. More or less, AA Foster Survey	
Account Number:	R026435	
CAD Value:	\$39,170	
Bidder:	C. L. Larkin & Barbara Baldwin Larkin	
	P.O. Box 521	
	Hillister, TX	
Amount of Judgment	\$12,808	
Amount of Bid:	\$14,103	
Costs of Suit & Sale:	-\$979	
Balance applied to taxes:	\$13,124	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	24.45%	\$3,209.00
Woodville ISD	75.55%	\$9,915.00
Total:	100.00%	\$13,124.00

Style & Suit #:	Tyler County et al vs. Veronica I Rigsby aka Vernocia Rigsby Brooks	
	CA B-2309	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lots 39 & 40, Blk 131, Lake Tristan, Section 3	
Account Number:	R-055916	
CAD Value:	\$6,750	
Bidder:	Gerard Solovzano	
	6015 Winsome Lane #55	
	Houston, TX 77057	
Amount of Judgment	\$8,680	
Amount of Bid	\$5,000	
Costs of Suit & Sale:	-\$771	
Balance applied to taxes:	\$4,229	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	32.49%	\$1,374.00
Woodville ISD	67.51%	\$2,855.00
Total:	100.00%	\$4,229.00

Style & Suit #:	Tyler County et al vs. Mary Beth Adkinson et al	
	CA-B2486	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lot 221, Galahad Estates, Section One	
Account Number:	R-027728	
CAD Value:	\$25,980	
Bidder:	Sundie Purcell	
	250 Lady Georgia	
	Woodville, TX 75979	
Amount of Judgment	\$3,089.59	
Amount of Bid:	\$3,952.31	
Costs of Suit & Sale:	-\$629.53	
Balance applied to taxes:	\$3,323	
Recovery:		
Jurisdiction	%of Judgment	Actual Recovery
Tyler County	38.78%	\$1,289.00
Warren ISD	61.22%	\$2,034.00
Total:	100.00%	\$3,323.00

Style & Suit #:	Tyler County et al vs. Timberland Dev. Co/ CA B-1890	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lots 42 and 43, Ivanhoe Estates, Section 2	
Account Number:	R-008174	
CAD Value:	\$4,500	
Bidder:	Gary L. Faul 2411 Post Oak Lane Groves, TX 77619	
Amount of Judgment	\$6,773.85	
Amount of Bid:	\$5,201	
Costs of Suit & Sale:	-\$677	
Balance applied to taxes:	\$4,524	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	30.07%	\$1,362.00
Warren ISD	69.93%	\$3,162.00
Total:	100.00%	\$4,524.00

Style & Suit #:	Warren ISD and Tyler County vs. Timberlakes Dev. Co.		
	CA-B-2179		
Date of Tax Sale:	29-Jun-10		
Property Description:	Lot 70, Blk 103, Lake Galahad, Section 7		
Account Number:	R-008958		
CAD Value:	\$11,210		
Bidder:	David F. Rader & Cathy A. Radar		
	11121 Avering Lane		
	Austin, TX 78754		
Amount of Judgment	\$4,393.86		
Amount of Bid:	\$1,410		
Costs of Suit & Sale:	-\$53		
Balance applied to taxes:	\$1,357		
Recovery:			
Jurisdiction	% of Judgment	Actual Recovery	
Tyler County	34.91%	\$474.00	
Warren ISD	65.09%	\$883.00	
Total:	100.00%	\$1,357.00	



Style & Suit #:	Tyler County et al vs. Harold Self et al	
	CA-B-2276	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lot 203, Blk 101, Lake Charmaine Section 7A	
Account Number:	R-008735	
CAD Value:	\$1,500	
Bidder:	Gerard Soloranzo	
	6015 Winsome Lane #55	
	Houston, TX 77051	
Amount of Judgment	\$404.63	
Amount of Bid:	\$700	
Costs of Suit & Sale:	-\$304	
Balance applied to taxes:	\$396	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	40.43%	\$160.00
Warren ISD	59.57%	\$236.00
Total:	100.00%	\$396.00

Style & Suit #:	Tyler County et al vs. Harold Self et al	
	CA-B-2276	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lot 204, Blk 101, Lake Charmaine, Section 7A	
Account Number:	R-008736	
CAD Value:	\$1,500	
Bidder:	Gerard Soloranzo	
	6015 Winsome Lane #55	
	Houston, TX 77051	
Amount of Judgment	382.33	
Amount of Bid:	\$700	
Costs of Suit & Sale:	-\$304	
Balance applied to taxes:	\$396	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	37.52%	\$149.00
Warren ISD	62.48%	\$247.00
Total:	100.00%	\$396.00

Style & Suit #:	Tyler County et al vs. Charles V. Vest	
	CA-B2461	
Date of Tax Sale:	29-Jun-10	
Property Description:	Lot 12, Blk 1, Wildwood Restort City	
Account Number:	R-019354	
CAD Value:	\$9,290	
Bidder:	Charles D. & Bonnie C. Collins	
	118 White Oak	
	Village Mills, Texas 77663	
Amount of Judgment	\$8,997.14	
Amount of Bid:	\$3,010	
Costs of Suit & Sale:	-\$503	
Balance applied to taxes:	\$2,507	
Recovery:		
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	28.42%	\$712.00
Warren ISD	71.58%	\$1,795.00
Total:	100.00%	\$2,507.00

Style & Suit #:	Tyler County et al vs. Owens J. Davillier	
	CA-B2346	
Date of Tax Sale:	29-Jun-10	
Property Description:	20 acres more or less, Lewis Thunar Survey, Abstract 636	
Account Number:	R009406 & R058947	
Bidder:	Gerard Soloranzo 6015 Winsome Lane #55 Houston, TX 77051	
Amount of Judgment	\$26,067.19	
Amount of Bid:	\$5,000	
Costs of Suit & Sale:	-\$556	
Balance applied to taxes:	\$4,444	
Recovery:	R009406	
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	78% of 33%	\$1,143.89
Warren ISD	42.00%	\$1,866.48
Total:		\$3,010.37
Recovery:	R058947	
Jurisdiction	% of Judgment	Actual Recovery
Tyler County	22% of 33%	\$322.63
Woodville ISD	25.00%	\$1,111.00
Total:		\$1,433.63



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 102 / Woodville, Texas

Tuesday  
August 3, 2010  
9:00AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

*"the wisdom to know what's right and the courage to do it"*

### ➤ CALL TO ORDER

- Establish quorum

### I. CONSIDER/APPROVE:

- W/N* A. **TAB 1 Award bid** for the Materials and Equipment for Tyler County 2008 CD Block Grant TXCDBG #728410 – Jackie Skinner, Auditor *Susan & Jerry (Tyler)*  
*Rural Pipe & Supply 96,254*
- W/H* B. **TAB 1 Award Bid** for the Boring Contract for Tyler County 2008 CD Block Grant TXCDBG #728410 – Jackie Skinner, Auditor *Inman & Adams*
- N/W* C. **TAB 2 Letter of Support** for East Texas Electric Cooperative Woodville Renewable Energy Project – M. Nash
- H/W* D. **Go out for bids** to get rid of scrap metal at Pct. 1 barn – M. Nash
- H/H* E. **TAB 3 Go out for bid** on Kubota, V3800D1-T1 tractor and Terrain King KB2200 Boom – R. Hughes  
*Case purchase no spec*

J/N

F. TAB 4 Re-sale of Warren Independent School District and Woodville Independent School District Trust Property - John P. Manuel, Jr. with Linebarger Goggan Blair & Sampson, LLP

W/A

G. Enrolling part-time employees to T.C.D.R.S. that meet the criteria - Sharon Fuller, Treasurer

have 10 employees - have not heard from Ralph Wallace as to calculations - Joe Smith to add interest on a daily basis as to deficiency since 2005.

Walstr - letters send to part-time employees once calculations are made - Nash - have a deadline for Sept 1 to have the calculations made -

ajw  
lw

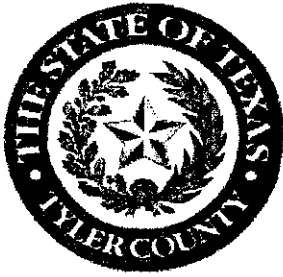
ADJOURN 9:15 AM

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on \_\_\_\_\_ 2010 Time \_\_\_\_\_

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: \_\_\_\_\_ (Deputy)



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 102 / Woodville, Texas

Tuesday  
**August 3, 2010**  
9:00AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

*"the wisdom to know what's right and the courage to do it"*

➤ **CALL TO ORDER**

- Establish quorum

**I. CONSIDER/APPROVE:**

- A. Award bid** for the Materials and Equipment for Tyler County 2008 CD Block Grant TXCDBG #728410 – *Jackie Skinner, Auditor*
- B. Award Bid** for the Boring Contract for Tyler County 2008 CD Block Grant TXCDBG #728410 – *Jackie Skinner, Auditor*
- C. Letter of Support** for East Texas Electric Cooperative Woodville Renewable Energy Project – *M. Nash*
- D. Go out for bids** to get rid of scrap metal at Pct. 1 barn – *M. Nash*
- E. Go out for bid** on Kubota, V3800D1-T1 tractor and Terrain King KB2200 Boom – *R. Hughes*
- F. Re-sale** of Warren Independent School District and Woodville Independent School District Trust Property – *John P. Manuel, Jr. with Linebarger Goggan Blair & Sampson, LLP*
- G. Enrolling** part-time employees to T.C.D.R.S. that meet the criteria – *Sharon Fuller, Treasurer*

➤ **ADJOURN**

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on July 30 2010 Time 8:15 Am

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: Wanda [Signature] (Deputy)