Milam County Commissioner's Court

October 14, 2014

NOTICE OF MEETING OF THE
COMMISSIONERS' COURT OF MILAM COUNTY, TEXAS

Notice is hereby given that a meeting of the above named Commissioner's Court will be held on Tuesday, the 14th of October, 2014, at 10:00 a.m., in the Commissioner's Courtroom, Milam County Courthouse, 102 S. Fannin, Cameron, Texas, at which time the following agenda items will be covered:

Prayer –
Period of silence followed by presentation of any additional prayers and words of encouragement
(Please complete public participation form prior to meeting)

1. Call Meeting to Order and establish quorum
2. Pledge of Allegiance - U.S. Flag, Texas Flag. "Honor the Texas Flag, I pledge allegiance to thee, Texas, one State, Under God, one and indivisible"
3. Approve minutes of previous meetings
4. Public Participation (Please complete public participation form prior to meeting)
5. Financial/Auditor's Report – Dave Barkemeyer, Danica Lara
6. Treasurer's Report – Donna Orsag
7. JP Offices Financial Update
8. Commissioner's Precinct Updates
9. Court Cases Update - Dave Barkemeyer
10. Approve Utility Installations
11. Milam County Radio System - Chris White, Motorola Rep Gene Aicher
12. Approve Oak Park Subdivision Speed Limit Signs - Jeff Muegge
13. Recognize Certificate of Completion for floodplain development - J. Beathard
14. Appoint J. Beathard as Milam County Flood Plain Administrator
15. Approve line item adjustment for Flood Plain Administrator Salary and Benefits, $1875.00
16. Recognize external audit for FY 13 - Paula Loewe
17. Approve resolution opposing elimination of railroad crossing on CR 330 near Milano - John Fisher
18. Approve revision to the tax abatement request dated May 1, 2013 of Bush's Chicken, now LWG Associates, LLC (the "Company"), along with Cameron Chicken, LLC (the "Franchisee") acting by and through Larry Guess, authorized representative of LWG associates, LLC and Larry Guess, authorized representative of Cameron Chicken, LLC for the commencement date of the tax abatement from January 1, 2014 to January 1, 2015 - Milam County Industrial Dev Corp
19. Approve payment of bills
20. Adjourn

Filed 9 day of Oct
in 2014, At 2:45 P M.
BARBARA VANSA
County Clerk, Milam County, Texas
By Linda Hall
Deputy

Dated this the 9th day of October, 2014
Commissioners' Court of Milam County, Texas

By _____
David L. Barkemeyer, County Judge

I, the undersigned, County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Milam County, Texas, at a place readily accessible to the general public at all times on the 9th day of October, 2014, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 9th day of October, 2014
County Clerk of Milam County, Texas
Barbara Vansa

By Linda Hall

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting the Commissioners Court will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes or decisions will be taken in open meeting.

- Prayer

- Any additional prayers and words of encouragement followed by period of silence (Please complete public participation form prior to meeting)

Item 1

- Call meeting to Order and establish quorum

Item 2

- Pledge of Allegiance

- Texas Flag
  - "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Item 3

- Approve minutes of previous meetings

Item 4

- Public Participation
  - Please complete public participation form prior to meeting

RULES OF PROCEDURE, CONDUCT, AND DECORUM AT MEETINGS OF THE MILAM COUNTY COMMISSIONERS' COURT

IV. The business of Milam County is conducted by and between the members of the Milam County Commissioners Court and by those members of the county staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observees unless a member (or members) of the public is requested to address the Commissioners Court on a particular issue or (issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the County Judge's Secretary or county clerk prior to the time the Court Session is called to order. A sample of the Milam County Commissioners Court Public Participation Form is attached hereto as Exhibit "A".

a. Each member of the public who appears before the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.

b. Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items) shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).

c. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.

d. It is the intention of the Court to provide an open access to the citizens of Milam County to address the Commissioners Court and to express themselves on issues of county government. Members of the public are reminded that the Milam County Commissioners Court is a Constitutional Court, the Milam County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, all members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

e. It is not the intention of the Milam County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

   i. Cancellation of a speaker's remaining time;
   ii. Removal from the Commissioners Courtroom;
   iii. A Contempt Citation; and/or
   iv. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

Item 5

- Financial/Auditor’s Report

  -Dave Barkemeyer, Danica Lara

General Fund Status

As Of September, 2014

$ 6,549,100	**Ad Valorem Taxes Collected (101%)**
+$ 3,095,500	**Projected Annual Other Revenue** From Fines, Fees, Sales Tax, etc. ($2,321,653 YTD ÷9 x 12)
$ 9,644,600	**TOTAL Projected 2014 General Fund Revenue** (Revenue Budget is $10.2m w/o reserves)
- $ 9,482,200	**Projected 2014 Expenditures (Rounded)** ($7,201,425 - $89,752 Advanced Pmts ÷9 x 12) (Expense Budget is $10.8m with no reserves)
+ $ 162,400	**Project Year End 2014 Balance (Rounded)**
+ $ 849,300	**Current General Fund Reserves**

September expenditures = $ 780,450

General Fund
Revenue Summary
(September 2014)

		2014 Budget	Collected 2014 YTD	
310	Ad Valorem taxes	$6,500,161	$6,549,052	101%
		Other Revenue		
		9/12 Budget	**Sept YTD Collected**	**Δ**
320	Occupation	$ -0-	$ 1,245	$ +1,245
333	Grant Money	$ 43,875	$ 35,187	$ -8,688
334	Beer/Wine	$ 6,750	$ 9,595	$ +2,845
337	Shared Revenue	$ 386,700	$ 393,960	$ +7,260
340	Fees of Office	$ 502,125	$ 413,474	$ - 88,651
341	Traffic Fines	$ 341,250	$ 242,628	$ -98,622
342	Other Fees	$ 212,250	$ 221,792	$ +9,542
361	Interest	$ 33,750	$ 20,313	$ -13,437
364	Sales of Assets	$ -0-	$ 11,440	$ +11,440
367	Sales Tax, etc	$ 1,234,312	$ 959,941	$ -274,371
381	Other Revenues	$ 30,375	$ 12,078	$ -18,297
		$2,791,387	**$2,321,653**	**$ -469,734**

MILAM COUNTY AUDITOR

CASH FLOW REPORT - GENERAL FUND

SEPTEMBER, 2014

REVENUE	BUDGET AMT	YTD	APPROX % RCVD.
310 AD VALOREM TAXES	$ 6,500,160.72	$ 6,549,052.91	101.00%

	MONTHLY BUDGET (9/12)	ACTUAL Y-T-D	OVER/ (UNDER)
320 OCCUPATION TAXES	$ -	$ 1,245.00	$ 1,245.00
333 STATE GRANTS	$ 43,875.00	$ 35,187.18	$ (8,687.82)
334 ALCOHOLIC BEVERAGES	$ 6,750.00	$ 9,595.33	$ 2,845.33
337 SHARED REVENUES			
TAX COLLECTIONS	$ 46,725.00	$ 63,817.80	$ 17,092.80
HOUSING INMATES	$ 300,000.00	$ 282,878.00	$ (17,122.00)
INDIGENT HEALTHCARE	$ 37,500.00	$ 20,045.83	$ (17,454.17)
OTHER	$ 2,475.00	$ 27,218.71	$ 24,743.71
TOTAL SHARED REVENUES:	$ 386,700.00	$ 393,960.34	$ 7,260.34
340 FEES OF OFFICE			
SHERIFF	$ 30,000.00	$ 27,862.02	$ (2,137.98)
COUNTY COURT	$ 225,000.00	$ 186,787.26	$ (38,212.74)
TAX ASSESSOR-COLLECTOR	$ 37,500.00	$ 23,445.00	$ (14,055.00)
DISTRICT COURT	$ 75,000.00	$ 62,560.69	$ (12,439.31)
J.P. #1-4	$ 75,000.00	$ 53,815.17	$ (21,184.83)
CONSTABLES #1-4	$ 45,000.00	$ 43,417.79	$ (1,582.21)
OTHER	$ 14,625.00	$ 15,586.34	$ 961.34
TOTAL FEES OF OFFICE:	$ 502,125.00	$ 413,474.27	$ (88,650.73)
341 TRAFFIC FINES			
CO. TRAFFIC FINES	$ 198,750.00	$ 127,578.62	$ (71,171.38)
DPS TRAFFIC FINES	$ 142,500.00	$ 115,048.97	$ (27,451.03)
TOTAL TRAFFIC FINES:	$ 341,250.00	$ 242,627.59	$ (98,622.41)
342 OTHER FEES	$ 212,250.00	$ 221,792.04	$ 9,542.04
361 INTEREST	$ 33,750.00	$ 20,312.99	$ (13,437.01)
364 SALE OF FIXED ASSETS	$ -	$ 11,440.42	$ 11,440.42
367 PRIVATE SERVICES			
SALES TAX	$ 1,125,000.00	$ 806,797.28	$ (318,202.72)
OTHER	$ 109,312.50	$ 153,143.66	$ 43,831.16
TOTAL PRIVATE SERVICES:	$ 1,234,312.50	$ 959,940.94	$ (274,371.56)
381 OTHER REVENUE	$ 30,375.00	$ 12,876.85	$ (17,498.15)
TOTAL REVENUE:	$ 2,791,387.50	$ 2,322,452.95	$ (481,619.97)

General Fund
Expenditures Summary
September 2014

		9/12 Budget	Y-T-D Actual	(over)/under	%
401	County Judge	127,441	110,278	-17,163	-13%
403	County Clerk	224,415	208,736	-15,679	-7%
405	Veterans Service	50,226	46,566	-3,660	-7%
409	General Fund	622,261	577,176	-45,085	-7%
410	Information Technology	382,875	362,090	-20,785	-5%
435	District C ourt	526,590	292,789	-233,801	-44%
450	District Clerk	231,204	199,752	-31,452	-14%
455	JP #1	72,590	69,421	-3,169	-4%
456	JP #2	72,527	68,841	-3,686	-5%
457	JP #3	69,496	68,837	-659	-1%
458	JP #4	72,048	69,661	-2,386	-3%
475	County Attorney	314,452	300,554	-13,898	-4%
490	Elections	56,250	58,254	+2,004	+4%
495	County Auditor	100,474	76,245	-24,229	-24%
497	County Treasurer	47,310	46,303	-1,007	-2%
499	Tax Assessor	252,480	245,193	-7,287	-3%
500	Appraisal District	177,438	242,229	+64,791	+37%
			(175,438)	(0)	(0%)
510	Court House/Assoc Bldgs	164,155	159,236	-4,919	-3%
540	Ambulance Service	75,000	46,048	-28,952	-39%
543	Fire Protection	67,500	89,000	+21,500	+32%
			(67,500)	(0)	(0%)
550	Constable Pct #1	41,052	38,847	-2,205	-5%

General Fund
Expenditures Summary
September 2014

		9/12 Budget	Y-T-D Actual	(over)/under	%
551	Constable Pct #2	35,007	33,335	-1,672	-5%
552	Constable Pct #3	41,052	27,448	-13,604	-33%
553	Constable Pct #4	41,690	39,405	-2,285	-5%
565	Sheriff Operations	1,030,314	866,485	-163,829	-16%
566	Sheriff Jail	2,216,716	2,006,905	-209,811	-9%
570	Adult Probation	13,125	9,582	-3,543	-27%
571	Juvenile Probation	70,984	94,641	+23,657	+33%
			(70,984)	(0)	(0%)
585	Highway Patrol	39,862	31,754	-8,108	-20%
586	Emergency Management	83,953	55,314	-28,639	-34%
587	Community Service	29,718	28,181	-1,537	-5%
630	Health Department	228,255	210,127	-27,128	-12%
631	Indigent Healthcare	381,289	297,606	-83,683	-22%
640	M.H.M.R.	15,000	19,444	+4,444	+30%
			(15,000)	(0)	(0%)
641	Senior Citizens Center	38,841	43,153	+4,312	+11%
			(38,841)	(0)	(0%)
650	Library	6,000	4,000	-2,000	-33%
660	Museum	30,125	27,268	-2,857	-9%
665	Ag. Extension Service	66,793	59,720	-7,073	-11%
TOTAL EXPENSES		**8,116,507**	**7,201,425**	**-915,082**	**-11%**
	w/o advanced payment		(7,111,673)	(- 1,004,834)	(-12%)

Road and Bridge Accounts

September2014

	2014 Budget	2014 Collected	
Ad valorem Taxes (x4)	$881,191	$887,732	101%

Other Revenues (x4)

		9/12 Budget	Sept YTD Collected	△
321	Auto License Fees	$ 131,250	$ 156,854	+ 25,604
333	Lateral Road Fees	-0-	$ 8,710	+8,710
361	Interest	$5,250 to $9,000	$ 4,070 to $8,961	
381	Other Revenue	$ 1,125 to $33,225	$5,849 to $47,380	
TOTAL OTHER REVENUES		$137,625 to $173,475	$175,483 to $221,905	

		9/12 of Expense Budget (w/o Reserves)	Sept YTD Expenditures	△	Reserve Acct
Expenses:	Pct 1	$802,268	$ 843,500	+$ 41,232	$1,192K
	Pct 2	$803,768	$ 831,554	+$ 27,786	$489K
	Pct 3	$830,618	$ 650,766	-$179,852	$241K
	Pct 4	$801,893	$ 869,338	+$ 67,445	$516K

NON-BUDGET FUNDS
September 2014

	FUND	REVENUE YTD	EXPENDITURES YTD (Rounded to nearest 100)	CASH ON HAND
30	County Clerk Records Mgmt.	$36,900	$28,600	$42,300
31	Law Library Fund	10,700	17,200	8,000
32	Courthouse Security	16,500	15,500	43,600
33	Check Collection	2,700	5,000	65,200
34	Records Mgmt & Preservation	48,200	19,300	84,600
36	Public Health Preparedness Grant	107,200	108,900	19,600
37	WIC	203,200	225,600	27,500
38	Community Service Support Fund	4,600	5,100	7,900
39	Health Dept. 2	108,400	111,000	39,900
42	Adult Probation	351,700	304,300	178,600
43	Indigent Task Force Grant	38,200	0	43,300
44	Preforfeiture Fund	8,900	6,600	21,100
45	County Attorney Forfeiture Fund	2,700	5,600	46,000
46	Milam County Historical Com	300	1,000	11,600
47	Unclaimed Funds Account	1,300	0	5,800
48	Milam Co Hist. Commission Fund	11,100	7,700	8,600
49	Bea's Kitchen	119,900	128,000	86,900
51	Temporary Shelter Fund	1,200	0	1,200
52	Ad Valorem Tax Money	0	0	0
53	District Attorney Supp. Fund	27,500	23,500	9,100
56	Inmate Phone Use Fund	18,100	21,700	100
58	District Clerk Records Management	5,000	9,000	18,500
60	2011 Ad Valorem Taxes Collected	2,635,400	0	0
62	Debt Service Fund	483,500	612,600	72,600
63	Health Facilities Dev. Corp.	100	0	11,700
66	Historical Museum	16,900	13,900	14,300
68	Transaction Fees	69,300	7,000	56,800
70	SDU Reporting Fund '01	0	0	3,100
92	Justice Court Tech Fund	11,700	1,900	85,600
93	CO/Dist Court Tech Fund	600	0	2,400
94	Appellate Judicial System Fund	2,200	2,200	300
95	State Fees Fund	333,400	345,000	145,800
96	Grant Fund	202,200	212,800	3,500

Item 6

- Treasurer’s Report
  - Donna Orsag

MONTHLY TREASURER'S REPORT FOR SEPTEMBER 2014

ACCT	ACCOUNT	BEG BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
12	GENERAL FUND	$ 2,214,607.85	$ 231,847.24	$ 780,987.48	$ 1,665,467.61
20	GENERAL R&B	$ 9,280.93	$ 5.91	$ -	$ 9,286.84
21	R & B PCT 1	$ 277,272.03	$ 10,055.71	$ 67,643.85	$ 219,683.89
22	R & B PCT 2	$ 326,412.05	$ 10,141.04	$ 64,950.15	$ 271,602.94
23	R & B PCT 3	$ 467,670.77	$ 10,169.79	$ 66,639.37	$ 411,201.19
24	R & B PCT 4	$ 285,929.21	$ 14,676.14	$ 84,340.47	$ 216,264.88
30	REC MANAGMT	$ 41,534.04	$ 3,648.47	$ 2,888.12	$ 42,294.39
31	LAW LIBRARY	$ 8,617.63	$ 1,160.39	$ 1,781.73	$ 7,996.29
32	CT HSE SECURITY	$ 43,236.98	$ 1,864.42 #	$ 1,519.47	$ 43,581.93
33	CK COLLECTION	$ 65,261.09	$ 197.03	$ 261.50	$ 65,196.62
34	RECORDS M & P	$ 81,788.17	$ 4,835.85	$ 2,027.48	$ 84,596.54
36	PHP GRANT	$ 22,949.07	$ 5,068.61	$ 8,452.51	$ 19,565.17
37	WIC	$ 38,026.80	$ 24,478.14	$ 35,025.17	$ 27,479.77
38	C S R/SUPPORT	$ 8,153.28	$ 500.61	$ 708.80	$ 7,945.09
39	HEALTH DEPT 2	$ 46,440.00	$ 3,301.53	$ 9,857.38	$ 39,884.15
40	TAX NOTES/SERIES12	$ 20.72	$ 0.01	$ -	$ 20.73
41	R O W & BRIDGES	$ 82.84	$ 0.06	$ -	$ 82.90
42	20TH DIST PROB	$ 138,591.19	$ 68,463.88	$ 28,455.03	$ 178,600.04
43	INDIGENT TASK FORCE	$ 43,252.38	$ -	$ -	$ 43,252.38
44	PRE-FORFEITURE	$ 21,149.61	$ -	$ -	$ 21,149.61
45	CO ATTY FORFEITURE	$ 47,116.31	$ 30.02	$ 1,104.46	$ 46,041.87
46	HISTORICAL COMM	$ 11,560.29	$ 112.37	$ 100.00	$ 11,572.66
47	UNCLAIMED FUNDS	$ 5,787.62	$ 3.69	$ -	$ 5,791.31
48	MCHC PRESERV	$ 10,597.35	$ 6.75	$ 2,000.00	$ 8,604.10
49	BEA'S KITCHEN	$ 83,088.94	$ 3,774.93	$ 0.25	$ 86,863.62
52/60	AD VAL TAX-CKING		$ -	$ -	$ -
51	TEMP SHELTER	$ 1,156.00	$ -	$ -	$ 1,156.00
53	D. A. SUPP	$ 2,567.27	$ 9,168.78	$ 2,602.97	$ 9,133.08
56	IMMATE PHONE USE	$ 181.95	$ 1,437.70	$ 1,544.37	$ 75.28
58	DIST CLK REC M&P	$ 18,930.65	$ 563.73	$ 945.28	$ 18,549.10
62	C.O. 04 DEB SERV	$ 70,404.72	$ 2,160.17	$ -	$ 72,564.89
63	HEALTH FACIL	$ 11,642.93	$ 7.42	$ -	$ 11,650.35
66	HISTORICAL MUSEUM	$ 19,562.23	$ 2,322.55	$ 7,559.20	$ 14,325.58
68	TRANSACTION FEES	$ 55,300.04	$ 6,488.66	$ 4,984.90	$ 56,803.80
70	SDU-'01	$ 3,102.46	$ 1.97	$ -	$ 3,104.43
92	JUSTICE CT TECH FUND	$ 83,509.99	$ 2,195.70	$ 92.37	$ 85,613.32
93	CO/DIST TECH FUND	$ 2,322.93	$ 61.76	$ -	$ 2,384.69

94	APPELLATE JUDICIAL	$	245.01		$	250.90	$	245.01	$ 250.90
95	STATE FEES	$	108,950.38		$	36,847.47	$	-	$ 145,797.85
96	GRANT FUND	$	4,434.90		$	28,621.00	$	29,505.96	$ 3,549.94
	GENERAL RESERVE	$	848,733.25		$	540.80			$ 849,274.05
	R&B 1 RESERVE	$	1,190,916.36		$	758.83	$	-	$ 1,191,675.19
	R&B 2 RESERVE	$	488,660.76		$	311.37	$	-	$ 488,972.13
	R&B 3 RESERVE	$	240,691.05		$	153.36	$	-	$ 240,844.41
	R&B 4 RESERVE	$	515,491.12		$	328.46	$	-	$ 515,819.58
	TOTALS	$	7,965,231.15		$	486,563.22	$	1,206,223.28	$ 7,245,571.09

Item 7

- JP Offices Financial Update

MILAM COUNTY J.P./CONSTABLE COMPARISON REPORT

JUSTICE OF THE PEACE, PCT #1

SEPTEMBER, 2014

	MONTHLY BUDGET(9/12)	ACTUAL Y-T-D	OVER/ (UNDER)
REVENUE			
340-801 J.P. FEES	$ 11,250.00	$ 11,225.29	$ (24.71)
340-901 CONSTABLE FEES	$ 15,000.00	$ 16,978.08	$ 1,978.08
341-801 CO. TRAFFIC FINES	$ 37,500.00	$ 47,599.57	$ 10,099.57
341-811 DPS TRAFFIC FINES	$ 37,500.00	$ 21,913.77	$ (15,586.23)
342-801 NON-TRAFFIC FINES	$ 750.00	$ -	$ (750.00)
TOTAL G/F REVENUE:	$ 102,000.00	$ 97,716.71	$ (4,283.29)
OTHER FEES COLLECTED			
CHS,TAF,JCT,MVBA FEES		$ 19,772.61	
STATE FEES		$ 63,812.36	
EXPENSES			(OVER)/UNDER
455 J.P. #1	$ 72,590.05	$ 69,421.28	$ 3,168.77
550 CONSTABLE #1	$ 41,051.82	$ 38,846.94	$ 2,204.88
TOTAL EXPENSES:	$ 113,641.87	$ 108,268.22	$ 5,373.65

MILAM COUNTY J.P./CONSTABLE COMPARISON REPORT

JUSTICE OF THE PEACE, PCT #2

SEPTEMBER, 2014

	MONTHLY BUDGET(9/12)	ACTUAL Y-T-D	OVER/ (UNDER)
REVENUE			
340-802 J.P. FEES	$ 22,500.00	$ 23,194.50	$ 694.50
340-902 CONSTABLE FEES	$ 7,500.00	$ 8,197.84	$ 697.84
341-802 CO. TRAFFIC FINES	$ 60,000.00	$ 39,647.05	$ (20,352.95)
341-812 DPS TRAFFIC FINES	$ 52,500.00	$ 45,542.10	$ (6,957.90)
342-802 NON-TRAFFIC FINES	$ 3,000.00	$ 1,948.00	$ (1,052.00)
TOTAL G/F REVENUE:	$ 145,500.00	$ 118,529.49	$ (26,970.51)
OTHER FEES COLLECTED			
CHS,TAF,JCT,MVBA FEES		$ 31,096.28	
STATE FEES		$ 74,558.90	
EXPENSES			(OVER)/UNDER
456 J.P. #2	$ 72,527.37	$ 68,840.53	$ 3,686.84
551 CONSTABLE #2	$ 35,007.14	$ 33,335.16	$ 1,671.98
TOTAL EXPENSES:	$ 107,534.51	$ 102,175.69	$ 5,358.82

MILAM COUNTY J.P./CONSTABLE COMPARISON REPORT

JUSTICE OF THE PEACE, PCT #3

SEPTEMBER, 2014

	MONTHLY BUDGET(9/12)	ACTUAL Y-T-D	OVER/ (UNDER)
REVENUE			
340-803 J.P. FEES	$ 30,000.00	$ 11,156.36	$ (18,843.64)
340-903 CONSTABLE FEES	$ 15,000.00	$ 11,740.47	$ (3,259.53)
341-803 CO. TRAFFIC FINES	$ 90,000.00	$ 34,697.10	$ (55,302.90)
341-813 DPS TRAFFIC FINES	$ 37,500.00	$ 27,243.63	$ (10,256.37)
342-803 NON-TRAFFIC FINES	$ 7,500.00	$ 10,599.95	$ 3,099.95
TOTAL G/F REVENUE:	$ 180,000.00	$ 95,437.51	$ (84,562.49)
OTHER FEES COLLECTED			
CHS,TAF,JCT,MVBA FEES		$ 23,847.28	
STATE FEES		$ 60,858.01	
EXPENSES			(OVER)/UNDER
457 J.P. #3	$ 69,496.18	$ 68,837.39	$ 658.79
552 CONSTABLE #3	$ 40,871.82	$ 27,447.54	$ 13,424.28
TOTAL EXPENSES:	$ 110,368.00	$ 96,284.93	$ 14,083.07

MILAM COUNTY J.P./CONSTABLE COMPARISON REPORT

JUSTICE OF THE PEACE, PCT #4

SEPTEMBER, 2014

	MONTHLY BUDGET(9/12)	ACTUAL Y-T-D	OVER/ (UNDER)
REVENUE			
340-804 J.P. FEES	$ 11,250.00	$ 8,239.02	$ (3,010.98)
340-904 CONSTABLE FEES	$ 7,500.00	$ 6,501.40	$ (998.60)
341-804 CO. TRAFFIC FINES	$ 11,250.00	$ 5,634.90	$ (5,615.10)
341-814 DPS TRAFFIC FINES	$ 15,000.00	$ 20,349.47	$ 5,349.47
342-804 NON-TRAFFIC FINES	$ 15,000.00	$ 22,610.80	$ 7,610.80
TOTAL G/F REVENUE:	$ 60,000.00	$ 63,335.59	$ 3,335.59
OTHER FEES COLLECTED			
CHS,TAF,JCT,MVBA FEES		$ 11,543.24	
STATE FEES		$ 40,765.58	
EXPENSES			(OVER)/UNDER
458 J.P. #4	$ 72,047.96	$ 69,660.94	$ 2,387.02
553 CONSTABLE #4	$ 41,689.88	$ 39,404.84	$ 2,285.04
TOTAL EXPENSES:	$ 113,737.85	$ 109,065.78	$ 4,672.07

Item 8

- Commissioner’s Precinct Updates

Item 9

- Court Cases Update – Dave Barkemeyer

COUNTY COURT
CRIMINAL CASE ACTIVITY
September 2014 Report

Cases Pending (Jan 1, 2014)	209
New Cases Filed	418
Appeals & Probation Revocations	70
Cases Disposed	419
Jury Trials	0
Cases Pending (Sept 30, 2014)	278

TYPES OF CASES

13%	DWI
16%	DRUG OFFENSES
5%	HOT CHECKS
18%	TRAFFIC RELATED
6%	THEFT
5%	FAMILY VIOLENCE
4%	ASSAULT
33%	MISCELLANEOUS

OTHER COUNTY COURT ACTIVITY

Civil Cases Disposed	YTD	35
Wills Probated	YTD	61
Guardianship Hearings	YTD	7

DISTRICT COURT
September 2014 Report

Criminal Case Activity

Cases Pending (Jan 1, 2014)	347
New Cases Filed YTD	344
Probation Revocations filed	115
Cases Disposed YTD	450
Cases Pending (Aug. 29, 2014)	356
Jury Trial YTD	2

Type of Cases

Murder/Homicide	1%
Agg. Assault/Att Murder	8%
Sexual Asslt-Adult/Child	6%
Fam Violence- Assault	4%
Agg. Robbery/Robbery	1%
Burglary	7%
Theft	11%
Auto theft	2%
Drug offenses	22%
DWI	5%
Other Felonies	33%

Civil Case Activity

Cases Pending (Jan 1, 2014)	666
New Cases Filed YTD	352
Modifications	165
Cases Disposed YTD	491
Cases Pending (Aug. 29, 2014)	692
Jury Trials YTD	4

Item 10

- Approve Utility Installations

PERMISSION FOR ENTRY AND WAIVER OF CLAIMS

I, Jim Richardson, the undersigned, hereby give my consent to Milam County and its employees to enter my property located on County Road 412 , for the purpose of maintaining County Road 412. In addition, I hereby waive any and all claims against Milam County that may result from that entry.

Jim C. Richardson
Jim Richardson

9-26-14.
Date

Item 11

- Milam County Radio System – Chris White, Motorola Rep Gene Aicher

Item 12

- Approve Oak Park Subdivision Speed Limit Signs – Jeff Muegge

Item 13

- Recognize Certificate of Completion for floodplain development – J. Beathard

FEMA

Certificate of Completion

This is to acknowledge that

Johnnie Beathard

Has Successfully Completed

Managing Floodplain Development
Through the
National Flood Insurance Program
(E273)

Dale Hoff
Instructor
Federal Emergency Management Agency,
Region VI

Conducted in
Cedar Park, Texas

15-18 September 2014

TURN AROUND DON'T DROWN

National Flood
Insurance Program

Item 14

- Appoint J. Beathard as Milam County Flood Plain Administrator

Item 15

- Approve line item adjustments for Flood Plain Administrator Salary and Benefits, $1875.00

Item 16

- Recognize external audit for FY 13 – Paula Loewe

Item 17

- Approve Resolution opposing elimination of railroad crossing on CR 330 Near Milano – John Fisher

STATE OF TEXAS §

COUNTY OF MILAM §

TAX ABATMENT AGREEMENT

I. PARTIES:

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Milam, Texas (the "County"), and LWG Associates, LLC (the "Company"), along with Cameron Chicken, LLC (the Franchisee) acting by and through Larry Guess, authorized representative of LWG Associates, LLC and Larry Guess, authorized representative of Cameron Chicken, LLC.

II. RECITALS:

WHEREAS, the County Commissioner's of the County of Milam, Texas, (the "County"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Tax Code"); and

WHEREAS, the description of Tax Abatement Reinvestment Zone for "Company" improvements is described as being exactly that of the Bush's Chicken business at 802 West 4th, in Cameron, Texas.

WHEREAS, the County has adopted guidelines for Ad Valorem tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by the Tax Code; and

WHEREAS, in order to maintain and enhanced the commercial and industrial economic and employment base of the Cameron area, it is in the best interest of the taxpayers for the County to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, "Company" owns or will own a certain tract of land in the County of Milam described as: See Exhibit A – Field note Description

And intends to construct certain improvements (hereinafter defined as the "Improvements") on the Land and to lease the Improvements to "Franchisee"; and

WHEREAS, "Franchisee's" development efforts described herein will create 14 permanent new jobs in the County; and

WHEREAS, the County Commissioners finds that the contemplated use of the Premises (hereinafter defined), the contemplated improvements to the Premises thereto in the amount set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the County, the Tax Code and all other applicable laws; and

WHEREAS, the County Commissioners find that the Improvements, made or to be made, are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

Whereas, because of the required re-routing of vehicular traffic, including 16- and 18-wheelers used for county road work and crude oil transport, the railroad crossing's elimination would have substantial adverse effects upon the Milano community due to the safety issues, noise, and dust associated with the increased vehicular traffic in the city's central areas; and

Whereas, the elimination of the railroad crossing would increase costs for individuals and companies due to increased wear-and-tear on vehicles and increased fuel expense; and

Whereas, the elimination of the railroad crossing would increase the annual road maintenance costs for the City of Milano since the city would need to maintain more miles of heavily-traveled roads; and

Whereas, the elimination of the railroad crossing would require the Milano ISD to change school bus routes which would increase the maintenance and fuel costs for the buses due to the increased length of the bus routes; and

Whereas, an extreme public safety issue would be created by eliminating the railroad crossing because fire, ambulance, and police emergency vehicles would have to zigzag at high speeds through central areas of the City of Milano to respond to emergencies in the county south of the Union Pacific Railroad and the response time would be increased; and

NOW, THEREFORE BE IT RESOLVED THAT, the Commissioners Court of Milam County, Texas, duly convened and acting in its capacity as the governing body of Milam County, hereby strongly opposes the elimination of the railroad crossing on Milam County Road 330 (also known as Buer Springs Road) because of its importance in serving the public interest.

PASSED AND APPROVED this _____day of _____

_____

DAVID BARKEMEYER, COUNTY JUDGE

_____

OPEY WATKINS
COUNTY COMMISSIONER, PRECINCT 1

_____

KENNETH HOLLAS
COUNTY COMMISSIONER, PRECINCT 2

_____

JOHN FISHER
COUNTY COMMISSIONER, PRECINCT 3

_____

JEFF MUEGGE
COUNTY COMMISSIONER, PRECINCT 4

Item 18

- Approve revision to the tax abatement request date May 1, 2013 of Bush's Chicken, now LWG Associates, LLC (the "Company"), along with Cameron Chicken, LLC (the "Franchise") acting by and through Larry Guess, authorized representative of LWG associates, LLC and Larry Guess, authorized representative of Cameron Chicken, LLC for the commencement date of the tax abatement from January 1, 2014 to January 1, 2015 – Milam County Industrial Dev Corp

STATE OF TEXAS §

COUNTY OF MILAM §

TAX ABATMENT AGREEMENT

I. PARTIES:

This Tax Abatement Agreement (the "Agreement") is entered into by and between the City of Cameron, Texas (the "City"), and LWG Associates, LLC (the "Company"), along with Cameron Chicken, LLC (the Franchisee) acting by and through Larry Guess, authorized representative of LWG Associates, LLC and Larry Guess, authorized representative of Cameron Chicken, LLC.

II. RECITALS:

WHEREAS, the City Council of the City of Cameron, Texas, (the "City"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Tax Code"); and

WHEREAS, the description of Tax Abatement Reinvestment Zone for "Company" improvements is described as being exactly that of the Bush's Chicken business at 802 West 4th, in Cameron, Texas.

WHEREAS, the City has adopted guidelines for Ad Valorem tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Tax Code; and

WHEREAS, in order to maintain and enhanced the commercial and industrial economic and employment base of the Cameron area, it is in the best interest of the taxpayers for the City to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines and the Tax Coed; and

WHEREAS, "Company" owns or will own a certain tract of land in the City of Cameron described as: See Exhibit A – Fieldnote Description

And intends to construct certain improvements (hereinafter defined as the "Improvements") on the Land and to lease the Improvements to "Franchisee"; and

WHEREAS, "Franchisee's" development efforts described herein will create 14 permanent new jobs in the City; and

WHEREAS, the City Council finds that the contemplated use of the Premises (hereinafter defined), the contemplated improvements to the Premises thereto in the amount set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Tax Code and all other applicable laws; and

WHEREAS, the City Council finds that the Improvements, made or to be made, are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

WHEREAS, the City desires to enter into an agreement with the owner of the Tangible Personal Property (hereinafter defined), within the Zone for the abatement of taxes pursuant to Chapter 312 of the Tax Code as amended;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, including the expansion of employment, the attraction of major investment in the City, which contributes to the economic development of and the enhancement of the tax base in the City, the parties agree as follows:

III. GENERAL PROVISIONS

1. The Land is located within the city limits of the City and wholly within the specific abatement zone. "Company" intends to undertake construction of the Improvements on the Land subsequent to the execution of this Agreement.

2. The Premises are not in an improvement project financed by tax increment bonds.

3. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

4. The Premises are not owned or leased by any member of the City Council or any member of the Cameron Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this agreement.

IV. Tax Abatement Authorized

5. This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines, and approved by resolution of the City Council of the City authorizing the execution of this Agreement.

6. The value of the real estate improvements on which the abatement is based is $1,028,950.00 or the valuation as of January 1, 2016 as determined by the Milam Appraisal District, whichever is less. The Tax Abatement Schedule is as follows:

   $1,029,950.00 X's 80% = $823,160.00 dollars, on which tax is initially abated.

YEAR 2016	...	80%
YEAR 2017	...	80%
YEAR 2018	...	80%

7. City hereby grants "Company" abatement of the Combined Taxable Value of the Improvements made to real estate and tangible property described in Exhibit A, attached hereto. The period of tax abatement herein authorized shall be for a period of three (3) years and expires on December 31, 2018. The abatement hereunder shall amount to an abatement of 80% of the City ad valorem taxes in any Taxable Year covered by this agreement.
8. During the period of tax abatement herein authorized, "Company" and "Franchisee" shall be subject to all City taxation not abated, including but not limited to, sales tax and Ad Valorem taxation on inventory and supplies.

V. DEFINITIONS

9. Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

a. "Base Year Taxable Value" shall mean the total appraised value of the Land and Improvements as certified by the Appraisal District for year in which the Tax Abatement Agreement is executed (2014).

b. "Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefits of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

c. "First Year of Abatement" shall mean January 1 of the calendar year immediately following the completion of property improvements or January 1, 2016, whichever is sooner.

d. "Force Majeure" shall mean any contingency or cause beyond the reasonable control of "Company" including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of "Company"), fires, explosions or floods, strikes, slowdowns or work stoppages.

e. "Improvements" shall mean the contemplated improvements to the land and any additions or expansions thereof as further described herein.

f. "Land" shall mean the real property described in Exhibit "A".

g. "Premises" shall collectively mean the Land and the Improvements.

h. "Tangible Personal Property" shall mean tangible personal property, equipment and fixtures, other than inventory or supplies, owned and/or leased by "Company" and the "Franchisee" and added to the Premises subsequent to the execution of this Agreement.

i. "Taxable Value" means the appraised value as certified by the Appraisal District as of January 1 of a given year.

VI. IMPROVEMENTS

10. The "Company" owns or will own the Land in fee and agrees to construct a Bush's Chicken restaurant with all the necessary facilities and equipment to successfully operate a Bush's Chicken specifically at 802 West 4th street. Nothing in the Agreement shall obligate City to construct the Improvements on the Land, nor obligate the City to occupy the Improvements or to locate Tangible Personal Property on the Premises but said actions are a condition precedent to tax abatement pursuant to this Agreement.

VII. CONSTRUCTION OF THE IMPROVEMENTS AND "COMPANY" OR "FRANCHISEE" OBLIGATIONS

In order to receive a tax abatement pursuant to this Agreement, "Company" shall comply with the following:

11. As a condition precedent to the initiation of tax abatement pursuant to this Agreement, "Company" will diligently and faithfully, in good and workmanlike manner, pursue the completion of the contemplated Improvements on or before April 30, 2015, as good and valuable consideration for the Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations, (or valid waiver thereof); provided, that "Company" shall have such additional time to complete and maintain the Improvements as may be required in the event of "Force Majeure", if Owner is diligently and faithfully pursuing completion of the Improvements.

12. "Company" agrees to maintain the Improvements during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations. "Company" agrees that the Improvements shall be used only for the purposes of a Bush's Chicken restaurant as of this date.

13. The City, its agents employees shall have the right of access to the Premises during construction and afterward to inspect the Improvements at reasonable times and with reasonable notice to "Company", and in accordance with "Company" visitor access and security policies, in order to insure that the construction and maintenance of the Improvements are in accordance with this Agreement.

14. Beginning no later than 2016, "Franchisee" shall employ and maintain a level of not less than fourteen (14) net new full-time on the Premises. "Franchisee" shall report and certify the requisite job levels hereunder to the City on or before April 1st of each tax year under this Agreement.

VIII. GENERAL REQUIREMENTS

15. Construction plans will be filed with the City, which shall be deemed incorporated by reference herein, along with application for a building permit, and made a part hereof for all purposes if applicable to any aspect of the refurbishing improvements.

16. After completion of the Improvements, Owner shall certify in writing to the City the construction cost of the Improvements.

17. "Company" and "Franchisee" shall, prior to April 1 of each calendar year, annually certify in writing to the City that they are in compliance with each term of the Agreement.

18. The Premises shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

19. The "Company" and Franchisee" agrees to continuously occupy the Improvements for a period of Eight (8) or more years commencing the First Year of Abatement.

IX. DEFAULT: RECAPTURE OF ABATED TAX

20. In the event the "Company" and "Franchisee": (i) fail to complete the Improvements in accordance with this Agreement or in accordance with applicable State or local laws, codes or regulations; (ii) has delinquent Ad Valorem or sales taxes owed to the City with respect to the Premises and or the Tangible Personal Property (provided such party retains its right to timely and properly protest such taxes or assessment); (iii) has an "Event of Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement, then such party, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting party"). As liquidated damages in the event of such default, the "Company" and "Franchisee" shall, within thirty (30) days after demand, pay the City all taxes which otherwise would have been paid to the City without benefit of a tax abatement with interest at the statutory rate for delinquent taxes as determined by Section

33.01 of the Tax Code, as amended, but without penalty. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the "Company", its successors and assigns and shall constitute a tax lien on the Premises and/or the Tangible Personal Property, as the case may be, shall become due, owing and shall be paid to the City within thirty (30) days after termination.

21. Upon breach by "Company" or "Franchisee" of any obligations under this Agreement, the City shall notify the "Defaulting Party" in writing. "Company" and "Franchisee" shall have thirty (30) days from the receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a thirty (30) day period, and the "Company" and "Franchisee" has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the City may extend the period in which the breach must be cured.

22. If the "Company" and "Franchisee" fail to cure the breach within the time provided as specified above or, as such time period may be extended, then the City at its sole option shall have the right to terminate this Agreement with respect to the Defaulting Party by written notice to "Company" and "Franchisee", as the case may be.

23. Upon termination of this Agreement by City, all tax abated as a result of this Agreement shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is made. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for purpose of the Agreement shall be based upon the full Taxable Value of the Improvements and the Tangible Personal Property without tax abatement for the years in which tax abatement hereunder was received by "Company" and "Franchisee", as the case may be, with respect to the Improvements and Tangible Personal Property as determined by the Appraisal District, multiplied by the tax rated of the years in question, as calculated by the Tax Assessor-Collector respectively. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

X. ANNUAL APPLICATION FOR EXEMPTION; RENDITION

24. It shall be the responsibility of the "Company" and "Franchisee" pursuant to the Tax Code, to timely file an annual exemption application form with the Chief Appraiser for each Appraisal District in which the eligible taxable property has situs. A copy of the exemption application shall upon written request be submitted to the City.

25. "Company" and "Franchisee" shall annually render the value of the Improvements and Tangible Personal Property to the Appraisal District and provide a copy of the same to the City.

XI. SUCCESSORS AND ASSIGNS

26. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may be assigned with written consent of the City Manager. After any permitted assignment, all references to "Company" or "Franchisee" as the case may be, herein shall thereafter be a reference to such successor with respect to any obligations or liabilities occurring or arising after the date of such assignment.

XII. NOTICE

27. All notices required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for the "Company"
Larry Guess, President
LWG Associates, LLC
202 E. Barton Avenue
Temple, TX 76501

If intended for the "Franchisee"
Larry Guess, President
Cameron Chicken, LLC
202 E. Barton Avenue
Temple, TX 76501

If intended for City of Cameron
Attn: Mayor (with copy to City Manager)
100 South Houston
PO Box 833
Cameron, TX 76520

XIII. AUTHORIZATION

28. This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the Mayor to execute this Agreement on behalf of the City.

XIV. SEVERABILITY

29. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XV. APPLICABLE LAW

30. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Milam County, Texas.

XVI. COUNTERPARTS

31. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVII. ENTIRE AGREEMENT

32. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

XVIII. COVENANT RUNNING WITH THE PREMISES

33. The provisions of this Agreement are hereby declared covenants running with the Premises and are fully binding on all successors, heirs, and assigns of Owner who acquire any right, title, or interest in or to the Premises, or any part thereof. Any person who acquires any right, title or interest in or to the Premises, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title, or interest in such Premises.

XIX. RECORDATION OF AGREEMENT

34. A certified copy of this Agreement shall be recorded in the Deed Records of Milam County, Texas.

XX. INCORPORATING OF RECITALS

35. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

XXI. INCORPORATION OF EXHIBITS

36. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in triplicate originals this _____ day of _____, 2014.

CITY OF CAMERON, TEXAS

By: _____
Connie Anderle, Mayor

ATTESTED:

By: _____
Amy Harris, City Secretary

APPROVED AS TO FORM:

By: _____, City Attorney

EXECUTED in triplicate originals this _____ day of _____, 2014.

LWG ASSOCIATES, LLC ("Company")
(After reading please commit your signature above your printed name following the word By:)

By: _____
Larry Guess, President

Cameron Chicken, LLC ("Franchisee")
(After reading please commit your signature above your printed name following the word By:)

By: _____
Larry Guess, President

CITY'S ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF MILAM §

This instrument was acknowledged before me this _____ day of _____, 2014, by Connie Anderle, Mayor of the City of Cameron, Texas, a Texas municipality, on behalf of said municipality.

_____
Notary Public, State of Texas
My Commission Expires: _____

LWG ASSOCIATES, LLC ACKNOWLEDGEMENT

This instrument was acknowledged before me this _____ day of _____, 2014, by Larry Guess, President of LWG Associates, LLC, the "Company" described in this abatement agreement, on behalf of said corporation.

_____
Notary Public, State of Texas
My Commission Expires: _____

CAMERON CHICKEN, LLC ACKNOWLEDGEMENT

This instrument was acknowledged before me this _____ day of _____, 2014, by Larry Guess, President of Cameron Chicken, LLC the "Franchisee" described in this abatement agreement, on behalf of said corporation.

_____
Notary Public, State of Texas
My Commission Expires: _____

Item 19

- Approve payment of bills

Prepaid General Fund Utilities

A T & T	$110.20
A T & T	$3,791.84
A T & T	$362.81
Birch Communications	$219.42
Champion Energy Services, LLC	$18,831.41
City Of Cameron	$2,608.20
City Of Rockdale	$112.95
CTCOG	$3,087.50
De Lage Landen	$2,900.00
Department Of Information Resources	$1,202.44
Heart Of Texas Electric Co-op	$87.00
Milano Water Supply Corp	$28.68

Grand Total **$33,342.45**

Unpaid Bills to Approve Over $2,500

General Fund

City of Cameron	$4,000.00
Climate Control AC & Heating	$4,934.83
Danielle Donnelly	$4,300.00
Hux Janitorial Service	$4,166.67
James David Walker	$6,820.00
John Paschall	$5,205.00
Little River Healthcare	$4,370.34
Pair Plumbing	$4,766.23
Pattillo Brown	$19,000.00
Rockdale Country Ford	$21,991.19

Unpaid Bills to Approve Over $2,500

General Fund Continued…

Sanofi Pasteur INC	$11,272.08
Scott & White Health Plan	$9,351.66
Scott & White Hospital	$16,330.88
Stuart Yoffe MD	$4,000.00
Summit Info Resources	$24,235.00
Texas Assoc of Counties Risk Mgmt P	$5,000.00
Texas Fleet Fuel	$6,702.19
Travis Co. Med Examiner	$5,200.00
Vquest Office Machines & Supplies	$2,561.07
Xerox Business Services LLC	$4,858.11

General Fund Total $225,943.67

Unpaid Bills to Approve Over $2,500

R & B Fund, PCT #1

Cleveland Asphalt Products Co INC	$4,216.59
Deere Credit INC	$3,077.50
Ergon Asphalt & Emulsions INC	$5,944.89
Jack Hilliard Dozer SVC & Materials	$2,880.00
Superior Crushed Stone, LC	$3,862.45
Truck & Trailer Equipment Co	$4,004.14

R & B Fund, PCT #1 Total $31,619.16

Unpaid Bills to Approve Over $2,500

R & B Fund, PCT #2

Cleveland Asphalt Products Co INC	$44,476.91
Mine Service LTD	$10,158.72

R & B Fund, PCT #2 Total $60,758.93

Unpaid Bills to Approve Over $2,500

R & B Fund, PCT #3

Anderson Machinery Austin Inc	$2,770.28
Cleveland Asphalt Products Co INC	$33,235.11
Holt Cat Co	$2,999.20
Lin Perry	$15,000.00
Napa Tire & Auto	$2,565.75
Texas Fleet Fuel	$5,781.50

R & B Fund, PCT #3 Total $72,623.09

Unpaid Bills to Approve Over $2,500

R & B Fund, PCT #4

Anderson Machinery Austin Inc	$6,476.13
Cleveland Asphalt Products Co Inc	$13,564.00
Texas Fleet Fuel	$4,137.28

R & B Fund, PCT #4 Total $36,042.16

Unpaid Bills to Approve Over $2,500

<u>Public Health Preparedness Grant</u>

SWN Communications INC.	$4,408.80
Fund Total	$36,042.16

Unpaid Bills to Approve Over $2,500

W.I.C.

Falls Furniture	$8,961.25
W.I.C. Fund Total	$17,866.44

Unpaid Bills to Approve Over $2,500

Health Department #2

Falls Furniture	$3,285.00
Fund Total	$4,593.63

Unpaid Bills to Approve Over $2,500

<u>Indigent Task Force Grant</u>

Clyde W Chandler	$4,891.78

Fund Total	$12,562.05

Unpaid Bills to Approve Over $2,500

Pre-Forfeiture/Holding Fund

Cameron Police Dept	$3,208.10
Fund Total	$4,583.00

Unpaid Bills to Approve Over $2,500

<u>Pre-Forfeiture/Holding Fund</u>

McCreary, Veselka, Bragg & Allen PC	$4,457.64
Fund Total	$5,457.64

Unpaid Bills to Approve

Grand Total

$483,975.41

Item 20

- Adjourn