

# Milam County Commissioner's Court

January 11, 2015

## COMMISSIONERS' COURT OF MILAM COUNTY, TEXAS

Notice is hereby given that a meeting of the above named Commissioner's Court will be held on Monday, the 11<sup>th</sup> of January, 2016, 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. Commissioner's Precinct Updates
8. Court Cases Update - Dave Barkemeyer
9. Approve Utility Installations
10. Permission for entry and waiver of claims
11. Approve Mutual Aid Agreements with Fire Depts - Susan Reinders
12. Discuss and take possible action entering into contract for professional accounting services from Atchley and Associates - John Redington
13. Discuss, consider and possibly take action on courthouse security measures regarding enactment of "Open Carry" - John Redington
14. Discuss and take possible action resolving to contract for the sale of real property - John Redington
15. Accept resignation of JohnnieLynn Brown as President of Milam County Historical Commission
16. Approve recommendation of John Pruett to be appointed to the Milam County Historical Commission
17. Discuss Local Government Code Time for Making Deposits for Milam County Officials - Wayne Horkheimer
18. Approve Racial Profiling Report - Jay Beathard, Pct 3
19. Approve deputation of Robert Weyand, Sherriff Dept
20. Approve deputation of Donna Kimbrel, District Clerk's Office
21. Approve Countywide polling place program
22. Approve Private Road 4128
23. Approve Private Road 2240
24. Approve payment of bills
25. Adjourn

Dated this the 7<sup>th</sup> day of January, 2016  
Commissioners' Court of Milam County, Texas

By David L. Barkemeyer  
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 Courthouse door and the County Clerk's Office of Milam County, Texas, at a place readily accessible to the general public at all times on the 7th day of January, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 7th day of January, 2016  
County Clerk of Milam County, Texas  
Barbara Vansa

By Barbara Vansa

Filed 7 day of JAN.  
in 2016 At 4 P. M.  
BARBARA VANSA  
County Clerk, Milam County, Texas  
By Barbara Vansa

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 observers 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".
- 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.
  - 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).
  - 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.
  - 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.
  - 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:
    - Cancellation of a speaker's remaining time;
    - Removal from the Commissioners Courtroom;
    - A Contempt Citation; and/or
    - 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 December, 2015**

\$ 6,619,600	<b>Ad Valorem Taxes (101%)</b> (Budgeted amount \$6,522,869)
<u>+\$ 3,653,000</u>	<b>Projected Annual Other Revenue</b> From Fines, Fees, Sales Tax, etc.
\$ 10,272,600	<b>TOTAL Projected 2015 General Fund Revenue</b> (Revenue Budget is \$9.85m w/o reserves)
- <u>\$ 10,166,300</u>	<b>2015 Expenditures (Rounded)</b> (Expense Budget is \$10.75m)
+\$ 106,300	<b>Projected Year End 2015 Balance (Rounded)</b>
+ \$ <u>720,000</u>	<b>Current General Fund Reserves</b>
\$ 826,300	<b>Reserves Beginning 2016</b>

**December expenditures = \$724,279**

## General Fund Revenue Summary (December 2015)

		<u>2015 Budget</u>	<u>Collected 2015</u>	
310	Ad Valorem taxes	\$6,522,869	\$6,619,680	101%
		<b>Other Revenue</b>		
		<b>Budget</b>	<b>Collected</b>	<b>Δ</b>
320	Occupation	\$ 1,200	0	\$ - 1,200
333	Grant Money	\$ 53,000	\$ 62,260	\$ +9,260
334	Beer/Wine	\$ 10,000	\$ 9,922	\$ -78
337	Shared Revenue	\$ 531,500	\$ 878,958	\$ +347,458
340	Fees of Office	\$ 636,200	\$ 603,151	\$ -33,049
341	Traffic Fines	\$ 400,000	\$ 369,709	\$ -30,291
342	Other Fees	\$ 299,500	\$ 283,434	\$ -16,066
361	Interest	\$ 26,000	\$ 26,900	\$ +900
364	Sales of Assets	0	\$ 44,663	\$ +44,663
367	Sales Tax, etc	\$1,347,900	\$ 1,344,200	\$ -3,699
381	Other Revenues	<u>\$ 17,000</u>	<u>\$ 29,762</u>	<u>\$ +12,762</u>
		<b>\$3,322,300</b>	<b>\$ 3,652,959</b>	<b>\$ +330,660</b>

**MILAM COUNTY AUDITOR**  
**CASH FLOW REPORT - GENERAL FUND**

**DECEMBER, 2015**

<b>REVENUE</b>	<b>BUDGET AMT</b>	<b>YTD</b>	<b>APPROX % RCVD.</b>
310 AD VALOREM TAXES	\$ 6,522,868.92	\$ 6,619,680.28	101.00%
	<b><u>MONTHLY</u></b>	<b><u>ACTUAL</u></b>	<b><u>OVER/</u></b>
	<b><u>BUDGET (12/12)</u></b>	<b><u>Y-T-D</u></b>	<b><u>(UNDER)</u></b>
320 OCCUPATION TAXES	\$ 1,200.00	\$ -	\$ (1,200.00)
333 STATE GRANTS	\$ 53,000.00	\$ 62,260.47	\$ 9,260.47
334 ALCOHOLIC BEVERAGES	\$ 10,000.00	\$ 9,921.79	\$ (78.21)
<b>337 SHARED REVENUES</b>			
TAX COLLECTIONS	\$ 62,300.00	\$ 63,719.20	\$ 1,419.20
HOUSING INMATES	\$ 430,000.00	\$ 760,202.95	\$ 330,202.95
INDIGENT HEALTHCARE	\$ 30,000.00	\$ 45,598.94	\$ 15,598.94
OTHER	\$ 9,200.00	\$ 9,436.58	\$ 236.58
<b>TOTAL SHARED REVENUES:</b>	<b>\$ 531,500.00</b>	<b>\$ 878,957.67</b>	<b>\$ 347,457.67</b>
<b>340 FEES OF OFFICE</b>			
SHERIFF	\$ 40,000.00	\$ 31,785.75	\$ (8,214.25)
COUNTY COURT	\$ 280,000.00	\$ 263,048.33	\$ (16,951.67)
TAX ASSESSOR-COLLECTOR	\$ 40,000.00	\$ 32,220.00	\$ (7,780.00)
DISTRICT COURT	\$ 90,000.00	\$ 91,509.37	\$ 1,509.37
J.P. #1-4	\$ 105,000.00	\$ 105,958.75	\$ 958.75
CONSTABLES #1-4	\$ 61,000.00	\$ 58,041.70	\$ (2,958.30)
OTHER	\$ 20,200.00	\$ 20,586.95	\$ 386.95
<b>TOTAL FEES OF OFFICE:</b>	<b>\$ 636,200.00</b>	<b>\$ 603,150.85</b>	<b>\$ (33,049.15)</b>
<b>341 TRAFFIC FINES</b>			
CO. TRAFFIC FINES	\$ 225,000.00	\$ 228,482.16	\$ 3,482.16
DPS TRAFFIC FINES	\$ 175,000.00	\$ 141,227.20	\$ (33,772.80)
<b>TOTAL TRAFFIC FINES:</b>	<b>\$ 400,000.00</b>	<b>\$ 369,709.36</b>	<b>\$ (30,290.64)</b>
342 OTHER FEES	\$ 299,500.00	\$ 283,433.60	\$ (16,066.40)
361 INTEREST	\$ 26,000.00	\$ 26,900.41	\$ 900.41
364 SALE OF FIXED ASSETS	\$ -	\$ 44,662.75	\$ 44,662.75
<b>367 PRIVATE SERVICES</b>			
SALES TAX	\$ 1,200,000.00	\$ 1,143,243.60	\$ (56,756.40)
OTHER	\$ 147,900.00	\$ 200,956.98	\$ 53,056.98
<b>TOTAL PRIVATE SERVICES:</b>	<b>\$ 1,347,900.00</b>	<b>\$ 1,344,200.58</b>	<b>\$ (3,699.42)</b>
381 OTHER REVENUE	\$ 17,000.00	\$ 29,761.58	\$ 12,761.58
<b>TOTAL REVENUE:</b>	<b>\$ 3,322,300.00</b>	<b>\$ 3,652,959.06</b>	<b>\$ 287,196.31</b>

<b>EXPENSES</b>	<b>MONTHLY BUDGET (12/12)</b>	<b>ACTUAL Y-T-D</b>	<b>(OVER)/ UNDER</b>
401 COUNTY JUDGE	\$ 176,653.00	\$ 162,563.03	\$ 14,089.97
403 COUNTY CLERK	\$ 309,525.00	\$ 295,778.08	\$ 13,746.92
405 VETERANS SERVICE	\$ 68,717.00	\$ 87,612.90	\$ (18,895.90)
409 GENERAL	\$ 777,983.92	\$ 598,361.47	\$ 179,622.45
410 INFORMATION TECH	\$ 535,500.00	\$ 438,426.30	\$ 97,073.70
435 DISTRICT COURT	\$ 401,638.00	\$ 349,848.44	\$ 51,789.56
450 DISTRICT CLERK	\$ 313,333.00	\$ 278,834.66	\$ 34,498.34
455 JUSTICE OF THE PEACE #1	\$ 99,331.00	\$ 99,087.13	\$ 243.87
456 JUSTICE OF THE PEACE #2	\$ 99,531.00	\$ 97,948.81	\$ 1,582.19
457 JUSTICE OF THE PEACE #3	\$ 97,521.00	\$ 96,320.48	\$ 1,200.52
458 JUSTICE OF THE PEACE #4	\$ 100,471.00	\$ 99,610.67	\$ 860.33
475 COUNTY ATTORNEY	\$ 436,814.00	\$ 410,639.28	\$ 26,174.72
490 ELECTIONS	\$ 45,000.00	\$ 44,644.84	\$ 355.16
495 COUNTY AUDITOR	\$ 146,748.00	\$ 140,685.19	\$ 6,062.81
497 COUNTY TREASURER	\$ 64,497.00	\$ 64,417.38	\$ 79.62
499 TAX ASSESSOR-COLLECTOR	\$ 345,796.00	\$ 326,194.12	\$ 19,601.88
500 TAX APPRAISAL DIST	\$ 242,377.00	\$ 404,204.76	\$ (161,827.76) **
510 COURTHOUSE/ASSOC BLDGS	\$ 196,500.00	\$ 205,279.18	\$ (8,779.18)
540 AMBULANCE SERVICE	\$ 100,000.00	\$ 99,859.72	\$ 140.28 **
543 FIRE PROTECTION	\$ 90,000.00	\$ 89,000.00	\$ 1,000.00 **
550 CONSTABLE #1	\$ 55,483.00	\$ 53,127.44	\$ 2,355.56
551 CONSTABLE #2	\$ 47,590.00	\$ 46,997.92	\$ 592.08
552 CONSTABLE #3	\$ 56,618.00	\$ 57,058.72	\$ (440.72)
553 CONSTABLE #4	\$ 56,618.00	\$ 55,164.79	\$ 1,453.21
565 CO. SHERIFF - OPERATIONS	\$ 1,422,257.00	\$ 1,342,950.71	\$ 79,306.29
566 COUNTY SHERIFF JAIL	\$ 3,073,057.00	\$ 2,928,468.20	\$ 144,588.80
570 ADULT PROBATION	\$ 17,500.00	\$ 14,298.81	\$ 3,201.19
571 JUVENILE PROBATION	\$ 102,141.00	\$ 102,141.00	\$ - **
585 HIGHWAY PATROL	\$ 53,873.00	\$ 51,795.15	\$ 2,077.85
586 EMERGENCY MANAGEMENT	\$ 114,305.00	\$ 80,095.17	\$ 34,209.83
587 COMMUNITY SERVICE	\$ 40,458.00	\$ 39,603.53	\$ 854.47
630 HEALTH DEPT	\$ 330,814.00	\$ 297,909.62	\$ 32,904.38
631 INDIGENT HEALTHCARE	\$ 511,423.00	\$ 506,098.21	\$ 5,324.79
640 M.H.M.R.	\$ 20,000.00	\$ 20,651.12	\$ (651.12) **
641 SENIOR CITIZENS CENTER	\$ 51,788.00	\$ 46,463.32	\$ 5,324.68 **
650 LIBRARY	\$ 8,000.00	\$ 8,000.00	\$ - **
660 MUSEUM	\$ 40,988.00	\$ 40,746.39	\$ 241.61
665 AG EXTENSION SERVICE	\$ 94,320.00	\$ 85,377.72	\$ 8,942.28
<b>TOTAL EXPENSES:</b>	<b>\$ 10,745,168.92</b>	<b>\$ 10,166,264.26</b>	<b>\$ 578,904.66</b>

\*\*QUARTERLY OR ANNUAL PAYMENTS

**MILAM COUNTY AUDITOR**  
**CASH FLOW REPORT - R&B PCTS**

**DECEMBER, 2015**

	BUDGET AMT	YTD	APPROX. % RCVD
310 AD VAL TAX(EA. PCT)	\$ 878,078.52	\$ 891,621.36	102.00%
	<b><u>MONTHLY</u></b>	<b><u>ACTUAL</u></b>	
	<b><u>BUDGET (12/12)</u></b>	<b><u>Y-T-D</u></b>	<b><u>DIFFERENCE</u></b>
<b><u>R&amp;B #1</u></b>			
OTHER REVENUE	\$ 206,000.00	\$ 438,894.87	\$ 232,894.87
TOTAL R&B #1 REVENUE:		\$ 1,330,516.23	
TOTAL EXPENSES:	\$ 2,084,078.52	\$ 1,164,540.96	\$ 919,537.56
<b><u>R&amp;B #2</u></b>			
OTHER REVENUE	\$ 203,000.00	\$ 405,233.70	\$ 202,233.70
TOTAL R&B #2 REVENUE:		\$ 1,296,855.06	
TOTAL EXPENSES:	\$ 1,581,078.52	\$ 1,236,350.84	\$ 344,727.68
<b><u>R&amp;B #3</u></b>			
OTHER REVENUE	\$ 246,500.00	\$ 628,451.33	\$ 381,951.33
TOTAL R&B #3 REVENUE:		\$ 1,520,072.69	
TOTAL EXPENSES:	\$ 1,324,578.52	\$ 1,366,224.87	\$ (41,646.35)
<b><u>R&amp;B #4</u></b>			
OTHER REVENUE	\$ 205,000.00	\$ 474,472.59	\$ 269,472.59
TOTAL R&B #4 REVENUE:		\$ 1,366,093.95	
TOTAL EXPENSES:	\$ 1,583,078.52	\$ 1,482,567.47	\$ 100,511.05

**General Fund  
Expenditures Summary  
December 2015 Final**

		<u>Budget</u>	<u>Actual</u>	<u>(over)/under</u>	<u>%</u>
401	County Judge	176,653	162,563	-14,090	-8%
403	County Clerk	309,525	295,778	-13,747	-4%
405	Veterans Service	89,171	87,613	-1,558	-2%
409	General Fund	777,984	598,361	-179,623	-23%
410	Information Technology	535,500	438,426	-97,074	-18%
435	District C ourt	401,638	349,848	-51,790	-13%
450	District Clerk	313,333	278,835	-34,498	-11%
455	JP #1	99,331	99,087	-244	0%
456	JP #2	99,531	97,949	-1,582	-2%
457	JP #3	97,521	96,320	-1,207	-1%
458	JP #4	100,471	99,611	-860	-1%
475	County Attorney	416,360	410,639	-5,721	-1%
490	Elections	45,000	44,645	-355	-1%
495	County Auditor	146,748	140,865	-6,063	-4%
497	County Treasurer	64,497	64,417	-80	0%
499	Tax Assessor	345,796	326,194	-19,602	-6%
500	Appraisal District	242,377	404,205	+161,826	+67%
510	Court House/Assoc Bldgs	196,500	205,279	+6,779	+4%
540	Ambulance Service	100,000	99,860	-140	0%
543	Fire Protection	90,000	89,000	-1,000	-1%
550	Constable Pct #1	55,483	53,127	-2,356	-4%

**General Fund  
Expenditures Summary  
December 2015 Final**

		<u>Budget</u>	<u>Actual</u>	<u>(over)/under</u>	<u>%</u>
551	Constable Pct #2	47,590	46,998	-592	-1%
552	Constable Pct #3	56,618	57,059	+441	+1%
553	Constable Pct #4	56,618	55,165	-1,453	-3%
565	Sheriff Operations	1,422,257	1,342,951	-79,306	-6%
566	Sheriff Jail	3,073,057	2,928,468	-144,589	-5%
570	Adult Probation	17,500	14,299	-3,201	-18%
571	Juvenile Probation	102,141	102,141	0	0%
585	Highway Patrol	53,873	51,795	-2,078	-4%
586	Emergency Management	114,305	80,095	-34,210	-30%
587	Community Service	40,458	39,604	-854	-2%
630	Health Department	330,814	297,910	-32,904	-10%
631	Indigent Healthcare	511,423	506,098	-5,325	-1%
640	M.H.M.R.	20,000	20,651	+651	-3%
641	Senior Citizens Center	51,788	46,463	-5,325	-10%
650	Library	8,000	8,000	0	0%
660	Museum	40,988	40,746	-242	-1%
665	Ag. Extension Service	94,320	85,378	-8,942	-10%
<b>TOTAL EXPENSES</b>		<b>\$10,745,169</b>	<b>\$10,166,264</b>	<b>-578,961</b>	<b>-5%</b>

## Road and Bridge Accounts

### December 2015 Year End

	<u>2015 Budget</u>	<u>2015 Collected</u>	
Ad Valorem Taxes (x4)	\$878,079	\$891,621	102%
<b>Other Revenues (x4)</b>			
	<u>2015 Budget</u>	<u>YTD Collected</u>	△
321 Auto License Fees	\$ 175,000	\$ 165,532	-9,468
333 Lateral Road Fees	\$17,500	\$ 32,167	+14,667
361 Interest	\$7,000 to \$12,000	\$ 6,349 to \$13,169	
381 Other Revenue	<u>\$1,500 to \$46,000</u>	<u>\$200,557 to \$424,669</u>	
<b>TOTAL OTHER REVENUES</b>	<b>\$184,251 to \$230,542</b>	<b>\$345,771 to \$422,741</b>	

	<u>2015 Expense Budget</u>	<u>YTD</u>	△	Reserve Acct
	(w/o Reserves)	<u>Expenditures</u>		
<b>Expenses:</b> Pct 1	\$1,084,079	\$ 1,164,541*	+\$ 80,462	\$1,211K +215K
Pct 2	\$1,081,079	\$ 1,236,351**	+\$ 155,272	\$ 509K +57K
Pct 3	\$1,124,579	\$ 1,366,225***	+\$241,646	\$ 342K +251K
Pct 4	\$1,083,079	\$ 1,482,567****	+\$399,488	\$ 401K +25K

\*Includes \$129,476 in TIF project expenditures that has been refunded.

\*\* Includes \$5,497 in TIF project expenditures that has been refunded.

\*\*\* Includes \$363,703 in TIF project expenditures that has been refunded.

\*\*\*\* Includes \$211,448 in TIF project expenditures that has been refunded.

**NON-BUDGET FUNDS**  
**December 2015 Year End**

FUND	REVENUE	EXPENDITURES (Rounded to nearest 100)	CASH ON HAND
30 County Clerk Records Mgmt.	\$51,500	\$46,800	\$41,600
31 Law Library Fund	14,400	21,100	600
32 Courthouse Security	26,300	20,100	49,300
33 Check Collection	7,300	45,900	21,900
34 Records Mgmt & Preservation	67,800	6,100	115,900
36 Public Health Preparedness Grant	139,000	110,300	38,000
37 WIC	234,500	230,400	35,400
38 Community Service Support Fund	5,200	4,500	8,000
39 Health Dept. 2	140,800	117,600	55,600
42 Adult Probation	469,400	404,100	239,100
43 Indigent Task Force Grant	0	0	0
44 Preforfeiture Fund	7,200	16,900	7,400
45 County Attorney Forfeiture Fund	5,100	26,200	16,800
46 Milam County Historical Com	300	800	10,900
47 Unclaimed Funds Account	6,100	0	11,900
48 Milam Co Hist. Commission Fund	12,500	13,200	7,900
49 Bea's Kitchen	146,300	147,300	97,400
51 Temporary Shelter Fund	1,800	900	2,000
52 Ad Valorem Tax Money	-1,768,500	0	0
53 District Attorney Supp. Fund	37,200	32,900	4,500
56 Inmate Phone Use Fund	24,200	24,900	500
58 District Clerk Records Management	6,200	3,100	20,100
60 Ad Valorem Tax Money	2,195,700	0	2,195,700
61 CETRZ/TIF Zone Fund	14,700	0	14,700
62 Debt Service Fund	560,700	617,800	22,900
63 Health Facilities Dev. Corp.	100	0	11,800
66 Historical Museum	13,800	10,500	12,300
68 Transaction Fees	74,900	85,900	43,700
70 SDU Reporting Fund '01	0	0	3,100
92 Justice Court Tech Fund	18,600	3,800	101,400
93 CO/Dist Court Tech Fund	800	0	3,300
94 Appellate Judicial System Fund	3,300	3,500	300
95 State Fees Fund	544,300	489,300	197,200
96 Grant Fund	253,100	226,700	36,000

# Item 6

- Treasurer's Report
  - Donna Orsag

**MONTHLY TREASURER'S REPORT FOR DECEMBER 2015**

ACCT	ACCOUNT	BEG BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
12	GENERAL FUND	\$ 497,558.84	\$ 333,543.64	\$ 730,152.00	\$ 100,950.48
20	GENERAL R&B	\$ 9,368.49	\$ 5.78	\$ -	\$ 9,374.27
21	R & B PCT 1	\$ 219,921.32	\$ 75,124.96	\$ 80,017.39	\$ 215,028.89
22	R & B PCT 2	\$ 138,845.54	\$ 12,718.36 #	\$ 94,849.58	\$ 56,714.32
23	R & B PCT 3	\$ 54,119.91	\$ 280,249.61	\$ 83,604.28	\$ 250,765.24
24	R & B PCT 4	\$ 58,900.42	\$ 106,736.13	\$ 141,040.82	\$ 24,595.73
	REC MANAGMT	\$ 39,712.87	\$ 4,926.16	\$ 3,043.68	\$ 41,595.35
31	LAW LIBRARY	\$ 2,306.62	\$ 1,191.37	\$ 2,917.94	\$ 580.05
32	CT HSE SECURITY	\$ 46,806.72	\$ 2,624.37	\$ 161.48	\$ 49,269.61
33	CK COLLECTION	\$ 33,330.91	\$ 409.50	\$ 11,868.26	\$ 21,872.15
34	RECORDS M & P	\$ 109,705.38	\$ 6,221.77	\$ -	\$ 115,927.15
36	PHP GRANT	\$ 32,919.85	\$ 6,102.98	\$ 1,035.80	\$ 37,987.03
37	WIC	\$ 25,494.02	\$ 25,987.03	\$ 16,129.35	\$ 35,351.70
38	C S R/SUPPORT	\$ 7,580.16	\$ 403.67	\$ 25.76	\$ 7,958.07
39	HEALTH DEPT 2	\$ 46,155.05	\$ 14,687.05	\$ 5,286.65	\$ 55,555.45
40	TAX NOTES/SERIES12	\$ 20.91	\$ 0.02	\$ -	\$ 20.93
41	R O W & BRIDGES	\$ 83.63	\$ 0.05	\$ -	\$ 83.68
42	20TH DIST PROB	\$ 202,230.61	\$ 66,211.33 #	\$ 29,374.91	\$ 239,067.03
43	INDIGENT TASK FORCE	\$ 46.15	\$ -	\$ -	\$ 46.15
44	PRE-FORFEITURE	\$ 15,001.64	\$ -	\$ 7,552.12	\$ 7,449.52
45	CO ATTY FORFEITURE	\$ 14,521.66	\$ 2,274.08	\$ -	\$ 16,795.74
46	HISTORICAL COMM	\$ 10,937.56	\$ 6.74	\$ -	\$ 10,944.30
47	UNCLAIMED FUNDS	\$ 11,942.14	\$ 7.36	\$ -	\$ 11,949.50
48	MCHC PRESERV	\$ 7,920.00	\$ 5.55	\$ -	\$ 7,925.55
49	BEA'S KITCHEN	\$ 92,090.37	\$ 5,267.20	\$ -	\$ 97,357.57
52/60	AD VAL TAX-CKING	\$ 679,737.79	\$ 1,521,150.74	\$ 5,161.73	\$ 2,195,726.80
51	TEMP SHELTER	\$ 1,046.22	\$ 1,000.17	\$ -	\$ 2,046.39
53	D. A. SUPP	\$ 6,790.75	\$ 5.03	\$ 2,500.00	\$ 4,295.78
56	IMMATE PHONE USE	\$ 1,925.42	\$ 2,213.95	\$ 3,663.34	\$ 476.03
58	DIST CLK REC M&P	\$ 19,603.77	\$ 514.08	\$ -	\$ 20,117.85
61	CERTZ/TIF ZONE	\$ 7,532.77	\$ 7,184.20	\$ -	\$ 14,716.97
62	C.O. 04 DEB SERV	\$ 20,714.63	\$ 2,255.41	\$ 105.51	\$ 22,864.53
63	HEALTH FACIL	\$ 11,752.77	\$ 7.25	\$ -	\$ 11,760.02
66	HISTORICAL MUSEUM	\$ 11,454.41	\$ 1,096.28	\$ 246.47	\$ 12,304.22
68	TRANSACTION FEES	\$ 45,758.12	\$ 5,734.87	\$ 10,490.34	\$ 41,002.65
70	SDU-'01	\$ 3,131.73	\$ 1.93	\$ -	\$ 3,133.66
92	JUSTICE CT TECH FUND	\$ 99,573.23	\$ 1,912.04	\$ 112.37	\$ 101,372.90
93	CO/DIST TECH FUND	\$ 3,287.57	\$ 55.56	\$ -	\$ 3,343.13
94	APPELLATE JUDICIAL	\$ 151.31	\$ 287.97	\$ 156.31	\$ 282.97
95	STATE FEES	\$ 144,028.66	\$ 53,129.23	\$ -	\$ 197,157.89
96	GRANT FUND	\$ 70,172.94	\$ -	\$ 34,216.01	\$ 35,956.93
	GENERAL RESERVE	\$ 719,986.81	\$ 443.96	\$ -	\$ 720,430.77
	R&B 1 RESERVE	\$ 1,210,353.76	\$ 746.33	\$ -	\$ 1,211,100.09
	R&B 2 RESERVE	\$ 508,442.64	\$ 313.52	\$ -	\$ 508,756.16
	R&B 3 RESERVE	\$ 341,398.01	\$ 210.52	\$ -	\$ 341,608.53
	R&B 4 RESERVE	\$ 445,561.09	\$ 274.74	\$ 45,000.00	\$ 400,835.83
	TOTALS	\$ 6,029,925.17	\$ 2,543,242.49	\$ 1,308,712.10	\$ 7,264,455.56

# Item 7

- Commissioner's Precinct Updates

# Item 8

- Court Cases Update – Dave Barkemeyer

**COUNTY COURT  
CRIMINAL CASE ACTIVITY  
December 2015 Final Report**

Cases Pending (Jan 1, 2015)	272
New Cases Filed	498
Appeals & Probation Revocations	110
Cases Disposed	623
Jury Trials	0
Cases Pending (Dec 31, 2015)	257

**TYPES OF CASES**

16%	DWI
17%	DRUG OFFENSES
6%	HOT CHECKS
17%	TRAFFIC RELATED
10%	THEFT
6%	FAMILY VIOLENCE
4%	ASSAULT
25%	MISCELLANEOUS

**OTHER COUNTY COURT ACTIVITY**

Civil Cases Disposed	YTD	90
Civil Jury Trials	YTD	1
Wills Probated	YTD	68
Guardianship Hearings	YTD	3

# Item 9

- Approve Utility Installations

# Item 10

- Permission for entry and waiver of claims

**PERMISSION FOR ENTRY AND WAIVER OF CLAIMS**

I, Joel Wabel, the undersigned, hereby give my consent to Milam County and its employees to enter my property located at CR #213, for the purpose of maintaining County Road CR #213 in Precinct 1. In addition, I hereby waiver any and all claims against Milam County that may result from that entry.

Joel Wabel

1-4-16

Date

# Item 11

- Approve Mutual Aid Agreements with Fire Depts – Susan Reinders

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Bartlett Volunteer Fire Department-Davilla Station (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. No compensation is available from the County to the Provider for the current fiscal year budget was approved prior to completion of the station.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**BARTLETT VED-Davilla Station**

*Bryson Burns* Captain  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Buckholts Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$2,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**BUCKHOLTS VFD**

*Aline Jones, Treasurer*  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Burlington Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$2,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**BURLINGTON VFD**

*Gene Klein Chief*  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Cameron Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$25,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**CAMERON VFD**

*Henry Z. Huber* FIRE CHIEF  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Gause Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Provider's resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$2,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**GAUSE VFD**

*Leborah Todd fire chief*  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## MEMORANDUM OF AGREEMENT

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Milano Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$15,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**MILANO VFD**  
*Jesse W. Lane (Chief)*  
\_\_\_\_\_  
Name & Title

ATTEST:  
\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Minerva Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Provider's resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$2,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**MINERVA VFD**

*Ernie Alan Chief*  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Rockdale Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$25,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**ROCKDALE VFD**

 Chief  
\_\_\_\_\_  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

## **MEMORANDUM OF AGREEMENT**

This Service agreement (hereinafter "Agreement") is entered into by and between MILAM COUNTY, TEXAS (hereinafter "County") and Thorndale Volunteer Fire Department (hereinafter "Provider"), on the date noted below, and parties agree as follows:

### **RECITALS**

**WHEREAS**, the Provider provides fire protection and/or emergency medical services and/or first response services for the citizens of Milam County, and the County does not maintain its own fire department or E.M.S.; and

**WHEREAS**, the protection of the public health, safety and welfare is a function for which The County may extend its resources; and

**WHEREAS**, the provisions of fire fighting and/or emergency medical services, and/or rescue services, and/or first response services by the Provider to citizens living outside of the Provider's municipal or service boundaries is in the best interest of those citizens living in the unincorporated areas of Milam County.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration as set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider will provide fire protection and/or emergency medical services, and/or rescue services, and/or first response services, depending on what services it provides within its own service area, to the residents, businesses and government properties located in the unincorporated areas of Milam County, subject to the understanding that the Providers resources will first be committed to calls within its service area when needed.
2. County agrees to pay Provider sum of \$15,000.00 to be paid within the County fiscal year.
3. The term of this agreement shall be one (1) year which is to coincide with the fiscal year of the County. Either party may terminate this agreement on thirty (30) days prior written notice of material breach to the other party and failure of the other party to cure the same.
4. Additional Terms and Conditions

In addition to the foregoing, the Provider shall:

- Provider or cause to be provided to its employees and volunteers adequate training in fire, rescue, and/or emergency medical procedures and/or rescue services, and/or first response services and methods, depending on what services it provides within its own service area; and

- Maintain necessary equipment for performing the services; normal downtime for repairs excluded.

In the future consideration of the payments hereunder, Provider agrees to provide aid to other providers and incorporated cities in the County where assistance is needed for firefighting and/or emergencies, upon request, where resources are available.

Venue of any dispute hereunder shall lie in a court of competent jurisdiction sitting in Milam County, Texas.

Provider is not a department, agency, division or employee of the County, and only receives payment from the County for the public good, and not as an instrumentality of the County. Except to the extent provided by Chapter 352.004 of the Local Government Code, employees/volunteers of the Provider are not employees or agents of the County. Provider shall procure and maintain automobile and liability insurance that covers its operations. Provider shall submit proof of such insurance to the County. The County may provide Workers Compensation coverage for the providers but such shall not create an employer-employee relationship.

The Provider shall submit a monthly report if its operations to the County (number of calls responded to in the unincorporated areas, nature of calls, etc.)

This Agreement represents the entire agreement and understanding between the parties and no representation outside of this Agreement may be relied upon.

Dated this 11<sup>th</sup> day of \_\_\_\_\_, 2015

**MILAM COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**THORNDALE VFD**

*Eric Melde* *Chief*  
Name & Title

ATTEST:

\_\_\_\_\_  
County Clerk

# Item 12

- Discuss and take possible action entering into contract for professional accounting services from Atchley and Associates – John Redington

**Denise Wallace**

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**From:** John Redington [jredington@milamcounty.net]  
**Sent:** Thursday, January 07, 2016 9:17 AM  
**To:** 'Denise Wallace'  
**Subject:** FW: Assessor/Collector Engagement

This is the engagement letter that the Court needs to review...

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**From:** Frank H. Stover [<mailto:fstover@atchleycpas.com>]  
**Sent:** Tuesday, January 05, 2016 12:07 PM  
**To:** [jredington@milamcounty.net](mailto:jredington@milamcounty.net)  
**Cc:** Robert Marchbanks  
**Subject:** Assessor/Collector Engagement

John,

Having reviewed the information from our conversation this morning and referring to our work schedule.

Robert and I could make arrangements to:

1. We would assign a senior accountant and myself to the engagement.
2. We would realign our work schedule to be on-site the week of 2/1/2016.
3. We would review internal controls for the handling of (i) return check fees, (ii) Vehicle Inventory Tax interest funds, and (iii) cash handling/deposits by the Tax Assessor/Collector's Office.
4. We would review the work done to determine the estimated \$7,500 misappropriated funds by the prior Tax Assessor/Collector – if we believe any significant areas were overlooked, we would provide recommendations for further work for your consideration. Also, on a sample basis, we would re-perform some of the work done to arrive at the estimated \$7,500.
5. We would issue a report of our procedures performed, any findings resulting from such work, and provide recommendations regarding improvements to the internal controls in these areas.

We estimate our fees to be \$12,000 - \$14,000 and our out-of-pocket expenses to be \$1,000 - \$1,500. We would make every effort to perform the engagement efficiently and at the least possible cost to the County. If the above is agreeable to you, we will provide an engagement letter for signature and adjust our personnel schedule.

Also, I have visited the County's website but did not see a link to an annual County Financial Statement Audit (nor CAFR). If the County has used an auditing firm in the past, we would request authorization to speak with them and review their working papers file to assist us with documentation of the system of internal controls for those areas cited above.

Thank you very much and we appreciate the opportunity to be of service to Milam County.

Mr. Kunkel has provided me with Randy's contact information. I will call him this afternoon.

Sincerely,

Franklin H. Stover, CPA/CFF/CGMA, CFE  
Audit Department  
Manager  
Atchley & Associates, LLP  
6850 Austin Center Blvd., Suite 180  
Austin, Texas 78731

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# Item 13

- Discuss, consider and possibly take action on courthouse security measures regarding enactment of “Open Carry” – John Redington

# Item 14

- Discuss and take possible action resolving to contract for the sale of real property – John Redington

## EARNEST MONEY CONTRACT

THIS IS A CONTRACT whereby Milam County, Texas, herein called Seller, agrees to sell to Reyes Wash Service, LLC, herein called Buyer, who agrees to purchase, upon the terms and provisions hereof, the following described real property, in its present condition, situated in Milam County, Texas, to-wit:

Being 0.268 acre, more or less, out of the Daniel Monroe Survey, A-38, City of Cameron, Milam County, Texas, more particularly described in EXHIBIT "A" attached hereto. And being the property described in warranty deed dated October 4, 2002, from Mary Lee Bass to Milam County, and recorded at Volume 888, Page 40, Official Records, Milam County, Texas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, SELLER SHALL CONVEY THE PROPERTY BY GENERAL WARRANTY DEED IN ITS PRESENT "AS IS" CONDITION AS OF THE DATE OF THE CLOSING, WITH ALL FAULTS, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE), OF OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE MANNER, CONSTRUCTION, CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON OR ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, AND THERE IS EXPRESSLY NEGATED ANY WARRANTY AS TO CONDITION, HABITABILITY, FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSES, MERCHANTABILITY OR OTHERWISE. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THE CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. ALL STATEMENTS MADE IN THE CONTRACT ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT CONSTITUTE ANY REPRESENTATIONS OR WARRANTIES BY SELLER. BUYER HAS MADE ALL INSPECTIONS WHICH HE DEEMS NECESSARY AND HAS PERSONALLY SATISFIED HIMSELF THAT THE PROPERTY MEETS ALL OF HIS CONDITIONS AND NEEDS.

BUYER IS AWARE THAT THERE ARE UNDERGROUND GASOLINE STORAGE TANKS ON THE PROPERTY AND BUYER ACCEPTS ANY AND ALL RISKS AND LIABILITIES ASSOCIATED WITH THEM.

The total sales price is \$10,000.00, payable as follows: \$10,000.00 cash, of which Buyer agrees to forthwith deposit with Texas Country Title Co., Escrow Agent, the sum of \$1,000.00 as Earnest Money, to bind this sale, and the balance to be evidenced by the following: Cash at closing.

Seller is to furnish Buyer an Owner's policy of title insurance issued by Texas Country Title Co. of Milam County, Texas, tax certificates showing no delinquent taxes, (current taxes, insurance and rents, if any, to be prorated to date of closing) a Special Warranty Deed to be recorded at Buyer's expense, conveying good and safe title subject only to any liens to be created or assumed hereunder and the following:

1. Present restrictions, if any, existing against said property.
2. Existing Building and Zoning Ordinances, if any.

3. Rights of parties in possession.
4. Those exceptions recited in the Deed conveying the aforesaid property to Grantor.

If Owner's Policy of Title Insurance is to be furnished hereunder, the same is to be delivered as and when the sale is closed, which shall be within 15 days from date hereof unless attorney for said Title Company discover objections to title, in which case sale is to be closed when objections are removed, provided the objections are removed within a reasonable time, which in no event shall extend beyond 21 days from date hereof. It is agreed that by the delivery of Owner's Policy of Title Insurance (form prescribed by State Board of Insurance of the State of Texas) under the terms of this contract, dated as of the date of closing and issued to Buyer in the amount of the total sales price, guaranteeing Buyer's title to be good and safe subject only to the foregoing exceptions and the following:

1. Restrictive covenants affecting the land described or referred to above
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements
3. All taxes for the current and subsequent years

all duties of the Seller as to the sufficiency of title required hereunder shall be deemed to be fully performed by Seller; however, Seller shall not thereby be released from the warranties of his deed.

Time is of the essence of this contract.

Upon failure of Buyer to comply herewith, Seller may at his option enforce specific performance, or retain the earnest money as liquidated damages, \$1,000.00. If title is found objectionable and is not cleared within the time herein provided, or upon failure of Seller to comply herewith for any other reason, Buyer may demand back the earnest money, thereby releasing Seller from this contract, or Buyer may either enforce specific performance hereof or seek such other relief as may be provided by law.

If Buyer, under the terms hereof, is to secure a loan from a third party, all expenses and conditions of securing and closing such loan shall be Buyer's obligation.

EXECUTED in multiple copies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SELLER:

Milam County, Texas

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Address:

\_\_\_\_\_  
\_\_\_\_\_

BUYER:

Reyes Wash Service, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Address:

1801 N. Austin Ave.  
Cameron, Texas 76520

# Item 15

- Accept resignation of JohnnieLyn Brown as President of Milam County Historical Commission

Judge Barkemeyer, I could not get my scanner to work, so I can't send the copy of Johnnielyn's resignation. I'll bring you a copy when I come to the Jan. 11 Commissioner's Meeting. This is a typed copy of her handwritten resignation, for your information.

Geri Burnett

Dear MCHC Colleagues and friends,

It is with sadness and regret that due to my work schedule I must resign my position as Milam County Historical Commission Chairperson. I am disappointed, I have so missed our meetings. I miss that fellowship with all of you more than I can say.

I appreciate your help and support during my time as Chairperson. You helped me through some rough personal times also. All of you made the "job" easier and my heart lighter.

I will look forward to working with you "behind the scenes" in any capacity that will benefit MCHC.

Johnnielyn Brown 12-1-2015

# Item 16

- Approve recommendation of John Pruett to be appointed to the Milam County Historical Commission

# John Pruett

1561 County Road 364, Milano, TX 76556  
Phone: 830-377-0031 E-Mail: oldtiger65@gmail.com

## Objective

I was humbled when Geri Burnett, Chairman of the Milam County Historical Commission, contacted me about my interest in serving on the Commission. I live on a family farm in Milam County that was deeded to my Great Grandfather in 1889. The family has a Bible inscribed by my Great-Great Grandfather to say, "This Bible was bought on the banks of the Brazos, 1876." Thus, I have always had considerable interest in the history of the settlement of, and people of Milam County, Texas. If selected to serve, I will pledge to serve to the best of my abilities, and in the best interest of the Milam County Historical Commission.

## Experience

### Work and Volunteer Service

- Research Scientist, United States Department of Agriculture, Argicultural Research Service, 1980-2009, retired.
- High School Science teacher, Chemistry and Physics, 2009-2011.
- Member of El Camino Real Master Naturalists, Milam County.
- 2<sup>nd</sup> Vice District Governor, District 2-S3, Lions International.
- Member of the Board of Directors, El Camino Real De Los Tejas National Trail Association.

## Education

B.S. Biology/Chemistry, Department of Biology, Southwest Texas State University, 1970.

Officer's Training School, USAF, 1970. Served on active duty 1970-1973, with overseas service in the Phillipines.

M.S. Biology, Department of Biology, Pan American University, 1976.

Ph. D. Immunology, Department of Microbiology and Parasitology, College of Veterinary Medicine, Texas A&M University, 1980.

## Skills

As a practicing research scientist for over 30 years I developed considerable experience in the design of projects to answer analytical problems. I held various leadership roles in the conduct of research projects. I was the author or co-author of numerous theses, patent applications, and scientific articles published in scholarly scientific journals. In addition, I have participated in the writing of grant applications and peer reviewed, five-year project plans. I also made many scientific presentations at both national and international meetings of scientific societies. Following retirement from the USDA-ARS I choose to teach science in a local high school. Thus, I went through alternative teacher training and obtained a teaching certificate in order to make that possible. I must say I thoroughly enjoyed working with the students, and it made my career in science complete. Now that I am fully retired I am quite active in the Milano Evening Lions Club. The opportunity to serve the needs of others is so important as we reach out in our attempt to rebuild a sense of community.

# Item 17

- Discuss Local Government Code Time for Making Deposits for Milam County Officials – Wayne Horkheimer

January 11, 2016

Milam County Judge David L. Barkemeyer  
Milam County Commissioners Richard Watkins, Donald Shuffield, John Fisher, and Jeff Muegge  
Milam County Treasurer Donna Orsag  
Milam County Auditor Danica Lara  
Milam County Clerk Barbara Vansa  
Milam County Legal Counsel John Reddington  
All Milam County Residents

Subject: Local Government Code Time for Making Deposits for Milam County Officials

1. **Condition.** Controls over money received by Milam County Officials are not adequate to prevent undetected diversion.
2. **Cause.** Milam County Officials are not complying with Local Government Code 113.022 Time for Making Deposits. Paragraph (a) states that "A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received." The Milam County Auditor and Treasurer refused to report this internal control weakness to the Commissioners Court for corrective action.
3. **Effect.** The Rockdale Reporter (December 17, 2015) stated "Milam County Tax Assessor-Collector accepted a plea bargain on theft allegations last Wednesday, one day before a grand jury was to hear evidence she had taken about \$7,500 in small increments from the tax office over a period of several years."
4. **Tax Office Receipts and Deposits.** The Tax Office receives over \$33 million annually for property taxes and vehicle registration. My review of Tax Office deposit spreadsheets for calendar year 2015 showed that Tax Office deposits were not made timely. Some funds received were held from 5 to 16 days before making a deposit.
5. **Receipt and Deposit of Money.** Delays in making timely deposits allow for manipulation of receipt documents and undetected diversion of money.
  - a. Which Milam County activities receive money?
  - b. How much money does each activity receive?
  - c. How often does each activity deposit money received?
  - d. Why can't each activity deposit the money on or before the next regular business day after the date on which the money is received?
6. **Recommendation:** I request that the Milam County Commissioners Court take action to enforce the Local Government Code requirement for all Milam County elected officials to make timely deposits and comply with Local Government Code paragraph 113.022 to deposit the money on or before the next regular business day after the date on which the money is received.

*Wayne Horkheimer*  
Submitted by Wayne Horkheimer  
1215 County Road 258  
Cameron, Texas 76520  
Milam County Taxpayer and Retired Federal Auditor

§ 113.009

LOCAL GOVERNMENT CODE

with notice of an audit under this subsection not later than the first anniversary of the date the term of office that is the subject of the audit ends. An audit must be completed not later than the second anniversary of the date the term of office that is the subject of the audit ends.

(c) If an audit is conducted under Subsection (b), a civil action described by Subsection (a) may not be commenced later than four (4) years after the date the audit conducted under Subsection (b) is completed.

(d) For purposes of this section, a term of office of an assessor-collector ends on:

(1) the date the term expires under law, whether or not the assessor-collector serves during the succeeding term, for an assessor-collector who is serving at the time the term expires; or

(2) the date a successor takes office for an assessor-collector who does not continue serving until the time the term expires under law.

Added by Acts 1999, 76th Leg., ch. 661, § 1, eff. Sept. 1, 1999.

SUBCHAPTER B. DEPOSIT OF MONEY

§ 113.021. Requirement That Money be Deposited With County Treasurer; Interest

(a) The fees, commissions, funds, and other money belonging to a county shall be deposited with the county treasurer by the person who collects the money. The person must deposit the money in accordance with any applicable procedures prescribed by or under Section 112.001 or 112.002. However, the county tax assessor-collector must deposit the money in accordance with the procedures prescribed by or under the Tax Code and other laws.

(b) The county treasurer shall deposit the money in the county depository in the proper fund to the credit of the person or department collecting the money.

(c) The interest accruing on the money in the fund is for the benefit of the county in accordance with other law.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2011, 82nd Leg., ch. 606 (S.B. 373), § 8, eff. Sept. 1, 2011.

§ 113.022. Time for Making Deposits

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this

deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioners court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received.

(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2007, 80th Leg., ch. 836, § 1, eff. Sept. 1, 2007; Acts 2011, 82nd Leg., ch. 606 (S.B. 373), § 8, eff. Sept. 1, 2011.

§ 113.023. Deposit Warrants

(a) Except as provided by Subsection (c), each deposit made in the county treasury must be made on a deposit warrant. The deposit warrant authorizes the county treasurer to receive the amount stated in the warrant. The warrant must state the purpose for which the amount is received and the fund to which it is to be applied.

(b) The county treasurer shall keep the original deposit warrant. The county treasurer shall provide the county clerk or the county auditor with duplicate deposit warrants or a written report of all deposit warrants received that contains detailed information about each warrant. On the request of a person making a deposit, the county treasurer may provide a duplicate deposit warrant to the person. If the county has a county auditor, the auditor shall enter the amount in the auditor's books, charging the amount to the county treasurer and crediting the person who deposited the amount. The treasurer may receive money only through this procedure except as provided by Subsection (c).

(c) In a county with more than 2.2 million inhabitants, the county clerk is relieved of all duties under Subsections (a) and (b). In any other county that has the office of county auditor, the commissioners court by order may relieve the county clerk of all duties under Subsections (a) and (b). If the county clerk is relieved of duties, the county treasurer shall receive all deposits that are made in the county treasury. The county treasurer shall provide the county auditor with duplicate warrants or a written report of all warrants that contains detailed information about each

warrant. On the day the county treasurer receives the money, the county treasurer shall deposit the money in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2001, 74th Leg., ch. 100, § 1, eff. Sept. 1, 2001; Acts 2007, 80th Leg., ch. 836, § 1, eff. Sept. 1, 2007.

§ 113.024. Deposit Warrant

The deposit warrant shall be in the form prescribed by the county auditor. The deposit warrant shall be signed by the officer or other person who is the owner of the money to be deposited in the county treasury.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER C.

§ 113.041. Disbursement of Money

(a) The county treasurer shall disburse the money belonging to the county in accordance with the order of the county auditor. The county treasurer may require a receipt for the money as required by law.

(b) Except as provided by law, the county treasurer shall not spend or disburse money except by order of the county auditor. The county treasurer shall not disburse money in a county unless the money is in a county treasury.

(c) The county treasurer shall not disburse money from the county treasury unless the money is in a county treasury and the county treasurer has received an order from an officer or department.

(d) If the county treasurer is a member of a society of an order of chivalry, the treasurer shall not disburse money from the county treasury for the purchase of a membership in the society.

(e) The county treasurer shall not disburse money from the county treasury unless the treasurer has received an affidavit after the order has been approved by the commissioners court.

(f) In a county with more than 2.2 million inhabitants, the county treasurer shall not disburse money from the county treasury unless the treasurer has received an order from the county auditor.

Received from Donna Orszag (Miami County Treasurer)

**MILAM APPRAISAL DISTRICT  
2016 PROPOSED BUDGET ALLOCATIONS  
ADOPTED BUDGET \$ 760,540**

ENTITY	2014 ENTITY MilamAD LEVY	2016 ALLOCATION %	ESTIMATED 2016 ALLOCATION
Bartlett ISD	\$ 151,262.42	0.46000%	\$ 3,498.48
Buckholts City	27,741.33	0.08400%	638.85
Buckholts ISD	322,130.71	0.97600%	7,422.87
Cameron City	1,346,419.13	4.08100%	31,037.64
Cameron ISD	4,108,551.92	12.45400%	94,717.65
Gause ISD	1,006,361.32	3.05100%	23,204.08
Holland ISD	41,397.76	0.12500%	950.68
Lexington ISD	19,131.30	0.05800%	441.11
Milam County	10,588,703.81	32.09700%	244,110.51
Milano City	25,510.27	0.07700%	585.62
Milano ISD	1,063,691.78	3.22400%	24,519.81
Rockdale City	1,429,356.02	4.33300%	32,954.20
Rockdale ISD	10,832,843.49	32.83800%	249,746.12
Rogers ISD	115,731.84	0.35100%	2,669.50
Rosebud/Lott ISD	111,255.33	0.33700%	2,563.02
Thorndale City	316,334.94	0.95900%	7,293.58
Thorndale ISD	1,460,605.95	4.42800%	33,676.71
Donahoe Watershed	5,423.73	0.01600%	121.69
Elmcreek Watershed	16,763.91	0.05100%	387.88
<b>TOTALS</b>	<b>\$ 32,989,216.96</b>	<b>100.00000%</b>	<b>\$ 760,540.00</b>

### Milam County

OCT 2016	CURRENT M&O 5711	CURRENT I&S 500-5711	DELINQ. M&O 5712	DELINQ. I&S 500-5712	CURRENT P&I/M&O 5719	CURRENT P&I/I&S 500-5719	DELQ. P&I/M&O 5720	DELQ. P&I/I&S 500-5720	TOTAL	ATTORNEY FEES	REFUND	INSF CK	GERTZ
16	\$ 66,604.10	\$ 4,611.56	\$ 6,056.97	\$ 355.63	\$ -	\$ -	\$ 1,410.66	\$ 82.42	\$ 79,121.34	\$ 1,185.90	\$ -	\$ -	\$ -
20R	\$ 5,064.52	\$ 339.83	\$ 1,166.13	\$ 69.46	\$ -	\$ -	\$ 244.81	\$ 14.55	\$ 6,899.30	\$ 224.24	\$ -	\$ -	\$ -
20	\$ 87,392.54	\$ 5,918.21	\$ 629.98	\$ 37.51	\$ -	\$ -	\$ 119.75	\$ 7.12	\$ 94,105.11	\$ 119.16	\$ -	\$ -	\$ -
27	\$ 130,764.00	\$ 8,771.88	\$ 4,985.10	\$ 289.30	\$ -	\$ -	\$ 991.22	\$ 56.42	\$ 145,857.92	\$ 527.83	\$ -	\$ -	\$ -
28	\$ 29,291.33	\$ 1,965.43	\$ 158.18	\$ 9.45	\$ -	\$ -	\$ 24.68	\$ 1.48	\$ 31,450.55	\$ 24.91	\$ -	\$ -	\$ -
31	\$ 173,034.23	\$ 11,609.24	\$ 1,252.88	\$ 71.93	\$ -	\$ -	\$ 299.85	\$ 16.96	\$ 186,285.09	\$ 246.21	\$ -	\$ -	\$ -
31R	\$ 12,111.71	\$ 812.18	\$ 1,223.04	\$ 72.02	\$ -	\$ -	\$ 246.52	\$ 14.40	\$ 14,479.87	\$ 233.37	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 504,262.43</b>	<b>\$ 34,028.33</b>	<b>\$ 15,472.28</b>	<b>\$ 905.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,337.49</b>	<b>\$ 193.35</b>	<b>\$ 558,199.18</b>	<b>\$ 2,561.62</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,161.73</b>

# Item 18

- Approve Racial Profiling Report – Jay Beathard, Pct 3

## **TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** MILAM CO. CONST. PCT. 3  
**Reporting Date:** 01/05/2016  
**TCOLE Agency Number:** 331103  
**Chief Administrator:** JOHNNIE BEATHARD  
**Agency Contact Information:** Mailing Address:  
MILAM CO. CONST. PCT. 3  
313 N Main St.  
Rockdale, tx 76567

This Agency claims partial racial profiling report exemption because:  
Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

### **Certification to This Report 2.132 (Tier 1) – Partial Exemption**

#### **Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling**

MILAM CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the MILAM CO. CONST. PCT. 3 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the MILAM CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the MILAM CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the MILAM CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the MILAM CO. CONST. PCT. 3's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **JOHNNIE BEATHARD**

Chief Administrator

MILAM CO. CONST. PCT. 3

Date: 01/05/2016

**MILAM CO. CONST. PCT. 3 Motor Vehicle Racial Profiling Information**

**Number of motor vehicle stops:**

- 1. **328** citation only
- 2. **0** arrest only
- 3. **1** both
- 4. **329 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

- 5. **54** African
- 6. **9** Asian
- 7. **223** Caucasian
- 8. **40** Hispanic
- 9. **3** Middle Eastern
- 10. **0** Native American
- 11. **329 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

- 12. **0** Yes
- 13. **329** No
- 14. **329 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

- 15. **2** Yes
- 16. **327** No
- 17. **329 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

- 18. **0** Yes
- 19. **2** No
- 20. **2 Total** (must equal line 15)

# Item 19

- Approve deputation of Robert Weyand, Sheriff  
Dept

# Item 20

- Approve deputation of Donna Kimbrel, District Clerk's Office

# Item 21

- Approve Countywide polling place program

The State of Texas



Carlos H. Cascos  
Secretary of State

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

JAN 08 2016

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

January 4, 2016

The Honorable David L. Barkemeyer  
Milam County Judge  
102 S. Fannin Avenue  
Cameron, Texas 76520

Dear Judge Barkemeyer:

The Secretary of State has reviewed Milam County's past participation in the countywide polling place program to determine whether or not the program can be certified as "successful" under Section 43.007(k) of the Texas Election Code.

We hereby certify that, after a review of Milam County's reports and other comments received by our office, Milam County is hereby designated as having conducted a successful countywide precinct polling place program and is now authorized to continue to hold its elections using countywide precinct polling places subject to the approval of the county commissioners court. Please note that the Office of the Secretary of State reserves the right to revoke the county's "successful" designation, if such revocation is warranted in the future.

We appreciate the role Milam County has played in developing methods and procedures for conducting elections using countywide precincts. If you need any assistance or information, please feel free to contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in blue ink, appearing to read "KI", with a long horizontal line extending to the right.

Keith Ingram  
Director of Elections

KI:AM

CC: Ms. Barbara Vansa  
Milam County Clerk  
107 West Main  
Cameron, Texas 76520

# Item 22

- Approve Private Road 4128



December 30, 2015

The Honorable Judge and Commissioners  
Milam County, Texas  
102 S Fannin Ave  
Cameron, TX 76520  
RE: **New Private Road**

Dear Sirs:

The Emergency Services division of the Central Texas Council of Governments has determined a public safety need for 9-1-1 physical addressing for residential structures off of **PRIVATE ROAD 4129**.

Per National Emergency Number Association standards, the 9-1-1 addressing procedures state, "*any private drive with three (3) or more residences using the private drive, or for any private drive leading to one (1) or more residences longer than one-quarter mile in length, the private drive shall be named and residential structures shall be addressed off the newly named private drive.*"

The recommended name of this new private drive for 9-1-1 addressing is **PRIVATE ROAD 4128**.

The intent of this private drive naming and addressing is to improve emergency response, should it ever be needed. Naming the private drive and addressing the residences may also improve delivery of all services to these citizens (Postal and UPS/FedEx delivery and other home delivery services).

This private road name is pending approval by the Milam County Commissioners; upon approval please notify our office so that we can continue the addressing process for these residents.

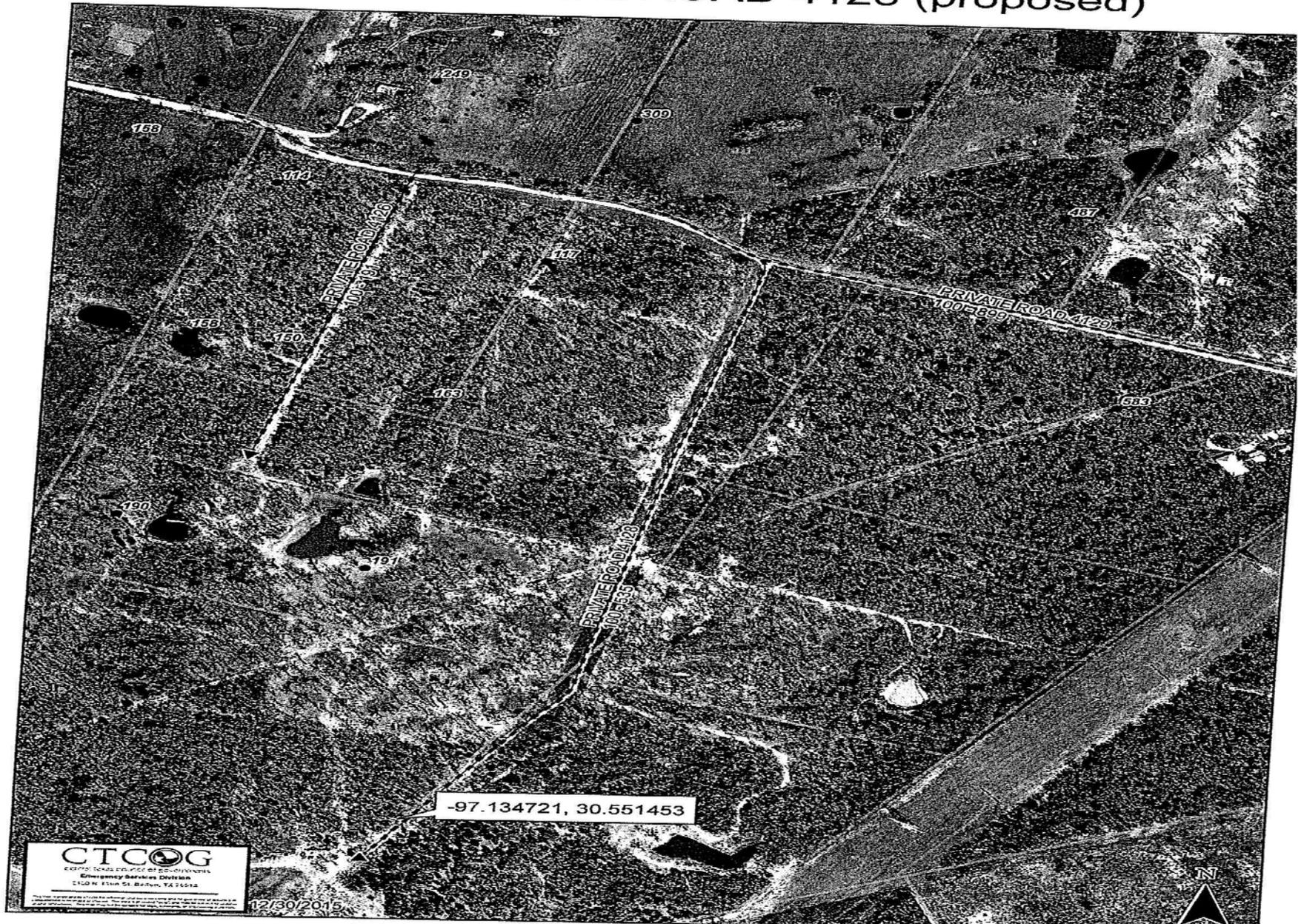
If you have any questions concerning the naming of this road, please contact me at (254) 770-2371.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth J. Leatherwood".

Elizabeth J. Leatherwood  
9-1-1 Addressing Services Manager  
Central Texas Emergency Services  
2180 North Main Street | Belton, Texas 76513  
(254) 770-2371  
[elizabeth.leatherwood@ctcog.org](mailto:elizabeth.leatherwood@ctcog.org)

# MILAM PRIVATE ROAD 4128 (proposed)



# Item 23

- Approve Private Road 2240



December 30, 2015

The Honorable Judge and Commissioners  
Milam County, Texas  
102 S Fannin Ave  
Cameron, TX 76520  
RE: **New Private Road**

Dear Sirs:

The Emergency Services division of the Central Texas Council of Governments has determined a public safety need for 9-1-1 physical addressing for residential structures off of **County Road 224**.

Per National Emergency Number Association standards, the 9-1-1 addressing procedures state, *"any private drive with three (3) or more residences using the private drive, or for any private drive leading to one (1) or more residences longer than one-quarter mile in length, the private drive shall be named and residential structures shall be addressed off the newly named private drive."*

The recommended name of this new private drive for 9-1-1 addressing is **Private Road 2240**.

The intent of this private drive naming and addressing is to improve emergency response, should it ever be needed. Naming the private drive and addressing the residences may also improve delivery of all services to these citizens (Postal and UPS/FedEx delivery and other home delivery services).

This private road name is pending approval by the Milam County Commissioners; upon approval please notify our office so that we can continue the addressing process for these residents.

If you have any questions concerning the naming of this road, please contact me at (254) 770-2371.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth J. Leatherwood".

Elizabeth J. Leatherwood  
9-1-1 Addressing Services Manager  
Central Texas Emergency Services  
2180 North Main Street | Belton, Texas 76513  
(254) 770-2371  
[elizabeth.leatherwood@ctcog.org](mailto:elizabeth.leatherwood@ctcog.org)

# MILAM PRIVATE ROAD 2240 (proposed)



# Item 24

- Approve payment of bills

# Unpaid Bills to Approve Over \$2,500

## General Fund

A T & T	\$3,867.45
Cameron Tire Store	\$3,166.18
Champion Energy Services, LLC	\$12,501.63
City of Cameron	\$3,330.76
Copsync INC	\$18,396.72
Danielle Donnelly	\$4,000.00
Dell Marketing LP	\$9,374.28
Harris Local Gov Solutions INC	\$3,945.39
Hill Country Community Action Assoc	\$34,070.00
Hux Janitorial Service	\$4,166.67
Lisa Kubala	\$3,270.00

# Unpaid Bills to Approve Over \$2,500

## General Fund

Lonnie Gosch	\$3,869.43
Milam Appraisal District	\$59,679.58
Motorola Solutions Credit Co LLC	\$78,787.97
Reg Pub Def For Cap Cases	\$9,044.07
Scott & White Health Plan	\$3,173.20
Stuart Yoffe MD	\$4,100.00
Texas Assoc of Counties	\$4,529.16
Texas Fleet Fuel	\$3,375.83
William A James Jr	\$3,947.13
Xerox Business Services LLC	\$3,417.13

**General Fund Total**

**\$316,025.10**

# Unpaid Bills to Approve Over \$2,500

## **R & B Fund, PCT #1**

Bank of the West	\$2,931.02
C & W Auto	\$4,434.53
Sam's Truck & Trailer Repair	\$3,026.48
Southern Tire Mart LLC	\$10,030.00

**R & B Fund, PCT #1 Total** **\$29,474.16**

# Unpaid Bills to Approve Over \$2,500

## R & B Fund, PCT #2

Anderson Machinery Austin INC	\$4,810.63
Holt Cat	\$2,856.47

R & B Fund, PCT #2 Total                      \$12,801.72

# Unpaid Bills to Approve Over \$2,500

## **R & B Fund, PCT #3**

Anderson Machinery Austin INC	\$9,157.45
Bancorpsouth Equip Finance	\$2,701.08
Ferrells Collision Center	\$3,952.98
Joe L Valadez	\$5,539.18
Texas Crushed Stone Co INC	\$7,396.36

**R & B Fund, PCT #3 Total** **\$34,680.08**

# Unpaid Bills to Approve Over \$2,500

## **R & B Fund, PCT #4**

Anderson Machinery Austin INC

\$3,394.11

Joe L Valadez

\$3,657.76

Knife River Corp

\$6,289.92

Texas Crushed Stone Co INC

\$8,459.17

**R & B Fund, PCT #4 Total**

**\$25,221.88**

Unpaid Bills to Approve

**Grand Total**

**\$428,075.41**

# Item 25

- Adjourn